



**GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS,
DIRECTORATE OF FORENSIC SCIENCE
GOVT. EXAMINER OF QUESTIONED DOCUMENTS
30-GORA CHAND ROAD, KOLKATA – 700 014**

Phone: +91-033-2284-3247, 0003, 2157; Fax: +91-033-2284-0642; E-mail: geqd-Kol@dfs.gov.in

Tender Enquiry No. DX/CFD/EnCase V6/09-10/

Date :

To

Sir,

On behalf of the President of India, I invite you to tender for the supply of stores detailed in the schedule.

2. The conditions of contract which will govern any contract made are contained in pamphlet no. DGS&D-39 entitled "conditions of contract governing contracts, placed by the Central Purchase organization of the Government of India as amended up 31/12/91 and those contained in the pamphlet no. DGS&D-229 containing the various instructions to tenderers quoting against the tender enquiry issued by the DGS&D read with the amendments enclosed with this tender enquiry. Any special conditions attached to this invitation to tender will also form part of the conditions.

3. The above pamphlets and the lists of corrections thereto can be obtained on payment from the under mentioned officers:-

- a) The Manager of Publications, Civil Lines, Delhi
- b) The superintendent, Government Printing & Stationery UP. Allahabad.
- c) The Superintendent, Government Printing & Stationery Bombay
- d) The Superintendent, Government Printing, Gulzargbag, Patna (Bihar)
- e) DGS&D, New Delhi and its Regional Offices at Bombay, Madras, Kolkata, Kanpur
- f) Government of India Book Depot, 8 Hastings Street, Kolkata

4. Regarding sources of supply of standard specification and drawing refer Appendix 'B' contained in Pamphlet DGS&D-229. Defence specifications/ Drawing can be obtained on payment of Rs. 55/- per copy in advance either in cash or per money order or bank draft favouring the controller, Controllerate of Quality Assurance (T&C), Kanpur from the Controller, Controllerate of Quality Assurance, Post Box no. 294 Kanpur. While asking for the specn, the contractor should quote this tender enquiry no. & Date with description of stores and specification along with the full address. The following certificate should also be given in the request.

SIGNATURE OF TENDERER



"It is certified that our concern/establishment require the copy of the defence specification, drawing no. _____ in connection with the tender enquiry no. _____ dated _____. It is further certified that the information contained in the documents will be utilised by our concern/ establishment for own use only for the purpose of producing supplying /inspection of the stores. The information contained therein will not be divulged/ supplied to any outside agencies not authorised to the same without prior approval of the issuing authorities.

5. If you are in a position of quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and returned to this office. You must also furnish with your tender all the information called for as indicated in pamphlet no. DGS&D 229 mentioned in para 1 above. An attached list of questionnaire which should also be answered and returned with the tender, failing which your tender will be liable to be ignored, and not considered.

Your tender should be submitted in duplicate. This tender is not transferable.

Yours faithfully,

For and on behalf of the President of India

SIGNATURE OF TENDERER



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**SCHEDULE OF TENDER
Tender Enquiry No. DX/CFD/EnCase V6/09-10**

PRICE PER TENDER SET: Rs.100/= (Rupees One hundred only)

Earnest Money Required: Rs.7280/= (Rupees Seven thousand two hundred eighty only))

(TENDERERS ARE ADVISED TO GO THROUGH THE EARNEST MONEY CLAUSE ATTACHED WITH THIS T/E CAREFULLY BEFORE FILLING THE TENDERS)

TENDER SET IS NOT TRANSFERABLE

TIME AND DATE OF RECEIPT OF TENDER : 24.3.2010 at 11:00 hrs.

TIME AND DATE OF OPENING OF TENDER : 24.3.2010 at 12:00 hrs.

THE TENDER SHALL REMAIN VALID FOR ACCEPTANCE TILL : 23.09.2010

ITEM	DESCRIPTION OF STORES	QUANTITY	PRICE ON FOB/ CIF BASIS
1.	DIGITAL FORENSIC SOFTWARE EnCase FORENSICS VERSION 6 OR HIGHER WITH ADDED MODEULES	TWO	

SPECIFICATION: AS PER ANNEXURE "A" (ATTACHED TO THE TENDER ENQUIRY)

NOTE: ALL TENDER DOCUMENTS ATTACHED WITH THIS INVITATION TO THE TENDER ARE SACROSANCT FOR CONSIDERING ANY OFFER AS COMPLETE OFFER. IT IS THEREFORE, IMPORTANT THAT ALL TENDER DOCUMENTS DULY COMPLETED AND SIGNED ON EACH PAGE ARE RETURNED WITH YOUR OFFER.

SIGNATURE OF TENDERER



2. The tenderers should submit the tenders in duplicate in **Two-Bid system** as follows:-
 - I) The technical details of the models offered along with the supporting original technical literature, leaflets, brochures etc, will be submitted in a separate sealed cover in duplicate. The confirmation of the models offered with the T/E specification and the deviations if any will be clearly mentioned in the technical bids.
 - II) The tenderers attention is invited to clause 1(a) of form DGS&D 231 "instruction of tenderers" whereby they are required to furnish clause by clause compliance of specification bringing out clearly deviation from specification, if any. The firms are advised to submit the compliance statement in the following format alongwith technical bid failing which their offer will be treated as incomplete and are liable to be ignored.

FORMAT OF COMPLIANCE STATEMENT

Para of tender enquiry specifications	Specification of machine offered	Compliance to TE specification whether yes or no	Incase of non compliance deviation from TE specification to be indicated in unambiguous terms

- III) The price/financial/ commercial bids will be submitted in a separate sealed cover in duplicate

NOTE: Tenders received in the single-bid system i.e. having the technical as well as financial bid in the same cover will be liable to be ignored.

3. Incomplete offers, offers not conforming fully to TE requirements or with vague replies or without earnest money, if applicable, will not be considered.
4. Price bids of only those offers who confirms to the TE requirements and technically acceptable offers will be opened. The date and time of the opening of price bids of acceptable offers will be intimated separately to the concerned tenderers.
5. Firms including PSUs claiming exemption from depositing earnest money must enclose copies of their registration details valid as on the date of tender opening along with all its amendments for the subject stores. Offers received without these details and without earnest money will liable to be ignored.
6. Firms including PSUs claiming exemption from depositing earnest money must enclose copies of their registration details valid as on the date of tender opening along with all its amendments for the subject stores. Offers received without these details and without earnest money will liable to be ignored.

SIGNATURE OF TENDERER



7. For imported stores the Indian agents of the foreign firms enlisted with DGS&D under the compulsory enlistment under the Ministry of Finance's OM will not be treated as registered DGS&D suppliers for the purpose of exemption from payment of earnest money and such Indian agents will have to deposit the earnest money as mentioned above. Otherwise their offer will be ignored.
8. The offers from the Indian agents of foreign principal, not enlisted with DGS&D under compulsory registration scheme on the date of opening of technical bids will not be considered and will be ignored unless they enclose document showing that they have already applied for enlistment with DGS&D in their tender. However, offers from the Indian agents, who have applied to DGS&D for registration/enlistment before the time and date of tender opening of technical bid; such offers will be further processed if they can secure enlistment with DGS&D before opening of the price bids. In case the agent not being regd., the manufacturer may like to quote directly. In such cases the FOB prices should be net without inclusion any Agency Commission and Tender documents signed by foreign supplier.
9. The purchaser: The President of India
10. Inspection Authority/ Officer: Government Examiner, Government Examiner of Questioned Documents, 30, Gorachand Road, Park Circus, Kolkata 700 014, or his authorized representative.
11. Stores required at: Government Examiner of Questioned Documents, 30, Gorachand Road, Kolkata
12. Performance Bond: The successful tenderer will have to submit performance bond @10% of order value valid till warranty / guarantee in the required proforma. The performance guarantee will come into force after the installation and will remain valid till the expiry of warranty guarantee period which will be 12 months from the date of installation. Firms, on their own will have to direct their banker to extend the performance bond to be valid till warranty/ guarantee period. Where the performance bank guarantee is obtained by a foreign bank, it shall be got confirmed by a schedule Indian bank and shall be governed by Indian Laws and be subject to the jurisdiction of courts of the place of issue of acceptance of tender.
13. Payment terms: For details of the payment terms the tender documents may be referred to.
14. Delivery of Stores: At the earliest.
15. Condition of contract: As contained in DGS&D-68 (revised) & DGS&D-229
16. Important note to the Tenderers: The manufacturers should also enclose their printed intention price list/ brochure, operational manual etc. they should also inform if this machine has been supplied to any Govt. Dept. in the past & enclose a list of such users with certificate of satisfactory performance, price/ documents/ contract's copy etc. Along with availability of spares during the next ten years or life time of machine whichever is later.

(For and on behalf of the President of India)

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FORM-68-A

TENDER NO

Full name and address of the Tenderer in Addition to post box no. if any, should be Quoted in all communication to this office

Contractor's Telegraphic Address

Telephone no.

Code used

From

.....

.....

.....

Dear Sir,

I/ We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the acceptance of Tender at the price given in the said schedule and agree to hold this offer open till I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/ We have understood the instructions to Tenderers in the booklet DGS&D-229 and conditions of contract in the form no. 68 (Revised) including in the pamphlet entitling conditions of contract governing contracts placed by the Central Purchase Organization of the Government of India read with the amendments annexed herewith and have thoroughly examined the specification drawing and / or pattern quoted in the schedule hereto and am / are fully aware of the nature of the stores required and my / our offer is to supply stores strictly in accordance with the requirements.

The following pages have been added to and form part of this tender

.....

Here paste coupon in case
Where coupons are supplied
To contractors on payment

Yours faithfully,

(SIGNATURE OF TENDERER)
ADDRESS
DATED

SIGNATURE OF WITNESS

ADDRESS
SIGNATURE OF THE TENDERER



IMPORTANT INSTRUCTION FOR GLOBAL TENDER ENQUIRY

1. The contract to be concluded will be governed by conditions of Contract contained in Form no. DGS&D-68 (Revised) as amended till date and those contained in pamphlet in DGS&D-229 with enclosed amendment (Annexure)

2. GUARANTEE/WARRANTY

- I. Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/stores/equipment sold/supplied to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of twelve months from the date of receipt of goods/articles/stores/equipment in good condition at site by the consignee in case of supply contracts and twelve months from the date of installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commissioning is involved and notwithstanding the fact that the purchase/inspection authority has inspected and/or approved the said goods/stores/articles/equipment or such if during the 12months the said goods/stores/articles/equipment be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser/consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles/equipment or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty there in contained.
- II. Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.
- III. Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of lifetime requirements.
- IV. Warranty to the effect that they will make available the blue prints of drawing of spares if and when required in connection with the main equipment.

SIGNATURE OF THE TENDERER



3. Submission of offers:-

3.1 Offers should be submitted by the tenderer on the basis of FOB / FAS port of shipment of their Principals/ Manufacturers/ CIF, Indian Port/ F.O.R. The purchaser reserves the right to place Order on any such basis

3.2 In case of F.O.B./F.A.S. offers, the tenderer should indicate separately:

i) The net ex-factory prices

ii) The net F.O.B./F.A.S. prices exclusive of profit, commission, and

iii) The commission payable to the Indian Agent, if any, in rupees in terms of agreement (enclosing copy of the same). The agency commission payable to the Indian Agent in terms of agreement with their Principal/Manufacturers should be indicated in rupees as a separate item which would not be subject to variation on account of variation in exchange rate.

3.3 Enlisted Indian Agent quoting on behalf of the Enlisted Principal/Manufacturer abroad on FOB/FAS/CIF basis should –

(i) Certify that net prices are exclusive of commission, profit etc. to be paid to their principal/manufacturer, in foreign currency and indicate separately the amount of remuneration/ commission/ profit which Indian agents are entitled in terms of their agreements with the foreign principles;

(ii) Produce their Principal's/ Manufacturer's proforma invoice indicating the remuneration/ commission/ discount etc. to be allowed in the particular transaction, to their Indian agents;

3.4 Foreign firms quoting direct against the enquiry and who have Indian Agents and/or servicing facilities in India should indicate in their offer the name of their Indian Agent or the representative they have for servicing in India. They should quote net FOB/FAS price, exclusive of the amount of remuneration or commission provided for the Indian agent. Such commission would be paid to the Indian agent in rupees in Indian in respect of a contract arising out of invitation to tender, where the Indian agent remuneration/commission covers a part of the price against the tender.

3.5 The following particulars should also be furnished by the tenderers, the Indian Agents or the foreign firms:

(i) The precise relationship between the foreign Manufacturer/ Principal and their Indian Agent;

(ii) The mutual interest which the manufacturer/ Principal and the Indian Agents have in the business of each other;

(iii) Any payment which the agent receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as general retainer fee;

(iv) Indian Agent's income-Tax Permanent Account Number (PAN)

(v) All services to be rendered by the Agent whether of general nature or in relation to the particular contract.

N.B.: TENDERS WHICH DO NOT COMPLY WITH THE ABOVE STIPULATIONS ARE LIABLE TO BE IGNORED.

SIGNATURE OF THE TENDERER



- 3.6 In case of FOB/FAS offers, the prices to be quoted should be foreign Principals/Manufacturer's net FOB/FAS prices exclusive of profit, commission etc. the agency commission payable to the tenderer / Indian Agent in terms of the agreement with their principal/manufacturer should be indicated both in foreign currency as well as in Indian Rupees to be converted by applying TT buying rate of exchange ruling on the date of offer. The agency commission finally payable to the tenderer under the contract will, however, be converted in Indian rupees at the date of placement of order which shall not be subject to any further exchange variation. Quotation on FOB/FAS should be supported by the Manufacturer's Invoice. In case quotation is on FOB basis the port of shipment must be specified.
- 3.7 In case of F.O.R. Destination offers the tenderer should clearly indicate the break-up of prices viz. Net FOB/ FAS value, insurance, freight supported by manufacturer's /supplier's proforma invoice and clearing / handling charges at the Indian port, Profit margin and charges for dispatch up to destination.
4. EXCHANGE RATE VARIATION:
- 4.1 Tenderers quoting for imported stores in rupees on forward delivery basis should base their prices on a rate of exchange according to TT selling rate as quoted by any authorized exchange bankers supported by Reserve Bank of India and Ruling on the date of tender. The base date and rate of exchange adopted for the quotation should be invariably indicated in the tender.
- 4.2 In the event of variation by more than 1 per cent (up or down) between the base rate and the rate of remittance to foreign Principals, the contract prices(limited only to that portion of the F O R prices that are required to be remitted according to the contractual terms to the firms' foreign principal in foreign currency) will be subject to adjustment (up or down) in accordance with the TT selling rate of exchange as quoted by any authorized exchange bankers ruling on the date the payment is made by the firm to their principals abroad which should not be beyond two weeks from the date on which initial payment is made by the purchaser to the contractor. No variation in price will, however, be allowed if the variation in the rate of exchange remains within the limit of 1 per cent plus or minus.
- 4.3 Any increase or decrease in the customs duty by reason of the variation in the rate of exchange will be to the buyer's account.
- 4.4 No other charges will be affected by the change in the rate of exchange.
5. CUSTOM DUTY:
- 5.1 If it is intended to ask for custom duty or any other charges extra the same must be specifically stated. In absence of such stipulation it will be presumed that prices are inclusive of all such charges and no claim for the same will be entertained.

SIGNATURE OF THE TENDERER



- 5.2 For imported stores offered against forward delivery the tenderer shall quote prices thereof exclusive of custom duty. The tenderers shall specify separately the CIF prices and total amounts of custom duty, payable. They will also indicate correctly the rate of custom duty applicable along with Indian Customs Tariff Number. Custom duty as actually paid will be reimbursed on production of necessary documents i.e. (1) triplicate copy of the bill of entry, (2) copy of bill of landing and (3) copy of the foreign principal's invoice. Where, however, the tenderer imports the stores in question against his own commercial quota import license he will also be required to submit, in addition to the triplicate copy of Bill of Entry etc. a certificate from his internal auditor on the bill itself to the effect that the following items/ quantities in the Bill of entry relates to stores imported against the contract number Dated
- 5.3 Subsequent to the reimbursement of custom duty, the tenderer shall submit to the concerned Controller of Accounts, a certificate from his Statutory Auditor after the commercial audit of his account to that effect that he had not obtained any refund of the custom duty subsequent to the payment of duty to the customs authorities by him. In addition he shall also submit to the Controller of Accounts concerned from the firm's Director/ manager/ Proprietor/ Accountant immediately after a period of three months from the date of payment of the duty to the Custom Authorities to the effect that he has not applied for any refund of the custom duty subsequent to the payment of duty to the custom authorities by him.
- 5.4 In case the tenderer obtains any refund of custom duty subsequent to the payment of the same by him to the custom authorities and reimbursement of custom duty to him by the Controller of Accounts, he shall forthwith furnish the details of the refund obtained and afford full credit of the same to the purchaser.
6. OFFERS IN RESPECT OF PARTLY IMPORTED STORES AND PARTLY INDIGENOUS STORES:-

In case it is proposed to supply the stores partly imported and partly manufactured in this country, tenderers are requested to indicate clearly in their tender full details of the components which are proposed to be manufactured in India and the components, which are proposed to be imported and their CIF price.

7. PAYMENT TERMS

7.1 FOR F.O.B./ F.A.S. CONTRACT:

7.1.1 Unless otherwise prescribed the payment for FOB/FAS contracts shall be as under:

The Principal/Foreign Manufacturers will be paid 100% of the net FOB/FAS price excluding the Indian agent's commission on presentation of following documents:-

- | | |
|-------------|---------------------------------|
| a) 4 copies | Commercial invoice |
| b) 1 copy | Packing list |
| c) 1 copy | Non-negotiable bill of lading |
| d) 4 copies | Manufacturer's test certificate |
| e) 4 copies | Certificate of Inspection |

SIGNATURE OF THE TENDERER



f) 1 copy Certificate from the supplier that the original shipping/air-freight documents have been dispatched to the consignee(s) in accordance with the terms of the contract (Acceptance of Tender)

g) 1 copy Certificate regarding country of origin

h) Submission of a performance guarantee @10% of net FOB price valid till the warranty period to the Government Examiner, Government Examiner of Questioned Documents, Ministry of Home Affairs before claiming payment.

7.2 FOR F.O.R. DESTINATION BASIS CONTRACT:

Unless otherwise provided the payment terms for F.O.R. Destination basis contract the payment terms would be as follows:

- a) 95% of the price of store of each consignment thereof shall be paid on proof of despatch to the consignee to an interim consignee, if any, and on production of a valid inspection note issued by the inspection authority. A photocopy of railway receipt duly attested by the contractor, postal receipts, bill of landing or consignment note is forwarded to the consignee shall be furnished with the bill. In the case of stores despatched by sea the copy of the bill of landing shall also be attached to the bill and in the case of stores despatched by Air a copy of the consignment note issued by the Air line company will be submitted along with the bill and in the case of stores despatched by post, the postal receipt shall be attached in original to the bill.
- b) The balance of 5% shall be paid on receipt of the stores of each consignment thereof in accordance with the terms of the contract in good condition, but the consignee, with a certificate to that effect endorsed on the copy of the Inspection Note by the consignee which shall accompany the bill submitted by the contractor.
- c) In cases where the contractor is not in a position to submit bills for the balance 5% for want of the receipted copies of inspection notes from the consignee and the consignee has not complained about non-receipt, shortage or defects in the supplies made, the balance amount of 5% will be paid by the Paying Authority without consignee's receipt certificate after three months from the date of advance payment subject to the following conditions:
 - i) The contractor will make good any defect or deficiency that the consignee(s) may report within six months from the date of despatch of stores.
 - ii) Delay in supplies, if any, has been regularized;
 - iii) The contract price where it is subject to variation has been finalized;
 - iv) The contractor furnishes the following undertaking:-

I / We certify the I/We have not received back the Inspection Note duly receipted by consignee or any intimation of non-receipt, shortage or defects in the stores supplied. I/We Agree to make good any defect or deficiency that the consignee may report within three months from the date of their final payment. I/We Further agree that all rights of the Purchaser under the general and special conditions of the contract shall remain entirely unaffected thereby.

NOTE: This sub-clause will not apply to F.O.R. Destination contract, supply and erection contracts and such other contracts where this clause is excluded specifically

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- v) In the case of local delivery and in case of stores despatched by road 95% payment may be allowed on proof of inspection and delivery to the consignee, the proof of delivery being a provisional certificate from the consignee. The balance 5% will be payable on final acceptance by the consignee as recorded in his final receipt certificate.

The standard form of provisional certificate referred to above will be as under:

“This is a provisional receipt, it only be taken as receipt of stores, by the consignee and is without prejudice to his rights of inspection and rejection under the General Conditions of Contract. It is issued on said to contain basis, the contractor remaining responsible for proving the total quantities.”

- vi) The above facility mentioned in (v) above may be withdrawn by the purchaser at any time or during the currency of the contract if he is satisfied that it has been misused or any irregularity has been committed by the contractor. Such withdrawal will be forthwith and apply for payment against all pending as well as future bills/contracts and the payment against such case will be regulated in accordance with laid down guidelines.
- vii) Where the consignee or the interim consignee, as the case may be, also acts as the inspection authority at destination and in all cases of local delivery full payment shall be made on submission of “Final 100% (100 percent) bill” supported by the inspection certificate and consignee’s receipt certificate as aforesaid to the Accounts Officer concerned.

7.3 Agency Commission payment terms against FOB/FAS/FOR Destination contracts where the installation/erection at site is the responsibility of the Indian agent.

50% commission may be paid to the Indian Agent on successful installation, erection, commissioning etc. or on the expiry of six months from receipt of supply, whichever is earlier, and the balance 50% on taking over of the plant/machinery/equipment by the consignee and issue of Engineer’s certificate.

8. MODE OF PAYMENT

The payment to the foreign supplier will be made by letter of credit opened by the State Bank of India. In case supplier desires letter of credit to be confirmed on a designated foreign bank, such confirmation charge will be payable by him.

The payment to the Indian supplier will be made through A/c payee cheque / bank draft only after satisfactorily installation of the stores.

SIGNATURE OF THE TENDERER



9. INSURANCE:

9.1 In case of FOB/FAS contract:-

If a contract is placed as a result of this invitation to tender, and if indenter requires insurance of stores tenders are required to effect insurance of the stores only through the national insurance agency or any of its subsidiaries as intimated to them by the indenter/ consignee and payment will be made in rupee only. The tenderer should indicate in their tender FOB cost, freight and insurance separately in addition to the CIF value. The supplier in such an event will be required to intimate the designated insurance company of despatch particulars immediately upon shipment.

The consignee will as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the contractor of any loss or damage to the stores that may have occurred during transit. In the event of contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.

10. PACKING AND MARKING:

10.1 Packing:- The supplier will ensure that the stores are securely packed to avoid damage in transit by sea/air/rail road occasioned by any defect in packing and shipping documents should also show the name of the ultimate consignee.

The supplier shall insert in each case packing list fully item-wise to show the case number, contents, gross and net weight and cubic measurement and dimensions. four copies of each packing list shall be supplied to the Forwarding Agent.

10.2 Marking: - Each case shall have shipping marks stenciled on two opposite side and on the top. In addition, the gross weight/net weight and cubic measurements should also be indicated on the packages. The marks shall also be shown on invoices, packing lists and on rail/road Bills of lading or mailing certificates exactly as they appear on the cases.

10.3 Drawing or Sketches (plan) showing outside dimensions for all oversized packages which fall outside the standard moving dimensions should be prepared so that movement can be planned in advance.

10.4 Dimensions in different gauges of railway in India are given below:

Rail Gauge	Overall from Rail Centre in centimeters	Height level in centimeters	Width in centimeters	Length in centimeters	Height from rail to floor of wagon centimeters
Broad Gauge	371.43	340.42	330.04	1310.62	132.18
Meter Gauge	342.90	304.80	259.08	1037.32	86.36
Narrow gauge	310.04	249.68	253.92	833.98	78.72

SIGNATURE OF THE TENDERER



11. ARBITRATION: (AMENDED CLAUSE)

FOR : EXISTING ENTRIES IN THE GENERAL CONDITION OF CONTRACT:

READ : In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specifically provided for by these or the special conditions), Ministry of Home Affairs or of some other person appointed by him. It will be no objection that the Arbitrator is a Government Servant, that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute of difference. The award of the Arbitrator shall be final and binding on the parties to this contract. It is terms of this contract:-

a) If the Arbitrator be the Secretary, Ministry of Home Affairs:-

- I. In the event of his being transferred or vacating his office by resignation or otherwise, it shall be for his successor in office either to proceed with the reference himself or to appoint another person as Arbitrator or
- II. In the event of his being unable to act or becoming incapable of acting for any reason it shall be lawful for him to appoint another person as Arbitrator or
- III. If the Arbitrator be a person appointed by the Secretary, Ministry of Home Affairs, in the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the Court for any reason, it shall be lawful for the Secretary, Ministry of Home Affairs to proceed with the reference himself or to appoint another person as Arbitrator in the place of the outgoing Arbitrator. In every such case it shall be lawful for the Secretary, Ministry of Home Affairs in place of outgoing Arbitrator, as the case may be to act on the record of the proceedings as them taken in the Arbitration, or to commence the proceeding de novo, as he may at his discretion may decide.

b) It is further a term of this contract that no person other than the Secretary, Ministry of Home Affairs or the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to the arbitration at all.

c) The Arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.

d) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.

e) Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.

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- f) The venue of arbitration shall be place where the contract is concluded or such other place as the Secretary at his discretion may determine.
- g) In this clause the expression "Secretary, Ministry of Home Affairs" means the Secretary, Ministry of Home Affairs being and includes, if there be no Secretary, the officer who is for the time being the Administrative Head of the, Ministry of Home Affairs whether in addition to other functions or otherwise.
12. The purchaser reserves the right to give a purchase/ price preference to offers from Indian Public Sector Units and/ or from other firms in accordance with the policies of Government of India from time to time.

13. **OPTION CLAUSE:**

The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the time of placement of order or during the currency of the contract as per clause 31 of Form DGS&D-68 (Revised)

14. **ADVANCE SAMPLE**

Not required. The purchaser may at his discretion require the prospective contractor to submit an advance sample for approval of indenter/ inspection Authority. Wherever the contract stipulates submission of advance sample, the samples) will have to be submitted within the period specified in the contract. In case the sample is not submitted within the period on in the opinion of the inspection authority is unacceptable the contract is liable to be cancelled at the risk and cost of the contractor.

15. **LIQUIDATED DAMAGE FOR DELAY IN SUPPLIES :-**

It may be noted that Clause 14(7) (I) of the General Condition of Contract (Form No.DGS&D-68 Revised) which will govern contracts placed as a result of this invitation to tender, provides for recovery of liquidated damages on the cost of the delayed supplies at the rate of 2 per cent per month or a part of the month delayed. Liquidated damages for delay in supplies thus accrued will be recovered by overseas paying authority specified in the contract from the Bills for payment of the cost of stores submitted by the Contractor or his foreign Principal in accordance with the terms of the contract.

16. **SUBMISSION OF TENDER :-**

The tenderers in their own interest are requested to send their offers by Registered Air Mail Post instead of by Air Parcel to avoid delay in clearance and in receipt of tenders by the Government Purchaser. While forwarding the tender documents by Air Mail Post, they should clearly indicate on the packet that the same contains only tender documents. The purchaser will not be responsible for any delay caused by the despatch of tenders by Air Parcel through the Airlines as the clearance of such packets from the Customs involves unavoidable cumbersome procedure. The tenders received after the specified date and time will be considered as late tender and will not be opened.

SIGNATURE OF THE TENDERER

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17. SHIPPING INSTRUCTIONS AND DOCUMENTATION :-

For shipping instruction and documentation please refer to Annexure I, II and III of Form DGS&D-237 contained in the DGS&D-229.

18. Prices be quoted both in words as well as in the figures.

19. Tenderers who are past suppliers of items should submit their performance statement in enclosed Performa for similar stores for the past three years duly signed by them. In case the tenderer has not secured any contract during the past three years, he should give the performance statement against earlier contract placed by him, if any, and also list of the order received from other Government purchasing agencies/undertakings and the up to date position with regard to their execution in the aforesaid proforma. In case, it is found that information furnished is incomplete or incorrect, their tender will liable to be ignored.

20. Tenderers submit the photocopy of the registration/enlistment certificate with all subsequent amendments, name and full address of their bankers, the photocopy of the latest Income Tax Clearance Certificate which should not be more than one year old and also the pro forma for equipment for the manufacture an for quality control in the proforma.

NOTE: Tenders not containing the above particulars or not accompanied by any of the above documents are liable to be summarily ignored.

SIGNATURE OF THE TENDERER.....

NAME IN BLOCK LETTERS.....

CAPACITY IN WHICH TENDER SIGNED.....

FULL ADDRESS.....



AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT AS
CONTAINED IN DGS&D – 229 AND DGS&D –68 (REVISED)

1. The following amendments may be carried out in the pamphlet entitled “Conditions of Contract Governing the Contract placed by Central Purchase Organization of Government of India 1991 addition bearing DGS&D – 39 Form and Form No. DGS&D-68 Revised)” :-
 - I. The definition of “Government” provided in Clause 1(f) page 2 of DGS&D Conditions of Contract may be amended as under :-

“Government” means the “Central Government”
 - II. The definition of “Secretary” Clause 1 (k) page 3 of DGS&D Conditions of Contract may be modified as under :-

“Secretary” means “Secretary of Ministry of Home Affairs” for the time being in the Administrative charge of the subject matter of contract and included Special Secretary, Additional Secretary, Joint Secretary, Director of Deputy Secretary in such Ministry OR Deputy Director General, Director, Deputy Director, Assistant Director/ Section Officer of the Procurement Wing of this Ministry and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.
 - III. Under Clause 2©-page 5 of DGS&D Conditions of Contract the word “Director General of Supplies and disposals or heads of his concerned regional offices” may be replaced by Deputy director General/Director, Procurement Wing, Ministry of Home Affairs.
 - IV. Similarly the reference to “Directorate General of Supplies and Disposals (DGS&D)” wherever appearing may be suitable modified with “Procurement Wing, Ministry of Home Affairs”.
 - V. Clause 24 i.e. “Arbitration” may please be substituted by the amendment as mentioned in Para 11 of the “Important Instructions for Global Tender Enquiry” at page 10 of the tender documents.
2. Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenderers in Form No.DGS&D 230,231,233, 234,235,236 and 237 :-

Reference to “Director General of Suppliers & Disposals” and “Directorate General of Supplies and disposals” wherever appearing in the above forms may be amended to read as “Deputy Director General/Director of Procurement Wing, Ministry of Home Affairs” and “Procurement Wing, Ministry of Home Affairs” respectively.

SIGNATURE OF THE TENDERER



QUESTIONNAIRE

1.	Name and Address of Contractor		
2.	Whether Registered/Enlisted with DGS&D for subject stores along with Foreign Manufacturer	YES	NO
	a) If yes the % of agency commission (Max & Min.) (Please enclose a copy of regn./enlistment certificate)	MAX	MIN
	b) Validity date of Regn. / Enlistment Certificate		
3.	Whether past supplier of the subject stores to Ministry of Home Affairs or any Government Organisation/ Undertaking during the last three year (If yes, submit the performance statement in the enclosed proforma)	YES	NO
	Term of Delivery:		
	i) FOB (indicate the name of port of shipment)		
	ii) CIF (indicate the name of the airport)		
	iii) F.O.R. Destination		
	a) Whether Custom Duty Extra		
	b) If extra the rate of custom duty to be indicated		
	a) Whether Excise Duty Extra in respect of the indigenous stores/locally manufactured stores		
	b) If yes the rate of the excise duty to be indicated		
	a) Whether Sales Tax Extra in respect of locally Manufactured stores		
	b) If yes the rate of CST & LST to be indicated		
8.	Discount offered, if any		
9.	Delivery period proposed and monthly rate of supply		
10.	a) Whether stores fully confirms to the Tender Schedule Specification b) If no indicate the details of deviation on separate sheet	YES	NO
11.	Acceptance to th4 Conditions of Contract as contained in DGS&D-68 Revised) amended till date and those contained in Pamphlet NoDGS&D-229 read with Annexure attached.		

Signature of Tenderer.....

Name in Block Letters.....

Capacity in which tender signed.....

Full address.....



TENDERERS SHOULD FURNISH SPECIFIC ANSWER TO ALL THE QUESTIONS GIVEN BELOW
TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR
AND/OR EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED

Sl. No.	Question	
1.	Tender Enquiry No.	
2.	Whether the stores offered fully confirm to the technical particulars and specification/drawings specified in the schedules to tender. If not whether the details of deviations have been mentioned in the proforma for the statement of deviations	
3.	Brand of the stores offered	
4.	Name and address of Manufacturer	
5.	Place of Manufacture	
6.	Please confirm whether the store(s) will be supplied with packing and marking clause stipulated in the tender enquiry	
7.	Gross weight of the consignment and net weight of each item	
8.	Details of the Permanent Income Tax Account No. of foreign manufacturer and the Indian agent	
9.	Whether the latest Income Tax Clearance Certificate has been attached	
10.	What is the status of the manufacturing unit	
11.	Whether registered with DGS&D as suppliers along with the foreign manufacturer, if so the details of the registration may be furnished	
12.	Whether enlisted with the DGS&D under the compulsory enlistment scheme along with the foreign manufacturer, if so the details of the enlistment may please be furnished.	
13.	Name and full address of the Banker to the foreign manufacturer and the Indian agent.	

SIGNATURE OF THE TENDERER

.....Contd/-



14.	<p>Business name and the constitution of the firm/Indian agent :-</p> <p>Is the firm is registered under the (a) Indian Company Act (b) Indian Partnership Act (c) any other act. If not please give the full name(s) and address(es) of the owner(s)</p>	
15.	<p>Whether the tendering firm is/are</p> <p>a) Manufacturer b) Manufacturer's authorised agent c) Holders in stock of the stores tendered for</p> <p>N.B. : If manufacturer's authorized agent please enclose with the tender the copy of manufacturer's authorization/agency agreement</p>	
16.	<p>If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in the manufacturing are also produced in India. If not give details of the materials, components etc. that are imported and the break-up of the indigenous and imported components together with their value and proportion it bears to the total value of the store should also be given.</p>	
17.	<p>State whether raw materials are held in stock sufficient for the manufacture of the stores</p>	
18.	<p>Please indicate the stocks in hand at present time (i) Held against this enquiry (ii) held by M/s.over which you have secured an option</p>	
19.	<p>Do you agree to the Sole Arbitration by the Secretary, Ministry of Home Affairs or by some other person appointed by him as provided in the General Conditions of Contract Form DGS&D-68(Revised) and amendment to that as per the Tender Enquiry [Your acceptance or non-acceptance of this clause will not influence the conditions of the tender enquiry. It should, however, be noted that an omission to answer the above will be deemed as an acceptance of the clause.</p>	

SIGNATURE OF THE TENDERER

.....Contd/-



20.	<p>If Partnership firm please state whether the firm is registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further :-</p> <p>a) Whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender,</p> <p>b) If the answer to (a) above is in the negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to the arbitration</p> <p>c) If the answer to either (a) or (b) above is in the affirmative [please furnish a copy of either the partnership agreement or the general power of attorney as the case may be</p> <p>N.B. :</p> <p>(1) Please attach to the tender a copy of either document on which reliance is placed for authority or partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a property stamped paper by all the partners.</p> <p>(2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.</p>	
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SIGNATURE OF THE TENDERER

.....Contd/-



21.	<p>Here state specifically :</p> <p>a) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Government Purchaser. If not state the reasons thereof if any, also indicate the margin of difference.</p> <p>b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons there of should be stated.</p>	
22.	<p>Are you :-</p> <p>a) Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate;</p> <p>b) Exempted from the licensing provision of the Act, for the manufacture of items quoted against this tender. If so, please quote relevant orders and explain your position;</p> <p>c) Whether you possess the requisite license for manufacturer of the stores and/ or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store ? In the absence of many reply it would be assumed that no licence is required for the purpose of raw materials and/or that you possess the required licence.</p>	

SIGNATURE OF THE TENDERER

.....Contd/-



23.	<p>Please indicate here prices on the following basis :-</p> <ul style="list-style-type: none">I. Net Ex-Factory PriceII. Net F.O.B./F.A.S. price exclusive of the commissionIII. F.A.S. Port of shipment of the principal/manufacturer pieceIV. F.O.B. PriceV. C.I.F. Indian Port PriceVI. F.O.R. Station of Despatch price(also indicating the station of despatch)VII. F.O.R. Destination Price	
24.	<p>The quantum of agency commission payable to the Indian Agent in rupees as on the prevalent T.T. Buying rate on the date of tender (also attach a copy of the enlistment certificate and the agency agreement indicating the quantum of agency commission payable to the Indian Agent.</p>	
25.	<p>In case of foreign firm quoting directly please indicate :-</p> <ul style="list-style-type: none">a) The name of the Indian Agent(s)/Associates(s) for after sale service in Indiab) The quantum of the commission payable to the Indian agent along with copy of the agency agreement.	

SIGNATURE OF THE TENDERER

.....Contd/-



26.	<p>What is the precise relationship between the foreign manufacturer/principal and the Indian Agent/Associates :</p> <p>a) The mutual interest which the manufacturer/principal and the Indian Agent(s)/Associate(s) have in the business of the each other.</p> <p>b) Any payment which the Indian Agent(s)/Associate(s) will receive from the foreign manufacturer/principal abroad whether as a commission for the contract or as a general retainer fee;</p> <p>c) Indian Agent's Permanent Income Tax Account No.</p> <p>d) The foreign principal's/manufacturer's Permanent Income Tax Account No.</p> <p>e) Whether certificate has been furnished that the net prices are exclusive of commission/profit etc. to be paid to the principal/manufacturer in foreign currency and the amount of the agency commission which the Indian Agent(s)/Associate(s) are entitled in terms of the agreement with the foreign principal has been indicated separately;</p> <p>f) Whether foreign manufacturer's/principal's proforma invoice (indicating, inter-alia, the remuneration/commission/discount etc. to be allowed in a particular transactions to the Indian Agent(s)/Associate(s) has been enclosed</p>	
27.	State whether business dealings with you have been banned by Ministries/Department of Supply/Ministry of Home Affairs	
28.	Please confirm that you have read all the instructions carefully and have complied with the instructions accordingly.	

Signature of the Witness :.....

Signature of the Tenderer :.....

Full name and Address of the Witness in Block Letters.....

(1) Full name and address of the person signing (In Block letters)

(2) Whether signing as Proprietor/ Partner/Constituted Attorney/ Duly authorized by the company.....



PROFORMA FOR EQUIPMENT AND QUALITY CONTROL OF THE
MANUFACTURING FIRM

Tender No..... Date of Opening.....

Name of the Tenderer

[Note : All details should relate to the manufacturer for items tendered for]

Sl. No.		
1.	Name & Full address of the manufacturer	
2.	i) Telephone No. ii) Fax No.	
3.	Telegraphic Address	
4.	Location of the manufacturing factory	
5.	Details of the Industrial License, wherever required as per statutory regulations	
6.	Details of important plant & machinery functioning in each department (monograph & description pamphlets be supplied, if available	
7.	Details of the process of manufacture in the factory	
8.	Details of stock of raw materials held	
9.	Production capacity of item(s) quoted for, with the existing plant & machinery i) Normal ii) Maximum	
10.	Details of the arrangement for quality control of products such as laboratory, testing equipments etc.	

SIGNATURE OF THE TENDERER

.....Contd/-



11.	Details of the staff :- i) Details of the technical supervisory staff in charge of production & quality control ii) Skilled labour employed iii) Unskilled labour employed iv) Maximum number of worker(skilled and unskilled) employed on any day during the 18 months preceding the date of Bid	
12.	Whether Goods are tested to any standard specification. If no copies or original test certificates should be submitted in triplicate	
13.	Are you registered/ enlisted with Directorate General of Supplies & Disposals (DGS&D), Government of India, if so full particulars of registration/enlistment, period of validity etc. with a copy of the registration/ enlistment certificate may please be attached.	

.....
SIGNATURE AND SEAL OF THE MANUFACTURER



PROFORMA FOR STATEMENT OF DEVIATIONS

The following are the particulars of deviations from the requirements of the instructions to bidders as contained in the General conditions of Contract and the T/E specifications and terms and conditions :-

I. STATEMENT OF DEVIATIONS FROM THE GENERAL CONDITIONS OF CONTRACT AND THE TENDER ENQUIRY TERMS AND CONDITIONS :-

<u>CLAUSE</u>	<u>DEVIATION</u>	<u>REMARKS</u>
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II. STATEMENT OF DEVIATIONS FROM THE TENDER ENQUIRY SPECIFICATIONS:-

<u>SL. NO OF THE SPECIFICATION</u>	<u>DEVIATION</u>	<u>REMARKS</u>

.....
SIGNATURE AND SEAL OF THE MANUFACTURER/TENDERER

NOTE : Where there is no deviation the statement should be returned duly signed with an endorsement indicating "No Deviations"



CONDITION REGARDING DEPOSIT OF EARNEST MONEY

1. All firms who are not specifically registered with NSIC or DGS&D for the stores for which the offers are being invited, are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule.
2. For claiming exemption from depositing earnest money , the tenderers should be registered with NISC/DGS&D specifically as mentioned in the tender schedule. Firms which are not specifically registered for the stores with specifications as mentioned in the tender schedule, will be treated as unregistered, and shall be required to deposit earnest money as above.

The enlisted Indian Agent of foreign firms with DGS&D under the Compulsory Enlistment under the Scheme of Ministry of Finance will not be treated as registered DGS&D suppliers for the purpose of exemption from payment of EMD and such Indian Agent will have to deposit the Earnest Money as mentioned in the Tender Schedule, otherwise their offer will be liable to be ignored.
3. Similarly, firms who are specifically registered for the stores with NSIC/DGS&D, but with a certain monetary limit, will be treated as unregistered for their tender value exceeding their monetary limit or registration. Such firms shall be required to deposit EM over and above their Exemption Limit.
4. The EM can be deposited in any one of the following alternative forms :
 - (a) A crossed bank draft drawn in favour of Pay and Accounts Officer DCPW, New Delhi. The draft should be payable at New Delhi.
 - (b) An irrevocable bank guarantee of any Nationalised schedule bank or OR reputed commercial bank of the tenderers country (in case of imported stores) in the format attached.
 - (c) In any other form prescribed in DGS&D-68 (Revised) for submission of security deposit.
5. The earnest money shall be valid and remain deposited with the purchaser for the period of 180 days from the date of tender opening. If the validity of the tender is extended, the validity of the BG/ or any other document submitted in lieu of EM will also be suitably extended by the tenderer failing which the tender after the expiry or the aforesaid period shall not be considered by the purchaser.

Signature of the tenderer.....



6. No interest shall be payable by the purchase on the EM deposited by the tenderer.
7. The EM deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
8. The EM of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.
9. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the EM shall be liable to be forfeited by the purchaser.
10. EM of all the unsuccessful tenderer shall be returned by the Purchaser as early as possible after the expiry of the bids validity, but not later than 30 days after placement of contract. Tenders are advised to send a pre receipted challan along with their bids so that refund of EM is made in time.
11. Any tender not accompanied with earnest money in any one of the approved forms acceptable to the purchaser, shall be rejected.

Govt. Examiner of Questioned Documents
For and on behalf of the President of India

Signature of the tenderer.....



Ministry of Home Affairs

PROFORMA FOR BG FOR SUBMITTING
EARNEST MONEY

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

Bank guarantee No..... dated :

To

Dear Sir,

In accordance with you Invitation to Tender No.....

.....M/s.....

hereinafter called the Tenderer with the following Directors on their Board of Directors/Partners of the firm :

- | | |
|----|----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

Wish to participate in the said Tender for the supply.....

Of.....

As a Bank Guarantee against Earnest Money for a sum of

(in words & figures).....valid for (180)

One hundred and eighty days from the date of opening of the Tender viz.....is required to be submitted by the Tenderer as a condition for the participation. This bank hereby guarantees and undertakes during the above said period of (180) one hundred and eight days to immediately pay, on demand by Dy. Director General (Proc.) in writing the amount of.....(words & figures) without any reservation and recourse if:-

- (i) The Tenderer after submitting his Tender, modifies the raters or any of the terms and conditions thereof, except with the previous written consent of the purchaser :
- (ii) The Tenderer withdraws the said Tender within 120 days after opening of tender Or The tenderer having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of contract.

Signature of the tenderer

.....Contd/-



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The Guarantee shall be irrevocable and shall remain valid upto.....if

Further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from

M/s.....on whose behalf this Guarantee is issued.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

1.....

.....
(Bank's Common Seal)



Annexure-A

Technical Specification: - DIGITAL FORENSIC SOFTWARE EnCase FORENSICS VERSION 6 OR HIGHER WITH ADDED MODEULES

No.	Item Description	Quantity
01	<p>Operating System and File System Support</p> <ul style="list-style-type: none">• Windows 95/98/NT/2000/XP/2003 Server, Linux Kernel 2.4 and above, Solaris 8/9 both 32 & 64 bit, AIX, OSX.• File systems supported by EnCase software: FAT12/16/32, NTFS, EXT2/3 (Linux), Reiser (Linux), UFS (Sun Solaris), AIX Journaling File System (JFS and jfs) LVM8, FFS (OpenBSD, NetBSD and FreeBSD), Palm, HFS, HFS+ (Macintosh), CDFS, ISO 9660, UDF, DVD, and TiVo® 1 and TiVo 2 file systems.• Supports the imaging and analysis of RAID arrays, including hardware and software RAIDs.• Dynamic Disk Support for Windows 2000/XP/2003 Server.• Ability to preview and acquire select Palm devices.• Ability to interpret and analyze VMware, Microsoft Virtual PC, DD and SafeBack v2 image formats.	02 Nos
02	<p>Acquisition</p> <ul style="list-style-type: none">• Support for creation of a complete, physical bitstream image of a subject drive or drives in a completely noninvasive manner. Support for verification by Cyclical Redundancy Checksum (CRC) blocks, during the acquisition process, on completion of the acquisition process, support for a second validation check, by a Message Digest 5 (MD5) hash, over the entire data set acquired, and facility to embed it as part of the evidence file for validation of the acquired media.• Support for Acquisition Granularity, Acquisition Restart, creation of Logical Evidence Files and a DOS-based utility for Linux environment acquisition.	
03	<p>Preservation for Evidence File</p> <ul style="list-style-type: none">• Support for secure preservation of evidence file	
04	<p>Analytical Functionality</p> <ul style="list-style-type: none">• Support for Automated Analysis• Support for Multiple Sorting Fields• Support for Filters and Filter Conditions• Support for Queries• Support to View "Deleted" Files and Other Unallocated Data in Context• Support for International Language Support• Support for Encrypted Volumes and Hard Drive Encryption acquisition and analysis.• Support for Link File Examination• Facility for Active Directory Information Extraction• Facility for Hardware Analysis• Support for Log and Event File Analysis , Symbolic Link Analysis, Compound Document and File Analysis, File Signature Analysis, Hash Analysis, Registry Analysis, External File Viewers, VMware Analysis, Single File, File Finder etc	



No.	Item Description	Quantity
05	<p>Search Functionality</p> <p>The availability of powerful search engine to locate information anywhere on physical or logical media.</p> <ul style="list-style-type: none">• Support for Proximity Search• Support for Internet and Email Search• Support for Search options such as Case Sensitive, GREP, RTL Reading, Active Code Page, Big Endian/Little Endian Unicode/UTF-8/UTF-7 and logical file recognition.	02 Nos
06	<p>Documentation and Reporting</p> <ul style="list-style-type: none">• Support for Automatic Reports• Support for Bookmaking Highlighted Data, Notes, Folder Information, Notable File, File Group, Log Record, Registry etc• Support for Instant Decoding of Nontext Data• Support for Integrated Picture Viewer with Gallery View• Support for Timeline, Intellitype, Time Zone Settings, Built-in Help.	
07	<p>Internet and Email investigation</p> <ul style="list-style-type: none">• Support for Email analysis to find, parse, analyze, display and document various types of email formats, including Outlook PSTs/OSTs ('97-'03), Outlook® Express DBXs, LotusNotes NFS, webmail such as Hotmail, Netscape and Yahoo; UNIX mbox files like those used by Mac OS X; Netscape; Firefox; UNIX email applications; and AOL 6, 7, 8, 9. Ability to recover deleted files and depending on the email format, the status of the machine.• Support for Browser History Analysis for Internet artifact search, WEB cache analysis, HTML carver, HTML page reconstruction, Kazaa toolkit, Instant Messenger toolkit, Presentation	
08	<p>EnScript® Searching Tools</p> <ul style="list-style-type: none">• Support for the automation of complex repetitive operations.• Facility to build custom-designed scripts for specific investigative needs.	
09	<p>External Modules</p> <ul style="list-style-type: none">• Virtual File System	

GOVT. EXAMINER