



GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS

Tender Document for

**Hiring of Cyber Forensic Professionals on
Outsourcing/Contract basis for National Cyber
Forensic Laboratory(E), Ministry of Home Affairs**

Issued by:

**Central Forensic Science Laboratory, DFSS, MHA,
Ramanthapur, Hyderabad-500013**

Glossary

In this document wherever abbreviations are used, following nomenclature is advised for reference:

CCA	Central Certifying Authority
CPP	Central Public Procurement
DSC	Data Service Center
EMD	Earnest Money Deposit
CFSL	Central Forensic Science Laboratory
LD	Liquidated Demurrage
NSDL	National Securities Depository Limited
PQC	Pre Qualification Criteria
LOI	Letter Of Intent

SECTION 1

1.1 Introduction

1.1 Central Forensic Science Laboratory, Hyderabad which comes under Directorate of Forensic Science Services, Ministry of Home Affairs extends invitation to the interested and eligible bidders for participation in the bidding process for “Hiring of Cyber Forensic Professionals for National Cyber Forensic Laboratory(E)” under CFSL, Hyderabad to meet growing concerns of Cyber Security and Cyber Crime in the country.

1.2 Bidder(s) refer to the sole bidder who wants to bid for this tender as per the terms and conditions of this TENDER, consortium or sub-contracting is not permitted.

1.3 Bidders are advised to study the TENDER document carefully. Submission of bid response to this TENDER shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications. Bid response prepared in accordance with the procedures enumerated in Section 2 of this TENDER should be submitted to the Purchaser or CFSL not later than the date and time laid down in this section of the TENDER.

1.4 Bidders can download the TENDER document from e-Procurement portal www.eprocure.gov.in

1.5 All bids must be accompanied by Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two lakh only) in the form of Bank Guarantee. The EMD should be issued from a nationalized/ scheduled bank. The Bank Guarantee shall be valid for the same period as the bid validity mentioned in this section. The Bank Guarantee should be prepared as per the format specified in Section 5 of this TENDER.

1.6 This TENDER document is not transferable.

1.7 Contact Details

Name of the Purchaser	Central Forensic Science Laboratory, Hyderabad
Name of the TENDER	Hiring of Cyber Forensic Professionals on Outsourcing/Contract basis for National Cyber Forensic Laboratory (NCFL(E))

Contact person & Address	Director, CFSL, DFSS, Ministry of Home Affairs, Government of India, Ramanthapur, Hyderabad-500013
Contact Number	040-27038429
Contact e-mail ID	cflshyd@gmail.com
Venue of Pre-Bid Meeting, Submission of EMD, Opening of Technical Bid	As per details available on the website www.dfs.nic.in or cflshyd.gov.in

1.8 Date-sheet

1.	Publication of TENDER on e Procurement Portal	2 nd July, 2019
2.	Date and time of pre-bid meeting	8 th July, 2019
3.	Last date and time to submit pre-bid queries on e-Procurement Portal and on e-mail ID (cflshyd@gmail.com)	10 th July, 2019
4.	Date of issue of query responses / Corrigendum (if required)	15 th July, 2019
5.	Last date and time for submission of online Bid	31 st July, 2019
6.	Date and time of opening of the Technical Bids	5 th August, 2019
7.	Bid validity	120 days from the last date and time for submission of online Bid

1.9 Bidders must note that bids, including both online bid submission and hardcopy submission of technical bid and EMD received after due date and time shall summarily be rejected. Purchaser would not be responsible for any delay in submission of bids. Separate sealed envelopes containing hardcopies of the above highlighted documents in original should be submitted latest by the last day and time of bid submission as provided in section-1 of the TENDER.

1.10 The Scope of Work, tender procedures and Contract terms are prescribed in this TENDER Document. The sections of the TENDER are indicated below.

SECTION	CONTENTS
Section 1	Introduction
Section 2	Instruction to Bidders
Section 3	Scope of Work and Manpower Details
Section 4	Contract Conditions
Section 5	Bid Submission Formats

1.11 The Bidder should examine all instructions, forms, terms & conditions, and scope of work in the TENDER Document and furnish all information as stipulated therein.

SECTION 2

2.1 Instruction to Bidders

2.1.1 The last date and time of submission of bids shall be as per Clause 1.8, Section 1 of the TENDER.

2.1.2 The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2.2 Registration

2.2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrollment". Enrollment on the CPP Portal is free of charge.

2.2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

2.2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. n Code, e-Mudhra, NSDL etc.), with their profile.

2.2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

2.2.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.3 **Preparation of Bids**

2.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2.3.2 Bidder should go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted.

2.3.3 Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white/ color option.

2.4 **Submission of bids**

2.4.1 Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.

2.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

2.4.3 Bidder has to select the payment option as “offline” to pay EMD as applicable and enter details of the instrument.

2.4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be delivered to Purchaser, latest by the last date and time of bid submission as provided in Section 1 of TENDER. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

2.4.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

2.4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.4.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.4.8 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.5 Assistance to Bidders

2.5.1 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal.

2.5.2 Online bid should be submitted on <http://eprocure.gov.in/eprocure/app> following the details mentioned below:

2.6 Cover-01:

Scanned copy of Bank Guarantee towards EMD should be uploaded (PDF format) electronically on <http://eprocure.gov.in/eprocure/app>. In addition, original EMD bank guarantee and original technical bid shall be submitted physically at CFSL office (address as per clause 1.7, section -1) in a sealed cover clearly marked Request for Proposal for “Selection of Agency for Providing Cyber Forensic Professionals for National Cyber Forensic Laboratory”

This envelope is to be superscribed with TENDER Number and Due Date.

2.6.1 All documents in Cover – 01 shall be uploaded as below:

Cover 01: Cover-1 would consist of the following documents:

Cover No.	Cover type	Description	Document type	Content
Cover-1	Fee/Technical Bid	Scanned copy of EMD	.pdf	Scanned copy of EMD

Cover No.	Cover type	Description	Document type	Content
		Technical Bid containing all relevant details	.pdf	Technical bid as per submission format.
		Blank financial bid templates	.pdf	Breakdown of cost components mentioning only manpower resources. It should not mention cost of any other items.
		Statement of Deviation from work as provided in para 5.15	.pdf	If any deviation and variations from scope of work needs to be defined.
		Supporting documents (this may be uploaded along with technical bid as mentioned in Section 5)	.pdf	All relevant details and documentary proofs including power of Attorney executed by the bidder.

Cover 02: Cover-2 would consist of the following documents:

Cover No.	Cover type	Description	Document type	Content
Cover 2	Financial Bid	Financial bid letter as provided in para 5.13	.pdf	Signed copy of Financial bid letter
		Filled financial Format as provided in para 5.14	.pdf	Price break-up as per formats

2.7 Cost of Bidding Process

2.7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentations etc. for the purposes of clarification of the bid.

2.8 Clarification on TENDER Document

2.8.1 A prospective Bidder requiring any clarification on the TENDER Document may upload queries on the e Procurement portal and through email provided in Section 1. The queries must be submitted in the following format:

BIDDER'S REQUEST FOR CLARIFICATION					
Name and Address of the Organization submitting request			Name and Position of Person submitting request		Contact Details of the Organization / Authorized Representative
					Tel:
					Fax:
					Email:
S. No	TENDER Section	TENDER Page	TENDER Clause	Content of TENDER requiring clarification	Points of clarification required
1.					
2.					

2.8.2 The Purchaser will respond, to any request for clarification to queries on the TENDER Document, received not later than the date prescribed by the Purchaser in Section 1 of this TENDER document.

2.9 **Bid Prices**

2.9.1 The Bidder shall indicate in the pro-forma prescribed in Section 5 of this TENDER, the unit rates of the services, it proposes to provide under the Contract. Prices should be shown separately for each manpower as detailed in Bid document.

2.9.2 The Bidder shall prepare the bid based on details provided in the TENDER documents. The Bidder shall carry out all the tasks in accordance with the requirement of the TENDER documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the TENDER documents.

2.9.3 The Bidder as part of its Financial Bid should account for all out of pocket and other expenses that the Bidder shall incur during the contract period.

2.9.4 Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications. The Bid Prices shall be indicated in Indian Rupees (INR) only.

2.9.5 The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever, all taxes, duties, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out should be quoted on actual.

2.9.6 The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution, bonus, insurance, leave salary etc.

2.9.7 A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.

2.10 **Bidder Qualification**

2.10.1 The "Bidder" as used in the TENDER documents shall mean the organization on whose behalf the TENDER response has been submitted. The Bidder may be either the Principal Officer (MD/ Company Secretary) or his/her duly Authorized Representative, in which case he/she shall submit a power of attorney.

2.10.2 It is further clarified that the individual signing the TENDER or other documents in connection with the TENDER must certify whether he/she signs as:

2.10.3 Constituted attorney of the firm, if it is a company

OR

2.10.4 The principal officer or his/her duly assigned authorized representative of the bidder, in which case he/she shall submit a certificate of authority on behalf of the bidder.

2.10.5 The authorization shall be indicated by power-of-attorney accompanying the bid.

2.11 **Earnest Money Deposit (EMD)**

2.11.1 The Bidder shall furnish, as part of its bid, EMD of the amount and format as mentioned in Section 1 and 5 of this TENDER.

2.11.2 The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the EMD's forfeiture.

2.11.3 The EMD (denominated in Indian Rupees) shall be in the form of a bank guarantee issued by a Nationalized / Scheduled Bank, in the Performa provided in Section 5 of this TENDER and shall have validity as stated in Section 1 of this TENDER.

2.11.4 Unsuccessful Bidder's EMD will be discharged/ returned after award of contract to the successful Bidder. No interest will be paid by the Purchaser on the EMD amount.

2.11.5 The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract, pursuant to Clause 2.25 and after furnishing the performance security, pursuant to Clause 2.24.

2.11.6 The EMD may be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid or in the case of a successful bid, if the Bidder fails to furnish performance security to sign the Contract within 14 days of issue of LOI.

2.12 **Period of Validity of Bids**

2.12.1 Bids shall remain valid for period as stated in Section 1 of this TENDER. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive and shall not be taken up for evaluation purposes.

2.12.2 The Purchaser may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or by e-mail).

2.13 Terms and Conditions of Bidder

- 2.13.1 Printed terms and conditions (General Conditions) of the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this Invitation of TENDER are not acceptable to any Bidder, he should clearly specify deviation in his Bid. Similarly, in case the Services being offered have deviations from the requirements laid down in this TENDER, the Bidder shall describe in what respects and to what extent the Services being offered differ/deviate from the requirements, even though the deviations may not be very material. The Bidder must state categorically whether his offer conforms to TENDER requirements / specifications and indicate deviations, if any.
- 2.13.2 Any deviations / assumptions mentioned elsewhere in the Bid, other than the formats (Format 5.15, Section 5 of this TENDER) will not be considered by the Purchaser.
- 2.13.3 All deviations should be closed before the financial bid opening by mutual discussion between Purchaser and Bidder. Financial bid would be opened only after closure of all deviations by the technically successful bidders.

2.14 Last Date for Receipt of Bids

- 2.14.1 Bids will be received by the Purchaser at the address specified in Section 1. In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Bids will be received up-to the appointed time on the next working day.
- 2.14.2 The Purchaser may, at its discretion, extend the last date for the receipt of bids, in which case all rights and obligations of the Purchaser and Bidder previously subject to the last date will thereafter be subject to the last date as extended.
- 2.14.3 Any bid received by the Purchaser after the last date and time for receipt of bids prescribed by the Purchaser, pursuant to Section 1, will be rejected and shall not be considered for opening and/or returned unopened to the Bidder.

2.15 Modification and Withdrawal of Bids

2.15.1 No bid may be altered / modified after submission to the Purchaser. Unsolicited correspondences in this regard from Bidder will not be considered.

2.15.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

2.16 Address for Correspondence

2.16.1 The Bidder shall designate the official mailing/e-mail address, place and fax number to which all correspondence shall be sent by the Purchaser.

2.17 Contacting the Purchaser

2.17.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

2.17.2 Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

2.18 Opening of Technical Bid by Purchaser

2.18.1 The Purchaser will open the Technical Bid, in the presence of the representatives of the Bidders' members who choose to attend, at the time, date and place, as mentioned in Section 1 of this TENDER.

2.18.2 The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.

2.19 Evaluation of Technical Bids

2.19.1 Technical bid of the Bidder shall be opened and evaluated for acceptability of Techno-functional requirements, deviations and technical suitability. Bidders shall respond to the requirements as explained in the TENDER for their evaluation with regard to experience and qualification. In

addition, Bidder shall refer and respond to all technical and functional requirements as mentioned in the TENDER document.

2.19.2 Evaluation of Technical Bid will be done in following two steps.

2.19.2.1 The Purchaser will examine the bids to determine whether they are complete, whether the bid format confirms to the TENDER requirements, EMD has been furnished, whether the bids are generally in order. The Bids which fulfill these criteria would be considered for Pre-Qualification Criteria as described below.

2.19.2.2 The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Purchaser's requirements, as described under Pre Qualification Criteria at para 2.19.6 of this TENDER Documents. The Bidder must possess the technical know-how and have the financial capabilities that would be required to successfully provide the services sought by the Purchaser, for the entire period of the contract. The Bidder's bid must be complete in all respect.

2.19.3 The Purchaser may waive any informality or nonconformity or irregularity in a bid which does not constitute a material deviation according to the Purchaser.

2.19.4 When deemed necessary, during the tendering process, the Purchaser may seek clarifications from any or all the Bidders.

2.19.5 Technically Qualified bidders adhering to the Purchaser's technical requirements will only be considered for next stage i.e. financial bid evaluation.

2.19.6 **Technical Evaluation Process- Pre- Qualification Criteria-** If the Bids are complete, in format and have furnished required EMD only those bids will be considered for **Pre- Qualification Criteria** as follows:

Sl.No.	Criteria	Document required
1.	The Bidder shall be an established company registered under the Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 and in operation for at least 3 years	a) Valid documentary proof of: <ul style="list-style-type: none"> • Certificate of incorporation • Certificate consequent to change of name, if applicable (b) Valid documentary proof of:

Sl.No.	Criteria	Document required
	as on 31.01.2018 and shall have their registered offices in India.	<ul style="list-style-type: none"> • GST Registration number • Income Tax registration/PAN number • Proof of office in India • PF Registration • ESI Registration
2.	The bidder's average turnover from IT/ ITES services should be minimum of 30% of the estimated cost in last 3 financial year - ending at March 31, 2018	<ul style="list-style-type: none"> • Copy of the audited Balance sheet and Profit & Loss account/statement; • Statutory Auditor's Certificate.
3.	Bidder should have executed at least 2 Projects for supply of IT professional manpower to Central Government/ State Government/PSUs/ Nationalized Banks/Reputed Organisations in India.	<p>Completion Certificates from the client.</p> <p>OR</p> <p>Work Order/Contract copy + Self Certificate of Completion (Authorized signatory)</p> <p>OR</p> <ul style="list-style-type: none"> • Work Order/ Contract copy + Phase Completion Certificate from the client.
4.	The Bidder shall have a positive net worth in each of the following years 2015- 2016, 2016-2017 and 2017-18.	A certified document by the Chartered Accountant stating the net worth on each year as specified.
5.	The Bidder shall not be under a declaration of Ineligibility for corrupt or	Declaration in this regard by the authorized signatory of the Bidder.

Sl.No.	Criteria	Document required
	fraudulent practices or blacklisted with any of the Central / State Government agencies.	
6.	The bidder must have minimum 50 technically qualified personnel on its reserved panel specifically in the areas of IT/ ITES services and other related activities similar to scope of work of the tender as on 31.01.2019	Certificate from Bidder's HR Department for the number of Technically qualified professionals employed by the company with their skill set.
7.	<p>The bidders will be evaluated for profiles provided of one Forensic Lab Manager, five selected profiles of Sr. Cyber Security Consultant/ Analyst as declared by the bidder) out of all the professionals to be deployed, if found fit as per the resource criteria of the TENDER.</p> <ul style="list-style-type: none"> • One CV of Forensic Lab Manager • Five CVs of Senior Cyber Security Consultant/Analyst 	Resume as per bid template and copy of professional certification

2.20 Opening of Financial Bids

2.20.1 The Purchaser will open the Financial Bids of only Technically Qualified Bidders who have cleared Pre Qualification Criterion after all deviation has been resolved and accepted by the purchaser, in the presence of the authorized representatives of the qualified Bidder, at the time, date and place, as decided by the Purchaser.

Financial evaluation would be undertaken irrespective of number of Bidders qualifying the Technical evaluation.

2.20.2 The Financial bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/ its authorized representative and office of Purchaser can make any enquiry/seek clarification from the bidders, within the stipulated time else, bid of such defaulting bidders will be rejected.

2.20.4 The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidders' representatives as per the schedule stated above.

2.20.5 The bid with lowest Financial (L1) i.e. "lowest price quoted" in Grand total as mentioned in the Financial Bid Table will be considered as the Successful bid i.e. Lowest Bid (L1 Bid)

2.20.6 Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

2.20.7 The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.

2.20.8 Any conditional bid would be rejected.

2.21 **Award Criteria**

2.21.1 The award of contract will be determined based upon evaluation of financial bids.

2.21.2 An affirmative determination will be a prerequisite for award of the Contract to the Bidders. The contract will be offered to the lowest Bidder i.e. L1 (the Lowest).

2.22 **Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

2.22.1 The Purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder (s) or any obligation to inform the affected Bidder (s) of the grounds for the Purchaser's action.

2.23 **Notification of Award**

2.23.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidders in writing that its bid has been accepted. The Bidder shall provide his acceptance within defined time period of such notification.

2.23.2 The notification of award will constitute the formation of the Contract.

2.23.3 Upon the successful Bidder's furnishing of performance bank guarantee, the Purchaser may notify each unsuccessful Bidder and will discharge their EMD.

2.24 **Performance Bank Guarantee**

2.24.1 Within 14 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security of 10% of total contract value in accordance with the Conditions of Contract, in the Performance Bank Guarantee. The bank guarantee will be valid for 6 months beyond the end of contract period and in case of any extension of the contract, the Bank Guarantee will be valid for the extended period.

2.24.2 Failure of the successful Bidder to comply with the requirement of the TENDER and signing of contract as per Clause 2.11.6 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may award the Contract to the next best evaluated bid or call for new bids.

2.25 **Signing of Contract**

2.25.1 The successful Bidder shall sign the contract within 14 days of the receipt of notification of award.

2.25.2 The bidder shall provide, within seven days of signing of contract, CVs of remaining Professional / resources for Sr. Cyber Security Consultants/Analysts in addition to CVs of one (1) Forensic Lab Manager, 5 Nos. of Sr. Cyber Security Consultants/Analysts already provided in the Technical bid, who are to be deployed if found suitable. The CVs of professionals provided after the signing of

contract shall be similar to the CVs of lead professionals provided in the Technical bid for evaluation purpose.

2.26 Rejection Criteria

2.26.1 Besides other conditions and terms highlighted in the TENDER document, bids may be rejected under following circumstances:

2.26.2 General Rejection Criteria.

2.26.3 Bids submitted without or improper EMD.

2.26.4 Bids received through Telex / Telegraphic / Fax / e-Mail.

2.26.5 Bids which do not confirm validity of the bid as prescribed in the TENDER.

2.26.6 If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the tendering Process.

2.26.7 Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions.

2.26.8 Bids received by the Purchaser after the last date and time for receipt of bids prescribed by the Purchaser, pursuant to Section 1 of the TENDER.

2.26.9 Technical Rejection Criteria

2.26.9.1 Technical Bid containing financial details.

2.26.9.2 Revelation of Prices in any form or by any reason before opening the Financial Bid.

2.26.9.3 Failure to furnish all information required by the TENDER Document or submission of a bid not substantially responsive to the TENDER Document in every respect.

2.26.9.4 Bidders not responding to the complete scope of Work as indicated in the TENDER documents, addendum (if any) and any subsequent information given to the Bidder.

2.26.9.5 If the bid does not conform to the timelines indicated in the bid.

2.26.10 Financial Rejection Criteria

2.26.10.1 If there is an arithmetic discrepancy in the Financial Bid calculations the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, bid may be rejected.

Section 3

3.1 Scope of Work:

The Ministry of Home Affairs is implementing the 'Cyber Crime Prevention for Women and Children (CCPWC) Scheme which has various components. One of the component of the scheme is to set up a National Cyber Forensic Laboratory. Directorate of Forensic Science Services (DFSS) has been identified as nodal agency for setting of 'National Cyber Forensic Laboratory' at CFSL, Hyderabad for collection of evidence related to Cyber Crimes, preserving the evidence and its Forensic analysis in line with the provisions of the IT Act and Evidence Act.

The scheme envisages setting up of the following:

Setting up of National Cyber Forensic Laboratory(E)

For this purpose, this TENDER is being floated for selection of agency for providing professionals (Forensic Lab Manager (1 No.) & Sr. Cyber Security Consultant/Analyst(12 Nos.) to carry out the above work.

3.2 Bidder's scope of work in brief

3.2.1 Bidder shall provide qualified and experienced professionals (Forensic Lab Manager, Sr. Cyber Security Consultant/Analyst and Jr. Cyber Security Consultant/Analyst) for

- a. Setting up of National Cyber Forensic Laboratory.
- b. DFSS/CFSL may also assign any other related works to these professionals from time to time as required.

3.2.2 **Requirement of Professionals / resources:** Table below provides the list of resource categories and estimated resource requirements:

Sl. No	Description	No. of Persons
1.	Forensic Lab Manager	1
2.	Sr. Cyber Security Consultant/Analyst	12

3.3 Consideration for selection of professionals

The bidder shall provide, within seven days of signing of contract, CVs of remaining Professional / resources for Sr. Cyber Security Consultant/Analyst in

addition to CVs one Forensic Lab Manager, CVs of 5 Nos. of Sr. Cyber Security Consultant/Analyst provided in the Technical bid, if found fit are to be deployed. The CVs of professionals provided after the signing of contract shall be similar to the CVs of lead professionals provided in the Technical bid for evaluation purpose. Since the work involves confidentiality, each professional will undergo an interview. The bidder is responsible to ensure that each professional of the proposed team shall undergo interview by DFSS at bidder's cost. Candidates who do not clear the interview shall not be permitted to be deployed and an immediate replacement shall be provided by the bidder on the same process of interview.

3.4 Requirements, qualification and experience of Professionals / resources:

S. No.	Description	No. of resources	Minimum Qualifications	Experience
1	Forensic Lab Manager	1	i) M.Sc in Physics/Electronics/Computer Science/Information Technology/Forensic Science (with Physics or Maths as one of the subject in each year in Bachelor of Science Level) from recognized University/Institute or BE/B.Tech in Computer Science/ Information Technology/Electronics & Communication from recognized university/ Institute or Master of Computer Applications (MCA) from recognized University/Institute Desirable Ph.D or Research experience in the area of Digital Signal Processing (DSP), Networking, Computer Programming, Database Management System(DBMS), Cyber	6 years experience of analytical methods and research therein in the field of computer hardware and software & digital technology out of which minimum two years should be in managerial capacity.

			Security etc.	
2.	Senior Cyber Security Consultant/ Analyst	12	<p>i) M.Sc in Physics/ Electronics/Computer Science/Information Technology/Forensic Science (with Physics or Maths as one of the subject in each year in Bachelor of Science Level) from recognized University/Institute or BE/B.Tech in Computer Science/ Information Technology/Electronics & Communication from recognized university/ Institute or Master of Computer Applications (MCA) from recognized University/Institute</p> <p>Desirable</p> <p>Working experience in the area of Digital Signal Processing (DSP), Networking, Computer Programming, Database Management System(DBMS), Cyber Security etc.</p>	3 years experience of analytical methods and research therein in the field of computer hardware and software & digital technology.

3.5 Activities to be performed

3.5.1 Forensic Lab Manager - Activities to be performed and not limited to:

- Report to Project Leader, NCFL(E)/ Director, CFSL, Hyderabad ,
- Develop and direct the implementation of policies, procedures and work standards of NCFL(E).
- Handle administrative responsibilities including conferring with and representing NCFL in meetings with higher level departmental officers and other agencies, ensuring NCFL needs and concerns are represented.

- Oversee preparation of periodic and special reports.
- Contribute to the overall quality of the services by periodically reviewing research & development, testing, quality control, security, safety and other operational reports to ensure that quality standards, efficiency, and schedules are met.
- Plan, Organize, administer, review and evaluate the work of professional, technical and auxiliary staff through subordinate levels of supervision.
- Provide for training, development of staff, authorize discipline as required.
- Provide policy guidance and evaluation to staff.
- Assist CFSL/DFSS/MHA in reviewing the policies and procedures, monitor changes in laws, regulations and technology and that may affect NCFL operations.
- Direct the implementation of policy and procedural changes as required, address complaints and resolve the problems.
- Monitor the day-to-day operations and security of data to ensure that the NCFL is following policies and procedures and is providing services effectively and efficiently.
- Perform other duties of similar nature or level as and when assigned by CFSL under DFSS/MHA

3.5.2 Senior Cyber Security Consultant/Analysts - Activities to be performed and not limited to

- Report to Project Leader, NCFL/ Director, CFSL, Hyderabad.
- Supervision, examination and report writing of cases, operation and maintenance of the instruments/AMCs.
- Assist in Research and Development for novel or improved technology/ materials/systems/processes/ methods/ procedures/ devices/ techniques by which recognised and/or specific forensic disciplines or laboratory needs may be met.
- Other activities including technology evaluation, selection and acquisition of equipment and other infrastructural facilities for need based and application oriented capacity or capability building for enhancing credibility, quality and timeliness of service output of the discipline/ laboratory.

- Provide assistance required by the Reporting Officers/ head of the discipline(s) and other superiors in the discharge of their duties and responsibilities .
- Maintain records of his/her work accomplishments.

3.6 Changes in Professionals / Resources deployment will be approved by the purchaser.

3.6.1 The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Director CFSL Hyderabad/Govt. of India/any State or any Union Territory.

3.6.2 The character & antecedents of the personnel should be verified by the Agency from the Local Police before deploying them and the certificate will be produced by the Agency to concerned CFSL.

SECTION 4

4 Contract Conditions

4.1 The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

4.2 The Bidder shall provide fortnightly and monthly status report to the Purchaser.

4.3 Bidder's team of Professionals / resources:

4.3.1 The requirements for Bidder's team of Professionals / resources are outlined in Section 3. Bidder shall ensure that the Bidder's Team is security vetted as per Purchasers guidelines, competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform the works mentioned under this Contract.

4.3.2 Bidder shall ensure that the services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser.

4.3.3 Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

4.3.4 The Bidder shall provide the Purchaser with the resume of the proposed personnel and provide such other information as the Purchaser may reasonably require. The Bidder shall conduct background verification checks of the proposed personnel (Bidder's Team) and share the report with the Purchaser before joining the project.

- 4.3.5** Purchaser reserves the right to interview the personnel proposed that will be deployed as part of the project team. If found unsuitable, the Purchaser may reject the deployment of the personnel.
- 4.3.6** Purchaser reserves the right to require changes in personnel which shall be communicated to the Bidder. The Bidder with the prior approval of the Purchaser may make changes to the project team.
- 4.3.7** The Bidder shall ensure that none of the Forensic Lab Manager, Sr. Cyber Security Consultant/Analyst proposed, exit during first 6 months of the job assignment. It is important that the Bidder submits profiles of only those resources that are available for the project. In case of any change of the Forensic Lab Manager, Sr. Cyber Security Consultant/Analysts during the first 6 months of the work, it would attract a penalty as per clause 4.4 in this section irrespective of the reasons. It does not apply in case of change requested by the Purchaser. Every change in any case will require the approval of the Purchaser as per clause 3.3.
- 4.3.8** In case of change in its team members, for any reason whatsoever, the Bidder shall ensure that the exiting members are replaced with at least equally qualified and professionally competent members and shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
- 4.3.9** In case of replacement of any professional resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service. There should be at least 30 days overlap period for knowledge transfer.
- 4.3.10** All professional resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available as agreed upon for the entire reporting time period at the sites. The resources, are to be allocated at 100% for the work by the successful bidder(s) and the allocated resources cannot work simultaneously on other projects/ work.

- 4.3.11** All professionals will be security vetted by Police/MHA, if required, before deployment on the project and any cost associated with this will be borne by the bidder.
- 4.3.12** The Bidder shall provide at the respective site necessary supervision during the execution of work as long as the Purchaser may consider necessary for the proper fulfillment of the Bidder's obligations under the Contract. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.
- 4.3.13** The Bidder shall provide and deploy at the sites only those manpower resources who are qualified/skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.
- 4.3.14** The Purchaser's representative may at any time object to and require the Bidder to remove forthwith from the sites; any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has misconduct or his / her deployment is otherwise considered undesirable by the Purchaser's representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.
- 4.3.15** The Purchaser's representative may at any time object to and request the bidder to remove from the project, any of bidder's authorized representative including any employee of the bidder or his team or any person(s) deployed by the bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited or for any other reason. The Bidder will have to replace the concerned person.

4.4 Liquidated Damages

#	Measurement	Target	Liquidated damage
1.	Signing of contract and submission of Performance Bank Guarantee after notification of award	Within 14 days of notification of award, the successful Bidder shall furnish the Performance Bank Guarantee in accordance with the Terms & Conditions of tender.	Failure of the successful Bidder to comply with the requirement shall result in Annulment of the award and forfeiture of the EMD.
2.	Completion of All reports/deliverables agreed in contract	As per timelines	1% of the monthly payment for every week of delay.

Liquidated damages will be capped at 10% of the contract value

4.5 Payments

4.5.1 Purchaser will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents. Bidder should raise invoices monthly.

4.5.2 All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.

4.5.3 No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized/approved by the Purchaser in writing.

4.5.4 In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder. The Bidder shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or the Bidder.

4.5.5 All payments to the Bidder shall be subject to the deductions of tax at source under applicable taxes, and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Bidder on chargeable basis.

4.5.6 In case of change in rate of taxes under change in law, appropriate parties shall pass the benefit, if any, of the same over and above the contract value to the other party.

4.5.7 All invoices to be submitted monthly along with timesheet, proof of deposition of EPF,ESI etc and other reports due in that particular month. LD will apply and will be deducted as per section 4.4 for any delay in the submission of any reports during the quarter.

4.5.8 The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at Director CFSL Hyderabad site or for any accident caused to them shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the DDO, CFSL Hyderabad for whatever reason. The Agency shall also pay the wages through their bank account and invariably furnish the records of payments etc. in a systematic way on monthly basis. The Agency shall also be responsible for the insurance of its personnel. The agency shall specifically ensure compliance of all the applicable Laws/Acts in force at the time of making contract.

4.6 Payment Milestones

#	Milestone	Supporting Documents	Frequency
1.	Professional resources Costs	Monthly pay-out post submission of duly signed timesheets and milestone reports duly evaluated and approved by competent	Monthly

#	Milestone	Supporting Documents	Frequency
		authority and deduction of penalty(if any), along with proof of EPF,ESI etc deposited with the concerned agencies.	

4.7 Intellectual Property Rights

Any / all Intellectual Property Rights owned by the Bidder prior to the execution date and/ or applied for prior to the execution date (“herein after referred to as “pre-existing IPR”) shall strictly vest with the Bidder as the case may be and the Purchaser shall have no right whatsoever on such Intellectual Property Rights.

4.8 Term and Extension of the Contract

The term of this contract is for One years and may be extended as per the discretion of the competent authority.

4.9 Dispute Resolution

4.9.1 During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) day notice in writing, to refer the dispute to arbitration.

4.9.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

4.9.3 The Arbitration proceeding shall be held at the place of deployment.

4.9.4 The Arbitration proceeding shall be governed by the substantive laws of India.

4.9.5 The proceedings of Arbitration shall be in English language.

4.10 Publicity

4.10.1 The Bidder / Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

4.10.2 Bidder undertakes to take all reasonable steps to ensure that its employees/ agents/ representatives/ professional advisors and consultants comply with all provisions of this Contract.

4.11 Force Majeure

4.11.1 The Purchaser or the Bidder as the case may be are entitled to suspend or excuse their respective performance of their respective obligations under this agreement to the extent that the Purchaser or the Bidder as the case may be is unable to render such performance by an event of Force Majeure.

4.11.2 In this agreement Force Majeure means any event or circumstance or a combination of events and circumstances, which satisfy all the following conditions:

4.11.2.1 materially and adversely affects the performance of an obligation;

4.11.2.2 are beyond the reasonable control of the affected party;

4.11.2.3 such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;

4.12 Confidentiality

4.12.1 Confidential Information.

4.12.2 All information (whether written/ tangible or oral/ Intangible) furnished by the Purchaser or any third party to the Bidder or Bidder's Representatives/ employees/ agents, in connection with this Contract, and all analyses, compilations, studies or other information documents or materials prepared by Bidder or Bidder's Representatives/ employees/ agents etc., in relation to information obtained by the Bidder in connection to and under the purview of this Contract shall be considered Confidential Information. The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or

confidential information relating to the Services/Contract and/or Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the Purchaser.

4.12.3 All information disclosed in writing, email, or the Purchaser shall consider other tangible electronic storage medium, as "Confidential".

4.12.4 The term confidential information does not, however, include any information which:

4.12.5 was or became publicly available as a matter of law or otherwise without any disclosure by the Bidder/Bidder's Representatives;

4.12.6 was or is developed by the Bidder or Bidder's Representatives without reference to any information received from the Purchaser in connection with this Agreement; and

4.12.7 has been approved for release in writing by an authorized representative of the Purchaser.

4.12.8 Terms of Confidentiality

4.12.9 The Bidder (on behalf of itself and its Representatives/ agents/ employees):

- a. acknowledges the confidential and proprietary nature of the information;
- b. shall keep the information confidential and will not without the prior written consent of the Purchaser, disclose any information to any person (including, without limitation, any member of the media, or any other individual, corporation, partnership, limited liability company, Government agency, or group) in any manner whatsoever, and
- c. will not use any information other than for the purpose contained within the contract terms

4.13 Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

4.14 Change orders

The Bidder agrees that the Manpower Requirements are not guaranteed by the Purchaser and Purchaser can require a lesser number of manpower. In case Purchaser needs more people of a particular category, Bidder will provide them at the quoted rate.

SECTION 5

Bid Submission Formats

5.1 Technical Bid Letter

To,
Director ,
Central Forensic Science Laboratory
DFSS, MHA, Govt. of India,
Ramanthapur, Hyderabad – 500013.

Sub: Supply of Cyber Forensic Professionals on Outsourcing/Contract basis for
National Cyber Forensic Laboratory (NCFL(E)).

Ref: TENDER No.<<>> **dated << 2019>>**

We, <<name of the undersigned Bidder >>, having read and examined in detail all the bidding documents in respect of “Supply of Cyber Forensic Professionals on Outsourcing/Contract basis for National Cyber Forensic Laboratory (NCFL(E))” do hereby propose to provide our services as specified in the bidding proposal submitted by us.

We declare that all the services shall be performed strictly in accordance with the TENDER documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the format provided for statement of deviation, irrespective of whatever has been stated to the contrary anywhere else in our Proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Purchaser are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We declare that:

- a. We are not currently blacklisted by any government organization in India (Central / State Government or PSU or Local Urban Body - municipalities etc).
- b. We have never been declared to be a willful defaulter by any Bank.
- c. We are applying for the selection in the capacity of an individual firm as the Bidder
- d. We or any person on our behalf will not engage in any corrupt, fraudulent or coercive practices to influence the Bidding Process.
- e. We hereby acknowledge and unconditionally accept that the Purchaser can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the TENDER and related documents, in short listing of IT service provider for providing services.
- f. We have enclosed a Bank Guarantee for Rs. 2,00,000/- (Rs. Two lakh only) in favour of "Director, CFSL, Hyderabad" payable at Hyderabad. We understand that the EMD furnished as bank guarantee can be forfeited under certain condition as per terms in this contract.
- g. We hereby declare that all information and details furnished by us in the Tender are true and correct, and all documents accompanying such application are true copies of their respective originals.
- h. We have carefully read and understood the terms and conditions of the TENDER and the conditions of the contract applicable to the TENDER. We do hereby undertake to provision as per these terms and conditions.
- i. In the event of acceptance of our bid, we do hereby undertake-
 - i. To supply the manpower and commence services as stipulated in the schedule of delivery forming a part of the attached proposal.
 - ii. To undertake the manpower services for a period of one year from the date of signing of the contract.
 - iii. We affirm that the prices quoted are inclusive all cost like salaries, fees, training all out of pocket expenses, taxes, levies discounts etc.
- j. We do hereby undertake, that, until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- k. We understand that the bank guarantee furnished by us as Earnest Money Deposit may be encashed under conditions enumerated in Section 2 of the TENDER.

- l. We, <<name of the undersigned Bidder >>, having read and examined in detail all the bidding documents in respect to above mentioned TENDER do hereby propose to provide our services as specified in the bidding proposal submitted by us.
- m. All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents.
- n. We have indicated in the relevant schedules enclosed, the unit rates on account of payment as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.
- o. We declare that our bid prices are for the entire scope of the work as specified in the Scope of Work and bid documents.
- p. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in TENDER within 14 days of notification of award.
- q. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- r. We understand that our bid is binding on us during the validity period or the extensions thereof and that you are not bound to accept a Bid you receive.
- s. We confirm that no deviations are attached here with this commercial offer.

We understand that the Purchaser may cancel the bidding process at any time and that Purchaser is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

This Tender is valid for 120 days from the last date and time for submission of online Bid. We shall extend the validity of the bid if required by CFSL/MHA.

Thanking you,
Yours sincerely,

(Signature of the authorized signatory of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

5.2 Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for TENDER No. <<>> dated <<DD-MM-2019>>“ Supply of Cyber Forensic Professionals on Outsourcing/Contract basis for National Cyber Forensic Laboratory (NCFL) (hereinafter called the said 'TENDER')” to the CFSL, DFSS, MHA, GoI hereinafter referred to as 'Purchaser'

and,

WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the TENDER documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.

2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving herein above are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this TENDER and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the

Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this TENDER without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

(Signature of the authorized signatory of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

To,

Director ,

Central Forensic Science Laboratory,

DFSS, Ministry of Home Affairs,

Government of India,

Ramanthapur, Hyderabad – 500 013.

5.3 Company Profile

Brief company profile

SN	Particulars	Description/ Details
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office	
5.	Incorporation date and number	
6.	GST number	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	
11.	Demand Draft details (DD No., date, Bank)	

5.4 Certificate of Incorporation

Provide the Certificate of Incorporation of the company.

5.5 Financial Turnover

The financial turnover of the company is provided as follows:

	2015 – 16	2016 – 17	2017 – 18
Annual Turnover			
Net worth			

Copy of audited financial statements or declaration/Balance sheet from the appointed statutory auditor to be provided of bidder's average turnover from IT/ITES services in last three Financial year(30% of the estimated cost) as proof of the financial turnover/net worth.

5.6 Prior Similar Experience:

Bidder should have executed at least 2 Projects related to Information Technology with Central Government/ State Government/PSU/ Nationalized Banks/ Reputed Organisation in India with minimum project value of Rs. 10 lakhs for each project. Details are to be submitted in the following format:

#	Project Name	Client Name and type*	Project Value (in INR)	Project Components**
1				
2				
3				
4				
5				
6				
7				

* Client type – Indicate whether the client is Government / PSU / Private

** Project Components – Indicate the scope of work/activities performed in the respective project

Note: Please provide documentary evidence for each stated project as required like contract agreement copy, work order, letter of intent, completion certificate from client etc. as applicable.

5.7 Quality of proposed resources: The bidder is required to give CVs / profiles of one Forensic Lab Manager and 5 key personnel in of Sr. Cyber Security Consultant/Analyst and details in the following format. As per Technical Evaluation Criteria, mentioned at Para 2.19.6, these CVs will be evaluated for assessing quality of proposed deployed team by the bidder. These proposed lead resources should be in direct rolls of the firm.

5.8 CV template

Name:					
1	Proposed position / role	<i>(only one candidate shall be nominated for each position)</i>			
2	Date of Birth	DD-MM-YYYY	Nationality		
3	Education	Qualification	Name of School/College/University	Degree Obtained	Date Attended
4	Years of experience				
5	Areas of Expertise and no. of years of experience in this area	<i>(as required for the Profile)</i>			
6	Certifications and Trainings attended	▶			
7	Employment Record	Employer	Position	From	To
<i>[Starting with present position, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]</i>					

Name:	
8	Detailed Tasks Assign (List all tasks to be performed under this project)
9	Relevant Work Undertaken that Best Illustrates the experience as required for the Role)
Project No:	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

5.9 Declaration of office in India

The declaration shall be provided on company letterhead signed by duly authorized representative of the company.

To,
 Director
 Central Forensic Science Laboratory, DFSS,
 Ministry of Home Affairs,
 Government of India,
 Ramanthapur, Hyderabad-500013.

Sir,

This is to certify that we, M/s *<Company name>*, have our own office in India. Address of our office is *<Company office address>*. The office was set up in the year *<year of office set up>*.

Yours sincerely,

(Signature of the Authorized Representative)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

5.10 Declaration of Non-Blacklisting

The declaration shall be provided on company letterhead signed by duly authorized representative of the company.

To,
Director
Central Forensic Science Laboratory, DFSS,
Ministry of Home Affairs,
Government of India,
Ramanthapur, Hyderabad-500013.

Sir,

This is to certify that M/s <Bidder company name> is not currently blacklisted by any Central / State Government or under a declaration of ineligibility for corrupt or fraudulent practices as of 31 January 2019.

Yours sincerely,

(Signature of the Authorized Representative)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

5.11 Certificate from Bidders HR Department for the number of technically qualified professionals employed by the company with their skill set.

The declaration shall be provided on company letterhead signed by duly authorized representative of the company.

To,
Director
Central Forensic Science Laboratory, DFSS,
Ministry of Home Affairs,
Government of India,
Ramanthapur, Hyderabad-500013.

Sir,

This is to certify that M/s <Bidder company name> has more than 50 full time technically qualified personnel on its reserved panel specifically in the areas of IT/ITES services and other related activities to scope of work of the tender as of 31 January 2019.

Yours sincerely,

(Signature of the Authorized Representative of HR department)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

5.12 Earnest Money Deposit Form

To,
Director
Central Forensic Science Laboratory, DFSS,
Ministry of Home Affairs,
Government of India,
Ramanthapur, Hyderabad-500013.

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at/ (hereinafter called 'the Bidder') has submitted its Proposal dated ----- for Supply of Cyber Forensic Professionals on Outsourcing/Contract basis for National Cyber Forensic Laboratory (NCFL(E)) (hereinafter called "the Bid") to **Central Forensic Science Laboratory (CFSL)**.

KNOW ALL MEN by these presents that WE <<Name of Bank>> of -----
----- having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the MHA(hereinafter called "the Client") in the sum of Rs. 6,25,000/- (Rupees Six Lakh Twenty Five thousand only) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----2019.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid.
2. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:
 - withdraws his participation from the Proposal during the period of validity of Proposal document;
 - fails to extend the validity if required and as requested or

- fails to produce Performance Bank Guarantee in case of award of tender within 14 days of notification of award of contract

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity <<Date of validity>>and its validity should be extensible to 180 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

5.13 Financial Bid letter

To,
Director
Central Forensic Science Laboratory, DFSS,
Ministry of Home Affairs,
Government of India,
Ramanthapur, Hyderabad-500013.

Sir,

Sub: Supply of Cyber Forensic Professionals on Outsourcing/Contract basis for
National Cyber Forensic Laboratory (NCFL)

Ref: TENDER No.<<>> **dated << 2019>>**

- i. We, <<name of the undersigned Bidder >>, having read and examined in detail all the bidding documents in respect to above mentioned TENDER do hereby propose to provide our services as specified in the bidding proposal submitted by us.
- ii. All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. This bid is valid for a period of 120 days from the last date and time for submission of online Bid.
- iii. We have indicated in the relevant schedules enclosed, the unit rates on account of payment as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.
- iv. We declare that our bid prices are for the entire scope of the work as specified in the Scope of Work and bid documents.

- v. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in TENDER within 14 days of notification of award.
- vi. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- vii. We understand that our bid is binding on us during the validity period or the extensions thereof and that you are not bound to accept a Bid you receive.
- viii. We confirm that no deviations are attached here with this commercial offer.

Thanking you,

Yours sincerely,

(Signature of the authorized signatory of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

5.14 Financial bid format

Sl. No.	Description	No. of Persons N	Per Person monthly Cost In Rs. A	Total Yearly Cost in Rs. N*A*12
1.	Forensic Lab Manager	1		
2.	Sr. Cyber Security Consultant/Analyst	12		
Subtotal (In words)				
Employer contribution for ESI/EPF etc.				
Service charges by the service provider as %age and total amount per year				
GST (Specify SGST/IGST/CGST separately)				
Grand total (in words)				Grand total

Financial Bid should be submitted on the below format only

- 1. If Purchaser requires additional manpower upto 50% to be deployed then the Bidder will have to provide the additional manpower at the quoted unit rate in that year.**
- 2. Entitlement of Paid leaves during the month_____.**
- 3. Purchaser may reduce the required manpower as per actual need up to 50% at discretion of purchaser i.e. CFSL, Hyderabad.**

5.15 Format – Statement of Deviation from Scope of Work

To,

Director
Central Forensic Science Laboratory, DFSS,
Ministry of Home Affairs,
Government of India,
Ramanthapur, Hyderabad-500013.

Dear Sir,

Following are the Technical deviations and variations from the scope of work and other clauses of the TENDER. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Sl. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations from scope of work

Thanking you,

Yours sincerely,

(Signature of the authorized signatory of the Bidder)

Printed Name
Designation

Seal

Date:
Place:
Business Address: