

GOVT. OF NCT OF DELHI
DEPARTMENT OF TRADE & TAXES
FM BRANCH ROOM NO.1005, 10th FLOOR,
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002
Ph. No. 011-23317757

Notice for inviting bids for hiring an agency for providing services for “Forensics and Financial analysis of soft data, (hereinafter may be called as CFL)” from reputed and financially sound firms, and capable to provide the said service on a credit basis

Online E-Tenders are invited for One year under Two-Bid system for providing services for “Forensics and Financial analysis of soft data, (hereinafter may be called as CFL)” from reputed and financially sound firms and capable to provide the said service on a credit basis from reputed agencies having experience of similar type of work. Bid documents along with Terms and Conditions are available on the website <https://govtprocurement.delhi.gov.in> and can be downloaded there from. Hard copy of Bid Security / Earnest Money Deposit (E.M.D.) and all documents related to Technical Bid uploaded on e-procurement portal (**except Financial Bid in Annexure-C**) in sealed cover envelop super-scribed with tender for the work “Forensics and Financial analysis of soft data, (hereinafter may be called as CFL)” must also be dropped in Tender box kept in FM Branch, Room No. 1005, 10th Floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 on or before **03.00 PM on 10.01.2019 (Thursday)**. Bids received after due date and time shall be rejected straightway. The Technical Bid as well as Financial Bid will be opened by the Purchase Committee, in Room No. 307, in the Chamber of Additional Commissioner (Enf-1), Department of Trade and Taxes, Government of NCT of Delhi as per schedule mentioned below. The Bidders or their authorized representatives who wish to be present during the opening of the Technical and / or Financial Bids may be present at the scheduled dates, time and place.

The first requirement to participate in e-tender is to have digital signature and the registration of tenderers with Application Services Provider (ASP) i.e. NIC (National Informatics Center) which is mandatory. Willing agencies may visit website <https://govtprocurement.delhi.gov.in> and download Terms & Conditions. For any assistance regarding e-tendering, the prospective bidders may contact at NIC Help Desk, 6th Floor, Vikas Bhawan-II, Near Metcalf House, Civil Lines, Delhi-110054.

The Tender shall be accepted only through e-tendering portal i.e. <https://govtprocurement.delhi.gov.in>.

SCHEDULE OF TENDER

Estimated Annual cost (in Rs.)	Rs.1,00,00,000/-
Date of release of tender through e-procurement portal of Delhi Govt.	27.12. 2018 (Thursday)
Last date/time for downloading of tender document through e-procurement portal Delhi Govt.	10.01.2019 (Thursday) up to 3.00 p.m.
Last date/time for submission / uploading the Tender documents through e-procurement portal Delhi Govt.	10.01.2019 (Thursday) up to 3.00 p.m.
Last date/time for submission of EMD along with hard copy of Technical Bid in sealed cover in Facility Management Branch, Room No.1005, 10 th Floor, Vyapar Bhawan, New Delhi-02	10.01.2019 (Thursday) up to 3.00 p.m.
Date and Time of opening of Technical Bid	10.01.2019 (Thursday) at 3.30 p.m.
Date and Time of opening of Financial Bid	15.01.2019 (Tuesday) at 3.00 p.m.

In case, the day of bid opening happens to be a holiday, the bids will be opened on the next working day at the same time. The Department may at its discretion to extend the last date for the receipt of bid by amending schedule.

Corrigendum / amendment / modification in tender document, if any, will be published on e-procurement portal only.

Assistant Commissioner

1. Department of Trade and Taxes, Govt of NCT of Delhi (*hereinafter referred to as "Department"*) intends to empanel eligible service providers for Forensics and Financial analysis of soft data. This bid is for fixing the lowest rate for the services elaborated in following paras. The eligible service providers may provide the services as and when required by the Enforcement branch of the Department of Trade & Taxes, Govt of NCT of Delhi, Vyapar Bhawan, I.P. Estate, New Delhi. The Service provider shall be informed maximum 24 hours before the search and inspection to be carried out by the Department. The service provider shall provide the services (with qualified man power & equipment (soft/hardware) at the rate fixed after finalization of this tender.

Terms & Conditions

1. The bidders are advised to go through the tender documents carefully and understand various provisions contained therein along with their implications. The tender documents are not transferable under any circumstances.
2. Service Provider (*hereinafter referred to as SP*) shall carryout FORENSICS analysis of the data stored in the computer, mobile or any other soft/hard devise found during the search at the premises of a dealer carried out by the Department of Trade & Taxes or otherwise submits a report in writing. SP shall carry out the acquisition/imaging, restoration & analysis as per the Standard operating Procedure of the Department and as per the legal requirement to preserve the legal sanctity of the data. The Report, after analysis, will categorize/group digital data as under:

(i) Deleted data

Mails/Excel Files/Doc. Files/ PDF Files/Scan images.

Data files for TALLY or any other accounting application

Data hidden in unallocated sectors/Data hidden in pictures

Data related to sale/purchase or transfer of goods intra State or Inter State

Data related of import or export in any form.

Records related to accounts maintained by the dealer in any format like "TALLY" "BUSY" or any other format including accounting record maintenance formats.

(ii) Non-deleted data

- Mails/Excel Files/Doc. Files/PDF Files/Scan images.

- Data files for TALLY or any other accounting application

- Data hidden in unallocated sectors/Data hidden in pictures.

- Data related to sale/purchase or transfer of goods intra state or inter State.

- Data related of import or export in any form.

- Records related to accounts maintained by the dealer in any format like "TALLY" "BUSY" or any other format of similar nature.

- (iii) (a) Analysis report shall also specify the location of files. Salient features/peculiar characteristics/ file signatures thereon.
- (b) Resources shall also analyze and submit a separate report regarding data contained in tablets, mobiles phones and remote drivers.
- (c) Resources shall also carry out such investigation as required by investigation Officer including password breaking & Text Search.

3. Onsite acquisition/Out of office duties:

- (i) 24 hour notice maximum shall be given to SP before carry out any search at the business premises of a dealer (registered or un registered), SP resource person or persons shall be required to travel to any part of Delhi or any of the State with the visiting team or teams of the Department to carry out forensic analysis.
- (ii) Resources shall have to accompany Enforcement teams of Department of Trade & Taxes, GNCT of Delhi for onsite acquisition/Imaging of digital data.
- (iii) Resources are required to use forensic tools of their own.
- (iv) For out of office duty, no additional remuneration shall be payable to the service provider.
- (v) No prior notice may be given to service provider for out of office duty.
- (vi) Department of Trade & Taxes shall arrange transport facility for out of office duties.
- (vii) Out of office duty may stretch up to Three (03) days at a time.

4. Qualification/skill requirements of resources personnel

Service provider resource required for Onsite Evidence Collection & off-site restoration and investigation should possess minimum of following skill sets:

- a. Proficiency in using FORENSICS H/W & S/W.
- b. Proficiency in using Tableau duplicators, Encase forensics, Password, write- blockers.
- c. DB knowledge about different OS.
- d. Knowledge of RDBMS based Oracle/Microsoft SQL etc.
- e. Knowledge of MS SQL & My SQL.
- f. Knowledge of TALLY.

5. Unethical usage of enforcement data

- a. The resources or **SP** shall not make any copy of the data held by the Enforcement Team in any form.
- b. The resources or **SP** shall not hold the data of the Enforcement Team with them independently at any point of time. Such possession will tantamount to unethical usage whether actually used or not.
- c. If the **SP** or any of his resources misuse the data or indulge into unethical use of data or cause a deliberate act of omission or commission, they shall be liable for prosecution under relevant Acts in addition to cancellation of

the contract. Further, they may be blacklisted from providing services to **the Department of Trade & Taxes** for a specified period.

- d. The clauses regarding unethical usage of data is very important and may be noted by the **SP/resources** with due care, as Department of Trade & Taxes, GNCT of Delhi attaches great importance to the sensitivity of the data.
6. The rates quoted shall be valid for One year.
 7. The hard copy of Bid Security / Earnest Money Deposit (E.M.D.) and all documents related to Technical Bid uploaded on e-procurement portal **(except Financial Bid in Annexure-C)** in a sealed cover/envelop super-scribed with “Tender for the work Forensics and Financial analysis of soft data” must also be dropped in Tender box kept in FM Branch, Room No. 1005, 10th Floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 on or before **03.00 PM on 10.01.2019 (Thursday)**.
 8. The Technical Bid as well as Financial Bid will be opened by the **Purchase Committee, in Room No. 307, in the Chamber of Additional Commissioner (Enf-1), Department of Trade and Taxes, Government of NCT of Delhi** as per schedule. The Bidders or their authorized representatives who wish to be present during the opening of the Technical and / or Financial Bids may be present at the scheduled dates, time and place.

9. Confidentiality

The **SP** understands that this contract constitutes a critical part of the investigation of Enforcement Branch, Department of Trade & Taxes, GNCT of Delhi and requires confidentiality and complete integrity on the part of **SP** as well as its resources. Hence, any breach or likely event which may damage the reputation of Department of Trade & Taxes, GNCT of Delhi or pilferage of information on integrity of the search/ survey operations of the Department shall render the SP liable for punitive action including but not limited to imposition of fines, termination of contract and blacklisting for any future empanelment.

10. ELIGIBILITY CRITERIA OF BIDDERS:

The prospective bidder shall have to upload and to furnish the documents valid as on date of bid along with their Technical Bid as per **(Annexure-B)**. If the bidder fails to upload any of the documents mentioned in Annexure-B, the concerned bidder will be disqualified technically:

- (a) The bidders shall have to deposit Bid Security / Earnest Money Deposit (E.M.D.) of an amount of Rs.3,00,000/- (Rupees Three lakh only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Bank in an acceptable form in favour of **“Commissioner, Trade and Taxes, New Delhi”** along with the Tender document. The Bid Security / E.M.D. must be remained valid for a period of **45 days** beyond the final bid validity period.

- (b) The bidders who are Micro and Small Enterprises (MSE) as defined in MSE procurement policy issue by Department of Micro, Small and Medium Enterprises (MSME) or who are registered with the Central Purchase Organization will be treated as exempted from depositing E.M.D./ Bid Security. In support of his/her/their claim, the bidder shall have to upload the Registration or / and exemption certificate as the case may be, issued by concerned Authority.

Note 1: The bid received without EMD/Bid Security shall be rejected straightway.

(Note 2: Bank Guarantee shall be accepted after verification from the issuing bank).

- (c) All registered agencies who are providing similar kind of services for at least last three consecutive years and having Average Annual Turnover of at least Rs.30.00 Lakh/- (Rupees Thirty Lakhs only) (i.e. 30% of the estimated cost) for similar services during the last three financial years i.e for the year 2015-2016, 2016-2017 and 2017-18 in the Books of Accounts, may submit the bids in the prescribed format. Average Annual Turnover should be certified by Chartered Accountant. The bidder shall upload copy of Trading Account and Balance Sheet (with Profit & Loss statement) as well as certificate of Chartered Accountant, if the Trading Account and Balance Sheet are not audited.
- (d) The bidder falling under the category of Start Ups as defined by Department of Industrial Policy and Promotion, Government of India vide Office Memorandum dated 10th March, 2016 and 8th November, 2016 shall entitled for relaxation as under:
- (i) They shall be required to possess experience of minimum one year among last three completed Financial Years Viz. 2015-16, 2016-17 and 2017-18.
 - (ii) They shall be required to furnish turnover to the tune of minimum Rs. 10 Lakh for the period for which they are furnishing proof of experience as (i) above.
- (e) The **service provider** must possess experience of operating in the area of Forensic analysis during last three 3 years and shall upload at least three cases out of which two cases must have gross value (inclusive of taxes)of Rs. 20 Lakh each or above. Start Ups are required to furnish / upload experience / performance certificates issued by at least one law enforcement agency of Government of India/State Government or any private company for cyber security / data forensics regarding satisfactory service of similar nature in at least one case having gross value of Rs. 10 Lakh (inclusive of taxes) and above in last three financial years.
- (f) Self attested copy of PAN card under Income Tax Act.
- (g) Self attested copy of GST Registration Certificate.
- (h) Self attested copy of certificate of incorporation of Registration issued under Indian Company Act, in case of Company only.

- (i) Signed copy of Undertaking in **Annexure-E**.

11. Name of issuing office

The President of India acting through Department of Trade & Taxes, GNCT of Delhi, Vyapar Bhawan, I.P. Estate, New Delhi-110002.

12. Department Right to cancellation of bid Process

The Department makes no commitments, explicit or implicit that this process will result in a business transaction with bidder. This bid does not constitute an offer of selection or grant of work order by Department. The bidder's participation in this process may result in Department selecting the L-1 bidder to engage in further discussions and negotiations. The commencement of such negotiations does not, however, signify a commitment by Department to award the contract.

13. Late/Incomplete bids

- (i) Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained.
- (ii) The bid once submitted shall not be allowed to, be withdrawn and the default after acceptance of the bid shall be deemed to be non-compliance of terms of contract and would render security deposit liable to forfeiture and penalty as the case may be.
- (iii) The **Department** reserves the right to accept or reject any part of the tender or whole tender, without assigning any reason.

14. Validity of Bids

All bids must be valid for 180 days from the of opening of technical bids. A bid valid for a shorter period may be rejected as non-responsive.

15. Correction of Errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, affirmed in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

16. Non-Conforming Proposals

A proposal may be constructed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this Tender. Failure to comply with the functional & technical requirements are common causes for holding proposals non-conforming.
- b. If a proposal does not follow the format requested in this Tender or does not appear to address the particular requirements, and any such bidders may also be disqualified.
- c. If it does not meet the requirements stipulated by the Department.

17. Evaluation of Bids

(A) Technical Bid:

The Technical evaluation of bids would be carried out by the “Purchase Committee” on the basis of eligibility criteria fixed for bidders in this tender document as well as documents / information submitted by the bidder. In case any eligibility criteria is not fulfilled by any bidder and / or any required information / documents are not uploaded along with Technical Bid in **Annexure-B** in e-procurement portal, the bidder will be disqualified technically.

(Note:- The Department can seek clarification on the documents uploaded by the bidder for verification.)

(B) Financial Bid:

- (i) The Financial Bids of only those bidders shall be opened who will be found technically qualified.
- (ii) The contract will be awarded to the bidder whose Grand Total quoted rates of all items, calculated as per formula in clause (vi) below, is found to be the lowest in Financial Bid in **Annexure-(C)**, and who will found eligible and qualified to provide the required services as per the terms and conditions of the tender document.
- (iii) The prices quoted in the tender document should be inclusive of all taxes, duties & levies **but excluding GST as applicable**. The payment of GST will be made by the Department as claimed by the Contractor in the invoices up to the extent applicable on such services and as per the rates notified by the government from time to time.
- (iv) If the amount quoted in **Annexure-C** of two or more bidders match, then the bidder will be selected by conducting lottery in the presence of both bidders. The decision of the Department shall be final in this regard.
- (v) The rates quoted by the bidders will not be enhanced during the period of contract in any case.

- (vi) For the purposes of this Tender, **L-1 bidder** would be selected as one whose bid amount is lowest in terms of Rupees quoted in Annexure-C and which conforms to the terms & conditions of this tender. L-1 shall be determined/decided for each bidder **presuming** following units of media is given for forensic imaging and restoration during field visit:

No. of pen drives etc.	=	5
No. of mobiles, i-pad, tablets etc	=	3
No. of laptop, desktop etc	=	5
No. of hours for ERP etc	=	20 hrs.

18. Award of Contract:

- (a) After selection of L-1 bidder, Letter of Offer shall be issued by the Department to the selected L 1 bidder and the selected L1 bidder shall have to deposit the Performance Security along with Acceptance Letter within 7 (Seven) days from the date of issue of Letter of Offer.
- (b) The successful bidder shall have to deposit Performance Security for an amount equal to 5% of Contract Value within 7 days from the date of issue of Letter of Offer by the Department. Performance Security must be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt and Bank Guarantee from a Commercial Bank or in an acceptable form in favour of **“Commissioner, Trade & Taxes, New Delhi”**. Performance Security must be remaining valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be payable on this amount. The contract will be awarded only after depositing Performance Security.

(Note:Bank Guarantee shall be accepted after verification from the issuing bank).

- (c) Letter of Award shall be issued after submission of Performance Security by selected bidder.

19. COMMENCEMENT OF ASSIGNMENT

The selected bidder shall commence the services within 7 days from the date of issue of Award Letter or such other date as may be mutually agreed.

20. EXECUTION OF AGREEMENT

The selected bidder will be required to execute an Agreement on stamp paper of Rs.100/- (paid by selected bidder) in the form specified in **Annexure-F** within 7 days from date of issue of Award Letter. The selected bidder shall not be entitled to seek any deviation in the agreement.

21. TERMINATION OF CONTRACT

Commissioner (GST / State Tax) reserves the right to terminate the contract if the selected bidder fails to deposit the Performance Security or fails to execute the agreement or fails to commence the work within stipulated period or is found to submit incorrect or the selected bidder is found blacklisted on previous occasions by any of the Departments / Institutions / Local Bodies /Municipalities/ Public Sector Undertaking / Private Company / or if the performance of the selected bidder is found unsatisfactory by forfeiting the contractor's Performance Security. Firm may be blacklisted and debarred for three years from participating in any tender of the Department.

22. SUB CONTRACT NOT ALLOWED

The Contractor shall not engage any sub-contractor or transfer the contract in full or part to any other person in any manner.

23. PAYMENT

Payment shall be made on monthly basis at the end of each month. No Advance Payment will be made to the contractor. GST Registration number must be mentioned in the monthly invoice with fail and in the absence of which GST will not be paid. The Department reserve the right to deduct TDS as prevailing law. The Department reserve the rights to deduct income tax at source under Section 194-C of Income Tax Act from the contractor's monthly bill at the prevailing rates.

24. EXTENSION OF CONTRACT

- (a) The contract shall be awarded initially for a period of One year from the date of award of contract. The Department reserves the right to curtail or to extend the validity of contract on the same rates and Terms & Conditions for a period of further One year from the date of expiry of contract or till award of new contract / new agency takes over work whichever is earlier at the discretion of the Department and on the basis of mutual acceptance of both parties.
- (b) If, the Contractor is of the view that no further extension of the contract be granted to him or he is unwilling to continue, the contractor **shall** notify the Department of its decision at least 3(three) months prior to the expiry of the contract. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the terms of the contract within which, the Department shall either appoint an alternative agency or create its own infrastructure to operate such services as are provided under the contract.

25. PENALTY

- (A) In case, the contractor would not provide the personnel and required articles/items **within 24 hours** from the time of informing, a penalty of Rs.500/- per hour on each occasion and

will be deducted from monthly bill of the contractor.

- (B) In case the contractor fails to commence / execute the work as stipulated in the agreement or renders unsatisfactory performance or does not meet the statutory requirements of the contract, the department reserves the right to impose the penalty on each occasion as detailed below:
- (i) 10% of cost of monthly bill and / or;
 - (ii) To get the job carried out from any other agency or from open market on contractor's risk. The difference, if any, will be recovered from the contractor and / or;
 - (iii) To cancel the agreement and / or;
 - (iv) The firm may be blacklisted for a period of three years and will be debarred from participating in future tenders in the Government and his Performance Security will also be forfeited.
 - (v) Penalty if any will be recovered from the monthly bills to be paid to the Contractor or as an Arrear of Land Revenue.

26. Dispute Resolution

- (a) Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Chief Secretary, Govt of NCT of Delhi.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.

27. JURISDICTION OF COURT:

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

- 28. Corrigendum / amendment / modification in tender document, if any, will be published on e-procurement Portal only.**

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Annexure-A

TENDER FORM

Subject: Tender for Forensics and Financial analysis of soft data

Affix self attested passport size recent photograph of the bidder/ authorized person of the firm
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1	Name of firm / agency	
2	Correspondence address of the firm / agency	_____
3	Telephone and mobile No. of the firm/ agency	_____
4	Registration No. of the Firm/ Agency (if applicable)	_____
5	Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with.	_____ _____
6	Please specify as to whether Bidder is sole proprietor Partnership firm. Name and Address and Telephone No. of proprietor /Directors/partners should specified.	_____ _____ _____
7	PAN No. issued by Income Tax Department.	_____
8	GST Registration No.	
10	Details of EMD.:	
(a)	Amount: Rs. _____	(Rupees in words _____)
(b)	FDR No. or DD No. or Bank Guarantee in favor of Commissioner (Trade & Taxes)	_____
(c.)	Date of issue	
(d)	Name of issuing authority:	_____
11	Declaration by the bidder: This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.	

(Signature of the bidder)
Name of the bidder (with seal)

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PERFORMA FOR TECHNICAL BID

Subject: Tender for Forensics and Financial analysis of soft data.

1. Name of the firm :
2. Address :
3. Name & Address of Prop./ :

Partner/Authorized signatory

(in case of Pvt./ Public Ltd. Company)

S.No.	Name of desired Documents	Whether copy of desired documents are enclosed	Enclosed at Page No.
1.	EMD (in original) Rs.3,00,000/- in favour of "Commissioner, Trade and Taxes, New Delhi"		
2.	Trading & P&C Account & Balance Sheet showing Average Annual Turn Over of at least Rs.30,00,000/- for last three financial year i.e. 2015-16 2016-17 2017-18 The bidder should upload copy of audited Trading & P&C account and balance sheet as well as certificate of Chartered Accountant, if Trading Account in Balance Sheet (with profit and lost statement are not audited) (Please see conditions No. 10)		
3	Satisfactory Experience /Performance Certificate issued by Central/Any State Govt.		

4	Self attested copy of PAN Card issued under Income-Tax Act.		
5.	Self attested copy of certificate of incorporation of Registration issued under Indian Company Act, if applicable		
6.	Self attested copy of GST Registration		
7.	Signed copy of Annexure-D (Undertaking).		
8.	Duly filled and sign copy of Annexure –A (Tender Form)		
9.	Duly filled and sign copy of Annexure –B (Technical Bid Performa)		

 (Signature of the bidder)
 Name of the bidder (with seal)

ANNEXURE-C

GOVT. OF NCT OF DELHI
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Subject : Tender for Forensics and Financial analysis of soft data.

PROFORMA FOR FINANCIAL BID**(Rate for imaging and restoration and Financial Analysis)**

SN	Type of Media	Rate per person/hours (in figure)	Rate per Piece/ Per person/ per hours (in words)
1	Pen Drive (Per piece)		
2	Mobile Phone & Similar Device (per piece)		
3	Tablets/I Pad & Similar Device (per piece)		
4	Laptop, Desktop & Similar Device (per piece)		
5	ERP Service (per person per hour)		
6	<u>Financial Analysis</u> of DBA, Report Generation, E- Mail analysis, Adhoc Queries etc (Per hour per person)		
	Grand Total		

(Signature of the bidder)
Name of the bidder (with seal)

Note 1 : Please refer all Terms & Conditions and specifically mentioned in Clause No.17(B) of tender document before quoting the rates.

Note 2 : The prices quoted in the tender should be inclusive of all taxes, duties & levies **but excluding GST as applicable**. The payment of GST will be made by the department as claimed by the contractor in the invoices, up to the extent applicable on such services and as per the rates notified by the government from time to time.

Note 3 : Rates of all items would be quoted by bidder, failing which the bid will be sum rejected.

ANNEXURE-D

GOVT. OF NCT OF DELHI
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(UNDERTAKING ON LETTER HEAD) (to be uploaded on e-tender platform)

Subject : Tender for Forensics and Financial analysis of soft data.

UNDERTAKING

1. I/We hereby agree to abide by all terms and conditions laid down in bid document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I / we do hereby undertake to provide required services to the department satisfactorily.
- 3 In case of non-compliance of any of the Terms and Conditions laid down in the Tender Documents, the Department may take necessary action against us as deemed fit under the provision of law.
4. Undertake that the Agency has not been blacklisted by any of the department / organizations of the Govt. of India / Govt. of NCT of Delhi / any Autonomous bodies public Sector Corporation / Private – Public Ltd. Company etc. and no criminal case is pending against the firm/agency.

(Signature of the bidder)
Name of the bidder (with seal)

AGREEMENT

This agreement is made at New Delhi on day of

2018 for a period of one year from the date of signing of this agreement between the President of India, represented by -----, Department of Trade & Taxes, GNCT of Delhi herein after referred to as "First party" which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office and assigns on the first party

And

M/s _____ through **its Partner/Director.....which expression** shall unless excluded by or repugnant to the context shall include his representative administrator, executives and assign on the second party.

WHEREAS, The Department of Trade & Taxes, GNCT of Delhi requires the service for Tender for Forensics and Financial analysis of soft data.

WHEREAS, the Department Trade & Taxes, Govt. of NCT of Delhi had invited bids from eligible suppliers through e-procurement system of Delhi Government to provide the service of Tender for Forensics and Financial analysis of soft data.

AND WHEREAS, M/s. _____ has agreed to provide Tender for Forensics and Financial analysis of soft data as per the requirement and in accordance with the Terms & Conditions mentioned in tender document at the rates mentioned in Schedule of rates below, for a period of one year from the date of signing of this Agreement as per requirement.

1. SCHEDULE OF RATES:

Part A

(Rate for imaging and restoration and Financial Analysis)

SN	Type of Media	Rate per Piece/person/hours (in figure)	Rate Per Piece (in words)
1	Pen Drive (Per piece)		
2	Mobile Phone & Similar Device (per piece)		
3	Tablets/I Pad & Similar Device (per piece)		
4	Laptop, Desktop & Similar Device		
5	ERP Service		

	(per person per hour)		
6	Financial Analysis of DBA, Report Generation, E- Mail analysis, Adhoc Queries etc (Per hour per person)		
	Grand Total		

Note: 1 Please refer all Terms & Conditions and specifically mentioned in Clause No.17(B) of tender document before quoting the rates.

Note 2 : The prices quoted in the tender should be inclusive of all taxes, duties & levies **but excluding GST as applicable**. The payment of GST will be made by the department as claimed by the contractor in the invoices, upto the extent applicable on such services and as per the rates notified by the government from time to time.

Note 3 : Rates of all items would be quoted by bidder, failing which the bid will be sum rejected.

2. SCOPE OF WORK

1. Department of Trade and Taxes, Govt of NCT of Delhi (*hereinafter referred to as "Department"*) intends to empanel eligible service providers for Forensics and Financial analysis of soft data. This bid is for fixing the lowest rate for the services elaborated in following paras. The eligible service providers may provide the services as and when required by the Enforcement branch of the Department of Trade & Taxes, Govt of NCT of Delhi, Vyapar Bhawan, I.P. Estate, New Delhi. The Service provider shall be informed maximum 24 hours before the search and inspection to be carried out by the Department. The service provider shall provide the services (with qualified man power & equipment (soft/hardware) at the rate fixed after finalization of this tender.
2. Service Provider (*hereinafter referred to as SP*) shall carryout FORENSICS analysis of the data stored in the computer, mobile or any other soft/hard devise found during the search at the premises of a dealer carried out by the Department of Trade & Taxes or otherwise submits a report in writing. SP shall carry out the acquisition/imaging, restoration & analysis as per the Standard operating Procedure of the Department and as per the legal requirement to preserve the legal sanctity of the data. The Report, after analysis, will categorize/group digital data as under:

(i) Deleted data

Mails/Excel Files/Doc. Files/ PDF Files/Scan images.

Data files for TALLY or any other accounting application

Data hidden in unallocated sectors/Data hidden in pictures

Data related to sale/purchase or transfer of goods intra State or Inter State

Data related of import or export in any form.

Records related to accounts maintained by the dealer in any format like “TALLY” “BUSY” or any other format including accounting record maintenance formats.

(ii) Non-deleted data

- Mails/Excel Files/Doc. Files/PDF Files/Scan images.
- Data files for TALLY or any other accounting application
- Data hidden in unallocated sectors/Data hidden in pictures.
- Data related to sale/purchase or transfer of goods intra state or inter State.
- Data related of import or export in any form.
- Records related to accounts maintained by the dealer in any format like “TALLY” “BUSY” or any other format of similar nature.

(iii) (a) Analysis report shall also specify the location of files. Salient features/peculiar characteristics/ file signatures thereon.

(b) Resources shall also analyze and submit a separate report regarding data contained in tablets, mobiles phones and remote drivers.

(c) Resources shall also carry out such investigation as required by investigation Officer including password breaking & Text Search.

3. Onsite acquisition/Out of office duties:

(i) 24 hour notice maximum shall be given to SP before carry out any search at the business premises of a dealer (registered or un registered), SP resource person or persons shall be required to travel to any part of Delhi or any of the State with the visiting team or teams of the Department to carry out forensic analysis.

(ii) Resources shall have to accompany Enforcement teams of Department of Trade & Taxes, GNCT of Delhi for onsite acquisition/Imaging of digital data.

(iii) Resources are required to use forensic tools of their own.

(iv) For out of office duty, no additional remuneration shall be payable to the service provider.

(v) No prior notice may be given to service provider for out of office duty.

(vi) Department of Trade & Taxes shall arrange transport facility for out of office duties.

(vii) Out of office duty may stretch up to Three (03) days at a time.

4. Qualification/skill requirements of resources personnel

Service provider resource required for Onsite Evidence Collection & off-site restoration and investigation should possess minimum of following skill sets:

- a. Proficiency in using FORENSICS H/W & S/W.
- b. Proficiency in using Tableau duplicators, Encase forensics, Password, write- blockers.
- c. DB knowledge about different OS.
- d. Knowledge of RDBMS based Oracle/Microsoft SQL etc.

- e. Knowledge of MS SQL & My SQL.
- f. Knowledge of TALLY.

5. Unethical usage of enforcement data

- a. The resources or **SP** shall not make any copy of the data held by the Enforcement Team in any form.
- b. The resources or **SP** shall not hold the data of the Enforcement Team with them independently at any point of time. Such possession will tantamount to unethical usage whether actually used or not.
- c. If the **SP** or any of his resources misuse the data or indulge into unethical use of data or cause a deliberate act of omission or commission, they shall be liable for prosecution under relevant Acts in addition to cancellation of the contract. Further, they may be blacklisted from providing services to **the Department of Trade & Taxes** for a specified period.
- d. The clauses regarding unethical usage of data is very important and may be noted by the **SP**/resources with due care, as Department of Trade & Taxes, GNCT of Delhi attaches great importance to the sensitivity of the data.

6. Confidentiality

The **SP** understands that this contract constitutes a critical part of the investigation of Enforcement Branch, Department of Trade & Taxes, GNCT of Delhi and requires confidentiality and complete integrity on the part of **SP** as well as its resources. Hence, any breach or likely event which may damage the reputation of Department of Trade & Taxes, GNCT of Delhi or pilferage of information on integrity of the search/ survey operations of the Department shall render the **SP** liable for punitive action including but not limited to imposition of fines, termination of contract and blacklisting for any future empanelment.

7. COMMENCEMENT OF ASSIGNMENT

The selected bidder shall commence the services within 7 days from the date of issue of Award Letter or such other date as may be mutually agreed.

8. TERMINATION OF CONTRACT

Commissioner (GST / State Tax) reserves the right to terminate the contract if the selected bidder fails to deposit the Performance Security or fails to execute the agreement or fails to commence the work within stipulated period or is found to submit incorrect or the selected bidder is found blacklisted on previous occasions by any of the Departments / Institutions / Local Bodies /Municipalities/ Public Sector Undertaking / Private Company / or if the performance of the selected bidder is found unsatisfactory by forfeiting the contractor's Performance Security. Firm may be blacklisted and debarred for three years from participating in any tender of the Department.

9. SUB CONTRACT NOT ALLOWED

The Contractor shall not engage any sub-contractor or transfer the contract in full or part to any other person in any manner.

10. PAYMENT

Payment shall be made on monthly basis at the end of each month. No Advance Payment will be made to the contractor. GST Registration number must be mentioned in the monthly invoice with fail and in the absence of which GST will not be paid. The Department reserve the right to deduct TDS as prevailing law. The Department reserve the rights to deduct income tax at source under Section 194-C of Income Tax Act from the contractor's monthly bill at the prevailing rates.

11. EXTENSION OF CONTRACT

- (a) The contract shall be awarded initially for a period of One year from the date of award of contract. The Department reserves the right to curtail or to extend the validity of contract on the same rates and Terms & Conditions for a period of further One year from the date of expiry of contract or till award of new contract / new agency takes over work whichever is earlier at the discretion of the Department and on the basis of mutual acceptance of both parties.
- (b) If, the Contractor is of the view that no further extension of the contract be granted to him or he is unwilling to continue, the contractor **shall** notify the Department of its decision at least 3(three) months prior to the expiry of the contract. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the terms of the contract within which, the Department shall either appoint an alternative agency or create its own infrastructure to operate such services as are provided under the contract.

12. PENALTY

- (a) In case, the contractor would not provide the personnel and required articles/items **within 24 hours** from the time of informing, a penalty of Rs.500/- per hour on each occasion and will be deducted from monthly bill of the contractor.
- (b) In case the contractor fails to commence / execute the work as stipulated in the agreement or renders unsatisfactory performance or does not meet the statutory requirements of the contract, the department reserves the right to impose the penalty on each occasion as detailed below:
- (c) 10% of cost of monthly bill and / or;
- (d) To get the job carried out from any other agency or from open market on contractor's risk. The difference, if any, will be recovered from the contractor and / or;
- (e) To cancel the agreement and / or;
- (f) The firm may be blacklisted for a period of three years and will be debarred from

participating in future tenders in the Government and his Performance Security will also be forfeited.

- (g) Penalty if any will be recovered from the monthly bills to be paid to the Contractor or as an Arrear of Land Revenue.

13. Dispute Resolution

- (a) Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Chief Secretary, Govt of NCT of Delhi.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.

14. JURISDICTION OF COURT:

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

15. The award letter, acceptance letter of award of contract, scope of services documents, terms and conditions of the tender documents, notice inviting tender, bill of quantities, addendums (if any) and other related documents shall also be deemed to be part of this agreement..

Signature of the Contractor _____

Name of Signing Person _____

Address _____

Seal of the Agency _____

Witness on behalf of Agency:

1. Signature

Name

Address

2. Signature

Name

Address

For and on behalf of President of India (Department)

Signature of Signing Officer _____

Name of Signing Officer _____
Seal of Signing Officer _____

