

DIRECTORATE OF FORENSIC SCIENCE LABORATORY J&K JAMMU/ SRINAGAR
Phone/Fax No: 091-2435249 (Jmu), 0194- 2490528 (Sgr) E-mail:dirfsljk@jkpolice.gov.in

e- NIT NO. 18 OF 2019
DATED: 06.07. 2019

For and on behalf of the Governor of Jammu and Kashmir, e-tenders in two cover system (Technical & Financial Bid) are hereby invited from original manufacturers/authorized dealers (having specific authorization from their original manufacturer/s to quote against this tender (as per format provided in Appendix-I) for supply of

" Oxygen Forensic Detective "

as detailed in **Annexure 'A'** to this NIT (as indicated in the detailed SBD and BOQs). The download of NIT shall start on **08.07.2019 at 1500 hours**. The pre-bid conference will be held on **15.07.2019 at 1500 hours** Tenders shall be submitted online on J&K State e-Procurement Portal www.jktenders.gov.in before **29.07.2019 upto 1600 hours**.

The tenders (technical bids only) will be opened online on **31.07.2019 at 1100 hours** at Forensic Science Laboratory J&K Srinagar. In case of unforeseen circumstances, the date of opening will be next working day.

Detailed tender documents (SBD) with terms and conditions are available on J&K State e-Procurement Portal www.jktenders.gov.in.



(Aga Ajaz)
Jt. Director
Forensic Science Laboratory
J&K Srinagar

No.DFSL/Acctt/e-Tender/2019/1622-26

Dated: 06.07. 2019.

Copy to the:

1. Director General of Police, J&K, Srinagar/Jammu for favour of information and with the request to upload the tender on J&K Police Website.
2. Principal Secretary to Govt. Home Department J&K Srinagar/Jammu for favour of information.
3. Director, Information and public Relations Department, J&K, Srinagar/Jammu for wide publicity of the tender. (e-mail).
4. Manager, Government Press Srinagar/Jammu for publication of the tender in Govt. Gazette.

DIRECTORATE OF FORENSIC SCIENCE LABORATORY J&K JAMMU/SRINAGAR
 Phone/Fax No: 0191-2435249 (Jmu), 0194- 2490528 (Sgr) E-mail:dirfsljk@jkpolice.gov.in

e-NIT NO: 18 OF 2019

DATED: 06/07/ 2019

SBD

1.	<p>For and on behalf of the Governor J&K State, e-tenders are invited from registered OEM's or their authorised dealers to quote against this e-tender for Supply of</p> <p style="text-align: center;"><u>" Oxygen Forensic Detective "</u></p> <p>(as indicated in the detailed SBD, BOQs & Annexure 'A' to this NIT. The NIT consisting of Qualifying Information, Eligibility Criteria, Specifications, Bill Of Quantities (BOQ), set of Terms And Conditions of the contract and other details can be seen/downloaded from J&K State e-procurement portal www.jktenders.gov.in from 08.07.2019 at 1500 hours and submitted online up to 29.07.2019 up to 1600 hours.</p> <p style="text-align: center;">A Pre-bid conference shall be held on 15.07.2019 at 1500 hours at the Directorate of FSL, Srinagar to clarify the queries of prospective bidders, if any. The intending bidders should attend said conference to clarify matters related to this tender enquiry if any.</p> <p>Note: Only those firms are allowed to respond who are capable to execute the project within shortest possible time to be specified in purchase order.</p>					
2.	<table border="1"> <tr> <td style="width: 50%;">Time/date and place for online opening of technical bid only.</td> <td>On 31.07.2019 at 1100 hours at Directorate of FSL, Srinagar</td> </tr> <tr> <td>Validity of tender offer</td> <td>Up to 31.12.2020</td> </tr> </table>	Time/date and place for online opening of technical bid only.	On 31.07.2019 at 1100 hours at Directorate of FSL, Srinagar	Validity of tender offer	Up to 31.12.2020	
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Validity of tender offer	Up to 31.12.2020					
3.	<p>All tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is important that scanned copy of each page of the TENDER DOCUMENT DULY completed, page numbered and signed is uploaded with your offer in a sequential manner and not haphazardly.</p>					
4.	<p>The tender fee has been fixed as Rs100/-only for SSI units of J&K State and all other vendor have to deposit Rs. 2000/-(to be deposited in J&K State government Treasury Under object Head 0055-Police 2018-19) & the same is non refundable. Treasury Challan should compulsorily mentioned (i) Name of the firm (depositor) (ii) Tender No.(iii) Date of opening of tender & Scanned copy of the treasury challan be uploaded with the tender. However the Govt/Semi Govt. concerns of the J&K state claiming exemption of tender fee shall append authenticated orders, certificates etc. Issued by competent authority in support of their claim. However, granting</p>					

	exemption from furnishing of tender fee shall be at the sole discretion of the Director, FSL, J&K or any officer authorised on his behalf. Tenders without stipulated tender fee shall be rejected.										
5.	<p>The intending tenderers will have to send the Earnest Money in the shape of Call Deposit Receipt valid at call or FDR/TDR/Bank Guarantee valid till 30-06-2019 from any Nationalized bank/State owned Banks for an amount of Rs. 5000/- (for SSI Unit holders) and 2% of the value of quoted tender or Rs.1.00 Lac whichever is less (for others) Pledged to Director, FSL, J&K, Jammu with the tender offer. The EMD in the case of unsuccessful tenderer shall be released after finalization of Tender, whereas, in the case of successful tenderers it will be adjusted towards the security money (required to be deposited) on application, for due performance of the agreed contract/performance during the warranty period. No interest shall be payable by purchaser on the EMD deposited by the tenderer. The original of CDR/FDR/TDR/Bank Guarantee shall be sent by post to the Director, FSL, J&K, Jammu alongwith the tender fee before (date). J&K Govt. rules with regard to furnishing of EMD in respect of local Registered SSI Units of J&K State shall be applicable. For the purpose, SSI units shall have to furnish registration certificate INDICATING THEREIN THE DETAILS OF ITEMS AND INSTALLED CAPACITY PER MONTH and functional certificate of SSI unit, issued by the competent authority, after issuance of the tender document with their tender offer failing which their tender would be rejected. The Government/Semi Government or similar other concerns of J&K State, Claiming exemption from the payment of EMD shall have to append duly authenticated orders, certificates etc from the competent authority in support of their claim. Tenders without required EMD shall be rejected.</p> <p>Note: Explicit guidelines laid down by the J&K State Government for the promotion of local SSI units would be adhered to.</p>										
6.	<table border="1"> <tr> <td>i)</td> <td>Delivery required</td> <td>Approximately within 45 days from the date of issue of supply order.</td> </tr> <tr> <td>ii)</td> <td>Inspection authority/place of survey</td> <td>Survey to be conducted by the Board of Officers to be constituted by the Directorate of FSL separately.</td> </tr> <tr> <td>iii)</td> <td>payment terms</td> <td> i. Payment shall be released by the department after completion of survey/inspection report by the Board of Officers constituted by the Directorate of FSL. ii. Rates quoted by the firm should be on firm price basis i.e including GST if any. iii. If approved supplier backs out or fails to supply against supply order within stipulated delivery period, the department will be at liberty to procure the item from L-2 firm and differential amount between L-1 & L-2 rates will be deducted from the security deposit furnished by the approved supplier and remaining security deposit will be forfeited besides invoking other remedies which shall include black-listing of the firm etc. </td> </tr> </table>	i)	Delivery required	Approximately within 45 days from the date of issue of supply order.	ii)	Inspection authority/place of survey	Survey to be conducted by the Board of Officers to be constituted by the Directorate of FSL separately.	iii)	payment terms	i. Payment shall be released by the department after completion of survey/inspection report by the Board of Officers constituted by the Directorate of FSL. ii. Rates quoted by the firm should be on firm price basis i.e including GST if any. iii. If approved supplier backs out or fails to supply against supply order within stipulated delivery period, the department will be at liberty to procure the item from L-2 firm and differential amount between L-1 & L-2 rates will be deducted from the security deposit furnished by the approved supplier and remaining security deposit will be forfeited besides invoking other remedies which shall include black-listing of the firm etc.	
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7.	Rate quoted by the firms should be on firm price basis.										
8.	Firm shall clearly indicate different taxes, duties, charges which they proposed to charge as per										

	the format of Bill of Quantity (BoQ) available with the e-tender,
9.	No conditional tender will be accepted/entertained. It will be summarily rejected.
10.	Department reserves the right to change the quantity of stores allotted to them.
11.	Purchaser reserves the right to get the manufacturing capacity of all the firms re-verified irrespective of the registration status or any other document/information.
12.	Department reserves the right to cancel /reject/ ask for samples/demo during technical evaluation (if required) or scrap the tender, with no consequential liabilities.
13.	<p><u>Two bid system:</u> All bidders are required to submit their offers in two covers online as under;- (A) First cover (Technical Bid) is to be uploaded online and scanned copies in PDF format should contain the following documents.</p> <ul style="list-style-type: none"> (i) Tender documents (viz. Technical compliance, brochures/catalogues of the quoted items containing make and model of the item, OEM/authorization certificate, registration/existence certificates of the firms/SSI Units and performance etc) duly page numbered completed and signed BUT WITHOUT INDICATING THE RATES QUOTED. (ii) Scanned copy of the Earnest money (iii) Scanned copy of the tender fee. (iv) Technical specifications of the items quoted with catalogues/broacher etc. and deposition of samples, (wherever asked). (v) Registration certificate/industrial license of original manufacturer, with due validity for the items Quoted. (vi) Certificate of being authorized dealer having proper and specific authorization (as per format provided in Appendix-1) of the original manufacturer to quote against this tender. (vii) Authorized dealer having authorization to quote against this tender, shall furnish his registration Certificate with central/ state sale tax department for that particular item. (viii) Scanned copy of the NIT, all pages duly signed and stamped by the tenderer, in token of having understood and accepted the specifications, terms and conditions of the NIT. (ix) Self attested scanned copies of Income Tax Return for the last 03 financial years 2015-16, 2016-17, &2017-18 years along with latest tax clearance certificate. (x) Appendix-II duly filled and scanned by the tenderer. (xi) Performance statement/turn over for last 03 years as appendix-III of this NIT. (xii) Chartered accountant dully vetted financial statements comprising of P&L A/C balance sheet for the 3 financial years 2015-16, 2016-17 & 2017-18. (xiii) VAT clearance certificate up to 06/2017 and GST latest return up to 3/2018 (xiv) Appendix-IV Acceptance of the warranty/guarantee of the item. (xv) Acceptance regarding execution of work within the stipulated time frame. (xvi) PAN No./GST/TIN No. self attested photocopies thereof be appended. (xvii) Check list for tenders as per Appendix-V of this NIT. (xviii) Any other relevant document which the firm wishes to submit.

B. SECOND COVER (COMMERCIAL/PRICE BID) SHOULD CONTAIN THE FOLLOWING:

- | | |
|-----|---|
| I. | Rate quoted by the firm should be on firm price basis as per bill of quantities (BOQs) of the e-tender to be downloaded from the website and Rates should be carefully quoted offline and then uploaded
(Note): The Director FSL does not issue road permits, concessional forms, state entry tax or octroi etc. exemption certificate, as such; Rate quoted shall be F.O.R consignee.
The zero basic cost quoted for any item in BOQ will be treated as nil quoted. |
| II. | Rates quoted shall be final till the validity of the contract i.e. up to 31.12.2020 with a provision of further extension if finally approved by competent authority. |

14. On due date of opening of tenders i.e., **31.07.2019 at 1100 hours**, technical bids only shall be opened and the technical evaluation process will start. Those who qualify the technical bid will be informed online with the announcement of financial bid opening date.

15. **Security Deposit.** The approved tenderers will have to supply the articles as per approved rate, approved sample and specification till the validity of the contract. They will have to furnish the **security deposit @ 5%** of the total value of the items contracted for and for **DGS&D rate contract based supplies, the security deposit will be 2%** in the shape of CDR/FDR valid till completion of contract issued by a nationalized/scheduled bank, at the time of signing of **Deed of Agreement** to ensure satisfactory performance of the equipment supplied, for warranty period from the date of acceptance of product. This security deposit will be released in due course after the expiry of specified warranty period/agreed contract. The charges on stamps etc. (cost of documents in totality) shall be borne by the supplier while executing the agreement. (No interest shall be paid by the purchaser on the security deposit). J&K Govt rules for security deposit in respect of local SSI Units shall be applicable.

16. **Guarantee/warranty.** Except as otherwise provided in the invitation to the tender, the contractor hereby declare that the article, goods, stores sold/supplied to the purchaser under his contract shall be of the best quality and work man ship and new in all respects and shall be strictly in accordance with specification and particulars contained/mentioned in the contract. The contractor hereby guarantees that supplied goods/stores articles would continue to confirm to the specification and quality for a period of **36 months** from the date of acceptance. If during the period of 36 months supplied articles have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and purchaser shall be entitled to call upon he contractor to rectify/replace the articles or such portion thereof by the contractor and in such an event, in above mentioned warranty period shall apply to the articles/replaced from the date of rectification/replacement thereof. In case of failure of the contractor rectify or replace with the articles etc within specify time the purchase shall be entitled to recover the cost with all expenses from the contractor for such defected articles by the available means

17. **Liquidate Damages:** The successful tenderers shall have to make the supplies within the stipulated period as would be mentioned in the supply order. The Director, FSL reserve the right to impose liquidity damages up to 5% of cost of un-supplied stores which shall depend upon the nature of supplies and extent of delay. However, period of delivery may be extended, at absolute discretion of Director, FSL provided the delay is attributable to reasons beyond the control of the supplier but not attributable to business transactions and provided delay is communicated in

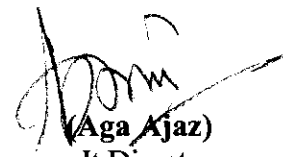
	writing justifying the cause of delay. Without prejudice to the aforementioned penalty clause.
18.	The supplies delivered by the successful tenderer shall be surveyed and verified by the Directorate of FSL either at FSL, Jammu or at FSL, Srinagar after installation/commissioning of the same at the users end as the case may be.
19.	As soon as the acceptance of the tender is communicated to the successful tenderers online, the Contract shall be binding on him. The EMD of the tenderer who backs out or withdraw his tender or fails to abide by it after acceptance thereof is communicated/posted to him shall be forfeited besides other penal remedies that may be available to the Govt. of the J&K under the law for the time being in force in the State of J&K.
20.	The successful tenderer shall have to enter into an agreement on prescribed proforma (immediately after the issue of supply order) with the department for due performance of the contract which shall be invariably furnished before the supply is made.
21.	The tenderer is required to furnish an authenticated copy of VAT clearance certificates upto 06/2017 (along with the tender offer or at the time of payments) and latest GST return certificate for the year 2018-19 or a year earlier. The Director, FSL shall be at liberty to put to scrutiny, verification etc. the GST clearance so furnished by the successful tenderer.
22.	The authorities reserve absolute powers to reject or accept any tender or part thereof without assigning any reason and without any legal obligations. Any clause incorporated in the tender (not conforming to the NIT in any manner) shall make such an offer liable for rejection. Therefore, all the terms and conditions of the tender notice including technical specifications shall be carefully studied for the sake of complete and comprehensive tender. Failure to comply with any of the conditions stipulated in the tender or instructions or the offer with insufficient particulars/documents shall lead to out-right rejection of the tender offer.
23.	After the registration/placement of orders/execution of the agreement and formally depositing the security money, the tenderer backs out or fails to supply the goods, the security deposit will be forfeited besides any other penal provisions, the department may decide as per norms.
24.	The formal deed incorporating the terms of the contract will be executed by the successful tenderer immediately after receipt of supply order. Failure to execute such bond/deed shall not however prevent the contract from being enforced against the tenderer. Any loss sustained by the Govt. as a result of re-tendering the contract shall be recovered from the defaulter, besides other penal provisions as the department may decide.
25.	Delivery of Goods The goods shall be delivered (as per instructions in supply order) either at FSL, Jammu or at FSL, Srinagar, in perfect condition. The supplier, if desires may insure the goods against loss or theft, destruction, damages by the natural calamity loss by exposure to weather or otherwise viz war rebellion, riot etc. The insurance charges will have to be borne by the supplier and the department shall not pay such charges.
26.	If the successful tenderer fails to supply the goods of the prescribed specification or fails to deliver the goods within the stipulated period as specifically mentioned in the supply order, the department shall be at liberty to arrange supplies by re-tendering or otherwise at the risk and cost of the tenderer. The department may give 15 days' notice to the approved supplier in writing to make supplies of goods. In case of failure to supply the consignment on specified qualitative & quantitative terms, the department shall be lawfully entitled to forfeit the amount of the security money and take penal action to make good the loss sustained or excess cost incurred by the state

	in arranging of the supplies and other remedies that may be available to the department, under the law for the time being in force in the state. The imposable penalty can be 5% of the cost of goods depending upon nature of goods and cause of delay.
27.	Either original manufacturer or his authorised dealer can participate for a particular item only. Tender offers where both original manufacturer and his authorised dealer participate for the same items shall be rejected.
28.	If at any stage of tender process two or more bidders are found in collusion between/ among themselves with the intent to reduce competition, set price, share technical expertise, share business information/ decision, control/share production and or distribution of products and raise prices, all such tenders shall be out rightly rejected.
29.	If at any stage of tender process any bidder/s is/are found influencing any Government Servant associated with or handling the tender process and supplies thereof, bid of such tenderer/s shall be rejected besides invoking any other provision available under rules.
30.	In case it is observed at any stage that approved supplier has supplied same item on less rates to some other Government/Non Government Organization than the rates charged to FSL, in that case the department shall initiate suo-moto action against the supplier for supplying item on higher cost to the department and shall proceed under law to recover the excess amount charged to the department, besides other action against supplier under law.
31.	All legal proceedings arising out of any dispute between the parties shall have to be settled in the Courts situated in Srinagar and Jammu not elsewhere;
32.	It shall be incumbent upon the supplier to provide entire supply, in conformity with the approved sample, strictly as per the specifications provided in the NIT/supply order. Supplies found deficient in quality/quantity viz-a-viz supply order shall be rejected. Penalty/damages would be imposed and recovered from the bidder as per terms and conditions indicated in the supply order.
33.	The supplier shall not sublet the contract or any part thereof to any other agency.
34.	The decision of the accepting authority shall be final as to the quality of stores and shall be binding on the supplier. In case the article, goods ,stores sold/supplied to the supplied are not according to the approved specifications they shall be rejected and at our absolute discretion, rejected stores may be allowed to be made good by way of replacement. The loss caused due to rejection of the supplies shall be entirely borne by the supplier. The rejected article, goods ,stores sold/supplied shall be lifted by the supplier within one week from the date of rejection. The department shall in no case be responsible for any loss or damage that may occur to the rejected stores while these are in the premises of the purchaser.
35.	The Department reserves the right to add or suitably modify the terms and conditions (without prior notification) as per exigencies and hence above shall not be construed as all inclusive.
36.	Bidders submitting their bids on-line shall only be accepted and manual bids shall be rejected and no document other than mentioned in the NIT shall be accepted manually.
37.	Director, FSL may call any bidder at any stage of the tender process for seeking any clarification.
38.	Queries/ representations on tender enquiry should receive upon pre-bid conference or within 08 days from the date of publication of this tender enquiry (whichever is earlier) would be entertained. All queries/representations received after pre-bid conference would not be entertained.
39.	The bidder should furnish an undertaking APPENDIX-II of this NIT stating that he/ she is not connected in any manner with any other bidder in this tender with respect to manufacturing, distribution, supply, in sharing business information/documents price of the item etc. for the items quoted in this bid. If this is found to be incorrect, his/her tender would be rejected.
40.	The detailed NIT, SBD and BoQ is available on J&K State e-Procurement portal

	www.jktenders.gov.in . In case of any clarification, please contact on Phone No. 0191-2435249 or 0194- 2490528 or dirfsljk@jkpolice.gov.in
41.	All pages of your technical/pre-qualification documents must be clearly page marked at bottom centre of each page before scanning the same and uploaded to e-tendering portal.
42.	No duplicate documents/pages shall be uploaded by the bidders against e-NITs.
43.	Documents to be scanned, converted to pdf format and subsequently uploaded to the portal must be scanned at 200 DPI (dots per inch) resolution/scale.
44.	Tender Fee and EMD documents must be scanned and placed in separate pdf files.
45.	Bidders are advised not to upload any irrelevant/unnecessary documents against e-NIT's
46.	Bidder shall also quote AMC for three years beyond the period of mandatory warranty. However, the AMC cost shall be reckoned while determining the L-1 which will be determined on the basis of the cost of the quoted items.

GENERAL TERMS AND CONDITIONS	
i)	The bidder shall be deemed to have fully understood the terms and conditions of the tender, specification, size, patterns, make etc. of the article/s to be supplied and in case of any doubt bidder may seek clarification within 15 days only from the publication of this tender online.
ii)	All conditional tenders will be summarily rejected. No other condition other than those mentioned in the tender document will be entertained.
iii)	Purchaser reserves the right to change the quantity of stores allotted to successful bidder.
iv)	Purchaser reserves the right to get the manufacturing capacity of all or any of the firms re-verified irrespective of the registration status or any other document/information provided by the bidder.
v)	Purchaser reserves the right to cancel/reject or scrap tender offer of any or all the tenderers without assigning any reason with no consequential liability.
vi)	If at any stage of the tender process two or more bidders are found in collusion between/among themselves with intent to reduce competition, set price, share technical expertise, share business information/decision, control/share production and /or distribution of products and raise price, all such tenders shall be out rightly rejected.
vii)	If at any stage of tender process any bidder(s) is /are found influencing any government servant associated with or handling the tender process and supplies thereof, bid of such tenderer(s) shall be rejected besides invoking any other provision available under rules.
viii)	All legal proceedings arising out of any dispute between the parties shall have to be settled in the Courts situated in Jammu and Srinagar and not elsewhere.
ix)	The Department reserves the right to add/delete or modify the terms and conditions (without prior notification) and hence above shall not be construed as all inclusive.
x)	Bids submitted online shall only be accepted and manual bids shall be rejected and no document other than those mentioned in the NIT shall be accepted manually.
xi)	J&K FSL may call any bidder at any stage of the tender process for seeking any clarification.
xii)	The bidder should furnish an undertaking in APPENDIX-II of this NIT stating that he/she is not connected in any manner with any other bidder in this tender with respect of manufacturing, distribution, supply, in sharing business information/documents price of the item etc. for the items quoted in this bid. If this found to be incorrect, his/her tender would be rejected.
xiii)	Force Mejeure Any delay or failure in the performance by either party hereunder shall be excused if and to the

	extent caused by the occurrence of a Force Majeure. For purposes of this agreement, force majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming force majeure, including acts of God, fires, floods, explosions, riots, wars , hurricane, sabotage terrorism, vandalism, accident, restraint of Government, governmental acts, injunctions, labor strikes, other than those of seller or its suppliers, that prevent seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.
xiv)	The detailed NIT, SBD and BOQ is available on J&K State e-Procurement Portal www.jktenders.gov.in . In case of any clarification, please contact on Phone No.0191-2435249 or dirfsljk@jkpolice.gov.in



(Aga Ajaz)
Jt. Director

Forensic Science Laboratory
J&K Srinagar

APPENDIX-I

MANUFACTURER'S OEM, AUTHORIZATION LETTER/CERTIFICATE:

To,

The Director,
Forensic Science Laboratory,
J&K, Jammu.

Subject: _____

Sir,

Please refer to your e-tender enquiry (NIT) No _____
dated _____

1. We _____ who are proven and reputable Manufacturers of _____ (name and description of the goods offered in the tender) having factories at _____ hereby authorize M/s _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above said goods manufactured by us.
2. We further confirm that no supplier or firm or individual other than M/s _____ (name and address of the above agent/dealer) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above said goods manufactured by us.
3. We also hereby extend our full warranty, CMS, support as per the conditions of contract, read with modifications, if any, in the special conditions of contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

Signature with date, name and designation

For and on behalf of M/s _____

(Name and address of the Manufacturers-OEM)

Note:-

1. This letter should be on the letter head of the manufacturing firm and should be signed by the person who is competent having the power of attorney.
2. Scan copy of the original letter must be attached with tender documents.

SIGNATURE OF THE TENDERER.

APPENDIX-II

Reference e.NIT No _____ of 2019 dated . . .2019.

To,

The Director,
Forensic Science Laboratory,
J&K, Jammu/Srinagar.

Sir,

1. I _____ hereby state that I am not connected in any manner with any other bidder in this tender in sharing business information/documents and price quoted in this bid.
2. I further state that if this is found to be correct, the department is at liberty to reject my tender.
3. I further certify that my concern has neither blacklisted nor banned by any central or state organizations to participate in tendering process.

Yours faithfully,

Signature with date, name and designation
For and on behalf of M/s _____
(Name and address of the tenderer)

Note:-

- a. This undertaking should be on the letter head of the tenderer firm and should be signed by the authorized person.
- b. Scan copy of the original letter must be attached with tender documents.

APPENDIX-III

Name of the firm	
Description of work executed	
Quantity on order	
Value	
Original execution period	
Whether executed in stipulated time frame or other wise	
Extension sought for final execution	
Reasons for delay in execution (if any)	
Past performance in % age upto 1 / 2 crores	
Past performance in % age above 2 crores	

Signature of Tenderer

APPENDIX-IV

Reference e NIT No _____ of 2019 dated - -2019

To,

The Director,
Forensic Science Laboratory,
J&K, Jammu.

Sir,

I..... hereby declare that the goods, stores, articles sold/ supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The contractor hereby guarantees that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of thirty six months, from the date of acceptance of supplies by the purchaser. If during the aforesaid period of 36 months, the said stores/ goods/ articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and purchaser shall be entitled to call upon the contractor to rectify/ replace the goods / stores/ articles or such portion thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/ articles/ stores rectified/ replaced from the date of rectification/ replacement thereof. In case of failure of the contractor to rectify or replace with the goods etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores by the available means.

Yours faithfully,

Signature with date, name and designation

For & on behalf of M/s _____

(Name and address of the Manufacturer)

Note:

1. This undertaking should be on the letter head of the manufacturing firm and should be signed in person by the manufacturer.
2. Scan copy of the original letter must be attached with tender documents.

Appendix- V

Check List		Yes/No
I.	Scanned copies of all the pages of the NIT (Pages) duly page marked at bottom centre of each page signed and stamped by the Tenderers in token of having understood and accepted all the terms and conditions of NIT and specification of the items for which tenders are offered. Tenderer should also furnish (on the covering letter) full name, address and Phone No./Fax No. of all the owners of the firm.	
II.	scanned copy of each page of the TENDER DOCUMENT DULY completed and signed by the tenderer is UPLOADED WITH YOUR OFFER in a sequential manner and not haphazardly.	
III.	A covering letter signed and stamped by the Tenderer clearly mentioning the name/make and model of items against which Tenders are offered.	
IV	Appendix-I duly filled up, signed and stamped as per the prescribed format.	
V	Valid Registration Certificate/Industrial license of the Original Manufacturer along with proof of validity of the Registration Certificate/Industrial License for the items quoted in case of original manufacturer.	
VI.	Scanned copy of Call Deposit Receipt/ FDR/TDR as Earnest Money Deposit placed in separate PDF file.	
VII	Scanned copy of the Treasury Challan as the Tender fee placed in separate PDF file.	
VIII	Scanned copy of Self attested copies of PAN /GST Registration.	
IX	Scanned copy of GST Registration Certificate of the Manufacturer, if the bidder is quoting with proper authorization of the original manufacturer.	
X	GST Return for the last 09 months ending 03/2020.	
XI	Income Tax returns for the last 03 Financial Years.	
XII	Annual turnover for the last 03 years duly verified by C.A. with reference to Bank statement	
XIII	Scanned copy of Audited Financial Statement for the last 03 years.	
XIV	Appendix-II duly filled up, signed and stamped by the tenderer.	
XV	Appendix-III duly signed and stamped by the Tenderer in token of acceptance of delivery of items within the stipulated delivery period.	
XVI	Appendix-IV duly signed and stamped by the Tenderer in token of acceptance of furnishing guarantee/warrantee of the item.	
XVII	BIS Certificate of Original equipment manufacturer wherever applicable.	
XVIII	Tenderers are advised not to upload any irrelevant/un-necessary document against e-NITs.	
XIX	No duplicate documents/pages shall be uploaded by the bidders.	

B) Second Cover(Commercial/Price bid)		
(i)	Rates quoted in Indian Rupees.	
(ii)	All rates quoted are for F.O.R. destination (Jammu/Srinagar) and should include all taxes. No carriage charge for transportation of the goods will be given by the Govt. and the delivery of the goods shall be given at the premises of the FSL Jammu and FSL Srinagar.	
(iii)	No Conditional Offers viz Discount for a limited period, Tax Concessions/Remissions in lieu of any Certificate from the Department, etc shall be entertained & out rightly rejected. Hence, prospective bidders should quote their offers accordingly.	
ii)	Rates quoted shall be valid till the validity of the contract i.e., up to 31.03.2020 .	
iii)	Prospective Bidders (particularly outside J&K State entities) shall clearly quote different taxes, duties, charges which they propose to charge as per the format of Bill of Quantity (BOQ) available with the e-tender quoting the all inclusive FOR Jammu/ Srinagar rates & should accordingly acquaint themselves with the applicable taxes/duties within J&K state.	
iv)	b) Note: J&K FSL does not issue Road Permits, Concessional Forms, State Entry Tax or Octroi etc, exemption certificates as such rate quoted shall be F.O.R. consignee premises. The Zero basic cost quoted for any item in BOQ will be treated as NIL quoted.	
v)	I will abide by all the general terms and conditions of the NIT	
vi)	I will abide by all the terms and conditions specific for the equipment	
vii)	I will abide by all the warranty conditions specific for the equipment	
viii)	I fully agree with the penalty clauses of the NIT	
x)	I will abide by the onsite training conditions of the equipment	
xi)	I will abide by the AMC conditions of the equipment	

Signature of the Tenderer

Annexure A

Name of the items with specifications

1	Oxygen Forensic Detective	QTY	PRICE PER ITEM IN LAKHS	TOTAL
		05	12	60.00

Oxygen Forensic Detective

Descriptions

Aggregated Contacts

- Analyze contacts from multiple sources such as the Phonebook, Messages, Event Log, Skype, chat and messaging applications in Aggregated Contacts.
- It should automatically reveal same people in different sources and groups them together in one meta-contact.
- Should have functionality to manually merge contacts of various source belongs to one person

Android Rooting

Android Rooting add-on grants an access to:

- Full file system, stored both on internal memory and memory card
- Application saved data including logins, passwords, history, cache and much more
- Geo-location information for tracking suspect position in the past
- Deleted data in database tables

Applications:

- It should retrieves all vital application data from mobile devices running iOS, Android OS, BlackBerry 10, Windows Phone 8.
- It Should be able to decrypt apps databases even if they securely encrypted.

-It should reveal data from application such as Account info, Credentials (if available in the database), Contacts, Chats and calls, Shared data (media files, geo coordinates, contacts) Usage history and many more.

- It should support data parsing from applications that belong to various groups such as Social Networks, Dating, Messengers, Web Browsers, Navigation, Travel, Finance Productivity, Health etc.

Backups Import

- It should allow to import and parse data from various device backups and images created by sync software or other forensic products.

- It can additionally find passwords that encrypt Apple iOS and Android backups and images.

- It should support Apple iOS backups and images: iTunes backup, iCloud backup, non-encrypted Apple DMG image, UFED DMG image, UFED file system backup, UFED Advanced Logical backup, XRY DMG image, decrypted/encrypted Elcomsoft DMG image, decrypted/encrypted Lantern DMG image, Apple tarball backup

- It should support Android OS backups and images: Android backup, Android physical/JTAG image, Android file system tarball backup, UFED physical image, UFED Android file system backup, Nandroid backup (CWM, TWRP).

- Supported Android OS backups and images: Android backup, Android physical/JTAG image, Android file system tarball backup, UFED physical image, UFED Android file system backup, Nandroid backup (CWM, TWRP).

- Supported Nokia backups: Nokia NBU and Nokia MBK

- It should support iTunes backup found on a suspect computer

BlackBerry Backups

- It should have ability to extract data from BlackBerry 10 devices.

- Supported BlackBerry OS backups: BlackBerry IPD, BlackBerry BBB, BlackBerry 10 backup and BlackBerry Chip-Off image.

- It should support BBB and IPD backup files made with BlackBerry

Desktop Manager. These files can be found on a suspect computer or external media.

Calendar & Tasks

- it should displays notes, tasks, and calendar entries created or synchronized by device user so that Forensic experts can mark the items as Key Evidence with one click, report, and print all or selected entries only.

Call Data Records:

- It should import and analyze CDR files (Call Data Records) received from mobile service providers regardless of the difference in their column formats and file layouts. The supported file formats are .xls, .xlsx, .csv.

Chinese Devices

- It should allow to bypass screen lock passwords and create full physical dumps from Chinese chipset devices.

Cloud Data Extraction

- it should acquires data from more than 20 cloud storages: iCloud contacts and calendar, Google Drive, Google Location History, Live contacts and calendar, OneDrive, Dropbox and Box as well as from a wide range of social media including Twitter and Instagram.

Data Scout

- It should retrieves subscriber data from any extracted phone number. It interacts with online lookup services to gather intelligence information of collected phone numbers from mobile device extractions.

Data Viewers

- It should have built-in HEX-viewer, picture viewer, music and video players, text viewer with code page converter, HTML, SQLite and Plist Viewers.

Device Information

- It should displays complete technical information about the device. This includes Manufacturer, Retail Model Name, Platform and its revision, IMEI, MAC addresses, 1MSI, Serial Number, phone number and any other model specific data.

Dictionaries

- It should have dictionary feature to shows all the words ever entered in device messages, notes and calendar.
- Dictionaries section main features:View all words entered by a suspect,Revealpasswords,Phrasesimulation,Choose certain language on demand,Find out each word usage frequency,Reveal the order words were used,Filter words by language

Event loff

- It should have event Log section containing user's voice communication: dialed, received and missed calls.

File Browser

- It should have File Browser which gives software to access all files extracted from the device in a tree-based structure
- It should have Built-in text, hex, multimedia, SQLite, Plist viewers, Geo-location and EXIF extractors help experts to view files and their properties.

Geo Locations

- Web Connections & Locations section may reveal suspects' visited places.
- It should revels Wi-Fi Connections list by which, expert should be able to determine where and when suspect used Wi-Fi internet access and ascertain his location.
- Entenes should have hotspot name (SSID), hotspot BSSiD and RSSI, last time when suspect used hotspot.Processing this data software products acquire geo-coordinates and mini-maps for each location.

Global Search

- It should have features like searching for text, phone numbers, emails, geo coordinates, IP addresses, MAC addresses, Credit Card numbers. Regular expressions library is available for more custom search.

iTunes Backup

- It should support iTunes backup found on a suspect computer of Apple

devices.

Key Evidence

- It should have a feature to see aggregated view that can display selected items from Phonebook, Calendar, Messages, Camera shots, Web Connections and Location Services.

Links and Stats

- It should have a feature to explore social connections between device users by analyzing calls, text, multimedia and e-mail messages and Skype activities.

Navigation

- It should have a features that grants the access to popular Navigation applications and reveals POIs, routes and searches that device user made.

Forensic® Maps

It should acquires geo coordinates from all possible sources including: mobile devices, cloud storage, media cards, and imported images. Once analyzed, the data can be viewed within both online or offline maps with advanced analytical capabilities for geo data including:

- Identify device owner's frequently visited places
- Visualize user's movements within specified period of time
- Pinpoint common locations of several device users
- Smoothly work with large data sets of geo points

Passware Kit Module

- It should acquire full iPhone, iPad and iPod Touch backups from iCloud provided that the Apple ID credentials are known
- It should recover passwords for:
 - iTunes backups
 - Android backups

Android physical images - It Should find passwords with latest algorithms and technologies including distributed processing and GPU acceleration with ATI

and NVIDIA boards

Plist Viewer

- It should open plist file containing valuable information in aple device and offers convenient analyzing of device data
- Parse plain XML and binary XMLfiles.
- Plist Viewer runs automatically when opens compatible file.
- Shows entries according to its type: string, data, numbers etc.
- Ability to open external files for analysis.
- Export .plist file data in XML format for further analysis by external tools.

Reports

- It should support all popular file formats: Adobe PDF, Microsoft Excel, HTML, Rich Text Format (RTF), and XML

It should have Screen Lock Disabler

Skype & Messengers

- It should supports a lot of mobile messengers like Skype, Facebook, WhatsApp, Viber and others

Social Graph

- It should supports Social Graph visualizes complex connections inside a groups

Spyware

- It should detect spyware apps installed on Android and Apple devices, discover and process their logs and configuration files.

SQLite Viewer

- It should have SQLite Viewer to explore the database files with the following extensions: .sqlite, .sqlite3, .sqlitedb, .db, .db3.

Timeline

- It should have timeline features to view all facts of mobile device usage in

one sorted list

web Browsers

- It should support all popular Web browsers for Android OS, Apple iOS, BlackBerry OS and Symbian OS platforms and capable for analyzing

History,Cachefiles^ookieS/Bookmarks^aved pages and files,Searchhistory,Saved login and passwords,Geolocation etc.

Solution should come with cable kit

- It should be able to extract data from My Windows Phone cloud

General conditions:

License if any for Hardware/Software should be perpetual and with at least three year updates apart from OS updates.

Specifications of high cost instruments: should be preferably confirmed using the website of the manufacturer or directly by the manufacturer. Good support from Indian base is essential.

Maintenance: A good team of service engineers, trained by the manufacturer is essential. Detailed information of service engineers and their product training to be provided. AMC or CMC rates should be offered reasonably. Live product demo where applicable, with our samples is necessary. The same may be arranged at supplier's cost.

Analysis Support: Since we deal with complex samples, support for analysis should be given by the supplier by sending their application. Equipment should be future proof and manufacturer is expected to offer upgrade whenever available rather than change models. A live demo nearby and analysis of our samples will have to be done by bidders at their cost. Please provide complete details of your customer support lab. in India and training charges, if any in the next three years after the installation.

Warranty

Instrument should be strictly with 3 -Years Comprehensive Warranty from date of installation (including Spares, Consumables & Service).

Price may be quoted separately for annual maintenance contract with warranty for fourth fifth and sixth year.

Conditions for AMC: Preventive maintenance visits once in four months and breakdown visits as and when required.



(Aga Ajaz)

Jt. Director

Forensic Science Laboratory

J&K Srinagar