

**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. 19 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

**" XRY Complete With Logical, Physical, Cloud & Pin Point (MSAB): Cell Phone Forensic Analysis "**

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](http://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](http://www.jktenders.gov.in).



(Aga Ajaz)  
Jt. Director

Forensic Science Laboratory  
J&K Srinagar

No.DFSL/Acctt/e-Tender/2019/ 1602-05

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: 19 OF 2019**

**DATED: 06/07/ 2019**

**SBD**

1. 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

**" XRY Complete With Logical, Physical, Cloud & Pin Point (MSAB): Cell Phone Forensic Analysis "**

(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](http://www.jktenders.gov.in) from 08.07.2019 at 1500 hours and submitted online up to 29.07.2019 up to 1600 hours.

**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.**

**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.**

2.	Time/date and place for online opening of technical bid only.	<b>On 31.07.2019</b> at 1100 hours at Directorate of FSL, Srinagar
	Validity of tender offer	<b>Up to 31.12.2020</b>

3. 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.

4. 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 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&amp;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&amp;K, Jammu alongwith the tender fee before (date). J&amp;K Govt. rules with regard to furnishing of EMD in respect of local Registered SSI Units of J&amp;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&amp;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. Note: Explicit guidelines laid down by the J&amp;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 &amp; 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><b><u>Two bid system:</u></b> All bidders are required to submit their offers in two covers online as under:- (A)<b>First cover (Technical Bid) is to be uploaded online and scanned copies in PDF format</b> should contain the following documents.</p> <p>(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 <b>BUT WITHOUT INDICATING THE RATES QUOTED.</b></p> <p>(ii) Scanned copy of the Earnest money</p> <p>(iii) Scanned copy of the tender fee.</p> <p>(iv) Technical specifications of the items quoted with catalogues/broacher etc. and deposition of samples, (wherever asked).</p> <p>(v) Registration certificate/industrial license of original manufacturer, with due validity for the items Quoted.</p> <p>(vi) Certificate of being authorized dealer having proper and specific authorization (<b>as per format provided in Appendix-1</b>) of the original manufacturer to quote against this tender.</p> <p>(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.</p> <p>(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.</p> <p>(ix) Self attested scanned copies of Income Tax Return for the last 03 financial years 2015-16, 2016- 17, &amp;2017-18 years along with latest tax clearance certificate.</p> <p>(x) <b>Appendix-II</b> duly filled and scanned by the tenderer.</p> <p>(xi) Performance statement/turn over for last 03 years as <b>appendix-III</b> of this NIT.</p> <p>(xii) Chartered accountant dully vetted financial statements comprising of P&amp;L A/C balance sheet for the 3 financial years 2015-16, 2016-17 &amp; 2017-18.</p> <p>(xiii) VAT clearance certificate up to 06/2017 and GST latest return up to 3/2018</p> <p>(xiv) <b>Appendix-IV</b> Acceptance of the warranty/guarantee of the item.</p> <p>(xv) Acceptance regarding execution of work within the stipulated time frame.</p> <p>(xvi) PAN No./GST/TIN No. self attested photocopies thereof be appended.</p> <p>(xvii) Check list for tenders as per <b>Appendix-V</b> of this NIT.</p> <p>(xviii) Any other relevant document which the firm wishes to submit.</p>

**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. <b>The zero basic cost quoted for any item in BOQ will be treated as nil quoted.</b>
II.	Rates quoted shall be final till the validity of the contract i.e. up to <b>31.12.2020</b> 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 purchased 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 <b>the year 2018-19</b> 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, <b>the security deposit will be forfeited besides any other penal provisions, the department may decide as per norms.</b>
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.	<b>Delivery of Goods</b> 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.

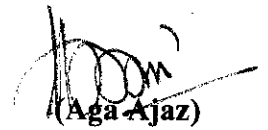
40.	The detailed NIT, SBD and BoQ is available on J&K State e-Procurement portal <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> . In case of any clarification, please contact on Phone No. 0191-2435249 or 0194- 2490528 or <a href="mailto:dirfsljk@jkpolice.gov.in">dirfsljk@jkpolice.gov.in</a>
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.	<b>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.</b>

### 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 <b>15 days</b> 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 <b>APPENDIX-II</b> 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)	<u>Force Mejeure</u>



	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 <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> . In case of any clarification, please contact on Phone No.0191-2435249 or <a href="mailto:dirfsljk@jkpolice.gov.in">dirfsljk@jkpolice.gov.in</a>



(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 <b>TENDER DOCUMENT DULY</b> completed and signed by the tenderer is <b>UPLOADED WITH YOUR OFFER</b> 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/warranty 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>B) Second Cover(Commercial/Price bid)</b>	
(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 <b>31.03.2020</b> .
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	XRY Complete With Logical, Physical, Cloud & Pin Point (MSAB): Cell Phone Forensic Analysis	QTY	PRICE PER ITEM IN LAKHS	TOTAL
		05	12	60.00
	<p>XRY Complete With Logical, Physical, Cloud &amp; PinPoint (MSAB): CellPhone Forensic Analysis</p> <p>Technical specification for XRY - MSAB Office (XRY Logical and Physical), XRY Pinpoint, XRY Cloud, XRY Camera AND XRY Horizon MSAB Office (XRY Logical and Physical)</p> <p><b>Should be all in one mobile forensic system.</b></p> <p><b>Should combine both mobile phone logical and physical solution in one package.</b></p> <p><b>Should allow investigator full access to all the possible method to recover data from a mobile device.</b></p> <p><b>Should be software based solution, complete with all necessary hardware for recovering data from mobile device in a secure manner and go deeper in to a mobile device to recover vital data.</b></p> <p><b>Should have a combination of logical and physical analysis tool available for supported device.</b></p> <p><b>Should produce a combine report containing both live and deleted data from the same handset,</b></p> <p><b>Should perform simultaneous operations like extraction, decoding and analysis, on a single platform.</b></p> <p><b>Should include multiple mobile phone extraction capability simultaneously at-least up to 3 devices.</b></p> <p><b>Should be able to recover deleted data e.g. contacts, image, SMS, emails, VOIP Call Data, video, GPS locations etc.</b></p> <p><b>Should be able to decode mobile Apps such as Viber, WhatsApp, Skype, Facebook messenger, QQ, etc.</b></p> <p><b>Extraction should supports acquisition of internal memory and removable media,</b></p> <p><b>Extract data from variety of non-standard mobile devices including Chinese chipsets.</b></p> <p><b>Should generate hex-dumps from the phone memory, typically by bypassing the device operating system.</b></p> <p><b>Physical extraction allows users to generate hash values of the memory image, as well as individually decoded files.</b></p> <p><b>Should support GPS Device Physical extraction and Examinations,</b></p> <p><b>Should have Triage Mode.</b></p> <p><b>Should allow search of data either by specific parameters or open text.</b></p>			



**Should be able to clone SIM cards Mini/ Micro/ Nano.**

**Should have Write Protected Universal Memory Card Reader.**

**It should automatically generate an audit trail of the forensic process for peer review.**

**It should recover VOIP call data, GPS mapping information and instant messaging logs.**

**Should have Report Generator to generate and customize reports in different formats e. g. PDF, HTML, XML and Excel.**

**Product Offered should be of International Repute & Brand.**

**XRY Pinpoint**

**Should extract and decode data from non-standard mobile devices.**

**Supports devices with chipsets from MediaTek, Spreadtrum, Coolpad and Infineon.**

**Should have**

- o Automatic Pin Detection
- o Logical and Physical Extraction
- o Report Generation
- o Binary File Export
- o Generic Profiles for Maximum Support

**Should include**

- o Interface Cable
- o Binder
- o Adapter Kit
- o Power Cable Alligator, Clips, PCB
- o Voltage Reduction Adaptor

**XRY Cloud**

**Recovers data from connected cloud based storage by using the tokens on mobile devices.**

**Supports app-based information for services such as Facebook, Google, iCloud, Twitter, Snapchat, WhatsApp, Instagram etc.**

**Allows to recover cloud-based data without actual physical possession of the mobile device.**

**XRY Camera**

**Able to extract evidence from mobile device where a screenshot is the only way to capture relevant evidence and help validate device extraction results.**

**Take Pictures via XRY**

**Review before Capture**

**Insert into Categories**

**Validate Data with Screenshots**

**Pictures Built into Secure XRY Reports**

**XRY Horizon**

**Should have viewing capabilities: Geographic view, Chat view, Timeline view and Connection view,**

**Zoom in or out to focus analysis on any point in time using the Timeline view.**

**Navigate data by location. Find places of interest and investigate the data connected to those places - such as calls made or received, pictures taken and more using Geographic view.**

<p><b>Track chat threads from different apps such as Whatsapp, iMessage, Facebook messenger and others using Chat view,</b></p> <ul style="list-style-type: none"><li>• <b>Discover and investigate the interactions between different device owners and accounts using Connection view.</b></li></ul>
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**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