



INCOME TAX DEPARTMENT, SURAT

**TENDER NOTICE FOR EMPANELMENT OF SERVICE PROVIDERS FOR
FORENSICS AND FINANCIAL ANALYSIS OF SOFT DATA**

1. Directorate of Investigation, Surat (hereinafter referred to as "ITD") intends to empanel eligible service providers for Forensics and Financial Analysis of soft data. This tender is for fixing the lowest rate for the service elaborated in following paras. The eligible service providers may provide the services at the rate fixed after finalization of this tender.

The Pr. Director of Income Tax (Inv.), Surat on behalf of the President of India invites quotations in sealed covers from reputed vendors latest by **1:00 PM on 27.09.2018** for a period of one year w.e.f. date of signing of contract, and which can be extended for further one year, on the basis of performance only.

2. The bid shall consist of two parts – **Technical Bid and Financial Bid**. Both bids are to be placed in two separate sealed envelopes (clearly super scribing 'Technical Bid' and 'Financial Bid') which in turn are to be placed in one sealed cover. **Bids of all the parties' whose Financial Bid are not in a separate sealed cover or the prices/tariffs/rates/bid amount quoted by them find mention in their Technical Bid shall be rejected forthwith.**

(i) Technical Bid:

The Technical Bid should be as per **Annexure 'A'**. It should be supported by the documents mentioned in this notice. The Demand Draft/Bankers cheque in respect of '**Processing Fees**' should be submitted with the 'Technical Bid'.

(ii) Financial Bid :

The Financial Bid should be as per **Annexure 'B'**. Initially only the technical bid will be opened. The Financial bid will be opened, only if, the bidder fulfills the stipulated conditions for technical bid.

The envelopes for both Technical Bid and Financial Bid prepared as above should indicate clearly the **Name, Address and Telephone Number of the bidder** to enable the bid to be returned unopened in case it is declared "**Late**".

The bid once submitted shall not be allowed to be withdrawn and the default after acceptance of the bid shall be deemed to be non-compliance of terms of contract and would render security deposit liable to forfeiture and penalty as the case may be. The ITD reserves the right to accept or reject any part of the tender or whole tender, without assigning any reason.

The Technical bid will be open at **4:00 p.m.** on **27.09.2018** in the Room No. 521, 5th Floor, Aayakar Bhavan, Majura Gate, Surat in the presence of bidder or authorized representative of the bidder, who wishes to be present.

3. **Terms & Conditions**

The service provider (hereinafter referred to as "SP") has to provide qualified resource personnel (QRP) to the ITD for manning its CFL at Surat and the operations associated with it. The nature of jobs and duties of these QRP shall be as follows:

- a. QRP shall carryout FORENSICS analysis of the media assigned to it by ITD and submit a report in writing. QRP shall carry out the acquisition/imaging, restoration & analysis as per the Standard Operating Procedure of the department and as per the legal requirement to preserve the legal sanctity of the data.
- b. The report, after analysis will categorize/group digital data as under:
 - (i) Deleted data
 - o Mails
 - o Excel Files
 - o Doc. Files
 - o PDF Files
 - o Scan images
 - o Data files for TALLY or any other accounting application
 - o Data hidden in unallocated sectors
 - o Data hidden in pictures
 - (ii) Non-deleted data
 - o Mails
 - o Excel Files
 - o Doc. Files

- o PDF Files
 - o Scan images
 - o Data files for TALLY or any other accounting application
 - o Data hidden in unallocated sectors
 - o Data hidden in pictures
- (iii) Analysis report shall also specify the location of files.
- (iv) Salient features/ peculiar characteristics/file signature.
- c. QRP shall also analyze and submit a separate report regarding data contained in tablets, mobiles phones and remote drivers.
- d. QRP shall also carry out such investigation as required by Investigation Officer including password breaking & Text Search.
- e. Onsite acquisition/Out of office duties:
 - (i) As and when required, SP or its QRP shall be required to travel to any part of Gujarat Region to carry out forensic analysis.
 - (ii) There could be instance when QRP have to also travel outside the state of Gujarat for the purpose of forensic analysis.
 - (iii) QRP may have to accompany ITD teams for onsite acquisition/imaging of digital data.
- f. The response time for the QRP to attend for off-time duties at any time shall be 60 minutes. That is, if any call is placed to the resource to attend office, he/she shall report in the office within 60 minutes.
- g. The resources shall assist the ITD in all activities related to CFL.
- h. All such work as may be assigned by the DIT(Inv.)/Addl.DIT(Inv.)/DDIT(Inv.) of ITD with respect to forensic analysis has to be done by the QRP.

4. **Other Terms & Conditions:**

4.1 The SP or its QRP are required to use forensic tools of their own.

4.2 Onsite acquisition/out of office duties:

- a. As and when required, QRP shall be required to travel to any part of Gujarat to carry out forensic analysis. If needed, they may be required to travel outside Gujarat also.
- b. QRP may have to accompany ITD teams for onsite acquisition/Imaging of digital data.
- c. For out of office duty, no additional remuneration shall be payable to the SP.

- d. No prior notice may be given to resources for out of office duty. They may be moved to site without any prior notice.
- e. ITD shall arrange for transport and boarding/lodging of resources for out of office duties. Such arrangements shall be at per with what is usually arranged for departmental officials.
- f. The normal working hours shall be conterminous with that the ITD except for out of office duties.
- g. Out of office duty may stretch up to 4-5 days or even more days at a time.

4.3 Qualification / skill requirements of resources personnel:

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

- a. Proficiency in using FORENSIC H/W & S/W.
- b. Proficiency in using Tableau duplicators, Encase forensics, Password, Write-blockers.
- c. DB knowledge about different OS.
- d. Knowledge of RDBMS based Oracle / Microsoft SQL etc.
- e. Knowledge of MS SQL & My SQL.
- f. Knowledge of TALLY/ERP or other financing/accounting tools/software which are used by businesses.

4.4 Requirement of resource personnel:

- a. The present requirement of ITD is two QRP at CFL, Surat. However, this number could be revised by ITD during contract period.
- b. ITD may increase or reduce the number of resources by giving 1 month's notice.

4.5 Unethical usage of ITD Data:

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

Further, they may be blacklisted from providing services to the ITD for a specified period.

- d. The clauses regarding unethical usage of data is very important and may be noted by SP/ QRP with due care, as ITD attaches great importance to the sensitivity of the data.

4.6 Nature of deployment of QRP by SP:

- a. QRP so provided by the SP shall never be treated on any type of employment with ITD. No such claim can be ever made by the QRP.
- b. QRP shall be employees of the SP only.
- c. SP can replace the QRP after taking concurrence of the ITD
- d. SP shall submit the CVs of the QRP for prior approval by ITD SP can deploy the QRP only after approval of CVs from ITD.
- e. ITD may interview the QRP before granting approval for deployment.
- f. ITD may also insist upon such additional academic certificates as it deems fit before granting approval for deployment of QRP.
- g. SP shall ensure that the antecedents of QRP are satisfactory. A copy of the government issued ID proof (Passport, Aadhar Card etc.) has to be furnished to the ITD in respect of each QRP.

4.7 Loss/damage to hardware/software:

- a. In case of any loss, misuse, or theft of data, the contract with the SP shall be terminated forthwith. The earnest amount/performance guarantee/security deposit shall also be forfeited.
- b. In case of any loss/damage/theft of any forensic tool of ITD by any of the QRP, the SP shall have to replace them within 30 days. SP shall also pay a penalty of 10% of the cost of such tool so replaced by the it.

4.8 Payments:

- a. SP shall be paid for each QRP at the rate determined through tendering process. The remuneration shall be inclusive of all taxes except service tax.
- b. ITD shall not take any responsibility of payment to the QRP so provided by the SP. ITD shall make payment only to SP.
- c. The responsibility of payments to QRP and compliance with statutory provisions shall be of SP alone.

- d. Payment to SP shall be calculated as per the actual number of person deployed. It shall be equal to no. of resource person x rate per month/person.
- e. A month shall be counted as comprising 26 working days for the purpose of calculating remuneration for part month.
- f. ITD shall make the payments on a monthly cycle basis. No advance payment shall be made by ITD.
- g. The vendor will have to follow all the statutory rules and regulations in respect of its employees' i.e. Labour Law, ESI, Provident Fund, etc. and has to mandatorily submit proof of payments of all statutory dues while submitting bills. No relaxation would be provided for payment of government dues in any condition.
- h. The SP shall raise his bill for the services rendered during the month, immediately after completion of the month in triplicate in the office of the Pr.DIT(Inv.), Surat which shall be duly verified and signed by the officer-in-charge. Payments will be released after making necessary verification.
- i. The payment will be made as per availability of fund.
- j. Income Tax Department, Surat shall release due amount after making recoveries, if any, through crossed account payee cheque, in favour of vendor, subject to deduction of tax at source.

4.9 Penalties:

- a. The Service provider shall be penalized @ Rs. 2,000/- per day/person for absence of the QRP (i.e. Rs. 2,000/- per QRP per day)
- b. In the event of QRP arriving late or not arriving at the scheduled time, a penalty of Rs. 1,000/- per instance shall be levied.
- c. For any other violation of the conditions mentioned in this document, a penalty Rs. 1,000/- per instance shall be levied.
- d. The penalties are over above the deductions for non-performance of duties.
- e. The penalties do not preclude ITD from taking any other punitive measures including termination of the contract.

5. The rates quoted shall be valid for one year from the date of awarding of the contract.

6. **Confidentiality:**

- a. The SP understands that this contract constitutes a critical part of the investigation wing of ITD and requires confidentiality and complete integrity on the part of SP as well as its resource persons. Hence, any breach or likely event which may damage the reputation of ITD or integrity of the search/survey operations of the Department would be viewed very seriously.

- b. SP and QRP provided by it shall sign a Non-Disclosure Agreement (NDA) with the ITD.

7. Eligibility Criteria:

- a. The annual turnover of the SP shall be not less than Rs. 50.00 lakh in each of the two preceding years i.e. F. Ys. 2016-17 and 2017-18. In support of this SP shall submit the copies of return of the income filed with the Income Tax Department along with the audited annual reports and Form 3CD for these two years.
- b. The SP shall have track record of operating in the area of Forensic Analysis for last three years. The certificate of incorporation / establishment shall be submitted as evidence. The copy of PAN card should also be submitted.
- c. The SP shall submit certificate from at least two law enforcement agencies of Government of India or State Government regarding satisfactory service of similar nature.
- d. Bidder is not blacklisted by any organization in last three FYs.
- e. All the above conditions shall be satisfied cumulatively. Even if anyone condition is not satisfied, then the bidder would be considered as not having qualified in the technical bid.

8. Availability of Bid Document:

The tender documents can be obtained in person from office of the Income Tax Officer (Inv.)(Tech.), Room No. 529, 5th floor, Aayakar Bhavan, Majura Gate, Surat.

9. Tender Document:

Bidders are advised to study the tender document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of Tender document with full understanding of its implications. Failure to furnish all information responsive to mention in the tender documents or submission of a proposal not substantially responsive to tender conditions may result in rejection of the proposal. Sealed offers prepared in accordance with the procedure enumerated above should be submitted at the address given in para 10.

10. Acknowledgement of Receipt:

It is required by the prospective bidder to acknowledge receipt of this Tender by

handing over following information to Tender issuing authority at the address mentioned below by hand or e-mail:

ITD	Bidder information to be provided
Income Tax Officer (Inv.)(Tech.) O/o Principal Director of Income Tax (Investigation), Room No. 529, 5 th floor, Aayakar Bhavan, Majura Gate, Surat	Name of the S.P.: Address: Phone Nos.: e-mail address: Contact Person's Name : Address: Mobile No.: Phone No.:

11. ITD's Right to Terminate the Process:

ITD makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. This Tender does not constitute an offer by ITD. The bidder's participation in this process may result in ITD selecting the L-1 bidder to engage in further discussions and negotiations. The commencement of such negotiations does not, however, signify a commitment by ITD to award the bid. Even if any person/firm avails empanelment as a result of this process, found to have even later misrepresented facts, the ITD shall have right to terminate such person/firm.

12. Late/Incomplete bids:

Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained.

13. Non-refundable Processing Fee:

A non-refundable processing fee of Rs. 2,000/- (Rs. Two thousand only) must be submitted with the Bid in the form of crossed demand draft drawn on any nationalized I schedule bank payable at par in Surat, in favour of " **The Accounts Officer, Zonal Accounts Office, CBDT, Surat**".

14. Validity of Bids:

All bids must be valid for One year from the last date of submission of bids. A proposal valid for a shorter period may be rejected as non-responsive. On

completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

15. **Bid Prices:**

Bid prices shall be inclusive of all taxes except Service Tax. Service Tax shall be paid at applicable rates.

16. **Correction of Errors:**

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

17. **Non-Confirming Proposals:**

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

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

18. **Evaluation of Technical Bids**

The evaluation of the Technical Bids will be carried out to ascertain if bidder meets the criteria listed above Para No. 7 and elsewhere.

19. **Evaluation of Financial Bids**

The evaluation of Financial Bids will be as under:

- a. The Financial Bids of only the technically qualified bidders will be opened for evaluation.
- b. Financial Bid evaluation will list down bidders who are declared as financially qualified for this tender.

- c. For the purposes of this Tender, L 1 bidder would be calculated as one whose bid amount is lowest in terms of Rupee and which conforms to the terms & conditions of this tender.

20. Award Criteria

ITD will place work order on successful L-1 bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal. There shall be only one L-1 bidder.

21. Execution of Work-order/Agreement

Successful bidder shall supply the resources within 15 days from the date of award of contract. Failure by the successful bidder to comply with any statutory requirements and / or the terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any future tender of the department. The successful bidder shall not sublet or transfer any part of the contract to any other person.

22. General Terms & Conditions for Empanelment:

- a) The Pr. Director of Income Tax (Inv.), Surat (hereinafter referred to as Pr. DIT) reserves the right to postpone or extend the date of receipt/opening rates/ quotations or to withdraw the same, without assigning any reason thereof.
- b) The agency will not contact in any way, any person/authority, for availing the contract. If found so, the tender of the agency doing so, will be rejected.
- c) The tender must be submitted along with Demand Draft drawn in favour of 'The ZAO, CBDT, Surat' of Rs. 1,00,000/- (non-interest bearing) as Earnest Money Deposit (EMD). Bid submitted without EMD will summarily be rejected. The EMD of the successful bidder will be adjusted towards Security Deposit as mentioned in Para-d. The EMD of the other bidders will be refunded at the earliest, after completing bidding process.
- d) The successful bidder shall deposit Rs. 1,00,000/- as Security Deposit (non-interest bearing) in the form of a crossed demand draft in favour of Zonal Accounts Officer
- e) (CBDT), Surat, which is subject to forfeiture in case of termination of the contract due to failure to abide by terms and conditions of the contract by the SP.
- f) Vendor and its persons shall be bound to carry out the instructions of the Department as well as of the Officers to whom they are assigned.

- g) The Contract can be terminated at any time after giving, one month notice without assigning any reason by the ITD, and two months' notice by the vendor.
- h) No other person except the vendor's authorized representative shall be allowed to enter the office premises.
- i) The vendor or his representative would ensure that all its personnel would behave courteously and decently with the officers/officials of the Income Tax Department and also ensure good manners.
- j) Within the office premises, the vendor's personnel shall not do any other persons work.
- k) The vendor shall ensure that peace and decorum of the office is maintained in the office premises by his employees. The SP/QRP shall ensure safety, decency and protection of women, specially-abled persons etc. within the office premises and beyond. Any violation of aforementioned terms/conditions may lead to termination of the contract without any notice.
- l) Empaneling or requisition of services of the SP/QRP out of panel drawn at the conclusion of this process will be entirely upto the discretion and judgement of ITD. Empanelment shall not bestow any right on any of the empaneled SP/QRP to be called for services or requisitioned mandatorily.
- m) In case of any dispute or question of interpretation of any condition laid down in the tender document, the decision of the Pr. DIT (Inv.), Surat shall be final.

sd/-

(B. K. Dave)

Income Tax Officer(Inv.)(Tech.),

O/o the Pr. Director of Income Tax (Inv.), Surat.

ANNEXURE-A

Pre-eligibility cum Technical Bid

(To be enclosed in a separate sealed envelope)

1.	Name of Tendering Company/Firm/Any other concern	
2.	Date of incorporation (attach proof)	
3.	Name of proprietor/Director/Partner of Company/Firm/Any other concern	
4.	Full Address of Office with Telephone No. Fax and E-mail id	
5.	Details of Bank Account to which payment is required to be made along with MICR and IFSC code	
6.	PAN (Attach Copy)	
7.	Annual Turnover for Financial Years 2016-17 & 2017-18 alongwith documentary evidences for each year (Audited Annual reports, Form 3CD, Income Tax Returns)	
8.	List of Evidence of work done for any Govt. / Semi-govt. Department/ PSU, from F.Y. 2016-17 onwards (atleast 2 client)	
9.	Has the Bidder been blacklisted by any Organization in last 3 FYs. If yes, give details thereof.	
10.	Does the service provider have not less than 10 employees during the period F.Y. 2016-17 onwards? Evidence in the form of PF/ESI certificate to be enclosed.	
11.	Demand Draft details (Rs. 2,000/-) [including draft number, date, amount, bank on which drawn]	

Signature of authorized person/bidder

Name & Seal

Date:

ANNEXURE-B
FINANCIAL BID

(To be kept in a separate sealed envelope)

1 Name address & telephone No. :
of Bidder

2. PAN :

3. Cost per QPR (excluding service tax but including all other taxes)
(in figure & words) :

per month	
per day	
per hour	

Signature of authorized person/bidder

Name & Seal

Date: