



Fair Competition
For Greater Good



भारतीय प्रतिस्पर्धा आयोग

Competition Commission of India

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Dated 24.10.2024

NOTICE INVITING TENDER (NIT)
EMPANELMENT OF DIGITAL FORENSIC SERVICE PROVIDER

Preface

1. Competition Commission of India (hereinafter referred to as 'CCI'/ 'Commission') invites bids for **Empanelment** from experienced Digital Forensic Service Providers ('Service Providers'/ Bidders') for digital forensic services like acquisition, extraction and analysis of digital evidence from various electronic/ digital devices like mobile, computers, tablets, storage devices, media etc.
2. CCI may empanel one or more agency (ies) in addition to the lowest bidder (**L-1**) subject to their written consent to work at the rates offered by lowest bidder.
3. The empaneled agency (ies) shall enter into a contract with the CCI which would be effective from the date as mentioned in agreement.
4. CCI reserves the right to assign the work whether in full or in part as per its requirement from time to time, to one or more agency (ies).

SECRETARY
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SECTION – I

Scope of Work:

1. The Digital Forensic Service Provider ('Service Provider'/ 'Vendor'/ 'Bidder') must have the capability to carry out digital forensic & allied services and analysis of electronic data/ evidence assigned to it by the CCI. The review and analysis of data using software tools shall include working on data pertaining to communications between parties, financial transactions, relationship resolution & presentation of analyzed data, which in turn may include small pieces of software coding.
2. The work includes computer (including laptop, desktop, server, and any electronic computing device) backup and imaging using forensic software during search, seizure, and survey action [examination of digital device(s) for suspected evidence(s) and acquisition of digital evidence involving backup, copying, Imaging, and cloning of data].
3. The Service Provider must be capable of forensic acquisition which involves collection of data in a forensically sound manner using licensed/open-sourced tools depending upon the operating system. The devices to be worked upon include servers, desktops, laptops, mobile, cloud and third-party cloud services *etc.* The Service Provider should have the capability to access networks and determine hidden/ secret/ covert systems and servers used for various purposes during the course of search action.
4. The Service Provider should have the capability to perform activities of **data extraction and data remediation** which includes extraction of data from various forensic formats. The vendor should have the capability to do data remediation including de-duplication of data, removal of system files, culling of files based on file types and partition wise, reduction of repeated data, and presentation of data in humanly readable formats (Native files).
5. The forensic experts of the Service Provider should be qualified to stand as expert witnesses in judicial proceedings/courts and be able to define the methodologies adopted during any of the stages involved in data acquisition, processing, analysis, and presenting.
6. The Service Provider should have the capability to do basic data presentations which includes performing a comprehensive restructuring of data and providing the data in a form usable by the authorized officer for investigative requirements.
7. The Service Provider should have the capability to locate, identify and analyze encrypted files. Further, it should also have the capability to break encryption, crack password, and access hidden data. The service provider should then be able to provide such recovered decrypted/password-cracked/ un-hidden data in a usable/readable format.
8. The services required include data backup from mobile and tablet (examination of mobile /tablet, for suspected evidence & acquisition of digital evidence involving backup, copying imaging cloning).

9. The Service Provider should have the capability to do **data remediation of mobile data** which includes extraction of text messages, voice notes, call records, documents and mobile notes, WhatsApp messages, telegram messages *etc.*

10. The Service Provider should have the capability to do **data retrieval from mobile applications** (wherever possible & applicable), logical examination of mobile phones, and provide technical inputs to the authorized officer for determining whether logical backup to be taken and perform the specified activity, if required.

11. **Deleted files recovery:**

i) The Service Provider should have the capability to do **data retrieval services from computers which include retrieving data from servers/desktops/laptops/cloud and any other electronic equipment where data has been deleted** or modified, using retrieval techniques from the log files. If log files are not available, the service providers should be capable of reconstruction of respective data base using third-party tools.

ii) The Service Provider should have the capability to **recreate from partial recovered data** in areas of file signatures, deleted files, **recreation** of partially broken file, carving of partially overwritten files, and reconstruction of broken databases.

12. **Analysis of data:-**

i) The Service Provider should have the capability to do basic Investigative analytics. The authorized officer may seek the assistance of forensics teams of the service provider to perform database interpretations, email keyboard searches including outlook, thunderbird, *etc.*, web searches including all web browsers, normal web searches, or any other relevant support activity relating to electronic devices and evidences during the conduct of the search.

ii) The Service Provider should have the capability to handle large volumes of data in disparate forms; the Service Provider should also have the tools to index the large volume of data so that the data from disparate sources in disparate file formats can be analyzed.

iii) The Service Provider should have the capability to present the analyzed data in clear, intuitive, and illustrative visualizations. The Service Provider should be in a position to employ various visualization tools that may require custom coding as well.

iv) In respect of the above, the Service Provider shall deploy qualified Manpower & utilize the latest software and hardware tools.

v) The Service Provider shall carry out forensic acquisition, restoration & analysis as per prevailing industry technical standards for handling digital data and devices. The standards should meet the legal requirements of The Bharatiya Sakshya Adhiniyam, 2023 or any other law for the time being in force and any guidelines that may be issued by CCI to preserve the legal sanctity and evidentiary value of the data / electronic evidence. Proper extraction of the data should be carried out. Any deviation from the standards shall lead to penal actions which can range from blacklisting of

the vendors to prosecution under the relevant laws.

vi) The Service Provider shall also aid in carrying out the investigation as required by the Investigation Officer which may include password removal and breaking, text Search, forensic analysis of the software system and incorporating the outcome along with its basis in the report.

13. Prohibition on illegal and /or unauthorized usage of CCI data:

(a) The Service Provider's personnel shall act for and on behalf of the CCI and shall not make any copy of data held by the CCI in an unauthorized way.

(b) The Service Provider's personnel shall not hold data or metadata of the CCI with them in any format or in any medium independently at any point of time. Such possession will tantamount to illegal and /or unauthorized usage of the data whether actually having been used or not. Along with the invoice, a certificate to this effect shall be presented and the violation of the same shall attract cancellation of the empanelment of the Service Provider and other legal consequences, without any notice. Further, Service provider may be blacklisted from providing any further service to CCI.

(c) If Service provider personnel misuse the data or indulge into illegal and /or unauthorized usage of data or cause a deliberate act of omission or commission, Service provider shall be liable for prosecution under applicable laws in addition to cancellation of the empanelment and other legal consequences, without any notice. Further, Service provider may be blacklisted from providing any further service to CCI.

(d) The clauses regarding illegal and /or unauthorized usage of data are very important and may be noted by Service provider with due care, as the CCI office gives paramount significance to sensitivity and confidentiality of the data.

(e) Reference is invited to the Information Technology Act, 2000 which deals with the issues relating to payment of compensation (Civil) and punishment (Criminal) in case of wrongful disclosure and misuse of personal data and violation of contractual terms in respect of personal data and accordingly, the Service Provider and its personnel shall be accountable for any lapses on their part, if any.

(f) Further, under section 43A of the Information Technology Act, 2000, a body corporate who is possessing, dealing or handling any sensitive personal data or information, and is negligent in implementing and maintaining reasonable security practices resulting in wrongful loss or wrongful gain to any person, then such body corporate may be held liable to pay damage by way of compensation to the person so affected. It is important to note that there is no upper limit specified for the compensation that can be claimed by the affected party in such circumstances. This shall also be applied for the Service provider and its personnel and accordingly, they shall be accountable for any lapses on their party, if any.

(g) If any misconducts/malpractices of the Service Provider or any of its personnel causes any loss/embezzlement of revenue to the government exchequer, the Service Provider shall be accountable for making this loss good, and the CCI shall be empowered to recover it and/ or take necessary action as deemed fit and/ or refer the case to the suitable enforcement agency for taking remedial action, if any, in this regard.

(h) The Service Provider shall ensure that the evidentiary value of the device/data imaged/seized/backed up is protected as per The Bharatiya Sakshya Adhinyam, 2023 and any other law for the time being in force with regard to digital evidence and shall provide necessary certificate/documents as mandated by law to that effect. The Service Provider shall also provide the certificate for admissibility of electronic records/data as per Section 63 of The Bharatiya Sakshya Adhinyam, 2023.

(i) If the Service Provider, at any point, comes to know that its services are being utilized by the CCI in relation to a case of its other client or the service provider itself is otherwise related to the case under investigation or it has an interest in the case in any manner, it shall immediately inform the CCI of possible conflict of its interest and dispose of all the data related to the case from its possession and refrain from providing further services in the given case.

(j) The service provider shall enter into a separate non-disclosure agreement with CCI for the purpose. In case of breach of confidentiality in respect of the data handled by the Service Provider in respect of services provided, it will be the ultimate responsibility and liability of the Service Provider for such default and all actions shall lie primarily against the Service Provider. The personnel deployed by the Service Provider shall also be responsible for such breach and default.

(k) The bids/ quotes are being invited for :-

- (a) Onsite (during search operation) data acquisition/cloning/imaging from any computer device like pen drive/mobile phone/iPad/Tablet/Laptop/Desktop/Server/Hard Disk or any storage medium/Emails/Cloud data including deleted data; and
- (b) post search reproduction/decryption/carving/extraction/ remediation/indexing etc. of acquired/cloned data for analysis by Investigation team.

Some analysis of acquired/cloned data may be required to be done onsite during an ongoing search operation as well. The L1 quote for each category in financial bid will be published and all the qualified bidders shall be provided an opportunity to match the L1 quote. All the qualified bidders who match L1 quote in each category shall be empaneled.

(l) CCI makes no commitment, explicit or implicit, that this process will result in a business transaction with any bidder. This Tender does not constitute an offer by CCI. The bidder's participation in this process may result in selection of the L-1 bidder and further to invite other bidder for

empanelment at L-1 rates. The commencement of such empanelment does not, however, create any liability towards the Bidder (s).

(m) The offer is only for empanelment of the Service Providers with CCI and the same would not amount to any work contract or surety with reference to allotment of work.

14. Suggestive list of Tools with latest or higher version that will be available with the Service Provider:

Tools	Same or similar globally accepted tools
Hardware Write blockers	CRU Write blocker/Tableau write blocker
Software write blockers	Safe Block
Forensic Hardware based Imager & cloners	Falcon imager/Logic Cube Tableau imager TD3/Fableau Imager TD2, Magnet, Paraben
Forensic Software Imagers/Cloners	Encase 7 & above, Forensic Tool kit, Magnet axiom, Paraben forensic replicator etc.
Forensic Software Imagers/Cloners for Apple	Macquisition for mac, Recon imager for Mac, Paladin for Mac
Forensic Data Extraction Platforms	X-ways Forensics/Encase/Forensic Tool Kit, Magnet Axiom etc.
Data recovery	X-Ways Forensics/Encase/Forensic Tool Kit
Mobile Phone Acquisition and platforms	Cellebrite UFED touch/ UFED 4PC; Oxygen Investigator/detective; Mobile Edit Express/ Magnet Axiom with Mobile Forensics module, Paraben Device seizure, Encase Mobile
Licensed mobile data/backup tools	UFED Physical analyzer/oxygen detective
Mobile Phone Data Recovery tools for Apple, android and other Mobile OS	Phone Rescue, Dr. Fone, etc.
Data recovery and Deleted file recovery tools	On track data recovery, Stellar Data Recovery, 7 safe Data Recovery, Disk driller for Mac, etc.
Cloud Data acquisition tools	Intella, Mail Xaminer, Nuix analyser, SPF, Magnet Cloud, F response, UFED cloud analyser, Encase Cloud, FTK Cloud
Non forensic Backup tools	Macrium Reflect, Acronis True Image, Norton Ghost etc.
Email acquisition tools	Paraben Email analyser, Mail Xaminer, OS forensic Software, Intella email Platform etc.
Other Relevant Tools including Database Migration	SOL rebuildier/Oracle Extractor, DB2Analyser etc.

(i) The list of the tools given above is not exhaustive and representative only. In case, the above tools/ alternative tools with same or similar capability are not available, tools with higher capability can be used by the service provider in consultation with CCI. The Service Provider should be able to provide ad-hoc tools that may be required from time to time during the period of the existence of

contract.

(ii) The Service Provider shall use authentic and licensed / authorized hardware and software tools for the purpose of legally sound forensic analysis of electronic data/electronic evidence for fair extraction of data. The service provider shall not use pirated software or unlicensed tools. The tool(s) should have the capability for the following:

(a) Analysis of mobile data including images, screenshots, voice messages etc. and extraction of data including WhatsApp/Telegram/other messaging app messages (or a method to access all such messages) in all devices including Apple/ Android make or other devices (to the maximum possible extent of breaking encryption).

(b) Recovery and restoration of all data from all sectors of the electronic media and devices.

(c) Recovery and restoration of all forms of email on the cloud and mail servers or laptops/ desktop in any format.

(iii) The Service Provider shall ensure that for offsite analysis, the data is provided to the investigation officer in a readable and accessible digital format on the device specified by the investigating officer.

(iv) The Service Provider shall maintain a log of its forensic activities which is required to be verified by the Authorized Officer onsite. Similarly, for post search activity, a log is to be maintained and verified by the processing / Investigating Officer. The work log should capture details like the work performed, the name of Service Provider's person/ expert performing the work, the start and end time, the tools utilized etc. The work log should match the corresponding invoice/ bill raised by the service provider. Only after this verification and presentation of proper justification, the invoices will be cleared for payments. Further, a consolidated invoice will be submitted after completion of the work for payment. The invoice will be countersigned by the relevant officers before submitting the same for financial sanction. The bills will be cleared within a reasonable time. However, in case of any unexpected delay, the contractor should be in a position to offer credit facility for the period.

(v) Once the project/ work has concluded, the Service Provider shall not retain with it any data or metadata pertaining to the project in any format or in any medium which can be later recovered or restored through any means. The Service Provider should actively eliminate and destroy any traces of data relating to the project undertaken immediately after completion of the project/ work. Further, a certificate to this effect shall be submitted to CCI. Any violation of the same shall attract severe penal action against the Service Provider including cancellation of the empanelment.

Onsite forensic analysis of electronic evidence during search operation

(vi) In addition to the forensic analysis of electronic data/ evidence within the office premises of the CCI, the Service Provider may also be required to do these activities offsite/ at the camp-office of the CCI situated across the nation. For this purpose, whenever required, Service Provider shall be able to depute at short notice, sufficient number of technically qualified personnel with requisite hardware and software tools, for forensic acquisition/analysis of electronic evidence at any site/ location, as informed by CCI officials/ Investigation team. In case of requirement of more technical qualified personnel, the Service Provider shall ensure that the same is provided whenever required.

(vii) The Service Provider's personnel are required to use their own hardware, however, storage devices (hard disk, pen drive, etc.) shall ordinarily be provided by the Investigation team of CCI. The Service Provider shall ensure that the hardware and software tools used are of high quality.

(viii) The Service Provider shall ensure that adequate manpower is made available for forensic analysis. The Service Provider personnel may also be required to travel to any part of India for the above purpose on short notice.

(ix) The Service Provider personnel may have to accompany the search & seizure teams for the above purpose.

(x) CCI will not bear the TA/DA of the service provider's personnel for such outstation operations.

(xi) Out of office duty may stretch multiple days at a time. Service Provider shall ensure that the personnel are made available for the entire duration of the operation/ project, for proper conduct of official work of the CCI.

15. Forensic Services:

(i) The Service Provider's personnel required for forensic analysis of electronic data/ evidence which include off-site restoration and examination of electronic data/electronic evidence must possess knowledge and skills required for this purpose including the following:

(a) Proficiency in using forensic hardware and software tools like Lazesoft, Windows shell, bash, Nirxlauncher, FTK Imager, Belcasft, Dumit, Password Recovery, Oxygen, Cellebrite, hardware based forensic cloners and imageers like Tableau TX1, Tableau TD2u, Magnet Axiom, Open Text Encase, Mobile Phone acquisition, backup, data recovery tools for Apple, Android based devices like Cellebrite UFED 4PC etc.

(b) Well versed with relevant laws applicable to the area of electronic/ digital evidence including relevant provisions of the Information Technology Act, 2000 and The Bharatiya Sakshya Adhiniyam, 2023.

(c) Proficiency in using Tableau duplicators, Encase forensics, Password, write blockers and other latest tools.

(d) Proficiency in Relational Database management systems like oracle / Microsoft SQL, etc.

(e) Proficiency in TALLY/ERP and similar accounting software tools including latest tools such as SAP, etc.

(f) Proficiency in usage of various types of digital systems including mobile phones, memory chips/cards, cloud computing systems, servers, other remote data systems/networks /Nirlauncher etc.

(g) Proficiency in assessing electronic data / files/records/emails/chats/communications/images i-could etc. including by way of breaking of passwords and forensic & financial analysis of the same.

(h) Proficiency in various versions of Operating Systems like Windows, Linux, MacOS, Android, iOS etc.

(ii) The forensic team provided by the service provider for each offsite location shall preferably comprise of four (04) technical persons with requisite qualifications and knowledge of forensics and computer.

16. Data Analysis Services:

The Service Provider's personnel required for data analysis must be qualified data analysts and possess at least the minimum knowledge and skills required for this purpose including the following:

(a) Ability to gather, view, and analyze large volume of data that may be present in various formats.

(b) Proficiency in Spreadsheet programs like MS Excel

(c) Knowledge of Python, Power BI, SQL, R and MATLAB, Oracle, SAP etc.

- (d) Skilled at data visualization with capability to present reports in a format as required by CCI. They should be skilled in creating clean and visually compelling charts that will help in understanding the data.
- (e) Strong logical skills and statistical knowledge.

SECTION - II

Eligibility Criteria:

1. **Registered Entity.** The bidder should be a legally registered entity in India for providing Digital Forensic Services for at least last five (05) years. The Incorporation/Registration certificate along with MoA/ Bylaws (or similar legal document) should be furnished as documentary proof as per **Annexure A1**. Bidder should have PAN, TAN, GST, PF, ESI code allotted in its name. Details are to be provided along with attested copies of certificates.

2. **Financial Position.** The bidder should have minimum average annual turnover/ revenue of Rs. One crore during last four financial years from the line of business related to this field. Audited Balance Sheet and Profit & Loss A/c is to be submitted as documentary proof as per **Annexure B**.

3. **Qualified and Experienced Experts.** The bidder must have at least fifteen (15) Experts/ staff with necessary qualifications and post qualification experience of minimum 05 years in the field. The educational qualification should be degree in engineering or equivalent in the related field, which includes IT / Digital Forensic etc. List of such employees supported by Employees Provident Fund (EPF) records or any other relevant proof duly certified by the Authorized Signatory of the service provider may be submitted as per **Annexure C**.

4. **Experience.** The bidder should have minimum two assignments / work orders in last five years for providing digital forensics services to law enforcement agencies/ organizations such as Income Tax Department, Directorate of Enforcement (ED), Serious Fraud Investigation Office (SFIO), Securities and Exchange Board of India (SEBI), CCI *etc.* in connection with search and seizure operations. All relevant documents should be submitted as per **Annexure D**.

5. **Pan India Presence.** The Bidder should have its own offices or have worked to the satisfaction of its clients in minimum two (02) cities out of Delhi, Mumbai, Kolkata, Chennai, Hyderabad, Ahmedabad and Bangalore. Details of Offices, Contact Person & contact details with work order or any other relevant proof to be provided in **Annexure E**.

SECTION III

Earnest Money Deposit (EMD):

1. Bidder shall submit Earnest Money Deposit (EMD) of Rs. 50,000/- (Rs. Fifty thousand only) in form of a Demand Draft or Banker's Cheque in favour of "Competition Commission of India", payable at New Delhi, which should be valid for forty-five (45) days beyond the final bid validity period. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their bidder.

2. Bids not accompanied by the requisite amount of earnest money shall be rejected.

The EMD shall be returned without interest:

(a) to the unsuccessful bidders within 30 days after the declaration of result of first stage *i.e.* Technical evaluation/Pre-qualifying criteria.

(b) in case bidding process is terminated by CCI for any reason.

(c) In case of successful bidder(s), the EMD will be returned within 30 days of the completion of the empanelment process.

3. The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, cost of tender documents provided that: -

(a) such small-scale units are registered under single point registration scheme of NSIC/ MSME;

(b) the registration is valid on the scheduled date of tender opening; and

(c) the product range mentioned in the certificate is same or similar to the tender requirement.

The NSIC/ MSME certificate duly attested by any Notary Public with seal and date shall only be accepted.

4. The relaxations and concessions as per Government of India notifications/ instructions/guidelines issued from time to time and as adopted/allowed by CCI are allowed in respect of the bidder claiming to be MSME and/or MSME-SC/ST and/or Start Ups and/or Domestically Manufactured Producer under Make in India initiatives etc., subject to production of requisite documents/proofs etc.

5. Bidder's claiming exemptions should enclose relevant certificates such as UAM for MSMEs.

6. The bidders exempted by GeM from bid security shall also be exempted by CCI. Supporting documents of exemption are required to be enclosed with technical bid.

Performance Security:

1. The Service Provider is required to deposit within a period of fifteen (15) days after the issuance of work order, a Performance Security in the form of Bank Guarantee of Rs. one lakh only with validity for the period of the contract plus three months thereafter.

2. The Performance Security may be drawn from a scheduled commercial bank in favor of Competition Commission of India, New Delhi.

3. The Performance Security may be discharged/ returned by CCI after completion of the work and upon having been satisfied of the performance of the obligations of selected bidder under the contract.

4. Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such extended period as may be decided by CCI shall constitute sufficient grounds, among others, if any, for the annulment of the award of the work/ tender.

5. In the event, the service provider is unable to provide the services during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by CCI.

6. No Bank Charges/ interest shall be borne by CCI for the Performance Bank Guarantee.

SECTION IV
TERMS AND CONDITIONS

General Terms and Conditions:

1. The Bidder should submit Technical Bid & Financial Bid only as per format along with all Annexures and supporting documents. Failure to furnish all the requisite information in response to those mentioned in the tender documents or submission of a bid not meeting / fulfilling conditions may result in the rejection of the bid.
2. Bids should be submitted in 02 (two) bid pattern, i.e. (i) Technical bid and (ii) Financial bid and both the bids are to be placed in two separate sealed envelopes (clearly super scribing 'Technical bid' and 'Financial bid') which in turn should be placed in one single sealed cover, duly superscribed "Tenders for empanelment of Digital Forensic Services CCI" and addressed to "The Secretary, Competition Commission of India, New Delhi" so as to reach the office not later than **05:00 P.M. on 18th November, 2024.**
3. The EMD shall be enclosed with the Technical bid. The bids without earnest money will be disqualified. The bids of the Service Providers whose technical bid and financial bid are not placed in separate sealed envelopes or if they quote the rates in the technical bid, then such tender shall be rejected forthwith. The financial bid of the disqualified bidders after assessing technical bid shall be returned, unopened. If the successful bidder refuses to accept the offer of empanelment as per the tender conditions, then the earnest money deposit will be forfeited.

The Technical Bids will be opened on **19th November, 2024 at 11:30 AM.** The Financial Bid of only those Service Providers shall be opened whose technical bid (inclusive of profile of applicant Service Provider) are found eligible in the presence of the Bidders or their representatives who may be present. The date, time and venue of opening of financial bid shall be intimated to technically qualified bidders in advance. The tenders will be opened by the Tender Evaluating Committee constituted for this purpose. They will scrutinize the technical bids and determine the eligible bids.

4. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under the contract to any other company/firm/agency without the prior written consent of CCI.
5. The bidder shall be bound by the details furnished by it to CCI, while submitting the tender document or at subsequent stage(s). In case if any of the documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.

6. Each bidder should submit ONLY SINGLE bid. Submission or participation in more than one bid will result in disqualification of all the proposals submitted by the bidder. Bids from individual firms/agency/company will only be entertained and not by any Consortium.
7. CCI reserves the right to accept or reject any or all bid requests without assigning any reason.
8. CCI reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this tender.
9. CCI reserves the right to cancel the tender at any stage and call for fresh tender.
10. CCI reserves the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
11. The responder/ bidder shall bear all costs associated with the preparation and submission of its bid, and CCI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.
12. CCI reserves the right to withdraw the work & get it completed at the risk & cost of the empaneled company/Firm/Agency, if performance is found to be unsatisfactory. Further, the said Company/Firm/Agency may be black-listed by CCI in terms of relevant guidelines of Government of India (GoI).
13. Bidder should not have been blacklisted by any Government (Central/State/PSU) department / organization).
14. Bids must be submitted in English language only.
15. Validity of Bid is 180 days from the date of the opening of bid.
16. No price escalation is applicable on account of any statutory payment increase or fresh imposition of custom duty, excise duty, sales tax or duty leviable in respect of the major components once the bid is accepted. However, GST shall be payable on prevailing rates.
17. Bidder's quoted rates should be firm and fixed. No price variation and escalation will be allowed.
18. Incomplete, telegraphic or conditional tenders are not accepted.
19. Canvassing in any manner is strictly prohibited. The same will lead to rejection of the submitted bid.

20. The bidders quoting abnormally low/high price may be rejected from consideration during bid analysis.
21. The bid validity of less than six (6) months shall not be considered. The validity can be further extended with mutual consent.
22. CCI reserves the right to verify the credentials of the Bidder from third parties.
23. The 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 the tender document with full understanding of its implications. Bidders submitting a bid would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the Bid.
24. In the event of bid being accepted, the bid will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions/terms and conditions etc. to bidders shall also form part of the contract.
25. Initially the contract will be awarded for a period of one year which can be extended further for a maximum period of one year (in a spell of one year) on the same terms and conditions based on successful/ satisfactory performance as determined and on mutual consent.
26. Contract can be terminated by either party by giving one-month notice in advance. In case the notice is not given by service provider (bidder), security deposit/PBG shall be forfeited.
27. CCI may terminate the contract any time at its sole discretion (if the performance is not up to the mark) without any financial liability.
28. In case, the service provider backs out on award of work, the EMD paid by it shall be forfeited.
29. Any act on the part of the Bidder to influence anybody in CCI at any stage shall result in the rejection of the bid or termination of contract.
30. That the Service Provider shall comply with all the legal requirements as applicable from time to time.
31. The law which is applicable to the contract under which the same is to be made shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising out of the contract including the arbitration process.
32. That the Service Provider shall be solely responsible for payment of wages/ salaries and statutory dues to provide all the benefits viz. PF, ESI, applicable Medical Insurance, Bonus,

etc., to the eligible staff engaged by it for the CCI's work.

33. The service providers should be willing to extend its services to the regional offices of CCI (at Chennai, Mumbai and Kolkata) as per requirements from time to time on the same terms and conditions.
34. In a normal situation, the lowest bidder shall be empaneled by the CCI. However, mere lowest rates are not the sole criteria of selection for empanelment and the CCI is not bound to accept the lowest rates.
35. CCI is free for hiring any manpower from any of the empaneled agencies at its sole discretion.
36. Any change in the constitution of the concern of the Service Provider shall be notified forthwith by the Service Provider in writing to the CCI and such change shall not relieve any former member of the concern from any liability under the contract.
37. **Liquidated damages:**
 - (a) Time is of essence in the contract.
 - (b) Without prejudice to the other clauses of this tender, liquidated damages in the form of deduction from the bill amount may be recovered from the empaneled service providers in case any delay or deficiency in the service is attributable to them. The quantum of the liquidated damages may extend to a maximum of 10% of the total amount payable to the service provider.
38. **Termination of services:**
 - (a) CCI may terminate the contract at its sole discretion by giving one-month notice to the agency in writing at any time during the contract period without any cause assigned.
 - (b) In case of dispute, the interpretation /decision of CCI will be final. CCI reserves the right to accept or reject in part or full, any or all the Bids without assigning any reason whatsoever.
39. The service provider should be ready to work across the country as per the requirements of CCI.
40. **Governing Law and Disputes:**
 - (a) If any dispute (s) or differences (s) of any kind whatsoever arise between the CCI and the Service Provider, they shall first negotiate with a view to have amicable resolution and settlement through a committee appointed by the CCI. In the event, no amicable resolution or settlement is reached between the parties within 30 days after receipt of

notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CCI. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and connected laws of India in this regard, as amended from time to time. The venue/ seat of the arbitration shall be New Delhi, India.

(b) The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of Arbitration and Conciliation Act, 1996. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/obligation under the contract.

41. **Definition of Terms:**

- (a) CCI shall mean "Competition Commission of India" having its Office at Office Block – I, 9th Floor, Kidwai Nagar (East), New Delhi – 110023
- (b) EMD shall mean Earnest Money Deposit.
- (c) Performance Security shall mean Bank Guarantee to be deposited against contract awarded.
- (d) Bidder shall mean any applicant who is submitting the bid in reference to this document.
- (e) Agency shall mean the 'Bidder' whose bid will be accepted by CCI as per this tender and shall include such successful Bidder, its legal representatives, successors and permitted assigns.
- (f) UAM shall mean 'Udyog Aadhar Memorandum'.

- 42. **Receipt and opening of Tenders:** Bids duly filled in will be received up to the time and date fixed for submission of tender and opened on the date and time indicated in the notice inviting tender. The bid is liable to be disqualified if the same is received after due date and time.
- 43. **Timeline for Submission of Bids:** If due date of receipt of Bids and/or that of opening of Bid happens to be a closed day(s), the Bids would be received and opened on the next working day but the time of receipt and of opening will remain the same.
- 44. CCI reserves the right to postpone and/or extend the date of receipt/opening of Bids or to withdraw the tender notice, without assigning any reason thereof. In such a case, the Bidders shall not be entitled to any form of compensation.

SECTION – V : TENDER EVALUATION METHODOLOGY

Technical Bid:

1. Evaluation and comparison of bids will be done as per provisions of Technical Eligibility Criteria / supporting documents as proof of pre-qualifying criteria as mentioned in Section – II. CCI reserves the right to verify the bidders documents/ list of persons provided as per qualifying criteria and accordingly decide upon meeting the requirement. CCI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, whether the bidder is meeting the specified eligibility criteria and whether the bids are generally in order. During evaluation of the bids, CCI may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing.

Financial Bid:

2. Financial bids shall be opened only for the technically qualified bidders. The rates quoted shall be valid for complete contract period & extension period, if any. Bidders are required to quote strictly as per the Financial Bid format provided in the tender document.

3. In line with CVC directions, a pre-contract integrity pact has to be signed between both the parties (CCI and the selected bidder). The CCI format for integrity pact will be shared with the selected bidder separately.

4. Total quoted Prices are in Indian Rupees only. The pricing should be inclusive of all envisaged costs including all applicable taxes i.e. GST and other taxes, if there are any.

5. Under no circumstances any extra cost/expense and additional taxes, duties, levies etc. shall be payable to the bidder by CCI unless such a tax, duty or levy has been newly introduced and notified by the Govt. post bid submission date.

6. Final amount will be rounded off to the nearest rupees.

7. For the purpose of this tender, L-1 bidder would be calculated as one whose bid amount is lowest in terms of rupees and which conforms to the terms and conditions of the tender. L-1 shall be determined on the basis of rate quoted in rupees per GB basis for the forensic services to be availed as per Part-A and Part-B of the Financial Bid. Separate L-1 may be decided for Part-A and Part-B activities based on the bids offered.

SECTION - VI : TECHNICAL BID

PART-A

Response Form:

(On the letter head of the firm submitting the response document)

Note: Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the authenticity and correctness of the information.

PART – A

Sl. No. Description Details (To be filled in by the bidder to the Tender)

- 1) Name of the Company:
- 2) Official Address:
 - 2.1 Phone No. and Fax No.:
 - 2.2 E-Mail address:
 - 2.3 Web Site Address:
- 3) Contact Person:
- 4) Contact Person Address:
- 5) Contact Person Mobile Number:
- 6) Contact Person E-Mail:

Date-

Details of enclosures

Signature of Bidder & Name:

Full Address:_____

Telephone No. _____

Address: _____

Fax No. _____

E-mail: _____

COMPANY SEAL

PART-B
(Technical Bid)

(To be submitted on the firm's letter head and signed by an authorized person)

To

Secretary

Competition Commission of India

Ref: Bid document No..... Dated.....

Madam/ Sir,

Having examined the tender document, I/We, the undersigned, hereby submit the technical bid for empanelment for providing Digital forensic services to CCI, and its offices as per the schedule of requirements and in conformity with the said tender document and hereby declare that:

- (a) I/ We hereby accept all the Terms and Conditions mentioned in the tender document unconditionally. We are aware that conditional bids if quoted shall be summarily rejected.
- (b) Our organization or the staffs to be provided has no business or direct family relationship with member(s) of CCI's or employees / officers working therein.
- (c) We will comply with all the applicable/ prevailing statutory provisions, laws, acts and Government orders amended/notified during the period of agreement.
- (d) There is no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Pvt. Ltd. Company) or against the Bidder on grounds of moral turpitude or for violation of any of the laws in force.
- (e) If the above declaration is found incorrect, the present engagement would be terminated and _____(Name of bidder) would be debarred from any further engagement by CCI.
- (f) We have disclosed all the information and the information so provided is true, correct, complete and nothing has been concealed thereof.
- (g) We or our allied offices have not been debarred by CCI or by GeM or by any government office/autonomous body/Central Public Sector Enterprise (CPSE) as on date of the bid opening.

(h) We agree to abide by this bid for a period of 180 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the validity period formally withdraw my/our bid in writing.

(i) We hereby offer to provide the required Services at the prices and rates mentioned in the financial Bid. We enclose herewith the complete Technical Bid as required by you.

We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document.

Dated thisday of 2024

Signature of Bidder

Details of enclosures.

Full Address: _____

Telephone No. _____

Address: _____

Fax No. _____

E-mail: _____

COMPANY SEAL

PART-C
(TECHNICAL BID)

S. No	PARTICULARS	
1	Name of the firm/ Company/Agency	
2	Company/ Bidder Profile	To be enclosed separately as per Annexure A.
3	Name(s) of the Proprietor/Partners/ Directors	
4	Registration No. of the firm with proof of registration:	
5	Registered Address of the Bidder Telephone No. Fax No.	
6	E-mail Address	
7	Name of the Contact Person Telephone/Mobile No.	
8	Tax Identification Number (TIN) / Sales Tax No.	
9	GST Registration No.	
10	PAN (copy to be attached)	
11	Year of commencement of the company/ firm/Agency (Please enclose supporting documents of having experience in Digital Forensic Services)	
12	a. Copy of the audited balance sheet and Profit & Loss Accounts for the last four financial years i.e. 2019-20 to 2022-23 b. Copies of IT Returns for the last four FYs.	
13	No. of Experts	

14	Past Experience (copy of supporting documents)	
15	Details of Earnest Money Deposit Name of the Bank along with demand draft/banker's cheque no. and date.	
16	Name of the government departments/ agencies the bidder is/ has been/ was empaneled with for digital forensic services and the period of empanelment (Copy of supporting documents to be attached)	
17	Any other information	

I/ We hereby declare that the above information is true and correct to the best of my knowledge. I/ We hereby declare that I/ We or our allied offices have not been debarred/blacklisted by CCI or by GeM or by any department/ government office/ autonomous body/CPSE as on the date of the bid submission. Further, I/We understand that in case any deviation is found or any document submitted is non-genuine in the above statement at any stage, the agency will be blacklisted and may not be permitted to bid in future.

Dated this day of 2024

Signature of Bidder with company seal

Details of enclosures.

Full Address: _____

Annexure-“A”

Profile of the Bidder

1. Name of the company/ firm:
2. Nature of the company/ firm:
3. Year of inception:
4. PAN Number:
5. Registered Office:
6. Corporate Office:
7. Zonal/ Regional Office(s):
8. Website:
9. Phone Number:
10. Fax Number:
11. E-mail id:
12. Company incorporation details:
13. Board of Directors/Details of Partners/Proprietor:
14. Business Activities:
15. Bankers:
16. Paid-up Capital, if applicable:
17. Annual turnover:
18. Membership of Professional Associations, if any.

I/ We hereby declare that the above information is true and correct to the best of my knowledge.

(Signature of the Authorized signatory affixing official seal of the Bidder)

Name:
Designation:

Annexure-“A1”

Incorporation/ Registration Details

1. Name of the Agency:
2. Address of Agency:
3. Year of incorporation of Agency:
4. Registration number of the incorporation of Agency:
5. Proof enclosed w.r.t. S.no. 3 & 4 as above:

(Relevant proof like Incorporation / Registration Certificate along with MoA/Bye laws (or similar Legal document) duly attested and stamped as proof.

It is certified that the information furnished above is true and correct.

**(Signature of Authorized Signatory)
(With Official Seal)**

Annexure-“B”

Average Annual Turnover / Revenue from Operation from the Line of Business

1. Name of the Agency:
2. Address of Agency:

Financial performance:

S. No.	Financial Year	Annual Turnover {In Rs. (Crore)}	Average Turnover {In Rs. (Crore)}	Profit after Tax {In Rs. (Crore)}	Net worth {In Rs. (Crore)}
i	2020-21				
ii	2021-22				
iii	2022-23				
iv	2023-24				
	Total				

(Please enclose copy of audited results /balance sheet in original duly attested and stamped as proof)

It is certified that the information furnished above is true and correct.

(Signature of Authorized Signatory)
(With Official Seal)

ANNEXURE - 'D'

A. Details of assignments for providing Digital Forensic Services to regulatory bodies in connection with Search and Seizure work or post search forensic analyses or similar nature during last 5 years.

Sr. No.	Name of the Organization/ Department	Period of contract		Total No. of personnel Supplied	Amount of Bill
		From	To		

Note: -

(Please attach work Order/ Client Letter/ Job Completion Certificate for each of the projects/ manpower provided mentioned above duly attested and stamped.)

It is certified that the information furnished above is true and correct.

**(Signature of Authorized Signatory)
(With Official Seal)**

ANNEXURE - 'E'

PAN INDIA PRESENCE

(Minimum 2 Cities out of Delhi, Mumbai, Kolkata, Chennai, Hyderabad, Ahmedabad and Bangalore as required under eligibility criteria)

- 1. Name of the Agency:**
- 2. Presence in the following States/Stations:**

S. No.	Name of the City	Address of agency including Contact details and date of its existence, Clients serviced in & around city.

Note: *In case of supply of manpower to clients in the aforesaid states, please attach work order or any other proof in support thereof.*

It is certified that the information furnished above is true and correct.

**(Signature of Authorized Signatory)
(With Official Seal)**

ANNEXURE- "F"

(On letter Head of the Company/Agency)

DECLARATION

1. Name of the Agency:
2. Address of Agency:

"We or our allied offices have not been debarred by CCI or by GeM or by any government office/ autonomous body / CPSE as on date."

It is certified that the information furnished above is true and correct.

**(Signature of Authorized Signatory)
(With Official Seal)**

ANNEXURE - G

(On letter Head of the Company/Agency)

AUTHORISATION LETTER

I _____ certify that I am _____ of the Organization, organized under the laws of _____ and that _____ who signed the above Technical and Financial Bid is authorized to bind the organization by authority of its governing body.

Authorized Signatory _____

Date _____

Designation _____

SECTION – VII: FINANCIAL BID

1. Name and Address of the registered Agency
With Telephone Number of the applicant contractor :
2. Permanent Account Number (PAN) :
3. Names and Addresses of the Proprietor / Partners/Directors and their PAN :
4. Rate Chart :

PART- A

(Rate for imaging and restoration of data at onsite during search operation)

Sl. No.	Description / Type of media	Rate per GB (in INR) (Figures & Words)	
	Onsite (during search operation) data acquisition/cloning/imaging from any computer device like pen drive/mobile phone/IPad/Tablet/Laptop/Desktop/Server/Hard Disk or any storage medium/Emails/Cloud data including deleted data.	Basic Rate	
		GST ¹	
		Total	

PART – B

(Rate for Forensic Services at O/o CCI and its regional office at Chennai, Mumbai and Kolkata)

Sl. No.	Description / Type of work	Rate per GB (in INR) (Figures & Words)	
	Reproduction/decryption/carving/extraction/remediation/indexing etc. of acquired/cloned data for analysis by Investigation team whether onsite or at office of CCI.	Basic Rate	
		GST ¹	
		Total	

(Signature of Authorized Signatory)
(With Official Seal)

¹ This should state all applicable taxes *i.e.* GST and other taxes, if there are any.