

**REQUEST  
FOR  
PROPOSAL  
FOR SUPPLY, INSTALLATION &  
COMMISSIONING of COMPOSITE  
INDOOR FIRING RANGE  
AT  
HARYANA POLICE ACADEMY,  
MADHUBAN KARNAL ON TURN KEY  
BASIS**

RFP document issued to:- M/s\_\_\_\_\_

RFP no. Hartron/Proj/Firing Range/2011-12/RE\_\_\_\_\_

Dated: \_\_\_\_\_

**IMPLEMENTING AGENCY**

**Haryana State Electronics Development Corporation Limited**

S.C.O. 111-113, Sector 17-B, Chandigarh – 160017 (India)

Ph. 0172-2704922,2710743, 2714302, 2722961-62, Fax-0172-2720113

Website: [www.hartron.org](http://www.hartron.org), email:- [projectdivision@hartron.org](mailto:projectdivision@hartron.org)

## IMPORTANT INFORMATION

<b>Non-refundable RFP cost</b>	Rs.5000/- through demand draft/bankers pay order from a scheduled bank, drawn in favour of “Haryana State Electronics Development Corporation Ltd.”, payable at Chandigarh or in cash. The document is also available on Hartron website i.e. <a href="http://www.hartron.org">www.hartron.org</a> and the bidders are required to submit the RFP cost alongwith EMD.
<b>Sale of RFP document</b>	9.00 am to 5.00 pm on all working days starting from 13.10.11 till 31.10.11
<b>EMD</b>	Rs. 5,00,000/- in the form of Demand Draft in favour of Haryana State Electronics Development Corporation Ltd payable at Chandigarh from a scheduled bank.
<b>Pre bid conference</b>	At 12.00 Noon on 24.10.11 <b>Venue:</b> Haryana State Electronics Development Corporation Limited. S.C.O. 111-113, Sector 17-B, Chandigarh
<b>Last date for submission of bids</b>	Up to 2:30 P.M. on 02.11.11 in Haryana State Electronics Development Corporation Limited. S.C.O. 111-113, Sector 17-B, Chandigarh
<b>Opening of Pre-Qualification bids</b>	3:00 P.M. on 02.11.11 in Haryana State Electronics Development Corporation Limited. S.C.O. 111-113, Sector 17-B, Chandigarh
<b>Language of the bid</b>	This bid should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

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**Section – 1**  
**INTRODUCTION**

## 1. Introduction

- Haryana Police intends to equip and commission a composite indoor Firing range at Haryana Police Academy at Haryana Police Complex Madhuban Karnal, Haryana. The building for indoor Firing range is already ready and the same can be inspected by the prospective bidder (s) after taking prior approval from Director HPA Madhuban.
- HARTRON on behalf of Haryana Police invites sealed bids from eligible bidders from within and outside India for supply, installation & commissioning of composite indoor Firing range at Haryana Police Academy at Haryana Police Complex Madhuban Karnal.
- The bidder is advised to give their offers keeping in view of the additional firing bays that may be added in the scope of work either during the bidding process at the time of award of contract, during implementation period.
- For any change in the terms & conditions of tender/tender specifications, the bidders are requested to visit our website [www.hartron.org](http://www.hartron.org) regularly.
- Hartron in consultation with Haryana Police reserves the right to increase or decrease the quantity of the stores at any stage or to cancel or reject any / all of the tenders without assigning any reasons.

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## **Section – 2**

### **Scope of Work**

## **2. Scope of work**

The minimum specified scope of work to be undertaken by the bidder is to be performed as per the specifications and conditions mentioned in the different parts of this document, any further amendments issued in this regard and the contract to be signed by the successful bidder subsequently.

- (i) The scope of work include supply, installation and commissioning of composite indoor Firing range at Haryana Police Academy at Haryana Police Complex Madhuban, Karnal as per the detailed technical specifications including Bill of Material is given in Section-3 of this RFP.
- (ii) The bidder should provide turn-key solution for composite indoor Firing range and include any missing item(s)/equipment(s) not withstanding the detailed Bill of Material (BOM) given in RFP for the successful end to end implementation of the facility. The system shall be subjected to inspection at various stages. The successful bidder shall follow all Safety Regulations and practices
- (iii) The successful bidder shall supply all related equipment and accessories as per specifications & configurations mentioned in Section-3 of this RFP.
- (iv) Further, the successful bidder must not bid/supply any equipment that is likely to be declared end of sale within one year from the date of supply. The successful bidder would be required to replace all such equipment with latest and at least of equivalent configuration. The successful bidder shall submit an undertaking from OEM in this regard to the tenderer as the case may be.
- (v) The successful bidder shall be responsible for end-to-end execution of the Firing range and shall quote and provide/ supply any item(s) of latest make and model not included in the bill of materials, but required for successful commissioning of the range. For such item(s), which have not been quoted by the successful bidder in the

bid, but are required for successful completion of the project, the tenderer shall not pay for the same.

- (vi) The successful bidder shall carry out all general tests such as Power on test on delivery, pre-installation checks to ensure correct connections, completeness of systems etc offered.
- (vii) The successful bidder shall not cause any damage to Government building/other premises/property, if any damage occurs, the successful bidder will perform restoration work as per the original condition.
- (viii) Bidders shall spell out various tests that are being proposed to be carried out for demonstrating the functionality of the system.
- (ix) The Successful Bidder shall provide warranty of five years from the date of the issuance of Final Acceptance Certificate for entire equipment and accessories so supplied, installed and commissioned under this RFP. Any delay for acceptance caused by the successful bidder will result in automatic extension of the total warranty period.
- (x) The bidder shall further provide the rates for the comprehensive AMC of the entire equipment supplied under this RFP for 6<sup>th</sup> and 7<sup>th</sup> year and shall be considered separately from the commercial evaluation and will be separately negotiated.
- (xi) Electrical cabling from the Mains, Genset room, UPS Room etc. to firing range shall be the responsibility of the successful bidder. The successful bidder is further required to carry out installation and configuration of the electrical components as per the standards.
- (xii) The bidder shall provide comprehensive training to a minimum 10 designated official from Haryana police for a minimum of two weeks or more if required on the operation of the entire systems supplied, installed and commissioned under this RFP and their preventive maintenance. The successful bidder shall impart hands on training with detailed course material on the operation, preventive maintenance, trouble shooting etc. Operations, Monitoring.

## **2.1 Scope of Acceptance Testing**

The acceptance tests for the indoor firing range shall be carried out in accordance to the methodology mentioned at clause no.6.16 by a committee comprising of officers from Haryana police, HARTRON or any officer or person and duly authorized by the Hartron or Haryana police.

\* \* \* \* \*

**SECTION – 3**  
**TECHNICAL REQUIREMENT**

### **3. Technical Requirement**

#### **3.1 General**

- i) The technical specifications specified are the minimum suggestive specifications and these should be taken as guidelines for supply, installation and commissioning of the equipment required for composite indoor Firing range at HPA Madhuban. The bidder can offer suggestions as well as indicate missing components if any, that may be considered necessary in his bid to implement the facility to meet the required objectives of Haryana police.
- ii) The bidder will offer equipment that will best accommodate and meet the present and future requirements.
- iii) Bids not meeting these minimum suggestive technical specifications are liable to be rejected. In case the equipment quoted exceeds/differ with the RFP technical specifications, the same should be clearly mentioned alongwith justification.
- iv) The equipment supplied should tolerate Indian power and weather conditions. Further, all equipment shall comply with the applicable power and safety standards. For example, NEBS: Network Equipment Building System; Physical protection: Telcordia GR-63, ETSI 300-319; Electromagnetic Compatibility and Electrical Safety; GR-1089, ETSI 300-386 and any other.
- v) Bidder to specify required line voltage, voltage tolerance, frequency tolerance, max. Current consumption, max power consumption, maximum operating temperature, maximum operating humidity for each equipment.
- vi) One set of service and operation/instruction manual is required to be supplied with each system.
- vii) Successful Bidder shall maintain necessary inventory of spares for smooth uninterrupted operations of the composite Indoor Firing range.

- viii) All the systems should be new and of the prevailing/current standard production of the manufacturer at the time of the proposal.

### 3.2 Minimum Suggestive Technical Specifications

<b>General</b>	
1.	A complete solution for installation functioning and maintenance of target system is required for the Haryana Police Academy Madhuban Karnal. The said range shall be tactical range
2.	The target system will encompass various types of target (moving axially and horizontal, turning, pop up and static firing bays, ricochet proofing, lighting, sound ballistics, interactive audio interface shot analysis component and ventilation in addition to setting up the control room.
<b>Firing range design</b>	
3.	All hand held weapons (revolvers, pistols, shotguns) to rifles i.e. 7.62 mm SLR, 5.56 INSAS Rifle, AK 47 Rifle and 9 mm Glock Pistol and any other weapon that may be specified by Haryana Police. The said weapons will be used in all the modes i.e. single, select and automatic mode. Furthermore, there should be no limit/restriction on the number of bullets or rounds that cab be fired in the range per min/hour/day. It must cater to 12 firers standing alongside to simultaneously engage targets ahead. A central control room behind the line of firers with glass panels overlooking the firers shooting gallery and the targets must be available.
4.	The Building has already been constructed of two bays each of 52X198 ft (WXL) and can be visited by the prospective bidders. One bay with fixed firing lines One bay with open firing lines
5.	Protection: Full acoustic and Ballistics protection from all sides for projectiles and splinters of velocity upto 3600 feet per sec. including bullet traps and baffles
6.	No. of firing stalls required: 12 no. of stalls in each bay divided by

	bullet proof glass having clear view with centre divider with shelf wing barricade and spent process receptacle and cross-member from mounting.				
<b>Target Specification</b>					
7.	The target specifications are outlined in the succeeding paragraphs. The targets should enable the shot hit display in real time including the sequence/fall of hits at the firer as well as the instructor end in the control room. The target make of these targets is as under:-				
	(a)	Precision Target	-	Self Sealing	
	(b)	To and Fro Target	-	Cardboard (For enabling shift)	
	(c)	Horizontal Move Target	-	Steel	
	(d)	Pop up and Turning Target	-	Steel or self sealing	
Sr. No.	Target Type	Qty		Target Description	Remarks
		Installed	Reserve		
(a)	Static Target				
(i)	Precision/Zeroing Target	12 (one each for one firing lane)	12	Electronic precision target with facility for hit indication and fall of hits at the each firer end and also at the control. The targets should be self sealing or enable repeated firing of atleast 100 rounds without repair	A suitable timer mechanism to enable pre programmed timed practices should also be provided. The hit indicator at firer end should give number of hits. Group diameter or Group size. The hit indicator at the firer and instructor end should have zoom in facility.
(b)	Moving Targets				
(i)	To and Fro (Advancing and	12 (one each for one	12	Roof or floor mounted targets for	The speed should be able to be preprogrammed.

	receding targets	firing lane)		each firing lane with facility for variable speed and stopping the target enroute both singly or in groups in various combinations. These should be controlled from the control room. They should have turning and pop up facility while in static mode.	The system should enable mounting of Fig. 11.12 and Rubia Targets.
(ii)	Horizontal Movement Target (Friend and Foe Targets)	4 sets	4 sets	Each set having a two pair of targets, one moving left to right and other right to left with facility for variable speed to be controlled from the Control Room.	Hit to be indicated by dropping of the target.
(iii)	Pop up and Turnings Targets (360 and 90 degrees)	12 (one each for one firing lane)	12	The targets sub system should enable popping up/turning in variable time and controlled individually or in combination.	Hit indication to be displayed at the each firing point in the firing stalls and also be control room.
<b>Firing Bays/Stalls</b>					
8.	The inter firer partition panels should be rugged, bullet proof, see through panels with provisions for the following				
	(a) Pull up/pull down/side hinged/fixed suitable support for lying, unsupported and lying supported fire and facilitating left shoulder or right shoulder fire.				

	(b) Provider for firing from standing, kneeling, lying and COB mode
	(c) Provision for mounting individual firer display monitors for hit and score indication with zoom in facility
	a) Suitable assembly/fitment for communication system for each lane as voice interface between the firer and the instructor. This would include the stall panel mounted microphone on an extended (one feet) flexible pipe and headphones (wireless) in each stall.
9.	The partition panel's material should be of Acrylic, Prospex or toughened glass.
<b>Bullet Proofing</b>	
10.	Butt
	(a) A suitable system of "Firing Butt" to trap the bullets at the far inside end of the CISR. The "Firing Butt" should enable recovery of the bullets rather than the bullet getting embedded to minimize the risk of lead contamination within the CISR. The Firing Butt should cover the area behind the targets in a manner that it absorbs all hits fired including on the targets configuration given in the 'Target Specifications';
	(b) The 'Firing Butt' should be able to sustain extensive/daily firing of upto average 2400 rounds daily (100 firers in 12 details firing 12 round each, twice).
	(c) The 'Butt' should have the capacity of stopping/absorbing trapping bullets of muzzle velocity of upto 985 m/sec (This includes rounds from SG 551, 5.56 INSAS Rifles).
11.	<b>Side Walls/Roof/Floor:</b> Suitable non ricochet proofing of side walls, roof and floor to prevent accidental fire hit/ricochet.
12.	<b>Protection of the Target System Equipment and Rails.</b> Exposed equipment of the target system and the rails including roof mounted rail should have suitable bullet protection to prevent damage by direct bullet hit or ricochet.
13.	<b>Ventilation System</b>
	(a) A suitable non AC weather proof ventilation to pump in fresh air and flush out indoor air to ensure poisoning is within laid down permissible limit and maintain cool/fresh atmosphere within the indoor range.
	(b) This would also include necessary wiring/fuse MCB from the nearest electric point to the system.
	(c) The system should have dual controls one in the 'control room, and other at point near to the said system.

14.	<b>Acoustic Reduction System.</b> A suitable sound absorbing paneling of the range interiors to minimize the sound of gun fire, 50 noise reduction ear/plugs with adjustable left and right arm and flexible ear muffles will be included.								
<b><u>Control Room</u></b>									
15.	<p>The control room should have all facilities for:-</p> <p>(a) Real time score controlling all targets being installed in the range in the manner indicated in the 'Target Specifications' individually or jointly.</p> <p>(b) Master control for the ventilation system.</p> <p>(c) Communication system for interface with individual firer and with the group which should also double as central announcement system (The speakers being installed in the firing stall area should be of appropriate wattage).</p> <p>(d) One master computer for shot analysis capable of giving feed back for each target alongwith a heavy duty printer with spare computer. In addition four 19 inch LCD/TFT monitors for instructor to watch all the firers and the target simultaneously with facility to zoom in on the target. A complete back up system for same to be also installed to cater for redundancy.</p> <p>(e) Master control of the electronic precision cum zeroing target. Also the facility to view all or individual targets in real time with zoom in facility.</p>								
16.	<p><b>Post Installation Warranty and Maintenance</b></p> <p>(a) Post installation warranty of at least 5 years</p> <p>(b) Annual and daily maintenance commitment for at least 05 years should be incorporated in the bid including uninterrupted supply/replacement of electronic targets and targets carrier mechanism. Commitment to supply the following quality targets/per year for five years as consumable:-</p> <table data-bbox="483 1396 1273 1543"> <tr> <td>(a) Precision Target</td> <td>- 12 Nos.</td> </tr> <tr> <td>(b) To and Fro Target</td> <td>- 30 Nos.</td> </tr> <tr> <td>(c) Horizontal Move Target</td> <td>- 16 Nos.</td> </tr> <tr> <td>(d) Pop Up and Turning Target</td> <td>- 12 Nos.</td> </tr> </table> <p>(c) MTTR and MTB should be clearly committed for in the tender.</p>	(a) Precision Target	- 12 Nos.	(b) To and Fro Target	- 30 Nos.	(c) Horizontal Move Target	- 16 Nos.	(d) Pop Up and Turning Target	- 12 Nos.
(a) Precision Target	- 12 Nos.								
(b) To and Fro Target	- 30 Nos.								
(c) Horizontal Move Target	- 16 Nos.								
(d) Pop Up and Turning Target	- 12 Nos.								
<b>Miscellaneous</b>									
17.	The software being supplied should be latest Windows based								
18.	The IT hardware including peripherals and monitors should from a reputed company readily available in India like IBM/ DELL/ HP etc.								
19.	All monitors should be 'TFT'. The monitors should be upto 19 inches								

20.	Suitable computer chairs from reputed national manufacturers numbering six will also be provided for the control room
21.	<b>Lighting</b> All cabling/wiring with check joints every 10 meters at appropriate place should be concealed. In addition facility for night firing on all static targets with dimmer should be provided. The dimmer should be controlled from the control room.
22.	<b>Power Supply</b> A suitable noiseless generator from reputed Indian manufacture that could take the operational load of the centre is also required to be installed.

## **Section 4**

### **Eligibility criteria for Bidders**

#### **4. Eligibility Criteria**

**The Bidder:** Bidder should have the capability to implement projects in terms of geographical spread, industry experience, requisite manpower of required qualification and experience, project management skills. Bidder should have a proven record in implementing heterogeneous system integration projects related to setting up of Indoor Firing ranges. The bidder should have reasonable long-standing relationship with equipment manufacturers, which they are proposing and these should have been deployed by the bidder elsewhere. Bidder should be willing to permit tenderer or its representatives to visit the site of above implementation and should supply end user acceptance certificates.

##### **4.1 Bidders general qualification**

- (i) This RFP is open to all firms/companies both from within and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding.
- (ii) Firm/company declared by GoH to be ineligible to participate for corrupt, fraudulent or any other unethical business practices shall not be eligible during the period for which such ineligibility is declared.
- (iii) Breach of general or specific instructions for bidding, general and special conditions of contract with GoH may attract a proceeding to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls.

##### **4.2 Minimum eligibility criteria**

- (i) Only those firms are eligible who are manufacturer of the equipments/systems specified in section III of this RFP.
- (ii) In the countries where manufactures are authorized to export the equipment only through their authorized Govt. marketing agencies, such agencies will be allowed to bid. The bidder must furnish a certificate from the manufacturer and Govt. with the tender, certifying the authenticity of this requirement, failing which their tender will be summarily rejected.

***(iii) The Foreign Manufacturers of the tendered stores will have to specify in the tender document, details of the after sales service to be provided after expiry of warranty period***

(iv) The foreign manufacturer of the tendered stores will have to specify in the tender document. Detail of the after sales

(v) Indian Agent of Foreign Manufacturers/ Principal are allowed to participate in the tender subject to the following conditions

❖ The Indian Agent must be enlisted with the DGS&D for the tendered stores, on the date of opening of technical bids, under the compulsory registration scheme of the Department of Expenditure Govt. of India.

❖ ***Attention is drawn to DGS&D Circular No. 12 dated 17 Sep 2009 (available on DGS&D website) in this regard. In view of the stand of DGS&D on the Enlistment with DGS&D as an Indian Agent of Foreign Principals under Compulsory Enlistment Scheme of the Department of Expenditure of the Ministry of Finance as contained in the DGS&D Circular No.12 dated 17 Sep 2009, offers from Indian Agents not enlisted with DGS&D under this scheme and submitting bids on behalf or otherwise of foreign manufacturers/ principals will NOT be considered in any manner whatsoever.***

❖ ***Those Indian Agents who have applied to the DGS&D for enlistment before the date and time of opening of technical bids can also be considered, provided their enlistment with DGS&D is operational before the opening of price bids and the Indian Agent has inform the purchaser of this, in writing, well in advance of price bid opening.***

- ❖ The Indian Agent will submit along with the tender documents, a copy of the agreement with the Foreign Manufacturer/Principal, giving particulars of the precise arrangement with the foreign principal and their interest in the business in India
  - ❖ Such agreement with the Foreign Manufacturers/ Principal should be a longterm agreement and not merely for the present tender.
  - ❖ If the agreement is only for the present tender, the offer received is liable to be rejected.
  - ❖ The Indian Agent will provide details of the after sales service and post contractual support i.e. repair, maintenance, supply of spare parts etc. that he will carry out.
  - ❖ Offers from firms whose business activities are limited to procuring items from manufacturers, both Indian and Foreign and supplying the same to the purchaser, and having no after sales service backup will not be entertained.
  - ❖ The Indian agent will be required submit details of his commission or any other arrangements with the Foreign Manufacturers/Principal as remuneration for providing the tendered items.
- (vi) The Indian Agent must have the necessary permission/clearance/license/authorization from the Central Govt. of India, to deal in or offer for sale the tendered stores, in case the offered item comes within the purview of arms, ammunition, explosives or explosive substances. A copy of the same must be enclosed with the offer failing which their offer will be set aside.

**Documentary evidence in support of all the above mentioned eligibility criteria should be furnished with pre qualification bid.**

**Important Note:** Hartron reserves the right to amend any/all the above eligibility criteria depending upon the out come of the pre-bid conference to ensure fair play and competition in the bid process. Any such changes will be notified in writing to all those who have purchased this document

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## **Section-5**

### **Bidding Process & Procedure of Submission of Bids**

## **5. Bidding Process**

### **5.1 Advice to the bidders**

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submissions of Bid by the bidder have been done after their careful study and examination of the RFP document with full understanding to its implications.

### **5.2 Sale of bid document**

(i) A complete set of this RFP document can be purchased from Haryana State Electronics Development Corporation, S.C.O. 111-113, Sector 17-B, Chandigarh – 160017 by the bidders in person against a non-refundable amount of Rs. 5000/- through Demand Draft/Bankers Pay Order from a scheduled bank, drawn in favour of “Haryana State Electronics Development Corporation Ltd.”, payable at Chandigarh.

**Or** The RFP document is also available on our website [www.hartron.org](http://www.hartron.org). for information only and the bidders are required to purchase the document for participating in the bid process. The duly purchased RFP document is also required to be enclosed with the pre qualification bid as acceptance of all the terms & conditions

(ii) Bids not submitted in prescribed form will be rejected.

(iii) RFP document will be sold from 9.00 am to 5.00 pm on all working days starting from 13.10.11 till 31.10.11.

### **5.3 Validity of the bid**

The bid should be valid for 120 days from the opening of the Commercial bid OR 6 Months from the last date of submission of bid, whichever is later.

### **5.4 Transferability of the RFP document**

This RFP document is non-transferable.

### **5.5 Misplacement of the RFP document**

HARTRON shall not be responsible for any postal delay about non-receipt / non-delivery of the documents.

**5.6 Pre bid discussions, place, time and date:**

Haryana State Electronics Development Corporation Limited,  
S.C.O. 111-113, Sector 17B,  
Chandigarh – 160017.  
At 12.00 Noon on 24.10.11

**5.7 Address at which the bids are to be submitted:**

Haryana State Electronics Development Corporation Limited,  
S.C.O. 111-113, Sector 17B,  
Chandigarh – 160017  
Phone - (0172) – 2710743, 2714302, Fax - 2720113

**5.8 Last time and date for receipt of bid :**

Upto 2.30 pm on 02.11.11

**5.9 Place, time and date of opening of pre-qualification bid:**

Haryana State Electronics Development Corporation Limited,  
S.C.O. 111-113, Sector 17B,  
Chandigarh – 160017  
At 3.00 on 02.11.11

**5.10 Earnest money deposit (EMD)**

All bids must be accompanied by an earnest money of Rs. 5,00,000/- (Rs. Five Lacs only) in the form of Demand draft from a scheduled bank in India and shall be valid for at least six months, in favour of 'Haryana State Electronics Development Corporation Limited' payable at Chandigarh. No interest shall be paid on the earnest money under any circumstances. **Bids without requisite earnest money shall be summarily rejected.**

**5.11 Late bids:**

The cover should also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late" by the evaluation committee.

**5.12 Procedure for Submission of the Bid**

Sealed offers prepared in accordance with the procedures enumerated below should be submitted to HARTRON, Chandigarh on or before the last date and time 02.11.11 upto 2:30 p.m. The bidder should submit their bids in three parts i.e. Pre-qualification Bid, Technical Bid and Commercial Bid. All bids sealed individually should

be kept in a separate sealed cover super scribed with separate titles as specified below:-

- a) "Pre-qualification Bid for Hartron/Proj/Firing Range/2011-12/RE.
- b) "Technical Bid for Hartron/Proj/Firing Range/2011-12/RE.
- c) "Commercial Bid for Hartron/Proj/Firing range/2011-12/RE.
- d) The bidders should submit one copy each of Pre-qualification, and technical bid. However, bidder shall submit two copies of commercial bids, with the title mentioned on each as "Original Copy" and "First Copy". The each bid should be in hardbound form with all pages numbered. The language of the bid and all documents related to the bid must be written in English language. If any document is in language other than English, then the bidder is required to enclose a self attested translated English version of such documents.
- e) The bidder shall also submit a soft copy each for Pre-qualification, technical and commercial bids on separate CDs in Microsoft Word or PDF format duly packed in the respective envelopes.
- f) All the documents viz. Pre-qualification Bid, Technical Bid and Commercial Bid prepared as above are to be kept in a single sealed cover super scribed with RFP Number, Due Date, Item and the wording "Do not Open Before 1500 hrs on 02.11.11"
- g) **Late bids:** The cover should also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late" by the evaluation committee.
- h) No bid will be considered unless and until each page of the bid document is duly signed by the authorized signatory.
- i) Prices should not be indicated in the Pre-qualification or Technical Bid.
- j) All the columns of the quotation form (Proforma 1 to 13) shall be duly, properly and exhaustively filled in. The rates and units in the proforma for the commercial bid shall not be overwritten. Rates shall be both in the figures and words.

- k) It is mandatory for all bidders to quote F.O.R. destination prices inclusive of all taxes i.e. excise duty, freight, sales tax, octroi, insurance, customs, service tax, etc. Any change in excise duty, custom duty and service tax or any other levies/taxes announced by the Government of India during the currency of the contract, then the same shall be applicable on presentation of the proof during currency of the contract. No change in other duties including sales tax, custom duty effect due to devaluation of rupees shall be entertained.
- l) Price Bids determined to be substantially responsive will be checked by the evaluation committee for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate multiplied by quantity shall prevail and the total cost will be corrected unless in the opinion of the evaluation committee there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of various costs, the sum of the various costs shall prevail and the total bid amount will be corrected.
- m) The amount stated in the Form of Financial Bid will be adjusted by the evaluation committee in accordance with the above-mentioned point for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the EMD shall be forfeited.
- n) Any omission in filling the columns of “units” and “rate” or pertaining to the Taxes/levies, service tax as applicable etc., shall deemed to be treated as inclusive in the total project cost.

- o) All corrections must be duly signed by the Bidder.

### **5.13 Documents comprising the bids**

The bids prepared by the bidders according to the procedure mentioned at clause no. 5.12 should comprise of the following:-

#### **5.13.1 Original bid proposal shall consist of the following:**

- (i) Sealed envelope containing the draft of RFP document cost in case the bidder has down loaded the document from Hartron web site.
- (ii) Sealed envelope containing the draft of Earnest Money as mentioned at clause no. 5.10.
- (iii) The RFP document in original duly signed on each page acknowledging the terms of RFP.
- (iv) Sealed envelope containing the Pre-qualification Bid.
- (v) Sealed envelope containing the Technical Bid.
- (vi) Sealed envelope containing the Commercial Bid.

#### **5.13.2 First copy of Commercial bid proposal shall consist of the following:**

- (i) Sealed envelope containing the Commercial Bid.

#### **5.13.3 Pre-qualification bid shall consist of following :-**

- (i) Bid proposal sheet duly filled in, signed and complete in all respects. (Proforma – 1).
- (ii) Copy of audited balance sheets for the last three financial years.
- (iii) List of technical staff on its roll at the time of bidding.
- (iv) Undertaking (Proforma – 3).
- (v) Undertaking with regard to the compliance of warranty for all the equipment and accessories as per the clause no.6.10.
- (vi) Undertaking to provide Warranty certificates of each and every equipment and its accessories effective from the date of successful completion and acceptance of final

- acceptance test as specified at clause no.6.16 and the period of warranty should be as per the clause no. 6.10.
- (vii) Attested photocopies of documents to establish eligibility in terms of each eligibility criteria as mentioned at Section-4 of this document.
  - (viii) Attested Photo copies of completion certificate and award of order of all the projects handled, along-with the contact details of the clients, which includes Name of concern, address, name of contact person, designation, phone number(s), fax, mobile number, e-mail address(s), etc.
  - (ix) An authorization from the original equipment manufacturer (OEM) with regard to the authorization for all the items that that the bidder is representing them, and that the bidder's commitment shall be met in totality by them.
  - (x) A copy of the agreement with the foreign/principle manufacturer giving particulars of precise arrangement with the foreign principle and their interest in the business in India.
  - (xi) Bidder shall provide an undertaking for providing the warranty certification of all equipment for five years and certification for 20 years for cables respectively as the case may be from the manufacturer of the equipment.
  - (xii) Complete details such as address, contact person/phone, fax, e-mail of branch offices as well as support centers in Haryana/Chandigarh/Delhi along with proof of after sale service facilities at these centers, in case such facilities are not available, then an undertaking to this effect as specified in clause no.(xiv) of 4.2 of this document.
  - (xiii) Manufacturers warranty as per Proforma 2.
  - (xiv) Manufacturer Authorization proforma 5

- (xv) Declaration by the Bidder (Proforma 10)
- (xvi) All other documents to ascertain the eligibility as specified in the eligibility criteria given in section III of this RFP.

**5.13.4 Technical bid shall consist of following**

- (i) The bidder has to give comprehensive plan detailing the design, equipment, its features, modules, implementation methodology, training details, project and management of the project, etc. in technical bid and shall give an undertaking that the equipment supplied, installed and commissioned for the Indoor firing range shall be complete in all respect adhering to the requirements of this RFP. (Proforma 4).
- (ii) The bidders are required to submit with their offers, detailed technical literature of various systems/modules offered to enable a clear understanding of various technical aspects.
- (iii) Bidder shall specify the brand name, make and technical specification of all the equipment and accessories quoted for this project (Proforma 6).
- (iv) Plans for User Training as per the requirement of this document.
- (v) Acceptance test plans
- (vi) An undertaking from the bidder that he shall accordingly train the manpower of of Haryana Police. as per the requirement of the RFP specified in its various clauses.
- (vii) Technical Deviation Proforma 7.

**5.13.5 Commercial bid shall consist of the following**

- (i) Bid prices duly filled, signed and complete as per the price schedule on the prescribed quotation form (Proforma 8 & 9).
- (ii) The bidder can quote, separately, for any other item, which the bidder may think is essential or may be

required while executing the project, which is not included in the Section-3.

- (iii) Bidders shall quote year-wise annual maintenance contract (AMC) charges for two years with spares for taking up maintenance of all such equipments supplied under this project after the expiry of warranty period.

#### **5.14 Opening of bids and Procedure of evaluation**

- (i) An evaluation committee so constituted by Haryana Police and HARTRON will evaluate the bids i.e. Prequalification, technical and commercial. The Bids upon opening will be initially examined to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- (ii) The bidder shall designate minimum one person to represent the bidder in its dealing with tenderer in relation to the proposal submitted by the bidder. Tenderer will assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information and responding to enquiries on behalf of the company.
- (iii) Only Pre-qualification bid shall be opened on the day of opening of the bids at 3.00 p.m. on 02.11.11 (see clause no.5.9) in the presence of bidders' representatives. The bidders' representatives who are present shall sign a register evidencing their attendance.
- (iv) Technical bid will be opened for those bidders whose bids shall meet all the prequalification criteria unconditionally as specified in clause no.5.13.3. The Place, date and time of the opening of the technical bid shall be notified separately.
- (v) Technical bid document shall be evaluated as per the following steps:
  - (a) **Preliminary Examination of Technical Bids:** The technical bids will be examined to determine whether they

are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the various sections of this RFP will be rejected and not included for further consideration.

- (b) **Evaluation of Technical Bids:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in this RFP. Further, the documentation furnished by the bidder will be examined to see whether the qualifications and specific requirements mentioned in this document are fulfilled.
- (c) The tenderer may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
- (d) Any effort by the bidder to influence the tenderer in the process of evaluation of technical Bids, bid comparison or the tenderer's decisions on acceptance or rejection of bids may result in rejection of the bidder's bid.
- (e) The bidders will also be required to make a detailed presentation covering various aspects on technical parameters defined in this RFP for the said Indoor Firing range.
- (f) The tenderer may also ask the bidders to arrange visits of officers to the such sites already established and claimed in the bid.
- (vi) Further, the scope of the evaluation committee also covers taking of any decision with regard to this RFP, execution/ implementation of the project including management period.
- (vii) No further discussion/interface will be held with the bidder whose bid has been technically disqualified/rejected.

- (viii) Financial bids of those bidders who satisfy the parameters laid out in the technical bid will only be opened. The place, date and time for the opening of the financial bids shall be announced separately.
- (ix) The bidder's names, the Bid Prices, the total amount of each bid, and such other details as the Tendering Authority may consider appropriate, will be announced and recorded by the Tenderer at the opening.
- (x) Tenderer shall draw up a matrix covering the following before deciding the successful bidder:
  - a) Financial status of the company
  - b) Compliance to RFP requirements
  - c) Experience in implementation of similar projects
  - d) Experience in management of similar projects
  - e) Project Implementation plan and schedule
  - f) Integration plan
  - g) Openness of the system for meeting future requirements
  - h) Local support infrastructure
  - i) Management and maintenance plan including spares
- (xi) Bidder shall perform all the obligations specified in accordance with the terms and conditions laid down in this RFP. Though formats for Technical bid and Commercial bids are given separately, bidder shall add his remarks and comments under “any other relevant matter. Notwithstanding the fact that the RFP is descriptive, if the bidder feels that the RFP is deficient in anyway in defining scope of supply, scope of services etc for successful implementation of the project, bidder should include the same under “any other” with explanation in Technical Bid and price under relevant head in commercial bid, if there is any price implication for the inclusion, found essential for successful project implementation. Thus, Proposals received will be considered as an offer to satisfy the requirements of tenderer as

described in this Request for Proposal and bidder shall be obligated to implement the project as per scope of work finalized by tenderer.

- (xii) All details provided by the Bidder should be specific to the requirements specified in this RFP. Detailed clarification may be provided by Bidder, if so desired by tenderer. The Bidder shall specify the responsibilities of tenderer, if any, other than already mentioned in the RFP, separately for the successful implementation of the project.

#### **5.15 Criteria for rejection of bids**

The bid(s) may be rejected if any one or more of the following conditions are not fulfilled:-

- (i) Bids not made in compliance with the procedure mentioned at clause no. 5.12.
- (ii) Failure on part of the bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the tenderer, including any supporting document.
- (iii) Incomplete or conditional bids - bids that do not fulfill all or any of the conditions as specified in this RFP.
- (iv) Bids without earnest money deposit (refer Clause no.5.10).
- (v) If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- (vi) Failed to provide clarifications related thereto, when sought.
- (vii) Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- (viii) Validity of the bid not as per the clause No. 5.3 shall be considered as non-responsive and would be disqualified.

- (ix) The submission of more than one bid under different names by one bidder - If same is found at any stage, all the bids by that bidder will be rejected.
- (x) Material inconsistencies in the information submitted.
- (xi) Misrepresentations in the bid proposal or any supporting documentation.
- (xii) Bid proposal received after the last date and time specified at clause no.5.8.
- (xiii) Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- (xiv) The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.
- (xv) All pages of the bid must be signed and sequentially numbered by the bidder.
- (xvi) The decision of evaluation committee in this regard shall be final and binding on the bidders.
- (xvii) Bids not submitted on the prescribed Proformas enclosed with this RFP.

#### **5.16 Acceptance of the bid**

- (i) The valid bids received will be evaluated by the tenderer to ascertain the best, technical superior, commercially optimal bid in the interest of Haryana Police.
- (ii) Tenderer do not bind itself to accept the lowest or any bid and reserves the right to:
  - a) reject any or all bids with/without any reason;
  - b) accept/prefer any bid without assigning any reason.
- (iii) Tenderer reserves the right to appoint any consultant or consultants to help tenderer for evaluation of the bid.

### **5.17 Cross checking**

Tenderer reserves the right to contact and verify bidder's information, references and data submitted in the bid proposal without further reference to the bidder.

### **5.18 Absence of specifications**

The absence of specifications details regarding any equipment to be supplied under this RFP implies that best general practices will prevail and that first quality material and workmanship will be applied as per the discretion of tenderer. Certification standards, when available, for the to-be-installed equipments and materials, will prevail.

### **5.19 Cost involved in tendering**

The Bidder shall bear all costs associated with the preparation and submission of its bid, including the cost of presentation for the purposes of clarification of the bid, if so desired by the tenderer. The tenderer will in no case be responsible or liable for those costs.

### **5.20 Amendment in the RFP document**

The amendments in any of the terms and conditions including technical specifications of this RFP document will be notified in writing either through post or by fax or by email to all prospective bidders who have purchased the RFP document and will be binding on them.

### **5.21 Withdrawal of bid proposal**

No bid proposal will be withdrawn subsequent to the deadline for the submission of bids. However, the bidder is allowed to modify or withdraw its submitted bid any time prior to the last date & time prescribed for submission of the bids, by giving a written intimation to the Tenderer.

### **5.22 Right to negotiate**

- a. The Hartron and Haryana police jointly or the evaluation committee reserves the right for negotiation with the bidders.
- b. The negotiation shall be carried out with the technically qualified lowest bidder by HARTRON and Haryana police Jointly / any

other competent authority / High power purchase committee of the Haryana Govt. as per the procedures/policy of the Haryana Govt. from time to time.

- c. The tenderer also reserves the right to chose part or whole of the technically acceptably bids at individual costs quoted in the commercial bids.

#### **5.23 Contract agreement**

A contract agreement if required will be signed between the successful bidder and Haryana police directly.

#### **5.24 Earnest money refund**

- (i) The draft of earnest money to the bidder(s), who fail(s) to qualify for the technical bid, will be returned back by tenderer to the authorized representative of the bidder against a proper receipt or will be sent by the registered/speed post at the mailing address of the bidder as specified in the bid within four weeks of opening of the pre-qualification bid.
- (ii) The draft of earnest money to the bidder(s), who fail(s) to qualify for the commercial bid, will be returned back by tenderer to the authorized representative of the bidder against a proper receipt or will be sent by the registered/speed post at the mailing address of the bidder as specified in the bid within eight weeks after completion of technical bid evaluation.
- (iii) The draft of earnest money to the bidder(s), who qualify(s) for the commercial bid, but do not get the order for the project will be returned back by tenderer to the authorized representative of the bidder against a proper receipt or will be sent by the registered/speed post at the mailing address of the bidder as specified in the bid within one month after signing of contract agreement between tenderer and the successful bidder.
- (iv) The earned money of the successful bidders shall be returned at the time of making the final payment in accordance to the payment schedule.

### **5.25 Letter of intent and Performance Bank Guarantee**

- (i) After Acceptance of a Bid Proposal as mentioned at clause no. 5.22 of Section 5, a letter of intent will be issued by the tenderer to the successful Bidder.
- (ii) **Acceptance of the letter of intent:** The successful bidder shall accept the Letter of Intent within 10 (ten) days from the date of issue of the Letter of Intent by returning a duly signed copy to tenderer.
- (iii) **Signing of contract :** If required, The successful Bidder shall enter into the Contract Agreement with Haryana police within 15 days of the acceptance of the Letter of Intent.
- (iv) **Performance bank guarantee:** The successful bidder within 15 (fifteen) days of acceptance of the LoI shall furnish unconditional irrevocable Performance Bank Guarantee of 10% of the total value of the project cost from a Nationalized Bank in favour of "Managing Director, HARTRON" on the prescribed Format (as mentioned at Annexure 2), which will be renewed till the currency of the contract. If required, the said bank Guarantee shall be renewed by the bidder 30 days before the expiry date. The said Performance Bank Guarantee be extendable by the HARTRON as per the requirement and shall be kept in full force and effect for the full term of the Contract Agreement. Further, the decision of the tenderer with regard to the Performance Bank Guarantee shall be binding on the successful bidder. The tenderer may forfeit the Performance Bank Guarantee for any failure on part of successful bidder to complete its obligations under the Agreement. The Performance Guarantee shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by a scheduled bank located in India.

- (v) **Award of Contract:** Tenderer shall formally award contract on the successful bidder upon the receipt of the Performance Bank Guarantee as mentioned at (iv) above.

#### **5.26 Right to vary quantities**

Though the bidders shall submit their bid for turnkey implementation of the project, tenderer reserves the right to include only a part or whole or none (in the event of not getting a viable solution within the budget estimated) of the above as scope of the successful bidder. Tenderer shall also reserves the right vary the qty. of the equipment during the bidding process or at the time of award of contract.. Hence the bid be prepared carefully considering the scope of each item individually and computing the total.

#### **5.27 Right to accept any bid and to reject any or all bids**

The tenderer reserves the right to accept any bid, and to annul the tender process and reject all or any bids at any time without assigning reason prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the tenderer's action.

#### **5.28 Changes in technical specifications and price bid**

- (i) Tenderer reserves the right to effect changes in the Technical Specifications after the pre bid discussions with the bidders. Any such change will be notified in writing to all those who have purchased this document.
- (ii) Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. It is expected that all clarifications are sought for earlier and the bid requirements understood clearly by the bidder before submitting the bid. Such price changes shall render the bid liable for rejection. However, the Tenderer reserves the right to request

the bidder/s to give revised commercial offer after technical evaluation, if the situation so warrants.

**5.29 Proprietary rights**

The bidder/supplier shall indemnify the tenderer against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the goods or any part thereof in India.

**5.30 Patent rights**

The Bidder shall indemnify the tenderer against all third-party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of the Goods or any part thereof.

**5.31 Additional information/clarification**

Tenderer reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal. Bidders that fail to submit additional information or clarification as sought by evaluation committee within 10 days of the receipt of tenderer's letter requesting for such additional information and/or clarification, their bids will be evaluated based on the information furnished along with the bid proposal.

\* \* \* \* \*

**SECTION – 6**  
**TERMS and CONDITIONS OF CONTRACT**

## **6. Terms & Conditions of Contract**

### **6.1 Use of RFP document and other Information**

- (i) Successful bidder shall not, without the tenderer's prior written consent, disclose the contract agreement, or any provision thereof, or any specification, pattern, sample or information furnished by or on behalf of tenderer in connection to any person other than a person employed by the tenderer in the performance of the contract agreement and the scope of work. Disclosure of document/information to any such employed person shall be made in confidence and shall extend only so far as may be necessary for such performance.
- (ii) Successful bidder shall not, without the tenderer's prior written consent make use of any document or any information specified in (i) above, except for the purpose of performing the contract agreement and the scope of work.
- (iii) Any document other than this contract agreement shall remain the property of the tenderer.

### **6.2 Change in the minimum specified work**

- (i) Tenderer may at any time by written intimation to the successful bidder, make changes in the minimum specified work.
- (ii) The successful bidder shall not perform changes in the minimum specified work, until tenderer gives permission for such change in writing on the basis of estimate provided by the successful bidder.
- (iii) Mutually agreed change in the minimum specified work shall constitute as a part of the contract agreement and all the provisions and contract agreement shall apply on the said change.
- (iv) Any change in the minimum specified work that may be required for the successful implementation of the project and not involving any significant additional costs shall be carried out by

the successful Bidder at no additional cost or expense to the tenderer.

- (v) In the event of withdrawal or discontinuance of any item or items and consequent ceasing of or reduction in demand the successful bidder shall not be entitled to any compensation. Tenderer will, however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.
- (vi) If during the currency of the contract, the specifications of any item or items to be supplied become obsolete, the successful bidder shall continue to comply with demands for the supply of the said item or items in accordance with the new specifications at rate not higher than already agreed rates at the time of contract, and the successful bidder will not be entitled for any compensation also.

**6.3 Changes in contract agreement**

Except the changes as mentioned in clause 6.2 above, no modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both successful bidder and Haryana Police.

**6.4 Project Milestones**

The entire project is to be completed within 5 months from the date of issue of the purchase order or from the date of issue of letter of credit will be opened only after seller confirms having received all necessary permissions, license to export etc from his Govt.

The milestones of the project are mentioned below:-

Sr.No.	Milestone	To be achieved
1	Supply, installation & commissioning of equipment at Firing range	With in 4 months from the date of award of contract
2	Acceptance test	With in 5 months from the date of award of contract

- (i) If the successful bidder fails to deliver end to end services as prescribed at clause 6.4 above, the same shall be subject to 2% penalty per week of the contract value subject to a maximum of 10% of the total project cost.
- (ii) The above penalty, if any, shall be recovered from the 1<sup>st</sup> payment to be made to the successful bidder under this project or recovery will be made from amount of Earnest Money or Bank Guarantee submitted by the successful bidder to tenderer provided that:
- No recovery of penalty will be made, if tenderer accepts the delays by extending the milestones upto two week by recording in writing that the exceptional circumstances were beyond the control of the successful bidder and there was no loss to Haryana Police.
  - Where the delay on the part of successful bidder is more than 2 weeks subject to maximum of 4 weeks, the matter of extension of Time frame for accomplishing the particular delayed activity will be referred to the Committee appointed by tenderer with related documents that there are genuine reasons for delay on the part of successful bidder and that no loss will result to Haryana Police in case extension is allowed. In case the time frame for the activity as mentioned in the milestones above is extended, no penalty during the extended period shall be recovered from the successful bidder.
- (iii) The unexcused delay in performing of any services as mentioned in the milestones by the successful bidder in the prescribed period may render him liable to any or all of the following penalties:-
- The penalty as mentioned at clause no. 6.4 (iii) above.
  - Forfeiture of earnest money and revoking of Security (Performance Bank Guarantee).

- Termination of the contract as default.

### **6.5 Responsibilities of Successful bidder**

- (i) The successful bidder is responsible to execute all but not limited to the work specified under scope of work as specified in section-2 of this RFP.
- (ii) Responsibility of Electricity earthing and its testing according to the norms while installation of equipments is of successful bidder. If any equipment starts malfunctioning due to improper earthing during the currency of the contract, the same equipment will be replaced/repared by the successful bidder at his own cost and the successful bidder will not be compensated for the same.
- (iii) To lay down the whole data cabling upto each point and the power cabling upto and from the Uninterrupted Power Supply (UPS) or the genset as the case may be, near to each equipment supplied by the successful bidder under this RFP is the responsibility of the successful bidder.
- (iv) Inputs/guidelines if any for the preparation of site as per standard norms shall be submitted by the successful bidder after site visit.
- (v) Civil works, if any, required for laying the cabling systems or for the installation of any other equipment will be the responsibility of the successful bidder

### **6.6 Responsibilities of Haryana police**

- (i) To provide appropriate environmental conditions, necessary building infrastructure, power facilities for the system, access to the premises, a secure equipment storage area, and suitable conditions for the successful bidder's officials.
- (ii) Fully constructed premises for setting up of the composite indoor firing range

### **6.7 Price fall**

- (i) The prices charged for the Items/services supplied under the contract by the successful bidder shall in no event exceed the lowest price at which the successful bidder sells the goods or offers to sell Items of identical description to any persons/ organizations including the tenderer, Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, till the signing of the contract.
- (ii) If, at any time during the said period the successful bidder reduces the sale price, sells, or offers to sell such goods to any person/organization including tenderer or any Department of State or Central Government or any statutory Undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, the successful bidder shall forthwith notify such reduction, or sale or offer to sell to the tenderer and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

### **6.8 Inspection/tests of the items/equipments**

- (i) Inspection committee so constituted shall have the power to inspect the equipment before, during or after installation and to reject the same or any part or portion, if he or they be not satisfied that the same is not at par or according to the specifications submitted by the successful bidder..
- (ii) The successful bidder shall not be paid for supplies rejected as specified at (i) above.
- (iii) Successful bidder shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies.

- (iv) Tenderer shall be under no liability whatsoever for rejected items and the same will be at the successful bidder's risk.
- (v) Rejected supplies shall be removed by the successful bidder at his own expense within 10 days after notice has been issued to him of such rejection, and failing such removal of rejected goods will be at successful bidder's risk.
- (vi) Super inspection of already inspected may be carried out at the discretion of the tenderer after installation, by such officer or team of officers as may be authorized by tenderer. The provisions of conditions mentioned at (i) to (v) above will also apply to the Super Inspection.

#### **6.9 Site visit**

- (i) Bidders desirous of making site visits to the site where the Indoor Firing range is to be set are required to submit written requests for the same to tenderer at least 10 (ten) working days prior to the closing date of the tenders. Tenderer in consultation with Haryana police may give the permission letter for such site visits, The cost of the visit will be borne by bidder himself; tenderer is not liable to provide any facility to the bidder(s) for such visits.
- (ii) Tenderer on its own discretion can cancel such permissions at any moment without any notice to the bidder(s).

#### **6.10 Warranty**

- (i) Successful bidder will also be responsible for providing comprehensive on site five years warranty during the period of contract for all the equipment and their related accessories supplied under this RFP. The bidder is also required to offer 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> year warranty as an optional. Limited/carry in warranty will not be accepted.
- (ii) Warranty shall be deemed to commence from the date of the successful completion and acceptance of the final acceptance by the technical committee constituted by Haryana Police.

- (iii) During the warranty period, it will be the responsibility of the successful bidder to rectify any defect and update the System by incorporating necessary patches, upgrades and updates as and when released by the original supplier or found necessary by tenderer so as to ensure that the Solution is functioning to provide the best performance.
- (iv) Successful bidder shall make available to tenderer the necessary manpower at all times to incorporate changes either in the reports or statements and changes in the business rules for the supplied modules. It is also his responsibility to install the software changes to all systems.
- (v) Successful bidder shall undertake the preventive maintenance of all supplied equipments under this RFP once in every quarter during the currency of contract so as to ensure the smooth functioning of the system and he will have to strictly adhere to this Schedule.
- (vi) The warranty shall cover repair/replacement of all defective parts, if any, with the same or equivalent make for any part removed and Maintenance will be provided at site. The vendor will provide after sale service during the warranty period from Chandigarh or from nearest place to installation. The vendor will attend the complaint within 24 hours and not beyond 48 hours.

Sr. No.	Duration	Penalty
1	Upto 48 hours from the logging of the complaint with the vendor	Nil
2	Beyond 48 hours upto 15 days from the logging of the complaint with the vendor	0.2% per day of the total project cost
3	Beyond 15 days of the logging of the complaint till rectification of the fault	0.3% per day of the total project cost

- (vii) The penalty, if any shall be deducted from the bank guarantee/ EMD / from the invoices pending with the Hartron. In case, the vendor does not attend to the complaints during the warranty

period, the bank guarantees submitted by the bidders will be en-cashed.

- (viii) After the warranty period is over successfully, the indenting department has the option either to award the CMC with spares to the vendor at the rates negotiated at the time of award of the contract or may give it to any third party.
- (ix) Vendor should have satisfactory arrangement to receive complaints during the period of warranty as well as CMC as the case may be.

#### **6.11 Spares**

The successful bidder will ensure that supplies of necessary maintenance equipment and spare parts including active and passive components be made available for the life of the machines or at least for contract duration on continuing basis. The bidder should also submit list of required spare parts along with items wise prices required for 5 years beyond the warranty period. A complete list of service centers in India, along with details of technical personnel manning the service centers must also be submitted.

#### **6.12 Dispatch Documents**

- (i) With every dispatch of goods or materials under the contract, the successful bidder will prepare Delivery Challan in triplicate. The original delivery challan is to be sent by the successful bidder to the tenderer.
- (ii) The second copy of Delivery Challan to be returned to the successful bidder by the respective designated officers at each site with the quantities or numbers received duly noted and signed thereon. The said duly signed Delivery Challan received by the successful bidder from the respective intending officers shall also be forwarded to tenderer for further necessary action.
- (iii) The third copy to be sent by the successful bidder to the user for record in its office.

### **6.13 Condition of items supplied**

- (i) This is subject to the condition that the materials are securely packed by the successful bidder in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the successful bidder.
- (ii) The successful bidder will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. Such supplies shall be removed by the successful bidder at his own expense. The decision in this regard taken by tenderer shall be binding and final.

### **6.14 Acceptance tests**

Acceptance Test shall be conducted as per the following:-:

- (i) The acceptance test shall involve successful supply, delivery at site, installation & commissioning of the Indoor Firing range at Haryana Police complex Madhuban.
- (ii) The successful bidder shall demonstrate the complete end-to-end services/facilities/features/modules of the Indoor Firing range as mentioned in the RFP and provided by them as part of the solution.
- (iii) In the event the successful bidder is not able to complete the installation at the Indoor Firing range as defined by tenderer due to non availability of site by Haryana Police, the successful bidder and Haryana Police may mutually agree to redefine the milestones so that successful bidder can complete installation and conduct the Acceptance Test within the redefined milestones for such sites. However, site not ready etc. shall have no bearing on the release of payment as per the original milestones.
- (iv) On the successful completion of the Acceptance Test and after the committee so constituted to conduct the said acceptance

tests are satisfied with the working of the system, the acceptance certificate signed by the authorized representative(s) of tenderer, authorized representative(s) of Haryana Police and will be issued by the tenderer to the successful bidder. The date on which such certificate is issued shall be deemed date of the successful commissioning of the composite indoor Firing range of Haryana Police. Any delay by the successful bidder in the performance of its contracted obligations shall render the successful bidder liable to the imposition of appropriate penalties, unless agreed otherwise by tenderer.

- (v) Any delay by the successful bidder in the Acceptance Testing shall render the Successful bidder liable to the imposition of appropriate Penalties.

#### **6.15 Payment schedule**

##### ***A. For Indigenous Stores:***

- a.* 100% payment will be made after receipt of stores on fulfillment of following conditions:-
- b.* Final acceptance of the store, after inspection by the Inspection Officer so appointed. The date of final acceptance shall be the date on which the inspection report is accepted by the Inspection authority i.e. DGP Haryana .
- c.* Furnishing of performance bond @ 10% of order value valid from date of final acceptance of stores till expiry of Warranty/ Guarantee period laid down, in the shape of a Bank Guarantee in the required Proforma.

##### ***B. For Imported Stores :***

- a.* 90% of price of stores excluding the Indian Agents Commission will be paid against an Irrevocable Letter of Credit, on presentation of shipping documents, Manufacturers Inspection Certificate, Guarantee/ Warranty Certificate, Country of Origin Certificate from the Chamber

of Commerce of the country of origin and other necessary documents (as mentioned in the supply order). Balance 10% will be paid after final Acceptance of the stores and submission of Performance Bond equivalent to 10% of order value in the form of a Bank Guarantee in the Prescribed format valid from the date of Final acceptance of stores till the expiry period laid down.

- b. To Indian Agent: 100% Agency Commission will be paid after successful installation & Commissioning / acceptance of the equipment /store at consignees end/by Inspection

THE PAYMENT TO THE FOREIGN SUPPLIER WILL BE MADE BY LETTER OF CREDIT OPENED BY THE STATE BANK OF INDIA. IN CASE SUPPLIER DESIRES LETTER OF CREDIT TO BE CONFIRMED ON A DESIGNATED FOREIGN BANK, SUCH CONFIRMATION CHARGES WILL BE PAYABLE BY HIM.

#### **6.16 Transit insurance**

Hartron and Haryana Police will not separately pay for transit insurance and supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination. The consignee must notify to the contractor any loss or damage to the stores that may have occurred during transit as soon as possible, but not later than 30 days of date of arrival of stores at the destination

#### **6.17 Sub-contracting of the project**

In the event successful bidder intends to use Sub-contractor for any part of the Project, the following shall be adhered to:

- (i) The sub-contracting of the entire project shall not be allowed. Further, the successful bidder will be solely responsible for the whole project and all of the conditions of the project, even if he sub-contracts any part of the project to any other party. In other words sub-contracting would not absolve the successful

bidder from the responsibility for the complete project and its conditions..

- (ii) The successful bidder may subcontract a part of project after informing the tenderer for the same. However, the successful bidder will be solely responsible for the implementation of any part of the project sub contracted to the satisfaction of tenderer.
- (iii) Evidence that all obligations imposed by the RFP on the Bidder have been fully understood and accepted where applicable by the Sub-contractors.

**6.18 Change in company structure**

The Membership/Board structure of the bidder, if changed after the bidder is selected, the successful bidder shall accordingly inform the tenderer of such changes.

**6.19 Compliance with laws, permits**

The successful bidder shall comply with all local, state rules, regulations, ordinances, codes, and laws relating to the work or the conduct thereof and shall secure and pay for any permits and licenses necessary for the execution of the work and successful bidder shall be responsible for the same.

**6.20 Liability insurance**

Successful bidder shall agree to maintain General Liability Insurance, Worker's Compensation, and tenderer Liability Insurance to cover all its personnel engaged in the performance of the services herein described, as well as damages arising as a result of the performance of such services. Successful bidder further agrees to require his subcontractor(s), if any, to maintain General Liability Insurance, Worker's Compensation, and Tenderer Liability Insurance. The successful bidder shall also be responsible for Employees Provident Fund (EPF) and other worker compensation issues, if any, applicable on his or his subcontractors' personnel.

### **6.21 Forfeiture of earnest money**

- (i) If the bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the earnest money deposited by the successful bidder will be forfeited.
- (ii) If the successful bidder fails to comply with any of the terms, conditions or requirement of this contract and the technical specifications for the equipment requirement as indicated in various sections of the RFP document, the earnest money deposited by the bidder will be forfeited.
- (iii) In case successful bidder fails to comply with the project milestones as specified at clause no.6.4, the earnest money deposit will be forfeited.
- (iv) In case of issue of the Letter of Intent, (Refer Clause no. 5.25) if the bidder fails to:
  - (a) accept the Letter of Intent by returning a duly signed copy within the time limit specified; and / or
  - (b) execute the contract agreement; and / or
  - (c) furnish the performance bank guarantee as specified in this Document.

The earnest money deposit will be forfeited

### **6.22 Force Majeure**

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify Tenderer in writing of such condition and the cause thereof. Unless otherwise directed by Tenderer, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical,

and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

### **6.23 Termination of the contract**

- (i) In the event of the bidder failing duly and properly to fulfill the contract or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or not achieving the milestones mentioned at clause no 6.4 or if the bidder or his agent or servants being guilty of fraud in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the bidder or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to tenderer rights and remedies otherwise, tenderer shall be entitled to terminate this contract forth with and may claim back all or part of the money already paid to the bidder.
- (ii) The termination of this contract in whole or part under any conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any station whether in ignorance of the termination or otherwise.
- (iii) If during the currency of the contract, the successful bidder becomes bankrupt or otherwise insolvent or is likely to become

insolvent or bankrupt, tenderer may, at any time, terminate the contract agreement by giving written notice to the successful bidder. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to tenderer.

- (iv) Further the tenderer shall also have the unfettered right to repudiate and rescind the Contract if there is any breach of the Contract by the Successful Bidder including but not limited to the occurrence of any of the following events or contingencies:
  - a) Minimum balance not maintained vide revolving guarantee.
  - b) Default achieving milestones affecting the overall time schedule
  - c) Quality of the network/servers/infrastructure facility/software etc. not as per specifications/agreements.

#### **6.24 Consequences of termination**

- (i) Upon termination, the successful bidder shall deliver or cause to be delivered all works carried out for and on account of the State Govt. and all data and records required from or on account of the State Govt.
- (ii) Termination of the contract agreement shall not affect any continuing obligations of the successful bidder under the contract agreement, which, either expressly or by necessary implication, are to survive its expiry or termination such as confidentiality obligations of the successful bidder.
- (iii) Upon termination of the contract agreement for any reason whatsoever, the successful bidder shall return to the tenderer, any and all confidential information and any other property of the tenderer.
- (iv) Tenderer may procure services similar to those undelivered, upon such terms and in such manner, as it deems appropriate, at the risk and responsibility of the successful bidder and the

successful bidder shall be liable for any additional costs for such services.

- (v) The successful bidder shall continue the performance of the contract agreement to the extent not terminated.
- (vi) Upon termination of the contract agreement for whatsoever, tenderer shall have the right to impose the following penalties:-
  - (b) Forfeiture of earnest money
  - (c) Revoking of performance bank guarantee by tenderer on advice of State Govt.
  - (d) Imposition of appropriate penalties.

#### **6.25 Insurance of items**

Successful bidder shall insure all the delivered items till final acceptance.

- (i) The successful bidder shall arrange for comprehensive Insurance of equipment and works covering transit, storage, erection, commissioning and maintenance as may be necessary and for all such amounts to protect the interest of the Tenderer against all risks. The scope of such Insurance shall cover the entire value of the equipment and Infrastructure being supplied for the entire Contract period.
- (ii) The Transit cover shall be on all risks for inland transit.
- (iii) The successful bidder shall arrange workmen compensation insurance, which shall be at the cost and responsibility of the successful bidder.
- (iv) Any loss or damage to the components during handling, transporting, storage and erection, till such time the complete setup is taken over by the Tenderer, shall be to the account of the successful bidder.
- (v) All costs on account of insurance liability and necessary premium will be on successful bidder's account

Tenderer on behalf of Haryana Police, shall be the principal holder of the policy. Tenderer reserves the exclusive right to assign the Policy

### **6.26 Arbitration**

- (i) In the event of any dispute or difference arising between the Successful Bidder and tenderer out of or in connection with the Contract or RFP or any of the terms and conditions contained therein or as to the interpretation or any other matter, both the parties shall resolve such dispute or difference first by mutual discussions. If any dispute or difference still persists, it shall be referred to Arbitration to be conducted in accordance with Arbitration and Conciliation Act 1996. The arbitration will be held in Chandigarh and the proceedings shall be conducted in English. The parties to the dispute will instruct the Arbitrator(s) to render a decision within 30 days of the date of their appointment and such a decision shall be binding on both the parties.
- (ii) This RFP and the Contract shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
- (iii) In relation to any legal action or proceedings to enforce the Contract, the parties to the Contract irrevocably submit to the exclusive jurisdiction of the courts in Chandigarh to the exclusion of any other court or courts that may otherwise have had such jurisdiction and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

### **6.27 Acquaintance with all conditions**

The bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the bidder shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to ask for encashment

of any rates agreed to in the contract or to evading any of his obligations under the contract.

**6.28 Limitations of Liability**

Further, bidders cumulative liability for its obligations under contract shall not exceed the total contract value.

## ANNEXURES

(to be submitted by successful bidder)

**Annexure – 1**

**Draft Format of Performance Bank Guarantee in favour of HARTRON**

In consideration of Haryana State Electronics Development Corporation Ltd. (HARTRON) and having its Headquarter at SCO 111-113, Sector 17B, Chandigarh, which expression unless the context otherwise requires, shall include its successors and permitted assigns (the "HARTRON") having agreed to accept from [ ] (the name of the Successful bidder) a company incorporated, organized and subsisting under the Companies Act, 1956 (1 of 1956) and having its registered office at [ ..] which expression unless the context otherwise requires, shall include its successors and permitted assigns (the "Successful bidder") under the terms and conditions of an agreement dated the [.....] day of [.....] between the HARTRON and the Successful bidder for Supply, Installation & Commissioning of Indoor Firing range at Haryana police Academy Madhuban on turnkey basis as specified in the RFP Document for the same. Security deposit for the due fulfillment by the Successful bidder of the terms and conditions contained in the Contract Agreement on production of an interest free bank guarantee ("Performance Bank Guarantee") of 10% of the total project value of Rs.\_\_\_\_\_ (\_\_\_\_\_rupees only) amounting to Rs. \_\_\_\_\_ (\_\_\_\_\_ rupees only) in favour of the HARTRON to be renewed annually up to the currency of the contract Agreement. The guarantee amount for such annual renewal shall be calculated on the basis of the balance amount of the total project cost.

1. We, [ ] (name of the, Bank) do hereby guarantee and undertake to indemnify and pay and keep indemnified the HARTRON in terms of the Contract Agreement to the extent of this Bank Guarantee value of Rs.\_\_\_\_\_ (\_\_\_\_\_rupees only).
2. We, [ ] (name of the Bank) further agree that if a demand is made by the HARTRON for honoring the Performance Bank Guarantee we, [ ] (name of the Bank) having no right of decline to cash the same for any reason whatsoever. The fact that there

is a dispute between the HARTRON and the Successful bidder is no ground for us [ ] (name of the Bank) to decline to honour the Performance Bank Guarantee.

3. We, [ ] (name of the Bank) further agree that a mere demand by the HARTRON is sufficient for us [ ] (name of the Bank) to pay the amount covered by the Performance Bank Guarantee without reference to the Successful bidder and any protest by the Successful bidder cannot be valid for us [ ] (name of the Bank) to decline payment to the HARTRON.

4. We, [ ] (name of the Bank) further agree that the HARTRON shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Contract Agreement or to extend time of performance by the Successful bidder from time to time or to postpone for any time or from time to time, any of the powers exercisable by the HARTRON against the Successful bidder and to forbear or enforce any of the terms and conditions relating to the Contract Agreement and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the Successful bidder or for any forbearance, act or omission on the part of the HARTRON or any indulgence by the HARTRON to the Successful bidder or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us [ ] (name of the Bank).

5. We [ ] (name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the HARTRON in writing.

DATED THE [ ] DAY OF [ ] Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
For [Name of the Bank]  
(Seal of the Bank)

## PROFORMAS

(To be enclosed with pre-qualification bid).

**Proforma 1**  
**BID PROPOSAL SHEET**

Bidder is required to furnish the below mentioned information.

Bidder's Proposal Reference No. and Date			
Bidder's Name and Address			
	Tel. No.	Fax No.	
Bidders Correspondence address			
	Tel. No.	Fax No	
Name, Designation and address of the officer to whom all references shall be made regarding this RFP			
	Telephone No (s)		
	Fax No (s)		
	Mobile No		
	Email ID		
Annual turnover of the firm for the last 3 successive years (in Rs.)	year	Turnover	Profit
	2009-2010		
	2008-2009		
	2007-2008		
Details of Draft for Earnest money deposited	Draft No		
	Date		
	Amount		
	Issuing Bank Name:		

Managing Director  
HARTRON  
SCO 111-113, Sector 17 B  
Chandigarh 160017

**Subject : Proposal for Supply, Installation & Commissioning of Composite Indoor Firing range at Haryana Police Academy Madhuban on turnkey basis.**

Dear Sir,

1. We, M/s \_\_\_\_\_, having read and examined in detail the specifications, requirements as mentioned in the RFP do hereby propose for Supply, Installation & Commissioning of Composite Indoor Firing range at Haryana Police Academy Madhuban on turnkey basis as specified in the RFP.

**2. PRICE AND VALIDITY**

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 120 days from the opening of the commercial bid or six months from the last date of submission of the RFP, which ever is later.

**3. EARNEST MONEY**

We have enclosed the earnest money in the form of Bank Draft amounting to **Rs. 5.00 Lacs** It is liable to be forfeited in accordance with the provisions of RFP document.

**4. ASSURANCE**

We declare that all the services shall be performed strictly in accordance with the technical specifications and other terms and conditions covered in RFP document.

**5. BID PRICING**

We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

**6. QUALIFYING DATA**

We confirm having submitted the qualifying data as required by you in your RFP document. In case you require any further information/

documentary proof in this regard before evaluation of our bid, we agree to furnish the same, in time, to your satisfaction.

7. We hereby declare that in case the contract is awarded to us, we shall submit the Bank Guarantee as per terms of RFP document.
8. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief. We further declare that we have read the provisions of this RFP and confirmed that these are acceptable to us.
9. Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration and replacement.
10. We understand that you are not bound to accept the lowest or any bid by you.

Thanking you,

Yours faithfully,

**(Authorised Signatory)**

Date:

Name:

Place:

Designation:

Business Address:

Seal of the company:

(To be enclosed with Pre Qualification Bid)

**PROFORMA 2  
MANUFACTURER WARRANTY**

We, M/S ----- warrant that everything to be supplied and commissioned by us hereunder shall be brand new, free from all encumbrances, defects and faults in material. Workmanship and manufacturing shall be of the highest grade and quality and consistent with the established and generally accepted standards. Materials of the type ordered shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly.

We, M/S----- also undertake that in case any item supplied by us found to be defected, faulty, or used at any stage, it shall be replaced by us at our cost.

Signature of the Witness

**(Authorized Signatory)**

Name

Name

Seal

Date

(To be enclosed with Prequalification bid on the official letter head of the bidding company)

**PROFORMA - 3**

**UNDERTAKING**

We M/s \_\_\_\_\_ also agree to depute \_\_\_\_\_ nos of trained manpower during the implementation period (project milestone period) as specified in the various terms & conditions of the RFP.

Signature of the Witness

Name

Address

**(Authorized Signatory)**

Name

Address

Seal

(To be enclosed with Technical Bid on the official letter head of the bidding company)

**PROFORMA - 4**

**UNDERTAKING FOR EQUIPMENT INSTALLED IN COMPLETE  
RESPECT, TRAINING, ETC.**

We, M/S ----- undertake

1. That we undertake that the equipment supplied, installed and commissioned for Composite Indoor Firing range for Haryana Police at Haryana Police Academy Madhuban shall be complete in all respects adhering the requirements specified in the RFP.
2. That we will accordingly train the manpower of Haryana Police, so that the concerned officers/officials of Haryana Police can handle the system, once the project is handed over.

Signature of the Witness

**(Authorized Signatory)**

Name

Name

Address

Address

Seal

(To be enclosed with Prequalification bid)

**PROFORMA – 5**  
**AFFIDAVIT**  
**(MANUFACTURER’S AUTHORIZATION CERTIFICATE)**

From

\_\_\_\_\_  
\_\_\_\_\_

To

Managing Director,  
HARTRON, SCO 111-113  
Sector 17-B, Chandigarh

\_\_\_\_\_ do hereby solemnly affirm and  
declare as under:-

- (i) That this is to certify that M/S \_\_\_\_\_ is our authorized dealer/distributor/agent and he is authorized to submit tender/quote the rates in the State of Haryana against RFP enquiry No. \_\_\_\_\_ due on \_\_\_\_\_ and to supply the material in original manufactured by us.
- (ii) That we shall have full responsibility of satisfactory supplies against the supply order/rate contract.
- (iii) That I am fully authorized to give this affidavit on behalf of M/s \_\_\_\_\_

Deponent

(To be enclosed with Technical Bid)

**Proforma – 6**  
**Technical detail**

**Managing Director**  
**Haryana State Electronics Dev. Corpn. Ltd.,(HARTRON)**  
**SCO 111-113, Sector 17-B,**  
**Chandigarh.**

We M/s \_\_\_\_\_ offer to supply installation & commissioning of composite Indoor Firing System to the office of DGP, Haryana in conformity with this offer as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

Sr.no	Name of the item	Qty	Make/model
1	Indoor Firing Range System		
2	Static targets	10	
3	Moving targets (to & fro advancing and receding targets)	10	
4	Horizontal movement targets (friend & foe targets)	4 sets	
5	Pop up and turning targets (360 & 90 degree)	10	
6	Firing bay/stalls	LOT	
7	Bullet proofing	LOT	
8	Control room		
9	Consumables per year for five years Precision targets to & fro Horizontal moving targets Pop up & turning targets	10 30 16 10	
10	Installation & commissioning		
11	Warranty for five years		
12	Warranty for 6 <sup>th</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> year (optional)		
	CMC of two years after the warranty period of five years		

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	CMC of two years after the warranty period of eight years (optional)		
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We undertake, if our bid is accepted, to commence the work immediately and to complete the supply, installation and commissioning as the case may be within the stipulated time frame of one month unless otherwise specified in the contract agreement to be executed from the date of receipt of your Notification of Award.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities.

Dated \_\_\_\_\_ Day of \_\_\_\_\_ 2011

Signature & Seal

\_\_\_\_\_  
(in the Capacity of)

Only Authorized to sign bid for and on behalf of \_\_\_\_\_

Full Name :

\_\_\_\_\_

Full address :

\_\_\_\_\_

(To be enclosed with technical bid)

**PROFORMA 7**  
**TECHNICAL DEVIATIONS**

**Subject:** Technical Deviations for carrying out Supply, Installation & Commissioning of composite indoor Firing range at Haryana Police Academy Madhuban on turnkey basis.

Dear Sir,

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<b>Sr. No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Statement of deviations and variations</b>
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**Date**

**Signature**

**Name**

**Place**

**Seal**

(To be enclosed with commercial bid)

**PROFORMA 8**  
**FINANCIAL DEVIATIONS**

**Subject: Financial Deviations for carrying out Supply, Installation & Commissioning of composite indoor Firing range at Haryana police Academy Madhuban on turnkey basis.**

Dear Sir,

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Sr. and No.	Clause No.	Page No.	Statement of deviations variations
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**Date**

**Signature**

**Name**

**Place**

**Seal**

(To be enclosed with commercial bid)

**Proforma - 9**

To

**Managing Director  
Haryana State Electronics Dev. Corpn. Ltd.,(HARTRON)  
SCO 111-113, Sector 17-B,  
Chandigarh.**

We declare:

We M/s \_\_\_\_\_ offer to supply installation & commissioning of composite Indoor Firing System to the office of DGP, Haryana in conformity with this offer as per the following

Sr.no	Name of the item	Qty	Make/ model	Unit cost	Total cost inclusive of all taxes
1	Indoor Firing Range System				
2	Static targets	10			
3	Moving targets (to & fro advancing and receeding targets)	10			
4	Horizontal movement targets (friend & foe targets)	4 sets			
5	Pop up and turning targets (360 & 90 degree)	10			
6	Firing bay/stalls	LOT			
7	Bullet proofing	LOT			
8	Control room				
9	Consumables per year for five years Precision targets to & fro Horizontal moving targets Pop up & turning targets	10 30 16 10			
10	Installation & commissioning				
	Total cost				
11	CMC of two years after the five warranty period				

	CMC of two years after the eight year warranty period (optional)				
	Grand Total with two years CMC after five years warranty				
	Grand Total with two years CMC after eight years warranty				

1. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the job will be completed within the stipulated time frame as mentioned under the project mile stones or unless other wise specified in the purchase order.
  
2. Terms of Delivery: The landed prices quoted are inclusive of current Excise Duty, Freight, Insurance, Sales Tax, etc.
  
3. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical bids and that we shall remain bound by a communication of acceptance within that time.
  
4. We hereby certify that we have read and understood the terms and conditions applicable to the bidder and we do hereby undertake to supply as per these terms and conditions.
  
5. Certified that the Bidder is:  
A sole proprietorship firm and the person signing the bid/offer is the sole proprietor/constituted attorney of the sole proprietor.  
**Or**  
A partnership firm, and the person signing the bid/offer is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.  
**Or**
  
7. A company and the person signing the bid/offer is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid/offer document.

8. We do hereby undertake that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract shall constitute a binding Contract between us.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_ 2011

***Signature of Bidder***

Details of enclosures  
\_\_\_\_\_

Full Name :

Full address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel. No. \_\_\_\_\_

Fax no \_\_\_\_\_

E-mail: \_\_\_\_\_

**Note: The quantities indicated above are indicative only are likely to increase or decrease. The bidder is required to give rates which are valid for six months from the date of issue of letter of intent by HARTRON. The bidder is required to give an undertaking with regard to the validity of the rates on its letter head and to be submitted alongwith the pre-qualification bid.**

**PROFORMA 10**

**DECLARATION BY THE BIDDER**

**(To be enclosed with pre qualification Bid)**

NAME OF THE BIDDER: M/s \_\_\_\_\_

The bidder is requested to sign and affix their seal on each page of this document and submit this duly signed original RFP document with pre-qualification bid in respective cover without fail.

The bidder is also requested to give the following declaration as per the format.

We M/s \_\_\_\_\_ have gone through the terms and conditions and will abide by them as laid down in the RFP.

We M/s \_\_\_\_\_ hereby confirm that our firm has not been blacklisted by any State Government / Central Government. We M/s \_\_\_\_\_ further confirm that our firm has no legal case pending in any of the courts for winding up the company.

We M/s \_\_\_\_\_ hereby declare that the particulars furnished by us in this offer are true to the best of our knowledge and we further understand and accept that, if at any stage the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also is liable for any penal action that may arise due to the above.

Date:	Signature :
Place:	Name :
	Designation :
	Seal of Bidder: