

Request for Proposal

FOR

Design, Development and Implementation of E-Challaning System in Ambala Range Haryana Police



RFP no. Hartron/Proj/ e challaning/2011-12/03-RE

Dated: _____

Haryana State Electronics Development Corporation Ltd
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Important Information

Availability of RFP document and Non-refundable RFP Cost	The RFP can be downloaded from Hartron Web site i.e. www.hartron.org . The bidders having downloaded the RFP document are required to submit the non refundable RFP document cost of Rs 1000/- along with pre qualification bid in the form of Demand draft/pay order from a scheduled bank in favour “Haryana State Electronics Development Corporation Ltd.”, payable at Chandigarh. The bids found without non refundable RFP document cost shall be out rightly rejected.
EMD	Rs.1.00 lac in the form of Demand Draft in favour of Haryana State Electronics Development Corporation Ltd.” , payable at Chandigarh from a scheduled bank.
Last date for submission of bids	Upto 2.30 PM on 01.09.11 Haryana State Electronics Development Corporation Limited, S.C.O. 111-113, Sector 17-B, Chandigarh
Opening of Pre-Qualification bids and its evaluation	3.00 P.M. on 01.09.11 in Haryana State Electronics Development Corporation Limited, S.C.O. 111-113, Sector 17-B, Chandigarh
Language of the bid	The bids 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.

Section – 1
SCOPE OF WORK

Scope of Work

- 1.1 Hartron on behalf of Haryana Police invites sealed bids for the design, development and commissioning of E-Challaning System for the use by Haryana Police in all the districts of Ambala Range (Panchkula, Ambala, Kaithal, Kurukshetra and Yamunanagar).
- 1.2 Selected bidder will supply, install and commission 100 nos. of handheld devices along with the required software. However the successful bidder shall be asked to supply the entire quantity in two phases. The first phase shall consist of supply installation and commissioning of a minimum quantity of 25 hand held devices along with the required software for e Challaning as a pilot project as per the technical requirement laid in section 2 and 3 of this RFP.
- 1.3 The remaining quantity shall be ordered with in three months after successful commissioning of the system to the satisfaction of the Haryana Police, excluding the time taken on account of administrative delays. MD Hartron also reserves to right to increase/decrease the number of handheld devices as per the policy decision/guidelines issued by the State Government pertaining to the procurement of stores.
- 1.4 The system including hand held devices so proposed by the bidder should be user friendly with ease of operation so as to enable the officials of Haryana police to capture multiple traffic violations by an individual on the spot in a single operation.
- 1.5 The proposed system must be supplied by either the manufacturers or their authorized distributors.
- 1.6 The scope of work also envisages that the Bidder shall undertake to train the staff nominated by the Haryana Police in different aspects namely general usage, system administration and maintenance of the system. The training shall be provided by the successful bidder in respective district at a designated location finalized by Haryana Police.
- 1.7 The successful bidder shall test individual equipment and the complete System after installation at site and shall submit complete documentation of all the measurements conducted during installation period for future reference of Haryana Police along with installation and standard test procedures for the individual equipment and for the complete System offered by them.
- 1.8 A document comprising of the technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the successful bidder at the time of handing over the project to the Haryana Police.
- 1.9 For the purpose of taking over the goods/system supplied, an Acceptance Test shall be carried out in each District. The equipment that meets the acceptance test shall only be accepted by the Haryana Police and accordingly acceptance certificate shall be carried out. The installation or commissioning shall not be deemed to have been completed unless all the Goods and System are fully operational and are accepted by the Haryana Police.
- 1.10 Before the project is taken over by Haryana Police, the successful bidder shall provide supply installation, operation, repair and maintenance manuals

of the equipment/system such as System Interface Drawings, System Interconnection and Block Diagrams, User Operation Manuals for Hardware and software & Equipment Maintenance Manuals etc.

- 1.11 The successful bidder shall provide comprehensive on-site Warranty for all goods/equipment including all spare parts and consumables supplied under this RFP at least for a period of 3 (three) years from the date of final acceptance of the equipment. The successful bidder shall also be responsible for the comprehensive on-site maintenance of the equipment, for a period of two years after expiry of the warranty period of three years assuming the life span of the System to be 5 years.
- 1.12 The successful bidder must setup a maintenance base in Ambala, Haryana/NCR within a period of two months of the supply order to provide customer support on 24 x 7 x 365 basis "efficiently and promptly". The OEM of offered products must have fully equipped service facility in NCR.
- 1.13 Providing of connectivity of handheld terminal GPRS/edge/3G etc. shall be responsibility of the user department which is Haryana police
- 1.14 The successful bidder will share the information with the system integrator of CCTNs project, which is required for the successful integration of the e Challaning system with CCTNS.
- 1.15 Hartron on behalf of Haryana Police also reserves the right to chose part or whole of the technically acceptably bids at individual costs quoted in the commercial bids.

Section – 2

Product/System Overview

Product Scope:

2.1 System:

- The e Challaning system so offered should allow capturing of the traffic violations.
- The system should allow the captured data/information to transfer through GPRS (or any of the equivalent/advance technology using GSM/CDMA/3G and better method) from the handheld devices to the central server.
- The handheld devices so offered must be capable for continuous, operation for at least 8hrs. Battery back up should also be of minimum 8 hours.
- Handheld device so offered should be capable of day and night operations and should have a wide range light display unit (for day and night time visibility) for better view preferably QVGA display.
- The hand held device so proposed by the respective bidder should have the facility of RFID for user authentication. The bidder is to provide the RFID cards with the hand held device.
- The e Challaning System should be able to display the ownership details of the vehicle including the address.
- The e Challaning System to allow the user to be able to find history of traffic violations of the owner/ driver and/ or vehicle as soon as the user enters the vehicle no./ engine no. or chassis no. in the hand held device.
- The e Challaning system should be able to track the information of the vehicle using the engine/chasis no/address of the vehicle owner from the RTA data base.
- The e Challaning system should also have the capability to categorize the vehicle information to avoid any manual errors.
- The e Challaning system should be able to provide information on the wanted/stolen/vehicle used in the crime from the data base using the vehicle registration no or engine/chassis no.
- The system should also be able to provide past history of a person on the basis of his name, fathers name, date of birth, etc.
- The e Challaning System should allow the user to issue e-Challans on traffic violators without stopping the vehicle on the roads which can be sent to the owner of the vehicle.
- The bidder to supply spare battery alongwith charger with a provision to be charged through vehicle (Maruti Gypsy, Tavera etc.) with each handheld device.

2.2 Printer Unit:

- The hand held terminal should have either built in thermal graphic printer or should have an integrated blue tooth/wireless thermal graphic printer”.
- The bidder can also offer a dot matrix printer or any other better printer as an optional item. Hartron and Haryana Police reserve the right to accept or reject the option given

2.3 Communication module

- Connectivity through GPRS or Advanced Technology using GSM/CDMA/3 G

2.4 Incident Records:

- Each incident record must have the following records :
 - Site identification, name and location.
 - Traffic Police Station jurisdiction.
 - Nearest junction.
 - Date and Time of traffic violation/offence.
 - Booking officers name, cadre, traffic police station/department.
 - Vehicle registration code and vehicle particulars

2.5 User Interface Facility:

- The e Challaning System must generate the reports for which the required format of the reports/ deliverables shall be finalized by the Haryana Police. The format shall be provided by the Haryana Police within 4 weeks from the date of placement of the LoI. Haryana Police reserves the right to make any amendments in the reports until the satisfactory completion of the same hence, the bidder shall provide the man-hours of the developer for the same.
- The User Interface to be designed to have simple operation as required.
- The Interface should be updated during the period of warranty i.e. 3 years from the acceptance test as per new suggestions and operational requirements of Haryana Police and the successful bidder is bound to provide the same to Haryana Police.
- The User Interface broadly should fall into the categories of viewing violations and system configuration.
- The e Challaning Software should provide interface for taking prints of the violations other details.
- A read only log of user actions to be maintained in the server at the back office for each instance.
- There should be a password access system along with the user type (admin, user).
- All Challans should have the violation details including the classification of the offence, place of offence, police station jurisdiction, speed, dangerous driving etc.
- The software should also be capable of generating query based statistical reports on the violation data.

- Necessary software for matching the violation data including vehicle registration number with the existing RTA database and for generation of challans has to be provided by the vender.
- In case the customer has any legacy system with required database, the vendor has to provide necessary software and technical support for matching, retrieving and generation of challans from the existing database.

2.6 Access Control:

- **Security**
 - The violation data will be transmitted using the GSM/CDMA/GPRS or any other better technology from the handheld terminals to the centralized server using the HTTPS (Hyper Text Transfer Protocol secure) server. Appropriate encryption keys must be used for the encryption process and application should maintain the digital signature facilities and important key loggers.
 - The operator/user should be able to download the violator's violations from the public gateway.
 - Administrator/Supervisor – access the system status, change configuration settings, change access codes and passwords, delete records.
 - User/operator- access to download incident records, log files and Challan payment status. They cannot change the configuration settings or mode of operation.

2.7 Status:

- The e Challaning system must be able to give statistical information based on the e-challans and e-ticket system which include number of challans booked, number of violations, number of challan defaulters, number of challan payments etc.
- If power is lost the system must perform a controlled shutdown.
- When power has been restored the system must be able to start automatically without the need for human interface.

2.8 Environmental:

- The handheld terminals must meet all relevant functional requirements during normal weather and lighting conditions at the site, including but not limited to:
 - Brilliant sunshine
 - Overcast skies
 - Heavy rain
 - Mild fog
 - Night time
- The handheld instruments must operate in an ambient air temperature range of 0 deg to 55⁰C.

2.9 Functional requirement specifications of the system

1. The whole system must work in server mode where maximum of 2500 hand devices will work as clients connected with server through GPRS for data transfer. Suitable number of IP Addresses for server will be acquired in the name of Haryana Police for the system by the vendor.
2. All the Hand Held devices will be connecting to the Static IP by GSM/CDMA/3G-GPRS Connectivity.
3. The client software in handheld device must support QWERTY hard key board for easy data entry.
4. The application so developed shall be maintained by the successful bidder and all updates/ upgrades and patches to be provided free of cost for a period of three years. Further the Haryana Police shall get the reports customized as per their requirements as well as after operation/usage. The bidder shall give an undertaking to provide the customization in the application software so provided for atleast one year from the date of acceptance of the system.
5. The system software including the database shall be provided by the department after the technical details are given by the bidders based on the application offered to the department.
6. The database must be maintained in the latest version of market leading database management system (DBMS).
7. The login authentication of the user using the hand held device should be done locally either through a password or through RFID card, so that device is usable even when there is no GPRS connectivity. Login/password should be saved in hand held device till connectivity is restored with the server. Server should maintain log of all current users and unique identification or IMEI number of hand held device. Any access to the system must be recorded along with date, time, MAC address/Handheld device number, user ID and IP Address.

8. Whenever any traffic police officer is suspended, dismissed or for any other reason is disqualified, when blocked from server, the officer should be disqualified to access the device or system.
9. The client software in Hand Held device should be capable of printing required number of copies of on the spot challan, court challan, input traffic violation notice and receive payment for pending notices even in the absence of GPRS data connectivity. Sample formats of various kinds of challans/notice may be seen at appendix
10. While punching the challan detail in handheld device, it should be possible to go back to previous screen any time, edit the data and come back to present screen. Print preview should be possible.
11. Certain fields such as registration number of vehicle, offence type, date, time and location should be mandatory. No challan should be generated without filling these mandatory fields. The indicative fields to be captured while issuing challan/ court challan may be seen at APPENDIX. The final list shall be decided in consultation with the department.
12. Input data validation as per defined rules, must take place in the handheld device itself through client software to eliminate errors prior to transfer into the database.
13. A unique challan number should be generated through software for each challan. Scheme of the Unique Challan number shall be decided in consultation with the department. The server must assign a separate primary key for each challan uploaded on the server.
14. Traffic officers should be able to issue challans only for offences they are authorized as per their rank.
15. As soon as a vehicle registration number is entered, the handheld device should automatically check from the server if the vehicle is stolen, wanted in any criminal case or is in the list of suspicious vehicles.
16. The most frequent traffic offences should be kept at the top in the drop down menu and offence ingredients should be available if required by officer.

17. The client software in handheld device should read the data in smart card based driving license, RC and permit and import the same in the relevant fields required in challan form so that there is no need to key in these fields. In case the driving license, RC, permit is not on smart card, operator should be able to key in the data.
18. The software should have the provision to write the challan information on the smart card driving license through the authorization key provided by transport department. This key may be in a dongle to be put in USB port.
19. Software should have provision to incorporate unique ID number of individuals as and when implemented in India.
20. Compounding amount must populate in the field automatically from master table. Compounding amount must appropriately increase as per Motor Vehicle Act for repeat offenders. This field should not be editable by the traffic officer.
21. After a challan has been printed, the officer should not be able to change or delete any challan data even when there is no connectivity and the data has not been pushed to central server.
22. Hand Held device users, other users who are connected with server and administrator should have full rights to change their password. Passwords must travel to server in encrypted form.
23. User forms and interface of device and server software must be intuitive and easy to use and require minimal training. interface should have menu driven combo boxes, radio buttons etc. to minimize number of keystrokes.
24. At any stage, context based help should be available to the user using the device. General help files should also be available in device.
25. The client application should be capable of storing data locally for at least 500 challans when off line. Data synchronization with server should take place automatically whenever network is available. It should also be possible to export the data to PC via USB port or data cable.
26. Client Software must be device independent. User interface on handheld device and client software should support bilingual (Hindi & English) fonts

for labels. Choice should be with the user to toggle between the language. Names of various boxes and options shall be decided by the department.

27. Database server should be able to concurrently handle, operate and maintain all 2500 users, with capacity of handling 75 lakh vehicle data and huge database size of prosecution of the size of 50 lakh challans per year with capacity to retain prosecution history for 10 years. Annual increase in vehicles and challan etc. could be assumed at 10 %.
28. There should be administration module where in different users or group users, having various rights and privileges as defined by administrator under IT policy, can be created, deleted or amended. Only role based access to data base and server should be permitted.
29. Client and central software should be capable of searching the database on the basis of registration number of vehicle (for stolen vehicle or pending notices), driving licence number, vehicle type (make, colour), permit number, name/parentage of offender etc. for prosecution history of driver, violation etc. Wildcard search on various fields should also be possible.
30. Officer should also be able to check if a particular vehicle has been issued 'No Entry Permission' by Traffic Department or not from the list maintained at server.
31. At the end of the day, challaning officer should be able to generate summary of chanllans and amount collected by him. It should be possible to generate various financial statements of compounding amount collected daily, weekly, monthly etc. At the server end, it should be possible to generate comprehensive reports about total compounding amount collected by various jurisdictions (to be decided by the department) daily, weekly, and monthly or for a particular period.
32. System Administrator and senior officer, through web based access, should be able to generate and print various types of reports and statistics on weekly, fortnightly, monthly and yearly basis or from given dates or in a jurisdiction, road stretch, PS-wise district-wise, range-wise ,officer wise,

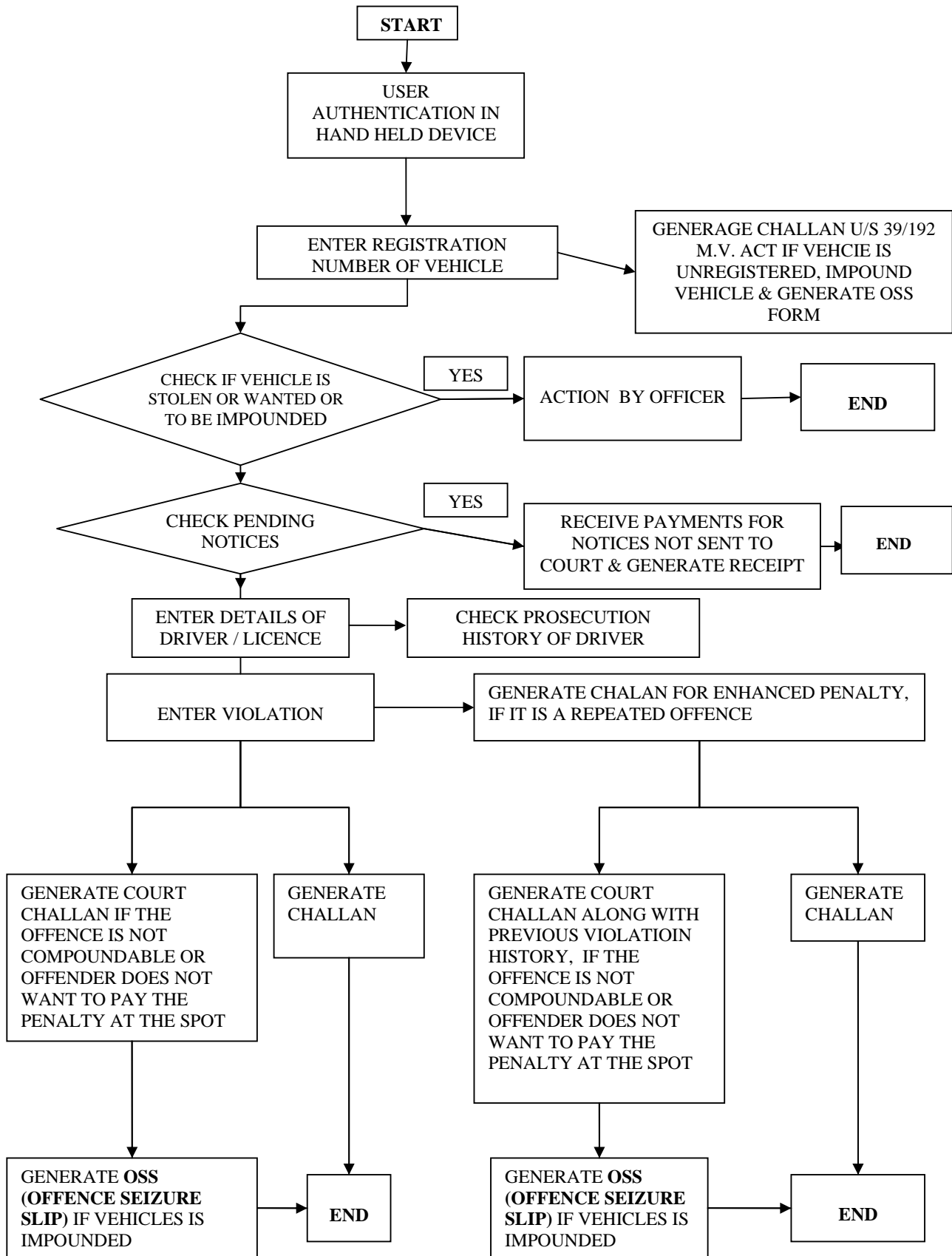
vehicle type wise or section wise prosecution. Software should have ability to view data in various formats including list, charts, graphs and maps. The software should have capability to design custom made queries and reports and save them for future use. Some sample reports are shown at APPENDIX

33. At the level of senior officers, using web based access, it should be possible to view the location of any particular device and the officers who is using it on a web based map. It should be possible to know which officer has used a particular handheld device and for which time period.
34. When any vehicle owner/user wants to compound his pending notices, it should be possible to generate such list along with compounding amount and any officer should be able to accept the amount after issuing proper receipt.
35. It should be possible to update master tables for fields like types of vehicles acts, offences, compounding amounts, names of magistrates, various users etc. Once master tables are updated in servers the updating on Handheld device should take place through automatic synchronization when device is working in the off-line mode.
36. The data regarding action to be taken against errant driver involved in cognizable offence u/s 279, 337, 338 & 304-A IPC received from Police Station shall be uploaded in database for cancellation of driving licence. Format of the uploading form be seen at APPENDIX.
37. It should be possible to automatically generate letters for various licensing authorities to cancel/suspend licences/permits of those who are involved in traffic offences or offences mentioned in above para for a particular number of times or in fatal accidents, or drunken driving etc.
38. While issuing challan for certain offences like drunken driving, dangerous driving, over speeding, which carry enhanced penalty, the details of previous prosecution should come in the printout automatically. Details of such offences are available in Motor Vehicle Act.
39. If an offence requires the vehicle to be impounded, only authorized police officers should be able to seize it and a receipt (Offence Seizure Slip called

- OSS) should be generated as per format given in Annexure - D. It should be possible to generate reports about vehicles lying deposited in police stations under various categories. As and when vehicle is released, necessary updation should be made in database from the circle office.
40. It should be possible to enter the final decision of the court such as discharged, imposed fine, admonished, sentenced to imprisonment etc. using appropriate screen in the handheld device of the Naib Court who should be able to access only court challans in his device and update the status.
 41. At traffic circle office a number of manual registers are maintained relating to traffic offences. Some of these are court challan register, summon warrant register, compounding challan register and Supreme Court violation register. It should be possible to generate these registers and search them from the office of the traffic circle Inspector through web based module.
 42. A database of challans/violations is existing in electronic form. The vendor must provide support/ bridge software to migrate the data to the new data base provided in this system.
 43. As and when online connectivity with ownership data base and driving licence data base of transport department is established automatic data synchronization should take place at the end of the day.
 44. The software must have provision to back up data to tapes or any other storage media provided by the department
 45. Latest centralized anti-virus software solution must be installed in all mobile devices which should be updated automatically from central server as per need. Centralized anti-virus must be installed in all other computers to be provided in the system.
 46. Data transfer from and to handheld device should be in encrypted form (preferably 3DES or AES etc.).
 47. The entire software system shall be got audited from Department of IT /Hartron/Haryana police empanelled auditors etc. for process as well as security audit before launch. Any shortcoming noticed in the audits must

be corrected by vendor free of cost. Thereafter security audit shall be got done every six months during warranty as well as AMC period.

48. Software should be able to customized as per user requirement as and when required. Vendor should provide all updates and upgrades and software bug fixing free of cost during warranty and subsequent AMC.
49. The Successful bidder must take care of the integration RTA databases of DELHI, HARYANA, CHANDIGARH, PANJAB and other RTA databases.
50. The Successful bidder should rectify the RTA database errors in the e-Challan System database Server up-dation of various RTA databases on weekly basis.



SAMPLE PROCESS FLOW DIAGRAM

Section – 3

Technical Specifications

3. Technical Specifications

The Technical Specifications specified in this section are minimum suggestive Technical Specifications. The vendor will supply of the below mentioned systems that will best accommodate and meet the present and future requirements of Haryana Police. Bids not meeting these minimum Technical Specifications are liable to be rejected. In case the equipment quoted exceeds/differ the Tender Technical Specifications, the same should be clearly defined by the bidder.

The following minimum suggestive technical specifications must be read and adhered to by the bidder in reference to the requirement laid in section 2 under product scope and the solution so proposed must be as per the requirement laid in the section 2 and 3 of this RFP.

3.1 HAND HELD DEVICE SPECIFICATIONS

Quantity 100 nos

Minimum suggestive specifications:-

Sr No.	Item	Specification
1	Display	240 x 320 pixels QVGA LCD TFT with touch display capable to operate any light conditions as mentioned at 2.8 of section 2
2.	Keypad	45 Keys hard qwerty keypad
3.	Printer	3" thermal Print: Paper width 76 mm 36 char/line/higher with diff fonts
4.	Connectivity	GPRS or advanced technology using GSM/CDMA
5.	Power Backup & Battery	8 hours backup for continuous operation with built in battery 2600 mAh
6.	Storage	2GB SDRAM or higher 512 MB (Flash Memory) or higher
7.	Operating System	Linux OS with Controlled Protocols/ Protocol SOS
8.	Processor	High Speed Processor ARM9 160 MHz or higher

9.	Smart Card Readers port	One shall be of contact type and the other shall be contact less for user authentication through RFID
10	Other accessories with each hand held device	Battery charger, spare battery for 8 hours continuous operation, connecting cables for hand held device carrying pouch for hand held device, user manual, spare paper roll, RFID card

3.2 SERVERS, OS, Databases (to be Provided by the Haryana Police dept.)

Item	Description
Processor	2* Intel Xeon Quad Core E5504 or higher
Speed	2.00 GHz or Higher XEON Quad Core
Cache	4 MB L3 Cache 800 MHz Qpi Bus
FSB	1333 MHz FSB or higher*
Chipset	Intel 5500 or better on Intel or Equivalent OEM
Mother Board	Original Intel or OEM manufactured
Memory	8 GB ECC DDR-III @1066/1333 MHz or higher RAM expandable upto 32 GB
Hard disk drive	4x146 GB 15K Hot-Swap 3.5" SAS HDD's/10K Hot Swap 2.5" HDD
RAID	8 port SAS RAID Controller with 256 MB Cache (RAID 0,1,5 Support)
Keyboard	USB 104 keys Standard Keyboard
Expansion Slots	PCI/PCI Express
Cabinet	Tower
Video Graphics	Integrated Graphics to support VGA and above resolution
Ports	4 USB & 1 Serial port
Power Supply	Redundant power supply (Hot Swap) with Cooling option to meet the requirement of additional devices
OS Supported	Window Server 2008/ Linux
Mouse	Optical mouse with Pad
Monitor	18.5" TFT (Wide Screen) TCO 03 Certified
Optical Drive	16X Internal DVD Writer
Ethernet Card	Dual LAN (10/100/1000) Network Card with asset feature tracking and security management, remote wake up
Preloaded Software	Server Management Software
Certification	ISO 9001/9002 , FCC, UL, Windows, Red hat

3.2 E Challaning Software

Sr.No.	Item	Quantity
1.	<ul style="list-style-type: none"><li data-bbox="418 216 1114 401">• E - Challaning System Server side Application. The software should have the capabilities for customization as per the requirement of Haryana Police<li data-bbox="418 401 1114 659">• The selected bidders shall be responsible for onsite maintenance of the software for five years which include three years warranty and two years of CMC post warranty period. Upgrade/updates to be provided free of cost during that period.	1

Section – 4

Instruction to Bidders

4. Instruction to Bidders

4.1 Sale of bid document

The RFP can be downloaded from Hartron Web site i.e. www.hartron.org from **18.08.11 till 30.08.11** The bidders having downloaded the RFP document are required to submit the non refundable RFP document cost of Rs 1000/- along with pre qualification bid in the form of Demand draft/pay order from a scheduled bank in favour "Haryana State Electronics Development Corporation Ltd.", payable at Chandigarh and must be issued between the dates as mentioned above (including both days). The bids found without non refundable RFP document cost shall be out rightly rejected.

4.2 Validity of the bid

The bid should be valid for 180 days from the opening of the Commercial Bid OR 6 Months from the Last date of Submission of Tender, whichever is later.

4.3 Transferability of tender document

This tender document is non-transferable.

4.4 Misplacement of tender document

The Haryana Police or MD, Hartron shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.

4.5 Submission of bids.

- (i) Sealed offers prepared in accordance with the procedure enumerated at Section 6 should be submitted to the office of Managing Director, HARTRON, Chandigarh on or before the last date.
- (ii) **Earnest money deposit (EMD)**
All bids must be accompanied by an earnest money of Rs. 1 Lacs (one lacs rupees only) in the form of Demand draft from a scheduled bank, in favour of Haryana State Electronics Development Corporation Ltd.' Payable at Chandigarh.

4.6 Address at which the bids are to be submitted:

Managing Director,
Haryana State Electronics Developments Corporation,
S.C.O. 111-113. Sector 17B
Chandigarh-160017.
Phone- (0172)- 2710743, 2714302, Fax- 2705529, 2720113

4.7 Last time and date for receipt of bid:

Upto 2.30 pm on 01.09.11

4.8 Place, time and date of opening & evaluation of pre-qualification bid:

Managing Director,
Haryana State Electronics Developments Corporation,
S.C.O. 111-113. Sector 17B
Chandigarh-160017.
Phone- (0172)- 2710743, 2714302, Fax- 2705529
At 3.00 PM on 01.09.11

4.9 Opening of bids and Procedure of evaluation

- (i) An evaluation committee so constituted by Hartron and Haryana Police will evaluate the bids i.e. Pre-qualification, 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 Hartron in relation to the proposal submitted by the bidder, HARTRON 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 and evaluated on the day of opening of the bids at 3.00 p.m. on 01.09.11 in the presence of bidder's 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 at the pre-qualification criteria unconditionally as specified in Section 7. 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
 - c) whether the qualifications and specific requirements mentioned in this document are fulfilled.
 - d) The bidder will also be required to make a detailed presentation covering various aspects on technical parameters defined in this RFP
 - e) The Bidders if required shall show at least two handheld devices as quoted in their respective bids with connectivity to a demo server, issuing and printing of challan/notice, querying the database on various parameters, web based access and generation of various miscellaneous reports etc.
 - f) Hartron and Haryana police may also ask the bidders to arrange visits of officers to the sites already established and claimed in the bid.
 - g) Hartron and Haryana Police may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
 - h) Any effort by the bidder to influence the Hartron and Haryana Police in the process of evaluation of technical Bids, bid comparison or the Hartron and Haryana Police decisions on acceptance or rejection of bids may result in rejection of the bidder's 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) After evaluation of the technical bids and live demonstration if required, the short-listed bidders will be intimated. The decision of the committee on technical suitability of the offer shall be final and shall not be open for discussion 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 may consider appropriate, will be announced only for reference only by the Hartron and Haryana Police at the time of its opening and must not be taken as final. The final comparative of the rates shall be drawn on the basis of the inputs as given by the bidders in their respective bids and corrections thereof, if any, found in their bids by Hartron and Haryana Police while preparing the comparative.
- (x) The bidders are advised that all the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words.
- (xi) Any omission in filling the columns of "units" and "rate" or pertaining to the Taxes/levies as applicable etc., shall deemed to be treated as inclusive in the total project cost.
- (xii) Any arithmetic error while calculating the total cost by multiplication of the unit cost with the quantity and any error in summation shall be corrected while preparing the commercial comparative.
- (xiii) A comparative of the commercial bids of the technically valid bidders shall be Committee of the State Government for the finalization of the vendor as per the purchase procedure/policy of the State Government.
- (xiv) Hartron and Haryana police shall draw up a matrix covering the following before deciding the successful bidder:
 - a) Vendors Profile and Core Competence
 - b) Compliance to RFP requirements
 - c) Experience in implementation of similar projects
 - d) Local support infrastructure
- (xv) 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, 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 Haryana Police as described in this Request for Proposal and bidder shall be obligated to implement the project as per scope of work finalized by Hartron and Haryana Police.
- (xvi) 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 Hartron and Haryana Police.

4.10 Criteria for rejection of bids

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

- (i) Bids not made in compliance with the procedure mentioned.
- (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 Haryana Police, including any supporting document.
- (iii) Incomplete or conditional bids – bids that do not fulfill all or any of the conditions as specified in this document.
- (iv) Bids without earnest money deposit
- (v) Material inconsistencies in the information submitted.
- (vi) Misrepresentation in the bid proposal or any supporting documentation.
- (vii) Bid proposal received after the last date and time.
- (viii) Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in this bids.
- (ix) 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.
- (x) Repeated mention of complied or equivalent
- (xi) All pages of the bid must be signed and sequentially numbered by the bidder.
- (xii) Conditional bids shall be summarily rejected.
- (xiii) The decision of evaluation committee in this regard shall be final and binding on the bidders.

4.11 Acceptance of the bid

HARTRON and Haryana Police do not bind themselves to accept the lowest or any bid and reserves the right to:

- (i) reject any or all bids with/without any reason;
- (ii) accept/prefer any bid without assigning any reason

4.12 Cross checking

Hartron on behalf of Haryana Police reserves the right to contact and verify bidder's information, references and data submitted in the bid proposal without further reference to the bidder.

4.13 Absence of specifications

The absence of specifications details regarding any equipment to be supplied under this project implies that best general practices will prevail and that first quality material and workmanship will be applied as per the discretion of HARTRON on behalf of and in consultation with Haryana Police, Certification standards, when available, for the to-be-installed equipment and materials, will prevail.

4.14 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 HARTRON on behalf of and in consultation with Haryana Police, the Hartron as well as Haryana Police will in no case be responsible or liable for those costs.

4.15 Amendment of tender document

The amendment in any of the terms and conditions including technical specifications of this tender document will be notified in writing either through

post or by fax or by email to all prospective bidders who have purchased the tender documents and will be binding on them.

4.16 Withdrawal of bid proposal

No bid proposal will be withdrawn subsequent to the deadline for the submission of bids.

4.17 Right to negotiate

The negotiation shall only be carried out with the technically qualified lowest bidder by the 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. prevailing at that point of time.

4.18 Contract agreement

A contract agreement will be signed between the successful vendor and the Haryana police directly.

4.19 Advice to the bidders

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

Section – 5

Eligibility Criteria

5. Eligibility Criteria for Bidders

The Bidder should have the capability to implement projects in terms of industry experience, requisite manpower of required qualification and experience, project management skills and quality/level of work. The bidder should have reasonable long-standing relationship with technology suppliers which they are proposing

5.1 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 ineligible is declared.
- iii) Breach of general or specific instructions for bidding, general and special conditions of contract with GoH may attract a proceedings to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls.

5.2 Minimum eligibility criteria

- i) The bidding firm/company must be a registered company under companies Act, 1956 and should be in existence for at least three years.
- ii) The bidding firm/company must be having valid ISO 9001 certification at the time of bidding.
- iii) The bidding firm/company should either be a system integrator/IT Company/Electronic Company
- iv) The bidding Company or their OEM/Technology Partner must have a valid experience in implementing the e-Challan System anywhere in India or abroad and should be running successfully.
- v) The bidding company or their OEM/Technology Partner must have successfully implemented/executed/deployed similar projects for various police organizations in India or abroad at the time of submission of the bids. A certificate for successful implementation of such project from the client is required to be attached with the pre qualification bid.
- vi) The Turn over of the bidding company must be minimum Rs.25 lacs in the last two financial years i.e. 2009-10 & 2010-11. A copy of last two

financial years relevant Audited Balance Sheets should be submitted with the offer.

- vii) The bidding company or their OEM/Technology Partner should have made profit as per the audited balance sheets in the last two financial years i.e. 2009-10 & 2010-11 and should be in sound financial position as judged by the Evaluation Committee for this purpose.

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

Section – 6

Procedure for submission of Bids

6. Procedure for submission of the Bid

6.1 General

- a. The bidders 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 superscripted with separate titles as specified below:-

Sr.no	Title of the bid
i	Pre-qualification Bid for e □Challaning system
ii	Technical Bid for e □Challaning system
iii	Commercial Bid for e □Challaning system

- b. The bidders should submit two copies of Pre-qualification, technical and commercial bids, with the title mentioned on each as "Original Copy" and "First Copy"
- c. 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 Tender Number, Due Date, Item and the wording "Do not Open Before 1500 hrs on 01.09.11".
- d. **Late bids:**
This 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.
- e. **Signatory**
- (i) The bids must be signed by an authorized signatory of the bidding company holding a power of attorney authorizing him to do so, a certified true copy of the said power of attorney should also be attached with Pre-qualification Bid. The signatories on the bids shall be furnish letter of authority from their principals to attend the opening of pre qualifications bid, Technical bid as well as commercial bid.
 - (ii) No bid will be considered unless and until all the documents attached with the bid are duly signed.

f. Prices

Prices should not be indicated in the Pre-qualification or Technical Bids

g. Submittals

- (i) The bidders are required to submit with their offers, detailed technical literature of the systems offered to enable a clear understanding of various technical aspects.
- (ii) All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words.
- (iii) Any omission in filling the columns of "units" and "rate" or pertaining to the Taxes/levies as applicable etc., shall deemed to be treated as inclusive in the total project cost.
- (iv) All corrections must be duly signed by the Bidder.

6.2 Documents comprising the bids

The bids prepared by the bidders according to the procedure mentioned at various Sections should comprise of the following documents:-

- a) **Original bid proposal shall consists of:**

- (i) Sealed envelope containing the draft of Earnest Money as mentioned
 - (ii) The RFP document in original duly signed and stamped on each page.
 - (iii) Sealed envelope containing the Pre-qualification Bid.
 - (iv) Sealed envelope containing the Technical Bid.
 - (v) Sealed envelope containing the Commercial Bid.
- b) First copy of bid proposal shall consist of the following**
- (i) Sealed envelope containing the Pre-qualification Bid.
 - (ii) Sealed envelope containing the Technical Bid.
 - (iii) Sealed envelope containing the Commercial Bid.
- c) Pre-qualifying bid shall consist of following:-**
- (i) Bid proposal sheet duly filled in, signed and complete in all respects. (Proforma 1)
 - (ii) Particulars of the Bidders as per proforma provided at Proforma 2.
 - (iii) Copy of audited balance sheets for the last three financial years.
 - (iv) Manufacturer warranty (Proforma 3)
 - (v) A certificate to the effect that firm is ready to live demonstration if required of their quoted equipment/item within 07 days from the date of opening of the Technical Bid (Proforma 4).
 - (vi) Consent/undertaking on the company letter head with regard to the compliance of warranty period of minimum three years for all the equipment and accessories.
 - (vii) Undertaking company letter head to submit the 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.
 - (viii) Attested photocopies of documents to establish eligibility in terms of each eligibility criteria as mentioned.
 - (ix) Complete details such as address, contact person/phone, fax, e-mail of branch offices as well as fully equipped support centre of OEM in NCR
 - (x) Indemnification from property rights (Proforma 7)
 - (xi) Indemnification from patent rights (Proforma 8)
 - (xii) Declaration by bidder (Proforma 13)
 - (xiii) E Challaning system implementation and performance certificate form the client.
- d) Technical bid shall consist of following:-**
- (i) Technical Proposal as per the technical specifications mentioned including training plan.
 - (ii) Certificate on the letter head of the company for setting up a maintenance base in Ambala Haryana/NCR within a period of two months of the supply order to provide customer support on 24 x 7 x 365 basis in Ambala, Haryana/NCR, of the System being offered.
 - (iii) The Bidder will undertake on the letter head of the company that supplies of necessary maintenance equipment and spare parts will be made available for all the Equipment and the complete System for a period of 5 years on a continuing basis and life time spares after 5 years.
 - (iv) Bidder shall specify the brand name, make and technical specification of all the equipment and accessories quoted for this project (Proforma 9).
 - (v) Technical deviation (Proforma 10)

- (vi) Undertaking for system installed in complete respect, Training, etc. (Proforma 5)

e) 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 - 11)
- (ii) Financial Deviation (Proforma 12)
- (iii) 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 RFP.
- (iv) Bidders shall quote year-wise comprehensive maintenance contract (CMC) charges for two years with spares for taking up maintenance of all such equipments supplied under this project after the expiry of their warranty period of 3 years as the case may be.

Section – 7
Other terms and conditions of bids

7. Other terms and conditions for bids

7.1 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 by Hartron to the authorized representative of the bidder against a proper receipt or will be sent by the registered 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 by Hartron to the authorized representative of the bidder against a proper receipt or will be sent by registered 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 project(s), who qualify(s) for the commercial bid, but do not get the order for the project will be returned by Hartron to the authorized representative of the bidder against a proper receipt or will be sent by the registered post at the mailing address of the bidder as specified in the bid within one month after signing of contract between Haryana Police and the successful bidder.

7.2 Prices

The total F.O.R destination prices must be inclusive of current excise duty (if any), freight, insurance, Sales Tax / VAT etc. Further, if there is any change in the excise duty by Govt. of India then the same shall be applicable on presentation of the proof. No change in any other duties, including Sales Tax/VAT, Custom Duties, affect due to devaluation of Rupees shall be entertained.

7.3 Warranty

- (i) The vendor will also be responsible for providing comprehensive on site warranty for a minimum period of three year for all the equipment and their related accessories supplied under its document.
- (ii) The said warranty shall be deemed to commence from the date of the successful completion and acceptance of the final acceptance test by the technical committee constituted by the Director General, Haryana Police.
- (iii) During the warranty period, the vendor will provide full technical support in configuration/set up, problem solution etc.
- (iv) The bidder must setup a maintenance base in Ambala, Haryana/NCR within a period of two months of the supply order to provide customer support on 24 x 7 x 365 basis in Ambala, Haryana/NCR, of the System being offered, "efficiently and promptly". The OEM of offered products must have fully equipped service facility in Ambala, Haryana/NCR. Certificate in this regard shall be submitted by the Bidders with their technical bid
- (v) After the warranty period as specified in the RFP is over successfully, the Haryana Police or the agency so authorized has the option either to award the Comprehensive Maintenance Contract (CMC) with spares to the vendor at the rate negotiated at the time of award of the contract or may give it to any third party.
- (vi) Vendor should have satisfactory arrangement to receive complaints during the period of warranty as well as Comprehensive Maintenance Contract (CMC) as the case may be. Vendor shall record each and every complaint

received verbally telephonically, through e-mail or on website, etc and action taken thereof in a logbook to be maintained at a location to be decided in consultation with the Haryana Police. Haryana Police or agency so authorized can verify the said register at any point of time/ interval.

- (vii) If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the successful bidder free of cost during the term of the warranty/guarantee period.
- (viii) The successful bidder shall provide necessary Software updating free of cost during the warranty/guarantee period and also during the period of Comprehensive Maintenance Contract (CMC), if awarded.
- (ix) The maintenance services, including spares shall be free of cost during the warranty/guarantee period.
 - a. During the term of warranty/guarantee the service/repair calls will have to be attended by the successful bidder within four hours from the receipt of such calls from Haryana police either through e mail or telephonically.
 - b. In case of malfunction/defect in handheld device, printer, charger or any other accessory, they will be repaired within 8 hours at Purchaser's location failing which a penalty of Rs.500/- per day will be charged for each devices, printer, charger etc.
 - c. In case of major defects requiring the defective card/item/equipment to be taken to the successful bidder's workshop, it should be returned within seven days duly repaired and an immediate substitute card/item/equipment will be provided within four hours by the successful bidder for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of the successful bidder. If the vendor fails to repair the defects within the seven days of the lodging of the complaint as well as to provide an immediate substitute card/item/equipment, a penalty of Rs 1000/- per day shall be imposed. The said penalty shall in addition to the penalty mentioned at b above.
- (x) Failing to adhere to the time period mentioned at clause No: (x) above, to attend the complaints during the warranty period, the penalty shall be deducted from the performance bank guarantee/EMD/CMC Charges/invoices pending with the Corporation.
- (xi) Apart from the service/repair calls, the service engineer deputed by the successful bidder will visit the site once in every 03 months to carryout the Preventive Maintenance and diagnostics of the equipment during the Warranty Period.
- (xii) If the successful bidder fails to repair or replace the defective Equipment/ Item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the successful bidder's Contract Performance Security.

7.4 Post-Warranty services and maintenance.

- i) The successful bidder shall be responsible for the comprehensive on-site maintenance of the equipment, for a period of seven years after expiry of the warranty/guarantee period assuming the life span of the System to be 10 years. The bidder shall indicate the estimated life span of the quoted equipment.

- ii) The successful bidder shall quote the rates for comprehensive Annual Maintenance of the entire equipment for two years after expiry of the warranty/guarantee period of 03 (three) years.
- iii) The payment towards CMC shall be payable Quarterly after successful completion of the maintenance service during that period.
- iv) Under the CMC, the successful bidder shall provide comprehensive maintenance services of the entire equipment including the spares and there shall be no hidden cost.
- v) Preventive maintenance service of the equipment under CMC must be carried out once in three months.
- vi) During the period of CMC, the service/repair calls are to be attended by The successful bidder within four hours from the time of such calls. Failing which Rs 100/- shall be imposed per hour basis.
- vii) In case of malfunction/defect in handheld device, printer, charger or any other accessory, they will be repaired within 8 hours at Purchaser's location failing which a penalty of Rs.500/- will be charged for each devices, printer, charger etc per day.
- viii) In case of major defects requiring the defective cart/item/equipment to be taken to the successful bidder's workshop, it should be returned within, a week duly repaired and immediate substitute card/item/equipment will be provided by the successful bidder for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of the successful bidder. If the vendor fails to repair the defects with in the seven days of the lodging of the complaint as well as to provide an immediate substitute card/item/equipment, a penalty of Rs 1000/- per day shall be imposed. The said penalty shall in addition to the penalty mentioned at vi and vii above.
- ix) Failing to adhere to the time period mentioned at clause No: (vi, vii and viii) above, to attend the complaints during the CMC period, the penalty shall be deducted from the performance bank guarantee /CMC Charges pending with the Corporation.
- x) If the successful bidder fails to repair or replace the defective card/item/equipment, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the pending bills/Security deposit of The successful bidder.
- xi) The Purchaser shall also have the right to decide whether or not to enter into the maintenance agreement with the Supplier.

7.5 Training:

- a. The scope of work envisages that the Bidder shall undertake to train the staff nominated by Ambala range, Haryana Police in different aspects of equipment design, functioning, testing, operation & administration, maintenance and repair.
- b. The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of Ambala range, Haryana Police personnel who may be deputed to work on the project.
- c. The system Administration and Maintenance Training program including back end server operations at the user's location, will be structured so as to train 20 (Twenty) Haryana Police personnel of the Ambala range deputed for the purpose as master trainers and 5 police personnel exclusively for the administration of back end server.

- d. The supplier must train 250 police personnel for the use of the device and software. The training must take place at client's premises in batches of 50 each.
- e. Bidder will provide complete details on the training programs to be offered including:
 - i) Course Material to be covered and a copy of such material be provided to each trainee
 - ii) Bidder will prepare and provide user manual including troubleshooting guide to each trainee
 - iii) Number of hours of training per user for each specific course
 - iv) Supporting documentation to be provided.

7.6 Spare Parts:

- a. The Bidder will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all the Equipment and the complete System for a period of 5 years on continuing basis and life time spares after 5 years.

7.7 Letter of intent

- i. After Acceptance of a Bid Proposal by High Powered Purchase Committee of Haryana Government/joint committee of Hartron and Haryana Police as the case may be, a letter of intent will be issued by the Hartron on behalf and in consultation with Haryana Police to the successful bidder.
- ii. Acceptance of the letter of intent: The Bidder shall accept the Letter of Intent within 7 (Seven) days from the date of issue of the Letter of Intent by returning a duly signed copy to Hartron and shall enter into the Contract Agreement with Haryana Police within 7 (Seven) days of the acceptance of the Letter of Intent.
- iii. Performance bank guarantee: While signing the Contract Agreement with Haryana Police, the Bidder within 15 (Fifteen) days of signing the Contract agreement shall furnish unconditional irrevocable Performance Bank Guarantee Amounting to 10% of total order value from a Nationalized Bank in favour of "Managing Director, HARTRON" on the prescribed Format (as mentioned at Appendix 1). This Performance Bank Guarantee shall be for a period of 1 (three years renewable annually by the vendor itself before the expiry of the Performance Bank Guarantee. 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 including the warranty period. Further, the decision of the Haryana Police with regard to the Performance Bank Guarantee shall be binding on the HARTRON.
- iv. Release of formal purchase order: HARTRON on behalf of and in consultation with Haryana Police shall release a formal purchase order upon the receipt of the Performance Bank Guarantee as mentioned at above.

7.8 Proprietary rights

The bidder/supplier shall indemnify the HARTRON as well as Haryana Police against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, software piracy arising from use of the goods or any part thereof.

7.9 Patent rights

The Bidder shall indemnify the HARTRON as well as Haryana Police 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.

7.10 Right to vary quantities at the time of award

The HARTRON on behalf of and in consultation with Haryana Police reserves the right to vary the quantities as per the policy decision/guidelines of Haryana Govt for the procurement and fix a delivery Schedule. HARTRON on behalf of and in consultation with Haryana Police also reserves the right to order additional quantities at a price not more than the price accepted after this document for a period of two years from the date of order placement.

7.11 Right to accept any bid and to reject any or all bids

The HARTRON and Haryana Police reserve 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 HARTRON's as well as Haryana Police's action.

7.12 Changes in technical specifications

HARTRON on behalf of and in consultation with Haryana Police 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. In case, any of the bidder have submitted the bids before receiving the notification of changes, will be allowed to submit a revised technical and commercial bid.

7.13 Additional information/clarification

HARTRON on behalf of and in consultation with Haryana Police 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 HARTRON within one (1) week of the receipt of HARTRON'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 – 8
Terms and conditions of Contract

8. Terms and Conditions of contract

8.1 Use of Tender Documents and other information

- (i) Bidder shall not, without the Haryana Police'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 Haryana Police in connection to any person other than a person employed by the HARTRON as well as Haryana Police 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) Bidder shall not, without the Haryana Police's prior written consent make use of any document or any information specified in 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 Haryana Police and shall be returned (On all copies) to the Haryana Police or agency so authorized on completion of project, if so required by the Haryana Police.

8.2 Change in the minimum specified work

- (i) HARTRON with the consent of Haryana Police, may at any time by written notice to the vendor, make changes in the minimum specified work.
- (ii) The vendor shall not perform changes in the minimum specified work, until HARTRON with the consent of Haryana Police gives permission for such change in writing on the basis of estimate provided by the vendor.
- (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 carried out without any significant additional costs shall be carried out by the vendor at no additional cost or expense to the Haryana Police and such changes shall include but not limited to changes in database, changes in inputs and outputs formats, modification of reports, changes in formats of reports.
- (v) In the event of withdrawal or discontinuance of any item or items and consequent ceasing of or reduction in demand the vendor shall not be entitled to any compensation. HARTRON on behalf of and in consultation with Haryana Police 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 vendor 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 vendor will not be entitled for any compensation also.

8.3 Changes in contract agreement

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

8.4 Delivery period / Milestones

Delivery, installation, testing & commissioning of the equipments shall be completed by the vendor as per the requirement laid in this RFP within 150 (One Hundred Fifty) Days from the date of issue of the formal purchase order. However, the successful bidder shall be required to Deliver, install, test & commission the first batch of 25 hand held device along with the required software with in two months from the date of the issue of the formal purchase order. The remaining quantity shall be ordered with in three months after successful commissioning of the system to the satisfaction of the Haryana Police, excluding the time taken on account of administrative delays.

- (i) If the vendor fails to adhere to the milestones as mentioned above, 0.1% penalty per equipment per week shall be recoverable on the value of balance work which includes the delivery of the equipment to be supplied, maximum up to 10% of total order value In case of non payment by the vendor, recovery will be made from his bills or amount of Earnest Money or Bank Guarantee with the HARTRON provided that:
 - (a) No recovery of penalty will be made if HARTRON on behalf of and in consultation with Haryana Police accepts the delay by extending the relevant milestone upto 1 week by recording in writing that the exceptional circumstances were beyond the control of the vendor and there was no loss to Haryana Police.
 - (b) Where the delay on the part of vendor is more than 2 weeks, the matter of extension of relevant milestone will be referred to by the Indenting Officer to the Committee appointed by Director General of Police, Haryana with a certificate that there are genuine reasons for delay on the part of vendor and that no loss will result to Haryana Police in case extension of delivery period is allowed. In case the delivery period is extended, no penalty for supplies made during the extended period shall be recovered from the vendor.
 - (c) On the failure of the supplier to make supply within the extended period, HARTRON on behalf of and in consultation with Haryana Police can effect the risk purchase. The said purchase at the cost of vendor will be made and delivered by the MD, HARTRON within 6 months of the consent for risk purchase given by Haryana Police to HARTRON by inviting short-term quotations from the registered and other empanelled vendors and the purchase will be performed in consultation with Haryana Police. The excess cost thus incurred will be recovered from the vendor from his pending bills or Earnest Money or Performance Bank Guarantee or through court of law. This procedure will be adopted after serving a registered notice to the vendor to seek his explanation within 15 days if the vendor fails to reply or is unable to explain up to the satisfaction of HARTRON as well as the Haryana Police.
 - (d) No recovery of penalty will be made if there is delay in the implementation of responsibilities on the part of Haryana Police mentioned as per clause 9.7.
- (ii) The unexcused delay in the performance of delivery or non supply of items or during implementation by the vendor in the prescribed milestones may render him liable to any or all of the following penalties:-

- (a) The penalty as mentioned in the RFP
- (b) Forfeiture of earnest money and revoking of Security (Performance Bank Guarantee).
- (c) Imposition of liquidated damage and termination of the contract as default.
- (d) The vendor may be black listed or debarred for the period of 3 years for participating in any tender released by Haryana Government.
- (e) HARTRON on behalf of and in consultation with Haryana Police can make risk purchase as mentioned at Sub-part 'c' of Clause (iii) of Section 9.4.

8.5 Warranty period and maintenance services

The vendor will be responsible for the comprehensive maintenance of all supplied equipments and related accessories free of charge during the warranty period as specified at clause no 7.3 of this RFP

8.6 Responsibilities of vendor

- (i) The installation, configuration, maintenance and up-gradation of all required software and integration of the hand held devices with the system is the responsibility of vendor till the warranty period.
- (ii) User Training to Haryana Police Personnel as per RFP
- (iii) Warranty support
- (iv) Customization of the formats
- (v) Post Warranty Support as per CMC contract

8.7 Responsibilities of Haryana Police

- (i) To prepare the site for the installation of the equipment, which includes the provision for required furniture and air-conditioner (if required)
- (ii) To provide the required servers.
- (iii) To provide the adequate electricity points/power at the designated site.
- (iv) To provide the connectivity to hand held devices as per the requirement of the project.
- (v) To provide appropriate environmental conditions, necessary power facilities for the system, access to the premises, a secure equipment storage area, and suitable conditions for the vendor's workers.
- (vi) To provide suitable premises for imparting the training by the successful bidder to Haryana Police officials.

8.8 Prices

The prices quoted for the Equipments and related accessories/Services shall be firm throughout the period of contract and shall not be subject to any upward modification whatsoever.

8.9 Inspection/tests of the items/equipments

- (i) A committee of officers from Haryana police or any person duly authorized in writing by the Haryana Police shall have the power to inspect the items 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 vendor.
- (ii) The vendor shall not be paid for supplies rejected.
- (iii) Vendor 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) HARTRON and Haryana Police shall be under no liability whatsoever for rejected items and the same will be at the vendor's risk.

- (v) Rejected supplies shall be removed by the vendor 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 vendor's risk and HARTRON on behalf of and in consultation with Haryana Police may charge the vendor the market rent for the space occupied by such rejected goods.
- (vi) Super inspection of already inspected may be carried out at the discretion of the Haryana Police after installation, by such officer as may be authorized by him. The provisions of conditions mentioned

8.10 Invoicing

- (i) With every dispatch of goods or materials under the contract, the vendor will prepare invoices in triplicate.
- (ii) Invoice along with Delivery Challan in duplicate are to be sent by the vendor to the consignee i.e O/o DGP Haryana at Ambala range. The duplicate of Delivery Challan to be returned to the vendor by the respective indenting officers with the quantities or numbers received duly noted and signed thereon.
- (iii) Second copy to be sent to HARTRON along with the duly signed Delivery Challan received by the vendor from the respective intending officers for further necessary action regarding payments, etc.
- (iv) The third copy to be sent by the vendor to the Haryana Police for record in its office.

8.11 Condition of items supplied

- (i) This is subject to the condition that the materials are securely packed by the vendor 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 vendor.
- (ii) The vendor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. Such supplies shall be removed by the vendor at his own expense. The decision in this regard taken by HARTRON in consultation with Haryana Police shall be binding and final.

8.12 Acceptance tests

A Testing Committee of the officials from HARTRON, Police Department, Head of the respective site or any officer or person as constituted and duly authorized by the Haryana Police will perform Acceptance Tests for system. In any case, if the quality and the quantity of the items supplied by the vendor are found unacceptable, the vendor shall be held responsible for covering up the loss in terms of both quantity as well as quality wise. The payments to the vendor as per the payment schedule mentioned would be made after the successful clearance of the following acceptance tests.

8.13 Acceptance test

- (a) Hand held Device supplied at each site must be properly integrated with the central server as per the specification mentioned in this document and must be functional to produce the desired results.
- (b) The Brand, Model No., Specifications and quantity of all the supplied and installed devices must match with respect to the list and particulars of the devices to be supplied for that unit.
- (c) The software supplied must be installed and commissioned as per the requirement laid in various sections of this document. The vendor will be required to demonstrate all the features as specified under clause no 2.9 of section 2 of this document.

- (d) The vendor can be asked to demonstrate all the features/facilities mentioned in the bid and product brochures attached along with the bid.
- (e) All the equipment should be working properly as per the Acceptance Test
- (f) Training part of the project should be completed.
- (g) On the successful completion of the acceptance test and after HARTRON and Haryana Police are satisfied with the working of the system, the acceptance certificate signed by the authorized representative of HARTRON, authorized representative of Haryana Police and vendor will be issued by the HARTRON on behalf of and in consultation with Haryana Police to the Vendor. The date on which such certificate is issued shall be deemed date of the successful commissioning of the system.
- (h) Any delay by the vendor in the performance of its contracted obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless agreed otherwise by HARTRON and Haryana Police.

8.14 Payment schedule

a. Hardware

- (i) No payment will be made in advance for any hardware supplied under this project.
- (ii) 70% payment of the hardware supplied under the project will be released on delivery of hardware
- (iii) 20% payment of the hardware supplied, installed & commissioned will be released after the successful clearance of Acceptance Test as mentioned above.
- (iv) Balance 10% payment of the hardware supplied, installed & commissioned will be released after one month from the date of successful clearance of Acceptance Test as mentioned above against the bank guarantee of the equivalent amount to be kept valid for five years which includes three years warranty period and two years CMC.

b. Software

- (i) No payment will be made in advance for any software supplied under this project.
- (ii) 70% payment of the software supplied under the project will be released on delivery of software
- (iii) 20% payment of the software supplied, installed & commissioned will be released after the successful clearance of Acceptance Test as mentioned
- (iv) Balance 10% payment of the software supplied, installed & commissioned will be released after one month from the date of successful clearance of Acceptance Test as mentioned above against the bank guarantee of the equivalent amount to be kept valid for five years which includes three years warranty period and two years CMC

c. CMC Charges

- (i) Quarterly payment of CMC charges at the end of the particular quarter after deducting the penalty if any upon the receipt of the reports from Haryana police.

8.15 Other payments

- (i) 100% payment for training will be released after the receipt of a certificate from Haryana Police for satisfactory completion of training.
- (ii) Earnest money of the vendor will be released along with the release of the final payment after the clearance of the acceptance test.

- (iii) Bank Guarantees will be released after the completion of Warranty period of three years and CMC period of two years and deduction of the penalties thereof.

8.16 Change in company structure

If the Membership / Board structure of the bidder is changed after the bidder is selected, then the bidder shall accordingly inform the Haryana Police of such changes within 3 months.

8.17 Compliance with laws, permits

The successful vendor shall comply with all local, state, and federal 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 vendor shall be responsible for the same.

8.18 Liability insurance

Vendor shall agree to maintain General Liability Insurance, Worker's Compensation, and Haryana Police's 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. Vendor further agrees to require his subcontractor(s), if any, to maintain General Liability Insurance, Worker's Compensation, and Haryana Police's Liability Insurance. The vendor shall also be responsible for Employees Provident Fund (EPF) and other worker compensation issues, if any, applicable on his or his subcontractors' personnel.

8.19 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 bidder will be forfeited.
- (ii) If the bidder fails to comply with any of the terms, conditions or requirement of this contract and the technical specifications for equipment and tools as indicated in the RFP of this document, the earnest money deposited by the bidder will be forfeited.
- (iii) In case vendor fails to comply with *the delivery* period as specified in the RFP the earnest money deposit will be forfeited.
- (iv) In case of issue of the Letter of Intent, 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.

8.20 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 RFP 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 HARTRON's as well as Haryana Police's rights and remedies otherwise, HARTRON on behalf of and in consultation with Haryana Police shall be entitled to terminate this contract forth with and to blacklist the bidder 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 vendor becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, HARTRON on behalf of and in consultation with Haryana Police may, at any time, terminate the contract agreement by giving written notice to the vendor. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to HARTRON and Haryana Police.

8.21 Consequences of termination

- (i) Upon termination, the vendor shall deliver or cause to be delivered all works carried out for and on account of the Haryana Police and all data and records required from or on account of the Haryana Police to the Haryana Police.
- (ii) Termination of the contract agreement shall not affect any continuing obligations of the vendor under the contract agreement, which, either expressly or by necessary implication, are to survive its expiry or termination such as confidentiality obligations of the vendor.
- (iii) Upon termination of the contract agreement for any reason whatsoever, the vendor shall return to the Haryana Police, any and all confidential information and any other property of the Haryana Police.
- (iv) HARTRON on behalf of and in consultation with Haryana Police 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 vendor and the vendor shall be liable for any additional costs for such services.
- (v) The vendor shall continue the performance of the contract agreement to the extent not terminated.
- (vi) Upon termination of the contract agreement for whatsoever, HARTRON on behalf of and in consultation with Haryana Police shall have the right to impose the following penalties:-
 - (a) Forfeiture of earnest money
 - (b) Revoking of performance bank guarantee by HARTRON on advice of Police Department.
 - (c) Imposition of liquidated damage.
 - (d) Black listing of the vendor.

8.22 Un-avoidable circumstances

If the vendor is prevented from performing any of its services under the contract agreement due to causes such as fire, acts of God, or elements, embargoes, governmental orders, the vendor shall be excused from the non-performance of its obligations during the period that such cause continues to exist, but if such cause continues to exist and prevents performance by the vendor of its obligations for more than 60 days, HARTRON on behalf of and in

consultation with Haryana Police may terminate the contract agreement in whole or part thereof effective upon delivery to the vendor of written notice of such termination. Upon termination of the contract agreement under this Section, the provisions regarding consequences of termination set out in relevant Section shall apply.

8.23 Arbitration

If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this contract or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred to for arbitration to the Principal Secretary and Financial Commissioner for Haryana Government, Home Department or any other officer/official appointed by him and his decision shall be final and binding, and where. The matter involves a claim of the amount if any awarded in such arbitration it shall be recoverable in respect of the matters so referred to.

8.24 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 asking for encashment of any rates agreed to in the contract or to evading any of his obligations under the contract.

Section 9

Bill of Material

9. BILL of MATERIAL

BILL OF REQUIREMENT For 100 nos. E- CHALLANING SYSTEM for use in Haryana Police

A. HANDHELD DEVICES

Sr.No.	Item	Quantity to be supplied in phases . (refer delivery clause of this document)
1.	Hand Held Device	100
2.	Chargers for the Hand Held Devices	100
3.	Connecting Cables for the Hand Held Devices	100 sets
4.	Carrying pouches for handheld device	100
5.	User Manuals	100
6.	Spare battery	100
7.	Spare paper roll	100

B. SOFTWARE

Sr.No.	Item	Quantity (refer delivery clause of this document)
1.	<ul style="list-style-type: none"> • e-Challan System Server side Application. The software should have the capabilities for customization as per the requirement of Haryana Police • The selected bidders shall be responsible for onsite maintenance of the software for five years which include three years warranty and two years of AMC post warranty period. Upgrade/updates to be provided free of cost during that period. 	1

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 Haryana Police and the Successful bidder for Supply of 100 nos of challaning systems for Ambala range 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 valid for five years or till the currency of the contract Agreement whichever is later.

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.
6. This bank guarantee shall be valid till _____ and the claim for this bank guarantee can be made by Hartron till _____

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's Proposal Reference No. and Date	:	_____	
Bidder's Name and Address	:	_____	
	:	_____	
	:	_____	
	:	Tel. No.	Fax No.
Bidders Correspondence address	:	_____	
	:	_____	
	:	Tel. No.	Fax No
Name of contact Person	:	_____	
Designation	:	_____	
Telephone No (s)	:	_____	
Fax No (s)	:	_____	
Mobile No	:	_____	
Email ID	:	_____	

To,

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

Subject:- Design, development, inspection, testing and commissioning of E-Challaning System for Haryana Police in all the districts of Ambala Range (Panchkula, Ambala, Kaithal, Kurukshetra and Yamunanagar).

Dear Sir,

1. We, M/s _____, having read and examined in detail the specifications, requirements as mentioned in the RFP do hereby propose for Design, development, inspection, testing and commissioning of E-Challaning System for Haryana Police in all the districts of Ambala Range (Panchkula, Ambala, Kaithal, Kurukshetra and Yamunanagar).

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 180 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. 1 lacs in favour of Haryana State Electronics Development Corporation Ltd. payable at Chandigarh. 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
PARTICULARS OF BIDDERS AND MANUFACTURERS

FOR RFP NO. _____

1. Name of the Bidder			
2. Address of the Bidder			
	Tel.	Fax	
3. Year of establishment			
4. Bidder's proposal number and date			
5. Name, Designation and address of the officer to whom all references shall be made regarding this RFP			
	Tel:	Mobile:	
	Fax:	Email:	
6. Annual turnover of the firm for the last 2 successive years (in Rs.)	Year	Turn over	Profit
	2009-2010		
	2010-2011		
7. Details of Draft for Earnest money deposited	Draft No.		
	Bank Name:		
PAN NO			

Signature _____
 Name _____
 Designation _____
 Date _____
 Company seal

(To be enclosed with Pre Qualification Bid)

**Proforma 3
MANUFACTURER/ AUTHORISED RESELLER WARRANTY**

We, M/S ----- warrant that everything to be supplied 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

Signature of the Tenderer

Name

Name

Address

Address

Seal

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

Proforma - 4
CERTIFICATE TO THE EFFECT THAT THE FIRM IS READY FOR LIVE DEMONSTRATION

We, M/S ----- undertake that we are ready to give live demonstration of their quoted equipment/item within 07 days from the date of opening of the Technical Bid.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

Seal

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

Proforma - 5
UNDERTAKING FOR SYSTEM INSTALLED IN COMPLETE RESPECT, TRAINING, ETC.

We, M/S ----- undertake

1. That we undertake that the Design, development, inspection, testing and commissioning of E-Challaning System for Haryana Police in all the districts of Ambala Range (Panchkula, Ambala, Kaithal, Kurukshetra and Yamunanagar) proposed to be installed and commissioned is complete in all respects adhering the requirements specified in the RFP.
2. that after the expiry of the warranty period of three years and CMC period of two years post warranty period as the case may be, we will handover the total system in running condition with the same or improved specifications as was supplied by us.
3. that we will accordingly train the manpower of Haryana Police as per the scope of training under RFP document, so that the concerned officers/officials of Haryana Police can handle the system efficiently and with ease.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

Seal

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

Proforma 7
Indemnification from proprietary rights

From

To

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

We M/s _____ indemnify Hartron & Haryana Police 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.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

Seal

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

**Proforma 8
Indemnification from patent rights**

From

To

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

We M/s _____ indemnify Hartron & Haryana Police 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.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

(To be enclosed with technical bid)

**Proforma 9
TECHNICAL BID**

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

We M/s _____ offer to undertake Design, development, inspection, testing and commissioning of E-Challaning System for Haryana Police in all the districts of Ambala Range (Panchkula, Ambala, Kaithal, Kurukshetra and Yamunanagar) proposed to be installed and commissioned is complete in all respects adhering to the requirements specified in the RFP in conformity with this offer as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

Sl. No	Category	Subject	Qty	make	model
1	Hardware	Hand Held Devices with 3 years warranty	100		
2	Software	e-Challan application Software			
3	CMC			Yes	no
a	CMC for the 1 st year for hand held device after the expiry of comprehensive warranty of three years				
b	CMC for the 2 nd year for hand held device after the expiry of comprehensive warranty of three years				
c	CMC for the 1 st year for software after the expiry of comprehensive warranty of three years				
d	CMC for the 1st year for hand held device after the expiry of comprehensive warranty of three years				

We undertake, if our bid is accepted, to commence the work immediately and to complete the project deliverables as the case may be within the stipulated time frame as mentioned at clause no. 8.4 of Section 8.

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 have enclosed demand draft no----- Dated ----- drawn in favour of Haryana State Electronics Development Corporation Ltd. for Rs 1.00 lac as EMD.

We undertake that supplies of necessary maintenance equipment and spare parts will be made available for all the Equipment and the complete System for a period of 5 years on continuing basis and life time spares after 5 years

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.

We also understand that on behalf of Haryana Police also reserves the right to chose part or whole of the technically acceptably bids at individual costs quoted in the commercial bids.

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 10
TECHNICAL DEVIATIONS**

Subject: Technical Deviations for Design, development, inspection, testing and commissioning of E-Challaning System for Haryana Police in all the districts of Ambala Range (Panchkula, Ambala, Kaithal, Kurukshetra and Yamunanagar).

Dear Sir,

Sr. No.	Clause No.	Page No.	Statement of deviations and variations
------------	---------------	-------------	---

Date

Signature

Name

Place

Seal

(To be enclosed with Commercial bid)

Proforma 11
FINANCIAL BID

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

We M/s _____ offer to undertake Design, development, inspection, testing and commissioning of E-Challaning System for Haryana Police in all the districts of Ambala Range (Panchkula, Ambala, Kaithal, Kurukshetra and Yamunanagar) proposed to be installed and commissioned is complete in all respects adhering to the requirements specified in the RFP in conformity with this offer as may be ascertained in accordance with the solution provided in the technical Bid.

Sl. No	Category	Subject	Qty	Basic Price	Taxes VAT/service tax) wherever applicable	Total Price (In INR)
1	Hardware	Hand Held Devices with 3 years warranty	100			
2	Software	e-Challan application Software				
3	Total (1+2)					
4	Comprehensive maintenance charges					
	Hardware-					
a	CMC for 1st year after three years comprehensive on site warranty on the Hand Held devices					
b	CMC for 2 nd year after three years comprehensive on site warranty on the Hand Held devices					
5	Total (a+b)					
	Software					
d	CMC for 1st year after three years comprehensive on site warranty on the software					
e	CMC for 2 nd year after three years comprehensive on site warranty on the software					
6	Total (d+e)					
	Grand Total (In Rs.) (3+5+6)					

1. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the job will be completed as per the delivery terms mentioned at clause no 8.4

of the RFP no Hartron/Proj/e-Challaning//2011-12/03-RE 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. We also understand that on behalf of Haryana Police also reserves the right to chose part or whole of the technically acceptably bids at individual costs quoted in the commercial bids.
- 6. 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: _____

(To be enclosed with commercial bid)

Proforma 12
FINANCIAL DEVIATIONS

Subject: Financial Deviations for carrying out various activities of Design, development, inspection, testing and commissioning of E-Challaning System for Haryana Police in all the districts of Ambala Range (Panchkula, Ambala, Kaithal, Kurukshetra and Yamunanagar).

Dear Sir,

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

Signature

Name

Place

Seal

Proforma 13
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 vide pages from 1 to ____ (RFP containing Pre-qualification, Technical, Commercial Bid and all relevant Annexures, Appendix and formats enclosed)

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:

Place:

Seal of Bidder:

Signature :

Name :

Designation :

Appendix

HARYANA TRAFFIC POLICE – (name of the city) Challan-cum-Receipt

Sl. No. S32019000004/09 Circle RKP
Vehicle Type: Car Vehicle No: DL4CC5678
D/L No. EE233445

On 03-09-09 at 3.00 pm at Ring Road, Near Hyaat Hotel, Panchkula, Haryana.
Shri: Shyam Singh S/O Shri Mohan Singh R/O 24, Sector 8, R.K. Puram, Panchkula, Haryana.

committed following traffic violations:

1. Dangerous Driving
2. Red Light Jumping
3. Without Seat Belt
4. Defective Number Plate
5. Misbehave with police officer

punishable U/S 184/119/177/179 MV. Act& 138(2) 177 CMVR, 50/177 CMVR Warned U/s 209
MVA

The violator has agreed to pay a sum of Rs.1800 (In words Rupees One thousand Eight Hundred
only)

for compounding the above mentioned offence which has been realized and receipt issued.

Signature of the violator

Signature of Challaning Officer
(SI Aman Kumar)

Witness: 1. Ct. Lalit, No. 20000/T

**HARYANA TRAFFIC POLICE (name of the city)
Court Challan**

Sl. No. S32019000004/09 Circle RKP
Hon'ble Shri Arvind Jain, MM/Traffic,
Room No. 2, Kapashera Court, Panchkula, Haryana
Vehicle Type: Car Vehicle No: DL4CC5678
D/L No. EE233445

Sir

I have to report that on 03-09-09 at 3.00 pm
at Ring Road, Near Hyaat Hotel, Panchkula, Haryana.
Shri Shyam Singh S/O Shri Mohan Singh R/O 24, Sector 8, R.K. Puram, N Panchkula, Haryana.
committed the following traffic violations:

1. Dangerous Driving
2. Red Light Jumping
3. Without Seat Belt
4. Defective Number Plate
5. Misbehave with police officer

punishable U/S 184/119/177/179 MV. Act& 138(2) 177 CMVR, 50/177 CMVR Warned U/s 209
MVA .

Document Seized

1. Driving License Valid up to 02-02-10

The violator has been advised to
appear on 10-10-2009 at 10.00 am in the court as mentioned above

Signature of the violator _____ Signature of Challaning Officer
(SI Aman Kumar)

Witness: 1. Ct. Lalit, No. 20000/T
Sig.

NOTICE FILLING FORMAT

Date : _____ Location : _____
Circle : _____ PIS No. : _____
Name : _____ Rank & No. : _____

Vehicle Number	Vehicle type	Colour	Date	Time	Offence

FIELD TO BE CAPTURED WHILE ISSUING CHALLAN/ COURT CHALLAN

1. Challan No. _____(Auto generated)
2. Challan Type_____
3. Challan date _____(Self populated)
4. Challan time _____(Self populated)
5. Vehicle No. _____
6. Vehicle Type _____X
7. Permit Type _____X
8. Route No. _____
9. Department _____X
10. Place of Challan _____
11. Road Stretch from _____ to_____
12. Name _____
13. Parentage _____
14. Gender _____
15. Age _____
16. Qualification _____
17. Address _____
18. Driving Licence No. _____valid upto_____
19. Issuing Authority _____
20. Traffic Violation _____X
21. Witness (1) _____(2)_____
22. Compounding Amount _____
23. Document seized _____valid upto _____X
24. Court Date _____
25. MM Name _____
26. Court Room _____

X: Combo Boxes for these fields.

COMBO BOX FOR FIELD NUMBER 6-VEHICLE TYPE

Veh Code	Vehicle	vehi_clasi	permissible
1	HTV	PRIVATE	y
2	HTV	MCD	y
3	HTV	NDMC	y
4	HTV	DUMPER	y
5	HTV	MIXER	y
6	HTV	CONTAINER	y
7	HTV	TRAILOR	y
8	HTV	OTHER	y
9	LGV	PVT	y
10	LGV	OTHER	y
11	MGV	MGV	y
12	BUS	BLUE LINE	y
13	BUS	CHART/PVT	y
14	BUS	DTC	y
15	BUS	SCHL BUS	y
16	BUS	ROAD WAYS	y
17	BUS	RTV	y
18	CAR/JEEP	CALL CENTRE	y
19	CAR/JEEP	TAXI	y
20	CAR/JEEP	CAR/JEEP	n
21	VAN	GOODS CARRIER	y
22	VAN	PUBLIC	y
23	VAN	SCHOOL	y
24	CAR/JEEP	MAXI CAB	y
25	CAR/JEEP	PHAT PHAT SEWA	y
26	HTV	CRANE	y
27	LGV	CRANE	y
28	TRACTOR	TRACTOR	y
29	TSR	PUBLIC	y
30	TSR	GOODS CARRIER	y
31	SC/MC	SC/MC	n
32	HTV	TANKER	y
33	LGV	TANKER	y
34	LGV	D. VAN	y
35	JCB	JCB	y
36	BUS	BUS	y
37	BUS	TOURIST	y