Director General, Department of Industries & Commerce, Haryana
Address: 1st Floor, 30 Bays Building,
Sector 17 C, Chandigarh– 160017, Phone No. 0172-2701344
e-mail: - hepcharyana@gmail.com ,website:- https://haryanaindustries.gov.in

Online tenders are invited in two stage bid system i.e. Technical bid and Financial Bid as per the details given below in Schedule-A

(w.e.f 14.02.2025)

SCHEDULE-A

Sr. No.	PARTICULARS	REMARKS
1	Tender Notice No.	
2	Sr. No. of Tender.	01
3	Subscribed No. Of Tender.	
4	Online submission of EMD, Tender fee & e-Service Fee Option-1: Through Net Banking and Debit card	On or before 10.12.2025 up to 14:00 Hrs. (02:00 PM)
5	Online submission of EMD Option-2: Through RTGS/NEFT- *(In case of above, the bidder has to pay Tender Fee & e-Service Fee Through Net Banking and Debit card as per the given date & time schedule)*	On or before 10.12.2025 Up to 16:00 Hrs. (04:00 PM)
6	Online Bid Preparation & submission.	On or before 12.12.2025 up to 14:00 Hrs. (2:00 PM)
7	Date & time of opening of Technical Bids.	On 12.12.2025 14:30 Hrs. (02:30 PM)
8	Date & time of opening of Financial Bids	To be decided later on
9	Tender Fee: Shall be submitted online at the time of submission of bid through Debit Card or RTGS/NEFT or Net banking on e-tender portal	Rs. 1180/- (One Thousand One Hundred Eighty only)
10	Earnest Money Deposit (EMD) required:	
	Bid Security (EMD)	Rs.2,00,000/- (Rs. Two lakhs only)
11	E-Service Fee	1000/- (Rs. One Thousand only)
12	Date and time of receipt of samples (if required)	N. A
13	Rates to be kept valid for acceptance up to:	180 days (from date of Bid Submission)

Director General, Department of Industries & Commerce, Haryana
Address: 1st Floor, 30 Bays Building,
Sector 17 C, Chandigarh– 160017, Phone No. 0172-2701344
e-mail: - hepcharyana@gmail.com ,website:- https://haryanaindustries.gov.in

A. Information to Bidders

i. The Bidders can download the tender documents from the Portal: https://etenders.hry.nic.in

1. Date and Time of making payment of tender fee, earnest money deposit (EMD) and e-service fee is asunder

A	Online submission of EMD, Tender fee & e-Service FeeOption-1: Through Net Banking and Debit card	On or before last date of submission of technical Bids 10.12.2025 upto 14:00 Noon
B	Online submission of EMD Option-2: Through RTGS/NEFT- *(In case of above, the bidder has to pay Tender Fee & e-Service Fee Through Net Banking and Debit card as per the given date & time schedule)*	On or before 10.12.2025 upto 16:00 P.M.

2. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Point No.- 2 under "Instructions to bidder on Electronic Tendering System" and available in "Tender Forms" available on following link https://dsndharyana.gov.in/downloads/ and for information about DSC at NIC Portal visit https://etenders.hry.nic.in/nicgep/app?page=DSCInfo&service=page

3. The Bidders shall have to pay for the Tender Documents Fee, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between bidders and online payment authorization networks.

4. The bidders must have Net Banking account in order to pay Tender Document Fee e-Service Fee.

5. Payment of Tender Fee: - The payment for the Tender Document Fee shall be made by the interested bidder online directly through Net Banking with the available Banks at e-GRAS e-Payment Gateway.

6. Payment of e-Service Fee: - E-Service Fee payment shall be made separately by the interested bidders/ contractors online directly through Net Banking Account.

7. Payment of EMD: The payment of EMD can be made through Net Banking or RTGS/NEFT as per details at Para-2 above. In this regard, please refer to "Instructions to bidder on Electronic Tendering System" available at the available in folder of "Tender Forms" on website: https://dsndharyana.gov.in/downloads/

8. Intending bidders will be mandatorily required to sign-up online (create user account) on the website https://etenders.hry.nic.into be eligible to participate in

the e-Tender. In case the intended bidder fails to pay EMD fee under the stipulated time frame, he/she shall not be allowed to submit his/ her bids for the respective event/Tenders.

9. In case of payment of EMD through RTGS/ NEFT, the interested bidders must remit the funds at least T+1 working day (Transaction+ One Day) in advance i.e. On or before 10.12.2025 up to 14.00 P.M; and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder/ Agency thereafter will be able to successfully verify their payment online and submit their bids on or before the expiry date &time of the respective events/ Tenders at https://etenders.hry.nic.in.
10. However, the details of the EMD, Tender document Fee & E-Service Fee are required to be filled/ provided at the time of online Bid Preparation
11. Online Technical Envelope-Reference details of the Earnest Money Deposit (EMD), Tender Document Fee & e-Service Fee instrument and scanned copies of supporting documents and QR/technical criteria with proper index and page numbering on all the documents have to be provided as per Annexure-IC of this document.
12. If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.

B. Brief Description of Procuring Design, Development, implementation and maintenance of unified single window system web portal and mobile application of Invest Haryana Portal:

Design, Development, implementation and Maintenance of Unified Single Window System Web Portal and Mobile Application of Invest Haryana Portal (including all the modules and data migration).

The Detailed Scope of work, technical specification/description and Evaluation of Bids/Proposals of the above requirement are available at Annexure-IA.

C. Specific Terms & Conditions related to Qualification Criteria, technical evaluation criteria and Final Score Evaluation

The Detail of Bid Qualification Criteria, Technical Evaluation Criteria and Final Score Evaluation of the above requirement are available at Annexure-IB.

1. The format of the Technical Bid/Index for the Technical Bid Documents will be as per Annexure-IC of this document and the bidders are requested to upload their Technical Bids on the Portal with index as provided in Annexure-IC

In case of non submission of required Eligibility Documents as at Annexure-IC, the bid of the firm will not be considered and no further chance will be given for the submission of these documents. However, clarification, if any, of already submitted documents may be obtained in case required as per the rules.

A. Standard Terms and Conditions (wherever applicable these terms & conditions will overrule the specific terms and conditions as at Para 'C' above): -

1. All the annexures and 'Schedule-B of Supply' as part of this present DNIT are also available with this document.

2. Procurement of services related to Design, Development, implementation and maintenance of unified single window system web portal and mobile application of Invest Haryana Portal through Contract System: -

   Wherever Government considers expedient that more than one supplier/manufacturer should be kept on rate contract, it may so decide on case-to-case basis subject to conditions available at Annexure '1'.

3. Instructions to the bidders for preparation and submission of proposals

   a. All bids should be accompanied with Tender fee and the EMD. Any bid submitted without Tender Document Fee and EMD or with the lesser amount may be rejected being non-responsive. The bidder should ensure that Tender Document Fee and EMD has to be attached with the Bid.

   b. The bid should contain eligibility and technical offer containing documents, qualifying criteria, technical specifications and all other terms and conditions except the rates (price bid).

   c. Bidder will submit their eligibility-cum-technical bids online on Haryana Govt. e-Procurement Portal i.e. https://etenders.hry.nic.in/nicgep/app

   d. The bidder may submit EMD online at the time of submission of bid through online Debit Card or RTGS/NEFT or Net banking one-tender portal.

   e. In case of any change in the authorization, it shall be the responsibility of management / partners of the company/firm to inform the certifying authority about the change.

   f. The bidders are strictly advised to follow dates and times as indicated in RFP. The date and time shall be binding on all bidders

   g. The Client may, at its discretion, extend the submission date for any administrative reason.

   h. Notwithstanding anything else contained to the contrary in this Tender Document, the Director General, Department of Industries & Commerce, Haryana, reserves the right to cancel/withdraw/ modify fully or partially the 'Invitation to Bidders' or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

4. Performance Security:

   The selected bidder shall provide a Performance Bank Guarantee (PBG) equivalent to 5% of the contract's value, valid for the duration of the contract and as per the terms specified by the client.

   The successful tenderer shall be required to deposit Performance Security Deposit as per provisions contained in Annexure - 17.

5. Price Fall Clause

The price quoted in the tender/quotation or approved in the Rate Contract for Service delivery (Design, Development, implementation and maintenance of unified single window system web portal and mobile application of Invest Haryana Portal)the service shall not exceed in any way the lowest price at which the tenderer quote for the service delivery of identical description to DGS&D, New Delhi/ State Government Institutions/Undertakings/any other person during the delivery period/currency period of the rate contract. If, at anytime during the delivery period/currency period, the successful tenderer reduces the rates/sale price of the quoted services to any person at the price lower than the price chargeable under the supply order/ rate contract, the tenderers should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the services to be rendered after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The successful tenderers shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The tenderer shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the DGS&D, New Delhi and other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

6. Penalty to firm on Delay in Service delivery

Should the contractor/bidder fail to deliver the Single Window System related work i.e. Design, Development, implementation and maintenance of unified single window system web portal and mobile application of Invest Haryana Portal within the period prescribed for such delivery in the stipulated timeline, the delayed in service delivery will be subject to 2% penalty of the project cost recoverable per month. The other details will be as per provision contained in Sr.No.14 of "Schedule- 'B' Condition of Contract"

7. The bidders are required to submit financial proposal as per the format for Financial Proposal submission available at Annexure-16.

8. Penalty Clause for Department/ Govt. Agencies for delay in Payment

Delay in payments to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, will attract penal interest on the defaulting amount @ Rs.25/-per rupees one lakh per day of delay beyond the stipulated credit period.Non provision of adequate budget will be no ground for delaying payments to the supplier. This is as per provisions contained at Para17 of G.O.No.2/2/2010-4I-BII dated 28.05.2010 (or as amended from time to time in this regard)

9. Negotiation of Rates

   Regarding negotiations of rates, policy issued by the State Government vide G.O.No.2/2/2010-4-IB-II dated 18.06.2013 (Annexure-1), G.O. No.2/2/2010-4-IB-II dated 16.06.2014 (Annexure-6), G.O.No.2/2/2010-4-IB-IIdated09.02.2015 (Annexure-7), G.O.No.14/29/2023-6FA dated 26.05.2023 (Annexure-7-A) will be applicable.

10. Grievance Redressal Mechanism for dealing with the representations/ complaints/letters of the participating bidders/firms:

    A time bound Grievance Redressal Mechanism for dealing with the representations/complaints/letters of the participating bidders/firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.ONo.2/2/2016-4I-BII of dated 25.07.2016 (Annexure-9),G.O. No. 2/2/2016-4IB-II dated 27.08.2021(Annexure-9-A) and as amendment vide G.O. No. 14/16/2023-6FA dated 19.06.2023(Annexure-9-B).All the bidders/firms who want to make any representation/complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00P.M.of the Fifth Working day) of the date of issue of letter/intimation regarding their As per NIT/Not as per NIT status. They have to ensure that their communication is delivered/reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid

11. Preference to Make in India: - The public procurement in the State in reference to – Preference to make in Indiall shall be governed by Govt. Order No.02/08/2020-4IB-II dated 18.11.2020(Annexure-11) (or as amended from time to time in this regard)

12. Restriction in Public procurement from bidders of certain Countries: -The restriction on procurement from bidders from a Country or Countries on grounds of Defense of India or matters directly or indirectly related thereto including National Security shall be governed by Govt. Order No.02/09/2020-4IB-II dated 10.12.2020(Annexure-12) (or as amended from time to time in this regard).

13. Blacklisting/Debarring :- Affidavit on Non Judicial Stamp Paper duly certified by the Notary as per Annexure-13 Stating that our firm [Name of the firm] has not been blacklisted/Debarred in Govt. Depts./Boards/Corporations/Federations/Agencies/any Autonomous Bodies in State of Haryana and other State/Central Government Departments/Agencies etc. as on the date of submission of the bid in the present tender.

    It is further certified that no EMD/Bank Guarantee of our firm (Name of the firm) has been forfeited in last 02 years in Govt. Depts./Agencies as referred above as on the date of submission of the bid in the present tender.

14. Arbitration Clause

    The Arbitration if any will be decided as per the provision contained at Sr.No.18 of "Schedule" 'B' Conditions of Contract"

15. Jurisdiction

All disputes will be settled within the jurisdiction of the Head Quarters of Director General, Department of Industries & Commerce, Haryana at Panchkula.

D. OTHER TERMS ANDCONDITIONS

1. All documents to be submitted by the tenderers with their offer should be self-attested in case the same are copies of original documents.

2. The Earnest money of the tenderers will be forfeited to Govt. account and blacklisting/ debarring besides other penal action, if they withdraw their offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.

   The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal https://etenders.gov.in/eprocure/app. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the Technical Bid. The Director General, Department of Industries & Commerce, Haryana, Address: 1st Floor, 30 Bays Building, Sector 17 C, Chandigarh– 160017, Phone No. 0172-2701344, e-mail:hepcharyana@gmail.com,website:https://haryanaindustries.gov.in Any supporting documents if required is to be submitted in online mode only along with their Technical Bids by due date and time.

3. The Financial bid/s of only those bidders/ items will be opened who qualify on the basis of their Technical Bids. The date & time of opening of the financial bids will be intimated in the due course.

4. The offer without prescribed Earnest Money, Tender Fee & E-Service fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by The Director General, Department of Industries & Commerce, Haryana

5. Notwithstanding anything contained in the Tender, Department of Industries & Commerce, Haryana reserves the right to accept or reject any Bid, and to cancel the bid process and reject the Tender, at any time, without there by incurring any liability to the affected Bidder or Bidders and without any obligation to inform the participating/affected Bidder(s) the reason for such decision.

6. Other terms & conditions as contained in various Annexure/Documents as available in "TENDER FORMS" under 'Schedule-B of Supply' as part of this present DNIT are also available with this document.

7. Instructions to bidder on Electronic Tendering System. Registration of bidders one-Procurement Portal, Information about Digital Certificate, Instruction about Online Payment of Tender Document fee/e-Service Fee/Earnest Money, Important Instructions & Help manual for online bidding and other General issues option available on Home page of NIC e-procurement portal i.e. https://etenders.hry.nic.in/. In case bidders need any clarifications or if training required to participate in online tenders they can contact office Timings of Help-desk support & Contract Details: -The detail may be seen under "Contract US" option available on Home Page of NIC e-Procurement portal i.e. https://etenders.hry.nic.in/. For support related to Haryana Tenders in addition to Helpdesk:- In addition, For support related to Haryana Tenders in addition to helpdesk you may also contract to following E - mail:eproc.nichry@yahoo.com Desk:0172-2700275

Director General, Department of Industries & Commerce, Haryana
Address: 1st Floor, 30 Bays Building,
Sector 17 C, Chandigarh– 160017, Phone No. 0172-2701344
e-mail: - hepcharyana@gmail.com ,website:- https://haryanaindustries.gov.in

Annexure-IA

The Detailed Scope of work, technical specification/description and Evaluation of Bids/Proposals

Scope of Work:

Objectives of Invest Haryana portal:

- The Haryana Enterprise Promotion Centre (HEPC) is a Single Roof Clearance System offering seamless support to investors looking to establish industries in Haryana, started in Feb 2017, established under the Haryana Enterprise Promotion Act-2016, HEPC manages Invest Haryana portal (https://investharyana.in) for grant of Statutory Licenses to investors.
- Currently Invest Haryana portal is providing over 140 Services across 28 departments The services provided through the portal has functionality of online payment of fees, online tracking of status of service and downloading of final signed certificate etc.
- Till date Invest Haryana Single Window Portal processed 6.3 lakh+ services across business related clearances granted across entire State in all 22 districts.
- The need for improving the ease of doing business and investment attractiveness has become paramount for all States in today's evolving investment scenario and for the implementation of various initiatives by the Government of India.
- The Department for Promotion of Industry and Internal Trade (DPIIT) under the Ministry of Commerce and Industry has initiated 'Business Reform Action Plan' (BRAP) for states to streamline approval processes, thereby making stronger and inclusive economic growth.

List of all departments Services onboarded on the Single Window System (Invest Haryana portal):

S.N.	Departments Name	Service Name
1.	Haryana State Pollution Control Board (HSPCB)	i. Authorization under Bio Medical Waste ii. Authorization under C & D Waste Management Rules 2016 iii. Authorization under e-Waste iv. Authorization Under Hazardous Waste Rules v. Authorization under Solid Waste Management Rules 2016 vi. Auto-Renewal of Consent to Operate Air/Water Self certification vii. Consent to Operate - Air/Water viii. CTE ix. CTE-Renewal x. Registration under Battery-Waste (Management) Rules, 2022

		xi. Registration under Plastic Manufacture, Sale and Usage xii. Renewal of Authorization under e-Waste xiii. Renewal of Consent to Operate - Air/Water xiv. Renewal of Registration under Plastic Manufacture, Sale and Usage
2.	Haryana State Industrial & Infrastructure Development Corporation Ltd	i. Approval of Building Plan ii. Land Allotment iii. Occupation Certificate (Form BR-IVA) - Institutional and Commercial iv. Occupation Certificate (Form BR-IVB) - Industrial v. Occupation Certificate (Form BR-IVB) - Industrial HOBPAS vi. Release of Permanent Water Connection vii. Sewerage Connection
3.	Department of Industries & Commerce	i. Boiler Manufacturing ii. Lubricating License for Manufacturing iii. Lubricating License for Trading iv. Registration under Boiler Act v. Renewal under Boiler Act
4.	Urban Local Bodies	i. Application for New Fire Fighting Scheme ii. Approval of Building Plans iii. Change of Land Use under MC Limit iv. NOC for Fire Service v. Occupation or Completion Certificate (Form BR-IVB) vi. Sewerage Connection vii. Signage License viii. Trade License under Section 330 ix. Water and Sewerage Connection x. Water Connection
5.	Labour Department – Factory Wing	i. Approval of Factory Plan ii. Factory Registration or License iii. Registration under the Building and Other Construction Workers Act iv. Renewal of Factory Registration or License
6.	Labour Department - Labour Wing	i. License for Contractor under provision of Contract Labour Act ii. Registration Certificate of Establishment Inter State Migrant Worker Men iii. Registration of Principal Employer

7.	Town & Country Planning	i. Approval of Building Plan ii. Change of Land Use under Controlled Areas iii. Completion Certificate in Licence Colony iv. Conversion of LOI into CLU permission v. Letter of Intent (LOI) for CLU vi. License for Industrial Plotted Colony
		vii. License to Establish Brick Kiln viii. NOC for establishment of unit beyond Controlled Area & Urban Area ix. NOC for unit falling outside Controlled Area but within Urban Area x. Occupation or Completion Certificate (Form BR-IVA) xi. Occupation or Completion Certificate (Form BR-IVB)
8.	Haryana Shehri Vikas Pradhikaran	i. Approval of Building plan ii. Occupation or Completion Certificate (Form BR-IVB) iii. Sewerage Connection iv. Water Connection-Permanent v. Water Connection-Temporary
9.	Home Department	i. Issuance & Renewal of Cinema License ii. NoC for Tourism Events/ Exhibition iii. Renewal of Cinema License
10.	Dakshin Haryana Bijli Vitran Nigam	i. Change of Name - Electricity Connection ii. Extension of Load-Demand Notice Issue iii. Extension of Load-Release of Connection iv. Extension/Reduction of Load (DHBVN) v. Reconnection - Electricity Connection vi. Reduction of Load-Electricity Connection vii. Regular Electricity Connection (DHBVN) viii. Regular Electricity Connection- Release of Connection ix. Regular Electricity Connection-Demand Notice Issue x. Temporary Electricity Connection (DHBVN)
11.	Uttar Haryana Bijli Vitran Nigam	i. Change of Name - Electricity Connection ii. Extension of Load-Demand Notice Issue iii. Extension of Load-Release of Connection iv. Extension/Reduction of Load (UHBVN) v. Reconnection - Electricity Connection vi. Reduction of Load-Electricity Connection vii. Regular Electricity Connection (UHBVN) viii. Regular Electricity Connection- Release of Connection ix. Regular Electricity Connection-Demand Notice Issue x. Shifting of HT/LT lines - Demand Notice xi. Shifting of HT/LT lines - Execution of work completion xii. Temporary Electricity Connection (UHBVN)

12.	Shop Registration/Trade Licence	i. Registration under Shops & Establishment AND/OR Trade License
13.	PWD (B & R) Department	i. Clearance for Entry or Exit from State Highway or Scheduled Road under MORT&H guidelines ii. Contractor Enlistment
14.	Food & Supplies Department	i. Certificate of Verification of weights and measures ii. Issuance of License for Manufacture and Sale of Bricks
		iii. New License Dealer Weights & Measures iv. New License Manufacturer Weights & Measures v. New License Repairer Weights & Measures vi. Permission to construct Brick Kiln (Gaid Chimney) vii. Registration of Importer viii. Registration of Packer/Manufacturer ix. Renew and Auto Renew License
15.	Airport Authority of India	i. NOC Application for Height Clearance
16.	Department of Ayush	i. New ASU Drug Manufacturing license ii. New ASU Drug Manufacturing loan license iii. Renewal of ASU Drug Manufacturing license iv. Renewal of ASU Drug Manufacturing loan license v. Single Medicine Approval
17.	National Monument Authority	i. NMA Clearance
18.	Environment	i. Environment Clearance under Aravali Notification dated 07.05.1992
19.	Chief Electrical Inspector	i. New: Approval of Single line Diagram (SLD) of electrical Plan/System. ii. New: Inspection of existing electrical installations/Periodical (Sub Station, Generating units (Solar Power plants, turbines, DG Sets and other2. s) and Lines iii. New: Inspection of new electrical installations (Sub Station, Generating units (Solar Power plants, turbines, DG Sets and others) and Lines.
20.	Public Health Engineering Department	i. Permanent Water Connection ii. Sewerage Connection
21.	Excise & Taxation - Excise	i. Application for Label/Brand Registration ii. Application for License of Local sale (Retail) iii. Application for Permit (Import Permit/Within State Permit/Export)

22.	Mines & Geology Department	i. Grant of Mineral Dealer's License ii. License for Stone Crushers/Grinding Unit iii. Permit for Excavation of ordinary clay or earth iv. Permit for Manufacturing of Bricks v. Permit for the Grant of Permission for Disposal of Mineral vi. Renewal of Excavation of Brick Earth by the Brick vii. Renewal of Mineral Dealer's License viii. Renewal of Stone Crusher/Grinding Unit
23.	Department of Forests & Wildlife	i. NOC in respect of Haryana Land and Preservation Act, 1900 (Punjab Act, II of 1900) or Forest or Restricted lands ii. Permission for felling of trees in areas notified under general section-4 of Haryana Land and Preservation Act, 1900 (Punjab Act II of 1900)
24.	Food and Drug Administration	i. Application for Biological Drugs in loan premises (Form 27A) ii. Application for Biological Drugs in own premises (Form 27) iii. Application for Non-Biological Drugs in loan premises (Form 24A) iv. Application for Non-Biological Drugs in own premises (Form 24) v. Retail/Wholesale Drug License
25.	Department of Agriculture	i. Fertilizer Manufacture Certificate ii. License to Manufacture Insecticides
26.	Communication and Connectivity Permissions	i. Communication and Connectivity Permissions/Renewal (Above Ground) ii. Communication and Connectivity Permissions/Renewal (Below Ground) iii. Regularization of existing Tower/Renewal (Above ground) iv. Renewal/Extension of Communication and Connectivity Permissions
27.	GMDA	i. CLU
28.	Information, Public Relations and Language	i. Shooting of Films

Director General, Department of Industries & Commerce, Haryana
Address: 1st Floor, 30 Bays Building,
Sector 17 C, Chandigarh– 160017, Phone No. 0172-2701344
e-mail: - hepcharyana@gmail.com ,website:- https://haryanaindustries.gov.in

Incentives and Schemes under Haryana Enterprise Promotion Centre (HEPC)

- All schemes provided by the Department of Industries and Commerce is to be made online and applicants can avail it through the single window portal. Schemes are listed below for reference. Other schemes may be added as and when required.

S.N.	Scheme under Policy	Scheme Name
1.	EV Policy, 2022	i. Capital subsidy on Fixed Investment (FCI) ii. Seed and Conversion Fund iii. Net SGST reimbursement iv. Reimbursement in Stamp Duty v. Power subsidy incentive-Electric Duty vi. Water Treatment Plant Incentive vii. Patent Fee Reimbursement Scheme viii. Employment Generation Subsidy ix. Incentive for privately owned public charging station/ privately owned battery swapping station x. Human capital building-of Center of Excellences xi. Research and Development Incentive
2.	Haryana Logistics, Warehousing & Retail Policy, 2019	i. Capital Subsidy Incentive ii. Commercial License for Reimbursement iii. Stamp duty refund iv. Electricity duty exemption v. Reimbursement of external development charges vi. Capacity Building incentive vii. Interest Subsidy
3.	Haryana Agribusiness Food Processing Policy, 2018	i. Haryana Backward and Forward Linkages Scheme ii. Integrated mini food park scheme iii. Creation expansion diversification of individual Agro and Food processing iv. Cold chain scheme

4.	Enterprises Promotion Policy, 2015	i. Reimbursement of expenses incurred for e-commerce linkages ii. Claiming interest subsidy on bank loan iii. Stamp duty refund scheme iv. Water audit scheme v. Design Clinic scheme vi. Energy Audit Scheme vii. Claiming Investment Subsidy on VAT/SGST viii. Testing equipment Assistance scheme ix. Market development assistance for Artisans x. Primary Processing Centre Scheme xi. Assistance for technology acquisition xii. Quality Certification Assistance Scheme xiii. Credit Linked Interest subsidy xiv. Assistance for Environment clearance xv. Credit Rating Scheme xvi. Freight Assistance scheme xvii. Marketing Development Assistance Scheme xviii. Electricity duty/open excess charging exemption xix. Availing Employment Generation Subsidy xx. Safety audit scheme
5.	MSME Policy 2016	i. Skill Development Scheme ii. Stamp Duty Refund Scheme iii. SME Exchange Equity Scheme iv. State Mini Revamped Scheme v. Cluster Plug and Play scheme vi. Electricity Duty Scheme vii. Claiming Promotion of ICT viii. State renewal energy scheme ix. State Mini Lean Manufacturing Competitiveness scheme

6.	Haryana Enterprises Employment Policy, 2020	i. Scheme for assistance for start-up in State ii. Assistance under export credit guarantee corporation scheme iii. Collaborative Industry-Academia research iv. Generator set subsidy scheme v. Scheme for State award for lean manufacturing technique vi. Research and Development centre scheme vii. SME Exchange Equity scheme viii. Scheme for state award for quality products ix. Testing equipment scheme x. Market development assistance xi. Quality certification scheme xii. Technology acquisition scheme xiii. Energy conservation scheme xiv. Credit rating scheme xv. Safety compliance scheme xvi. Interest subsidy on term loan xvii. Investment subsidy on GST xviii. Assistance for waste management xix. Collateral free credit guarantee scheme xx. Grant of external development charges exemption xxi. Haryana Gramin Udyog Vikas Yojna xxii. Infrastructure Industrial Development xxiii. Mini cluster development scheme xxiv. State award for product process innovation xxv. Award for outstanding entrepreneur in service xxvi. Stamp duty scheme xvii. Electricity duty scheme xviii. Environment compliance scheme xxix. Patent registration scheme xxx. Freight assistance scheme xxxi. Water conservation scheme xxii. Employment generation subsidy xxiii. State credit linked interest subsidy for technology upgradation xxiv. Outstanding entrepreneur in Manufacturing award

7.	Mega Project – Haryana Enterprises Employment Policy, 2020	i. Stamp duty refund scheme ii. Electricity duty/open excess charges exemption iii. Claiming investment subsidy on VAT/SGST iv. Availing employment generation subsidy

Components/Features of Single Window System-Scope of Work:

Following are the core modules to be developed under the proposal:

- Login/Registration: Login, Registration with Multi-Factor Authentication (MFA) for enhanced security.
- Single Sign-On: Access to the State Single Window System, National Single Window System (NSWS), and state department portals — integrated services available with a single login
- Single Business ID: PAN based SBID (Single Business Id) Implementation (Integration of services like PAN Number for real time validation)
- Multilingual Support: Capability to support multiple languages (Hindi s English)
- Role-based Access Control (RBAC): Manage user roles and permissions to ensure that access to different services and functionalities is secure and based on role-based access control.
- Know Your Approval (KYA): Classification of KYAs: Divided into pre-establishment approvals and pre-operational approvals, Dynamic questionnaire etc. in public domain.
- Common Application Form (CAF) consists of:
    - Captured Information:
    - Project, enterprise, and cost details
    - Employment, utilities, and manufacturing information
    - Supporting documents
- Content Management System (CMS): Ability to create and manage pages content, images, banner, menu and sub-menu items efficiently also support for multiple content administrators with role-based permissions.
- Document Management System (DMS): Design and development and Integration of DMS to store requisite documents of the Investors
- Provision of Schedule Virtual Meeting: A provision to schedule virtual meetings for investors with the concern department's Nodal Officer and Relationship Manager and Provision of Event Organizer for meetings events scheduler.
- Single Window Dashboard: Unified Business intelligence, Analytical Dashboard to be developed in public domain for the approval status as per the format provided by the Department for Promotion of Industry and Internal Trade, Government of India
- Incentives module Dashboard: Know your incentives, Incentives calculator, Real- time dashboard in public domain.

- Grievances module Dashboard: online module for grievance submission for the services provided by Single window portal by multiple departments and real time dashboard in public domain.
- User Feedback module Dashboard: Date of Service Completion, Feedback Score, Department, Service Name
- Land Bank module: Comprehensive details on available landbanks, Information on privately managed industrial parks, Integration of Geographic Information System (GIS) systems for visualization.
- Mobile Multilingual Interface: Mobile responsive SWS and Mobile App (Android s Ios) including multilingual interface.
- Accessibility and Cross-Platform Compatibility: Support for Windows, Android, iOS, and other devices, tablets etc. Also compatible for popular web browsers including Google Chrome, Microsoft Edge, Safari, Samsung Internet, Opera, and Mozilla Firefox.
- Guided User Assistance Tool: Support user journey/ navigation on the portal on the basis of type of user visiting the portal, like new user, returning user, officer, seeking information only, etc.
- Implementation of e-Sign (Aadhaar based, token based): Incorporation of Aadhaar- based and token-based e-Sign functionalities, allowing investors to digitally sign documents securely, thereby streamlining approval processes and reducing the need for physical signatures.
- AI Chatbot: User interaction: Engages in conversations, answers question, assists with tasks, Multilingual support with Multimedia handling.
- Intent to Invest Module: Module for proposing Investment by the various new investor interested in investing in Haryana.
- Guidance: Online documents/videos walk through for applying invest haryana portal for all the listed services.
- Escalation matrix: provision of auto escalation functionality for all the services where the timelines are not met.
- Inspection Dashboard: Central Inspection system and other inspection modules and real time dashboard.
- Search Module: Easily find/Search all types of information within the Haryana-Single Window System including support for multiple languages and advanced filtering.
- Help Desk: Query & Ticketing module s dashboard
- Third Party Verification Module: Provision of QR based and system-based certificate verification and application tracking without the need to login into the portal.
- Investor Compliance Dashboard: Real time dashboard for investors for tracking of compliance status.

- Integration with other Departmental (State/Central) portals using Single Sign On (SSO).
    - Integration/Reverse Integration with various initiatives of Central Govt. like integration with National Single Window.
    - Two-way system integration with the existing IT systems of the relevant State government departments and ministries
    - Real time SMS/Email Alerts
    - Unified Payment Gateway integration
    - Integration of CM dashboard
    - Integration of new services recommended by DPIIT at State/district level.
    - Digi Locker/Entity Locker-to allow users to store and retrieve digital documents securely.
    - WhatsApp Bot Integration: To facilitate instant messaging for quick responses and notifications
    - PAN: Integration of services like PAN Number for real time validation.
    - Any other requirement as per Invest India/DPIIT.

- Data Migrations: Data migration from currently running Haryana- Single Window System to the newly developed system.

  The System Integrator (SI) shall execute data migration to the newly developed system, ensuring data accuracy, consistency, and security. The process includes data collection, preparation, cleansing, entry, and migration. The Department shall specify the mode of legacy data availability, such as databases, ETL processes, or hard disks. SI shall assess the data volume by surveying existing applications and subsystems. If required, migration from legacy IT solutions will be carried out. SI shall provide templates, training, and support for data collection and verification, ensuring seamless transfer of master and transactional data.

  Key Support Activities in Data Migration:

  a. Submission of data migration strategy and risk with assumptions
  b. Mapping of form in legacy system with new proposed form
  c. Migration of existing uploaded documents to new systems
  d. Migration of existing approved certificates of the application to new system
  e. Migration of master & transactional data (history) to new system
  f. Migration of payment disbursement details to new system
  g. Validation checks post-migration to ensure data integrity and consistency.
  h. Provision for rollback strategy in case of unsuccessful migrations.
  i. Detailed logging of migration activities for audit purposes.
  j. Phased migration approach to minimize downtime and ensure business continuity.
  k. Compatibility checks of migrated data with the new application's data structures and schemas.
  l. Ensuring the Business Continuity by maintaining the prevalent system till new is online.

An End-to-end, AI/ML Driven Investment Life Cycle Suit comprising of following modules:

Module 1: Pre Investment Services (Investment Planning Stage)

i. Use of AI/LLM-based tools to provide investors with customized reports and insights for making investment decisions.
ii. Integrate AI capabilities across modules such as sector analysis to provide data-driven suggestions.
iii. Provide a chatbot using Natural Language Processing (NLP) to answer investor questions and help them check which incentives apply to them.
iv. Upgrade the existing Know Your Approval (KYA) and Know Your Incentive (KYI) tools to improve their accuracy and usefulness.
v. Integrate AI to present Investible Project/ Opportunities to investors that shows location-wise and sector-specific opportunities aligned with various government initiatives.

Module 2: Land Identification

i. Provision of undertaking virtual site tours to be integrated in the Land Management module.
ii. Include a facility to apply for and download a Land Feasibility Report.
iii. Provide an end-to-end land allotment workflow, from identification to allotment, linked with the departments concerned.

Module 3: Proactive Governance

i. Enable auto-updates and reminders to investors for next steps like applying for incentives, renewal of approvals, inspections, etc.
ii. Provide multi-channel query system (web portal, mobile, helpline, WhatsApp) for investors to raise concerns or seek help.

Module 4: Document Management and Compliance

i. Integration of Digi Locker and Entity Locker for easy storage and retrieval of documents enabling a One Government approach and ensuring the documents to be sought only once in the entire investment lifecycle
ii. Investor Compliance Tracker module for tracking and generating reports for investment, inspections, renewals, self-certifications and other regulatory compliances related to department services.
iii. Comprehensive monitoring dashboards monitoring:
- Leads Generated
- Leads converted
- Investment mobilizedSDF
- Employment Generated
- Policy Performance
- Incentives Disbursed v/s Policy outlay
- District level investment scenario

Module 5: Aftercare

i. Provide automated updates to investors about policy changes and new schemes.
ii. Send notifications for upcoming events, review meetings, and stakeholder consultations.

iii. Enable a meeting request feature for investors to seek appointments with government officials through the portal.
iv. Add a Post-Investment Tracker to monitor milestones such as start of operations, employment creation, and project progress.

Module 6: Lead Monitoring & Investor Relationship CRM

i. AI/ML-based lead scoring to prioritize high-potential investment leads.
ii. Multi-stage lead nurturing workflows with automated follow-ups, reminders, and call-to-action triggers.
iii. Integration with multiple lead sources (Investors' Summit, roadshows, Invest India, industry associations).
iv. 360-degree investor profiles covering communication history, documents, approvals, land, and incentives.
v. Multi-channel communication (email, SMS, WhatsApp, portal notifications) integrated within CRM.
vi. Funnel analytics dashboard displaying lead progress, conversions, SLAs, and officer performance.
vii. Sentiment analysis and risk alerts for investors requiring special attention.
viii. Meeting scheduling, communication logs, and document exchange within CRM.
ix. CRM-based grievance redressal with escalation matrix and SLA tracking.

Module 7: GIS-Based Land & Investment Intelligence System

i. GIS-based Land Bank with multi-layer maps, infrastructure overlays, and real-time spatial analytics.
ii. Proximity analysis, buffer analysis, and suitability scoring tools for investors to assess ideal locations.
iii. Integration with HARSAC/ULB/TCP/HSIIDC and other geospatial repositories for seamless map data access.
iv. Real-time feeds such as traffic, weather, and hazard maps for risk assessment.
v. Route planning and logistics visualization to highlight connectivity to ports, highways, industrial corridors, and airports.
vi. Remote sensing and drone-based imagery for monitoring industrial zones and land status changes.
vii. 3D GIS visualization for industrial parks and clusters.
viii. GIS-based dashboards showing investment concentration, land availability, and infrastructure readiness.

Note:

- The selected bidder should develop the entire end to end IT application/system using Open-Source software (OSS) and Source code must be handed over to the department after completion of the O&M period.
- The IPR of complete IT system implemented under this project shall lie with the Department and shall be the sole proprietor of the IT system implemented.
- The Department of Industries & Commerce, Haryana shall have total and exclusive Intellectual Property Rights over the source code written for developing or customizing the IT application
- The Functional requirements for the project have been indicatively listed in above sections & shall not be treated as an exhaustive list of activities.

- However, it is the total responsibility of the System Integrator to analyze in detail the complete Functional requirements that should be required in Complete IT application, Haryana as well as other requirements of various statutory & regulatory authorities.
- These are to be finalize during system study phase & documented in detail in the comprehensive Functional Requirement Specifications (FRS) and System Requirement Specifications (SRS) documents to be prepared & submitted by the System Partner.
- All the modules covered in the existing Single Window System, along with the newly proposed modules mentioned in this proposal, will be designed and developed as per the "Single Window System Guidebook for States" document issued by Department for Promotion of Industry and Internal Trade (DPIIT), Government of India, for the implementation of BRAP Reform 2026. The same guidebook will be shared with the bidder at the commencement of the development work for this project and will form a part of this proposal. Prospective bidders can request for the "Single Window System Guidebook for States" from the department, if required, before submission of bid.
- Design and development of any additional modules, updates, dashboards, or functionalities required by the State/Central Departments or DPIIT, Government of India, will form a part of this proposal.

The following measures to be considered for the implementation of Invest Haryana Single Window Portal:

1. Compliance Standards: The development of the web application, mobile application, website, and portal design must adhere to the Guidelines for Indian Government Websites such as guidelines by the National Informatics Centre (NIC), The Guidelines for Government of India Websites (GIGW), World Wide Web Consortium (W3C) standards, and the Web Content Accessibility Guidelines (WCAG 3.0), as well as any other relevant, updated guidelines.
2. Secure Communication: The system must support secure data exchange through protected communication channel.
3. Analyse system performance regularly to identify bottlenecks and implement optimizations, such as load balancing or scaling infrastructure, to improve speed and reliability (Horizontal and vertical scalability)
4. The web portal and the mobile application is required to undergo a mandatory security audit (Safe to Host Certificate) every year by Computer Emergency Response Team (CERT)-In or by vendors empanelled by CERT.
5. Disaster recovery to ensure system resilience and data integrity
6. Security incident handling as per defined Service-level agreement (SLA)
7. Periodical (Quarterly) Vulnerability Assessment and Penetration Testing (VAPT assessment)
8. CI/CD (continuous integration and continuous deployment) pipelines using Jenkins or GitHub Actions to automate code build, test, and deployment.
9. API Gateway ensures secure, version-controlled, authenticated access to microservices.

1. Help-Desk

The selected System Integrator (SI) will be responsible for centralized support system assisting users with queries, technical issues, and service requests related to the web portal and mobile application of the Department. It will provide multi-channel support through phone, email, and an online ticketing system, ensuring efficient resolution of user concerns. The system will categorize issues based on priority levels and assign them to the relevant support teams for timely action. Ticketing portal must be provided by SI for internal usage.

Sl. No.	Positions	Qualifications & Experience	Job Responsibility	Persons Month
1	Helpdesk Executives– 4	Graduate/diploma.	To receive the calls and resolve queries related to portal	36 months (During O & M Phase)

2. Department's Responsibilities

Department shall co-operate with the selected Bidder in the following tasks/ duties:

i. Assign and intimate a SPOC for all communications and interactions necessary for the Bidder to carry out obligations under the contract
ii. Provide necessary data, reviews, approvals, payments to the Bidder and/ or as agreed by the Department within reasonable time limit
iii. Report/ escalate any technical issues in the Portal to the Bidder for resolution in timely manner
iv. Provide necessary support/ permission(s) for the installation of requisite software licenses provided/ procured by the SI for the operationalization of the web portal & mobile application.
v. Facilitate acceptance testing, certification, and roll-out of the project including any internal (organizational/ statutory) issues that need to be addressed for this purpose.

DISCLAIMER

- The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Department of Industries & Commerce, Haryana, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer and is only an invitation from the Department of Industries & Commerce, Haryana, to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. Department of Industries & Commerce, Haryana makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Department of Industries & Commerce, Haryana may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- This is not an offer by the Department of Industries & Commerce, Haryana, but only an invitation to bid in the selection process initiated by the Department of Industries & Commerce, Haryana. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Department of Industries & Commerce,

Haryana and the Bidder.

EVALUATION OF BIDS/ PROPOSALS

BID OPENING SESSION

The bids will be opened on the specified date, time and address. In the event of the specified date of bid opening being declared a holiday for Department of Industries & Commerce, Haryana, the Bids shall be opened at the same time and location on the next working day.

PROPOSAL EVALUATION PROCESS

1) Proposals will be evaluated by the Tender Committee (TC).
2) Department of Industries & Commerce, Haryana has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.
3) Department of Industries & Commerce, Haryana has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids.
4) Evaluations of bids will be only based on information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications requested by Department of Industries & Commerce, Haryana during the evaluation process.
5) During the time of the evaluation of the technical bid, Department of Industries & Commerce, Haryana may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.
6) The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for Department of Industries & Commerce, Haryana to state its requirements clearly and for the bidder to state its proposal more clearly.
7) The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time, Department of Industries & Commerce, Haryana has the right to make assumptions on the Technical submitted by the bidder and if such assumptions lead to disqualification of the Technical, Department of Industries & Commerce, Haryana is not accountable for these omissions.
8) All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between bidder and Department of Industries & Commerce, Haryana.

9) Evaluation of the bids will be done in the following sequence and as per the Checklist given in this RFP:
   a. Scrutiny of Tender fee & EMD and adherence to general guidelines
   b. Evaluation of Qualification/Eligibility
   c. Evaluation of Technical specifications

Technical Envelope

The Bidder shall submit all the documents as per formats provided in the document. While submitting the Technical Proposal, the Bidder shall ensure that:

a) All forms are submitted in the prescribed formats and signed by the prescribed signatories.
b) Power of Attorney, if applicable, is executed as per Applicable Laws.
c) Proposed approach and methodology.
d) Failure to comply with the requirements spelt out shall make the proposal liable to be rejected.

The Technical Proposal shall not include any financial information relating to the Financial Proposal.

Financial Envelope

- The Bidder MUST submit the financial proposal as per format provided in the RFP document. The Bidder shall indicate the total cost of the Project in Format of Financial Bid in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. The bidder must submit the financial proposal as per the format specified, any deviation from the format may lead to disqualification of the bidder.
- While submitting the Financial Proposal, the Bidder shall ensure the following:

  a) Adherence to the format specified in the RFP.

  b) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the resources (Expatriate and Resident, in the field, office etc.), accommodation, airfare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  c) The Financial Proposal shall consider all expenses and tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

  d) Costs shall be expressed in INR.

  e) Format for financial bid is provided in the annexure.

DISQUALIFICATIONS

Department of Industries & Commerce, Haryana may at its sole discretion and at any time during the evaluation of Proposals, disqualify any Bidder, if the Bidder has:

a. Made any misleading or false representations in the forms, statements and attachments submitted in its bid.
b. Submitted a proposal that is not accompanied by required documentation or is

nonresponsive.

c. Failed to provide clarifications related thereto, when sought.
d. Submitted more than one Proposal (directly/in-directly).
e. Declared ineligible by the Government of India/State/UT Government for
   i. corrupt and fraudulent practices or blacklisted.
   ii. Submitted a proposal with price adjustment/variation provision.
f. Not submitted as specified in the RFP documents.
g. Not submitted the Letter of Authorization (Power of Attorney/Board of Directors resolution-BOD).
h. Suppressed any details related to bid.
i. Submitted incomplete information, subjective, conditional offers, and partial offers.
j. Not submitted documents as requested in the checklists/RFP.
k. Submitted bid with lesser validity period.
l. Any non-adherence/non-compliance to applicable RFP content.

EVALUATION OF PRE-QUALIFICATION BIDS

For the evaluation of Pre-Qualification Bids, the documentation furnished by the Bidders will be examined to check if all the eligibility requirements and furnished in accordance with the formats supplied are met.

a. The Department of Industries & Commerce, Haryana may ask the Bidder for additional information whenever committee feels that such information would be required. This may also include reference checks to verify credentials supplied by the Bidder.
b. Proposals not meeting pre-qualification criteria will not be processed further for technical evaluation.

EVALUATION OF TECHNICAL BIDS

1. Technical Proposals would be evaluated only for those Bidders who qualify for the qualification evaluation.
2. The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria.
3. Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.

Consequent upon the evaluation as per technical evaluation criteria, each technical bid will be assigned a Technical Score out of a maximum of 100 points.

Annexure-IB

BID QUALIFICATION CRITERIA:

Before opening and evaluation of their technical proposals, bidders are expected to meet the following qualification criteria. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting qualification criteria are liable to be rejected summarily.

Sl. No	Qualification Eligibility Criteria	Documents Required
1.	The Bidder shall be a firm/ company/ partnership/ LLP/ proprietorship firm/institution registered under the Indian Companies Act, 1956 / the partnership Act, 1932/ Societies Registration Act, 1860/ LLP Act 2008 and who have their registered offices in India. All subsidiary/ holding/ associate/ affiliates in India shall be treated as one entity. The firm should be operating since the last 5 years in India.	Copy of valid Certificates
2.	The bidder Should have an annual average turnover of at least INR 40 Crores from IT/ITES services in the last 3 financial years (2022-23, 2023-24 and 2024-25)	CA Certificate with CA's Registration Number/Seal
3.	The responding firm/agency here after referred as bidder– (a) Should have submitted Tender Fee of Rs. 1180 (non-refundable) shall be submitted online at the time of submission of bid through Debit Card or RTGS/NEFT or Net banking on e-tender portal. (b) Earnest Money Deposit (EMD): The Bidders shall furnish Earnest Money Deposit (EMD)of Rs 2,00,000 (Two lakhs only) shall be submitted online at the time of submission of bid through online Debit Card or RTGS/NEFT or Net banking on e-tender portal.	Online Rs 1180/- Online Rs 2,00,000/ (Attach Receipt)
4.	The bidder firm should have similar experience in development and implementation (completed/Ongoing) of IT/ITES/Software Solution for State Government/Central Government /Public Sector Undertaking (PSU) or their agencies having a project fee at least INR 2 Crores in the last 5 Years	Work Order + Client certificate/Payment proof/Work Order issued by Multilateral agencies/Scheduled Banks (Only where the end user is a government agency or Department).
5.	Capability of Human Resources Management: The bidder must have at least 100 on its payroll as on date of submission of bid.	Copy and Self Certificate duly signed by the designated authority and latest EPF ECR (Electronic Challan cum Return)

6.	The net worth of the Bidder for every year for last Three years (2022-23 ,2023-24 and 2024-25) should be Positive.	CA Certificate with CA's Registration Number/ Seal
7.	The service provider should have a physically verifiable registered office in India. The service provider should have valid Income Tax Returns for last 5 years	Copy of a valid certificate
8.	The service provider should have valid Provident Fund Registration Certificate, GST, PAN/TAN	Copy of valid Certificates
9.	The bidder must possess valid certifications as under: i. Quality:ISO9001:2008/2015 ii. Security:ISO27001:2013/2015/2022 iii. CMMI: Level3 or above	Copy of valid certificates to be provided
10.	The bidder should not have been blacklisted or barred or any such cases pending for blacklisting/debarment in any court of law by any State Government, Central Government or any other Public Sector Undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.	Self-declaration of clean track record

The proposals meeting the above qualification criteria will be evaluated as per the Technical Evaluation criteria. Agencies / firms should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in the absence of which their proposals may be rejected

Note:

1. *Joint Ventures/Consortiums are not allowed.*
2. *The evaluation of Technical Proposal of only those bidders who have qualified in the bid qualification criteria will be carried out. If the Technical proposals are found to be inadequate and do not correspond to the scope of service and terms of reference, they shall be summarily rejected.*

Technical Evaluation Criteria

Evaluation of the bidder/agency shall be done based on the following pattern:

Sr.no.	Particulars	Criteria	Marks
1.	No. of years of existence of company (as on date of publishing of RFP)	• Minimum 5 years of existence- 5 Marks • More than 5 years - One mark for each completed year upto10 Marks	10 Marks
2.	The bidder should have an average annual average turnover of INR 40 Crores from IT/ITES services in the last 3 financial years (2022-23, 2023-24 and 2024-25)	• More than 40 and up to 75 Crores- 5 Marks • More than 75 Crores - 10 Marks	10 Marks
3.	The Bidder firm should have similar experience in the development of end-to-end solution for Single Window System / IT/ Software Solution Design or Development for any of State/relevant Central Ministry with a minimum contract value of INR 2 Crores	• IT/Software Solution Design and development - 5 Marks • End to end Single Window System for any state/relevant Central Agency- 10 Marks Document required: Work Order + Client certificate/Payment proof/Work Order issued by Multilateral agencies/Scheduled Banks (Only where the end user is a government agency or Department).	15 Marks
4.	The Bidder Should have the following certifications at the time of Bidding: • CMMI L3: 5 Marks • CMMI L5: 10 Marks	Document required: Copy of valid Certificate	10 Marks
5.	Demonstrated by the presence of an office Chandigarh/Panchkula/Mohali/Delhi/NCR) with qualified full-time technical staff.	Document required: GST Certificate/ Leased Agreement	5 Marks
6.	At least Two completed engagements for any Board/ Corporation/ Department of Government of Haryana with a minimum contract value of INR 2 Crores	Document required: Work Order + Client certificate/Payment proof	5 Marks
7.	Evaluation of organizations human resources and strength.	• More than 100 and upto 150 full-time employees in company payroll - 3 marks • More than 150 employees – 5 marks Document required: HR Certificates	5 Marks

8.	Presentation on proposed services for design & development of web & mobile applications	To be decided by the evaluation panel. Parameters could be: • Understanding of requirements, challenges and constraints and understanding of scope of work.: 5 Marks • Approach and methodology: 10 Marks • Software Solution design and Architecture - coverage of functionality and scope, security, data management and technical features: 10 Marks • Demo of the proposed AI/ML Single Window solution for Invest Haryana:10 Marks • Proposed innovation and used of modern Technology and presenting at least 1- use case: 5 Marks	40 Marks

Minimum Qualifying Marks- 70

FINAL SCORE EVALUATION

1. Finale valuation shall be based on QCBS.

   Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (ST) in accordance to the marks obtained during the technical evaluation stage. There shall be 80% weightage to technical score and 20% weightage to financial score.

   The individual bidder's financial score (SF) will be evaluated as per the formula given below:

   SF = [Fmin/Fb]*100 (rounded off to 2 decimal places) where,

   SF= Normalized financial score of the bidder under consideration Fmin = Minimum financial quote among the technically qualified bidders Fb= Financial quote of the bidder under consideration

   Combined Score(S) = ST* 0.80+SF* 0.20

   Where ST = Technical score secured by the bidder.

   Where SF = Financial score secured by the bidder.

2. The bidder securing the highest evaluated Combined Score(S) will be awarded the contract observing due procedure.

3. In the event that two or more Bidders achieve the same combined score (the "Tie Bidders") for the Project, the Department of Industries & Commerce, Haryana may:

- adjudicate the bidder securing the highest technical score in the "Relevant Past Experience" Section of Technical Evaluation Table as the "Best responsive bid" for award of the Project;

- In Case there is again a tie in scores of the "Relevant Past Experience" Section of Technical Evaluation Table adjudicate the bidder securing the highest technical score in the "Resources Proposed for deployment" Section of Technical Evaluation Table as the "Best responsive bid" for award of the Project.

OR

- in its sole discretion, may annul the Bidding Process

Payment & Timelines

Payment Schedule till Go-Live

S. No	Description	Timeline	Payment Schedule	Deliverables
	Award of Contract/LOI	T		
1	Detailed Functional Requirement Study, System Requirements Study, and System Design for web portal and its mobile application, followed by the department's acceptance of the SRS.	T+0.5 Months	15%	• FRS/ SRS Documents • SDD • High Level Design/ Architecture Document
2	Design, development, implementation, configuration, integration, and testing of the web portal and mobile Application	T+2 Months	35%	• Testing Results/ Reports • Performance Test Reports
3	Deployment & Go-Live of complete Application with all modules as mentioned in the RFP and as decided by client on successful UAT by client along with data migration	T+5 Months	40%	• UAT certificate by the department
4	Training and Workshop for stakeholders	Upto T+12 Months	10%	• User Manuals (Documents and Videos)

Payment Schedule – O&M and Helpdesk

S. No	Description	Timeline	Payment Schedule
1.	Operations & Maintenance (O&M)	From Go-Live to 3 years	Operations & Maintenance (O&M) payment shall be released in 12 equal quarterly instalments over a period of 3 years.
2.	Helpdesk Support	From Go-Live to 6 months	After which the Helpdesk will be transferred to the Government. Helpdesk payment shall be released in 6 equal monthly instalments over a period of 6 months.

Note: "T" means date of issuance of Work Order or from the date of execution of Contract Agreement, whichever is later.

The operation and maintenance period may be extended by a period of 2 years after mutual discussions.

Changes Requests after SRS approval and additional trainings

In case of any additional trainings, changes, or activities that fall outside the approved SRS and are requested by the department, a well-organized change management process will be followed. This process ensures smooth integration and avoids unnecessary disruptions to the project. All such requests will be properly documented, evaluated for their impact on the project's scope, timeline, and budget, and will require approval from both parties before moving forward. A blended man/team effort will be required to handle these changes. Any out-of- scope tasks will be managed as separate work packages, with clear details on deliverables, timelines, and costs outlined in a change order agreement as per defined rate in HARTRON for the following roles:

Table-I

S. No.	Role	Nos.
1	Project Manager	1
2	Solution Architect	1
3	Domain/Functional Expert	1
4	Frontend Software Developer	2
5	Backend Software Developer	2
6	Mobile Application Developer	2
7	Developer for integrations	1
8	UI/UX Designer	1
9	Business Analyst	1

10	Data Analyst/Data Scientist	1
11	Database Administrator (DBA)	1
12	DevOps Engineer	1
13	QA/Testing Engineer	1
14	Helpdesk Executive at H.Q.	1
15	Per seat cost for offsite development	1

GENERAL TERMS AND CONDITIONS

The terms and conditions given in the RFP and subsequent corrigendum released by Department of Industries & Commerce, Haryana shall apply. These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. The main clauses are as follows:

SERVICE LEVEL REQUIREMENTS (SLR)

1. The System Integrator (SI) must follow Department of Industries & Commerce, Haryana, working hours, working days and holidays. The team / resources deployed should be available for any discussion / query / meeting (virtual or in-person) for the entire engagement period.

2. A delay of more than 5 working days in the software issue resolution date is highly discouraged. Thereafter, each delay of five working days would be treated as service failure.

3. In case any of the resource deployed does not meet the standards of the engagement, (which includes efficiency, cooperation, discipline and performance), the Department of Industries & Commerce, Haryana may ask for a replacement. The resource should be replaced within 7 days of intimation, with an equivalent or better qualified resource, subject to approval through suitable interaction, if necessary. Time for handing-over and handholding should be ensured by the consulting organization during the changeover. In such a case, no penalty for replacement / exit will be applicable. Failure to replace within 15 days would be treated as service failure.

4. The Project Lead of the resource team will provide monthly Progress Reports to the Department of Industries & Commerce, Haryana. Anticipated issues / risks should be mentioned clearly. Non-submission (on the due Date) of the report will be treated as service failure.

5. Industries Department, Haryana may serve a notice of two months for discontinuation of the Work, on account of failure on the agency's part in delivering services of the required quality. All dues would be cleared by the Department of Industries & Commerce, Haryana prior to the exit of the System Integrator.

6. Any changes in the development of the software application for a period of One (1) Year from the date of Go-Live of application will be the responsibility of the system Integrator (SI) for which no change request/charges shall be paid to the System Integrator.

7. For any delay in achieving a project milestone, a penalty of 0.5% of the project cost per service shall be imposed.

Service level Requirement (SLR) Parameters for O&M:

Severity	Description	Initial Response	Temporary Resolution	Permanent resolution	Penalty
Sev 1	Issues which are critical and impact All users of the system	30 mins	4 hours	1 days	0.5% of Quarterly O&M project cost
Sev 2	Issues which are critical and impact some users of the system and non business critical applications	2 hours	8 hours	5 days	
Sev 3	Issues which are non critical and impact non business critical applications	4 hours	1 days	10 days	

ONE PROPOSAL PER BIDDER

Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified.

COST OF PROPOSAL

The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and the Department of Industries & Commerce, Haryana will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

AMENDMENT OF RFP DOCUMENTS

At any time prior to the deadline for submission of Proposal, the Department of Industries & Commerce, Haryana may amend the RFP document by issuing suitable Addendum. Any addendum/corrigendum thus issued shall be part of the Tender document and shall also be posted online at https://etenders.hry.nic.in/nicgep/app. No claim will be entertained or accepted regarding non-receipt of addendum/corrigendum. To give bidders reasonable time in which to take an Addendum into account in preparing their Proposals, the Client shall extend, if necessary, the deadline for submission of Proposals.

LIMITS ON PROMOTION

The bidder will not make any reference to the department or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the authorized representative of the Department of Industries & Commerce, Haryana. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the department field offices through any kinds of hoardings, banners or the like without the express prior written consent of the same.

USE & RELEASE OF BIDDER SUBMISSIONS

Department of Industries & Commerce, Haryana is not liable for any cost incurred by the bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the Department of Industries & Commerce, Haryana and may be returned at its sole discretion. The content of each bidder's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.

DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals must be submitted online by the bidders no later than the time and date stipulated in the RFP. The authorized authority may, in exceptional circumstances and at his discretion, extend the deadline for submission of Proposals by issuing an Addendum or by intimating all bidders who have been provided the Proposal Documents, in writing or by facsimile or by email in accordance with the RFP requirements. In this case, all rights and obligations of the department and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. Hard copy of the bid must also be submitted by the bidder at following address: HEPC, Bays 63-66, Khadi Bhawan, Sector-2, Panchkula, Haryana-134112

LATE PROPOSALS

The e-procurement portal https://etenders.hry.nic.in/nicgep/app will not accept any proposal past the deadline date & time. Physical or Manual submission of proposals shall not be entertained after the deadline.

MODIFICATION AND WITHDRAWAL OF BIDS

- The bidder may modify or withdraw its Bid after the Bid's submission prior to the deadline prescribed for submission of online Bids.
- No Bid may be modified subsequent to the deadline for submission of Bids, without the explicit consent of the department. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

PRESENCE OF BIDDERS

The bidders may send their authorized representative in the bid opening process. Information relating to the examination & clarification may be sought from the Bidder at the time of technical evaluation. However, the Department of Industries & Commerce, Haryana reserves the right to not share the comparative analysis of proposals and marks allotted to the bidders until the award to the successful Bidder has been announced.

CORRECTION OF ERRORS

Bidders are advised to exercise greatest care in entering the pricing figures in the Bill of Quote (BoQ). No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened online. All corrections, if any, should be digitally signed by the person signing the bid form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of department, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

CONTACTING DEPARTMENT

Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal. Queries, requests if any regarding the bid should be forwarded to the RFP issuing authority at the address/e-mail-id specified in this RFP.

DISQUALIFICATION

The bid is liable to be disqualified if:

- Not submitted in accordance with this RFP.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of the Client to change the bid quote.
- The bidder puts his own conditions with the bid.
- Bid received in incomplete form or not accompanied by EMD and Tender document fee.
- Manual Bid received instead of online submission, unless authorized by the Client.
- Bid not accompanied by all requisite documents.

LIQUIDATED DAMAGES

- In the event Bidder fails to provide the Services in accordance with the Service Standard, Bidder shall be liable for penalty as per the terms and conditions of the agreement signed between the successful bidder, Department of Industries & Commerce, Haryana.
- Department of Industries & Commerce, Haryana. In the event Bidder fails to provide the Services in accordance with the Service Standard, Bidder shall be liable for penalty @5% of the total contract value.

- Department of Industries & Commerce, Haryana is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due as per clauses of this RFP.

TERMINATION OF CONTRACT TERMINATION FOR

DEFAULT

Department of Industries & Commerce, Haryana, without prejudice to any other remedy for breach of Contract or non- compliance with service levels, by written notice of default sent to the Bidder, may terminate the Contract fully or in part:

- If the selected Bidder fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the selected Bidder fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or
- If the Bidder/ selected Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

TERMINATION FOR INSOLVENCY

Department of Industries & Commerce, Haryana may at any time terminate the Contract by giving written notice to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department of Industries & Commerce, Haryana.

TERMINATION FOR CONVENIENCE

Department of Industries & Commerce, Haryana, by written notice sent to the successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for its convenience. In case of termination for convenience, Department of Industries & Commerce, Haryana would pay to the bidder cost of services provided till the date of the termination. The PBG in such a case would be refunded to the successful bidder.

FORCE MAJEURE

- The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the successful Bidder fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- If a Force Majeure situation arises, the successful Bidder shall promptly notify the authorized representative of Client in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of the Client in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

EXIT MANAGEMENT PURPOSE

- This clause sets out the provisions that will apply on expiry or termination of the contract.
- In the case of termination of contract due to illegality, Department of Industries & Commerce, Haryana will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
- The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the successful bidder, carry out their respective obligations set out in this Exit Management Clause.

COOPERATION AND PROVISION OF INFORMATION

During the exit management period:

- The bidder will allow Department of Industries & Commerce, Haryana or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- Promptly on reasonable request by the Department of Industries & Commerce, Haryana or its nominated agencies, the bidder shall provide access to and copies of all information held or controlled by it, which have been prepared or maintained in accordance with the contract. Department of Industries & Commerce, Haryana or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The vendor shall permit the Department of Industries & Commerce, Haryana or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.

CONFIDENTIAL INFORMATION, SECURITY AND DATA

The Bidder will promptly on the commencement of the exit management period supply to the Department of Industries & Commerce, Haryana or its nominated agencies the following:

- Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
- Documentation relating to Intellectual Property Rights; and

- Department of Industries & Commerce, Haryana data and confidential information; and
- All current and updated departmental data as is reasonably required for purposes of the Department of Industries & Commerce, Haryana or its nominated agencies transitioning the services to its replacement vendor in a readily available format; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Department of Industries & Commerce, Haryana or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the Department of Industries & Commerce, Haryana or its nominated agencies, or its Replacement Operator (as the case may be).
- Before the expiry of the exit management period, the Vendor shall deliver to the Department of Industries & Commerce, Haryana or its nominated agencies all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
- Before the expiry of the exit management period, unless otherwise provided under the contract, Department of Industries & Commerce, Haryana or its nominated agencies shall deliver to the Vendor all forms of confidential information which is in the possession or control of Department of Industries & Commerce, Haryana or its nominated agencies or its users.

EMPLOYEES

- Promptly on reasonable request at any time during the exit management period, firm shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Department of Industries & Commerce, Haryana or its nominated agencies a list of all employees (with job titles) of firm dedicated to providing the services at the commencement of the exit management period.
- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from firm to the Department of Industries & Commerce, Haryana or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of firm, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of firm, the Department of Industries & Commerce, Haryana or its nominated agencies, or its Replacement Vendor may make an offer of employment or contract for services to such employee of firm and the Vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the department or its nominated agencies or any Replacement Vendor.

TRANSFER OF CERTAIN AGREEMENTS

On request by Department of Industries & Commerce, Haryana or its nominated agencies, firm shall affect such assignments, transfers, innovations, licenses and sub-licenses as Department of Industries & Commerce, Haryana may require in favor of Department of Industries & Commerce, Haryana or its nominated agencies, or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between firm and third party lesser, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

RIGHT OF ACCESS TO PREMISES

- At any time during the exit management period, where Assets are located at firm's premises in relations to this project, firm will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) Department of Industries & Commerce, Haryana or its nominated agencies, and/or any Replacement Vendor.
- Firm shall also give Department of Industries & Commerce, Haryana or its nominated agencies, or any Replacement Vendor right of reasonable access to firm's premises and shall procure the Department of Industries & Commerce, Haryana or its nominated agencies and any Replacement Vendor rights of access to relevant third-party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to Department of Industries & Commerce, Haryana or its nominated agencies, or a Replacement Vendor.

GENERAL OBLIGATIONS OF FIRM

- Firm shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to Department of Industries & Commerce, Haryana or its nominated agencies or its replacement Vendor and which firm has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any Vendor or associated entity is deemed to be in the possession or control of firm.
- Firm shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- Application Source Code along with complete database would be the property of Department of Industries & Commerce, Haryana and the development Company should hand over all admin, user Id password, hosting, database server details etc. to Department of Industries & Commerce, Haryana, along with all software details, deliverables etc. at the time of deployment of application for future use by Department of Industries & Commerce, Haryana. The successful vendor will relinquish all ownership

of the application developed to Department of Industries & Commerce, Haryana.

EXIT MANAGEMENT PLAN

- Firm shall provide to Department of Industries & Commerce, Haryana or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work.

    - A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
    - Plans for communication with such of firm's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on DOH operations as a result of undertaking the transfer; and
    - If applicable, proposed arrangements for the segregation of Firm's networks from the networks employed by Department of Industries & Commerce, Haryana or its nominated agencies and identification of specific security tasks necessary at termination; and
    - Plans for provision of contingent support to the Department of Industries & Commerce, Haryana or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- Firm shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- Each Exit Management Plan shall be presented by firm to and approved by Department of Industries & Commerce, Haryana or its nominated agencies.
- In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
- During the exit management period, the firm shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- This Exit Management plan shall be furnished in writing to the Department of Industries & Commerce, Haryana or its nominated agencies within 90 days from the Effective Date of the contract.

CONFIDENTIALITY

- Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to project the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential

information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties

- These restrictions will not apply to any information which:
  - is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
  - is acquired from a third party who owes no obligation of confidential in respect of the information;
    or
  - is or has been independently developed by this recipient or was known to it prior to the receipt.
- Notwithstanding to the above-mentioned clauses, either party may disclose confidential information of the other to its insurers, legal advisors, or any third party where required to do so by law or where there is a legal right, duty, or obligation to disclose. Provided that, where reasonably practicable, and without breaching any legal or regulatory requirement, the disclosing party shall provide at least two business days' written notice to the other party prior to such disclosure.
- Without prejudice to the foregoing provision of this Clause above the firm may cite the performance of the services to clients and projective clients as an indication of its experience.
- The firm shall not, without State prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the FIRM in the performance of the work order.
- Any violation of confidentiality, security, or data protection obligations by the Firm, the Department of Industries & Commerce, Haryana ("the Department") may take appropriate action, including disqualifying the Firm from ongoing and future tender or RFP participation, terminating the contract without obligation to the Department, seizing performance security, earnest money deposit, or other financial guarantees, and initiation of legal proceedings for civil and/or criminal liability under applicable laws, including but not limited to the Information Technology Act, 2000.
- The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

RESPONSIBILITY FOR SAFE CUSTODY AND INTEGRITY OF DATA

- The firm shall not, without prior written consent from Department of Industries & Commerce, Haryana, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or

  information furnished by or on behalf of the Department of Industries & Commerce, Haryana in connection therewith, to any person other than a person employed by the firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- The firm shall not, without prior written consent of Department of Industries & Commerce, Haryana make use of any document or information made available for the project, except for purposes of performing the Contract.

- All project related documents issued by Department of Industries & Commerce, Haryana, other than the Contract itself, shall remain the property of the Department of Industries & Commerce, Haryana and shall be returned (in all copies) to Department of Industries & Commerce, Haryana on completion of the firm's performance under the Contract if so required by the Department of Industries & Commerce, Haryana.

CONTRACT AMENDMENT

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

NOTICES

- Any notice or other document, which may be given by either Party under this SLA, shall be given in writing and signed by the duly authorized representatives of the Parties. The notice or document may be given either in person or by pre-paid recorded delivery post or by facsimile transmission or by e-mail. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.
- In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.
- Immediately on signing of Agreement, firm will appoint its duly authorized representative/ nodal person who will be taking/ sending notices on behalf of firm and will be responsible for deliverables, communication with Department of Industries & Commerce, Haryana. The firm will confirm in writing the name of nodal person to Department of Industries & Commerce, Haryana along with his/ her official email address. Similarly, Department of Industries & Commerce, Haryana will appoint nodal officer and inform firm.

INTERPRETATION OF CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in the bid document, Department of Industries & Commerce, Haryana's interpretation of the clauses shall be final and binding on all parties.

THIRD PARTY CLAIMS

- The firm (the "Indemnifying Party") undertakes to indemnify the Department of Industries & Commerce, Haryana (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible property.

The firm shall indemnify Department of Industries & Commerce, Haryana against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

Annexure-IC

Sr. No.	Name of the Document	Status of Submission (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal
1	Submit a copy of Proposal Covering Letter as given in Annexure-14		
2	Submit a copy of Power of Attorney as given in Annexure-15		
3	Submit a copy of Financial Proposal as given in Annexure-16		
4	Submit a copy of Performance Guarantee as given in Annexure-17		
5	Submit a copy of Professional Experience as given in Annexure-18		
6	Submit a copy of Financial Turnover for last 3 financial years as given in Annexure-19		
7	Submit a copy of Self-Declaration: Not Blacklisted/Debarred as given in Annexure-13		
8	Submit a copy of the valid Certificates as given in Annexure-IB at Sr. No. 1.		
9	Submit a copy of the valid CA Certificate with CA's Registration Number/Seal as given in Annexure-IB at Sr. No. 2.		
9	Submit a Copy of Work Order + Client certificate/Payment proof/Work Order issued by Multilateral agencies/Scheduled Banks (Only where the end user is a government agency or Department) as given in Annexure-IB at Sr. No. 4.		
10.	Submit a Copy and Self Certificate duly signed by the designated authority and latest EPF ECR (Electronic Challan cum Return) as given in Annexure-IB at Sr. No. 5.		

11.	Submit a copy of CA Certificate with CA's Registration Number/ Seal as given in Annexure-IB at Sr. No. 6.		
12.	Submit a copy of a valid certificate as given in Annexure-IB at Sr. No. 7.		
13.	Submit a copy of a valid certificate as given in Annexure-IB at Sr. No. 8.		
14.	Submit a copy of a valid certificate as given in Annexure-IB at Sr. No. 9.		
15.	Submit a copy of a valid Self-declaration of clean track record as given in Annexure-IB at Sr. No. 10.		
16.	Submit a copy of 'Tender form' under Schedule 'B' of Supply		
17.	Submit a copy of other Annexures required. (As mentioned in this document)		
	i. ii. ……..		

Annexures

Annexure-I

Government of Haryana
Department of Industries & Commerce
Directorate of Supplies & Disposals

Government Order

No. 2/2/2010-4-IB-II Dated 18.06.2013

Subject: **Policy guidelines for procurement of Stores through Rate Contract System in substitution of G.O. No. 2/2/2010-4IB-II dated 20.04.2012.**

As the officers in all Government departments and organisations are aware, procurement of Store Items is undertaken through 'Specific Store Item Indents' and 'Rate Contracts'. While the processes for 'Specific Indents' are fairly well standardized by now, it has been observed on the basis of experience of previous years that the system of procurement through 'Rate Contracts' need to be standardized.

2. The procurement of stores through 'Rate Contracts' is resorted in the following cases:

(i) The said Store Item is required by multiple government departments/ organizations and it is not considered advisable to float individual tender inquiries by different departments/ organisations (e.g. Cement, Pipes, Vehicles etc.);

(ii) The stores are required either by multiple agencies and/ or throughout the year on an on-going requirement basis and it is difficult to assess/ freeze the quantity requirements upfront in the tender (e.g. Distribution Transformers, Electricity Meters, Cables, Conductor, DI Pipes, Jute Bags, Medicines etc).

(iii) The L_1 bidder may not have the manufacturing/ supplying capacity to execute the entire order (which may be the case in specific tenders also) or the indenting departments/ government may not consider it prudent to place the entire order on one single entity to minimize its risk/ dependence on a single source of supply.

3. It has also been observed that due diligence is lacking on the part of the Indenting Departments regarding their requirements of the store items against the proposed Rate Contract period whereas the same is feasible to a large extent keeping in view the budgetary provisions though it is appreciated that these quantities may need to be varied for unforeseen reasons. Further, where the rate contracts are operated for multiple departments/ organisations, there is need to standardize the 'Technical Specifications' (TS), 'Qualifying Requirements' (QRs), and other General Terms & Conditions of the Rate

Page 1 of 7

Government of Haryana
Department of Industries & Commerce
Directorate of Supplies & Disposals

Contracts (e.g. delivery periods, inspections and testing before acceptance of the Stores, payment clauses, provision for extension of period, Guarantee/ Warranty or AMC conditions (if applicable), penalties for delays, non-delivery or substandard quality etc. for the same. It is expedient in such cases to designate different Departments as the Lead Departments for determining the above parameters.

4. Keeping the above in view, following decisions have been taken:

(i) The process of determination of 'Technical Specifications' (TS), 'Qualifying Requirements' (QRs), and other General Terms & Conditions of the Rate Contracts (e.g. delivery periods, inspections and testing before acceptance of the Stores, payment clauses, provision for extension of period, Guarantee/ Warranty or AMC conditions (if applicable), penalties for delays, non-delivery or substandard quality etc. will be finalised through an inter-departmental consultative process as per the details given in **Annexure 'A'**.

(ii) Each indenting Department/ organisation shall indicate its minimum requirement of the store item during the rate contract period and the maximum estimated quantity, which should generally be not more than 1.5 times of the minimum quantity;

(iii) The Rate Contract Indents for the store items mentioned in **Annexure 'B'** shall be communicated to the DS&D Office by 15th March every year so as to ensure that the process for procurement of the aggregated requirement of all the government departments/ agencies is initiated immediately in the month of March itself. The cut-off date of 15th March has been decided keeping in view that the impact of the Union Budget is known by this time and the Departments are also generally aware of their budget provisions for the following year;

(iv) The price discovery for the Rate Contract shall be generally determined based on the rates quoted by the L_1 bidder and the negotiations, if any, held with the lowest bidder. However, the rate contract negotiations could be held up to L_3 bidder, if the difference between the L_1 quoted rates and those quoted by the L_2 and L_3 is within 5% of the L_1 quoted rates. In cases where the L_1 bidder refuses to further reduce his offered price and the L_2 or L_3 bidders come forward to offer a price which is better than the price offered by L_1 bidder, the bidder whose price is

Government of Haryana
Department of Industries & Commerce
Directorate of Supplies & Disposals

accepted becomes the L_1 bidder. However, in such a situation, the original L_1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L_1 bidder.

(v) On determination of the price discovery pursuant to the above process, a counter-offer would be made to all such eligible bidders whose quoted price is within 10% of the L_1 quoted price, for acceptance of the discovered/ offered price. Such of the eligible bidders whose quoted price exceeds 10% of the L_1 quoted price shall not be eligible for consideration on the Rate Contract.

(vi) The bidders, agreeing to accept the counter-offer of the discovered price following the above process, may be approved on the Rate Contract.

5. As regards apportionment of the quantity of supplies, the finally determined L_1 bidder would be accorded due preference and the allocation of order may go up to 50% of the total ordered quantity subject to his offered quantity/ capacity to supply. The balance order may be apportioned amongst the other bidders on the basis of their offered quantity, capacity to supply, past performance etc. which may be decided by the HPPC on case to case basis.

6. These guidelines shall be applicable to all cases of Rate Contracts to be considered by the HPPC after the date of issue of these guidelines

Y.S. Malik
Principal Secretary to Government of Haryana,
Industries & Commerce Department.

Page 3 of 7

Government of Haryana
Department of Industries & Commerce
Directorate of Supplies & Disposals

Annexure -A

Template for DNIT

The DNITs should be reviewed and re-designed along the following components/ parameters with a view to achieve standardisation:

Sr. No.	Details to be furnished by the Indenting Entity in their Indents	
1	Indenting Entity i.e. Department/ Organisation	
2	Description of the Store Items to be procured	
3	Rate Contract Item or Direct/ fixed quantity Indent Item	
4	Quantity (in case of fixed quantity indent)	
	Estimated quantity/value (in case of Rate Contract indent)	
5	Inventory position of the stores	
6	Period/duration for which rate contact is required	
7	Purpose for which the stores is/ are required	
8	Detailed Technical Specifications along with drawings and samples, if necessary (wherever ISI specifications exists, the same may be referred)	
9	Documents required to be submitted by the bidder in support of Technical Specifications viz. ISI/ISO Certificate, Test Report etc.	
10	Qualifying requirements/ Eligibility criteria of bidders	
11	Documents to be submitted by bidders in respect of each QRs/ Eligibility criteria	
12	Impact of Black-listing, debarring etc. of the bidder by Central Government/ Other State Governments/ Government Undertakings as on the last date of submission of bids	
13	Place(s)/ Destination where stores are required to be delivered [specify clearly as to whether the rates are to be invited on anywhere in Haryana basis or on specified destination(s) basis]	
14	Whether unloading of stores at destination(s) is to be arranged by the supplier	
15	Payment terms/ conditions	
16	Warranty/Guarantee requirements (Please specify clearly the period for which	

Page 4 of 7

Government of Haryana
Department of Industries & Commerce
Directorate of Supplies & Disposals

Sr. No.	Details to be furnished by the Indenting Entity in their Indents	
	Warranty/Guarantee is required including the obligations of the supplier during the Warranty/Guarantee period as well as the penal provisions in case the supplier(s) fail(s) to attend/ rectify/ replace within the required period)	
17	AMC/ CMC requirements (Please specify clearly the period for which AMC/ CMC is required including the obligations of the supplier during the AMC/ CMC period as well as the penal provisions in case the supplier(s) fail(s) to perform as per the requirement)	
18	Certificate to the effect that the indenting entity has resources/ capacity to use/operate and the installation, including site preparation would be complete ahead of delivery (in case the purchase is of equipment/machinery)	
19	Probable sources of supply	
20	Estimated cost of each store item	
21	Delivery Schedule/ period	
22	Name of Inspecting Authority/ Agency. In case, the inspection is to be done by a Third Party agency, whether the quoted rates should be inclusive of inspection fee/charges.	
23	Treatment/ consequences on failure of samples/ type tests/ Technical Specifications as per the Policy	
24	Inspection procedure (wherever ISI/ISO specifications exists, the inspection procedure provided therein may be referred)	
25	Any special condition(s) required to be mentioned	
26	Mode of purchase, including time to be given to bidders for submission of their bids	
27	In case of Imported items, whether the Entity has been exempted from payment of Customs Duty. If so, certificate to the effect may be recorded	
28	For Boards/ Corporations/ Federations etc.: Certificate that they would deposit 1% Departmental Charges to the Directorate of Supplies and Disposals, Haryana.	

Page 5 of 7

Government of Haryana
Department of Industries & Commerce
Directorate of Supplies & Disposals

Annexure -B

Nodal Departments

Following Departments are designated as the Nodal departments for determining the Technical Specifications (TSs), Qualifying Requirements (QRs), and other Terms & Conditions in respect of the following stores:

Sr. No.	Store Items	Lead/ Nodal Department	Indenting/ Procuring Departments
1.	Vehicles (except specific department related stores)	Transport Department	All Government Departments/ Organisations
2.	Cement	PWD (B&R)	All Government Departments/ Organisations
3.	Pipes & other items required for drinking water supply	PHED	PHED, PWD(B&R), HUDA, HSAMB, HSIIDC, Municipal Committees
4.	Bleaching Powder & other Water Purifying items, Manhole Covers & Frames, Sewer Cleaning Machines	PHED	PHED, HUDA, MCs
5.	Medicines & Medical Equipments	Health	Health, Medical institutions, Medical Colleges/ University
6.	DG sets, Road-rollers, and Furniture (except for Dual Desks & Computer Furniture)	PWD (B&R)	All Government Departments/ Organisations
7.	Polythene Covers, Tarpaulins, Cross Laminated Covers, Deltametherine, Aluminium phosphide, Mesh nets, Crates (Wooden/ plastic)	Food & Supplies & HAFED	Food & Supplies & other wheat procuring agencies viz HAFED, HWC, HAIC, Confed etc.
8.	Transformers, ACSR Conductors, Cables, Poles, Meters & other related items	Indenting Power Utilities	Power Utilities and other infrastructure agencies
9	Glassware items, Laboratory chemicals/ reagents, Filter paper	Health	Health, Education, Agriculture, Testing Laboratories, Medical Institutions & other institutions
11.	Dual Desks	School Education	Education, Industrial Training, Technical Education
12.	Computers, Laptops, UPS, Printers & other IT related items & consumables, and Computer Furniture	HARTRON	All Government Departments/ Organisations
13.	Bicycles, Sewing Machines, sports items etc.	School Education/ sports	Social Welfare, Labour, Education
14.	Air conditioners, Fans, Air/ Water Coolers	PWD (B&R)	All Government Departments/ Organisations
15	Printing Jobs, Paper & Stationary Supplies	Printing & Stationary	All Government Departments/ Organisations
16	Solar Energy based Equipments/system	HAREDA	All Governments/Organisations
17	Buses, Components/	Transport	Other User Departments such as

Page 6 of 7

Government of Haryana
Department of Industries & Commerce
Directorate of Supplies & Disposals

Sr. No.	Store Items	Lead/ Nodal Department	Indenting/ Procuring Departments
	material required for fabrication & maintenance of Buses, Oil & Lubricants, Tyres & Tubes, Batteries, Tyre Retreading material		Police, Three PWDs etc.
Note:	For any item(s) not covered above, the major consuming Department will act as the lead/ nodal department.		

Endst. No. 2/2/2010-4-IB-II **Dated, the 18th June, 2013**

A copy is forwarded to the following for information and necessary action:-

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments.
3. All the MDs/CEOs of Boards and Corporations.
4. All the Divisional Commissioners in the State of Haryana.
5. All the Deputy Commissioner in the State of Haryana.
6. Registrar, Punjab & Haryana High Court.

Bhupinder Malhotra
Superintendent IB-II,
for Principal Secretary to Government of Haryana,
Industries & Commerce Department

Endst. No. 2/2/2010-4-IB-II **Dated, the 18th June, 2013**

A copy each is forwarded to the Senior Secretaries/ Secretaries/ Private Secretaries to the Chief Minster/ Ministers for kind information of the Chief Minister/ Ministers.

Bhupinder Malhotra
Superintendent IB-II,
for Principal Secretary to Government of Haryana,
Industries & Commerce Department

Endst. No.2/2/2010-4-IB-II **Dated, the 18th June, 2013**

A copy is forwarded to the followings for information and necessary action:

1. Director, Supplies & Disposals, Haryana, Chandigarh.
2. The Principal Accountant General (Audit), Haryana, Sector 33, Chandigarh.

Bhupinder Malhotra
Superintendent IB-II,
for Principal Secretary to Government of Haryana,
Industries & Commerce Department

Page 7 of 7

Annexure-II

Government of Haryana
Department of Industries & Commerce
G. O. No. 2/2/2010-4 I BII dated 28 May 2010

From

Financial Commissioner and Principal
Secretary to Government of Haryana,
Industries & Commerce Department

To

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments.
3. All the MDs/CEOs of Board and Corporations.
4. All the Divisional Commissioners in the State of Haryana.
5. All the Deputy Commissioner in the State of Haryana.

Subject: Policy decisions/ guidelines on procurement of Stores through the Directorate of Supplies and Disposals - regarding.

A number of policy issues concerning the procurement of stores items have been under consideration of the Government for sometime in the past. Having considered the relevant issues, the Government has taken the following policy decisions with a view to further streamlining the process of procurement:

1. Procurement Plan:

It has been observed that the last quarter rush for the purchase of store items is not a prudent financial practice. The store items ought to be procured in a manner that the budgetary provisions for the same are utilized in an evenly spread manner throughout the year. As such, it is important that the Departments prepare their procurement plans for the year especially when the budgetary provisions are known to each and every department/ organization as soon as the Appropriation Bill is passed and the grants are communicated to all the line departments by the Finance Department. The Finance Department has already delegated the powers to issue financial/ administrative sanctions within the approved plan budget subject to such outflows being restricted to 20% of the annual plan budget during the first quarter, 25% of the plan budget during the second quarter, another 25% of the plan budget during the third quarter and 30% during the last quarter of the financial year. **Keeping the above in view, it has been decided that:**

i) Each and every department/organization shall consolidate its budgetary provisions for procurement of stores/ purchases under non-plan and plan budget for the year and **prepare a Procurement Plan by the 30th of April every year [30th June being the date for the current financial year i.e. 2010-11];**

Page 1 of 10

Government of Haryana
Department of Industries & Commerce
G. O. No. 2/2/2010-4 I BII dated 28 May 2010

ii) Based on the above procurement plans, **the Departments/ Organizations would send their self-contained indents of store items for the year to the DS&D latest by the 30th of June every year [31st July for the current year i.e. 2010-11].** The departments would ensure that they do not create a rush of work towards the end of June and send their indents to the DS&D spread out evenly during the three months from April to June;

iii) **The DS&D would process the indents received from the departments up to the 30th of April/ May/ June, as the case may be, by the 30th of July/ August/ September respectively.** The processing of indents by the DS&D would mean completing the process of tendering, analysis and decision-making for award of tenders/ placement of orders within the given time-lines.

2. Exception to the above schedule:

To the extent any indents are proposed within the budgetary provisions known to the line departments during the 1st week of April, no exceptions would be permissible to the above schedule. However, **the exceptions to the above schedule would be either in the cases where recourse has to be taken to re-tendering or the availability of additional funds is known during the course of the year.**

3. Rate Contracts - schedule thereof:

It has been observed that various supplier firms are found reluctant to submit their offers for Annual Rate Contracts (ARCs) during the last quarter of a financial year keeping in view the likely impact of the Union Budget on the pricing of the rate contract items. As such, it has been decided that **the Rate Contracts (RCs) for various items should have validity from 1st May to 30th of April of the following year.** Accordingly, it has further been decided to prescribe **the following schedule for finalization of rate contracts** of various items of the line departments:

i) Indents for the rate contract items to be operative from 1st May to 30th April of the following financial year would be sent **to the DS&D from 1st January to 15th of February.** The departments would indicate a realistic estimate of quantity of the order (derived from the actual quantity of store procured through RCs during the previous years) so as to optimize on the economies of scale;

ii) The Directorate of Supplies & Disposals would process all these indents and float the tenders for Rate Contracts by the 10th of March keeping in view

that the financial impact on account of the Union Budget, if any, would also be known by that time;

iii) The DS&D would process all the rate contract tenders by the 30th of April so as to enable the indenting departments to place their orders with effect from 1st of May onwards.

4. Standardization of Qualifying Requirements (QRs) / Eligibility Conditions:

The objective for prescribing QRs of the prospective bidders is to ensure quality and reliability of the supplies without inhibiting efficient price discovery through the process of competitive bidding. The Indenting Departments may, therefore, endeavor to specify the necessary Qualification Requirements (QRs)/ Eligibility Criterion for the bidders as well as the documents to authenticate the same, such as:

i) Number of years of experience;
ii) Annual turnover;
iii) Satisfactory supplies to consumers;
iv) Net Worth and installed capacity of the suppliers.

The QRs should not be restrictive in cases where the credentials of the potential suppliers are authenticated through a prescribed certification/ registration process [viz. BIS Certification/ ISI Mark/ registered with the competent authority that established its quality and capacity].

5. Technical Specifications of the Goods / Stores to be procured:

It has been observed that the Technical Specifications of the goods/ stores being procured are not being delineated with due diligence at the appropriate levels. The technical specifications need to have comprehensive and clear parameters that can be subjected through objective/analytical tests leaving no room for ambiguities. Further, the specifications should be framed with a view to encouraging competition rather than restricting/ discouraging the same. The quality standards including ISI Mark etc., wherever applicable, should be specifically mentioned. The indenting departments must ensure that the specifications are 'generalized' and, as far as possible, not 'manufacturer/ brand/ make' specific. If any specification is manufacturer/ brand/ make specific, the indenting department will have to give well-reasoned justification for the same. **Accordingly, it has been decided that the Technical Specifications of all store-items must be revisited at the level of HODs/MDs/CEOs of Indenting Departments and approved at the level of the concerned Administrative Secretary.**

Further, any change in technical specifications after publication of tender notice is normally not acceptable, unless cogent and well-justified reasons are given. Such changes should neither favour nor discriminate against some prospective bidder(s).

Government of Haryana
Department of Industries & Commerce
G. O. No. 2/2/2010-4 I BII dated 28 May 2010

6. Clear delineation of testing parameters:

The Indenting Departments should clearly delineate the provisions for testing of supplied goods/stores, i.e., the scientific parameters on which tests would be carried out, the sample/quantum of tests, the testing labs and as to who will bear the expenses on conducting the tests. While placing the supply order to the successful bidder, the Department is expected to clearly indicate the due date for delivery of the supplies. If any tests or inspections are prescribed before the commencement of supplies, the supply order should also contain the due date for offer of inspection by the successful bidder after taking into account the period required to complete the prescribed tests/inspections.

In case the material offered for inspection fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the order value. In case the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of EMD, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm. In case of steel based items or cement manufactured items, the desirability of embossing or engraving of the words 'Haryana Government' may be assessed so as to minimize any possible malpractices.

7. Warranty / AMC / CMC:

Product Warranty/ Annual Maintenance Contract/ Comprehensive Maintenance Contract/ availability of spares are desirable features in any Government indent. The NIT should indicate the period of Warranty (Repair or replacement)/ AMC / CMC preferred by the Indenting Department. The duration for which Warranty/ AMC/ CMC are being sought should be clearly spelt out in the indent. Wherever required, the bidders should be asked to confirm availability of spares of machine/ equipment from the manufacturer in the indent itself. Indenting departments shall evolve a mechanism to maintain records of such preventive/ call based services.

8. Availability of resource persons/ facilities to install and use the equipments - a pre-requisite:

It has been observed that in certain cases equipments/ machinery items are procured, but the same remain un-utilised for long periods. In some Departments, the purchased equipments were not put to use only because the user capacity/ resources were not available or there was a considerable time-lag between purchase and installation of the

equipment. **Hence, each indent for procurement of equipment/ machinery shall be accompanied by a certificate from the indenting organizations to the effect that:**

i) the organization has the resources/ capacity in position to use/operate the equipment; and

ii) the installation, including any site preparation, would be complete ahead of the delivery of the machinery/equipment.

9. Proprietary items / Cartel Formations:

In the case of proprietary nature of store items, the suppliers could take undue advantage of such situations. Some instances of cartelization by the manufacturer-suppliers have also been observed in the past. **It has, therefore, been decided that in case of proprietary items, the indenting departments should explore the possibilities of use of alternate products and Expert Committees should be constituted in this behalf immediately.** Similarly, the Indenting Departments may consider inviting global tenders to generate good competition in respect of such proprietary items.

A condition may be incorporated in the tender document that the EMD is liable to be forfeited in case of evidence of cartel formation by the bidder(s). Further, in cases where cartel formation amongst the manufacturer-suppliers is apparent, the concerned indenting departments are advised to file complaints with the Competition Commission of India and/ or other appropriate forums.

10. Substitute / new products:

A tendency of cartel formation has also been observed in case of supply of certain store-items, especially in cases where such items have been used historically in the absence of any identified possible substitutes. The Indenting Departments are expected to explore the alternate products in such cases. However, it has also been decided, as a matter of abundant caution, that **wherever an indenting Department proposes to introduce a new/ substitute product replacing the conventionally used items/ practices for the first time, such new item/practice should be tried on a pilot basis on a small scale to begin with.** A complete switch-over to the new product should be made only after trying/ testing & establishing the usability & acceptability of such new product/service under field/ ground conditions.

11. Rates should be basic rates + transportation/ delivery costs (net of taxes and duties):

The bidders may be required to quote the basic rates, the delivery/ transportation costs/ applicable taxes and duties, and the place of billing for the supply of stores clearly and separately.

Government of Haryana
Department of Industries & Commerce
G. O. No. 2/2/2010-4 I BII dated 28 May 2010

12. Procurement of material from approved sources, including Central/ Haryana State PSUs/ PSEs:

Purchase preference may be accorded to the approved sources, including Central or Haryana State Public Sector Undertakings/Enterprises, provided that such approved source takes part in the bidding process and the quoted prices of the approved source is within 10% of the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price. In case the Indenting Department wishes to place purchase order or rate contract with any "approved" source at rates higher than the lowest acceptable price from a source other than "approved" source, well-reasoned justifications for the same would have to be given.

Note: The latest list of "approved sources" is contained in order no. 6/3/2007-4IB-II dated 14.2.2008 of the Industries Department and is subject to further amendment from time to time.

13. Treatment of unreasonably low quotes - Enhancement of EMD and Performance Security Deposit:

It has been observed that the supplier firms may at times quote unreasonably low rates which are even below the analysis rates worked out by the Indenting departments. Such an eventuality is known to be resulting in non-execution of the supply contracts in respect of such items and the consequential follow up action of debarring/ blacklisting such supplier firms. Such a practice could also be traced to the stipulation of low rates of EMD of Rs. 2,000/- only, irrespective of the estimated value of the tender. Similarly, the security deposit @ 5% for order values up to Rs. 15 lakh and @ 2% for values exceeding Rs. 15 lakh could be responsible for encouraging such practices.

Keeping the above in view, and following the norms adopted by the DGS&D, GoI, **it has been decided that henceforth:**

i) The EMD would be @ 2% of the estimated value of the tender, subject to a ceiling of Rs. 2 lakh. The exact amount of EMD will be indicated in the tender notice;
ii) No EMD will be required for tenders of the value below Rs. 1.00 lakh;
iii) Central or Haryana Public Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana, would be exempt from the deposit of EMD;
iv) The performance Security Deposit of the successful tenderer shall be uniformly @ 10% of the order value or estimated value of rate contract as per DGS&D norms.

Government of Haryana
Department of Industries & Commerce
G. O. No. 2/2/2010-4 I BII dated 28 May 2010

14. Negotiations - the revised process:

i) At present, the negotiations are being held at the level of HPPC/ SHPCC with the three lowest bidders [L_1 to L_3]. While one may draw some satisfaction of procuring goods and stores at "reasonable" rates following the process of negotiations, the bidders have not been found to be quoting their best rates and invariably keep a margin for reduction of their rates during the process of negotiations. As such, the suppliers firms have not been found to be quoting their best rates in the first instance itself.

ii) Keeping the above in view, it has been decided to dispense with the practice of holding negotiations with the three lowest supplier firms henceforth in respect of tenders invited after the issue of these guidelines and the procurement of store items would be decided on the basis of rates quoted by the supplier firms.
Wherever the indenting department and the DS&D are of the considered view that the rates quoted by the bidders, including those quoted by L_1 are not reasonable, **the negotiations would be held only with the L_1 and a counter-offer made to the L_1. In case the L_1 bidder does not accept the counter offer, the tender would be dropped and recourse taken to invite fresh tenders.** Further, in case the L_1 does not have the capability/ capacity to execute the complete order, the supply order in excess of the quantity quoted by L_1 could be placed with L_2 on the rates quoted by L_1. Similarly, if the L_2 is also found to be reluctant to supply the stores at such counter offers or the combined capacity of L_1 and L_2 does not meet the supply of complete order, the balance supply order could be placed on L_3 at the rates offered by L_1.

15. Purchase Preference:

Purchase preference upto 50% of the tendered quantities may be allowed to the Industrial Units located in Haryana on the lowest valid rates, provided:

- The manufacturer-firm claims purchase preference in the tender;
- The firm submits the registration certificate for the quoted items and valid purchase preference certificate issued by Industries Department along with the tender;
- The firm submits an undertaking that their sales office for the purpose of billing is based in Haryana and all the billings are/will be raised from Haryana only;
- The gross rates of the firm claiming Purchase Preference are not higher than 10% of the lowest valid gross rates received in tender and the Haryana based firm agrees to the lowest gross rates;

Government of Haryana
Department of Industries & Commerce
G. O. No. 2/2/2010-4 I BII dated 28 May 2010

Where more than one tenderer claim Purchase Preference and fulfill all the above conditions, 50% quantity covered under purchase preference may be divided between them on proportionate basis keeping in view the quantity/delivery period quoted by them.

16. Repeat Orders:

The existing system of placing repeat orders equal to the initially indented quantities with the same firm(s) on the basis of same rates is not a fair practice. As such, it has been decided that, excepting in the case of rate contracts, **the repeat orders should not be placed for more than 25% of the quantities involved in the original order**. In case the requirements of additional stores are larger than 25% of the original order, it should be indented afresh and go through a competitive tendering process.

17. Interest for delayed payments beyond the credit period:

The payments ought to be made to the supplier(s) within the stipulated period indicated in the supply order after successful delivery of stores to the Indenting Department, unless withheld for cogent reasons. However, it has been observed in some cases that payments are unduly delayed for unjustified reasons. The delayed system of payments in Government procurements is also one of the reasons for the bidders quoting higher rates. Such a practice, if not checked, leads to shying away of the credible/ reputed suppliers from quoting in Government tenders thus depriving the Government of quality supplies at economical rates. **Accordingly, it has been decided that delays in payments to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, would attract penal interest on the defaulting amount @ Rs. 25/- rupees per one lakh per day of delay beyond the stipulated credit period. Payment of such interests would be brought to the notice of the Administrative Secretary of the Department and call for fixation of responsibility**. It is further clarified that non-provision of adequate budget would be no ground for the delay in payments to the suppliers.

18. Constitution of Secretary Level Committees:

It has also been observed in certain cases that the Administrative Secretaries are not being kept in the loop while sending indents for procurement of stores/items by the HoDs. Keeping in view the systemic shortcomings in this behalf, **it has been decided that Departmental Committees headed by the concerned Administrative Secretaries would review and finalize the action items stated under above paras.**

19. Information sharing on penal action:

It has also been decided that the information regarding any penalties imposed on any supplier firm, such as de-barring/ black-listing by the line departments/ organizations,

should be shared with the office of Director, Supplies & Disposals, who would maintain a centralized data-base in this behalf in respect of various supplier firms.

20. Abolition of the Special High Powered Purchase Committee for Stores:

Presently, the process for procurement of a substantial number of store items, being of specialized/technical nature, is being steered by the respective organizations and such cases are placed before the SHPPC, wherein the representatives of the indenting organizations present their agenda items/ proposals. Some of the organizations/departments falling in these categories consist of the Transport Department, Power Utilities, HARTRON, HAREDA etc. Keeping in view the varying practices being followed by these Organisations/ Departments for procurements of store items under the aegis of the SHPPC and the need for bringing uniformity in such processes, **it has been decided to abolish the SHPPC**. All such purchase proposals would henceforth be processed and steered by the DS&D, who would lay down and follow a uniform protocol for procurement of stores in terms of time-frame for invitation of tenders, QRs of bidders, basis of rates invited, evaluation etc. It has further been decided that the indenting organization/ department would depute their Material Management/ Procurement staff at the disposal of the DS&D for this purpose for processing of their cases.

21. Strengthening the Directorate of Supplies & Disposals:

It has been decided that the Directorate of Supplies and Disposals would be suitably strengthened in terms of staff resources/ manpower/ modernized to measure up to the tasks in an appropriate manner. In order to achieve the stated objective, the DS&D will do the following:

i) Undertake an exercise in restructuring the Directorate with commensurate capacity building and complete the same within a period of three months;

ii) Create appropriate structures for R&D and data up-dation relevant to the functioning of the Directorate, and

iii) Implement the process of e-tendering within a period of three months;

22. Treatment of inconsistency between the Procurement Rules and Policy decisions:

The Procurement and Disposal Rules and the Manual of Office Procedure for Supplies and Disposal of Stores have become outdated and call for a complete review. As such, the above policy decisions may be inconsistent with certain set of rules and procedures in certain respects. The policy decisions taken herein will over-ride the

Government of Haryana
Department of Industries & Commerce
G. O. No. 2/2/2010-4 I BII dated 28 May 2010

provisions contained in the rules to the extent same are inconsistent with these decisions. It has been further decided that the above said policy decisions be implemented with immediate effect and an exercise for corresponding revision of rules be commenced simultaneously and completed within a period of one year. To that effect, the DS&D may engage a suitable 'Material Procurement and Management' consulting agency to undertake this task.

23. The above policy decisions/ guidelines shall be meticulously complied with/ followed by all concerned.

Joint Secretary,
for Financial Commissioner & Principal Secretary to
Government, Haryana, Industries & Commerce Department.

Endst. No. 2/2/2010-4 I BII Dated, the 28 May 2010

A copy is forwarded to the following for information and necessary action:

1. Director, Supplies & Disposals, Haryana, Chandigarh.
2. The Accountant General (Audit), Haryana, Chandigarh.

Joint Secretary,
for Financial Commissioner & Principal Secretary to
Government, Haryana, Industries & Commerce Department.

Endst. No. 2/2/2010-4 I BII Dated, the 28 May 2010

A copy each is forwarded to the Senior Secretaries / Secretaries / Private Secretaries to the Chief Minster / Ministers for kind information of the Chief Minister / Ministers.

Joint Secretary,
for Financial Commissioner & Principal Secretary to
Government, Haryana, Industries & Commerce Department.

Page 10 of 10

Annexure-6

Government of Haryana
Industries & Commerce Department
Directorate of Supplies & Disposals

Government Order
No.2/2/2010-4-IB-II dated 16th June 2014

Subject: Policy guidelines for procurement of Stores & Goods and Turnkey Contracts-negotiation regarding.

1. The Policy guidelines issued vide G. O. No. 2/2/2010-4-IB-II dated 28.5.2010 provides that the in procurement of store items, whererever the rates quoted by the bidders, including those quoted by L_1 are not reasonable, the negotiations would be held only with the L_1 and a counter-offer made to the L_1. In case the L_1 bidder does not accept the counter offer, the tender would be dropped and recourse taken to invite fresh tenders

While observing that in Rate Contracts, it may be difficult to assess the quantity at the indenting stage or the L_1 bidder may not have sufficient manufacturing capacity to meet the entire estimated requirement, Policy Guidelines dated 18.6.2013 were issued which provides that the price discovery for the Rate Contract shall generally be determined based on the rates quoted by the L_1 bidder and the negotiations, if any, held with the lowest bidder. However, the rate contract negotiations could be held up-to L_3 bidder, if the difference between the L_1 quoted rates and those quoted by the L_2 and L_3 is within 5% of the L_1 quoted rates. In cases where the L_1 bidder refuses to further reduce his offered price and the L_2 or L_3 bidders come forward to offer a price which is better than the price offered by L_1 bidder, the bidder whose price is accepted becomes the L_1 bidder. However, in such a situation the original L_1 bidder shall be given one more opportunity to match the discover price in case of acceptance, he would be treated as the L_1 bidder. It is further provided that on determination of the price discovery pursuant to the above process, a counter offer would be made to all such eligible bidders whose quoted price is within 10% of the L_1 quoted price for acceptance of the discovered/offered price. Such of the eligible bidders whose quoted price excess 10% of the L_1 quoted price shall not be eligible for consideration on the rate contract. The bidders

Government of Haryana
Industries & Commerce Department
Directorate of Supplies & Disposals

agreeing to accept the counter offer of the discovered price following the above process, may be approved on the Rate Contract. As regards apportionment of the quantity of supplies, the finally determined L_1 bidder would be accorded due preference and the allocation of order may got up to 50% of the total ordered quantity subject to his offered quantity/capacity to supply.

2. The proposals received from various Indenting Agencies have been considered wherein they have proposed that the negotiations policy as applicable in Rate Contracts, may also be followed for procurement of specific quantity of stores & turnkey contracts. One of the rationale put forth was that as per the existing guidelines on the subject, negotiations of rates could be held only with the L_1 bidder/s and if the L_1 bidder/s refuse to accept reasonable rates, there was no option but to go for re-tendering. The process of re-tendering took its own time and could not be afforded in critical service delivery areas. Besides this, there remained possibility of getting further higher rates in the re-invited tender.

3. Keeping the above in view, following decisions have been taken:

(i) The price discovery for cases relating to **purchase of specific quantity of Stores, Goods and award of Turnkey Contracts** shall be generally determined based on the rates quoted by the L_1 bidder if the quoted rates are found to be reasonable by the Indenting Department, and negotiations, if any, held with lowest bidder. However, the negotiations could be held up to L_3 bidder, if the difference between L_1 quoted rate and those quoted by L_2 & L_3 is within 5% of the L_1 quoted rate. In cases where the L_1 bidder refuses to further reduce his offered price and the L_2 or L_3 bidders come forward to offer a price which is better than the price offered by L_1 bidder, the bidder whose price is accepted becomes the L_1 bidder. However, in such a situation, the original L_1 bidder may be given one more opportunity to improve upon the discovered price.

Government of Haryana
Industries & Commerce Department
Directorate of Supplies & Disposals

In case, the original L_1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L_1 bidder.

(ii) As regards apportionment of the quantity of supplies, the finally determined L_1 bidder would be accorded due preference and the allocation of order may be decided by the HPPC subject to information available in the DNIT e.g. his offered quantity/capacity to supply, sales turnover, orders in hand, past performance etc. or any other rational parameters. The balance order may be apportioned between the L_2 & L_3 bidders, if they accept the final L_1 rates, on the basis of identical information e.g. their offered quantity, capacity to supply, sales turnover, orders in hand, past performance etc which may be decided by the HPPC on case to case basis.

4. As per policy guidelines dated 18.06.2013 qua the Rate Contracts, the finally determined L_1 bidder is to be accorded due preference and the allocation of order may go up to 50% of the total ordered quantity subject to his offered quantity/ capacity to supply. Further, the discovered rates are counter offered to all the bidders whose quoted price is within 10% of the L_1 price. The past experience has shown that there could be cases where the L_1 bidder may have a limited capacity of less than 50% of the estimated procurement quantities. Hence, these guidelines are revised in the following manner:

FOR RATE CONTRACT CASES:

(i) In cases where there is only one bidder for a particular item and the price quoted by such L_1 bidder is accepted by the indenting department as being reasonable, the order for the entire quantity qua such item could be placed on such bidder;

(ii) In cases where only two bidding firms are approved, the allocation

of quantity of the order may go up to 70% in favour of the L_1 bidder subject to the information available in the DNIT viz his offered capacity/capacity to produce/manufacture, orders/ commitments in hand and previous track record;

(iii) In case, more than two firms are approved, the L_1 bidder, whose finally discovered price becomes the basis for making counter-offers to other qualifying bidders, would continue to be accorded priority for allocation of share of quantities, which may go up to 50% of the total estimated quantity of the Rate Contract subject to his offered quantity, capacity to produce/ manufacture, orders/commitments in hand and previous track record;

(iv) In cases where there are more than one bidders consenting to accept the L_1 discovered price in response to the counter-offer, the quantities shall be allocated by the HPPC among L_2 & above approved bidders, as the case may be, based on the principles of (i) L_2/L_3 position (viz L_2 bidder shall be preferred over L_3 bidder & so on (ii) offered quantity, (iii) capacity to supply, (iv) Sales turnover, (v) orders in hand, and (vi) previous track record in execution of orders (as per the information available in the DNIT).

(v) It may not be necessary to make a counter-offer of the discovered price to all the bidders quoting within 10% of the L_1 quoted rates. Instead, such counter-offer may be restricted up-to L_3 if they have the capacity to meet the entire order. However, if the L_2 or L_3 bidders do not accept the counter offered rates, the counter offer in that case could also be extended to other bidders whose quoted rates are within 10% price range. This is likely to increase the competitiveness.

Government of Haryana
Industries & Commerce Department
Directorate of Supplies & Disposals

5. These guidelines shall be applicable to all cases of Rate Contracts, Fixed quantity purchases of Stores & Goods and Turnkey Contracts to be considered by the HPPC after the date of issue of these guidelines.

Y.S. Malik,
Addl. Chief Secretary to Government of Haryana,
Industries & Commerce Department

Endst. No.2/2/2010-4-IB-II Dated, the 16th June 2014

A copy is forwarded to the following for information :-

1. All the Administrative Secretaries to Government of Haryana.
2. All Heads of Departments.
3. All the MDs/CEOs of Boards and Corporations.
4. All the Divisional Commissioners in the State of Haryana.
5. All the Deputy Commissioners in the state of Haryana.
6. Registrar, Punjab & Haryana High Court.

Bhupinder Malhotra
Superintendent IB-II
For Addl. Chief Secretary to Government of Haryana,
Industries & Commerce Department

Endst. No.2/2/2010-4-IB-II Dated, the 16th June 2014

A copy is forwarded to the Director Supplies & Disposals, Haryana, Chandigarh w.r.t. his U.O. No. 383 dated 10.02.2014 for information and necessary action.

Bhupinder Malhotra
Superintendent IB-II
For Addl. Chief Secretary to Government of Haryana,
Industries & Commerce Department

Page 5 of 5

Annexure-7A

Government of Haryana
Finance Department

No:- 14/29/2023-6FA

From

The Additional Chief Secretary to Government of Haryana,
Finance Department

To

1. All the Administrative Secretaries to Government Haryana.
2. All the Heads of Departments, Statutory Bodies, Boards and Corporations.
4. The Registrar General, Punjab & Haryana High Court, Chandigarh.
5. All the Commissioners of Divisions, Ambala, Karnal, Faridabad, Gurugram, Hisar and Rohtak.
5. All the Deputy Commissioners and Sub Divisional Officers (Civil) in Haryana.
6. All the Chief Principal Secretary, Principal Secretary and Additional Principal Secretary/Officers on Special Duty/Senior Secretaries/Secretaries/ Private Secretaries for the information of Hon'ble Chief Minister, Deputy Chief Minister and Ministers of Haryana State.

Dated: 26.05.2023

Subject:- Amendment in negotiation policy in respect of Procurement of Goods/Stores (Fixed Purchase & Rate Contracts), Turnkey and Services.

Sir,

I am directed to invite your kind attention to the subject noted above and inform that the matter regarding amendment in negotiation policy of the State in respect of Procurement of Goods/Stores (Fixed Purchase & Rate Contracts), Turnkey and Services was under consideration of the State since some time. The matter has been considered and the following amendments as detailed below are made with immediate effect:-

Sr. No.	Govt. Order No. and Para	Existing procedure of negotiation	Proposed procedure of negotiation	
			Competency level	Procedure of negotiation in respect of procurements of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services
1	2/2/2010-4-IB-II dated 16.06.2014 Para-3(i)	"---------- *Para-3(i):- The price discovery for cases related to purchase of specific quantity of Stores, Goods and award of Turnkey Contracts shall be generally determined based on the rates quoted by the L_1 bidder if the quoted rates are found to be reasonable by the Indenting Departments, and negotiations, if any, held with the lowest bidder. However, the negotiation could be held upto L_3 bidder, if the different between the L_1 quoted rates and those*	Procurement Committees namely Standing Purchase Committee (Lower), Standing Purchase Committee (Higher) and Committee constituted for Procurement Of Consultant/ Consultancy vide Order No.2/1/2015-4IB-II dated	The price discovery for cases related to procurement of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services be determined based on the rates quoted by the L1 bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder (L1) only. The Committee will ensure the rates reasonability while finalizing the

Government of Haryana
Finance Department

		quoted by L_2 & L_3, is within 5% of the L_1 quoted rates. In cases where the L_1 bidder refuses to further reduce his offered price and the L_2 or L_3 bidders come forward to offer a price which is better than the price offered by L_1 bidder, the bidder whose price is accepted becomes the L_1 bidder. However, in such a situation, the original L_1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L_1 bidder further improve upon the price discovered during the negotiations, he would be treated as the L_1 bidder."	04.06.2015 for their respective scope	procurement.
2	2/2/2010-4-IB-II 18.06.2013 Para-4(iv)	*"---------- Para-4(iv):- The price discovery for Rate Contracts shall be generally determined based on the rates quoted by the L_1 bidder and negotiations, if any, held with the lowest bidder. However, the Rate Contract negotiation could be held upto L_3 bidder, if the different between the L_1 quoted rates and those quoted by L_2 & L_3, is within 5% of the L_1 quoted rates. In cases where the L_1 bidder refuses to further reduce his offered price and the L_2 or L_3 bidders come forward to offer a price which is better than the price offered by L_1 bidder, the bidder whose price is accepted becomes the L_1 bidder. However, in such a situation, the original L_1 bidder shall be given one more opportunity match the discovered price. In case of acceptance, he would be treated as the L_1 bidder* *(v) On determination of the price discovery pursuant to the above process, a counter - offer would be made to all such eligible bidders whose quoted price is within 10% of the L1 quoted price, for acceptance of the discover / offered price. Such of the eligible bidders whose quoted price exceed 10% of the L1 quoted price shall not be eligible for consideration of the Rate Contract.* *(vi) The bidders, agreeing to accept the counter-offer of the discover price following the above process, may be approved on the Rate Contract"*	Procurement Committees namely High Powered Purchase Committee (HPPC) constituted vide Order No.2/7/2014-4IB-II dated 10.12.2019 (and amended from time to time), Special High Powered Purchase Committee (SHPPC) constituted vide Order No.2/7/2006-4IBII dated 29.06.2011(and amended from time to time) and Department High Powered Purchase Committee (DHPPC) constituted vide Order No.2/1/2021-4IB-II dated 12.01.2021(and amended from time to time) for their respective scope.	The price discovery for cases related to procurement of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services may be generally determined based on the rates quoted by the L1 bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder. A. However, negotiation could be held upto four number of such bidder(s), in addition to L1 bidder in cases where there are bidders falling within 5% of the L1 bidder. In cases where the L1 bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improve upon the price discovered during the negotiations, he would be treated as the L1 bidder. B. In cases where there is no bidder within 5% of the L1 bidder:- (i) L2 bidder will be invariably called for negotiation in addition to the L1 bidder. (ii) L3 bidder will also be called, if it is so decided by the Minister-in-Charge, in addition to L1, L2 bidders.

The other provisions as contained in policy orders dated 18.06.2013 and 16.06.2014 will remain the same.

2. In addition to above, the Benefits/Concessions applicable to MSMEs/Startups of the State under "Purchase Preference" as contained in Govt. Order No. 2/2/2016-4I-BII

Government of Haryana
Finance Department

dated 13.08.2021 and 2/2/2016-4IB-II dated 03.01.2019 will also remain applicable in the amended negotiation provision as above.

The above instructions may be brought to the notice of all concerned for its implementation with immediate effect.

Pawan Kumar
Superintendent Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department

Endst. No. 14/29/2023-6FA Dated 26.05.2023

A copy is forwarded to the following for information and further necessary action:
1. The Principal Accountant General (A&E/Audit), Haryana, Chandigarh
2. The Director General, Supplies & Disposals Department, Panchkula. Original file is enclosed herewith.
3. The Director, Treasuries and Accounts Department, Haryana, Chandigarh.

Pawan Kumar
Superintendent Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department

CC:-
In-Charge, Computer Cell (FD)

Page 3 of 3

Annexure-9

ACS Industries

O/o DS & D, Haryana
CFMS No. 5707
Dated 27/7/16

Government of Haryana
Department of Industries & Commerce
G.O. No. 2/2/2016-4I-B II dated 25-7-2016

Dy. Director

O/o Pr. Secy. Ind./E & I.T.
Diary No. 8629/1
Dated 26/7/16

Subject: Grievance Redressal Mechanism for participating Bidders/ Firms in the e-Procurement of the State.

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process to bring more transparency in Public Procurement was under consideration of the State Government from some time. The matter has been considered and the following decisions are taken:-

1. A provision shall be made in the software of the Procurement Portal where all the bidders/ firms shall be asked to accept that they agree to all Qualifying Requirements (QRs)-Specifications/ Eligibility Criteria/ Terms & Conditions of the said DNIT. In case the bidder/ the firm does not accept the same, the software will not allow the bidder/ firm to proceed further in the procurement process.

2. A Grievance Redressal Mechanism for participating Bidders/ Firms shall be made an integral part of the DNIT for all type of Public Procurement as per the details given below:-

   (a) After the final scrutiny of the Technical Bids by the competent authority in Govt. Department/ Organization, the final status of the bidders being **As per NIT/ Not as per NIT** will be intimated to all the participating bidders/ firms within two days of the approval of proceeding of the final Technical Committee Meeting for the said tender. The decision will be conveyed to the bidders/ firms through electronically at their registered E-Mail ID/ Hard Copy

   (b) All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their **As per NIT/ Not as per NIT status.** They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason.

   (c) The tendering Department/ organization will examine the representation/ complaints so received from the bidders/ firms and take a final decision on the same within 5 working days. The five working days will be counted from 6th day to 10th working day of the total Grievance allotted duration of 10 working days.

   (d) After the completion of the Grievance allotted duration of 10 working days, the Financial Bid will be opened.

Page 1 of 2

4.

Government of Haryana
Department of Industries & Commerce
G.O. No. 2/2/2016-4I-B II dated 25-7-2016

(e) No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.

(f) In case, some serious issue is observed during the examination of representation/ complaint of the bidder/ firm as in Para (c) above, the same may be finalized/ filed or if required may be brought to the notice of High Powered Purchase Committee (HPPC)/ any competent authority during the finalization of the procurement."

The above instructions may be brought to the notice of all concerned.

Dated: 21-7-2016

(Devender Singh)
Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No.2/2/2016 4I-BII Dated, the 25-7-2016

A copy of the above is forwarded to the following for information and necessary action:-

1. All the Administrative Secretaries to Govt. Haryana.
2. All the Heads of Departments, Govt. of Haryana.
3. All the MDs/ CEOs of Boards/ Corporations/ Federations/ Universities in the State of Haryana.
4. All the Divisional Commissioners in the State of Haryana.
5. All Deputy Commissioner in the State of Haryana.

Ram Singh
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 2/2/2016 4I-BII Dated, the 25-7-2016

A copy of the above is forwarded to the following for information and necessary action:-

1. Director, Supplies & Disposals, Haryana, Panchkula.
2. Principal Accountant General (Audit), Haryana, Sector-33, Chandigarh.
3. ASIO, NIC, Haryana.

Ram Singh
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Page 2 of 2

Director General, Department of Industries & Commerce, Haryana
Address: 1st Floor, 30 Bays Building,
Sector 17 C, Chandigarh– 160017, Phone No. 0172-2701344
e-mail: - hepcharyana@gmail.com ,website:- https://haryanaindustries.gov.in

Annexure-9A

Government of Haryana
Department of Industries & Commerce

Notification

Dated 27th August, 2021

No. 2/2/2016-4I-B-II. The State Govt. vide its order No. 2/2/2016-4I-B-II dated 25.07.2016 had issued "Grievance Redressal Mechanism for participating Bidders/Firms in the e-Procurement of the State".

The matter regarding the competencies for the finalisation of representation/grievance received from the bidders/firms as contained in order dated 25.07.2016 has been reconsidered by the State and it has been decided to insert Para-3 after Para-2 of the said order as under:-

"3. For ensuring natural justice in the Grievance Redressal Mechanism, the competencies for the finalisation of representation/grievance received from the bidders/firms will be as under:-

Sr. No.	*Value and type of procurement cases*	*Competent authority for consideration and finalization of representation/ grievance received in the referred procurement case*
1	*Procurement cases related to Goods/Stores, Services, Consultancy Services, Turnkey and all types of works valuing less than Rs.35 Lakhs*	*HOD of the concerned Govt. Department/Agency*
2	*Procurement cases related to Goods/Stores, Services, Consultancy Services, Turnkey and all types of works valuing more than Rs.35 Lakhs to up to Rs. 1 Crores*	*Administrative Secretary to Govt. Haryana of the concerned Govt. Department/Agency*
3	*Procurement cases related to Goods/Stores, Services, Consultancy Services, Turnkey and all types of works valuing more than Rs. 1 Crores*	*A Committee as under:-* *(i) Administrative Secretary to Govt. Haryana Industries & Commerce Department - Chairman* *(ii) Director General, Supplies & Disposals - Member* *(iii) HOD of the concerned Govt. Department/Agency - Member Secretary*

The above instructions may be brought to the notice of all concerned for its implementation.

Dated, Chandigarh, the
20th August, 2021

Vijayendra Kumar
Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 2/2/2016-4I-B-II Dated 27.08.2021

A copy of the above is forwarded to the following for information and necessary action:-

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments, Govt. of Haryana.
3. All the MDs/ CEOs of Boards/ Corporations/ Federations in the State of Haryana.
4. All the Divisional Commissioners in the State of Haryana.
5. All Deputy Commissioner in the State of Haryana.
6. Registrar, Punjab & Haryana High Court.

Page **1** of **2**

Government of Haryana
Department of Industries & Commerce

1—7. Registrar, all Universities of the State.

Recieved
munich
27/08/2021

Superintendent Industries-II,
o/c for Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 2/2/2016-4I-B-II Dated 27.08.2021

A copy of the above is forwarded to the following for information and necessary action:-

HARYANA GOVT SECTT
AUG 2021
BRANCH

1. The Director General, Supplies & Disposals, Haryana, Panchkula.
2. The Principal Accountant General (Audit), Haryana, Sector-33, Chandigarh.

Superintendent Industries-II,
o/c for Principal Secretary to Government Haryana,
Industries & Commerce Department

Munich
27/08/2021

Endst. No. 2/2/2016-4I-B-II Dated 27.08.2021

A copy of the above is forwarded to the Controller, Printing & Stationery Department, Haryana, Chandigarh with the request that above notification may be published in Haryana Govt. Gazette Ordinary immediately and 50 copies thereof be supplied to this department.

Superintendent Industries-II,
o/c for Principal Secretary to Government Haryana,
Industries & Commerce Department

U.O. No. 2/2/2016-4I-B-II Dated 27.08.2021

A copy of the above is forwarded to Spl. Private Secretaries/ Private Secretaries to Minister of Industries & Commerce Haryana for information please.

27/8/21

Superintendent Industries-II,
o/c for Principal Secretary to Government Haryana,
Industries & Commerce Department

To,

Spl. Private Secretaries/
Private Secretaries to Minister of Industries & Commerce Haryana

U.O. No. 2/2/2016-4I-B-II Dated 27.08.2021

A copy of the above is forwarded to Sr. Spl. Private Secretaries/ Spl. Private Secretaries/ Private Secretaries to the Chief Minister/ Ministers for their kind information.

27/8/2021

Superintendent Industries-II,
o/c for Principal Secretary to Government Haryana,
Industries & Commerce Department

To,

Sr. Spl. Private Secretaries/ Spl. Private Secretaries/
Private Secretaries to the Chief Minister/ Ministers

Page **2** of **2**

Annexure-9B

Government of Haryana
Finance Department

No. 14/16/2023-6FA

From

The Additional Chief Secretary to Government of Haryana,
Finance Department

To

1. All the Administrative Secretaries to Government Haryana.
2. All the Heads of Departments, Statutory Bodies, Boards and Corporations.
4. The Registrar General, Punjab & Haryana High Court, Chandigarh.
5. All the Commissioners of Divisions, Ambala, Karnal, Faridabad, Gurugram, Hisar and Rohtak.
5. All the Deputy Commissioners and Sub Divisional Officers (Civil) in Haryana.
6. All the Chief Principal Secretary, Principal Secretary and Additional Principal Secretary/Officers on Special Duty/Senior Secretaries/Secretaries/ Private Secretaries for the information of Hon'ble Chief Minister, Deputy Chief Minister and Ministers of Haryana State.

Dated: 19.06.2023

Subject:- Grievance Redressal Mechanism for participating Bidders/Firms in the e-Procurement of the State - Amendment.

Sir,

I am directed to invite your kind attention to the subject noted above and inform that:-

1. The State Government vide its order No. 2/2/2016-4IB-II dated 25.07.2016 had issued guidelines related to Grievance Redressal Mechanism for participating bidders/firms in the e-procurement of the State.
2. Subsequently, the State Government vide its order No.2/2/2016-4IB-II dated 27.08.2021 decided the competent authorities for consideration and finalisation of representations/grievance received in the referred procurement case.
3. The State Government vide its Gazetted Notification No.6/4/2022-I dated 01.01.2023 under Para-8 had placed Directorate of Supplies & Disposals Haryana under the administrative control of Finance Department Haryana.
4. Accordingly, the State Government had considered the matter and the Committee as at Sr. No.3 of the Table of the notification dated 27.08.2021 is substituted as under:-

"

Sr. No	*Value and type of procurement cases*	*Proposed amendment in constitute of Committee*
3	*Procurement cases related to Goods/Stores, Services,*	*A Committee as under:-* *(i) Administrative Secretary to Govt. Haryana Finance*

Government of Haryana
Finance Department

	Consultancy, Services, Turnkey and all types of works valuing more than Rs. 1 Crores.	*Department- Chairperson.* *(ii) Administrative Secretary to Govt. Haryana Industries & Commerce Department- Co-Chairperson* *(iii) Director General, Supplies & Disposals as member* *(iv) HOD of the concerned Government Department/ Agency- Member Secretary.*

The above instructions may be brought to the notice of all concerned for its implementation with immediately effect.

Superintendent, Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department.

Endst No. 14/16/2023-6FA Dated 19.06.2023

A copy is forwarded to the following for information and further necessary action:

1. The Principal Accountant General (A&E/Audit), Haryana, Chandigarh
2. The Director General, Supplies & Disposals Department, Haryana, Panchkula.
3. The Director, Treasuries and Accounts Department, Haryana, Chandigarh.

Superintendent, Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department.

CC:-
In-Charge, Computer Cell (FD).

Annexure-11

e-office no = 189132
Dt = 18/11/2020

Government of Haryana
Department of Industries & Commerce

Notification

No. 02/08/2020-4IB-II Dated: 18 - 11 - 2020

Subject: Haryana State Public Procurement (Preference to Make in India) -2020

Whereas the Govt. of India vide its Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and as amended from time to time had notified, 'Public Procurement (Preference to Make in India), Order 2017" with the objective to focus on job creation & skill enhancement in the required sector of the economy, high quality standards and minimizing the impact on the environment and to attract capital & technological investment in the country, and

Whereas the State Government agree to the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas the procurement by the State Government is substantial in amount and can contribute towards this policy objective, and

Whereas the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

The matter has been considered by the State Government and it has been decided to "Make in India" concept as part of Public Procurement in the State. Accordingly, the Public Procurement in the State will be governed by this Order as under:-

1. **Definitions: For the purposes of this Order:**

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Department, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Finally determined L1' means the finally determined lowest price after following the negotiation policy of the State (wherever applicable).

1/10

Government of Haryana
Department of Industries & Commerce

'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

'Nodal Department' means the Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a department or attached or subordinate office of, or autonomous body controlled by, the Government of Haryana and includes Government companies as defined in the Companies Act.

'Works' means - (1) **Original works** means all new constructions, site preparation, additions and alterations to existing works, special repairs to newly purchased or previously abandoned buildings or structures, including remodeling or replacement. **(2) Minor works** mean works which add capital value to existing assets but do not create new assets. **(3) Repair works** means works undertaken to maintain building and fixtures. Works will also include services or goods incidental or consequential to the original or repair works. It will also include 'turnkey works'

2. **Margin of Purchase Preference**: The margin of purchase preference shall be 15 %.

3. **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Industries & Commerce Department. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Requirement of Purchase Preference:

a. Subject to the provisions of this Order and to any other specific instructions issued by the Nodal Departments or in pursuance of this Order, purchase preference shall be given to Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder

b. In the procurements of Goods or Works which are covered by paragraph 3(b) above and which are divisible in nature, the, the 'Class-I Local Supplier' shall get

2/10

purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Suppliers', as per the following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1 (Wherever applicable, the finally arrived L1 shall be obtained in case the procurement is within the scope of negotiation policy of the State). If L1 (wherever applicable, the finally arrived L1) is from a 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 Bid (wherever applicable, the finally arrived L1) is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's' quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of Goods or Works not covered by sub-paragraph 3(b) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the Class-I local supplier' shall get purchase preference over Class-II local supplier' as well as 'Non-Local Suppliers', as per the following procedure:-

i. Among all qualified bids, the lowest bid will be termed as L1 (Wherever applicable, the finally arrived L1 shall be obtained in case the procurement is within the scope of negotiation policy of the State). If L1 (Wherever applicable, the finally arrived L1) is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 (Wherever applicable, the finally arrived L1) is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price (Wherever applicable, the finally arrived L1 price), the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3/10

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'/'Non local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any Nodal Department finds that for any particular item, pertaining to their Nodal Department, the definition of Local Content, as defined in the order, is not workable/has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.

6. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

7. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

8. **Verification of local content:**

   a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the minimum local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall give details of the location(s) at which the local value addition is made.

   b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

   c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

   d. Nodal Departments may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

   e. Nodal Departments and procuring entities may prescribe fees for such complaints.

   f. False declarations, malpractices, bribery, fraud, misrepresentation, un-business like dealings, etc will be breach of the Code of Integrity under Chapter-14 - 'Penal

4/10

Action' of Manual of Officer Procedure for Supplies & Disposals of Stores -1985 along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9 (h) below.

h. The Supplies & Disposals Department shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Supplies & Disposals through the concerned Department or in some other manner,

ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9. Specifications in Tenders and other procurement solicitations:

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. If a Nodal Department is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Department. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

e. For the purpose of sub-paragraph 9 (d) above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or

5/10

ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

9A. **Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

10. **Assessment of supply base by Nodal Departments:** The Nodal Department shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

11. **Increase in minimum local content:** The Nodal Department may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

12. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Departments may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

    a. reduce the minimum local content below the prescribed level; or

    b. reduce the margin of purchase preference below 15%; or

    c. exempt any particular item or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

    A copy of every such order shall be provided to the Standing Committee and concerned Nodal Department. The Nodal Department concerned will continue to have the power to vary its notification on Minimum Local Content.

14. **Directions to Govt. Boards/Corporations/Universities/Societies/Companies etc:** In respect of such entity and other procuring entities not governed by the PFR, the Administrative Department shall issue policy directions requiring compliance with this Order.

6/10

15. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Sr. No.	Designation in the State Government	Designation in the Standing Committee
1	Administrative Secretary to Government Haryana, Industries & Commerce Department	Chairman
2	Administrative Secretary to Government Haryana, Electronics & IT Department	Member
3	Administrative Secretary of the Department concerned with a particular item in respect of issues relating to such item	member
4	Director, Industries & Commerce Department	Member
5	Director, Supplies & Disposals Department	Member - Convener

The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

16. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Departments and procuring entities.

b. shall annually assess and periodically monitor compliance with this Order

c. shall identify Nodal Departments and the allocation of items among them for issue of notifications on minimum local content

d. may require furnishing of details or returns regarding compliance with this Order and related matters

e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures

f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

17. **Removal of difficulties:** Nodal Departments and CEOs/MDs/BODs of Government entities may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

18. The Nodal Department and the allocation of items among them for issue of notification on minimum local content are as contained in **Annexure-I** of this order.

19. The purchase preference as provided to MSMEs in 'Haryana State Public Procurement Policy for MSMEs 2016' and Startups of the State as contained in 'Concessions/benefits in

7/18

Government of Haryana
Department of Industries & Commerce

Public Procurement to Startups/First generation Entrepreneurs in the State' will be applicable subject to their fulfillment of criteria of 'Class-I Local Supplier' & Class-I Local Supplier'.

21. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

The above instructions may be brought to the notice of all concerned.

Dated: 27.10.2020

Apoorva Kumar Singh
Principal Secretary to Government Haryana,
Industries & Commerce Department

Government of Haryana
Department of Industries & Commerce

Annexure-I

As per Provision under Para-18 of this policy, the following Departments will act as Nodal Department for issue of notification on minimum local content:-

Sr. No.	Name of the Nodal Department	Items for notification of minimum local contents
1	Transport Department	Vehicles (except specific Department related store), Buses, Components/material required for fabrication and maintenance of busses, Oil & lubricants, Tyres & Tubes, Batteries, Tyre Retreading Material
2	PWD (B&R)	All type of Cement, DG Sets, Road Rollers, Furniture (except for Dual Desk and Computer Furniture), Air Conditioners, Fans, Air/Water Coolers and other items required in electrical fittings in buildings.
3	PHED	Pipes and other items required for drinking water supply, Bleaching Powder and other water purifying items, Manhole Covers & Frames, Sewer Cleaning Machines
4	Food & Supply Department	Polythene Covers, Tarpaulins, Cross Laminated Covers, Deltametherine, Aluminium Phosphite, Mesh Nets, Crates (Wooden/Plastic)
5	Health Department	All Medicine and Medical Equipments
6	Power Department	Transformers, ACSR Conductors, Cables, Poles, Meters and all other Electrical Generation, Transmission, Distribution related items
7	School Education Department	Dual Desk, Chairs & Table required for educational purpose, Bicycle, Sewing Machine
8	E&IT Department	Computers, Laptops, UPS, Printers, other IT related items & Consumable and Computer Furniture
9	Printing & Stationery Department	Printing Job, Paper and Stationery Supplies
10	New and Renewable Energy Department	Solar Energy based Equipments/Systems
11	Skill Development & Industrial Training Department	Items/ Equipments/ Chemicals related to laboratories/ workshops in Schools and ITIs of the State.
12	Technical Education Department	Items/ Equipments/ Chemicals related to laboratories/workshops in Polytechnics of the State.
13	Animal Husbandry & Dairying Department	All medicines related to Animal Husbandry
Note: Any other Item(s) not covered above, the consuming Department will act as Nodal Department.		

9/10

Government of Haryana
Department of Industries & Commerce

Endst. No.02/08/2020-4IB-II Dated:

A copy of the above is forwarded to the following for information and necessary action:-

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments, Govt. of Haryana.
3. All the MDs/ CEOs of Boards/ Corporations/ Federations/Universities etc in the State of Haryana.
4. All the Divisional Commissioners in the State of Haryana.
5. All Deputy Commissioner in the State of Haryana.
6. Registrar, Punjab & Haryana High Court.

Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Dated: 18/11/2020

Endst. No.02/08/2020-4IB-II

A copy of the above is forwarded to the following for information and necessary action:-

1. Director General, Supplies & Disposals, Haryana, Panchkula.
2. Principal Accountant General (Audit), Haryana, Sector-33, Chandigarh.

Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Dated: 18/11/2020

Endst. No.02/08/2020-4IB-II

A copy of the above is forwarded to the Controller, Printing & Stationery Department, Haryana, Chandigarh with the request that above notification may be published in Haryana Govt. Gazette Ordinary immediately and 50 copies thereof be supplied to this department.

Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

*****

A copy of the above is forwarded to Sr. Spl. Private Secretaries/ Spl. Private Secretaries/ Private Secretaries to the Chief Minister/ Ministers for kind information of the Chief Minister/ Ministers.

Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

To,
Sr. Spl. Private Secretaries/ Spl. Private Secretaries/
Private Secretaries to the Chief Minister/ Ministers

U.O. No.02/08/2020-4IB-II Dated:

10/18

Director General, Department of Industries & Commerce, Haryana
Address: 1st Floor, 30 Bays Building,
Sector 17 C, Chandigarh– 160017, Phone No. 0172-2701344
e-mail: - hepcharyana@gmail.com ,website:- https://haryanaindustries.gov.in

Annexure-12

e-office no = 233492
DA = 10/11/2020

Government of Haryana
Department of Industries & Commerce
Notification

No. 02/09/2020-4IB-II Dated: 10/12/2020

AD(Admn)

Subject: **Restrictions in Public Procurement from bidders of Certain Countries.**

10/12

Pl upload a copy of same on dept website

Whereas the Govt. of India vide its Order No.6/18/2019-PPD (Ministry of Finance) dated 23.07.2020 and further orders in continuation of this, have provided for restrictions on procurement from bidders from a country or countries or class of countries on grounds of Defence of India or matters directly or indirectly related thereto including national security.

DSA

11/12/2020

Whereas the Govt. of India had decided under the 7th Schedule of the Constitution that the same restrictions be applied in respect of procurement by the State Governments, their Public Undertakings, Local Bodies and all agencies controlled by the State as well as PPP Projects receiving financing from State Government or State Govt. Public Sector Enterprises/Undertakings.

Whereas the Govt. of India has clarified that this may be treated as directions under Article 257 (1) of the Constitution.

EA-II

The matter has been considered by the State Government and it has been decided as under:-

1. That the procurement made by the State Government, its Public Undertakings, Local Bodies and all agencies controlled by the State as well as PPP Projects receiving financing from State Government or State Govt. Public Sector Enterprises/ Undertakings will be governed by the Ministry of Finance, Govt. of India Order No.6/18/2019-PPD dated 23.07.2020 on the subject cited above and further orders in continuation of this.

2. As per the provision contained under Annexure-I of Ministry of Finance, Govt. of India Order No.6/18/2019-PPD dated 23.07.2020, the competent authority for registration and the procedure for registration for the State will be as under:-

   A. The Competent Authority for the purpose of registration under the State Order shall be the Registration Committee constituted by the Department of Industries & Commerce Haryana.

   B. The Registration Committee shall have the following members:-

      i. An officer, not below the rank of Director, designated for this purpose by the State Government in Industries & Commerce Department Haryana, who shall be the Chairman.

      ii. Officers (ordinarily not below the rank of Secretary) representing the Home Department, Supplies & Disposals Department and of those Departments whose sectors are covered by applications under consideration;

Page 1 of 4

Government of Haryana
Department of Industries & Commerce
Notification

iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. Industries & Commerce Department Haryana shall lay down the method of application, format etc. for such bidders as stated in para 1 of GoI Order dated 23.07.2020.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of of GoI Order dated 23.07.2020, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

H. The Competent Authority is empowered to cancel the registration granted if it determines that there is sufficient cause. Such cancellation by itself, the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder still not be eligible to bid in any further tenders during the period of suspension.

I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

J. In transitional cases falling under para 3 of GoI Order dated 23.07.2020, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

K. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by Industries & Commerce Department Haryana."

This issues with the concurrence of Finance Department conveyed vide their U.O. No.

Government of Haryana
Department of Industries & Commerce
Notification

1/5/2019-4FD-III/2020/23983 of dated 11.11.2020.

The above instructions are brought to the notice of all concerned for its compliance with immediate effect.

Apoorva Kumar Singh
Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 02/09/2020-4IB-II **Dated, the 20.11.2020**

A copy of the above is forwarded to the following for information and necessary action:-

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments, Govt. of Haryana.
3. All the MDs/ CEOs of Boards/ Corporations/ Federations/Universities etc in the State of Haryana.
4. All the Divisional Commissioners in the State of Haryana.
5. All Deputy Commissioner in the State of Haryana.
6. Registrar, Punjab & Haryana High Court.

-sd-
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

U.O. No. 02/09/2020-4IB-II **Dated, the_____**

A copy of the above is forwarded to Sr. Spl. Private Secretaries/ Spl. Private Secretaries/ Private Secretaries to the Chief Minister/ Ministers for kind information of the Chief Minister/ Ministers.

-sd-
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

To,
Sr. Spl. Private Secretaries/ Spl. Private Secretaries/
Private Secretaries to the Chief Minister/ Ministers

U.O. No. 02/09/2020-4IB-II **Dated, the_____**

Government of Haryana
Department of Industries & Commerce
Notification

A copy of the above is forwarded to the Additional Chief Secretary to Government Haryana, Finance Department for information with reference to their U.O. No. 1/5/2019-4FD-III/2020/23983 of dated 11.11.2020.

-sd-
Superintendent Industries-II,
For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

To,

Administrative Secretary to Government Haryana,
Finance Department

Endst. No. 02/09/2020-4IB-II **Dated, the_____**

A copy of the above is forwarded to the following for information and necessary action:-

1. Director General, Supplies & Disposals, Haryana, Panchkula with reference to their single file note CFMS No.3565 dated 17.09.2020.
2. Principal Accountant General (Audit), Haryana, Sector-33, Chandigarh.

Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No. 02/09/2020-4IB-II **Dated, the** 10/12/2020

A copy of the above is forwarded to the Controller, Printing & Stationery Department, Haryana, Chandigarh with the request that above notification may be published in Haryana Govt. Gazette Ordinary immediately and 50 copies thereof be supplied to this department.

-sd-
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Page 4 of 4

Director General, Department of Industries & Commerce, Haryana
Address: 1st Floor, 30 Bays Building,
Sector 17 C, Chandigarh– 160017, Phone No. 0172-2701344
e-mail: - hepcharyana@gmail.com ,website:- https://haryanaindustries.gov.in

Annexure-13

PROFORMA REGARDING BLACKLISTING/DEBARRING AND FORFEITURE OF EMD/BANK GUARANTEE IN SHAPE OF AFFIDAVIT ON NON-JUDICIAL RS. 100/- STAMP PAPER DULY CERTIFIED BY THE NOTARY

It is certified that our firm [Name of the firm] has not been blacklisted / Debarred in Govt. Depts. / Boards/ Corporations/ Federations/ Agencies /any Autonomous Bodies in State of Haryana and other State/ Central Government Departments/ Agencies etc. as on the date of submission of the bid in the present tender.

It is further certified that no EMD/Bank Guarantee of our firm (Name of the firm) has been forfeited in last 02 years in Govt. Depts. / Agencies as referred above as on the date of submission of the bid in the present tender.

(Authorized Signatory)

Annexure – 14: Proposal Covering Letter

(On Bidder's letter head)

Date: DD/MM/YY

To,

The Director General,

Department of Industries & Commerce, Haryana

Subject: Design, Development, implementation and Maintenance of Unified Single Window System Web Portal and Mobile Application of Invest Haryana Portal (https://investharyana.in/) for Department of Industries & Commerce, Haryana.

Dear Sir,

We.....(Name of the Bidder) hereby submit our Proposal in response to notice inviting tender dated …….. and the RFP document no. dated……2025 and confirm that:

1. All information provided in this Proposal and in the Annexures along with the attachments thereto is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement or as may be required for supplementing or authenticating the Proposal, if requested by Department.
3. I/ We acknowledge the right of Department to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
5. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal.

6. We are quoting for all the services mentioned in the Scope of Work of the RFP.
7. Department of Industries, may contact the following person for further information regarding our Proposal:

a) Name and full address of office, Contact No., Email ID, Company Name

8. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

Yours sincerely,

Signature of Authorized Signatory
Full name
Designation
Name of the Bidder

Annexure – 15: Power of Attorney

(*To be provided in original as part of Technical Proposal on stamp paper of appropriate value and notarized*)

Dated: DD.MM.YYYY

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____(name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____(Name of the Person(s)), domiciled at _____(Address), acting as _____(Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of contract for "Design, Development, implementation and Maintenance of Unified Single Window System Web Portal and Mobile Application of Invest Haryana Portal (https://investharyana.in/) for Department of Industries & Commerce, Haryana."
involving the deliverables as per Agreement to be executed with Department of Industries, xxxx , vide Request of Proposal Document dated 2025, issued by Department of Industries, (the "Department"), including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by the Department or any governmental authority, representing us in all matters before the Department and generally dealing with Department in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For---------- (Signature)

(Name, Title and Address)
Accept
(Attested signature of Mr. _ __)
(Name, Title and Address of the Attorney)
Notes:

a) To be executed by the bidder on stamp paper of appropriate value and notarized.
b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter

documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

c) Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the executants(s).

Annexure – 16: Financial Proposal

We, <name of the agency>, offer to provide the services and deliver the envisaged scope as defined in this RFP. We, <name of the agency>, offer to provide the services and deliver the envisaged scope as defined in this RFP.

Section A:

Sr. No.	Components	Total Price (Excluding Taxes)	Taxes	Total Price (Including Taxes)
1.	Study, design, development and implementation of web portal & Mobile Application (including all the modules and data migration) as per scope defined			
2.	CERT IN Security Audit cost (Per Year)			
	Total Project Cost			

Section B:

Sr. No.	Components	%/Qty	Total Price (Excluding Taxes)	Taxes	Total Price (Including Taxes)
1.	Operational and Maintenance Cost for 1 Years in percentage (%) of total project cost	Up to 15%			
2.	Power BI or equivalent advanced visualization tool licenses – (Quantity-1) *If more licenses are required will be considered at this rate*	1			

Section A Cost will be considered for QCBS evaluation only.

Signature of Authorized Representative

Name:

Seal

Annexure - 17: Performance Guarantee

(To be issued by a Nationalized/ Scheduled Bank)

This Deed of Guarantee is executed at _____by _____ (Name of the Bank) having its Head/ Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns in favour of Director General, Industries, " " which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns).

Whereas M/s _____ a company/LLP formed under _____(specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the RFP document No._____ dated __/__/2025 issued by the Director General, Industries, xxxx, and selection of M/s_____ (hereinafter referred to as the "Selected Bidder/Consultant") vide Letter of Award No. _____ dated _____ valued at Rs._____ (Rupees in words), (hereinafter referred to as the "LoA") for providing consultancy services for "Design, Development, implementation and Maintenance of Unified Single Window System Web Portal and Mobile Application of Invest Haryana Portal (https://investharyana.in/) for Department of Industries & Commerce, Haryana." (hereinafter the "Assignment").

Whereas in terms of the LoA, the Selected Bidder/Consultant is required to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs._____/- (Rupees in words) by way of security for guaranteeing the due and faithful compliance of its obligations and provision of Services in accordance with the provisions of the RFP document read with the Agreement to be executed between the Director General, Industries, xxxx and the Selected Bidder/ Consultant.

Whereas, the Selected Bidder/ Consultant approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____Bank hereby guarantee as follows:

1. The Bidder shall execute the Assignment, in accordance with the terms and

subject to the conditions of the RFP document, LoA and the Agreement, and fulfil its obligations including provision of Services thereunder.

2. We, the Guarantor, shall, without demur, pay to the Director General, Industries, xxxx an amount not exceeding INR_ (Rupees _____ only) immediately upon receipt of a written demand therefor from the Director General, Industries, xxxx, stating that the Selected Bidder/ Consultant has failed to fulfil its obligations as stated in Clause 1 above.

3. The above payment shall be made by us without any reference to the Selected Bidder/ Consultant or any other person and irrespective of whether the claim of the Director General, Industries, xxxx is disputed by the Selected Bidder or not.

4. The Guarantee shall come into effect from_____(Start Date) and shall continue to be in full force and effect till its expiry at 17:00 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim from the Director General, Industries, xxxx under this Guarantee within the claim period of 365 days whichever is later. Any demand received by the Guarantor from the Director General, Industries, xxxx prior to the Expiry Date or claim period shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Director General, Industries, xxxx is paid.

5. In order to give effect to this Guarantee, the Director General, Industries, xxxx shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by the Director General, Industries, xxxx or by the extension of time of performance granted to the Selected Bidder/ Consultant or any postponement for any time of the power exercisable by the Director General, Industries, xxxx against the Selected Bidder/ Consultant or forebear or enforce any of the terms and conditions of the LoA and the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the Director General, Industries, xxxx or any indulgence by the Director General, Industries, xxxx to the Selected Bidder/ Consultant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and delivered by _____ Bank by the hand of Shri_____ its _____and authorized office.

Authorized Signatory _____

Bank

Annexure – 18: Professional Experience

Assignment Name:	
Name of Client:	
Approx. value of Contract:	
Location & Address:	
Duration of Assignment (months):	
Start Date (Month/Year): Completion Date (Month/Year)	
Narrative description of project:	
Actual Services provided:	

Annexure – 19: Financial Turnover for last 3 financial years

Certificate from Chartered Accountant

S. No.	Financial Year	Annual Turnover	Net Worth (in Rs. Crores)
1	2022-23		
2	2023-24		
3	2024-25		

Schedule B of supply (Tender Form)

Schedule B of supply (Tender Form)

TENDER FORM

DIRECTORATE OF SUPPLIES AND DISPOSALS, HARYANA

Instructions to Tenderers

I. Quotations must be enclosed in a properly sealed envelope addressed to the Directorate of Supplies & Disposals, Haryana, by designation and not by name. The quotations must be superscribed "Quotation for the supply of -_____during the year_____
as called for in tender notice dated " The quotations must reach the Directorate of Supplies & Disposals, Haryana, before _____AM/PM on the date mentioned in the tender notice.

2. In the event of the quotation being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a company, the quotations should be executed in the manner laid down in the said company's Articles of Association. The signatures on the quotations shall be deemed to be authorized signatures.

3. All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Quotations shall always be both in the figures and words. The words "No Quotations" should be written across any pr all of the item in the schedule for which a tenderer does not wish to tender.

4 Any commission in filing the columns of "units" and "rates" shall altogether debar a quotation form being considered .

5 All correction must be signed by the tenderers.

6. Samples must be sent of all items quoted for even when specifications or descriptions are laid down. Such samples must be sent freight paid or delivered free to the Directorate of Supplies & Disposals, Haryana. Each sample should bear a sealed label marked with the tenderer's name and address and reference to the items number in the schedule. All instructions regarding the samples specified in the notice

should be complied with. All samples except these against accepted quotations must be removed by the suppliers on a date to be specified by the Director Supplies & Disposals, Haryana, failing which the samples will become the property of Government and no claim therefore, will be considered. Loss of samples or damage or wear and tear or injury by testing, exposure, experiment, etc. shall be no ground for compensation in any form.

7. The tenderers shall deposit earnest money in the form of Call deposit receipt pledged to the Director Supplies & Disposals, Haryana, as under:-

(i) Where the estimated value of purchase is Upto Rs. 20,000/-. Rs. 500/-.

(ii) Where the estimated value of purchase is between Rs.20, 001/- and Rs 2 lacs. Rs. 1,000/-.

(iii) Where the estimated value of purchase is above Rs. 2 lacs. Rs 2,000/-.

The Earnest money must accompany the tender form without which offer will not be considered. The said amount will be regarded as forfeitable to Government if the successful tenderer fails, within the time fixed by the Director Supplies & Disposals, either to sign the contract on terms contained in the invitation for tender, its tender form quotation and conditions of contract referred to in the invitation of tenders or to deposit security referred to in clause 8 below.

8. The successful tenderers shall be required to deposit as security for due performance of the contract in the form of Demand Draft/Bank Draft pledged in favour of Director Supplies & Disposals, Haryana, as under:-

(i) Where the value of the supply order of the estimated value of rate contract is upto Rs. 15 lacs @ 5% of the value ,and

(ii) Where the value of the supply order of the estimated value of rate contract is above Rs. 15 lacs @ 2% of the value subject to a minimum of Rs 75,000 in the form of Demand Draft/Bank Draft.

In the case the security exceeds Rs 20,000 additional amount over and above Rs 20,000/- can also be deposited by the tenderers in the form of Bank guarantee on any Scheduled Bank Valid for a period of 6 months or more, from the date of expiry of the stipulated delivery period. The currency period of the Bank Guarantee shall have to be got extended by the tenderers, if so desired by the Director Supplies & Disposals, Haryana. The Earnest money will be adjustable towards security. The successful tenderers shall be required to deposit requisite amount of security within ten days from the date of issue of acceptance letter sent under registered cover or telegram. In case they fail to do so their offer shall be ignored. The amount of security shall be forfeited to Government, if the successful tenderers fails in the due performance of the contract."

9. The Director, Supplies & Disposals, Haryana will have the right of rejecting all or any of the quotations without assigning reasons.

10. No tender will be considered unless and until all the documents are properly signed.

11. The quotations will be regarded as constituting an offer or offers open to acceptance on whole or in part or parts at the discretion of Director, Supplies & Disposals, until the _____.

12. In the event of tender being accepted, the quotations will be converted into contract which will be governed by the conditions in pages 3 to 12 read with these instructions.

Read and accepted. Signature of Tenderer's

I/we hereby quote to supply the goods and materials specified in the under-written schedule in the manner in which and within the time specified as set forth in the conditions of contract at pages 3 to 12 at the rates given in the schedule below. The conditions on pages 3 to 12 will be binding upon me/us in the event of the acceptance of my /our tender.

I/we herewith enclose deposit receipt for a sum of Rs._____ as Earnest money and should I/we fail to execute an

agreement embodying the said conditions and deposit Earnest money as laid down in the form within 10 days of the acceptance of my/our tender. I/we hereby agree that the above sum of Earnest money shall be forfeited by the Director, Supplies & Disposals, Haryana.

SCHEDULE "A" OF RATES

Sr. No	General Description of Stores	I.S. Specifi-Cations No.	Tender Rate	Unit	Packing	Name of actual Manufacturer & country of manufacture.

"E & O.E"

All rate are for delivery F.O.R. _____

dated the _____ day of _____200_____

Signature _____

Address_____

N.B.- Please do not forget to fill in all the above columns.

SCHEDULE 'B'

CONDITIONS OF CONTRACT

This contract is to last from_____ to_____ but in the event of any breach of the agreement at any time on the part of the contractor, the contract may be terminated summarily by the Director Supplies & Disposals, Haryana without compensation to the contractor.

Any change in the Constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract.

1. No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt or acknowledgement or that of any partners subsequently accepted as above

shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

2. The contractor will supply nothing but genuine articles, e.g._____ described in column 2 of Schedule 'A' from time to time in such quantities as may be entered in the indents sent at rates set forth in column 4 of Schedule "A" for use in Offices/Institutions/Departments under the administrative control of Government of the Haryana, as may be required by the Indenting Offices mentioned in Schedule "C" to annexed, on behalf of the Government Requisitions from officers not mentioned in Schedule "C" hereto annexed should before compliance be sent in original to the Director, Supplies & Disposals, Haryana , for instructions and the officer concerned advised accordingly. No guarantee can be given as to the quantity which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores as detailed in the Schedule "A" which he requires to purchase, except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Government the contractor binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only.

3. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender approved by the Director, Supplies & Disposals, Haryana. The contractor shall be responsible for all complaints as regards the quality. In case of dispute regarding quality of articles, the decision of the Director, Supplies and Disposals, Haryana, will be final and binding on the contractor. It will be open to the Director, Supplies & Disposals, Haryana to send samples submitted by the tenderer/contractor to any laboratory for chemical analysis and the cost thereof will be borne by the tenderer/contractor.

4. The Director, Supplies & Disposals, Haryana, may be notice in writing call upon the contractor to supply additional articles to serve as sample, and upon such notice in writing the contractor shall at his own

cost be bound to supply additional samples, such additional samples being in all respect of the same quality as the sample first supplied.

5. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.

6. Unless when specially ordered otherwise in the order accompanying the indent all goods must be dispatched within 14 days of the receipt of indent by the contractor.

7. Condition as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.

8. (a) The Director, Supplies & Disposals, Haryana, or the Deputy/ Assistant Director, Supplies & Disposals, Haryana or any of the experts attached to the Industries Department of Haryana or the Indenting officer or any other officer or person duly authorized in writing by the Director, Supplies & Disposals, Haryana, shall have the power to inspect the stores, before, during or after manufactures, collection, dispatch, transit or arrival and to reject the same or any part or portion after the written approval of the Director ,Supplies & Disposals, Haryana, if he or they be not satisfied that the same is equal or according to the sample submitted by the contractor. The contractor shall not charge be paid or supplies rejected as above and such supplies shall be removed by the contractor at once and at his expense. He 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. Government shall be under no liability whatsoever for rejected and the same will be at the contractors' risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection, and failing such removal rejected goods be will at contractor's risk and Government may charge the contractor rent for the space occupied by such rejected goods.

(b) Super Inspection of stores, already inspected may be carried out at the discretion of the Director, Supplies and Disposals, by such

officer as may be authorized by him. The provisions of conditions 8 (a) will apply mutatis mutandis to the Super Inspection also.

9. The contractor shall provide without any extra charge all materials, tools labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost attendant thereon. In the case of stores inspected at maker's premises the maker shall provide all facilities including testing appliances, for making necessary tests other than special or independent tests .Failing these facilities at the own premises for making the tests the contractor shall bear the cost of carrying out test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores the aforesaid officer find it necessary to have the stores tested at the test house or laboratory, all expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within the ten days of the receipt of intimation in this behalf from the Inspecting Officer, the Director, Supplies & Disposals, shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days , the Director ,Supplies & Disposals, Haryana, may treat the default as a breach of the agreement and proceed under clause 17 of the agreement without further notice. Further, the aforesaid officer shall have the right to put all articles or material to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or off/or destroy a portion not exceeding 2 percent from each delivery for such purpose and the quantity so cut out or off and/or destroyed as aforesaid shall be replaced by the contractor free of charge.

10. Packing cases, containers, gunny packages, etc, which may be used for purposes of packing and which are delivered with stores will not be returned or paid for unless specially stipulated and then at contractor's expense.

11. Unless otherwise specified in a requisition, bills for the whole the goods referred to in each indent in triplicate, will be prepared and submitted by the contractor to the consignee for direct payment under intimation to the Director, Supplies & Disposals, Haryana. The full amount will be paid on receipt of stores in good condition after their verification as regards specifications etc.

Should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Director, Supplies & Disposals, Haryana. All such complaints should be give.

(i) the number and date of the requisition,
(ii) the designation of the requisitioning officer,
(iii) the designation and address of the consignee,
(iv) the designation and address of the officer to whom the bill was sent by the contractor
(v) the number and date of the bill and the date on which the bill was sent to the Officer mentioned in (iv) above,
(vi) full reference to reminders, if issued.

12. (i) With every dispatch of goods or material under the contract, invoices, in triplicate will be prepared by the contractor. Invoices, in duplicate, are to be sent by the contractor to the Indenting Officer, the duplicate to be returned by the Indenting Officer, with the quantities or number received duly noted thereon and third copy to be kept by the contractor to the Director, Supplies & Disposals, Haryana, for record in his
office.

(ii) Railway receipt will be forwarded to the consignee immediately after dispatch of stores. Should any demurrage charges be

incurred owing to delay on the part of the contractor in forwarding the railway receipt, the amount of such charges will be deducted from the bill.

(iii) The contractor shall dispatch material 'Freight paid' in all cases where their offer is F.O.R. destination. In the even of their failure to do so a penalty of 5 per cent will be charged on the amount paid as freight by the Indenting Officer on their behalf.

(iv) The contractor will send to the Director, Supplies & Disposals, Haryana, quarterly statement of the goods supplied under this arrangement in the following form:-

Name of officer	Indent No.	Name of articles	Quantity of number supplied and to whom supplied and where	value of supplies in rupees	Remarks

(v) All dispatches by rail will be made at Railway risk at the expense of the Indentor (except by firm who have quoted rates F.O.R. any place in the Haryana) unless the indentor gives instructions to dispatch at owner's risk in which case all responsibility for loss in transit will be with the indentor.

This is subject to the condition that the materials are securely packed by the suppliers 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 remark, the responsibility for the losses in transit will rest with the suppliers.

Subject to these conditions the contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Director, Supplies & Disposals, Haryana, will be the authority to determine whether or not the breakage, loss or damage was caused through the Contractor's negligence and the decision of the Director, Supplies & Disposals, Haryana, or some other officer action on his behalf

shall be a final and conclusive against the contractor. Such rejected supplies shall be removed by the contractor at his own expense.

(vi) If during the currency of the contract ,the specifications of any article or articles to be supplied there under be changed the contractor shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at rate to be mutually agreed to in writing at the time of such change ,and in default of such agreement, the contract in so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensation.

13. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will, however, make all reasonable endeavours to give warning of any impending complete withdrawal or of any reduction seriously affecting qualities likely to be required under contract.

14. The time for and date of delivery of dispatch stipulated in a supply order shall be deemed to be the essence of the contract, and should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. In case of non-payment of the contractor, recovery will be made from his bills or amount of earnest money or security deposited with Director, Supplies & Disposals, Haryana, provided that:-

(a) No recovery of penalty will be made if the Indenting Officer accepts the delayed supplies by extending the delivery period upto 2 weeks by recording in writing that the exceptional circumstances were beyond the control of the suppliers and there was no loss to Government.

(b) Where the delay on the part of supplier is of more than 2 weeks, the matter of extension of delivery period will be referred by the

Indenting Officer to the Director, Supplies & Disposals, Haryana, with a certificate that there are genuine reasons for delay on the part of suppliers and that no loss will result to Government in case extension in delivery period is allowed. The case will be decided on merits by the office of the Director, Supplies & Disposals. The extension will be allowed by the Assistant Director/Deputy Director, Supplies & Disposals, Haryana to the extent of purchasing powers delegated to him and in cases above his competence the extension will be allowed by the Director Supplies & Disposals, Haryana. In case the delivery period is extended, no penalty for supplies made during the extended period will be recovered from the supplier.

(c) On the failure of the supplier to make supply within the extended period or otherwise and the receipt of such information in the office of the Director Supplies & Disposals, Haryana, risk purchase at the cost of suppliers will be made by the Director Supplies & Disposals, Haryana, within 6 months of the expiry of the stipulated delivery period by inviting short terms quotations from the registered and other known suppliers. The excess cost of thus incurred will be recovered from the supplier from his pending bills, Earnest Money or Security whichever is available. This procedure will be adopted after serving registered notice to supply stores within 15 days.

15. The contractor 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 contractor shall not plead ignorance of any of those as excuses in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.

16. No payment will be made in advance for any supplies under this contract.

17. (i) The contractor shall not :-

(a) assign or sublet the contract without written approval of the officer sanctioning the contract.

(b) disposal details of the conditions governing this contract to unauthorized persons (Indenting against this contract is permissible only for the bonafide use of Government departments and Quasi public and not for private parties or for the private use of the Government Officers).

(ii) In the event of the contractor failing, duly and properly to fulfill 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 the terms of this contract, or if the contractor or his agents or servants being guilty of fraud in respect of this contract or any other contract entered into by the contractor or any of his partners or representatives thereof with Government 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 contractor 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 Government rights and remedies otherwise, Government shall, be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from Governments' stocks or otherwise at the contractor's risk and at the absolute discretion of the Director , Supplies & Disposals, Haryana, as regards the manner, place or time of such purchases, such supplies have not been supplied or have been rejected under this agreement or are required subsequently by Government there under and in cases where issues in replacement are made from Government's stocks or supplies, the cost or value or such stocks or supplies together with all incidental

charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government.

The termination of this contract in whole or part under these 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.

18. If any question, difference or objection whatsoever shall arise ,in any way connected with or arising out of this instrument 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 herein before 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 for arbitration to any officer appointed by Haryana Government and his decision shall be final & binding. & where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred.

"18 (a)) The Arbitrator and his subordinate Staff shall be paid a fee of Rs.2500/- per hearing subject to a maximum of Rs.20,000/- in each case provided that out of this amount 20% will be payable to his staff. The Arbitration fee will be borne equally by the Govt. and by the party concerned. The parties, other than the Govt. shall deposit their share in shape of call Deposit receipt in favour of Director, Supplies & Disposals, Haryana before the announcement of award by the Arbitrator. In case, the arbitration proceedings are conducted ex-parte and the award is announced against the Govt then entire amount shall be payable by the Director ,Supplies & Disposals, Haryana but where the ex-parte award is announced in favour of the Govt. the share of the opposite party shall from part of claim and shall be recoverable from the said party."

19. Is the price of a contracted article is controlled by Government, the payment, will in no case be made at higher rate than the controlled rate.

IN WITNESS THEREOF the parties have hereunto set their hands on the cases indicated below:-

1. (In case of a firm)

Signed by the above-named firm of _____

through_____ partner of the firm

Date_____

Signature_____

2. (In the case of Company)

The Seal of the _____ Company, Limited , was affixed by virtue of the resolution of the Board No _____ dated _____the _____ day of _____200_____.

Seal

Dated

(In either case) Director's Signature

Secretary's Signature

In the presence of (i) (i) Signature Address

Description

(ii) Signature Address

Description

Signed by_____

Signature of

Dated_____ on behalf of Governor of Haryana

ANNEXURE-A

CONDITIONS WITH TENDER FORM

1. Trade discount should be quoted separately.

2. Offer with price variation clause will not be accepted.

3. Sales Tax, Inter State Tax or any other chargeable excise duty/custom duty must be specifically mentioned separately, otherwise offer will be considered inclusive of all such taxes.

4. Offers are to be submitted in duplicate alongwith tender form. Offers not received in duplicate may be ignored. The duplicate copy of the offer should be carbon copy of the original tender and it must tally in all respects with the same.

5. Any tender which is not on the proper tender form and received late may not be considered.

6. No offer will be considered unless accompanied by prescribed Earnest Money except in case of firms registered with the Director, Supplies & Disposals, Haryana/ Director, General of Supplies & Disposals, New Delhi or National Small Industries Corporation.

7. The conditions of contract (Schedule `B') attached to the tender form be returned duly signed alongwith the Schedule `A and in case of non compliance the tender may be ignored.

8. Tenders which are not strictly according to the specifications laid down in the Schedule `A' will not be considered .Unless a deviation from the specifications/delivery period given in Schedule `A is pointed out by the tenderers specifically, it will be presumed that offer confirms to the specifications , delivery period as laid down in the Schedule `A'

9. (a) Tender must be supported by a sample where asked for, failing which it will not be considered

   (b) The tenderer should clearly state that the sample submitted conforms to the specifications laid down in the Schedule `A' failing which tender will not be considered

(c) In case the date of opening falls on Holidays, gazetted or subsequently declared, the tenders will be opened on the next working day following the closed day.

10. 95% payment can be made through bank against R/R supported with satisfactory inspection note and balance within 30 days of the receipt of correct stores provided the stores are booked at railway risk. The bank commission shall be borne by the contractor.

11. Prices should be for supply of the material in same condition F.O.R. destination, failing which offer may be ignored.

12. The Director, Supplies & Disposals, Haryana does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all tenders without assigning any reasons.

13. All disputes will be settled within the jurisdiction of the Head Quarters of Director, Supplies & Disposals, Haryana

14. The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts till the date as indicated in the Schedule `A'

15. The offers should be typed or written in ink. Offers in pencil may be ignored.

16. The firm registered under Quality marking Scheme in Haryana State should furnish attested copies of their registration certificate for the tendered goods in support of their registration for such goods

17. The samples/test report wherever required shall be submitted by the date and time fixed for the receipt of the tender. Samples received after fixed time and date may be ignored. This condition will also be applicable to outside tenderers.

18. The registration certificates of which attested copies are attached with quotations should be certified by the tenderers to be valid on the day of opening of tenders. An undertaking should also be given by the tenderers to the effect that if validity of the registration certificate expired after the day of opening of the tenders due to closing of the factories or some other factors, they shall report the fact to this office immediately.

19. In case where the tenderer offers machinery and equipment for which license is required under the Industries (Development and Regulation) Act.1957. It would be certified by him that he is in possession of such valid license on the date of opening of the tenders under the aforesaid Act., for the manufacture of machinery and equipment so offered if he is manufacturer and he is not a manufacturer, it should be carried that he is an authorized representative of licensed manufacturer quoting the name and address of such license holder and the license number.

20. The tenderer will give complete addresses of its sister concerns alongwith name of partners with their complete address (es) and extent of share

21. It should also be ensured that tender/quotation has been signed by an authorized person. His name, designation and address should
be given in capital letters.

****