

DIRECTORATE OF STATE TRANSPORT, HARYANA
2nd Floor, 30 Bays Building, Sector-17, Chandigarh.
NOTICE INVITING E-TENDER

Online tenders are hereby invited for arranging supply of High Speed Diesel (HSD) oil confirming to the specification prescribed by Govt. of India (GoI) from time to time. However present specification is Automotive fuel with BS-VI emission norms and other requirement confirming to table 1 of IS: 1460-2017 and as per CMVR requirement.

Sr. No.	Description	Tentative HSD quantity required for 2 years	Approx. value of tender for two years (In Rs.)	EMD (in Rs.)	Tender No.	Date & Time of downloading of e-Tender	Date & Time of closing of e-Tender
1.	HSD Oil confirming to BS-VI emission norm	174300 KL	1400.00 Crore	10.00 Lacs	01/2021-22/SPA-1/Tech	17.08.2021 15.00 Hrs	30.09.2021 15.00 Hrs.
		Last date of submission of pre-bid queries, if any.	Date of pre-bid conference		Date of opening of the technical bids		
		27.08.2021 upto 16:00 hours	02.09.2021 at 11:00 AM		05.10.2021 at 11:00 AM		

The detailed tender documents can be downloaded from Govt. portal i.e. <https://etenders.hry.nic.in> w.e.f. 17.08.2021 at 1500 hours. The last date of submission of tender documents online is 30.09.2021 upto 1500 Hours. For any clarification bidder may contact Help Desk No.: 0120-4200462, 0120- 4001002, Mobile No. 8826246593.

Dated: 12.08.2021

-sd/-
 Director,
 State Transport, Haryana,
 Chandigarh

TERMS AND CONDITIONS OF TENDER FOR PROCUREMENT OF HIGH SPEED DIESEL

1. **SPECIFICATIONS:**

The HSD supplies should conform to the specifications prescribed by Govt from time to time. However present specification is Automotive fuel with BS-VI and other requirement conforming to Table 1 of IS: 1460-2017 and as per CMVR requirement.

2. **PRE-QUALIFICATION CRITERIA:-**

- a) The annual turnover during last three years must be minimum Rs. 250.00 Crore for each year for which the bidder is required to submit latest audited balance-sheet for last three years i.e. 2017-18, 2018-19, 2019-20.
- b) The bidder should have **minimum one Supply Location/Refinery in Haryana and have** marketing rights for Petroleum Product and HSD Oil as per guidelines of Ministry of Petroleum and Natural Gas, Govt. of India, applicable in State of Haryana.
- c) Price shall be quoted as on the cut-off date i.e. 7 days before the closing date of the tender, from a supply location within the State of Haryana.
- d) Supply shall be made from a location within the state of Haryana only, throughout the validity period of the contract, so that benefit of VAT or any other tax accrues to the State of Haryana.
- e) The bidder shall fulfil all the statutory regulations.
- f) The bidders who have been blacklisted/ debarred by any of the Govt. Department / Govt. Organization/ Public Sector undertaking/ Any State or U.T. Govt./Boards/Corporations for breach of contract shall not be considered.
- g) Conditional bid will not be accepted.
- h) A bidder, which does not fulfil any of the above requirement or gives evasive information shall be liable to be ignored & rejected.

3. **EVALUATION CRITERIA-**

The evaluation for the purpose of HSD supplies will be carried out on the basis of lowest price arrived at each depot/sub-depot. The L1 bidder for each

depot/sub-depot location will be decided on the basis of net landed price. The bidders will quote their price as per format of financial bid. **(Annexure-B)**

4. **PRICING:**

- a) Price shall be on CIF basis i.e. on door delivery basis which includes all taxes, duties, transportation charges, toll charges, entry Tax, GST/VAT and Transit Insurance as prevailing at the time of HSD Oil supply. The supply will be considered to be completed when the HSD Oil is delivered/unloaded in the underground tank in depot/Sub-depot premises. The discount shall be applicable/ computed on the basic price before levy of GST/VAT/Excise duty/any other tax as applicable from time to time.
- b) HARYANA ROADWAYS is aware that, the prices are subject to revision as per pricing system declared by Central Government from time to time and in case of any change in price; the revised price shall be applicable from the effective date of revision. In the event of revision in price for any reason, supplier shall intimate to the depot of HARYANA ROADWAYS by email immediately on such revision.
- c) In the event of any price revision (increase or decrease), during the currency of the Agreement, the same shall be effective from the date of revision. The supplier shall intimate about such revision in price, taxes, levy etc. to HARYANA ROADWAYS and raise debit note or the supplementary bills or credit notes as the case may be, towards such revisions and all such debit notes/supplementary bills, credit notes/shall be paid by/to the Firm/bidder.
- d) GST/VAT/Excise duty/ any other tax as applicable will be applicable as per notifications of the Government of India / Govt. of Haryana.
- e) The participating Public Sector Undertakings (PSUs), Oil Marketing Companies (OMC's) shall have to inform and submit its basic price of HSD Oil for each depot on every revision of basic price. The selected PSUs/OMCs shall maintain single basic price for every location for the period of supplies made to all depots of HARYANA ROADWAYS till revision, if any.

5. **PRICE VARIATION CLAUSE:**

In case of change in the basic price at any depot/sub-depot during the currency/validity period of the agreement, the net landed price will be computed as

per computations shown in Annexure-B. The amount of discount will remain constant for one year to be counted from the date of supply order and will be increased by five percent every year during the period of agreement. Price payable to selected bidder as on the date of supply after the finalization of the tender shall be as:

- a) In case basic price of any other Public Sector Undertaking (PSU) or Oil Marketing Company (OMC) is lower than the basic price of the selected bidder during the currency of the agreement, then the basic price of the said PSU or OMC offering lower price at that time, shall be applicable.
- b) In case basic price of HSD Oil of other PSUs or OMCs is higher than the basic price of the selected bidder/supplier during any given time at any location, then the basic price of the selected bidder/supplier shall be applicable.

Thus, at a particular supply location, the minimum/lower basic price as well as net landed price (in Rs.) per KL of HSD of any OMC or Selected Bidder/Supplier shall be applicable along with agreed discount.

6. **PERIOD OF AGREEMENT:**

Two years from the date of signing of Agreement extendable by one more year with mutual consent on the same terms and conditions subject to further 5% increase in the discount on basic price applicable in the second year.

7. **Earnest Money Deposit (EMD):**

EMD to be deposited will be amounting to Rs.10.00 Lakh (Ten Lakh) (PSUs are exempted from payment of EMD). The earnest money shall be refunded to unsuccessful bidder after the finalization of the tender and to the successful bidder after depositing required bank guarantee.

8. **Performance Bank Guarantee/Security:**

Successful bidder has to deposit the bank guarantee equivalent to 5% of the total average monthly value of supplied HSD Oil quantity during last two months for the allotted depots of Haryana Roadways within two weeks from the date of signing of the agreement which will be valid beyond

three months from the last date of validity of agreement. The selected bidder(s) shall have to extend the validity as and when required, to settle any dispute/claim arising out during the currency of the agreement or in case of extension of agreement.

9. **VALIDITY OF THE OFFER:**

The offer shall be valid for a period of 120 days from the date of opening of the tender. If there is any delay in finalization of the tender, the bidder shall have to keep its/his/her offer open for further period as found necessary.

10. **PAYMENT TERM:**

The payment will be made within 10 working days from the date of receipt and acceptance of HSD Oil. If any depot is unable to make the payment of HSD Oil within prescribed period on account of unavoidable circumstances / Force Majeure / procedure of the Govt., the firm/supplier shall not discontinue the supply of HSD Oil to the depots of Haryana Roadways.

11. **DELAY IN PAYMENTS:**

Delay in payment to the supplier(s) 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 rupees per day of delay beyond the stipulated credit period.

12. **SETTLEMENT OF ACCOUNTS:**


Haryana Roadways (First Party) and firm/supplier(Second Party) shall settle the accounts mutually and tallying/reconciliation of accounts shall be carried out on monthly basis.

13. **FACILITIES:**

- a) The selected bidder/firm, which is/are not having fuelling facilities in the allotted depot(s) will be allowed to utilize the existing fuelling facilities. The existing fuelling facilities shall be handed over to the selected bidder on as-is-where-is basis after taking into account the inventory of HSD. The selected bidder shall be responsible for undertaking all repair/maintenance/upgradation activities as per requirement from time to time at his own cost.



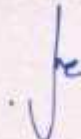




- b) The selected bidder/firm shall maintain and replace the facilities as per need irrespective of the age of facility/assets.
- c) The selected bidder/firm shall ensure uninterrupted supply of HSD Oil to the depots from the very first day of the contract period.
- d) The selected bidder/firm shall strictly adhere to the above condition and no other conditions will be accepted.
- e) Wherever Canopy, Diesel Boy Room are available but in damaged condition at depots, same shall be repaired or replaced on priority basis by HSD supplier, preferably within 15 days from the date of intimation.
- f) New Canopy, Diesel Boy Room shall be provided by the successful bidder at HSD dispensing area by selected bidder at its own cost in depots wherever it is not available.
- g) Sufficient Roof lighting will have to be provided by the successful bidder at canopy area.
- h) To ensure uninterrupted, timely & most economical supplies to Haryana Roadways, the firm/bidder should have at least one supply location or refinery in the State of Haryana.
- i) In view of benefit of VAT or other tax collection for State of Haryana, the bidder shall have to quote HSD price from Haryana based supply locations only.
- j) Firm/selected bidder shall ensure e-locking, RFID enabled supply and shall have to adopt latest proven technology i.e. as the bidder does for its own COCO petrol pumps to check pilferage and maintain quality as well as quantity of HSD oil.
- k) Automation of consumer pump facility with latest proven technology shall be provided by the firm/successful bidder at each supply location, if not provided already.

14. **PROVISION OF MAN POWER AND DIESEL TANKER:**

- a) The firm/successful bidder will have to provide minimum 04nos. of their own man power at bidder cost at diesel pump of Haryana Roadways round the clock (24 hours) to ensure the smooth/uninterrupted filling of diesel to the buses along with one supervisor at each location.



- b) The firm/successful bidder will ensure hurdle free supply to the depots/Sub depots of Haryana Roadways by their own diesel tankers on CIF basis.
- c) In case the department at its own discretion, provides its own diesel tanker, then the firm/successful bidder will have to pay the transportation/freight charges, insurance, toll taxes etc. for supply of the diesel to the department at the rates applicable to other dealers. It is reiterated that final responsibility to ensure hurdle free supply will be that of successful bidder.

15. **MAINTENANCE OF HSD PUMPS AND OTHER FACILITIES:**

The firm/successful bidder shall undertake preventive maintenance of fuelling facilities i.e. Dispensing Pumps, Underground Tanks etc. on monthly basis. The oil supplier shall attend the calls(complaints) made by the depots/sub depots regarding Dispensing Pumps, Underground Tank leakage, nozzles not functioning or not functioning properly, constant voltage transformer (CVT) failure, totalizer not working etc. immediately.

In case of any fault (due to improper preventive maintenance), not rectified within prescribed time (72 hours), a minimum penalty of Rs. 5000/- per day will be levied for each such complaint. The cost of replacement of any accessories shall be borne by supplier including electrical system of canopy & pumps, etc. The breakdown reports shall be intimated by depots to supplier through calls/e-mail to the supplier. The successful bidder will provide the necessary contact nos. and email ids.

16. **STAMPING OF HSD PUMPS:**

Haryana Roadways shall arrange stamping of HSD pumps from the concerned Department. The supplier shall reimburse the cost of stamping/renewal charges within 15 days from the date of submission of copy of cash receipt otherwise same will be recovered from the payment of diesel supplies.

17. **SUPPLIES, DELIVERY AND QUANTITY:**

The depots shall intimate the approximate requirement of HSD in writing/email/portal on weekly basis in advance on or before last day of previous week to the firm and submit a schedule giving quantity of HSD

required during the succeeding week. The supplier shall endeavour to supply the HSD to the depots as per schedule submitted by the said depots of the Haryana Roadways. In case of inadvertent failure of any depot to raise demand, the supplier shall supply HSD oil as per requirement of the last week. In the event of any reason, the supplier is unable to supply the HSD as per delivery schedule, the depot shall have liberty to procure the HSD from third party by invoking Risk Purchase Clause. The final rate shall be "On Door Delivery Basis at the bidder's Risk & Cost".

The supplies shall be only through calibrated tank/lorry trucks which meets all statutory requirements (like Explosive License from concerned authority/Department). Adequate pilfer-proof locks and seals/e-locking system will have to be provided on each tank/lorry to ensure pilfer-proof delivery. The supplier will be liable to attend any complaint and to replace the diesel if required immediately and in case of tampering of seals/locks unauthorized removal of HSD by the tank drivers resulting in short delivery of HSD or any other malpractice also. The lead time for swapping of diesel supply shall be counted @30KM per hour plus 4 hours after information through e-mail by General Manager of Haryana Roadways.

The supplier shall indicate the density of HSD in all their invoices. The depot at the time of taking delivery shall check the density. Before decanting the tank truck, the density of the HSD will be checked and compared with the density indicated in the invoice. In case the variation is beyond permissible limit as per norms the HSD supply will be rejected.

In case of shortage noticed while taking delivery, the compartment-wise shortage will be recorded on all copies of invoices. The cost of shortage will be recovered from the supplier's bill. The bills addressed to respective General Managers should be submitted in six copies.

18. **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-2**), G.O. No. 2/2/2010-4-IB-II dated 09.02.2015 (**Annexure-3**) will be applicable.

19. **Concession to MSMEs of State:**

The State Government has notified "Haryana State Public Procurement Policy of MSME – 2016" vide G.O. No. 2/2/2016-4I BII(1) dated 20.10.2016 (**Annexure-4**) and amendment vide G.O. No. 2/2/2016-4IB-II dated 11.12.2019 (**Annexure-5**) which will be applicable in respect of concessions to Haryana based MSMEs and KVIs (Khadi Village Industries). For claiming the relevant concessions like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder's name and further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016. *Note: - To claim the concessions/benefits under the above policy, the bidder is required to submit Manufacturing Entrepreneurs Memorandum issued by the Industries Department Haryana in respect of the quoted item or Udhog Aadhaar Memorandum (UAM) of Haryana based manufacturing enterprise in respect of the quoted item (Ref. Industries & Commerce Department Haryana Memo No. TS/DS&D/11389-A Dated 03.07.2018) and further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016 and amendments from time to time.

20. **Concession/benefits to Start ups/First Generation Entrepreneurs of State:**

The State Government has notified "Concession/benefits in Public Procurement to Start ups/First Generation Entrepreneurs of State" issued vide G.O. No. 2/2/2016-4I B-II dated 03.01.2019 (**Annexure-6**) which will be applicable in respect of concessions to Start ups/First Generation Entrepreneurs of State. For claiming the relevant concessions/s like Tender Fee, earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof as per the said policy.

21. **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.O. No.2/2/2016-4I-B II of dated 25.07.2016 (Annexure-7). All the bidders/firms which 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 PM of the Fifth Working day) of the date of issue of letter/ intimation regarding their "As per NIT/Not as per NIT status". The firm/bidder have to ensure that their communication is delivered/ reached within 5 working days and delay in postal delivery 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.

22. **Preference to Make in India: -**

The public procurement in the State in reference to "Preference to make in India" shall be governed by Govt. order No. 02/08/2020-4IB-II dated 18.11.2020 (Annexure-08).

23. **Restriction in Public procurement from bidders of certain Countries: -**

The restriction on procurement from bidders from a Country or Countries on grounds of Defence 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-09).

24. **Non Compliance of Agreement:**

Any firm/selected bidder that has been blacklisted at the time of submission of tender by Central Govt./any State Govt./PSU/STU on the basis of submitting of the forged documents/non supply of material/failure of random sample/non-complying the contract obligations etc. shall not be allowed to participate in the tenders. All the participating firms/bidders will be required to submit an affidavit along with tender that the participating firm/bidder has not been blacklisted by any Central Govt./any State

Govt./PSU/STU at the time of submission of tender. In case, contents of affidavit are not found correct during the course of decision, the offer of the firm will not be considered. In case it is found that wrong facts are given in the affidavits, during the currency of the contract/agreement, future supply of HSD oil will be stopped along with encashment of EMD/BG deposited by the firm. However, further supply of HSD oil will be purchased from other alternate sources at the risk and cost of firm/bidder and extra cost involved will be recovered from encashed EMD/BG or through Court of law.

25. In case bidder withdraws/modifies its offer within the validity period and submits forged /fake documents or does any unethical/un-business like activity, EMD/Bank Guarantee of the firm/bidder will be forfeited and other departmental penal action, as deemed fit, will be taken.

26. **TESTING :**

DENSITY TEST: HSD sample shall have to be collected from top and bottom of each compartment of tank truck before decanting in the presence of the tank truck driver. The density of the sample will be measured by a hydro meter & temperature by a thermometer and these obtained values will be compared with the help of "calibration chart" supplied by the OMC. If the sample is within the permissible range as per invoice, then only HSD oil would be decanted. The density checking kit will be provided by the selected HSD supplier. During random checking, if water contamination found beyond permissible limit, the firm will have to attend to the complaint immediately.


27. **FORCE MAJEURE**

- a) The Bidder or the Purchaser as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ("Force Majeure"). "Force Majeure" shall mean any event beyond the reasonable control of Purchaser or the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- b) A Force Majeure shall include, without limitation, the following:





- i) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - ii) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - iii) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- c) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.
- d) The party which has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed, the time for achieving Final Acceptance shall be extended.
- e) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.
- f) No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- i) Constitute a default or breach of the Contract;
 - ii) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- g) For the avoidance of doubt, it is expressly clarified that the failure on the part of the Bidder under this contract to implement any disaster



contingency planning and back-up and other safeguards in accordance with the terms of this Agreement or against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, Purchaser practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

- h) In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

28. **RISK PURCHASE CLAUSE:**

In case supplies are not made by the supplier as per the delivery schedule prescribed or the revised delivery schedule indicated by the General Manager, the concerned General Manager/depot authority shall have right to purchase HSD Oil from other sources from open market to avoid detention of bus fleet of Haryana Roadways and any difference / increase in the amount of purchased HSD Oil along with any expenditure incurred on account of transportation of HSD Oil, toll tax etc. (if any) or any other misc. expenditure, will be recovered from the approved supplier from his pending bills /EMDs/BGs as the case may be. Further the department shall issue Show Cause Notice of 30 days for termination /cancellation of the agreement/contract to selected bidder(s). Failure to provide justified reply to the Show Cause notice shall invite cancellation of the agreement/contract with the selected bidder.

However, in case of delay on account of Force Majeure Conditions, due to which the supplies of HSD Oil have been suspended /cancelled, the supplier shall not be held responsible.

29. The department reserves the right of accepting or rejecting any or all offers received in tender without assigning any reasons.
30. The successful tenderer shall be required to enter into an agreement with the department and shall have to comply with the terms and conditions of the Agreement/Contract. The successful tenderer/bidder shall continue to supply HSD oil till the validity period of the agreement, in case of failure to do so, the risk purchase clause will be invoked. The difference in price such as Basic Price, Transportation Charges, Toll Taxes (If any) and other expenditure incurred due to risk purchase will be recovered from the payments due of the firm, besides forfeiture of the Security Deposit.
31. **COMPLIANCE WITH LAWS:**
The firm/selected bidder and the State Transport, Haryana shall perform their duties in strict compliance with all applicable laws in India, along with rules and regulations of the duly constituted Governmental authorities in India/state and shall obtain all licenses, registrations or other approvals, if any required by laws in India/state as per agreement.
32. **TRANSFER OF ASSETS:**
Supplier shall undertake to transfer the infrastructure facility to the respective depot of Haryana Roadways at the time of completion or termination of contract, however Haryana Roadways will continue to use the facility without any obligation what so ever even after expiry of Agreement period or termination of contract.
33. **TERMINATION OF AGREEMENT/ CONTRACT: (EXIT CLAUSE):**
1st party (Haryana Roadways) shall have the right to terminate the contract at any time after the lapse of 12 months from the date of commencement of this Agreement by giving three months advance notice in writing without assigning any reason thereof. The Procuring Entity will terminate the contract / agreement by giving Notice to the Supplier if the Supplier becomes bankrupt

or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has occurred or will occur thereafter to the Procuring Entity. Any claim or obligation arisen prior to such termination under the agreement shall not be affected due to exercise of any right of termination and shall be binding upon the parties.

34. **ARBITRATION:**

All disputes and differences arising out of or concerning whatsoever, shall be referred to the Additional Chief Secretary / Principal Secretary to Govt. of Haryana, Transport Department for appointing the Sole Arbitrator to deal with disputes / differences. There shall be no objection to such appointment, that the Arbitrator so appointed is a Govt., servant, that he has to deal with such matters in the course of duties as Govt., servant and might have expressed views on all or any of the matters in disputes or differences. The award of such Arbitrator shall be final and binding on the parties involved. The Arbitrator has the powers to extend the time for making the award on request from either of the parties.

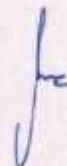
35. Any clarification required on the terms and conditions of this tender should be referred to the Director, State Transport, Haryana, 2nd Floor, 30 Bays Building, Sector 17-C, Chandigarh prior to entering into the agreement.
36. Any amendment may be made at any time with mutual consent of both the parties if required.
37. All disputes or litigations are subject to the jurisdiction of Hon'ble Courts at Chandigarh.
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Technical Bid

1.	Name of the PSUs/OMCs/Bidder with full Address including fax & e-mail ID	
2.	Name of the Contact Person with mobile No & e-mail ID.	
3.	Whether supplier confirm to supply BS-VI HSD & other requirement confirm to IS: 1460-2017 as per CMVR requirement or latest	
4.	Latest audited balance sheet of last three years i.e. 2017-18, 2018-19, 2019-20.	
5.	Undertaking for supply of ordered quantity of HSD	
6.	Annual Capacity of HSD Supplier	
7.	Whether the Supplier is having at least one supply location/terminal in Haryana, if yes, then provide the detail	
8.	Whether the firm/bidders have been blacklisted by any Central Govt./any State Govt./PSU/STUs at the time of submission of tender. Please enclose undertaking of Non-blacklisting	
9.	Particulars of Earnest Money Deposit amounting to Rs. 10.00 lakh (Haryana based MSMEs and PSUs are exempted from payment of EMD)	
10.	Confirm the firmness of the offered discount valid for a period of 120 days from the date of opening of the tender, if there is any delay in finalization of the tender, the bidders will be required to keep their offers open for further period as may be found necessary.	

Dated:

Signature of Authorized Person of OMC/PSU/firm/Bidder
with stamp

Financial Bid

Sr. No	A Name of delivery point/location	B Annual requirement in KL (Average/approximate)	C Name of bidder's supply point	D Basic price in Rs. per KL (as on 7 days before the closing date of the tender)	E GST/VAT / Excise duty/ any other tax as applicable	F Freight/Transportation Charges per KL (fixed for contract period),	G Any other taxes like toll charge, entry Tax, GST/VAT, Transit Insurance etc. per KL as applicable from time to time	H Offered discount per KL (in Rs.)	I Net Landed price per KL (in Rs.)
1	Ambala Depot	3300							
2	Bhiwani Depot	2800							
3	Chandigarh Depot	3000							
4	CharkhiDadri Depot	2300							
5	Delhi Depot	2800							
6	Faridabad Depot (HSD delivery at Ballabhagarh)	2300							
7	Fatehabad Depot	2600							
8	Gurugram Depot	3700							
9	Hisar Depot	3900							
10	Jhajjar Depot	2200							
11	Jind Depot	2400							
12	Kaithal Depot	2800							
13	Karnal Depot	3750							
14	Kurukshetra Depot	2500							
15	Narnaul Depot	3350							
16	Nuh Depot	1850							
17	Palwal Depot	1850							
18	Panchkula Depot	2000							
19	Panipat Depot	2550							
20	Rewari Depot	3350							

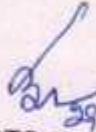
21	Rohtak Depot	4400							
22	Sirsa Depot	3350							
23	Sonepat Depot	2700							
24	Yamuna Nagar Depot	3350							
25	Asandh Sub-depot (under progress)	900							
26	Bahadurgarh Sub-depot	1550							
27	Dabwali Sub-depot	950							
28	Gohana Sub-depot	1500							
29	Hansi Sub-depot	1150							
30	Kalka Sub-depot	1100							
31	Loharu Sub-depot	1000							
32	Mahendergarh Sub-depot (Under progress)	1000							
33	Naraingarh Sub-depot	900							
34	Narwana Sub-depot	700							
35	Pehowa Sub-depot	1200							
36	Safidon Sub-depot	700							
37	Tohana Sub-depot	1050							
38	Tosham Sub-depot	1000							

Note:-

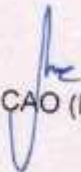
1. The increase/decrease in L1 net landed rates per KL discovered in the tender will be counted in respect of column 'D' & 'E' during the contract period.
2. The above average/approximate quantity of HSD can be increased or decreased according to the bus fleet/demand of the State Transport, Haryana.
3. The average demand of HSD for Karnal and Narnaul depots are likely to be increased by 9,00,000 ltr and 10,00,000 ltr. per year in case of commissioning of new sub-depot at Asandh and Mahendergarh respectively in near future and the agreement for the same will be entered accordingly as per received/discovered rates in the tender with successful tenderer.

Dated

Signature of Authorized Person of OMC/PSU/firm/Bidder
with stamp


29/7/21
DTC (Technical)


DTC (Store)


CAO (HQ)

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

Government Order

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

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Dm
20/6/13
SHE

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.

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EATL

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 L₁ 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

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 L₁ bidder and the negotiations, if any, held with the lowest bidder. However, the rate contract negotiations could be held up to L₃ bidder, if the difference between the L₁ quoted rates and those quoted by the L₂ and L₃ is within 5% of the L₁ quoted rates. In cases where the L₁ bidder refuses to further reduce his offered price and the L₂ or L₃ bidders come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is

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

accepted becomes the L₁ bidder. However, in such a situation, the original L₁ bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L₁ 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 discovered/ offered price. Such of the eligible bidders whose quoted price exceeds 10% of the L₁ 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 L₁ 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.

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 contract 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

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.

**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/ Departments	Procuring
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	

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

Sr. No.	Store Items	Lead/ Nodal Department	Indenting/ Departments	Procuring
	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 Minister/ 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

**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, wherever the rates quoted by the bidders, including those quoted by L₁ are not reasonable, the negotiations would be held only with the L₁ and a counter-offer made to the L₁. In case the L₁ 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 L₁ 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 L₁ bidder and the negotiations, if any, held with the lowest bidder. However, the rate contract negotiations could be held up-to L₂ bidder, if the difference between the L₁ quoted rates and those quoted by the L₂ and L₃ is within 5% of the L₁ quoted rates. In cases where the L₁ bidder refuses to further reduce his offered price and the L₂ or L₃ 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 shall be given one more opportunity to match the discover price in case of acceptance, he would be treated as the L₁ 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 L₁ quoted price for acceptance of the discovered/offered price. Such of the eligible bidders whose quoted price excess 10% of the L₁ quoted price shall not be eligible for consideration on the rate contract. The bidders

-27-

**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 L₁ 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.

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 rationales put forth was that as per the existing guidelines on the subject, negotiations of rates could be held only with the L₁ bidder/s and if the L₁ 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 L₁ 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 L₃ bidder, if the difference between L₁ quoted rate and those quoted by L₂ & L₃ is within 5% of the L₁ quoted rate. In cases where the L₁ bidder refuses to further reduce his offered price and the L₂ or L₃ 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.

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

In case, the original L₁ bidder further improves upon the price discovered during the negotiations, he would be treated as the L₁ bidder.

- (ii) As regards apportionment of the quantity of supplies, the finally determined L₁ 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 L₂ & L₃ bidders, if they accept the final L₁ 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 L₁ 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 L₁ price. The past experience has shown that there could be cases where the L₁ 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 L₁ 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

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

of quantity of the order may go up to 70% in favour of the L₁ 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 L₁ 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 L₁ discovered price in response to the counter-offer, the quantities shall be allocated by the HPPC among L₂ & above approved bidders, as the case may be, based on the principles of (i) L₂/L₃ position (viz L₂ bidder shall be preferred over L₃ 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 L₁ quoted rates. Instead, such counter-offer may be restricted up-to L₂ if they have the capacity to meet the entire order. However, if the L₂ or L₃ 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.

Subprender 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.

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

DIR Supplies & Disposals

Annexure-3

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

682

Subject:- Policy guidelines for procurement of Stores, Rate Contracts and Turnkey Contracts -negotiation there of

No.2/2/2010-4-IB-II Dated 9-2-2015

It is hereby ordered to add the following Note after clause 4(iv) of Policy Guidelines issued vide G.O. No. 2/2/2010-4-IB-II dated 18.06.2013 and Clause 3(i) of Policy Guidelines issued vide G.O. No.2/2/2010-4-IB-II dated 16.6.2014 :-

Note:-

In case of such items/equipments, where Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) have been asked for, the negotiation could be held up to L₂ bidder where either the basic rate of item/equipment of L₂ / L₃ bidder or the total Life Cycle Cost (including AMC/CMC charges) of L₂/ L₃ bidder are within 5% of the L₁ quote.

The Clause no. 4(iv) of G.O. no.2/2/2010-4-IB-II dated 18.06.2013 and the Clause no. 3(i) of G.O. no. 2/2/2010-4-IB-II dated 16.06.2014 is amended to the above stated extent. Further, these guidelines shall be applicable to all cases of Rate Contracts, fixed quantity purchases of Stores & Goods and Turnkey projects to be considered by the HPPC and other Purchase Committees after the date of issue of these guidelines.

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

Endst. No. 2/2/2010-4-IB-II

Dated, the 9-2-2015

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.

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

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

Endst. No. 2/2/2010-4-IB-II

Dated, the 9-2-2015

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

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

Endst. No. 2/2/2010-4-IB-II

Dated, the 9-2-2015

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.

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

Government of Haryana
Department of Industries & Commerce

ORDER

25 OCT 2016

CFMS 7348
Diary No. Dated: 20/10/2016

G.O. No. 2/2/2016- 4IBII(1)

AD Admin
Lipkand
H
22/10

Subject: Haryana State Public Procurement Policy for MSMEs - 2016.

Enabling provisions have been made in the Micro, Small & Medium Enterprises (MSMEs) Development Act, 2006 for the Government to notify preferences and policies for Procurement of Goods & Services produced and supplied by Micro & Small Enterprises to the Govt. Departments/ Agencies from time to time in order to facilitate promotion and development of Micro & Small Enterprises. In this direction, the Ministry of Small Scale Industries, Govt. of India vide its order of dated 23.03.2012 has notified "Public Procurement Policy for Micro & Small Enterprises (MSEs) - 2012"

DSA

EA II

- The matter regarding acceptance of GOI Public Procurement Policy for MSEs-2012 for its implementation in the State of Haryana was under consideration of the State Government. The matter was examined and it was observed that the manufacturing Micro & Small Enterprises (MSEs) with their manufacturing facilities based in Haryana (including Khadi & Village Industrial Units) needs to be offered a competitive protection, especially in terms of Tender Fee, Earnest Money Deposit, Performance Security, Past Performance/ Experience, Purchase Preference & Turnover imposed by the procuring Departments/ Govt. Agencies as part of its Qualifying Requirements, so that they become eligible to bid and compete. Further, it was also observed that the manufacturing (newly established/ making first entry into Public Procurement) Medium Enterprises with their Past Performance/ Experience & Purchase Preference imposed by the procuring Departments/ Govt. Agencies as part of its Qualifying Requirements to enable them to participate in Public Procurement.
- Accordingly, it has been decided to extend special benefits/ concessions to the Haryana based Micro, Small & Medium Industrial Enterprises in the State Public Procurement as under:-

A. Concessions/ benefits to Micro & Small Enterprises (MSEs):-

Sr. No.	Area as part of Qualifying requirements	Concessions/ benefits allowed to MSEs	Eligibility
i.	Tender Fee	Exemption on the payment of Tender Fee subject to fulfillment of conditions as per eligibility	Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & village Industries/ Units) who have filed Entrepreneur Memorandum in Haryana in respect of the quoted items, participate directly in tender and not through any intermediaries (their dealers/ agents/ distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. <i>Concerned MSE will be required to submit the copy of Entrepreneurs Memorandum in respect of its category of Micro/ Small issued to the firm by the Industries Department Haryana as part of Technical Bid.</i>
ii.	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money Deposit (EMD) subject to fulfillment of conditions as per eligibility	
iii.	Performance Security	90% concession on Performance Security as applicable to other Haryana based firms subject to fulfillment of conditions as per eligibility	
iv.	Turnover	a. Micro Enterprises: Concession of 80% on Turnover condition imposed as qualifying criteria b. Small Enterprises: Concession of 70% on Turnover condition imposed as qualifying	

**Government of Haryana
Department of Industries & Commerce**

		criteria	
v.	Past Performance & Experience	Exempted in respect of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility	Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & village Industries/ Units) who have filed Entrepreneur Memorandum in Haryana and further: (a) Those MSEs have Quality Certification of ISI/ ISO/ AgMark/ Quality Mark Issued from competent authority in State or Central Govt. in respect of the items/ goods mentioned in the tender OR/AND (b) Those who are registered with DGS&D/ NSIC /GOI Department/ State Govt. Department/ GOI PSUs/ State Govt. PSUs in respect of the item/ goods mentioned in the tender. The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-I
vi.	Purchase Preference	50% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility	

B. Concessions/ benefits to Medium Enterprises:-

Sr. No.	Area as part of Qualifying requirements	Concessions/ benefits allowed to Medium Enterprises	Eligibility
i.	Past Performance & Experience	Exemption on Qualifying Requirement of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility.	Manufacturing Medium Enterprises of the State that have filed Entrepreneur Memorandum for quoted items in Haryana, participate directly in tender and not through any intermediaries (their dealers/ agents/ distributors), and will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. This concession will be applicable only for one year to newly registered Medium Enterprises or Medium Enterprises of State who are not eligible in State Public Procurement due to eligibility criteria of past performance & Experience. The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-II
ii.	Purchase Preference	10% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility	

Further, the benefit of discounting of 50% Haryana VAT revenue from the composite price bid for the purpose of financial evaluation of the bids as per the policy guidelines issued vide G.O. No. 2/2/2010-4I-BII of dated 19-12-2011 will continued to be applicable to all Haryana Billing Firms including MSMEs covered in the above policy scope.

4. The apportionment/ distribution of tendered quantity after negotiations based on the existing instructions and Purchase Preference allowed to MSMEs as above may have different scenarios. The general guidelines for the apportionment of tendered quantity to firms other than MSMEs, MSEs & MEs will be as under:-
 - i. Purchase Preference to MSMEs will not be applicable if the tendered quantity is only one.
 - ii. Purchase Preference for Medium Enterprises (MEs) will only be allowed on the quantities in multiple of 10 say 10, 20, 30 and so on. The quantity less than 10 or in between multiple of 10, 20, 30 will not be considered for Purchase Preference to MEs.

Government of Haryana
Department of Industries & Commerce

- iii. Negotiations will be held only with L1+5% firms. MSMEs as per above instructions within the price range of L1+15% will be counter offered to match the finally arrived L1 rate. In case, MSMEs within L1+15% range refuse to match the finally arrived L1 rate than the entire 60% (50% for MSEs and 10% for MEs) of purchase preference will be transferred to L1+5% category firms.
- iv. In case, no Micro & Small Enterprises (MSEs) and Medium Enterprises (MEs) as per the eligibility criteria specified in the above instructions are within L1+15% range, the entire 100% tendered quantity will be distributed as per the existing guidelines.
- v. In case, there are no Micro & Small Enterprises (MSEs) within L1+15% range, the Purchase Preference Quota of 50% of MSEs will stand transferred to open category making it from 40% to 90%.
- vi. In case there are no Medium Enterprises (MEs) within L1+15% range, the Purchase Preference Quota of 10% of MEs will stand transferred to open category making it from 40% to 50%.
- vii. In case, no MSMEs is within L1+5% range and there is one MSE & one ME in L1+15% range and further agree to match the arrived L1 rate, the quantity distribution will be upto 40% for firm other than MSME, upto 50% for MSE and upto 10% for ME and so on.
- viii. In case, there are MSMEs (both or either MSEs and MEs) within L1+5% range and there are MSEs & MEs in L1+15% range. Negotiations will be carried out with all firms within L1+5% as per the existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be - any other firm /MSE/ME or any/ more of these - other firm/MSE/ME matches the finally arrived price; in such a situation, apportionment will be done as per the existing instructions of ratio of 70:30 or 50:25:25 & so on. Thereafter, offer will be given to MSE and MEs within L+15% range to match the finally arrived L1 rate and if they agree to match the arrived L1 rate, the apportionment of quantity will have many scenarios for the distribution of tendered quantities. Some of the scenarios and sub-scenarios of quantity apportionment may be as per Annexure-'III' enclosed with this notification. However, there can be many more scenarios depending upon the number of MSMEs within price range of L1 +5% and L1+15%

The above instructions will supersede the instructions as issued vide Industries & Commerce Department Haryana Order No.2/2/2010-4I B II of dated 24.03.2015 related to concessions/ benefits to Haryana based Micro & Small Enterprises (MSEs) including Khadi & Village Industrial Units.

This issues with the concurrence of Finance Department conveyed vide their U.O. No. 1/48/2016-4FD III/27758 of dated 03.10.2016.

The above instructions may be brought to the notice of all concerned and shall be applicable to all the tenders floated/ invited after issue of these instructions.

Dated: 19.10.2016

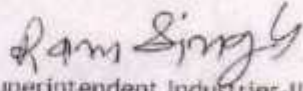
Devender Singh
Principal Secretary to Government Haryana,
Industries & Commerce Department

Endst. No.2/2/2016-4I-B II(1)/

Dated: 20/10/2016

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.


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

Government of Haryana
Department of Industries & Commerce

Endst. No.2/2/2016-4I B II(1)/

Dated: 20/10/2016

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.

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

Endst. No.2/2/2016-4I B II(1)/

Dated: 20/10/2016

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.

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

U.O. No.2/2/2016-4I B II(1)/

Dated: 20/10/2016

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

Ram Singh
Superintendent Industries-II,
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(1)/

Dated: 20/10/2016

A copy of the above is forwarded to Administrative Secretary to Government Haryana, Finance Department for information with reference to his U.O. No. 1/48/2016-4FD III/27758 of dated 03.10.2016.

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

To,

Administrative Secretary to Government Haryana,
Finance Department

U.O. No.2/2/2016-4I B II(1)/

Dated: 20/10/2016

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.

Ram Singh
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.2/2/2016-4I B II(1)/

Dated: 20/10/2016

Government of Haryana
Department of Industries & Commerce

Annexure 'I'

Format of Affidavit

(Seeking benefits/ concessions in Past performance/ Experience & Purchase Preference by Haryana based manufacturing Micro & Small Enterprises (MSEs) in the State Public Procurement)

(On non judicial paper of Rs. 10/-)

I _____ S/o _____ aged _____ residing at _____
Proprietor/ Partner/ Director of _____
M/s _____ do hereby solemnly affirm and declare that:-

1. My/our above noted enterprise M/s _____ (Name & Address) _____ has been issued Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre _____ under acknowledgement No. _____ of dated _____ (Self Certified Copy of the same is attached as Annexure 'A' with this affidavit) and has been Issued for manufacture of the following items in category Micro / Small Enterprise (please tick the either) as under:-
 - i. _____
 - ii. _____
 - iii. _____
2. That the quoted item(s) in the tender _____ is one (or more) of the item for which my/our above noted enterprise has been issued Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.
3. That my/our above mentioned manufacturing Micro/ Small Enterprises fulfils either or both of the below mentioned eligibility criteria:
 - i. That my/our above mentioned enterprise has been issued quality certification of ISI Mark/ ISO/ Ag. Mark/ any other quality mark _____ (please tick either of the option) by _____ (name of GOI/ State Govt. Agency/ institution authorized by GOI/ State Govt.) on _____ and the same is valid from _____ to _____ in respect of item/ good (give name of item/good) _____ mentioned in the tender (Self Certified Copy of the relevant certificate is attached as Annexure 'A' with this affidavit)
 - OR/AND**
 - ii. That my/our above mentioned enterprises has been registered with DGS&D, GOI/ NSIC/ Govt. of India Departments/ State Govt. Department/ Govt. of India Public Sector Undertakings (PSUs) or State Government Public Sector Undertakings (PSUs) (Please tick one of the option as above) in respect of Name of item/ goods/ work/ services _____ (Name) as mentioned in the tender for the corresponding period of time of this tender. A self certified Copy of the same attached as Annexure 'B' with this affidavit
4. That in case the Purchase Order of the quoted item is Issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana (address mentioned as at Sr.No.1). Further, the billing will be done from Haryana.

Dated:

DEPONENT

VERIFICATION:

Verified that the contents of para no. 1 to 4 of the above are true and correct to my knowledge as per the official record and nothing has been concealed there in.

Dated:

DEPONENT

Government of Haryana
Department of Industries & Commerce

Annexure 'II'

Format of Affidavit

(For seeking the benefits/ concessions by Haryana based manufacturing Medium Enterprises in Past Performance/ Experience & Purchase Preference in the State Public Procurement)

(On non judicial paper of Rs. 10/-)

I _____ S/o _____ aged _____ residing at _____ Proprietor/ Partner/ Director of M/s _____ do hereby solemnly affirm and declare that:-

1. My/our above noted enterprise M/s _____ (Name and Complete address) _____ has been issued Manufacturing Entrepreneurs Memorandum in Haryana by the District industries Centre _____ under acknowledgement No. _____ of dated _____ (Self Certified Copy of the same be attached as **Annexure 'A'** with this affidavit) and has been issued for manufacture of the following items in **category Medium Enterprise** as under:-
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____
2. That my/our above mentioned manufacturing Medium Enterprises meet all the remaining terms & conditions of the tender except Past Performance/ Past Experience.
3. That my first purchase order under this benefit/ concession was issued by State Government Department/ State Government Agency (name of Deptt./Agency) _____ vide P.O. No. _____ of dated _____ for the supply of _____ (name of the item/ good/ work/ services) was successfully complied by above mentioned Enterprises. A self certified Copy of the same is attached as **Annexure 'B'** with this affidavit.
4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana, (address mentioned as at Sr.No.1).
5. That we agree to the condition that this benefit/ concession to the Medium enterprises is valid for one year from the date of getting the first supply order under State Public Procurement.
6. That the billing will be done from Haryana.

Dated:

DEPONENT

VERIFICATION:

Verified that the contents of para no. 1 to 6 of the above are true and correct to my knowledge as per the official record and nothing has been concealed there in.

Dated:

DEPONENT

-39-

Government of Haryana
Department of Industries & Commerce

Annexure 'III'

Various possible scenarios during negotiations/apportionment of quantities in view of implementation of MSMEs Public Procurement Policy in the State:

S. No.	Scenario	Sub scenario/Negotiations	Sub-sub scenario	Apportionment
1	When no Micro & Small Enterprises (MSEs) or Medium Enterprises (MEs) (Purchase Preference Enterprises) have submitted their bids in the tender		Negotiations shall be done as per the exiting provisions	Apportionment of quantity shall be done as per the exiting provisions
2	When L1+5% have MSMEs (Purchase Preference) options in addition to firms other than MSMEs and L1+15% have no MSMEs (Purchase Preference) options:	When one or more MSEs is within L1+5% (evaluated rates) and no Medium Enterprises (ME) (Purchase Preference) have submitted its bids or are beyond L1+15% range: Negotiations will be carried out with L1,L2,L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1.	(i) In case, MSE is finally arrived L1, then it will be entitled 100% of the tendered quantity (40% of unreserved category + 50% for MSEs +10% for MEs)	100% of quantity allotment to MSE
			(ii) In case, one MSE matches the finally arrived L1 (other than MSE), it will be eligible for 70:30 ratio of the tendered quantity out of 50 % (40% reserved for non purchase preference quota + 10% full quota for MEs) and further will be entitled for full 50% reserved quota for MSEs	35% quantity allotment to Firm other than MSME and 65% quantity allotment to MSE
			(iii) In case, more than one MSEs (say two no) matches the finally arrived L1 rate (other than MSE), both will be eligible for 50 (non MSME) :25(MSE1):25(MSE2) ratio of the tendered quantity out of 50 % (40% reserved for non purchase preference quota + 10% full quota for MEs) and further will be entitled for half of 50% reserved quota for MSEs and so on	25% quantity allotment to Firm other than MSME and 37.5% quantity allotment each to MSE1 and MSE2 respectively
		When one or more MEs is within L1+5% (evaluated rates) and no Micro & Small Enterprises (MSEs)(Purchase Preference) have submitted its bids or are beyond L1+15% range: Negotiations will be carried out with L1,L2,L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1.	(i) In case, ME is finally arrived L1, it will be entitled 100% of the tendered quantity (40% of unreserved category + 50% for MSEs +10% for MEs)	100% of quantity allotment to ME
			(ii) In case, one ME matches the finally arrived L1 (other than ME) , it will be eligible for 70:30 ratiion (30% share for ME) of the tendered quantity out of 90% (40% reserved for non purchase preference quota and 50% reserved quota for MSEs) and further will be entitled for full 10% quota for MEs	60% quantity allotment to Firm other than MSME and 40% quantity allotment to ME
			(iii) In case, more than one MEs (say two no) matches the finally arrived L1 rate(other than ME), both will be eligible (50 (Non MSME):25(ME1):25) (ME2 for 25% each from the tendered quantity out of 90% (40 % reserved for non purchase preference quota and 50% reserved quota for MSEs) - half of 10% quota for MEs and so on	45% quantity allotment to Firm other than MSME and 27.5% quantity allotment each to ME1 and ME2 respectively
			(i) In case, one MSE is finally arrived L1, it will be entitled 90% of the tendered quantity (40% of unreserved category + 50% for MSEs) and the one ME will be entitled for 10% of the tendered quantity subject to condition that it accept the counter offer of finally arrived L1 -	90% quantity allotment to MSE and 10% quantity allotment to ME
When one or more MSEs and MEs is within L1+5% (evaluated rates) and no MSEs/MEs are within L1 + 15 % (evaluated) range: Negotiations will be carried out with L1,L2,L3 firms with the 5% price range as	(ii) In case, one ME is finally arrived L1, it will be entitled 50% of the	50% quantity allotment to ME and 50% quantity allo		

**Government of Haryana
Department of Industries & Commerce**

		per the exiting instructions to arrive at finally discovered price L1,	tendered quantity (40% of unreserved category +10% for MEs) and the one SME subject to condition that it accept the counter offer of finally arrived L1 will be entitled for 50% of the tendered quantity --	
			(iii) In case, one MSE matches the finally arrived L1 (firm other than MSE & ME) , it will be eligible for 70:30 ration (30% share for MSE) of the tendered quantity out of 40% (reserved for non purchase preference quota) + 50% reserved quota for MSEs and one ME subject to condition that it accept the counter offer of finally arrived L1 will be entitled for 10% of tendered quantity	30% of tendered quantity to firm other than MSME, 60% quantity allotment to MSE and 10% quantity allotment to ME
			(iv) In case, one ME matches the finally arrived L1 (from firm other than MSE & ME) , it will be eligible for 70:30 ration (30% share for ME) of the tendered quantity out of 40% non purchase preference quota and further 10% reserved quota for MEs and the one MSE subject to condition that it accept the counter offer of finally arrived L1 will be entitled for 50% of the tendered quantity	30% of tendered quantity to firm other than MSME, 50% quantity allotment to MSE and 20% quantity allotment to ME
			(v) In case, more than one MSEs or MEs (say two no) matches the finally arrived L1 rate (from firm other than MSE & ME), both will be eligible as per the rational given above in (iii) and (iv)	20% of tendered quantity to firm other than MSME, 30% quantity each allotment to MSE1 & MSE2 and 10% quantity each allotment to ME1 & ME2
3	When L1+5% have no MSMEs Purchase Preference options and L1+15% have MSMEs Purchase Preference options:	When no MSEs/MEs is within L1+5% (evaluated rates) but one or more MSEs/MEs are within L1+15: Negotiations will be carried out with L1,L2,L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1.	Offer will be given to MSE1, MSE2, ME1 and ME2 to match the L1 rate. (i) In case, MSE1 matches the L1 rate & MSE2, ME1 & ME2 do not agree to it, than the entire 50% of the tendered quantity will be offered to MSE1	50% of tendered quantity to firm other than MSME (40% unreserved share + 10% ME share) and 50% quantity allotment to MSE1
			(ii) In case, MSE2 also matches the L1 rate but ME1 & ME2 do not agree to the same, than the 50% of tendered quantity available as Purchase Preference to MSEs shall be equally distributed amongst the two MSEs and so on -	50% of tendered quantity to firm other than MSME (40% unreserved share + 10% ME share) and 25% each quantity allotment to MSE1 and MSE2
			(iii) In case, ME1 matches the L1 rate and MSE1, MSE2 & ME2 do not agree to the same, than the entire 10% of the tendered quantity will be offered to ME1	90% of tendered quantity to firm other than MSME (40% unreserved share + 50% MSE share) and 10% quantity allotment to ME1
			(iv) In case, ME2 also matches the L1 rate and MSE1 & MSE2 do not agree to the same, than the 10% of tendered quantity available as Purchase Preference to MEs shall be equally distributed amongst the two MEs and so on	90% of tendered quantity to firm other than MSME (40% unreserved share + 50% SME share) and 05% each quantity allotment to ME1 & ME2
			(v) In case, one MSE1 and one ME1 matches the L1 rate and MSE2 & ME2 do not agree to the same, than the entire 50% of the tendered quantity will be offered to MSE1 and the entire 10% of tendered quantity will be offered to ME1	40% of tendered quantity to firm other than MSME (40% unreserved share), 50% quantity allotment to MSE1 and 10% quantity allotment to ME1.
			(vi) In case, MSE1, MSE2 and one ME1 matches the L1 rate and ME2 do not agree to the same, than the entire	40% of tendered quantity to firm other than MSME (40% unreserved share), 25% each quantity

-41-

Government of Haryana
Department of Industries & Commerce

			50% of the tendered quantity will be offered equally to MSE1 & MSE2 and the entire 10% of tendered quantity will be offered to ME1	allotment to MSE1 & MSE2 and 10% quantity allotment to ME1.
			(vii) In case, MSE1, MSE2, ME1 and ME2 matches the L1 rate, than the entire 50% of the tendered quantity will be offered equally to MSE1 & MSE2 and the entire 10% of tendered quantity will be offered equally to ME1 & ME2	40% of tendered quantity to firm other than MSME (40% unreserved share), 25% each quantity allotment to MSE1 & MSE2 and 05% each quantity allotment to ME1 & ME2.
4	When L1+5% have MSMEs Purchase Preference options and L1+15% too have MSMEs Purchase Preference options:	A1: When one or more MSEs (say MSE1, MSE2) is within L1+5% (evaluated rates) and one or more MSEs (MSE3, MSE4)/ MEs (ME3, ME4) are within L1+15% range: : Negotiations will be carried out with L1, L2, L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1. <u>Let as assume that MSE1 is the finally arrived L1</u>	Offer will be given to MSE3, MSE4, ME3 and ME4 (within L1+15% range) to match the L1 rate. (i) In case, either of MSE3 /MSE4 matches the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it. (ii) In case, MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it. (iii) In case, either of ME3/ME4 matches the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it. (iv) In case, ME3 & ME4 matches the L1 rate and MSE3, MSE4 do not agree to it. (v) In case, MSE3 & ME3 matches the L1 rate & MSE4, ME4 do not agree to it (vi) In case, MSE3, MSE4 & ME3 matches the L1 rate & ME4 do not agree to it (vii) In case, MSE3, MSE4 & ME3, ME4 matches the L1 rate	75% of tendered quantity to MSE1 and 25% of tendered quantity to either of MSE3/MSE4 75% of tendered quantity to MSE1 and 12.5 % each of tendered quantity to MSE3 & MSE4 90% of tendered quantity to MSE1 and 10 % of tendered quantity to either of ME3/ME4 90% of tendered quantity to MSE1 and 05 % each of tendered quantity to ME3 & ME4 65% of tendered quantity to MSE1 , 25% of tendered quantity to MSE3 and 10% of tendered quantity to ME3 56% of tendered quantity to MSE1 , 17% each of tendered quantity to MSE3 & MSE4 and 10% of tendered quantity to ME3 56% of tendered quantity to MSE1 , 17% each of tendered quantity to MSE3 & MSE4 and 05% each of tendered quantity to ME3 & ME4
		A2: When one or more MSEs (say MSE1, MSE2) is within L1+5% (evaluated rates) and one or more MSEs (MSE3, MSE4)/ MEs (ME3, ME4) are within L1+15% range: : Negotiations will be carried out with L1, L2, L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1. <u>Let as assume that MSE1 matches the finally arrived L1 (other than MSME)</u>	Offer will be given to MSE3, MSE4, ME3 and ME4 (within L1+15% range) to match the L1 rate. (i) In case, either of MSE3/MSE4 matches the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it. (ii) In case, MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it. (iii) In case, either of ME3/ME4 matches the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it. (iv) In case, ME3 & ME4 matches the L1 rate and MSE3, MSE4 do not agree to it. (v) In case, either of MSE3/MSE4 & either of ME3/ME4 matches the L1 rate & further either of MSE4/MSE3 & ME4/ME3 do not agree to it (vi) In case, MSE3, MSE4 & ME3, ME4 matches the L1 rate	35% of tendered quantity to firm other than MSME, 40% of tendered quantity to MSE1 and 25% of tendered quantity to either of MSE3/MSE4 35% of tendered quantity to firm other than MSME, 31% of tendered quantity to MSE1 and 17% each of tendered quantity to MSE3 & MSE4 28% of tendered quantity to firm other than MSME, 62% of tendered quantity to MSE1 and 10% each of tendered quantity to either of ME3/ME4 28% of tendered quantity to firm other than MSME, 62% of tendered quantity to MSE1 and 05% each of tendered quantity to ME3 & ME4 respectively 28% of tendered quantity to firm other than MSME, 37% of tendered quantity to MSE1, 25% of tendered quantity to either of MSE3/MSE4, and 10% of tendered quantity to either of ME3/ME4 28% of tendered quantity to firm other than MSME, 28% of tendered quantity to MSE1, 17% each of tendered quantity to MSE3 & MSE4, and 05% each of tendered quantity to ME3 & ME4
		A3: When one or	Offer will be given to MSE3, MSE4, ME1	25% of tendered quantity to firm

-42-

Government of Haryana
Department of Industries & Commerce

<p>more MSEs (say MSE1, MSE2) is within L1+5% (evaluated rates) and one or more MSEs (MSE3, MSE4)/MEs (ME3, ME4) are within L1+15% range: : Negotiations will be carried out with L1, L2, L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1.</p> <p><u>Let us assume that more than one MSE say MSE1 & MSE2 matches the finally arrived L1</u></p>	<p>and ME2 (within L1+15% range) to match the L1 rate.</p> <p>(i) In case, either of MSE3/MSE4 matches the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it.</p> <p>(ii) In case, MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it.</p> <p>(iii) In case, either of ME3/ME4 matches the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.</p> <p>(iv) In case, ME3 & ME4 matches the L1 rate and MSE3, MSE4 do not agree to it.</p> <p>(v) In case, either of MSE3/MSE4 & either of ME3/ME4 matches the L1 rate & further either of MSE4/MSE3 & ME4/ME3 do not agree to it</p> <p>(vi) In case, MSE3, MSE4 & ME3, ME4 matches the L1 rate</p>	<p>other than MSME, 29.5% each of tendered quantity to MSE1 & MSE2 and 16% of tendered quantity to either of MSE3/MSE4</p> <p>25% of tendered quantity to firm other than MSME, 25% each of tendered quantity to MSE1 & MSE2 and 12.5% each of tendered quantity to MSE3 & MSE4 respectively</p> <p>20% of tendered quantity to firm other than MSME, 35% each of tendered quantity to MSE1 & MSE2 and 10% of tendered quantity to either of ME3/ME4</p> <p>20% of tendered quantity to firm other than MSME, 35% each of tendered quantity to MSE1 & MSE2 and 05% each of tendered quantity to ME3 and ME4</p> <p>20% of tendered quantity to firm other than MSME, 27% each of tendered quantity to MSE1 & MSE2, 16% of tendered quantity to either of MSE3/MSE4, and 10% of tendered quantity to either of ME3/ME4</p> <p>20% of tendered quantity to firm other than MSME, 22.5% each of tendered quantity to MSE1 & MSE2, 12.5% each of tendered quantity to MSE3 & MSE4, and 05% each of tendered quantity to ME3 & ME4</p>
<p>B1: When one or more MEs (say ME1, ME2) is within L1+5% (evaluated rates) and one or more MSEs (MSE3, MSE4)/MEs (ME3, ME4) are within L1+15% range: : Negotiations will be carried out with L1, L2, L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1.</p> <p><u>Let us assume that ME1 is the finally arrived L1</u></p>	<p>Offer will be given to MSE3, MSE4, ME3 and ME4 (within L1+15% range) to match the L1 rate.</p> <p>(i) In case, either of MSE3/MSE4 matches the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it.</p> <p>(ii) In case, both MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it.</p> <p>(iii) In case, either of ME3/ME4 matches the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.</p> <p>(iv) In case, both ME3 & ME4 matches the L1 rate and MSE3, MSE4 do not agree to it.</p> <p>(v) In case, either of MSE3/MSE4 & either of ME3/ME4 matches the L1 rate & further either of MSE4/MSE3 & ME4/ME3 do not agree to it</p> <p>(vi) In case, MSE3, MSE4 & ME3, ME4 matches the L1 rate</p>	<p>50% of tendered quantity to ME1, and 50% of tendered quantity to either of MSE3/MSE4 who matched the L1 rate</p> <p>50% of tendered quantity to ME1, and 25% each of tendered quantity to MSE3 & MSE4 who matched the L1 rate</p> <p>95% of tendered quantity to ME1, and 05% of tendered quantity to either of ME3/ME4 who matched the L1 rate</p> <p>95% of tendered quantity to ME1, and 2.5% each of tendered quantity to ME3 & ME4</p> <p>45% of tendered quantity to ME1, 50% of tendered quantity to either of MSE3/MSE4, and 05% of tendered quantity to either of ME3/ME4</p> <p>44% of tendered quantity to ME1, 25% each of tendered quantity to MSE3 & MSE4, and 03% each of tendered quantity to ME3 & ME4</p>
<p>B2: When one or more MEs (say ME1, ME2) is within L1+5% (evaluated rates) and one or more MSEs (MSE3, MSE4)/MEs (ME3, ME4) are within L1+15% range: : Negotiations will be carried out with L1, L2, L3 firms with the 5% price range as</p>	<p>Offer will be given to MSE3, MSE4, ME3 and ME4 (within L1+15% range) to match the L1 rate.</p> <p>(i) In case, either of MSE3/ MSE4 matches the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it.</p> <p>(ii) In case, both MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it.</p> <p>(iii) In case, either of ME3/ME4 matches</p>	<p>30% of tendered quantity to firm other than MSME, 20% each of tendered quantity to ME1, and 50% of tendered quantity to either of MSE3/MSE4</p> <p>30% of tendered quantity to firm other than MSME, 20% each of tendered quantity to ME1, and 25% each of tendered quantity to e MSE3 & MSE4</p> <p>63% of tendered quantity to firm</p>

Government of Haryana
Department of Industries & Commerce

<p>per the exiting instructions to arrive at finally discovered price L1.</p> <p><u>Let as assume that ME1 matches the finally arrived L1 (firm other than MSME)</u></p>	<p>the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.</p> <p>(iv) In case, both ME3 & ME4 matches the L1 rate and MSE3, MSE4 do not agree to it.</p> <p>(v) In case, either of MSE3/MSE4 & either of ME3/ME4 matches the L1 rate & further either of MSE4/MSE3 & ME4/ME3 do not agree to it.</p> <p>(vi) In case, MSE3, MSE4 & ME3,ME4 matches the L1 rate</p>	<p>other than MSME, 32% each of tendered quantity to ME1, and 05% e of tendered quantity to either of ME3/ME4</p> <p>63% of tendered quantity to firm other than MSME, 31% each of tendered quantity to ME1, and 03% each of tendered quantity to ME3 & ME4</p> <p>28% of tendered quantity to firm other than MSME, 17% of tendered quantity to ME1, 50% of tendered quantity to either of MSE3/MSE4 and 05% of tendered quantity to either of ME3 & ME4</p> <p>28% of tendered quantity to firm other than MSME, 16% of tendered quantity to ME1, 25% each of tendered quantity to MSE3 & MSE4 and 03% each of tendered quantity to ME3 & ME4</p>
<p>B3: When one or more MEs (say ME1, ME2) is within L1+5% (evaluated rates) and one or more MSEs (MSE3, MSE4)/MEs (ME3, ME4) are within L1+15% range: ; Negotiations will be carried out with L1, L2, L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1.</p> <p><u>Let as assume that more than one ME say ME1 & ME2 matches the finally arrived L1 (firm other than MSME)</u></p>	<p>Offer will be given to MSE3, MSE4, ME3 and ME4 (within L1+15% range) to match the L1 rate.</p> <p>(i) In case, either of MSE3/MSE4 matches the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it.</p> <p>(ii) In case, both MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it.</p> <p>(iii) In case, either of ME3/ME4 matches the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.</p> <p>(iv) In case, both ME3 & ME4 matches the L1 rate and MSE3, MSE4 do not agree to it.</p> <p>(v) In case, either of MSE3/MSE4 & either of ME3/ME4 matches the L1 rate & further either of MSE4/MSE3 & ME4/ME3 do not agree to it</p> <p>(vi) In case, MSE3, MSE4 & ME3,ME4 matches the L1 rate</p>	<p>20% of tendered quantity to firm other than MSME, 15% each of the tendered quantity to ME1 and ME2, 50% of tendered quantity to either of MSE3/MSE4 who matched the L1 rate</p> <p>20% of tendered quantity to firm other than MSME, 15% each of the tendered quantity to ME1 and ME2, 25% each of tendered quantity to MSE3 & MSE4</p> <p>45% of tendered quantity to firm other than MSME, 25.5% each of tendered quantity to ME1 & ME2 and 04% of tendered quantity to either of ME3/ME4 who matched the L1 rate</p> <p>45% of tendered quantity to firm other than MSME, 25% each of tendered quantity to ME1 & ME2 and half of 2.5% of tendered quantity to each of ME3 & ME4</p> <p>20% of tendered quantity to firm other than MSME, 13% each of tendered quantity to ME1 & ME2, 50% of tendered quantity to either of MSE3/ MSE4 and 04% of tendered quantity to either of ME3/ME4</p> <p>20% of tendered quantity to firm other than MSME, 13% each of tendered quantity to ME1 & ME2, 25% each of tendered quantity to MSE3 & MSE4 and 02% each of tendered quantity to ME3 & ME4</p>
<p>C1(i) : When one or more MSMEs (say MSE1, ME1) is within L1+5% (evaluated rates) and one or more MSEs (MSE3, MSE4)/ MEs (ME3, ME4) are within L1+15% range: ; Negotiations will be carried out with L1, L2, L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1.</p>	<p>Offer will be given to ME1 (in L1+5% range) and MSE3, MSE4, ME3 and ME4 (within L1+15% range) to match the L1 rate.</p> <p>(i) In case, ME1 and either of MSE3/MSE4 match the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it.</p> <p>(ii) In case, ME1 and both MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it.</p> <p>(iii) In case, ME1 and either of ME3/ME4 match the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.</p> <p>(iv) In case, ME1 and both ME3 & ME4</p>	<p>65% of tendered quantity to MSE1, 25% of tendered quantity to either of MSE3/MSE4 and 10% of tendered quantity to ME1</p> <p>56% of tendered quantity to MSE1, 17% each of tendered quantity to MSE3 & MSE4 and 10% of tendered quantity to ME1</p> <p>90% of tendered quantity to MSE1, 05% of tendered quantity to either of ME3/ME4 and 05% of tendered quantity to ME1</p> <p>90% of tendered quantity to MSE1</p>

**Government of Haryana
Department of Industries & Commerce**

<p><u>Let as assume that one MSE1 and one ME1 are there in L1+5% range and MSE1 is finally arrived L1</u></p>	<p>matches the L1 rate and MSE3, MSE4 do not agree to it.</p>	<p>03% each of tendered quantity to ME3 & ME4 and 04% of tendered quantity to ME1</p>
	<p>(v) in case, ME1 and either of MSE3/MSE4 & either of ME3/ME4 matches the L1 rate & further either of MSE4/MSE3 & ME4/ME3 do not agree to it</p>	<p>65% of tendered quantity to MSE1, 25% of tendered quantity to either of MSE3/MSE4, 05% of tendered quantity to ME1 and 05% of tendered quantity to either of ME3/ME4</p>
	<p>(vi) in case, ME1 and MSE3, MSE4 & ME3,ME4 matches the L1 rate</p>	<p>56% of tendered quantity to MSE1, 17% each of tendered quantity to MSE3 & MSE4, 04% of tendered quantity to ME1 and 03% of tendered quantity to each of ME3 & ME4</p>
<p>C1(ii) : When one or more MSMEs (say MSE1, ME1) is within L1+5% (evaluated rates) and one or more MSEs (MSE3,MSE4)/MEs (ME3,ME4) are within L1+15% range: ; Negotiations will be carried out with L1,L2,L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1. <u>Let as assume that one MSE1 and one ME1 are there in L1+5% range and MSE1 is matches the finally arrived L1</u></p>		<p>Depending upon the various options as mentioned, apportionment will be done accordingly</p>
<p>C2(i) : When one or more MSMEs (say MSE1, ME1) is within L1+5% (evaluated rates) and one or more MSEs (MSE3,MSE4)/MEs (ME3,ME4) are within L1+15% range: ; Negotiations will be carried out with L1,L2,L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1. <u>Let as assume that one MSE1 and one ME1 are there in L1+5% range and ME1 is finally arrived L1</u></p>		<p>Depending upon the various options as mentioned, apportionment will be done accordingly</p>
<p>C2(ii) : When one or more MSMEs (say MSE1, ME1) is within L1+5% (evaluated rates) and one or more MSEs (MSE3,MSE4)/MEs (ME3,ME4) are within L1+15% range: ; Negotiations will be carried out with L1,L2,L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1. <u>Let as assume that one MSE1 and one ME1 are there in L1+5% range and ME1 matches the finally arrived L1</u></p>		<p>Depending upon the various options as mentioned, apportionment will be done accordingly</p>
<p>C3(i) : When one or more MSMEs (say MSE1, ME1) is within L1+5% (evaluated rates) and one or more MSEs (MSE3,MSE4)/MEs (ME3,ME4) are within L1+15% range: ; Negotiations will be carried out with L1,L2,L3 firms with the 5% price range as per the exiting instructions to arrive at finally discovered price L1. <u>Let as assume that one MSE1 and one ME1 are there in L1+5% range and both MSE 1 and ME1 matches the finally arrived L1</u></p>		<p>Depending upon the various options as mentioned, apportionment will be done accordingly</p>
<p>AND SO ON</p>		

Principal Secretary to Government Haryana,
Industries & Commerce Department

(a-1)
 P.D. (Admin)
 Puro Adh. Admin
 11/12/19
 DSA



-45-

Annexure-5

HARYANA GOVERNMENT

INDUSTRIES & COMMERCE DEPARTMENT

Notification

The 11th December, 2019.

EA-II

No.2/2/2016-4IB-II - The State Government vide G.O. No.2/2/2016-4I BII Dated 20.10.2018 had extended special benefits/concessions to Haryana based Micro, Small & Medium Industrial Enterprises in the State Public Procurement Policy for MSMEs - 2016. The matter regarding Purchase Preference to Micro, Small & Medium Industrial Enterprises as provided in the policy and basic Eligibility Criteria of filing of Entrepreneurs Memorandum (EM) in Haryana in respect of the quoted items were inviting attention of the State Government in view of (a) that in many cases, it was observed that the manufacturing capacity of the MSME did not match the Purchase Preference available in a particular purchase case (b) the Department of Industries & Commerce, Haryana had stopped issuing EM-I/EM-II since 2015 in view of Ministry of MSME, Govt. of India Notification Dated 18.09.2015 in which it was decided that every Micro, Small & Medium Enterprise shall file Udyog Aadhaar Memorandum (UAM).

The matter has been reconsidered by the State Government and the following is decided:-

1. The Para-3(A)(vi) and Para-3(B)(ii) under the title Concessions/ Benefits to Micro & Small Enterprises (MSEs) and Concessions/ Benefits to Medium Enterprises are amended as under:-

Para No. in the Policy	Concessions/ Benefits allowed to MSE	Existing provision	Amended provision
3(A)(vi)	Concessions/Benefits allowed to MSEs - Purchase Preference	50% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility	Upto 50% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility
3(B)(ii)	Concessions/Benefits allowed to Medium Enterprises - Purchase Preference	10% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility	Upto 10% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility

The above amendments will be effective w.e.f 23.04.2018.

2. The content "Entrepreneurs Memorandum" wherever applicable in the Haryana State Public Procurement Policy for MSMEs - 2016 is hereby replaced with content "Entrepreneurs Memorandum/ Udyog Aadhaar Memorandum" and will be effective w.e.f 26.09.2018.

This issues with the concurrence of Finance Department conveyed vide their U.O. No. 1/48/2016-4FD III/4405(2077) of dated 12.04.2018 in respect of Sr. No. 1 above and vide their U.O. No. 1/48/2016-4FD III/25196 of dated 26.09.2018 in respect of Sr. No. 2.

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

Devender Singh
 Additional Chief Secretary to Government Haryana,
 Industries & Commerce Department

-46-

Endst. No.2/2/2016-4IB-II

Dated: 11.12.2019

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. All Registrars, Universities of the State of Haryana.
7. Registrar, Punjab & Haryana High Court.

-sd-
Superintendent Industries-II,

For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

Endst. No.2/2/2016-4IB-II

Dated: 11.12.2019

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.

[Signature]
Superintendent Industries-II,

For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

Endst. No.2/2/2016-4IB-II

Dated: 11.12.2019

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 Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

A copy of the above is forwarded to Additional Chief Secretary to Government Haryana, Finance Department (in FD-III) for information with reference to his U.O. No. 1/48/2016-4FD III/4405(2077) of dated 12.04.2018 and U.O. No. 1/48/2016-4FD III/25196 of dated 26.09.2018.

-sd-
Superintendent Industries-II,

For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

To,

The Additional Chief Secretary to Government Haryana,
Finance Department (in FD-III Branch)

U.O. No.2/2/2016-4IB-II

Dated: 11.12.2019

PUC -47-

From

The Director of Industries & Commerce, Haryana
30-Bays Building, Sector-17, Chandigarh

Directorate of Supplies & Disposals Haryana,
SCO 9, Sector 16, Panchkula
04 1111 7018
3979
CFMS No.....

To

The Director, Supplies & Disposals, Haryana,
Sector-16, Panchkula.

Memo No. TS/DS&D/ 11389-A
Dated Chandigarh, the 03/07/18

Subject: Public Procurement Policy for MSEs, 2012.

6-6)
AD (Admin)
PA to AD (Admin)
4/7/18
D.S.A.
4/7/18

EA-11

Please refer to your office memo no. DGs&D/Admin/MSME/2018/3303 dated 07.06.2018 on the subject cited as above.

The requisite point-wise information is as under:

- A. The Department of Industries & Commerce, Haryana has stopped issuing EM-I/ EM-II since 2015 in view of Ministry of MSME, Govt. Of India, notification dated 18.09.2015.
- B. From the Note (ii) of the Notification dated 30.06.2017 it is clear that Udyog Aadhar Memorandum (UAM) has replaced SSI registration and EM-II.
- C. The Industries and Commerce Department has not issue any such notification.
- D. The information sought is already clarified at Sr. No. B and the same may be allowed.

A copy of Notification issued by Ministry of MSME, Government of India, dated 30.06.2017 is hereby enclosed for reference. This is for your kind information, please.

Encl: As above


Assistant Director (Tex)
For Director of Industries & Commerce, Haryana



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

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नई दिल्ली, शुक्रवार, जून 30, 2017/आषाढ़ 9, 1939

No. 1827]

NEW DELHI, FRIDAY, JUNE 30, 2017/ASADHA 9, 1939

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

अधिसूचना

नई दिल्ली, 30 जून, 2017

का. आ. 2052 (अ).—सूक्ष्म, लघु और मध्यम उद्यम विकास अधिनियम, 2006 (2006 का 27) की धारा 8 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, एवं दिनांक 10 जनवरी, 2017 के भारत के राजपत्र, असाधारण, भाग II, खंड-3, उपखंड (ii) में प्रकाशित भारत सरकार, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय की दिनांक 10 जनवरी, 2017 की अधिसूचना संख्या का.आ. 85(अ) के स्थान पर इस अधिसूचना से पूर्व की गई या की जाने के लिए हटायी गई बातों के सिवाय केन्द्र सरकार इस मामले में सलाहकार समिति की सिफारिश प्राप्त करने के पश्चात् एतद्वारा निर्धारित करती है कि कोई सूक्ष्म, लघु और मध्यम उद्यम निम्नलिखित प्रक्रिया के अनुसार इस अधिसूचना के मालग्र फॉर्म I में उद्योग आधार जापन (जिसे इसमें इसके पश्चात् जापन कहा गया है) फाइल करेगा, नामतः

- (1) जापन सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय, भारत सरकार की वेबसाइट <http://udyogaadhaar.gov.in> पर ऑनलाइन फाइल किया जाएगा;
- (2) उक्त अधिनियम की धारा 7 में उल्लिखित सीमा से नीचे के संयंत्र एवं मशीनरी में कुल निवेश से वस्तुओं के विनिर्माण (मैन्यूफैक्चरिंग) अथवा सेवा देने में लगे प्रत्येक सूक्ष्म, लघु और मध्यम उद्यम जापन फाइल करेगा;
- (3) विनिर्माण अथवा सेवा अथवा दोनों सहित एक से अधिक श्रेणियों को इस जापन में निर्दिष्ट किया जा सकता है;

-49-

- (4) स्वामित्व-फर्म के मामले में स्वामी, साझेदारी फर्म के मामले में प्रबंध साझेदार तथा हिंदू अविभाजित परिवार (एचयूएफ) के मामले में कर्ता जापन में अपनी आधार संख्या देगा,
- (5) कम्पनी अथवा सीमित देयता साझेदारी (लिमिटेड लायबिलिटी पार्टनरशिप) अथवा सहकारी समिति अथवा सोसाइटी अथवा न्यास के मामले में प्राधिकृत (ऑथोराइज्ड) हस्ताक्षरी की आधार संख्या के साथ संगठन की स्वामी खाता संख्या (पैन) का जापन में उल्लेख किया जाएगा,
- (6) नये जापन के सत्यापन तथा मौजूदा जापन के संशोधन के लिए एक बारगी पासवर्ड (ओटीपी) आवेदक की आधार संख्या से जुड़े मोबाइल फोन पर भेजा जाएगा और आवेदक जापन प्रस्तुत करने से पूर्व फॉर्म में ओटीपी दर्ज करेगा;
- (7) जापन स्वघोषणा आधार पर फाइल किया जाएगा तथा ऐसी फाइलिंग के समय कोई अतिरिक्त दस्तावेज अपलोड किया जाना अपेक्षित नहीं है:

बशर्ते कि केन्द्र सरकार अथवा राज्य सरकार अथवा इसके लिए प्राधिकृत ऐसा व्यक्ति जहाँ कहीं आवश्यक हो, जापन में दी गई सूचना का दस्तावेजी सबूत मांग सकता है;

- (8) फॉर्म II में उद्योग आधार पंजीकरण प्रमाणपत्र सृजित कर जापन में दिए गए ई-मेल पते पर भेज दिया जाएगा;
- (9) उद्योग आधार जापन फाइल करने के लिए कोई शुल्क नहीं होगा;
- (10) यदि आवेदक अथवा प्राधिकृत हस्ताक्षरी के पास आधार संख्या नहीं है अथवा यदि किसी कारण से आवेदक के लिए ऑनलाइन फाइलिंग संभव नहीं है तो वहाँ पर विधिवत् भरे हुए फॉर्म I की हार्डकापी निम्नलिखित वैकल्पिक दस्तावेज और पहचान पत्र के साथ सम्बन्धित जिला उद्योग केन्द्र (डी आई सी) अथवा विकास आयुक्त सूक्ष्म, लघु और मध्यम उद्यम के अधीनस्थ सूक्ष्म, लघु और मध्यम उद्यम-विकास संस्थान (एमएसएमईडीआई) कार्यालय में प्रस्तुत की जाएगी

(क) (i) आधार पंजीकरण आईडी स्लिप; अथवा

(ii) आधार पंजीकरण के लिए किए गए अनुरोध की प्रति;

(ख) आवेदक या प्राधिकृत हस्ताक्षरी के निम्नलिखित दस्तावेजों में से कोई, नामतः-

(i) बैंक पास बुक की फोटोकॉपी; अथवा

(ii) मतदाता पहचान पत्र कार्ड; अथवा

(iii) पासपोर्ट; अथवा

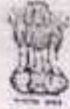
- (iv) ड्राइविंग लाइसेंस; अथवा
- (v) पैन कार्ड; अथवा
- (vi) सरकार द्वारा जारी कर्मचारी का फोटोयुक्त पहचान-पत्र
- (11) कोई भी उद्यम एक से अधिक जापन फाइल नहीं करेगा;
- (12) पते में परिवर्तन अथवा उद्यमों द्वारा कार्यकलापो में परिवर्धन (एडिशन) अथवा विलोपन (डिलीशन) अथवा अन्य परिवर्तनों के मामले में स्वामी अथवा प्रबंध साझेदार अथवा प्राधिकृत व्यक्ति सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय की वेबसाइट <http://udyogaadhaar.gov.in> पर उपलब्ध ऑनलाइन उद्योग आधार जापन की फाइलिंग के लिए दिशा-निर्देशों के अनुसार विद्यमान जापन के संशोधन के लिए आवेदन कर सकता है;
- (13) संबंधित जिले के जिला उद्योग केन्द्र का महाप्रबंधक उद्यम द्वारा प्रस्तुत जापन की जाँच एवं मत्यापन करेगा तथा किसी चिन्मगति के मामले में उद्यम को अपनी स्थिति स्पष्ट करने के लिए अचसर देते हुए एक नोटिस जारी करेगा और निष्कर्षों के आधार पर वह जापन को संशोधित कर सकता है अथवा पंजीकरण प्रमाण पत्र, यदि पहले जारी किया गया हो, को रद्द कर सकता है।

[फा. सं. ए-54(1)/2014-सीडीएन(खंड)]

बी. एच. अनिल कुमार, सयुक्त सचिव

टिप्पणी:

- i) जिन उद्यमों ने ईएम-II या लघु उद्योग पंजीकरण फाइल किया है, उन्हें यूएम फाइल करने की आवश्यकता नहीं होगी लेकिन वे इसे फाइल कर सकते हैं, यदि वे इसे करना चाहते हैं।
- ii) ईएम-I को बंद कर दिया गया है तथा इकाई स्थापित करने के पश्चात् उद्यमी को यूएम फाइल करना है जो लघु उद्योग पंजीकरण तथा ईएम-II को प्रतिस्थापित करता है। विनियामक प्राधिकरण, बैंक, यूटिलिटी आदि को ईएम-I पर जोर नहीं देना चाहिए।



भारत सरकार
GOVT. of India
सूक्ष्म, लघु और मध्यम उद्यम विभाग
MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES

MSME
सूक्ष्म, लघु और मध्यम उद्यम
MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES

फार्म 1

उद्योग आधार

Udyog Aardhaar

MSME

उद्यम का प्रकार	पुरुष	मनु	पारम
वित्तियोग	क	ख	ग
सेवा	घ	ङ	च

उद्योग आधार जापन

1	आधार संख्या				
2	पैन संख्या*				
3	उद्यमी का नाम				
4	सामाजिक श्रेणी				
5	लिंग	अनु. जाति	अनु. जनजाति	अन्य पिछड़ा वर्ग	असामान्य
6	विभाग	पुरुष		स्त्री	
7	उद्यम का नाम	हाँ		नहीं	
8	संगठन का प्रकार **				
9	राज्य/उद्यम का पता	प्लॉट/डोर/ब्लॉक सं.			
		परिसर/भवन/वाँच का नाम			
		रोड/स्ट्रीट/लैन		क्षेत्र/स्थान	
		शहर		पिनकोड	
		राज्य		जिला	
10	उद्यम के कार्यालय का पता	जिला			
	कृपया आधार अनुधार घोषित संख्या दें जिससे ओटीपी भेजी जाती है।	मोबाइल नं.		राज्य	
				पिन	
11	आरम्भ होने की तिथि	ई-मेल			
12	पूर्व पंजीकरण संख्या, यदि कोई हो	एसएसआई			
		ईएम-1			
		ईएम-2			
13	बैंक खाते का विवरण	आईएफएस कोड			
		बैंक खाता			
14	प्रमुख गतिविधि	वित्तियोग			
15	राष्ट्रीय उद्योग वर्गीकरण कोड	सेवा			
16	उद्यम में कर्मचारियों की संख्या				
17	निवेश (सांघ और मशीनरी/उपकरण)				
18	जिला उद्योग केन्द्र				
घोषणा					
मैं एतद्वारा घोषणा करता/करती हूँ कि उपर्युक्त सूचना मेरी जानकारी में सही है। कोई सूचना जिसको सत्यापित किया जाना अपेक्षित हो, उसे संबंधित प्राधिकारी के समक्ष तत्काल उपलब्ध कराया जाएगा। सन्तुष्ट हूँ।					
*किमी कंपनी या लिमिटेड देयता साझेदारी या सहकारी समिति या समिति या न्याय के मामले में					
**(1) स्वामित्व, (2) हिन्दू अविभाजित परिवार (एचयूएफ), (3) साझेदारी, (4) सहकारी, (5) प्राइवेट लिमिटेड कंपनी, (6) सार्वजनिक लिमिटेड कंपनी, (7) स्व सहायता समूह, (8) अन्य					

hereby specifies that any micro, small and medium enterprise shall file Udyog Aadhaar Memorandum (hereafter, referred to as the memorandum) in Form-I appended to this notification, in accordance with the following procedure, namely—

- (1) The memorandum shall be filed online on the website of the Ministry of Micro, Small and Medium Enterprises, Government of India at <http://udyogaadhaar.gov.in>,
- (2) Every micro, small and medium enterprise engaged in the manufacturing of goods or rendering of services with total investment in plant and machinery within the limit specified in section 7 of the said Act, shall file the memorandum,
- (3) Any number of activities including manufacturing or service or both may be specified in the memorandum,
- (4) The proprietor in the case of a proprietorship firm, managing partner in the case of a partnership firm and a karta in the case of a Hindu Undivided Family(HUF), shall provide his Aadhaar Number in the memorandum,
- (5) In case of a company or a limited liability partnership or a cooperative society or a society or a trust, Permanent Account Number(PAN) of the organisation along with Aadhaar number of the authorised signatory shall be specified in the memorandum,
- (6) A one time password (OTP) for verification of the fresh memorandum as well as amending of the existing memorandum shall be sent on mobile phone linked to the Aadhaar number of the applicant and the applicant shall enter the OTP in the form before submitting the memorandum;
- (7) The memorandum shall be filed on self certification basis and no additional document is required to be uploaded at the time of such filing;

Provided that the Central Government or the State Government or such person as may be authorised in this behalf may seek documentary proof of the information provided in the memorandum, wherever necessary,

- (8) Udyog Aadhaar Registration Certificate in Form II shall be generated and mailed to the email address provided in the memorandum;
- (9) There shall be no fee for filing the Udyog Aadhaar Memorandum;
- (10) In case an applicant or the authorised signatory does not have Aadhaar number or in cases where online filing is not possible for any reason, a hard copy of the duly filled Form I, shall be submitted to the concerned District Industries Center (DIC) or to the Office of the Micro, Small and Medium Enterprise-Development Institute (MSME-DI) under the Development Commissioner, MSME alongwith the following documents as alternative and viable means of identification:
 - (a) (i) Aadhaar enrolment ID slip; or
 - (ii) a copy of the request made for Aadhaar enrolment; or
 - (b) any of the following documents of the applicant or the authorised signatory, namely—
 - (i) Bank photo passbook; or
 - (ii) voter ID Card; or
 - (iii) passport; or
 - (iv) driving license; or
 - (v) PAN card; or
 - (vi) employee photo identity card issued by the Government.

- (11) No enterprise shall file more than one memorandum;
- (12) In case of change in address or addition or deletion of activities by the enterprises or for other changes, the proprietor or the managing partner or an authorised person may apply for amendment of the existing memorandum in accordance with the guidelines for filing the online Udyog Aadhaar Memorandum provided in the website of the Ministry of Micro, Small and Medium Enterprises, at <http://udyogaadhaar.gov.in>;
- (13) The General Manager of the District Industries Center of the concerned district shall undertake enquiry and verification of the memorandum submitted by the enterprise and in case of any discrepancy, issue a notice to the enterprise, giving it an opportunity to present its case and based on the findings, he may amend the memorandum or cancel the Registration Certificate if already issued.

[F. No. A-54(1)2014-CDN(pt.)]

B. H. ANIL KUMAR, Jt. Secy.

Note:

- (i) Enterprises that have filed EM-II or SSI registration, shall not be required to file UAM but may file it, if they so desire.
- (ii) EM-I has been stopped and after establishing a unit, an enterprise has to file UAM which replace SSI registration and EM-II. Regulatory authorities, banks, utility etc. should not insist on EM-I.



भारत सरकार
 Ministry of Industry
 उद्योग आदर्ह - 54-
 MIN. 1 - (2) MICRO, SMALL & MEDIUM ENTERPRISES



Udyog Aadhaar

	Type of Enterprise	Micro	Small	Medium
	Manufacturing	A	B	C
	Service	D	E	F

Udyog Aadhaar Memorandum

1	Aadhaar Number			
2	PAN Number*			
3	Name of Entrepreneur			
4	Social Category	SC	ST	OBC
5	Gender	Male	Female	
6	Physically Handicapped	Yes	No	
7	Name of Enterprise			
8	Type of Organisation**			
9	Location of Plant(s)/Enterprise(s)	Flat/Door/Block No.		
		Name of Premises/Building/ Village		Area/Locality
		Road/Street/ Lane		Pin Code
		City		District
		State		
10	Official Address of Enterprise Please enter mobile number as in aadhaar for which OTP to be sent	District	State	Pin
		Mobile No:	Email	
11	Date of commencement			
12	Previous Registration Number-if any	SSI		
		EM-1		
		EM-2		
13	Bank Details	IFS Code:		
		Bank Account:	Service	
14	Major Activity	Manufacturing		
15	National Industry Classification Code			
16	Persons employed			
17	Investment (Plant and Machinery Equipment's)			
18	District Industries Centre			

Declaration
 I hereby declare that information given above is true to the best of my knowledge. Any information, that may be required to be verified, shall be provided immediately before the concerned authority.
 Submit

* In case of a company or a limited liability partnership or a cooperative society or a society or a trust.
 **(1) Proprietary, (2) Hindu Undivided Family (HUF), (3) Partnership, (4) Co-Operative, (5) Private Limited Company, (6) Public Limited Company, (7) Self Help Group, (8) Others



भारत सरकार
 Government of India
 कृषि, उद्योग और परिवहन विभाग
 DEPARTMENT OF MICRO, SMALL & MEDIUM ENTERPRISES



FORM-II



	Type of Enterprise	Micro	Small	Medium
	Manufacturing	A	B	C
	Service	D	E	F

Udyog Aadhaar Registration Certificate

Udyog Aadhaar Number				
Name of Enterprise				
Location of Plant(s)/Enterprise(s)	Flat/Door/Block No.			
	Name of Premises/Building/Village			
	Road/Street/ Lane		Area/Locality	
	City		PIN Code	
	State		District	
Official Address of Enterprise				
	District	State	PIN	
	Mobile No:		Email:	
Date of Commencement				
Major Activity	Manufacturing		Service	
Enterprise Type	Micro	Small	Medium	
National Industry Classification Code(s)				
Previous Registration Number-if any	SSI			
	EM-1			
	EM-2			
Acknowledgement	Date of Filing		Date of Printing	

Disclaimer. This is computer generated statement, no signature required.
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-56-

Government of Haryana
Department of Industries & Commerce

Office of Supplies & Disposals Haryana,
SCO 9, Sector 16, Panchkula

07 JAN 2019

CFMS No. 112/2019
Dated: 03.01.2019

Notification

AD (Admin) (O.L.)

No. 2/2/2016-4IB-II

Subject:-

Concessions/ benefits in Public Procurement to Startups/First Generation Entrepreneurs in the State.

In order to strengthen Startup movement in the State, to provide opportunity to Startups to scale up and to allow them to compete with experienced entrepreneurs and companies in Public Procurement by relaxing the norms for Public Procurement for them, it has been decided that the concessions/benefits as allowed to MSEs of the State as provided in "Haryana State Public Procurement Policy for MSMEs-2016 dated 20.10.2016 and further amendment dated 23.04.2018" in the matter of Tender Fee, EMD, Performance Security, Turnover, Past Performance & Experience and Purchase Preference will also be provided to 'Startups' of the State by considering them to be at par with Micro & Small Enterprises (MSEs) subject to the condition that the Startups shall be required to meet the other quality and technical specifications as part of qualifying requirements of the procurements. The concessions/ benefits will be as under:-

Proposed Concessions/benefits in Public Procurement to Startups/First Generation Entrepreneurs in the State

Sr. No.	Area as part of Qualifying requirements	Concessions/benefits may be allowed to Startups/First Generation Entrepreneurs	Eligibility for Startups/First Generation Entrepreneurs for the concessions/benefits
1.	Tender Fee	Exemption on the payment of Tender Fee subject to fulfillment of conditions as per eligibility	a. The entity is declared as a 'Startup/First Generation Entrepreneurs' as per provision contained in Haryana Government, Industries & Commerce Department Notification No.49/43/2015-4IB1 dated 17.04.2016 notifying the scheme of "Start-ups/First General Entrepreneurs" in the State or as amended from time to time. b. The Startup will be required to submit the relevant information as above as part of technical bid of the relevant public procurement tender to claim the benefits/concession as mentioned. c. Startups who have filed Entrepreneurs Memorandum/ Udyog Aadhaar Memorandum in Haryana in respect of the manufacturing/works/services, participate directly in tender and not through any intermediaries (their dealers/ agents/ distributors), will not subcontract to any other firm and to carry the entire manufacturing/ works/ services at their enterprise
2.	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money Deposit (EMD) subject to fulfillment of conditions as per eligibility.	
3.	Performance Security	90% concession on Performance Security as applicable to other Haryana based firms subject to fulfillment of conditions as per eligibility	
4.	Turnover	Concession of 80% on Turnover condition imposed as qualifying criteria.	
5.	Past Performance & Experience	Exempted in respect of past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility.	
6.	Purchase Preference	Upto 50% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility. This ceiling of upto 50% Purchase Preference also includes the Purchase Preference available to Haryana State based MSEs as per above referred policy dated 20.10.2016 & amendment 23.04.2018.	

AD

DSA

MWB

7/1/19

EA-II

-57-

This issues with the concurrence of Finance Department conveyed vide their U.O. No. 1/48/2016-4FD III/17106 of dated 22.11.2018.

The above instructions may be brought to the notice of all concerned and shall be applicable to all the tenders floated/ invited after issue of these instructions.

Devender Singh
Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

Dated: 03.01.2019

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

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.

Amalika
Superintendent Industries-II,
o/c For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

Dated: 03.01.2019

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

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.

Amalika
Superintendent Industries-II,
o/c For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

Dated: 03.01.2019

Endst. No.2/2/2016-4I-B 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.

Amalika
Superintendent Industries-II,
o/c For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

Dated: 03.01.2019

A copy of the above is forwarded to the Additional Chief Secretary to Government Haryana, Finance Department for information.

Amalika
Superintendent Industries-II,
o/c For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

Dated: 03.01.2019

To,
Administrative Secretary to Government Haryana,
Finance Department

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

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.

Amalika
Superintendent Industries-II,
o/c For Additional Chief Secretary to Government Haryana,
Industries & Commerce Department

Dated: 03.01.2019

To,
Sr. Spl. Private Secretaries/ Spl. Private Secretaries/
Private Secretaries to the Chief Minister/ Ministers
U.O.No.2/2/2016-4I-B II/

Dated: 03.01.2019

ACS INDUSTRIES

-58-

O/o PS & D, Haryana

Annexure - 7

Dated: 25/7/16

Government of Haryana
Department of Industries & Commerce

G.O. No. 2/2/2016-41-B II dated 25-7-2016

Dy. Director

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.

C/o Pt. Seey, Ind./E & I.T.
Diary No 2629//
Dated 26/7/16

PSI (Beary)

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:-

PSI
2/9/16

(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

MD/INDIA
MD/HFC
CB/KUIB

(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.

Uploaded on DNIT portal
25/7/16
PSI
A. S. Choudhary
27/7/16
28/7/16
29/7/16
30/7/16

- (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

-60-

e-off no = 18913-8
Dt = 18/11/2020

Government of Haryana
Department of Industries & Commerce

Notification

No. 02/08/2020-41B-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).

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 'Class-I Local Supplier' shall get

-62-

Government of Haryana
Department of Industries & Commerce

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.

Government of Haryana
Department of Industries & Commerce

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 "1" 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

-64-

Government of Haryana
Department of Industries & Commerce

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

Government of Haryana
Department of Industries & Commerce

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."

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.

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Government of Haryana
Department of Industries & Commerce

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

7/10

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

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-68-

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.

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-69-

Government of Haryana
Department of Industries & Commerce

Endst. No.02/08/2020-41B-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.

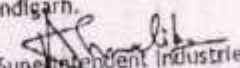
Superintendent Industries-II,
For Principal Secretary to Government Haryana,
Industries & Commerce Department

Dated: 18/11/2020

Endst. No.02/08/2020-41B-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.02/08/2020-41B-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

Dated:

U.O. No.02/08/2020-41B-II

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-70-

e-office no = 233492
DT = 10/12/2020

Government of Haryana
Department of Industries & Commerce
Notification

Annexure-9

No. 02/09/2020-4IB-II

Dated: 10/12/2020

AJA (Admin)

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

PL upload
a copy of
same on
website
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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.

ASA

11/12/20

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;

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 Gol 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 Gol 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 Gol 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.

-72-

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.

[Signature]
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

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division


161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4/12

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

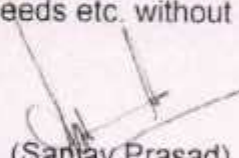
13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

6/12

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
 - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, 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 shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. 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.

7/12

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, 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.
- L. 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 DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

8/12

Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

9/12

Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

10/12

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

11/12

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

12/12
