

TENDER DOCUMENTs

(NOT TRANSFERABLE)

Online Tender for the Rate Contract for the supply of Medicines to Various Hospitals of Government of Haryana for a Period of Two Years For “Group A” Medicines

Tender Reference No. 390/Tend/GPA/2026-27/3/4-A Dated: 04.06.2026

Last Date for receipt of Tender 25.06.2026 till 01:00 PM

**Haryana Medical Services Corporation Limited,
(A Government of Haryana Undertaking)
Plot No. 9, DHL Square Building, 5th Floor,
Sector-22, IT Park Panchkula.**

Phone: 0172-4788222

Website: www.hmscl.org.in

Interested bidders are directed to submit online Tender Fee, Bid Security (EMD) and Bid Processing Fee. Firm will submit Tender Fee Rs. 5,000/-, Bid Security (EMD) Rs. 50,000/- for each item upto maximum of Rs. 2,00,000/- and Bid Processing Fee Rs. 1,000/- through online (NIC Portal) in SBI Account of HMSCL. No Demand Draft / Bankers Cheque will be accepted for the submission of Tender Fee, Bid Security (EMD) and Bid Processing Fee, if the same is found then bid is liable to be cancelled & considered the bidder is not as per DNIT.

Email ID for the Submission of any Clarification or Representations:- hmscltenders@gmail.com (No Clarification/Representation be entertained if not received on said email.)

INDEX

S. No.	Title	Contents	Page No
1	Section I	Notice Inviting Tender	3 - 6
2	Section II	Checklist	7 - 13
3	Section III	Schedule of Requirements: <i>Brief description of items, their quantities, place of delivery and delivery schedule.</i>	14 - 18
4	Section IV	Technical Specifications	19 - 21
5	Section V	Eligibility Criteria	22 - 26
6	Section VI	Bidding Procedure	27 - 42
7	Section VII	Contract Document	43 - 46
8	Section VIII	Conditions of Contract	47 - 65
9	Section IX	Forms and Formats	66 - 114

SECTION I: NOTICE INVITING TENDER

**Haryana Medical Services Corporation Limited
(A Government of Haryana Undertaking)**

NOTICE INVITING TENDER

Tender Ref. No. 390/Tend/GPA/2026-27/3/4-A

Dated 04.06.2026

1. The Haryana Medical Services Corporation Limited - HMSCL is a fully owned Govt. company set up by the Govt. of Haryana to act as the central procurement agency for procuring all essential drugs, consumables and equipments for various health care institutions of the State.
2. HMSCL invites online bids from the eligible and qualified bidders for Online Tender for the Rate Contract and Supply of Medicines to Various Hospitals of Government of Haryana for a Period of Two Years For "Group A" medicines (all Injectable, all doses forms of Antibiotics & Analgesics, Vaccines, Sera, Biologics, Surgical Sutures and Implants) as per details in the Schedule of Requirement.
3. Bidding will be conducted through Open Competitive Bidding following a two Bid System i.e. Technical Bid and Financial Bid as per procedure specified in the tender document.
4. The Schedule of E-Tendering Activities are as under:

S. No.	Activity	Date and Time
1	Period of sale of Bidding Document	04.06.2026 onwards
2	End date for submission of representation	11.06.2026 till 05:00 PM
3	End of Bid Submission	25.06.2026 till 01:00 PM
4	Opening of Technical Bid	25.06.2026 at 04:00 PM in HMSCL, Sector-22, Panchkula

5. The date and time for opening of the Financial Bids shall be intimated after evaluation of the technical bid.
6. In case date of opening falls on day which is declared public holiday, the bids shall be opened on the next day at the same time.

7. Bidders requiring further information or clarification can obtain the same by writing email to ***hmscltenders@gmail.com***.
8. The bidders are advised to register themselves on the e-procurement portal ***www.etenders.hry.nic.in*** and obtain valid Class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000. The said website can be accessed for additional information about registration and use of Portal.
9. Bidders can submit its tender online at ***www.etenders.hry.nic.in*** on or before the dates specified.
10. (a) The Bidders who have downloaded the Bid documents, shall be solely responsible for checking the above website for any addendum/amendment to the bid document issued subsequently, and take into consideration the same while preparing and submitting the Bids.
- 11 Bids must be submitted in the manner as specified in the instructions to bidders in the tender document. Late Bid or Bids not submitted at the designated address will be summarily rejected. Bidders' representatives are invited to attend the pre-bid meeting and bid opening.

**Managing Director,
Haryana Medical Services Corporation Limited**

END OF SECTION I

SECTION II: CHECKLIST

SECTION II: CHECKLIST

All mentioned documents must be uploaded at the time of Bid Submission and no fresh document will be accepted after closing date of the tender. However, clarification can be sought from the bidder. The bidder should submit the following documents in the technical bid:-

Sr. No.	Particulars	Clause No. of DNIT
1	A checklist indicating the documents submitted with the bid document and their respective page number shall be enclosed with the bid document. The documents should be serially arranged and should be securely tied and bound. All pages of bid document should be numbered.	5.12.1 (p)
2	Manufacturing License:- <ul style="list-style-type: none">• The bidder should furnish attested photocopy of Manufacturing License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.• In case of consumables items Indian Manufacturer having valid manufacturing license/license under MDR. The items not covered under drug manufacturing license the firm should be registered with industry department.• Copy of import license (in case of importer) issued by the appropriate authority should be furnished. The license must have been renewed up to date and should be valid for the contract period.	4.1
3	GMP (GOOD MANUFACTURING PRACTICE): <ul style="list-style-type: none">• The WHO GMP inspection certificate and product wise Certificate of Pharmaceutical Products (COPP). The certificate must have been renewed up to date and should be valid for the contract period.• Document required: WHO-GMP inspection certificate and COPP.	4.2
4	MANUFACTURING AND MARKETING EXPERIENCE:- <ul style="list-style-type: none">• Market Standing Certificate as a Manufacturer for item/s quoted for the last 3 years (Certificate should be enclosed with list of items) issued by a Chartered Accountant. In case of direct importer, market standing certificate issued by Chartered Accountant and evidence for importing the said items for the last three (3) years such as bill of landing, bill of entry for last Three (3)	4.3

	<p>years.</p> <ul style="list-style-type: none"> For proprietary drugs, if a firm is the sole manufacturer for the products, it can be eligible provided it submits certificate to this effect from the State Drug Controller/ Licensing Authority. For the items not under drug manufacturing License/License under MDR CA certified copy should be submitted. For non drug items a certificate of quantities manufactured by Chartered Accountant is required OR proof of supply of the quoted items to any Government/ government organization. The merger/amalgamation/transfer of business/transfer of asset etc. of a firm affects the bid condition relating to “past performance” / “Market Standing Certificate” in preceding three years. The eligibility of bidder in this regard shall be ascertained by the purchase committee on the basis of the agreement/BOD/resolution/CA certificate or any other documents certificates which shall be annexed with tender documents provided that the drug is being imported and sold in India for the last preceding three years. 	
5	<p>TURNOVER REQUIREMENTS:-</p> <ul style="list-style-type: none"> Audited financial statements for last three years in respect of annual turnover. Group turnover will not be considered for determining the eligibility and CA certified copy of the sale tax return. Copies of the Balance Sheet and Profit and Loss Account for the three years as above duly certified by the practicing Chartered Accountant. 	4.4
6	<p>NON CONVICTION/ BLACKLISTING:-</p> <p>Firm should submit a non-conviction certificate issued by the State Drug Controller, to the effect that the manufacture has not been convicted under the Drugs and Cosmetics Act. 1940 and rules there under during the preceding three years for any of the drug for which he has quoted price and that no case /proceeding is pending against the manufacture in any court of law in India under the Drugs & Cosmetics Act.</p>	4.5
7	<p>Documentary evidence for the constitution of the company /Firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present Directors in the board of the Company duly certified by a Company Secretary of a Company/Practicing Company Secretary/Chartered Accountant to be furnished.</p>	5.12.1 (a)

8	The instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidder should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the bidder should sign the tender documents. Authorization letter nominating a responsible person of the bidder to transact the business with the Tender Inviting Authority.	5.12.1 (d)
9	Performance statement of manufacture to establish quantities manufactured in last 3 years attested by Chartered Accountant.	5.12.1 (i) ANNEXURE-8.8
10	List of Items Quoted.	5.12.1 (f), Annexure-8.3
11	Details containing the name and address of the certified manufacturing premises where the items quoted are actually manufactured, its annual production capacity.	5.12.1 (m)
12	Details of technical personnel employed in the manufacture and Quality check of Medicines (Employee Name, Qualification, and Experience) as endorsed in license.	5.12.1 (n)
13	The bidders shall have to submit a valid VAT/GST clearance certificate from the concerned commercial Tax officer or affidavit and the Permanent Account Number (PAN) issued by the INCOME TAX Department.	5.12.1 (o)
14	Undertaking by the firm that they will own responsibility of any damage arising because of delay in supply, non-supply or supply of poor quality items.	5.12.1 (q)
15	An undertaking by the firm that they agree to terms and conditions of the DNIT.	5.12.1 (r)
16	A copy of label of medicine/ medical consumables manufactured by bidder.	5.12.1 (s)
17	Mandate Form Bank details of firm.	Annexure-8.12
18	<p>Undertaking regarding Price fall clause:-</p> <p>If at any time during the execution of the contract the controlled price becomes lower or the contractor reduces the sale price or sells or offer to sell such stores as are covered under the contract, to any person organization including the purchaser or any department of Central Government/State Government at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the store supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly</p>	7.15

	reduced. An undertaking to this effect must be submitted along with Tender.	
19	Undertaking regarding Expiry clause:- The bidders should give an undertaking that the firm will replace the unused expired stores with fresh goods. Firm will be informed of near expiry stock 180 days in advance.	7.7.3
20	In case of MSME Firm: copy of UDYAM, Affidavit-I as per MSME Policy 2016.	As per policy of MSME Haryana 2016 which is part of DNIT
21	<p>Affidavit for compliance of WHO-GMP (On Rs. 100/- notarized stamp paper). (submit by the Manufacturer):-</p> <p>I/We M/s. ----- represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at-----</p> <p>and its Factory Premises at do declare that I/We have carefully read all the conditions of tender in Ref. No. ----- for supply of Pharmaceuticals to various Government Hospitals of Government of Haryana for a period of two years and accepts all conditions of the Tender including amendments/corrigendum subsequently issued by the Tender Inviting authority, if any.</p> <p>I/We declare that we possess the valid license and WHO-GMP Certificate issued by the Competent Authority and complies and continue to comply with the conditions laid in WHO-GMP certification scheme for pharmaceuticals products and the Rules made there under. I/We furnish the particulars in this regard in enclosure to this declaration.</p> <p>I am/we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/or Security Deposit and blacklisting me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per WHO-GMP certification scheme</p>	ANNEXURE-8.6
22	<p>Affidavit for not having been blacklisted (On Rs. 100/- notarized stamp paper). (submit by the Manufacturer):-</p> <p>I ----- Managing Director /Director / Partner / Proprietor</p>	ANNEXURE-8.7

	<p>of M/s. -----</p> <p>having its manufacturing unit registered office at</p> <p>do hereby declare that we have not blacklisted/Convicted by Tender Inviting Authority or by any State Government or Central Government Organization under the Drugs and Cosmetics Act 1940 and rules there under during the preceding three years for any of the drugs for which we have quoted the price. We or our principles (in case of importers) have also not found guilty of supplying spurious drugs to any purchasing authority. I also declare that the Company has not a single case/proceeding pending in any court of law in India under the Drugs and Cosmetics act for supply of spurious medicines in past three years .We are eligible to participate in the tender ref. no. ----- , for the following products.</p>	
23	Proof of submission of EMD/Tender fee.	Online fee receipt
24	Tender booklet duly signed and stamp along with all the relevant documents as mentioned above.	To be submitted online

Note:- In addition to above mentioned documents if any other document asked in DNIT/Technical Specifications then bidders/manufacture must submit in the online technical bid before the closing date of the tender. If bidder /manufacturer fails to submit above mentioned documents or desired documents asked in DNIT/ Technical Specifications, HMSCL will straightway reject the bid without prior information to the bidder/manufacture. However, same will be intimated to the bidder/manufacture in grievance report.

Only the documents submitted in the online technical bid shall be accepted and no document will be accepted after the closing date of the tender and no further opportunity will be given to submit the documents. If required clarification may be sought by the department on the already submitted documents in the online technical bid.

END OF SECTION II

SECTION III: SCHEDULE OF REQUIREMENTS

Section III: Schedule of Requirements

1.1 Schedule of Requirements

1.1.1 LIST OF GOODS

Sr. No.	Item Name	Approximate Qty. in Pieces
1	Multivitamin Injection 10 ml vial	4,00,000
2	Potassium chloride (solution) Injectable 15% (150mg/ml), 10 ml amp.	16,109
3	Methyl ergometrine Injection 200 mcg in 1 ml ampoule	1,20,571
4	Acyclovir Tablet 400 mg	8,53,910
5	Dobutamine Injection 250mg/5ml	9,159
6	Water for injection 5ml ampoule	3,63,889
7	Chlorpheniramine Tablet 4 mg	1,22,48,700
8	Calcium gluconate Injection 100 mg/ml, 10 ml amp	49,454
9	Co-trimoxazole [Sulphamethoxazole (A) + Trimethoprim (B)] Oral liquid 200 mg (A) + 40 mg (B)/5 ml	9,73,277
10	Tobramycin Ophthalmic Solution 0.3% w/v, 5ml	3,64,330
11	Amphotericin B powder for Injection 50 mg vial	1,276
12	Streptokinase Injection Powder 1500000 IU	1,144
13	Hydroxypropyl methylcellulose Injection 2%, 3 ml PFS (glass syringe)	41,220
14	Risperidone Injection long acting 25 mg	25,723
15	Olanzapine Injection 405 mg	21,039
16	Olanzapine Injection 10 mg	24,576
17	Halothane Inhalation 250 ml bottle	725
18	Morphine Tablet 20 mg	42,830
19	Pralidoxime (PAM) Injection 1 gm vial	4,374

20	Lorazepam Injection 4mg, 2ml	26,794
21	Phenobarbitone Injection 200 mg/ ml	25,654
22	Gentamycin Injection 40 mg/ ml, 2 ml ampoule	4,93,705
23	Norfloxacin Tablet 400 mg	41,59,940
24	Heparin Injection, 1000 IU/ml, 5 ml vial	3,242
25	Diltiazem Injection 5 mg/ml	15,381
26	Amiodarone Injection 150 mg/ 3 ml	6,304
27	Acetylsalicylic acid Tablet 150 mg	44,62,030
28	Intermediate-acting insulin (NPH) Injection 40 IU/ml in 10 ml vial	6,748
29	Insulin Glargine 100 units/ml	17,230
30	Succinyl Choline Injection 50mg/ml, 10ml vial	6,008
31	Neostigmine Injection 500 mcg/ ml, 5 ml ampoule	9,490
32	Vecuronium Injection 4 mg Dry Powder / Ampoule	5,520
33	Hyaluronidase Injection 1500 IU/ml	32,277
34	Ciprofloxacin (0.3%) + Dexametasone (0.1%) Ear Drops, 5ml	83,100
35	Betamethasone Injection 4mg/ml	32,074

Note:-

1. For tablets/capsules all pack size is accepted and all the bidders be intimated in their technical bid regarding their pack size of quoted items. Rates be quoted in BOQ per tablet/capsule only.
2. The quantity mentioned is only indicative; it may be increased or decreased as per requirement of the indenting department.
3. Any quantity or low quantity can be ordered for supply anywhere in Haryana.
4. Firm cannot refuse supply on taking above plea.
5. All Terms & Conditions of the rate contract in DNIT would apply to low order also

6. Firm should indicate the DNIT No. of quoted product in product permission, WHO-GMP and Manufacturing & marketing certificates.
7. Non resemblance clause:- To ensure that the packing, colour etc. of the Medicines do not resemble with any Medicine.
8. The rate of medicine will be compare with the rates of medicine available on CPSEs. The rate contract of those medicine will not be arranged where the rates of L1 bidder are higher than the CPSEs rates.

END OF SECTION III

SECTION IV: TECHNICAL SPECIFICATIONS

SECTION IV: TECHNICAL SPECIFICATIONS

Specifications are already provided with the name of each item. However, bidders can also quote items under any of Indian, British or United States or European Pharmacopoeia but bidders should clearly mention the same at the time of bidding the same.

END OF SECTION IV

SECTION V: ELIGIBILITY CRITERIA

SECTION V: ELIGIBILITY CRITERIA

4.1 MANUFACTURERS/IMPORTERS:

4.1.1 Bidder shall be

Indian Manufacturer having valid manufacturing license including a loan licensee

OR

Direct importer having valid import license issued by competent authority.

4.1.2 Distributors / Suppliers / Agents are not eligible to participate in the Tender.

4.1.3 In case of such Pharmaceutical product for which drug regulatory authority issue only repacking license instead of manufacturing license, such firm are also eligible to participate in the tender.

4.1.5 Bidders are eligible to quote items only under generic names.

4.2 GMP (GOOD MANUFACTURING PRACTICE):

The manufacturer should have a valid WHO-GMP inspection certificate in line with the WHO certification scheme and Certificate of Pharmaceutical Products (COPP), on pharmaceuticals being quoted, from the appropriate Regulatory Authority (RA). Bidder should submit a valid (at the time of bid submission date) product wise Certificate of WHO-GMP and COPP issued by Regulatory Authority of State/ CDSCO, for each item offered.

Document required: WHO-GMP inspection certificate and COPP.

4.3 MANUFACTURING AND MARKETING EXPERIENCE:

4.3.1 Bidders having minimum three years of manufacturing and marketing experience for a particular item are eligible to quote. A certificate from the concerned State Drug Controller that the firm has been manufacturing and marketing the product/products, for which the firm has quoted the price, for the last three years at the time of submission of offer.

4.3.2 The condition of minimum 3 years manufacturing & marketing experience however will not apply to drugs, which were introduced in India less than 3 years ago. The manufacturer would be required to submit a certificate from State License Authority or Drug Controller General of India in support of their claim.

4.3.3 For proprietary drugs, if a firm is the sole manufacturer for the products, it can be eligible provided it submits certificate to this effect from the State Drug Controller/ Licensing Authority.

- 4.3.4 The bidder should also submit the quantities manufactured and marketed of the items quoted in last three years along with batch size. Documents attested by Chartered Accountant are required
- 4.3.5 The merger/amalgamation/transfer of business/transfer of asset etc. of a firm affects the bid condition relating to “past performance” / “Market Standing Certificate” in preceding three years. The eligibility of bidder in this regard shall be ascertained by the purchase committee on the basis of the agreement/BOD/resolution/CA certificate or any other documents certificates which shall be annexed with tender documents provided that the drug is being imported and sold in India for the last preceding three years.

4.4 TURNOVER REQUIREMENTS:

Group-A : Group A covers all Injectable, all doses forms of Antibiotics & Analgesics, Vaccines, Sera, Biologics, Surgical Sutures and Implants. The firms, having a minimum annual turnover of Rs. 30 crores (Thirty crores) in each of the last three years will be eligible for participation.

Provided that, if the bidder is importer of drug, the turnover of the foreign manufacturer will be considered, if the drug has already been registered by Drugs Controller General of India (DCGI) for import into India under Rule 27 –A of the Drug and Cosmetic Rules, 1945, the bid is submitted by a licensed importer and the drug is being imported and sold for the proceeding 3 (three) years in India by the importer and importer submits documents of CA Certificate, undertaking by the manufacturer and the importer and any other proof in this regard.

The terms and conditions for loan licensee shall be the same.

Documents required: Audited financial statements for last three years in respect of annual turnover. Group turnover will not be considered for determining the eligibility and CA certified copy of the sale tax return.

4.5 NON CONVICTION/ BLACKLISTING:

- a) Firm should submit a non-conviction certificate issued by the State Drug Controller, to the effect that the manufacture has not been convicted under the Drugs and Cosmetics Act. 1940 and rules there under during the preceding three years for any of the drug for which he has quoted price and that no case /proceeding is pending against the manufacture in any court of law in India under the Drugs & Cosmetics Act.

- b) Bidders are not eligible to submit the bids for the product/products for which the firm /company has been blacklisted/debarred during the period of blacklisting/debarring by
 - (i) Government of Haryana/Corporation
 - (ii) Any other State/Central Government or Organization due to quality failure of Drugs/Consumables or due to submission of false/fake documents.
- c) A bidder shall be debarred from participating if he has been convicted of an offence-
 - (i) Under the prevention of Corruption Act, 1988; or
 - (ii) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Documents Required: Affidavit by the firm regarding blacklisting debarring and non conviction certificate.

4.6 MULTIPLE BIDS:

Bidders cannot make multiple Bids. All those bids shall be disqualified for all quoted products if any person (s) (i.e. partner (s) in case of a partnership firm, Director/Members of Board in case of a company or the proprietor in case of a proprietorship firm, as the case may be) holds 20% or more share (ownerships) in more than one bidding entities who have quoted for same product(s)".

END OF SECTION V

SECTION VI: INSTRUCTION TO BIDDERS

SECTION VI: INSTRUCTIONS TO BIDDERS

A INTRODUCTION

5.1 The Haryana Medical Services Corporation Limited - HMSCL (Tender Inviting Authority) is a fully owned Government of Haryana company set up in 2014 for providing services to the various health care institutions under the Govt. of Haryana. One of the key objectives of the HMSCL is to act as the central procurement agency for all essential drugs and equipments for all health care institutions.

This tender is an e-tender and only on-line bid submission is possible. The e-tender portal is designed by National Informatics Centre (NIC). The two bid system, which is followed, has been designed to eliminate those bidders which do not match the technical specifications, or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply. The Corporation does not finalizing the requirements of Medicines and Medical consumables and their technical specifications. These parameters are finalized by the user institutions who forward the requirements to Corporation for procurement.

5.1.2 Eligible Bidders

Only Indian Manufacturers or direct importers are eligible to participate in the tender, if they fulfill conditions laid out in Section IV.

5.2 Cost of Bidding

- (a) Bid fee: The bid fee along with the processing charges amounting to Rs 5000/- shall be deposited online on the portal i.e. www.etenders.hry.nic.in. Proof of having deposited the Tender fee online should be submitted along with the bid. The bid fee is nonrefundable.
- (b) The Bidder shall bear all costs associated with the preparation and submission of its bid and HMSCL will not be liable for the cost incurred, regardless of the outcome of the bidding process.

B. THE BIDDING PROCEDURE

5.4 Bidding Procedure:

Pre-Contract :The online bidding process comprises of downloading the tender

document, pre-bid meeting if applicable, bid submission online, physical submission of technical bid and only online submission of financial bid, opening of technical bid and short-listing of technically responsive bids , opening of financial bids, Notification of Award and signing of contract.

Post- Contract: Ordering, quality testing, payment & contract management as per terms & conditions of Rate Contract.

5.5 Bid confidentiality and Clarification of Bidding Documents:

Bid confidentiality: It is expected from all the bidders that they will ensure that the document to be used in the bid set will be given to reliable person, and that a fully reliable person shall be authorized for digital signatures so that the confidentiality of the bids/ rates is maintained up to bid opening & that no documents are put to any misuse.

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's email indicated in the NIT. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives between date of publication and 7 days prior to the deadline for submission of bid. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders through email at the address quoted by them or put on website.

C. PRE-BID AMENDMENTS OF BIDDING DOCUMENT

5.6 Pre-Bid Meeting:

5.6.1 There is no pre-bid meeting

5.7 Amendment of Bidding Documents

- a) At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- b) All prospective bidders will be informed of the amendments by publishing on the website/s mentioned in the NIT.
- c) In order to allow prospective bidders reasonable time to make amendments in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the

submission of bids.

D. PREPARATION OF BIDS

5.8 Language of Bid

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5.9 Documents Comprising the Bid

The bids can be downloaded www.etenders.hry.nic.in.

Contents of Bidding Documents include:

- Section 1 - Notice Inviting Tender (NIT);
- Section 2 - Checklist;
- Section 3 - Schedule of Requirements;
- Section 4 - Technical Specifications;
- Section 5 - Eligibility criteria;
- Section 6 - Instructions to the bidders;
- Section 7 - Contract Form;
- Section 8 - Conditions of Contract ;
- Section 9 - Form, Formats and Schedules

The detailed technical specifications and terms and conditions governing the supply, quality testing, payment are contained in the Tender Document. The online documents shall be submitted through the e-tender portal **www.etenders.hry.nic.in**. Bidders have to enroll themselves in the e-tender portal and digital signature certificate is required. Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Once, the DSC is obtained, bidders have to register on **www.etenders.hry.nic.in** website for participating in this tender. Website registration is a one-time process without any registration fees.

However, bidders have to procure DSC at their own cost. Bidders may contact e-Procurement support desk of HMSCL through email: hmscltenders@gmail.com for assistance in this regard. The Technical Bid should be uploaded as scanned documents into the NIC portal and **hard copy should be submitted separately**. The blank price bid should be downloaded as an Excel sheet, filled and uploaded. While preparing the Bid, the Bidder should ensure that:

- (a) All documents should be signed and sealed by the bidder on each page. The Photocopies should be self-attested and stamped by the bidder and on each page
- (b) Documentary evidence establishing in accordance with Clause 5.12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) Documentary evidence establishing in accordance with Clause 5.13 that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents; and
- (d) Bid Security furnished in accordance with Clause 5.14.

5.10 Bid Offer

- i) All the quotes shall be in Indian Rupees only.
- ii) Price Bid has to be submitted online only. No price bid should be submitted manually otherwise bid shall be liable to rejection.
- iii) There should not be any alteration or condition in the tender. If the same is found then tender is liable to be cancelled.

5.11 BID PRICE

- a) Bid Prices would comprise of the following:
 - Basic Price: The price of the medicine, equipment, accessories quoted shall be inclusive of ex-factory prices. Basic price shall also include loading unloading & stacking, all other taxes, duties & levies and incidental services if applicable.
 - Customs duty payable on the goods if applicable shall be indicated separately. The tenderer shall indicate the value of import items on which customs duty is payable (If the field is left blank, value will be taken as zero).
 - GST: Applicable GST shall be quoted in this column in numeric values and in Rupees (If the field is left blank, value will be taken as zero).
 - The packing, forwarding freight and insurance charges applicable shall be quoted

separately in numeric values and in words in Rupees(If the field is left blank, value will be taken as zero).

- The total amount will be calculated automatically and will be taken for evaluation and bid ranking. These should be quoted for each of the items quoted separately on door delivery basis (FOR Destination) according to the unit ordered. The tenderer shall offer prices of the accessories inclusive of all the accessories mentioned in the technical specification under Section IV and under no circumstances offer the essential accessories, without which the accessories cannot function properly, as optional or left un-quoted.
- b) The details of the required Medicine along with quantities are shown in schedule of requirements. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority and/or Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.
- c) The rates quoted and accepted will be binding on the bidder for full contract period as per the validity of contract from the date of signing of agreement and any request for increase in price will not be entertained till the completion of this tender period. Accordingly this clause will be applicable for all orders placed during the contract period.
- d) No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as conditional/ incomplete and accordingly the same will be rejected.

5.12. Documents establishing bidder's eligibility and qualifications

Pursuant to Clause 5.9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

5.12.1 Documents:

- a) Documentary evidence for the constitution of the company /Firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present Directors in the board of the Company duly certified by a Company Secretary of a Company/Practicing Company Secretary/Chartered Accountant to be furnished.
- b) The bidder should furnish attested photocopy of Manufacturing License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. As per clause no 4.1(a) of DNIT.
- c) Copy of import license (in case of importer) issued by the appropriate authority should be furnished. The license must have been renewed up to date. As per clause no 4.1(a) of DNIT and should be valid for the contract period.
- d) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidder should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the bidder should sign the tender documents. Authorization letter nominating a responsible person of the bidder to transact the business with the Tender Inviting Authority.
- e) The WHO GMP inspection certificate and product wise Certificate of Pharmaceutical Products (COPP). As per clause no 4.2
- f) List of Items Quoted.
- g) An affidavit by the bidder that they comply with the WHO GMP certification with regards to the items quoted. As per clause no 4.2
- h) Market Standing Certificate as a Manufacturer for item/s quoted for the last 3 years (Certificate should be enclosed with list of items) issued by a Chartered Accountant. In case of direct importer, market standing certificate issued by Chartered Accountant and evidence for importing the said items for the last three (3) years such as bill of landing, bill of entry for last Three (3) years. As per clause no 4.3 of DNIT.
- i) Performance statement of manufacture to establish quantities manufactured in last 3 years attested by Chartered Accountant. As per clause no 4.3 (d).

- j) Annual turnover statement for 3 years for the last preceding years in the format given in certified by the Auditor. As per clause no. 4.4 of DNIT.
- k) Copies of the Balance Sheet and Profit and Loss Account for the three years as above duly certified by the practicing Chartered Accountant.
- l) Bidder who have been convicted/blacklisted/ debarred by Tender Inviting Authority or any State Government or Central Government department/Organization for the product quoted should not participate in the tender during the period of conviction/blacklisting/ debarring.
- m) Details containing the name and address of the certified manufacturing premises where the items quoted are actually manufactured, its annual production capacity.
- n) Details of technical personnel employed in the manufacture and Quality check of Medicines (Employee Name, Qualification, and Experience) as endorsed in license.
- o) The bidders shall have to submit a valid VAT/GST clearance certificate from the concerned commercial Tax officer or affidavit and the Permanent Account Number (PAN) issued by the INCOME TAX Department.
- p) A checklist indicating the documents submitted with the bid document and their respective page number shall be enclosed with the bid document. The documents should be serially arranged and should be securely tied and bound. All pages of bid document should be numbered.
- q) Undertaking by the firm that they will own responsibility of any damage arising because of delay in supply, non-supply or supply of poor quality items.
- r) An undertaking by the firm that they agree to terms and conditions of the DNIT and Price Fall Clause.
- s) A copy of label of medicine/ medical consumables manufactured by bidder.
All documents enclosed with the bid document should also be signed by the bidder.
For online bidding scan copy of needful documents in proper resolution should be uploaded online.

5.13 SUBMISSION OF SAMPLES

- a) Samples must be sent of the quoted items **wherever demanded** during Technical evaluation shall be supplied free of cost on demand by HMSCL. No sample will be accepted after prescribed period. In the event of non submission of samples within prescribed period on demand, the bid shall not be considered.

- b) Samples of consumables of the unsuccessful bidder should be collected back from the place of its storage within the stipulated period as indicated by purchaser. The corporation would retain the sample of approved item for one month beyond expiry of contract. The corporation will not make any arrangement for return of samples even if the bidders agree to pay the cost of transportation. The uncollected samples shall stand forfeited to the corporation after the stipulated period allowed for collection and no claim for the cost etc. shall be entertained.
- c) Samples should be strictly according to the specifications item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and securely fastened to the sample with particulars as mentioned below:-
 - i. Name and full address of the firm,
 - ii. Model No. And name of the item,
 - iii. Name of section,
 - iv. Name of manufacturer,
 - v. Brand,
- d) No change of sample or its marking on sample will be allowed after the submission of sample.

5.14. Bid Security

- a) Pursuant to Clause 5.9, the Bidder shall furnish, as part of its bid, bid security for the amount Rs. 50,000 with an maximum of Rs 2 Lakh. No exemption from payment of bid security is permitted except for the firms which are entitled as per Government of Haryana guidelines.
- b) The bid security is required to protect the Purchaser against risk of Bidders conduct which would warrant the security's forfeiture.
- c) The bid security shall be in Indian Rupees and is to be deposited online on the e-tendering portal i.e. www.etenders.hry.nic.in. The bidder shall submit the scanned copy of proof of deposited bid fee online along with the technical bid online.
- d) Any bid not secured in accordance with Clauses 5.14 (a) and (c) above will be rejected by the Purchaser as non-responsive
- e) Unsuccessful bidders bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser. Bid security shall not carry any interest and shall be

refunded without any interest.

- f) The successful bidder's bid security will be discharged upon the bidders signing the contract, and furnishing the performance security.
- g) The bid security may be forfeited:
 - (i) if a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
 - (ii) in case of a successful bidder, if the bidder fails:
 - to sign the contract in accordance with schedule specified in the Contract
 - to furnish performance security

5.15. Period of Validity of Bids

- a) Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- b) In exceptional circumstances, the Purchaser may solicit the bidders consent for an extension of the period of bid validity. The request and the responses thereto shall be made in writing by e-mail. The bid security provided shall be suitably extended as mutually agreed. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request for extension is not permitted to modify its bid.

5.16. Signing of Bid

The bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unnamed printed literature, shall be initialed by the person or persons signing the bid.

E. SUBMISSION OF BIDS

5.17. Sealing and Marking of Bids.

- a. In case of any relaxation in submission of bid fees and bid security the respective firm should submit an affidavit.

5.18. Deadline for Submission of Bids

- a) Bids must be received by the Purchaser Online at www.etenders.hry.nic.in as specified not later than the time and date specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday, the bids will be

received up to the appointed time on the next working day.

- b) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5.19. Late Bids

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and/or returned unopened to the Bidder.

5.20. Modification and Withdrawal of Bids

- a) The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- b) The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched .A withdrawal notice may also be sent by email but followed by a signed confirmation copy, to reach HMSCL office not later than the deadline for submission of bids.
- c) No bid may be modified or allowed to be withdrawn subsequent to the deadline for submission of bids and withdrawal of the bid subsequent to deadline of submission of bids shall result in the bidder's forfeiture of its bid security.

G. BID OPENING AND EVALUATION.

5.21. Opening of Bids by Purchaser

- a) The Purchaser will open only the Technical bids of all bidders, in the presence of bidder's representatives who chose to attend, at the location specified in the NIT or changed location as notified.

The bidder's representatives who are present shall sign a register evidencing their attendance. In the event, the specified date of bid opening is declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

- b) The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except the late bids, which shall be returned unopened to the bidder

or the bids without security.

- c) The Purchaser will prepare minutes of the bid opening.
- d) The “Financial Bid” will be opened after evaluation of “Technical bids” and the date and time of opening of financial bid will be intimated to bidders whose bids are responsive and who are selected by the Purchaser. Opening of Financial bid will be intimated only online.

5.22. Clarification of Bids

During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for clarification of the bid. The request for clarification and the response shall be in writing and shall be submitted then and there by authorized person.

5.23. Bid Evaluation:

Bids will be evaluated by **Bid Evaluation Committee** constituted by the purchaser. The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published. The Bid Evaluation would comprise of the following steps:

- a) Eligibility Evaluation
- b) Technical Evaluation
- c) Financial Evaluation

a) Eligibility Evaluation: The Bid will be evaluated for Eligibility Criteria set out in Section V of this DNIT

b) Technical Evaluation: For evaluation The Bid evaluation committee would scrutinize documents submitted by the Bidder, seek clarifications wherever required, undertake demonstration, conduct test from labs, examine or get examined the sample provided by the bidder and technically evaluate the item on the specifications in the DNIT. The HMSCL reserves the right to carry out inspection of bidder's premises for assessing the capacity/capability/eligibility of the firm to make supplies and to ensure that good manufacturing practices are being followed by manufacturer.

The bidder will be informed of the deficiencies in the bids if any and will be given time by the purchaser to clarify the deficiencies.

Testing:

The Purchaser reserves the right to test any of the samples of the quoted item to ensure conformity with specifications and quality. Cost of testing will borne by before or after supply order issue to firm the Bidder. Testing can be done physically and from laboratory also. The decision of technical committee will be final in this regard.

A bid which is non-responsive will be rejected by the Purchaser and the price bid of such bidders shall not be considered for opening.

c) Financial Evaluation

- i) Financial bids submitted online will be opened of all the technically qualified bidders. The total of all costs be will be taken for evaluation and bid ranking
- ii) Regarding negotiations of rate, policy issued by State Govt. vide G.O. No. 2/ 2/2010 - 4-IB-II dated 16.06.2014 & No. 14/29/2023-6FA dated 26.05.2023 will be applicable.

5.24. Contacting the purchaser

- a) Subject to Clause 5.22 no bidder shall contact the Purchaser on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.
- b) Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.
- c) The bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority or Tender Scrutiny Committee or Tender accepting authority, after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear any extraneous pressures on any Authority bidder shall be sufficient reason to disqualify the bidder.
- d) Notwithstanding anything contained in clause 5.20, the Tender Inviting Authority or the Tender Accepting Authority, may seek bona fide clarifications from bidders relating to the bids submitted by them during the evaluation of bids, and the bidder will reply back within seven calendar days with the documentary proof.

F. AWARD OF CONTRACT

5.25. Post Qualification

- a) In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid, meets the criteria specified in Clause 5.12 and is qualified to perform the contract satisfactorily.
- b) The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the bidder, pursuant to Clause 5.12, visit to Bidder's premises as well as such other information as the Purchaser deems necessary and appropriate.
- c) An affirmative determination will be a pre-requisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of those bidders' capabilities to perform satisfactorily.

5.26 Award Criteria

Subject to Clause 5.23, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

5.27. Purchaser's right to vary quantities at time of award

- a) The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.
- b) Purchaser reserves the right to accept any bid and to reject any or all bids or cancel the bid.

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the

affected bidder or bidders of the grounds for the purchaser's action.

5.28. Notification of Award and Letter of Offer

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email or fax. This would be treated as a Letter of Offer. At the same time, the Purchaser will send the bidder the contract form provided in the bidding documents for signature.

5.29. Acceptance of Award

Soon after the notification of award the successful Bidder shall submit the letter of acceptance / confirmation to the HMSCL for the execution of contract along with Performance Security. The bidder will submit the performance security and signed contract form within 7 days. HMSCL reserves the right to extend this period by another seven days. After 7 days or the extended period the notice of award shall be withdrawn and Bid Security shall stand forfeited.

5.30. Performance Security

- a) Within 7 days of the receipt of notification of award from the Purchaser or extended period as mentioned in Para 5.29, the successful bidder shall furnish the performance security in prescribed/specified form in accordance with the conditions of contract.

5.31. Signing of Contract

- a) Within 7 days of receipt of notification of award or extended period mentioned in para 5.29 the successful bidder shall sign the contract agreement.
- b) Failure of the successful bidder to comply with the requirement of Clause 5.29 or Clause 5.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

END OF SECTION VI

SECTION VII: CONTRACT FORM

CONTRACT FORM

THIS CONTRACT is made on this day of, 20..... Between (*Name and address of purchaser*) (hereinafter "the Purchaser") acting through --- ----- having office at----- of the one part and (*Name and address of Supplier*) acting through----- who has been duly authorized vide authority latter/ power of attorney dated ----- to sign the contract on behalf of the supplier (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous to purchase certain Goods and ancillary services viz;. Supply of Equipments, Furniture, Medicines and consumables in the tender reference No., dated..... (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of.....(*Contract Price in Words and Figures*) vide letter of intent dated----- (hereinafter called "the Contract Price") along with the detail breakup of cost (including Basic Cost and AMC/CMC) as per Annexure.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in DNIT, and shall be deemed to form and be read and construed as part of this contract.
2. The following documents shall be deemed to form and be read and construed as part of this Contract viz.:
 - a. The Notice Inviting Tender
 - b. The Terms and Conditions of the Contract
 - c. The Schedule of Requirement, annexures, etc.
 - d. The Technical Specification
 - e. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract, or any other terms and conditions which are mutually agreed in writing by both the parties.

- f. The supplier's bid including enclosures
 - g. The Letter of Acceptance issued by the purchaser.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services as agreed upon and to remedy defects therein, in conformity in all respects with the provisions of the Contract,
4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

Sl. No	Brief Description of Goods & Services	Tender Qty in Nos	Unit Price	GST in %	Total rate inclusive of all taxes with GST
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IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

in the presence of

..... Signature

Name

Address

Signed, Sealed and Delivered by the Said (For the Supplier) in the presence of Signature

Name

Address

Witness 1.

END OF SECTION VII

SECTION VIII: CONDITIONS FOR CONTRACT

SECTION VIII: CONDITIONS OF CONTRACT

7.1 Application : The Conditions of Contract shall be deemed to form and be read and construed as part of the agreement at of Section VI.

7.2 Definitions: In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means this agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including NIT all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "Goods": hereinafter are deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order or Special Conditions of this Contract and these General Conditions.
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- (e) "CC" means the Conditions of Contract contained in this section.
- (f) "The Purchaser" means the Organisation purchasing the Goods, i.e. Haryana Medical Services Corporation Ltd.
- (g) "The Supplier" means the individual or firm who is eligible under NIT for supplying the Goods under this Contract;
- (h) Consignee site is the place(s) mentioned in the Schedule of Requirements and Purchase order issued from time to time.

(i) **Rate Contract:** Rate Contract is a contract for the supply of stores at specified rates during the period covered by the contract.

(j) **“Delivery period”** means the period applicable up to completion of supply, installation, testing and commissioning of the equipment by the supplier at the Consignee site mentioned by supplier and accepted by the Purchaser.

7.3 Technical Specifications: The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in “Technical Specification” Sections III of this document.

7.4 Patent Rights: The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7.5 Performance Security: It would be read with Para 5-31 of Section V

7.5.1 Within 7 days from the date of issue of Notification of Award, the supplier shall furnish performance security to the Purchaser for an amount of 5% of the contract value valid upto 180 days after the date of completion of performance obligations including the warranty obligations. The contract value means the total value of the items as specified in Schedule for which the purchaser may place order during the contract period.

7.5.2 The Performance Security shall be denominated in India Rupees and shall be in the form of a Bank guarantee issued by a nationalized/ scheduled bank located in India and in the form provided in the bidding Documents or any other form acceptable to the Purchaser.

7.5.3 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. If the loss suffered is more than the performance security then the performance security then it shall be adjusted against payments due & if it cannot be adjusted then it shall be recovered as per law. If at any stage the performance security gets adjusted

then the supplier shall have to give fresh Performance Security to continue with this contract within seven days or the contract shall stand cancelled and purchases shall be made at the risk and cost of supplier for the remaining contract period.

7.5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 180 days following the date of completion of the Supplier's performance obligations. The Corporation shall not pay any interest on Performance security. In the event of any contract amendment, the supplier shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further extended period.

7.5.5 The firms which are registered as Small Scale Industry unit of Haryana, shall be required to submit the PBG, as per Haryana Govt. Rules.

7.6 Packing

7.6.1 Packing should strictly comply with the packing instructions given in the ANNEXURE.

7.6.2 All the material supplied should be marked in bold letters "**HARYANA GOVERNMENT SUPPLY NOT FOR SALE**" over primary and secondary packing.

7.6.3 MRP should not be written.

7.6.4 **GOVERNMENT SUPPLY NOT FOR SALE** can be written on the Medicines reserved for local purchase (LP)

7.7. SHELF LIFE:

7.7.1 The drugs/ consumables should not be older than 1/4th (25%) of its shelf life from the date of manufacture and it should have remaining 3/4th (75%) of its shelf life at the time of delivery.

7.7.2 In case of vaccines and biologics and imported products the remaining shelf

life of 3/5th (60%) or more will be accepted at the time of delivery.

- 7.7.3 The bidders should give an undertaking that the firm will replace the unused expired stores with fresh goods. Firm will be informed of near expiry stock 180 days in advance

7.8. DELIVERY PERIOD:

- 7.8.1 Delivery must be completed for entire ordered quantity before the end of 60 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for Haryana, the supply should be completed on the next working day.
- 7.8.2 For drug items requiring sterility test, the delivery period will be 75 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for Haryana, the supply should be completed on the next working day.
- 7.8.3 **DELAYED SUPPLY:-** The supply of goods after the designated delivery period i.e. 60th/75th day (as described above) up to 75th/90th days respectively.

During this time period, supply will be accepted at HMSCL with liquidated damages described in clause no 7.13.1 below. No supply will be accepted beyond this period. However the Managing Director of HMSCL may extend the supply period of the firm by 30 days with the stated penalty of 20% on unexecuted supply on request of the firm on case to case basis beyond 75th and 90th day.

- 7.8.4 **FULL SUPPLY:** Any supply more than 90% would be considered as full supply by 75th, 90th 9U days. However payment with respect to actual quantity supplied would be made. No penalty would be levied on the remaining supply till 75th/90th day and no risk purchase will be done.
- 7.8.5 **PART SUPPLY:** Supply between 60 to 90% ordered quantity of goods by 75th/90th days will be considered as Part Supply and payment of delivered

amount of goods will be done after levying liquidities damages on delayed supply and 20% penalty on non supplied quantities on 75th/90th day. Purchase will be done from approved source as per drug policy or Local Market at risk and cost of the firm.

7.8.6 **NON SUPPLY:** Supply of less than 60% of ordered quantity by the 75th/90th days of delivery period will be considered as non supply.

Penalty of 20% of unexecuted ordered value along with risk purchase from approved source as per drug policy or local market at risk and cost of the firm. In case of Non supply, the item which has been received would be used by the HMSCL without making any payment to the supplier.

7.9. PHARMACOPEL SPECIFICATIONS:

IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of Drugs and Cosmetics act, wherever applicable.

7.10. LABELLING, MARKING AND PACKAGING:

Labeling, marking and packaging conditions will be specified at the time of tendering for individual items.

7.11. BAR CODING:

Firms should adhere to the BSI bar coding system on the outer most packing.

7.12. QUALITY TESTING:

7.12.1 The supplies should be accompanied with in-house test report. After the receipt of the consignment, the department will draw a sample out of each batch and will send it for testing at one of the Govt. approved testing laboratories empanelled with HMSCL. In case of vaccines, biological, sera, blood products, these are tested by Government Laboratories before release so regular testing is not required if the product is accompanied by test result

of a Government Laboratory. However random sampling will be done from time to time.

- 7.12.2 Along with regular, random testing of drugs will be undertaken from Govt./Govt. approved laboratories empanelled with HMSCL at the time of supply and at any time during the shelf life or whenever any defect is noticed.
- 7.12.3 The firms will be charged 1.5% of the amount of purchase order as testing charges per batch and same will be deductible at the time of payment. In case of firm completing the full supplies within 30 days there will be reduction in testing charges by 0.5% i.e. it would be charged at 1%.
- 7.12.4 If the sample/samples is/are found Not of Standard Quality the consignment shall be rejected.
- 7.12.5 All rejected stores shall in any event remain and will always be at the risk of the firm immediately on such rejection. The rejected stock should be picked up by the firm within 30 days and replacement supplies be made within 60/75 days from the date of intimation to the firm as mention in clause no 7.8(Delivery Period). If the firm fails to pick up the rejected stock within 30 days the Department/ HMSCL reserves the right to destroy the stock at its own.
- 7.12.6 HMSCL reserves the right for inspection of the pharmaceutical firm participating in the Tenders anytime by officers appointed by the Managing Director. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies and to ensure that good manufacturing practices are being followed by manufacturer. The decision of the Managing Director shall be final in this regard. It is also open to the department/HMSCL to send persons to inspect stores and draw samples before dispatch of the consignment.
- 7.12.7 If the vendor fails to lift the expired/NSQ/Bio-medical waste products then the HMSCL shall be empowered to dispose of the same by calling fresh tenders/engaging the vendors approved by the local Civil Surgeon. The

expenditure incurred by HMSCL will be deducted from any payment due to the vendor.

- 7.12.8 If any item is found to be of NSQ by any Regulatory Authority at a later stage, the entire quantity will be replaced by the vendor free of cost within 60 days irrespective of the fact that part or whole of the supplied goods may have been consumed. In case the vendor fails to replace the same HMSCL shall be empowered to make the recovery of cost of the items from the vendor.

7.13 LIQUIDATED DAMAGES AND OTHER PENALTIES:

- 7.13.1 **DELAYED/ NON-SUPPLY:** For items not requiring sterility testing, penalty will be charged at the rate of 0.5% per day of the unexecuted order after 60 days till 75th day. After 75th day, the order shall stand cancelled automatically after levying penalty @20% on the value of unexecuted order and such penalty will be recovered from any amount payable to the supplier.

Similarly for items requiring sterility testing, penalty will be charged at the rate of 0.5% per day of the unexecuted order after 75 days till 90th day. After 90th day, the order shall stand cancelled automatically after levying penalty @20% on the value of unexecuted order and such penalty will be recovered from any amount payable to the supplier.

For more than two instances of non-supply the RC will be cancelled and firm will be debarred for three years to participate in Tendering process for all products.

For purchase order below Rs. 1 Lakh:-

1. The conditions of debarring for non-supply should not be applicable for these orders; however the financial penalty clause will remain as such for these cases also.
2. Firms may be given relaxation in logo marking clause, and may be allowed to supply physically hidden MRP with black ink.

For all purchase order:-

1. If the firm completes supply after grant of extension from MD, HMSCL the instance should be counted as Non Supply.
2. For more than three instances of non-supply of a particular item, rate contract of the individual item may be cancelled and not all the items on rate contract. The defaulting firm may be debarred for three years for that individual item.
3. If more than three items of firm are on debarring list due to any reason, then the firm itself should be debarred to participate in the tender for three years for all items.

7.13.2 **QUALITY FAILURE:** If any store/stores supplied against this Rate Contract are found to be Not of Standard Quality (NSQ) on test analysis from Government or Government approved laboratory empanelled with HMSCL and / or on inspection by competent authority, the firm will be liable to replace the entire quantity of failed batch irrespective of fact that part or whole of the supplied stores may have been consumed the department/HMSCL would have all the rights deduct the amount from any of the past or present liability.

For more than two instances of quality failure the RC will be cancelled and firm will be debarred for three years to participate in Tendering process for that particular item. If more than three products of a firm are debarred/blacklisted, the firm will not be eligible to participate in the Tendering process of Haryana for next three years for any item.

Firms may be allowed right to contest the test report from the empanelled lab. In this case the sample may be got tested from Sri Ram institute of Industrial Research of similar renowned Laboratories at the cost of the firm.

In case of immunological agents, firms will be debarred to participate in the

Tender for five years, for that particular immunological agent if there is a batch failure/substandard report from any authorized testing laboratory. Five years would be counted from the date of such report.

If the firm fails to replace the batch declared to be Not of Standard Quality, the department/HMSCL will be at liberty for risk purchase from any approved source as per drug policy or local market at risk and cost of the firm.

If the firm fails to replace the batch declared to be Not of Standard Quality on two instances, the firm will be debarred for three years to participate in Tendering process for that particular time

7.14 NON-PERFORMANCE OF CONTRACT PROVISIONS

Non-performance according to contract provisions, purchase orders on three occasions will disqualify the firm to participate in the Tender for a period of 3 (three) years and its security deposit will be forfeited and no further purchase order will be given to that firm for that item.

7.15 PRICE FALL CLAUSE

If at any time during the execution of the contract the controlled price becomes lower or the contractor reduces the sale price or sells or offer to sell such stores as are covered under the contract, to any person organization including the purchaser or any department of Central Government/State Government at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the store supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. An undertaking to this effect must be submitted along with Tender.

7.16 OTHER RATE CONTRACT CONDITIONS:

- 7.16.1 Validity of the Rate Contract is two years from the date of finalization of the contract, but in case of exigencies, period can be extended further by mutual

consent of both parties up to a maximum of 12 months during which new RC would be done and in case the RC is finalized within 12 months extension period, the new RC would over-ride the extended RC which would lapse. Provided that the quantity ordered under the Rate Contract shall not exceed 150% of the quantity mentioned in schedule of requirements.

The period of the Rate Contract shall be extended with the approval of Managing Director, HMSCL for a period up to six months and with the approval of ACS Health beyond six months.

- 7.16.2 Till the tendering process is not initiated by the HMSCL on its own, the process of risk purchase, debarring, blacklisting along with the penal clause will be handled by HMSCL on its own.
- 7.16.3 Furnishing of wrong information and false documents will make the firm ineligible and liable to be debarred/ blacklisted from participation.
- 7.16.4 In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and Bid Security Deposit /Performance Security will be forfeited. Bidder/his representative may also be blacklisted/ banned/ debarred. Report with police station may also be filed against such bidder/his representative.
- 7.16.5 Undertaking by the firm that it would own responsibility of any damage arising because of delay in supply, non-supply or supply of poor quality of drugs.
- 7.16.6 No facility regarding import license for raw materials etc can be given.
- 7.16.7 In all supplies which are branded with the Haryana Govt. supply mark including rejected stocks it would be a condition that such supplies will not be sold to the general public.
- 7.16.8 The supply is for seven existing warehouses in Haryana State that is Ambala, Bhiwani, Gurgaon, Kaithal, Karnal, Hisar, Rohtak and two proposed warehouses at Sonapat and Faridabad or any other place in State of

Haryana in extra ordinary conditions.

- 7.16.9 The HMSCL will not pay separately for transit insurance and the firm will be responsible for delivery of items covered by the supply order in good condition.
- 7.16.10 EMD will be Rs. 50,000 for each item up to a maximum of Rs. 2,00,000.
- 7.16.11 Performance Security will be 10% of the estimated purchases to be made in two years however reserve supplier of critical items need not deposit performance security.
- 7.16.12 In case of any eventuality where risk purchase has to be done, The Department/HMSCL shall be at liberty to procure the drugs from any of the approved resources as per drug policy (CPSU, PGIMS, GMCH sector- 32, PGIMER, ESI RC or any other state RC) or by open market at the risk and expenses of the firm and the firm shall upon demand paid to the department all such extra charges and expenses as may be incurred or sustained in procuring and testing the same, and same can be deducted against any pending payment/ performance bank guarantee (PBG).
- 7.16.13 EXPIRY POLICY: Due diligence should be there at the time of ordering state so that there is no expiry however some lifesaving drugs like adrenaline, anti snake venom, streptokinase etc should be kept at the facilities at all the times even at the cost of expiry. There should be no drug in the warehouse whose quantity lying in the warehouse is more than the 12 month Average Monthly Consumption (AMC). The time lines of quality testing should be strictly followed. For drugs/ consumables lying in the warehouse the supplier should be intimated six months before expiry and supplier is bound to replace the said drug after expiry. Also in this regard if the supplier does not replace the drug the cost of said drug will be recovered from the drug will be destroyed by warehouse manager after permission from MD, HMSCL as per biomedical waste disposal norms.

7.16.14 The minimum limit of Rs. 1,00,000(One lakh) should be there for creation of rate contract. If annual requirement of any medicines is less than one lakh for whole of State HMSCL will not float tender for the same and will not be responsible for providing that medicine in the State.

7.17. PAYMENT PROCESS:

Payment process will be initiated after the receipt of the goods in the warehouse on the basis of in-house test report provided by the firm along with the supply. Payment will be made within 30 days of test report by empanelled laboratory of Haryana Medical Services Corporation limited.

7.18. Termination of Contract:

7.18.1 Termination for Default

- (a) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part if
 - (i) the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within extended period granted by the Purchaser or
 - (ii) if the Supplier fails to perform any other obligation(s) under the Contract; or
 - (iii) if the supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, as , in competing for or in executing the contract.
- (b) In the event, the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

7.18.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent

7.18.3 Termination for Convenience

- (a) The Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

7.19. Force Majeure

- 7.19.1 The terms and conditions hereof shall not be applicable in case of Force Majeure. Neither Haryana Medical Services Corporation limited nor the supplier shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of GOD, natural calamities, War, Flood, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident or Fire, or because of Law & Order Proclamation, Regulation or Ordinance of any Govt. of any subdivision thereof of Local Authority. The bidder shall be entitled to the benefit of this clause only if it informs in writing of the circumstances amounting to Force Majeure to Haryana Medical Services Corporation Limited (HMSCL) for each consignment/dispatch separately within 72 hours of the happening thereof by fax/e-mail immediately, followed by a confirmatory letter sent by Registered Post. With acknowledgement due. In the event of approved bidder, pleading any ground as constituting Force Majeure and it does not fall in the specified categories of Force Majeure then the bidder shall not be entitled to plead the same and or claim any relief under this clause.

7.20 Resolution of Disputes

7.20.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

7.20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator, the Additional Chief Secretary /Principal Secretary (Health) to the Government of Haryana, whose decision shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act 1996. The venue of arbitration shall be at Panchkula.

7.20.3 **Arbitration:** In case of any dispute, the same will be referred to the Arbitrator, the ACS/Principal Secretary (Health) to the Government of Haryana whose decision shall be final and binding on both the parties. Subject as aforesaid, the provision of the Arbitration & Conciliation Act, 1966 shall apply to all proceeding of this Act.

7.21. Governing Language

7.21.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All Correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

7.22. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and Govt of State.

7.23. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

7.24 Non-performance of contract provisions:

Non-performance of contract provisions, will disqualify a firm to participate in the Tender for a period of 3 (three) years and its security deposit will be forfeited and no further purchase order will be given to that firm.

7.25. Indemnity:

The Managing Director HMSCL, all employees of HMSCL shall remain at all times fully indemnified and the supplier shall keep every concerned Department duly indemnified against any chemical analysis or statutory inspections/check during the shelf life of the items supplied. It is made clear that no suit, prosecutions or any legal proceedings shall lie against the Managing Director, HMSCL or any other officer/official of the State Govt. / Corporation for anything that is done in good faith or intended to be done on pursuance of the Tender.

7.26 Area of Jurisdiction

All disputes concerning to this Tender, if any shall be subject to the Civil jurisdiction of Municipal Limits of Panchkula (Haryana) where the registered office of the HMSCL is located.

7.27 Fraudulent and Corrupt practices

For bidders & suppliers:

HMSCL requires that the bidders, suppliers and contractors and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser; defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party (*“another party” refers to a public official acting in relation to the procurement process or contract execution*). In this context, *“public official” includes staff and employees of other organizations taking or reviewing*

procurement decisions.

- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (*a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution*).
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level*].
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (*a “party” refers to a participant in the procurement process or contract execution*).
- (v) “obstructive practice” is:

deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for under sub-clause (e) below

HMSCL may take following actions in case a bidder/ supplier is found guilty of above or any other terms and conditions which are mutually agreed in writing by both the parties.

- i) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- ii) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.
- iii) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- iv) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

END OF SECTION VIII

SECTION IX: FORM AND FORMATS

SECTION IX: FORM AND FORMATS

ANNEXURES

SR. NO.	NAME OF ANNEXURE	PAGE NO.
8.1.	PERFORMANCE SECURITY FORM	68 - 69
8.2.	DETAILS OF MANUFACTURING UNIT	70 - 71
8.3.	LIST OF ITEMS QUOTED	72
8.4.	FORM OR CERTIFICATE OF SALES TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT	73 - 75
8.5.	SPECIMEN LABEL FOR OUTER CARTON	76
8.6.	DECLARATION REGARDING AGREEING TO TERMS AND CONDITIONS OF DNIT AND COMPLYING WITH WHO GMP	77
8.7.	DECLARATION REGARDING NON-BLACKLISTING	78
8.8.	PROFORMA FOR PERFORMANCE STATEMENT (FOR A PERIOD OF LAST 3 YEARS)	79
8.9.	ANNUAL TURNOVER STATEMENT	80
8.10.	DRUG LIST FOR THE TENDER	81
8.11.	SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES	82 - 84
8.12.	MANDATE FORM	85 - 86
8.13	HARYANA GOVERNMENT ORDER NO. 2/2/2010-4-1B-II	87 - 114

ANNEXURE – 8.1

PERFORMANCE SECURITY FORM

To : _____ (Name of Purchaser)

WHEREAS (Name of the Supplier) herein called “the Supplier” has undertaken, in pursuance of Contract No..... dated, to supply (Description of Goods and Services) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 200.

Signature and Seal of Guarantors

.....

.....

.....

Date 20

Address

.....

.....

ANNEXURE – 8.2

DETAILS OF MANUFACTURING UNIT

Name of the Bidder & Full Address :

PAN Number :

Phone Nos.:

Fax:

E-Mail:

Date of Inception:

Licence No. & Date:

Issued by:

Valid up to:

Details of Installed Production Capacity for 1 year

Tablets :

Capsules:

General:

Beta-Lactum:

Injectons

Ampoules:

Vials:

I.V. Fluids:

Sterile Powder:

Liquids

Suspension:

Syrups:

Drops:

Ointment:

Powders:

Antiseptics /Disinfectants:

Name & designation of the authorised signatory: Specimen signature of the authorized Signatory:

- * The details of manufacturing unit shall be for the premises where items quoted are actually manufactured

ANNEXURE – 8.3

List of Items quoted

1. Name of the firm and address as given in Drug license:
2. Drug License No. in form 25 & 28:
3. Date of issue & validity:
4. Revised schedule M compliance Certificate obtained on :
5. Non-conviction Certificate no case /proceeding is pending against the manufacture in any court of law in India under the Drugs & Cosmetics Act Obtained on:
6. Market standing Certificate obtained on:
7. Details of Endorsement for all products quoted:

Sr. No.	Drug Code	Quoted Drug Name	Tender Qty.	Specifications IP/BP/USP	Date of Endorsement obtained from the State Drugs Controller	Whether Endorsement is in Generic or Trade Name

Authorised signatory :

Date:

ANNEXURE 8.4

FORM OR CERTIFICATE OF SALES TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT.

(To be filled up by the applicant)

01. Name or style in which the applicant is assessed or assessable to Sales Tax
Addresses or assessment.
02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.

b. Places of business of the applicant : (All places of business should be mentioned).
03. The Districts, Talukas and divisions in :
which the applicant is assessed to Sales Tax
(All the places of business should be furnished).
04. a. Total contract amount or value of :
patronage received in the preceding three years.

Sl. No.	Financial Year	Turn over
1.		
2.		
3.		

- b. Particulars of Sales - Tax for the preceding three years.

Year

Total T.O. be assessed Rs.

Total Tax assessed Rs.

Total Tax paid Rs.

Balance due Rs.

Reasons for balance Rs.

c. If there has been no assessment in : any year, whether returns were submitted any, if there were, the division in which the returns were sent

d. Whether any penal action or proceeding for the recovery of Sales Tax is pending.

e. The name and address of Branches :
if any:

I declare that the above information is correct and complete to the best of my knowledge and belief.

Signature of applicant: Address:

Date:

(To be filled up by the Assessing authority)

In my opinion, the applicant mentioned above has been/ has not been/ doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax - Officer
Deputy Asst.

NOTE: A separate certificate should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax Officer or Assistant Commercial Tax Officer having jurisdiction over that place.

ANNEXURE-8.5

SPECIMEN LABEL FOR OUTER CARTON

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS

HARYANA GOVT. SUPPLY NOT FOR SALE

~~~~~

(Name of Drugs etc.)

~~~~~

CONSTITUENTS OF.....

Name of the Drug, Manufactured by, Batch no

Mfg. Date, Exp. Date, Quantity/Kit

Net. Weight:Kg

Manufactured by/Assembled by

ANNEXURE-8.6

DECLARATION

I/We M/s. _____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ and its Factory Premises at _____ do declare that I/We have carefully read all the conditions of tender in Ref. No. _____ for supply of Pharmaceuticals to various Government Hospitals of Government of Haryana for a period of two years and accepts all conditions of the Tender including amendments/corrigendum subsequently issued by the Tender Inviting authority, if any.

I/We declare that we possess the valid license and WHO-GMP Certificate issued by the Competent Authority and complies and continue to comply with the conditions laid in WHO-GMP certification scheme for pharmaceuticals products and the Rules made there under. I/We furnish the particulars in this regard in enclosure to this declaration.

I am/we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/or Security Deposit and blacklisting me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per WHO-GMP certification scheme

Signature :

Seal

Name & Address:

ANNEXURE-8.7
DECLARATION

I _____ Managing Director /Director / Partner
/ Proprietor of M/s. _____ having its
manufacturing unit _____ registered office at _____ do hereby declare that we have not
blacklisted/Convicted by Tender Inviting Authority or by any State Government or Central
Government Organization under the Drugs and Cosmetics Act 1940 and rules there under
during the preceding three years for any of the drugs for which we have quoted the price.
We or our principles (in case of importers) have also not found guilty of supplying
spurious drugs to any purchasing authority. I also declare that the Company has not a
single case/proceeding pending in any court of law in India under the Drugs and Cosmetics
act for supply of spurious medicines in past three years .We are eligible to participate in the
tender ref. no. _____ , for the following products.

Sl. No. Drug Code	Name of the Drug
-------------------	------------------

M/s.

Company seal

ANNEXURE-8.8

PROFORMA FOR PERFORMANCE STATEMENT (FOR A PERIOD OF LAST 3 YEARS)

Name of Firm:

Sr. No.	Name of the Product	Year	No. of batches manufactured & supplied	Batch No.	Qty.
------------	---------------------	------	--	-----------	------

Note : The Tender Inviting Authority, or his authorized representative(s) has the right to ask/inspect Batch Manufacturing Records after the batches are offered for inspection and sampling or after delivery of the product(s). In case any inconsistency is observed the Tender Inviting Authority reserve the right to reject the batch and the firm may have to make good by offering a fresh batch of acceptable quality

Signature and seal of the Bidder

Annexure-8.9

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s. _____ for the preceding three years are given below and certified that the statement is true and correct.

Sl. No.	Financial Year	Turnover in Lakhs (Rs)
---------	----------------	------------------------

1.

2.

3.

Date:

Signature of Auditor/

Seal:

(Name in Capital)

Chartered Accountant

Annexure-8.10**Drug List for the Tender**

Sr. No.	Drug Code	Name of Drug	Unit	Approx. Quantity
------------	-----------	--------------	------	------------------

ANNEXURE-8.11

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES

GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 kgs (ie., product + inner carton + corrugated box).
2. All Corrugated boxes should be of `A' grade paper ie., Virgin.
3. All items should be packed only in first hand boxes only.

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

5. Every box should be preferably single joint and not more than two joints.

STITCHING:

6. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

FLAP:

7. The flaps should uniformly meet but should not over lap each other. The flap when turned by 45 - 60 should not crack.

TAPE:

8. Every box should be sealed with gum tape running along the top and lower opening.

CARRY STRAP:

9. Every box should be strapped with two parallel nylon carry straps (they should intersect).

LABEL:

10. Every corrugated box should carry a large outer label clearly indicating that the product is for "Haryana Govt. Supply - Not For Sale ". The lower one third of the large label should indicate in bold, the value of the product as depicted in Annexure II of this document. The primary packing should also be marked similarly and no MRP should be printed any where.
11. The product label on the carton should be large atleast 15cms x 10cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

OTHERS:

12. No box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS CAPSULES / PESSARIES

- (1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be 150 gsm and inside partition / lining should be 120gsm.
- (2) The box should be of 5 ply with Bursting strength of 9 Kg/ Cm²

III SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES

- (1) No corrugate box should weigh more than 7-8 Kgs.
- (2) Every Ointment tube should be individually packed in carton and then packed in 20's in a grey board box, which may be packed in a corrugated box.
- (3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120gsm.

VII. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

- (1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 kgs.
- (2) C.B. for vials should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.
- (3) Bursting strength for CB boxes for
 - a. Vials : Note less than 13 Kg/Cm²
 - b. Amp : Note less than 9 Kg/Cm²
- (4) In the case of 10 ml Ampoules 100 or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.

- (5) If the vial is packed in individual carton, there is no necessity for grey board box packing. The individual carton may be packed as such in the CB with centre pad.
- (6) In case of ampoules every grey board box should carry 5 amps. Cutters placed in a polythene bag.
- (7) Vials of eye and ear drops should be packed in an individual carton with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box.

VIII. Packing Specifications for ORS

- 1. The sachets should be of Aluminum foil or Polyethylene foil laminated with glassing or heat sealable plastic film, Outer paper may contain label for information.
- 2. Packing in hermetically sealed aluminum laminate is recommended in order to ensure the ORS product remains "free flowing" in a range of ambient conditions.
- 3. 50 sachets may be packed in grey board boxes and 10 grey board boxes in corrugated box.
- 4. Bursting strength : not less than 9Kg/cm²

Note:- All the items requiring cold chain should be accompanied by indicator inside the outer packing so that it can ensured that the items have reached the warehouses of HMSCL in cold chain.

MANDATE FORM

02 Postal Address of the company with Telephone No., Fax No. and Mail I.D.

04	Name and Designation of the authorized company official
	Mobile No. E-mail ID

Date: _____ Company Seal _____ Signature _____

Place: _____ (Name of the person signing & designation)

01 Name of the Bank.

Branch Name& address. Branch Code No.

Branch Manager Mobile No. Branch Telephone no. Branch E-mail ID

02 9 digit MICR code number of the bank and, branch appearing on the MICR cheque issued by the bank.

03 IFSC code of the Branch

04 Type of Account (Current / Savings).

05 Account Number (as appear in cheque book)

(in lieu of the bank certificate to be obtained, please attach the original cancelled cheque issued by your bank for verification of the above particulars).

Date: _____ Company Seal _____ Signature _____

Place: _____ (Name of the person signing & designation)

CERTIFIED

Bank Seal with address. Signature of the authorized official of the bank

Annexure-8.13

Haryana Government Order

DIR Supplies & Disposal

Government of Haryana
Department of Industries & Commerce

Director Supplies & Disposals Haryana,
SCO 9, Sector 16, Panchkula

26 MAR 2015

Diary No. 822

GOVERNMENT ORDER
No. 2/2/2010-4-IB-II dated 24-03-2015

Subject:

Allowing the benefits/concessions to the Haryana based Micro and Small Scale Enterprises and Khadi & Village Industries in the purchases by the State of Haryana

Enabling provisions have been made in the Micro, Small and Medium Enterprises (MSME) Development Act, 2006 for the Government to notify preferences and policies for procurement of goods and services produced and supplied by Micro and Small Enterprises to the Government Departments/ Agencies from time to time in order to facilitate promotion and development of the Micro and Small Enterprises.

2. It has been observed that the manufacturing Micro and Small Enterprises with their manufacturing facilities based in Haryana (including Khadi & Village Industrial Units) need to be offered a competitive protection, especially in matters of minimum turnover stipulations by the Departments/ Government agencies, so that they become eligible to bid and compete. Accordingly, it has been decided to extend following special benefits/concessions to the Haryana based Micro and Small Industrial Enterprises:-

- i) Manufacturing Small Enterprises (including Khadi & Village Industries) that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 50% on the turnover stipulation imposed by procuring departments/organizations as part of its Qualifying Requirements.
- ii) Manufacturing Micro Enterprises that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 75% on the turnover condition imposed by procuring departments/ organizations as part of its Qualifying Requirements
- iii) The Haryana based manufacturing Micro and Small Enterprises shall be entitled to 50% concession on deposit of the security amount. The current requirement of Security Deposit by successful bidders is @10% of the value of the order. In case of Haryana based MSEs

Government of Haryana
Department of Industries & Commerce

(including KVI Units), the Security Deposit will be @5% of the value of order.

- iv) The Tender Fees for procurement of all goods and stores for the Haryana Government Departments and its agencies will be as under:-

Sr. No.	Description	Amount of Tender fee to be obtained from all the bidders except in the case of Haryana based MSMEs and KVI Units	Amount of Tender fee for the Haryana based MSMEs and KVI Units
1	Purchase cases valuing up-to Rs. 10 lakhs.	Rs.1,000/-	Rs.500/-
2	Purchase cases valuing between Rs. 10 lakhs to Rs. 30 lakhs.	Rs.2,000/-	Rs.500/-
3	Purchase cases valuing above Rs. 30 lakhs.	Rs.5,000/-	Rs.1,000/-
4	All cases of Rate Contracts	Rs.5,000/-	Rs.1,000/-

3. The aforesaid benefits would be admissible only if the concerned Enterprises participate directly in the tenders floated by the Government Departments /Organizations and not through any intermediaries i.e. their dealers/agents and distributors etc.
4. These instructions shall be applicable to all the tenders floated/invited after issue of these instructions.

Dated

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

Endst. No. 2/2/2010-4-DB-I

Dated, the 24-03-2015

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.

Page 2 of 3

Government of Haryana
Department of Industries & Commerce

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.

Endst. No. 2/2/2010-4-18-II

Dated, the 24-03-2015

A copy is forwarded to the Principal Secretary to Government Haryana, Finance Department Haryana w.r.t his concurrence conveyed vide its U.O. No.1/57/2012-4FDIII dated 6.3.2013.

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

Endst. No. 2/2/2010-4-18-II

Dated, the 24-03-2015

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. 2/2/2010-4-18-II

Dated, the 24-03-2015

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
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 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 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. 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

**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 rationale 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 L₃ 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.

Shupinder 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.

Shupinder Malhotra
Superintendent IB-II

For Addl. Chief Secretary to Government of Haryana,
Industries & Commerce Department

Government of Haryana
Department of Industries & Commerce

ORDER

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

25 OCT 2016
C.M.S. 7348
Diary No. Dated: 20/10/2016

*Upload Admin
on website
by 27/10*

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

2. 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 manufacturing facilities based in Haryana needs to be offered a competitive protection in terms of 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.
3. 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.
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	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.

Page 1 of 12

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 IB 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

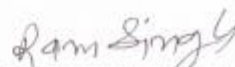
Devender Singh
Principal Secretary to Government Haryana,
Industries & Commerce Department

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

Page 3 of 12

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 _____
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

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 ration (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
		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	(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
			(ii) In case, one ME is finally arrived L1, it will be entitled 50% of the	50% quantity allotment to ME and 50% quantity alloPage 7 of 12

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 (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 - (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 (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 (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 (vi) In case, MSE1, MSE2 and one ME1 matches the L1 rate and ME2 do not agree to the same, than the entire	50% of tendered quantity to firm other than MSME (40% unreserved share + 10% ME share) and 50% quantity allotment to MSE1 50% of tendered quantity to firm other than MSME (40% unreserved share + 10% ME share) and 25% each quantity allotment to MSE1 and MSE2 90% of tendered quantity to firm other than MSME (40% unreserved share + 50% MSE share) and 10% quantity allotment to ME1 90% of tendered quantity to firm other than MSME (40% unreserved share + 50% ME share) and 05% each quantity allotment to ME1 & ME2 40% of tendered quantity to firm other than MSME (40% unreserved share), 50% quantity allotment to MSE1 and 10% quantity allotment to ME1. 40% of tendered quantity to firm other than MSME (40% unreserved share), 25% each quantity

Page 8 of 12

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 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 287% 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

Page 9 of 12

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 as assume that more than one MSE say MSE1 & MSE2 matches the finally arrived L1</u></p>	and ME2 (within L1+15% range) to match the L1 rate.	other than MSME, 29.5% each of tendered quantity to MSE1 & MSE2 and 16% of tendered quantity to either of MSE3/MSE4
	(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.	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
	(iii) In case, either of ME3/ME4 matches the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.	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
	(iv) In case, ME3 & ME4 matches the L1 rate and MSE3, MSE4 do not agree to it.	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
	(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.	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
	(vi) In case, MSE3, MSE4 & ME3, ME4 matches the L1 rate	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>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 as assume that ME1 is the finally arrived L1</u></p>	Offer will be given to MSE3, MSE4, ME3 and ME4 (within L1+15% range) to match the L1 rate.	50% of tendered quantity to ME1, and 50% of tendered quantity to either of MSE3/MSE4 who matched 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, both MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it.	50% of tendered quantity to ME1, and 25% each of tendered quantity to MSE3 & MSE4 who matched the L1 rate
	(iii) In case, either of ME3/ME4 matches the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.	95% of tendered quantity to ME1, and 05% of tendered quantity to either of ME3/ME4 who matched the L1 rate
	(iv) In case, both ME3 & ME4 matches the L1 rate and MSE3, MSE4 do not agree to it.	95% of tendered quantity to ME1, and 2.5% each of tendered quantity to ME3 & ME4
	(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.	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
	(vi) In case, MSE3, MSE4 & ME3, ME4 matches the L1 rate	44% of tendered quantity to ME1, 25% each of tendered quantity to MSE3 & MSE4, and 03% each of tendered quantity to ME3 & ME4
<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>	Offer will be given to MSE3, MSE4, ME3 and ME4 (within L1+15% range) to match the L1 rate.	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
	(i) In case, either of MSE3/ MSE4 matches the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it.	
	(ii) In case, both MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it.	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
	(iii) In case, either of ME3/ME4 matches	63% of tendered quantity to firm

Page 10 of 12

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>	the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.	other than MSME, 32% each of tendered quantity to ME1, and 05% e of tendered quantity to either of ME3/ME4
	(iv) In case, both ME3 & ME4 matches the L1 rate and MSE3, MSE4 do not agree to it.	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
	(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	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
	(vi) In case, MSE3, MSE4 & ME3,ME4 matches the L1 rate	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
	Offer will be given to MSE3, MSE4, ME3 and ME4 (within L1+15% range) to match the L1 rate.	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>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>	(i) In case, either of MSE3/MSE4 matches the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it.	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
	(ii) In case, both MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it.	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
	(iii) In case, either of ME3/ME4 matches the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.	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
	(iv) 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	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
	(vi) In case, MSE3, MSE4 & ME3,ME4 matches the L1 rate	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>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.</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.	65% of tendered quantity to MSE1 , 25% of tendered quantity to either of MSE3/MSE4 and 10% of tendered quantity to ME1
	(i) In case, ME1 and either of MSE3/MSE4 match the L1 rate & MSE4/MSE3, ME3, ME4 do not agree to it.	56% of tendered quantity to MSE1, 17% each of tendered quantity to MSE3 & MSE4 and 10% of tendered quantity to ME1
	(ii) In case, ME1 and both MSE3 & MSE4 matches the L1 rate and ME3, ME4 do not agree to it.	90% of tendered quantity to MSE1 , 05% of tendered quantity to either of ME3/ME4 and 05% of tendered quantity to ME1
	(iii) In case, ME1 and either of ME3/ME4 match the L1 rate and MSE3, MSE4 & ME4/ME3 do not agree to it.	90% of tendered quantity to MSE1
	(iv) In case, ME1 and both ME3 & ME4	

Page 11 of 12

Government of Haryana
Department of Industries & Commerce

	Let as assume that one MSE1 and one ME1 are there in L1+5% range and MSE1 is finally arrived L1	matches the L1 rate and MSE3, MSE4 do not agree to it.	03% each of tendered quantity to ME3 & ME4 and 04% of tendered quantity to ME1
		(iv) n 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	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
		(vi) n case, ME1 and MSE3, MSE4 & ME3,ME4 matches the L1 rate	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
	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. Let as assume that one MSE1 and one ME1 are there in L1+5% range and MSE1 is matches the finally arrived L1		Depending upon the various options as mentioned, apportionment will be done accordingly
	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. Let as assume that one MSE1 and one ME1 are there in L1+5% range and ME1 is finally arrived L1		Depending upon the various options as mentioned, apportionment will be done accordingly
	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. Let as assume that one MSE1 and one ME1 are there in L1+5% range and ME1 matches the finally arrived L1		Depending upon the various options as mentioned, apportionment will be done accordingly
	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. 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		Depending upon the various options as mentioned, apportionment will be done accordingly
AND SO ON			

Principal Secretary to Government Haryana,
Industries & Commerce Department

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Government of Haryana
Department of Industries & Commerce
G.O. No. 2/2/2016-41-B II dated 25-7-2016

O/o DS & D, Haryana
CFMS No. 5707
Dated 22/7/16

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.

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

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

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

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

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

Page 1 of 2

O/o Pr. Secy. Ind./E & I.T.
Diary No. 2629
Dated 26/7/16

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

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

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

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

Dated: 21-7-2016

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

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

Dated, the 25-7-2016

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

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

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

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

Dated, the 25-7-2016

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

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

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

Page 2 of 2

SUPPLIES & DISPOSALS DEPARTMENT, HARYANA
S.C.O. No. 09, 1st & 11th Floor, Sector-16, Panchkula-134109 (Haryana)
Ph.: 0172-2570121, 123, 124. Fax No.: 0172-2570122.
e-mail:- supplies@hry.nic.in , website:- dsndharyana.gov.in

Haryana Medical Services Corporation Ltd.

ORDER

2381
16 DEC 2020

PANCHKULA

From

The Director General, Supplies & Disposals,
Haryana, Department.

To

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments in the State Haryana
3. All the Managing Directors/Chief Executive Officers of Boards/Corporations/
Federations in Haryana State.
4. All the Divisional Commissioners in the State Haryana.
5. All the Deputy Commissioners in the State Haryana.
6. The Registrar, Punjab & Haryana High Court, Chandigarh.
7. The Registrar of all Universities in the State of Haryana

Memo No. DGS&D/Admin/Performance Security/2020/ 8780-8959

Dated: 14.12.2020

Subject: Amendment in Performance Security Deposit of the successful tenderer in Public
Procurement of the State.

Whereas the State Govt. vide its order No.2/2/2016-4IBII(2) dated 20.10.2016 had provided the Performance Security Deposit of the successful tenderer in procurement of Stores/ Goods through this office to be 2% of the order value or Estimated value of the Rate Contract for Haryana based firms, 0.2% of the order value or Estimated value of the Rate Contract for Haryana MSEs and 5% of the order value or Estimated value of the Rate Contract for other States/UT based firms, and

Whereas the Ministry of Finance, Department of Expenditure (Procurement Policy Division), Govt. of India vide its Order No.F.9/4/2020-PED dated 12.11.2020 had observed that on account of slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors, which in turn is effecting timely execution of the contract. In view of the same, the Govt. had reduced the Performance Security from existing 5-10% to 3% of the value of the contract for all existing contracts with some specific provisions, and

Whereas the State Government also agrees to the initiative of Government of India for providing relief to the commercial entities and contractors in terms of Performance Security for all kinds of procurements viz. Goods/Stores, Consultancy, Works, non-consulting Services etc.

The matter has been considered by the State Government and it has been decided to substitute the contents as contained in State Govt. order No.2/2/2016-4IBII(2) dated 20.10.2016 as under:-

"That the Performance Security Deposit of the successful tenderer shall be as under:-

Sr. No.	Type of Firm/Enterprises	Value of Performance Security Deposit
1	Haryana based firms:- (i) # Haryana Based Micro and Small Enterprises (MSEs)	(i) @0.2% of the value of contract
	(ii) Haryana based other firms/enterprises	(ii) @2% of the value of contract
2	Other States/ UTs based firms	@3% of the value of contract

Page 1 of 2

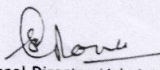
SUPPLIES & DISPOSALS DEPARTMENT, HARYANA
S.C.O. No. 09, Ist & IInd Floor, Sector-16, Panchkula-134109 (Haryana)
Ph.: 0172-2570121, 123, 124. Fax No.: 0172-2570122.
e-mail:- supplies@hry.nic.in , website:- dsndharyana.gov.in

Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana and who participate directly in the tendered/quoted items and offering to supply the entire Work/Supply Order by their enterprise.

The above will be governed by the following:-

- A. The benefit of the reduced Performance Security from 5% to 3% as in Sr. No.2 of the table above will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated.
- B. All tenders/contracts issued/concluded till 31.12.2021 should also have the provision of reduced Performance Security.
- C. In all contracts where Performance Security has been reduced to 3% in view of above stipulations, the reduced percentage of Performance Security shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond 31.12.2021.
- D. In all contracts entered into with the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond 31.12.2021.
- E. Wherever, there is compelling circumstances to ask for Performance Security in excess of 2% in case of Haryana based firm and 3% in case of other State /UT based firms as stipulated above, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender, or the Secretary of the Ministry/ Department, whichever is lower. Specific reasons justifying the exception shall be recorded.
- F. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc."

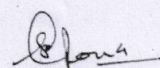
The above instructions may be brought to the notice of all concerned.


Additional Director (Admin),
For Director General, Supplies & Disposals Department

Endst. No.DGS&D/Admin/Performance Security/2020/8960-962 Dated, 14.12.2020

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

1. The Chief Principal Secretary to Chief Minister, Haryana.
2. The Principal Secretary to Govt. Haryana, Industries & Commerce Department.
3. The Principal Accountant General (Audit), Haryana, Sector-33, Chandigarh.


Additional Director (Admin),
For Director General, Supplies & Disposals Department

Government of Haryana
Finance Department

No:- 14/29/2023-6FA

From

The Additional Chief Secretary to Government of Haryana,
Finance Department

To

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

Dated: 26.05.2023

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

Sir,

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

Sr. No.	Govt. Order No. and Para	Existing procedure of negotiation	Proposed procedure of negotiation	
			Competency level	Procedure of negotiation in respect of procurements of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services
1	2/2/2010-4-1B-II dated 16.06.2014 Para-3(i)	"..... Para-3(i):- The price discovery for cases related to purchase of specific quantity of Stores, Goods and award of Turnkey Contracts shall be generally determined based on the rates quoted by the L ₁ bidder if the quoted rates are found to be reasonable by the Indenting Departments, and negotiations, if any, held with the lowest bidder. However, the negotiation could be held upto L ₃ bidder, if the different between the L ₁ quoted rates and those	Procurement Committees namely Standing Purchase Committee (Lower), Standing Purchase Committee (Higher) and Committee constituted for Procurement Of Consultant/ Consultancy vide Order No.2/1/2015-41B-II dated	The price discovery for cases related to procurement of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services be determined based on the rates quoted by the L ₁ bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder (L ₁) only. The Committee will ensure the rates reasonability while finalizing the

Page 1 of 3

**Government of Haryana
Finance Department**

		quoted by L ₂ & L ₃ , is within 5% of the L ₁ quoted rates. In cases where the L ₁ bidder refuses to further reduce his offered price and the L ₂ or L ₃ bidders come forward to offer a price which is better than the price offered by L ₁ bidder, the bidder whose price is accepted becomes the L ₁ bidder. However, in such a situation, the original L ₁ bidder may be given one more opportunity to improve upon the discovered price. In case, the original L ₁ bidder further improve upon the price discovered during the negotiations, he would be treated as the L ₁ bidder."	04.06.2015 for their respective scope	procurement.
2	2/2/2010-4-IB-II 18.06.2013 Para-4(iv)	"----- Para-4(iv):- The price discovery for Rate Contracts shall be generally determined based on the rates quoted by the L ₁ bidder and negotiations, if any, held with the lowest bidder. However, the Rate Contract negotiation could be held upto L ₃ bidder, if the different between the L ₁ quoted rates and those quoted by L ₂ & L ₃ , is within 5% of the L ₁ quoted rates. In cases where the L ₁ bidder refuses to further reduce his offered price and the L ₂ or L ₃ bidders come forward to offer a price which is better than the price offered by L ₁ bidder, the bidder whose price is accepted becomes the L ₁ bidder. However, in such a situation, the original L ₁ bidder shall be given one more opportunity match the discovered price. In case of acceptance, he would be treated as the L ₁ bidder (v) On determination of the price discovery pursuant to the above process, a counter - offer would be made to all such eligible bidders whose quoted price is within 10% of the L ₁ quoted price, for acceptance of the discover / offered price. Such of the eligible bidders whose quoted price exceed 10% of the L ₁ quoted price shall not be eligible for consideration of the Rate Contract. (vi) The bidders, agreeing to accept the counter-offer of the discover price following the above process, may be approved on the Rate Contract"	Procurement Committees namely High Powered Purchase Committee (HPPC) constituted vide Order No.2/7/2014-4IB-II dated 10.12.2019 (and amended from time to time), Special High Powered Purchase Committee (SHPPC) constituted vide Order No.2/7/2006-4IBII dated 29.06.2011 (and amended from time to time) and Department High Powered Purchase Committee (DHPPC) constituted vide Order No.2/1/2021-4IB-II dated 12.01.2021 (and amended from time to time) for their respective scope.	The price discovery for cases related to procurement of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey and Services may be generally determined based on the rates quoted by the L ₁ bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder. A. However, negotiation could be held upto four number of such bidder(s), in addition to L ₁ bidder in cases where there are bidders falling within 5% of the L ₁ bidder. In cases where the L ₁ bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L ₁ bidder, the bidder whose price is accepted becomes the L ₁ bidder. However, in such a situation, the original L ₁ bidder may be given one more opportunity to improve upon the discovered price. In case, the original L ₁ bidder further improve upon the price discovered during the negotiations, he would be treated as the L ₁ bidder. B. In cases where there is no bidder within 5% of the L ₁ bidder:- (i) L ₂ bidder will be invariably called for negotiation in addition to the L ₁ bidder. (ii) L ₃ bidder will also be called, if it is so decided by the Minister-in-Charge, in addition to L ₁ , L ₂ bidders.

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

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

Government of Haryana
Finance Department

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

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

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

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

Dated 26.08.2023

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

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

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

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