

NOTE: The Department of New & Renewable Energy, Haryana may ask the user Departments/Institutes, to deduct a penalty of Rs. 10,000/- per 100 kW per week (out of the due payment to the firm for supply of power from the installed solar plant) for delay in supply, installation and commissioning of the project within the specified or extended time period.

19. Material shall be strictly as per DNIT specifications/requirement. The solar module must be BIS/IEC certified as per MNRE notification called the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017 dated 05.09.2017 and its subsequent amendments. The Solar Module must be comply with MNRE OM of even No. dated 02.01.2019 for enlistment under "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) order, 2019 and its subsequent amendments. The Solar Module manufacture must give undertaking with bid that they must comply the said order while supplying solar module in said item. If there is any left out specification, the same shall be considered as per the latest MNRE specification/requirements applicable as per BIS/International Standards. The bidders are advised to be well conversant with these specifications/requirements for their compliance.
20. In case of any complaint in the working of the items during the warranty period, the firm shall attend the same within 24 hours from the time of logging of first complaint / call by the consignee and the items must be repaired within three days thereafter. The complaints would be logged by the Department officers by e-mail/ fax in order to keep the proper delivery records. Further in case of failure to do so, penalty @ 0.1 % of the system cost per day (subject to max. 10% of the cost) after expiry of 72 hours shall be imposed. If the firm does not attend the complaint within the max penalty period then the system may be got repaired/ replaced from the performance security amount/payable monthly payment. In case whole performance security amount/ payable monthly payment is utilized and complaint/s are still pending then an online / registered notice will be sent to the firm to attend the complaint and if failed to attend the complaint within 7 days then firm may be blacklisted and a legal proceedings may be initiated against the firm for breach the agreement.

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

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

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

1. All the annexure from 'Annexure-1 to 12' including 'Schedule-B of Supply' as part of this present DNIT are available as 'Tender Forms' at Link <https://dsndharyana.gov.in/downloads/> under 'Downloads' > 'TenderForm'.

2. **Procurement of Stores through Rate Contract System:-**

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

3. **EMD:-**

SUPPLIES & DISPOSALS DEPARTMENT, HARYANA
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The firms are required to deposit Earnest Money as indicated above failing which the tenders are liable to be rejected. Manufacturing Micro & Small Enterprises (MSEs) of the State, Startups/ First Generation Entrepreneurs of the State, Central or Haryana Public Sector Enterprises and “approved sources” as declared by the Industries Department, Haryana, are exempt from the deposit of EMD. The condition at Sr. No. 7 of “Instructions to Tenderers of the TENDER FORM” shall be deemed to be amended to this extent as per provisions contained at Para 13(i)(ii) of G.O. No.2/2/2010-4I-BII of dated 28.05.2010 (Annexure-2), Para no 3(A)(ii) of G.O. No. 2/2/2016-4I BII (1) of dated 20.10.2016 (Annexure-3) and Sr. No. 2 of the Table of G.O. No.2/2/2016-4IB-II dated 03.01.2019 (Annexure-4) (or as amended from time to time in this regard)

The condition at Sr. No. 6 of Annexure “A” - “Conditions with TENDER FORM” shall be deemed to be cancelled. (amendments with effect from may 28, 2010)

4. Performance Security:

The successful tenderer shall be required to deposit Performance Security Deposit as per provisions contained in Govt. of Haryana G.O. No. 2/2/2016-4IBII(2) dated 20.10.2016 (Annexure-5) 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) (ii)Haryana based other firms/enterprises	(i) @0.2% of the value of contract (ii) @2% of the value of contract
2	Other States/ Uts based firms	@5%of the value of contract
<i># Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed SSI Certificate/EM Part-II/UdyogAadhaar 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.</i>		

The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt/Banker’s Cheque or in the shape of equivalent Bank Guarantee of any scheduled bank with branch in Chandigarh/ Panchkula. The condition at Sr. No. 8 of “Instructions to Tenderers of the TENDER FORM” shall be deemed to be amended to this extent as per provisions contained G.O. No. 2/2/2016-4IBII(2) dated 20.10.2016 (Annexure-5) (or as amended from time to time in this regard)

5. Price Fall Clause:

Price fall clause will be as per condition no. 15 of “General Conditions of Supply” as available at Annexure-10. The same is that the price quoted in the tender/quotation or approved in the Rate Contract for the stores shall not exceed in any way the lowest price at which the tenderer quote for the supply the stores of identical description to DGS&D, New Delhi/ State Government Institutions/Undertakings/any other person during the delivery period/currency period of the rate contract. If, at any time during the delivery period/currency period, the successful tenderer reduces the rates/sale price of the quoted stores to any person at the price lower than the price chargeable under the supply order/ rate contract, the tenderers should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the stores supplied after the date of coming into

force of such reduction of the rates shall stand correspondingly reduced to that level. The successful tenderers shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The tenderer shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the DGS&D, New Delhi and other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

6. **Penalty to firm on Delay in delivery:** Should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. The other details will be as per provision contained in Sr. No. 14 of "Schedule- 'B' Condition of Contract".
7. The bidders are required to quote the basic rates, the delivery/ transportation costs/ applicable GST and duties etc, and the place of billing for the supply of stores clearly and separately. The bidders are required to intimate the place of billing.

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

Delay in payments to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, will attract penal interest on the defaulting amount @ Rs. 25/- per rupees one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the supplier. This is as per provisions contained at Para 17 of G.O. No.2/2/2010-4I-BII of dated 28.05.2010 (or as amended from time to time in this regard)

9. Negotiation of Rates

Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013 (**Annexure-1**), G.O. No.2/2/2010-4-IB-II dated 16.06.2014 (**Annexure-6**), G.O. No.2/2/2010-4-IB-II dated 09.02.2015 (**Annexure-7**) and dated 26.05.2023 (**Annexure-7A**) will be applicable.

10. Concession to MSMEs of State:

The State Government has notified "Haryana State Public Procurement Policy for MSME - 2016" vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 (**Annexure-3**) and amendment vide G.O. No. 2/2/2016-4IB-II dated 11.12.2019 (**Annexure-8**) and as amendment vide G.O. No. 2/2/2016-4IB-II dated 13.08.2021 (**Annexure-8-A**) which will be applicable in respect of concessions to Haryana based MSMEs and KVIs. For claiming the relevant concession/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder's name and further subject to fulfillment of eligibility criteria as provided in the said Policy of 2016.

***Note:-** To claim the concessions/benefits under the above policy, the bidder is required to submit SSI Certificate/Manufacturing Entrepreneurs Memorandum (part-II) issued by the Industries Department Haryana in respect of the quoted item / Udyog Aadhaar Memorandum (UAM)/Udhyam Registration of Haryana based manufacturing enterprises in respect of the quoted item (*Ref. Industries & Commerce Department Haryana Memo No.TS/DS&D/11389-A Dated 03.07.2018*) and further subject to fulfillment of eligibility criteria as provided in the said

Policy of 2016 and amendments from time to time.

11. Concession/benefits to Startups/First Generation Entrepreneurs of State:

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

12. In case of evidence of cartel formation by the bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the Competition Commission of India and/ or other appropriate forums.

13. Purchase Preferences for approved Sources

The Director, Supplies & Disposals, Haryana, reserves the right to allow purchase preference to the approved sources, including Central or Haryana State Public Sector Undertakings/Enterprises, provided that such approved source takes part in the bidding process and the quoted prices of the approved source is within 10% of the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price. The latest list of Approved Source is contained in Government Order no. 6/03/2007-4IB-II dated: 14-02- 2008 (or as amended from time to time in this regard) of the Industries Department and is subject to further amendment from time to time.

14. Penalty clause for rejected samples/ material offered by the Bidder:

In case, the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

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

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016 (**Annexure-9**)and as amendment vide G.O. No. 2/2/2016-4IB-II dated 27.08.2021 (**Annexure-9-A**). 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. No representation/ complaint in whatsoever manner from the bidders/ firms will

be entertained after the opening of Financial Bid.

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

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

18. Arbitration Clause

The Arbitration if any will be decided as per the provision contained at Sr. No.18 of “Schedule ‘B’ Conditions of Contract”

19. Jurisdiction

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

E. OTHER TERMS AND CONDITIONS

1. The firms are required to mention bifurcation of their rates showing the detail of Basic Rates, GST, Duties etc. in their bid. In case, the supplies are delayed by the firm beyond the stipulated delivery period & there has been any upward revision in the rates of GST/ Duties ON THE CONTRACTED ITEM, no such increase will be allowed. However, if there has been any reduction in GST/Duties, the same will be availed. No variation in GST/ Duties on raw material will be applicable.
2. All documents to be submitted by the tenderers with their offer should be self attested in case the same are copies of original documents.
3. The Earnest money of the tenderers will be forfeited to Govt. account and blacklisting/ debarring besides other penal action, if they withdraw their offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.
4. The authorized dealer should submit authority letter of their manufacturer, to quote the rates on their behalf failing which tender is liable to be rejected.
5. When manufacturer as well as its dealer/s both quote the rates in the same purchase case, then for the purpose of distribution of order, they will be considered as one offer & the order/rate contract will be placed on that firm only which has quoted lower rates among such offers & the offer is as per NIT.
6. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://etenders.gov.in/eprocure/app>. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the Technical bid. SUPPLIES & DISPOSALS DEPARTMENT, HARYANA S.C.O. No. 09, 1st&11nd 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 Any supporting documents if required is to be submitted in online mode only along with their Technical Bids by due date and time.
7. The Financial bid/s of only those bidders/ items will be opened who qualify on the basis of their Technical Bids and wherever required approval of samples. The date & time of opening of the Financial bids will be intimated in the due course.
8. The offer without prescribed Earnest Money, Tender Fee & E-Service fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by Director, Supplies & Disposals, Haryana, Panchkula
9. The quantity of Stores can be increased or decreased.
10. Notwithstanding anything contained in the Tender, Supplies & Disposals Department

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Haryana reserves the right to accept or reject any Bid, and to cancel the bid process and reject the Tender, at any time, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the participating/affected Bidder (s) the reason for such decision.

11. Other terms & conditions as contained in various Annexure/ Documents as available under the folder <https://dsndharyana.gov.in/downloads/> “TENDER FORMS” as available at the link <https://dsndharyana.gov.in/downloads/> under ‘Downloads’ > ‘Tender Form’ form part of this DNIT.
12. Instructions to bidder on Electronic Tendering System. Registration of bidders on e-Procurement Portal, Information about Digital Certificate, Instructions about Online Payment of Tender Document fee/e-Service Fee/Earnest Money, Important Instructions & Help manual for online bidding and other General issues option available on Home page of NIC e-procurement portal i.e.<https://etenders.hry.nic.in>. In case bidders need any clarifications or if training required to participate in online tenders they can contact office Timings of Help-desk support & Contract Details:- The detail may be seen under “Contract US” option available on Home Page of NIC eProcurement portal i.e.<https://etenders.hry.nic.in>. For support related to Haryana Tenders in addition to Helpdesk:- In addition, For support related to Haryana Tenders in addition to helpdesk you may also contract to following:- E - mail: eproc.nichry@yahoo.com
Desk: 0172-2700275.

Superintendent,
For & on behalf of Governor of Haryana.