

SUPPLEMENTARY AGENDA FOR 81st MEETING OF
BOARD OF DIRECTORS, HSRDC

Supplementary Agenda Item no. 1:

GRANT OF HONORARIUM TO THE STAFF / EMPLOYEES

It is submitted that the following personal staff has been working with W/ACS PW(B&R)-cum-Chairman, HSRDC with full devotion and are used to work in odd hours as well as gazetted holidays. The staff has supported the Worthy Chairman, HSRDC in day-to-day work for quick disposal.

| Sr. No. | Name | Designation |
|----------------|------------------|--------------------|
| 1. | Sh. Vijay Nandal | Private Secretary |
| 2. | Ms. Rekha Dhull | Computer Assistant |
| 3. | Sh. Munesh Kumar | Computer Assistant |
| 4. | Sh. Dharmender | WPO-II |
| 5. | Sh. Naresh Kumar | Peon |
| 6. | Sh. Hardev Singh | Driver |
| 7. | Sh. Satpal | Driver |
| 8. | Sh. Ravinder | Peon |

Further, the following employees of HSRDC have been working with full dedication and even worked in the holidays during the lockdown period in such a pandemic situation of COVID-19.

| S.No. | Name of Employee | Designation |
|--------------|-------------------------|-----------------------------|
| 1. | Sh. B.D.Mehta | Accounts Officer |
| 2. | Sh. Rahul Bisht | Clerk-cum-Computer Operator |
| 3. | Sh. Shiv Singh | Clerk-cum-Computer Operator |
| 4. | Sh. Manoj Kumar | Peon |

As per Rule 50 of Haryana Civil Services (Allowances to Government Employees) Rules, 2016, *Administrative Secretary and Head of Department are competent to grant honorarium up to Rs. 10,000/- and Rs. 2,000/- respectively to an individual during a financial year as remuneration for work performed which is occasional or intermittent in character or of such merit to justify a special reward. (Annexure-1)*

Therefore, it is recommended to grant the afore-mentioned employees an amount of Rs. 10,000/- each as honorarium from the available funds in HSRDC. The funds for total expenditure amounting to Rs. 1,20,000/- will be met out from the HSRDC funds.

The Board is requested to approve the payment of honorarium as mentioned above please.



SUPPLEMENTARY AGENDA FOR 81st MEETING OF
BOARD OF DIRECTORS, HSRDC

Supplementary Agenda Item no. 2:

DELEGATION OF POWERS IN RESPECT OF RELEASE OF BUDGET / LOC TO FIELD OFFICES

It is submitted that after the retirement of Shri R.K.Gandhi on 31.01.2020, no Managing Director has been posted in HSRDC. Therefore, at present, the post of Managing Director is vacant in HSRDC. Further, the powers of HOD / Managing Director, HSRDC have been delegated to the Executive Director, HSRDC till the posting of MD, HSRDC vide U.O. 409/HSRDC dated 03.02.2020 (**Annexure-2**).

As per provision of Clause No. 28.2.2 of Haryana PWD Code (**Annexure-3**) and as per Haryana PWD B&R office order No. 145672 / Budget Dated 20.08.2019 (**Annexure-4**) following criteria of issue of Budget to field offices was fixed as under:-

1. Cases of issue of budget / LOC where Administrative Approval of work is upto Rs. 10.00 Crore is to be approved at the level of concerned Chief Engineer.
2. Cases of issue of budget / LOC where Administrative Approval of work is above Rs. 10.00 Crore is to be approved by the Engineer-in-Chief.

In view of the above, it is proposed that the powers to issue Budget / LOC where Administrative Approval of work is above Rs. 10.00 Crore as mentioned at Point (2) above may be delegated to Executive Director, HSRDC to ensure smooth and efficient working of the Corporation.

The Board is requested to accord the approval for the same please.



SUPPLEMENTARY AGENDA FOR 81st MEETING OF
BOARD OF DIRECTORS, HSRDC

Supplementary Agenda Item no. 3:

TO INCREASE MONTHLY REMUNERATION OF COMPANY SECRETARY

It is submitted that Mrs. Dolly Gaur was engaged as a full-time Company Secretary of HSRDC on 01.04.2019 (as per Outsourcing Policy Part-II through advertisement and walk-in-interview) at a remuneration of Rs.40,000 per month. Since she has completed one year in the Corporation on 31.03.2020, she has requested the Corporation to increase her monthly remuneration on the following grounds:

- She has been performing her professional duties very sincerely and diligently through making necessary compliances of Companies Act, 2013. There has never been a single instance of non-compliance of the Act ever since she joined this Corporation.
- She finished pending Company Secretarial work of last 3 financial years in a period of only 2 months by filing necessary e-forms and returns with Registrar of Companies. This further helped in streamlining of work of the Corporation.
- Another reason for such request is that as per Section 203 of Companies Act, 2013, the post of CS is grouped among Key Managerial Personnel of a company because a CS acts as a vital link between the company and its Board of Directors, shareholders, government and regulatory authorities and is responsible for ensuring compliance with statutory and regulatory requirements, specifically ensuring that decisions of the board of directors are implemented.
- Moreover, as per Service Rules of HARTRON (**Annexure-5**), the salary for a sanctioned post of Company Secretary is Rs. 67,700 per month i.e. Pay Matrix Level 11 of the 7th Pay Commission scales.

In light of the above, the Board is requested to approve the enhancement of monthly remuneration of CS. Dolly Gaur to Rs.42,000 w.e.f. 01.04.2020.



SUPPLEMENTARY AGENDA FOR 81st MEETING OF
BOARD OF DIRECTORS, HSRDC

Supplementary Agenda Item no. 4:

REGARDING CONSULTANCY SERVICES FOR RESTRUCTURING OF HARYANA STATE ROADS AND BRIDGES DEVELOPMENT CORPORATION LIMITED (HSRDC) FOR HIGHER ECONOMIC GROWTH IN HARYANA

It is intimated that Hon'ble Chief Minister, Haryana has desired to restructure HSRDC for Higher Economic Growth in Haryana since at present, no specific schemes/policies are in place for dedicating a sustainable source for funding the maintenance of road assets. Consequently, it is also not possible to divert funds from specified schemes to other activities as and when the need arises. It is also intimated that majority of the schemes for the development of the road sector in the State are capital works (construction/upgradation) oriented. Various schemes such as PMGSY, State Plan and Central Plan assistance etc. are in place to finance the capital requirements of the road networks.

Thus, the main objective of hiring consulting services is to support HSRDC in following:-

- i) Identify the specific functions required for each layer of the Corporation
- ii) Assess the capacity of institution
- iii) Assign specific roles in an optimal manner
- iv) Identify the required resource for HSRDC to function adequately
- v) Assist HSRDC in recruiting qualified staff
- vi) Establish the road map to realign the institutions
- vii) Implement the initial actions established under the roadmap
- viii) Improve HSRDC business practices specifically
 - a. planning processes;
 - b. quality assurance; and
 - c. project financial accounting and monitoring systems
- ix) Assess the capacity in commercially develop and exploit land alongside the roads/bridges

In light of the above, draft terms of reference (TOR) (**Annexure-6**) and draft Technical Evaluation Criteria (**Annexure-7**) for selecting the Consultant for restructuring of HSRDC are enclosed for approval of the Board members.

SUPPLEMENTARY AGENDA FOR 81st MEETING OF
BOARD OF DIRECTORS, HSRDC

Further, it is also brought to the notice of the Board that HARTRON vide letter no. 2/265/2SIT/Vol-II/6451 dated 27.03.2018 (**Annexure-8**) has empanelled 4 firms i.e. (i) M/s Ernst & Young LLP, New Delhi (ii) M/s KMPG Advisory Service Pvt. Ltd. Mumbai (iii) M/s Price Water House Cooper Pvt. Ltd. Gurgaon (iv) M/s Wipro Limited Gurgaon providing consultancy services for e-Governance & non e-Governance projects to Department / Boards/ Corporations of Haryana State under Group-I.

In order to carry out the consultancy work for restructuring of HSRDC, it is proposed to invite the bids from above said empanelled firms. The rough cost estimate on the basis of approved man month rates has been prepared for an amount of Rs. 30,00,000/- (approx).

The Board is requested to accord the administrative approval of Rs. 30,00,000/- so that the process of restructuring of HSRDC could be initiated by inviting the bids from above said empanelled firms.



74/EN
11/2/2020

45538/NK
06/03/20

Op No 45538 ACSPWD
Dated 6-3-2020

The following staff is working with the undersigned with full dev. They are used to work in odd hours as well as in gazetted holidays. I have supported the undersigned in day to day work for quick disposal. I recommend to grant them an amount of 10,000/- each as honorarium from the available funds.

| Sr. | Name | Designation |
|-----|------------------|--------------------|
| 1 | Sh. Vijay Nandal | Private Secretary |
| 2 | Ms. Rekha Dhull | Computer Assistant |
| 3 | Sh. Munesh Kumar | Computer Assistant |
| 4 | Sh. Dharmender | WPO-II |
| 5 | Sh. Naresh Kumar | Peon |
| 6 | Sh. Hardev Singh | Driver |
| 7 | Sh. Satpal | Driver |
| 8 | Sh. Ravinder | Peon |

Rajeev Arora
(Rajeev Arora)
ACS PWD (B&R)

EIC/B&R

6.3.2020
CE (NCD)
Rajeev

1st
9/3
06/03/2020

S/EN 09/3/2020

EH

Chapter - V**Honorarium and Fee****50. Grant of honorarium.—**

Subject to provisions in these rules, a *competent authority* may grant or permit a Government employee to receive honorarium as remuneration for work performed which is occasional or intermittent in character and either so laborious or of such special merit to justify a special reward for it. Sanction to the grant or acceptance of an honorarium shall not be given unless the work has been undertaken with the prior consent of the competent authority.

Note 1.— *Administrative Secretary and Head of Department are competent to grant honorarium upto Rs. 10,000/- and Rs. 2,000/- respectively to an individual during a financial year.*

Note 2.— *Chairman of the Public Service Commission is competent to grant honorarium up to Rs. 5,000 in each individual case during a financial year in the case of Government employee appointed as Examiner, Supervisor or Invigilator in connection with the examination held by the Haryana Public Service Commission.*

51. Grant of honorarium to an employee of other Department.—

Subject to provisions in these rules, where an honorarium is to be granted to a Government employee by a Department other than his parent Department, sanction to grant and acceptance of the honorarium shall be given by the *competent authority* of the department paying the honorarium after obtaining the concurrence of the parent Department of the Government employee.

Exceptions.— *A Government employee may without the sanction of the competent authority of parent department accept remuneration upto any amount for work connected with—*

- (i) *an examination conducted by Union/ State Public Service Commission, Union/State Department; and*
- (ii) *election duty and granted by the Election Commission of India or State.*

52. Responsibility of authority sanctioning honorarium.—

- (1) The sanctioning authority shall record in writing that due regard has been paid to the general principle enunciated in these rules and reasons which in his opinion justify the grant of the extra remuneration.
- (2) The grant of an honorarium shall be carefully controlled by Government and scrutinized by audit and that audit shall be given an effective opportunity for comments if it be deemed necessary. The Principal Accountant General (A&E), Haryana may, therefore, require that the reasons for the grant of an honorarium should be communicated to him in each case.

Note.— No honorarium shall be granted to gazetted officers engaged on work in connection with the setting up of companies, corporations, etc, which forms a part of their normal duties even if they work beyond office hours.

53. No honorarium for service of ordinary duties.—

When the service rendered falls within the course of the ordinary duties of the Government employee performing it, the test of special merit prescribed in rule 50 shall be applicable.

Note.— A service rendered by a Government employee is said to be 'within the course of the duties' of that Government employee when it is of the same nature as that for which his regular employment exists. The test that shall be applied in deciding any particular case is to determine whether the service rendered is such as the Government employee habitually performs in the course of his ordinary duties. A service does not cease to be within the course of the duties of the Government employee because it has been rendered for an object not concerned with the usual operations of his Department or involves an unusual expenditure of labour.

54. Permission to accept fee.—

A competent authority may permit a Government employee to accept a recurring or non-recurring fee as remuneration for performing a specified service or series of service for an organization, provided it does not fall within the course of ordinary duties and is not detrimental to his official duties or responsibilities.

Account Details of Staff of ACS PWD

| Name | Designation | Bank | Account No. | IFSC Code |
|------------------|---------------------|------|----------------|-------------|
| Sh. Vijay Nandal | Private Secretary | SBI | 10080089480 | SBIN0010603 |
| Ms. Rekha | Data Entry Operator | HDFC | 50100125942229 | HDFC0001379 |
| Sh. Munesh Kumar | Data Entry Operator | SBI | 20269325399 | SBIN0003246 |
| Sh. Dharmender | WPO-II | SBI | 55116568168 | SBIN0010603 |
| Sh. Naresh Kumar | Peon | SBI | 30308106381 | SBIN0010603 |
| Sh. Hardev Singh | Driver | SBI | 33147010417 | SBIN0006831 |
| Sh. Satpal | Driver | SBI | 65132754057 | SBIN0050387 |
| Ravinder Kumar | Peon | SBI | 34704213882 | SBIN0016678 |

Neither Name
 (S) Has Name



Haryana State Roads and Bridges Development Corporation
(A State Government Undertaking)

Subject: - Delegation of Financial powers in HSRDC.

Haryana Govt. Finance department vide its notification No. 2/1(4)-87-4FR dated 12.03.2006 had issued the delegation of powers to various Departments, substituting the rule 19.6 of PFR Vol-I (Flag A'). Further the Board decided in its 61st Meeting of BOD held on 29/09/2015 that HSRDC may adopt powers delegated vide Notification dated 12/03/2006 (Flag 'B'). The clause 25(c) of Articles of Association of HSRDC provides as under :-

"The Managing Director may be authorized by the Board to sub-delegate such of his powers as he may think fit to other officers of the Company subordinate to him and such sub-delegation of powers made by the Managing Director shall be reported at the meeting of the Board immediately following the date of each sub-delegation." (F/c)

The powers of HOD of HSRDC were being exercised by Sh. R.K.Gandhi, Managing Director, HSRDC but he has retired on superannuation on 31/01/2020 and no further posting of Managing Director has been made in HSRDC till date. Further, it may be noted that the clause 43 of the Article of Association of HSRDC reads as under :-

"Notwithstanding anything contained in any of the Articles, the Government may, from time to time, issue such directives as they may consider necessary in matters of board policy and in like manner may vary and annul any such directive. The Company shall give immediate effect to directives so issued." (F/c)

Therefore, in light of the aforesaid clause, the powers of Head of the Department / Managing Director may be delegated to the Executive Director, HSRDC till the posting of Managing Director in HSRDC.

Company Secretary

[Signature]
(Accounts Officer)

DGM-III/HSRDC

[Signature]
(Dolly Gaur)
CS, HSRDC

GM, HSRDC

[Signature]
(Munishi Malhotra)
DGM-III, HSRDC

ED, HSRDC

[Signature]
(Balraj Singh)
GM, HSRDC

[Signature]
(Nihal Singh)
ED, HSRDC

ACS Pw (RRR) cum Chairman HSRDC

[Signature]
04.02.2020

SRRC (C) *[Signature]*
21/2/2020

[Signature]

Dy. No. 409 ACSPWD
Dated: 04/02/20

Additional Secretary PWD (BSR)
File No. 89551
Date 04.02.2020

409/HSRDC
3-2-2020

25673-588R(E) Dy No 25673 ACSPWD
Date: 12/02/20

level
HOD/Secy.

sec dt - 07/2/20



हरियाणा सरकार

P-File No. 4/3/2020



25673/HR
10/2/2020

Subject:- Delegation of Financial powers in HSRDC.

PUC

Dy. No. 22551

Officers may kindly peruse the PUC, which is received from ED, HSRDC. Vide PUC, he has submitted that Haryana Govt. Finance department vide its notification No. 2/1(4)-87-4FR dated 12.03.2006 has issued the delegation of powers to various Department, substituting the rule 19.6 of PFR Vol-I (Flag-A). Further the Board decided in its 61st Meeting of BOD held on 29.09.2015 that HSRDC may adopt powers delegated vide Notification dated 12.03.2006 (Flag-B). The clause 25 (c) of Articles of Association of HSRDC provides as under:-

"The Managing Director may be authorized by the Board to sub-delegate such of his powers as he may think fit to other officers of the Company subordinate to him and such sub-delegation of powers made by the Managing Director shall be reported at the meeting of the Board immediately following the date of each sub-delegation." (Flag-C).

The power of HOD of HSRDC were being exercised by Sh. R.K. Gandhi, Managing Director, HSRDC but he has retired on superannuation on 31.01.2020 and no further posting of Managing director has been made in HSRDC till date. Further, it may be noted that the clause 43 of the Article of Association of HSRDC reads as under:-

"Notwithstanding anything contained in any of the Articles, the Government may, from time to time, issue such directives as they may consider necessary in matters of board policy and in like manner may vary and annul any such directive. The Company shall give immediate effect to directives so issued." (Flag-C).

Therefore, in light of the aforesaid clause, the powers of Head of the Department/ Managing Director may be delegated to the Executive Director, HSRDC till the posting of Managing Director in HSRDC.

It is submitted that at present Sh. Nihal Singh, Chief Engineer is posted Chief Engineer (Bridges) in Head Office and also holding additional charge of Executive Director in HSRDC. Sh. R.K. Gandhi, Engineer-in-Chief has been retired from Govt. service on 31.01.2020 and no further posting of Managing director has been made in HSRDC till date. Therefore, the powers of Head of the Department/ Managing Director may be delegated to the Executive Director, HSRDC till the posting of Managing Director in HSRDC in addition to his present duties.

Submitted to W/ACSPW for approval/further orders please.

Sunder Lal
7/2/20

SSR (E) - Chind Lal
7/2/2020

W/SSAO

ACS PW

Thrup Singh (HOD) with Comment
GOVERNMENT OF HARYANA
"वंदी यथाशो - वंदी यथाशो"
7/2

W/SSAO
7/2

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Subject:- Delegation of Financial Powers In HSRDC.

As already requested by ED(HSRDC) vide U.O No. 409/HSRDC dated 3.2.2020 (Flag-'Z'), powers of HOD/MD(HSRDC) may be delegated to ED(HSRDC) till the posting of MD(HSRDC) so that works of HSRDC may not suffer.

Submitted, please.

EIC(Roads)
5.3.2020

ACSPW(B&R)

S/E

13.3.2020
ED(HSRDC)

Dy. No. 25673 ACSPWD
Dated 13/3/20

25673/EIC (R)
5/3/2020

Rec. dt - 5/3/20

Chapter 28 Miscellaneous

28.1 MAINTENANCE OF ACCOUNTS

28.1.1 The existing accounting system in PWDs is archaic and needs to be amended and made computer friendly. Till this is done, the Engineers-in-Chief shall ensure that the accounts are maintained as per the relevant Code and extant instructions on the subject. It will be proper if the Engineers-in-Chief hold the meeting of the accounts personnel at least once a quarter.

28.1.2 Regarding audit paras, it should be understood that they are much better handled at the draft stage. It will be efficacious if the Superintending Engineer discusses the issues with the audit officer to thrash out the matter at the inception stage. To ensure a satisfactory and prompt disposal of audit paras, Superintending Engineers should hold a quarterly meeting with the Divisional Officers on pending audit paras and send a progress report to the concerned Chief Engineer who will hold meeting with Accountant General to sort out un-settled issues. Monitoring shall also be done by Engineer-in-Chief himself (under the instructions, once a month review is compulsory) as delegation in this area is usually not productive.

28.1.3 The various audit notes and paras (draft or final) should be critically examined to understand the weaknesses afflicting the department. Director (Finance & Accounts) shall put up critical matters to the Engineer-in-Chief so that frame work of action is developed to avoid recurrence of the lapses and irregularities most commonly observed in the working of the department.

28.2 LETTER OF CREDIT (LOC)

28.2.1 The PWDs make payments through LOC issued by the Finance Department from time to time. Usually, the Finance department will like to release LOC once a month. The case for release of LOC for the next month shall be moved by the 25th instant in a computerised format, giving details of likely payments to be made in the various offices. In case of LOC meant for works, work-wise details shall be given. The Administrative Secretary shall ensure that the case is processed expeditiously at Government level and sent to the Finance Department within first two working days of the month. It shall be desirable that LOC is issued by the Finance Department by the tenth of the month in question. This, however, does not debar the Department from sending cases for additional LOC in a specific case.

28.2.2 On receipt of LOC from the Finance department, Engineer-in-Chief (and Chief Engineer concerned for LOC meant for works) shall have the LOC released to the respective disbursing units without delay (within 3-4 working days) so that there is enough time for its effective utilisation, and there is little occasion to seek re-validation of lapsed LOC. Sometimes, it might become necessary to keep in reserve a

certain amount of LOC to meet emergencies or urgent requirements. The option shall be exercised only by the Head of department.

28.2.3 It will be proper to keep the Finance Department in picture on various works undertaken by the Public Works Departments. Therefore, the departments should send quarterly reports (on 21st April, 21st July, 21st October and 21st January) giving head-wise details of works in hand, cumulative expenditure up to the quarter under report, and anticipated expenditure during the next quarter so that Finance Department is aware of the need of the funds for public works and is in a position to issue suitable instructions as deemed fit.

28.3 LOSS OF CASH

28.3.1 Officers shall report to the higher authority all losses of cash which are beyond their power to write off, as soon as the loss comes to their notice. A detailed report on how the loss occurred with their findings shall be made at the time of obtaining sanction of its write off. Any incident of theft in an office should be reported immediately by the officer concerned to his immediate superior with copy to the Head of department. The officer shall also lodge FIR with the concerned police station.

28.4 WORKS FUNDED BY OTHER AGENCIES

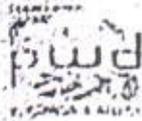
28.4.1 In respect of works sanctioned against funds of Central Government, World Bank, Asian Development Bank or other funding institutions, the guidelines/procedure laid down by the concerned authorities shall be followed, if so required. Approval to adopt this course shall be taken from the Administrative Secretary.

28.5 PURCHASES AGAINST CONTINGENCIES

28.5.1 Purchases of non-consumable items (like, computer, GPS instrument, field camera, laboratory equipment, etc.) made out of contingencies against a work shall be first entered in the stock register available at Divisional level (even if the purchase has been made at lower level) and then issued to any office/officer/official. This stock shall be verified at least twice a year in every office where such purchases have taken place. No payment in respect of any such purchase shall be made unless the certificate of its entry in the stock register at Divisional level is made available.

28.6 ANNUAL INSPECTIONS OF OFFICES

28.6.1 Inspection of various offices has been mandated in Chapter 6, under duties of officers. As a general provision, periodic inspection of every field office and various branches at the head-office shall be carried out to assess the efficiency of their working and pendency of business. The field offices shall be inspected by the officers in charge and also by other officers who may be especially deputed for the purpose. Inspections shall be followed up with 'action taken reports'. Registers of such inspections shall be maintained in Division offices, Circle offices and Head-office, which shall be reviewed by the Divisional Officers, Superintending Engineers and Chief Engineers to ensure that these instructions are duly followed. The proformas for inspection shall be prescribed and amended, as required.



PUBLIC WORKS DEPARTMENT HARYANA
(BUILDINGS & ROADS), Nirman Sadan,
Plot No.1, Sector 33-A, Chandigarh.

O/o No. 145672

/Budget

Dated: -

20/8/19

Subject: - Delegation / distribution of powers in respect of allocation of budget to field Offices

As per provisions of clause 28.2.2 of Haryana FWD Code, Government vide order dated 19.8.2019 on this Office U.O. No. 148447 dated 08.8.2019 has approved the following criteria of issuing budget to field offices: -

1. Cases of issue of budget/LOC where Administrative Approval of work is upto Rs.10.00 crore is to be approved at the level of concerned Chief Engineer.
2. Cases of issue of budget/LOC where Administrative Approval of work is above Rs.10.00 crore is to be approved by the Engineer-in-Chief.


Chief Accounts Officer,
for Engineer-in-Chief, Haryana,
P.W.D (B&R) Department, Chandigarh

Endsl.No. 145673-82

/Budget

Dated: -

20/8/19

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

1. The Additional Chief Secretary to Govt. Haryana, Public Works (B&R) Department, Chandigarh. A copy of the order of Govt. dated 19.8.2019 received on this Office U.O.No. 148447 dated 08.8.2019 is enclosed for record.
2. The Additional Chief Secretary to Govt. Haryana, Finance Department (in FICW Branch), Chandigarh.
3. The Principal Accountant General (A&E), Haryana, Sector - 33, Chandigarh.
4. The Engineer-in-Chief (Roads), Haryana, Public Works (B&R) Department, Chandigarh.
5. The Engineer-in-Chief (Buildings), Haryana, Public Works (B&R) Department, Chandigarh.
6. All the Chief Engineers, Haryana, Public Works (B&R) Department, Chandigarh.


Chief Accounts Officer,
for Engineer-in-Chief, Haryana

HARYANA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED
(A State Government Undertaking)

RULES

Presumable:- In exercise of powers conferred by Article 7 and all other enabling of the Articles of Association of Haryana State Electronics Development Corporation Limited, the Board of Directors of the Corporation hereby makes the following Rules regulating the recruitment and conditions of service of persons appointed to service of the Corporation.

PART-I GENERAL

| | | |
|-------------|----|--|
| Short Title | 1. | <p>These Rules may be called Haryana State Electronics Development Corporation Limited Services Rules, 1998.</p> <p>These rules shall take effect from 30.12.1998.</p> <p>These rules shall also apply to :-</p> <p>(a) Every whole time Officer or Employee of the Corporation subject to modification to the extent of specific commitment already or otherwise made to them.</p> <p>(b) Every Officer or Employee employed temporarily and every advisor or agent or any other person recruited on special contract subject to terms of such contract.</p> <p>Provided that Industrial/Factory workers will be served by respective Rules as may be drafted under the law in force from time to time.</p> |
| Definition | 2. | <p>In these Rules, unless the context otherwise requires:-</p> <p>(a) "The Board" means the Board of Directors of the Haryana State Electronics Development Corporation Limited</p> <p>(b) "Chairman" means the Chairman of the Board</p> <p>(c) "Managing Director" means the Officer, appointed by the Government to the post of managing Director of the Corporation and includes a Director or Officer who is authorized to exercise the powers and functions of the Managing Director during the absence of the Managing Director.</p> <p>(d) "Corporation" means the Haryana State Electronics Development Corporation Limited, represented by the Board of Directors or duly authorized Officers of the Corporation.</p> <p>(e) "Duty" means the period of service which counts for pay, leave and other emoluments and includes probationary period, joining time and leave, but does not include any period of suspension or extraordinary leave without pay.</p> <p>(f) "Employee" means a person (whether an officer or any other employee) employed on any post under the Corporation but does not include a contract employee, casual worker or a daily wage earner, except for the purpose of disciplinary action.</p> |

APPENDIX "A"

[See Rule - 3]

HARYANA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED,
CHANDIGARH

| SR NO | DESIGNATION OF POSTS | NO. OF POSTS SANCTIONED | PAY BAND & GRADE PAY (RUPEES) |
|-----------------------------------|--------------------------------------|-------------------------|---------------------------------|
| 1. | ADDITIONAL MANAGING DIRECTOR | 01 (for 3 years) | Fixed remuneration of Rs.2 lacs |
| A) CADRE: ADMINISTRATION | | | |
| 2. | ASSISTANT GENERAL MANAGER/SECRETARY | 03 | 15600-39100 (PB-3) & 6000/- |
| 3. | SENIOR MANAGER | 02 | 9300-34800 (PB-2) & 5400/- |
| 4. | ASSTT. PUBLICITY-CUM-LIAISON OFFICER | 06 | 9300-34800 (PB-2) & 3600/- |
| 5. | LIBRARIAN | 09 | |
| 6. | SECTION OFFICER | | |
| 7. | STORE - KEEPER | | |
| 8. | LIBRARIAN-CUM-RECEPTIONIST | 05 | 9300-34800 (PB-2) & 3600/- |
| 9. | ASSISTANT | | |
| 10. | JUNIOR LIBRARIAN | | |
| 11. | SENIOR CLERK | 01 | 5200-20200 (PB-1) & 2400/- |
| 12. | DUPLICATING MACHINE OPERATOR | | |
| 13. | RECEPTIONIST-CUM-PBX OPERATOR | | |
| 14. | CLERK/CLERK-CUM-TYPIST | 00 | 5200-20200 (PB-1) & 1900/- |
| 15. | HELPER | 03 | |
| 16. | PEON/CHOWKIDAR | 17 | 4440-7440 (1-IS) & 1300/- |
| TOTAL | | 23 | |
| TOTAL | | 69 | |
| B) CADRE: ADMINISTRATION-1 | | | |
| 1. | PRIVATE SECRETARY | 01 | 9300-34800 (PB-2) & 4200/- |
| 2. | PERSONAL ASSISTANT | 04 | 9300-34800 (PB-2) & 3600/- |
| 3. | SENIOR SCALE STENOGRAPHER | 02 | 9300-34800 (PB-2) & 3600/- |
| 4. | JUNIOR SCALE STENOGRAPHER | 04 | 5200-20200 (PB-1) & 2400/- |
| 5. | STENO-TYPIST | 01 | 5200-20200 (PB-1) & 1900/- |
| TOTAL | | 12 | |

APPENDIX 'B'

| Sr. No | Designation of the post and Pay Band & Grade Pay | Qualification & Experience, if any for direct recruitment | Qualification & Experience, if any for appointment other than by direct recruitment | Vacancies to be filled by Direct/ Promotion |
|--------|--|---|---|---|
| 1. | 2. | 3. | 4. | 5. |
| 1. | Additional Managing Director (Fixed remuneration of Rs.2 lacs) | 1st Division in B.E./B.Tech in Computer Science/IT/ Electronics & Communication/ M.C.A. having ten years experience in software development implementation of IT projects out of which, he/she should have atleast four years of executive experience | -- | 100% direct. |

CADRE-PERSONNEL & ADMINISTRATION

| | | | | |
|-----|---|--|--|---------------------------------------|
| 2. | Peon-cum-Chowkidar/Peon/Helper/ Peon-cum-Cook Rs. 4440-7400 (-15) & 1300/- | Matric | -- | 100% direct |
| 3. | Duplicating/Photoslat Machine Operator Rs. 5200-20200 (PB-1) & 1900/- | Promotional Post | Five years experience as Helper. | 100 % through promotion |
| 4. | Clerk-cum-Typist Diary-cum-Despatch Clerk/Store Clerk/Receptionist-cum-PBX Operator or equivalent Rs. 5200-20200 (PB-1) & 1900/- | Graduate (2 nd Divn.) Speed in typewriting 40 W.P.M. with 2 yrs. experience | Five years experience in the Pay Band & Grade Pay of 4440-7400 (-15) & 1300/- & having speed in type-writing 40 w.p.m. | 75 % direct 25 % through promotion |
| 5. | Sr. Clerk/Sr. Receptionist-cum-PBX Operator or equivalent Rs. 5200-20200 (PB-1) & 2400/- | Promotional Post | Five years experience in the Pay Band & Grade Pay of 5200-20200 (PB-1) & 1900/- | 100 % through promotion |
| 6. | Assistant or equivalent Rs. 9300-34800 (PB-2) & 3600/- | Promotional Post | Five years experience in the Pay Band & Grade Pay of 5200-20200 (PB-1) & 2400/- | 100% through promotion |
| 7. | Section Officer or equivalent Rs. 9300-34800 (PB-2) & 3600/- | Promotional Post | Five years experience as Assistant or equivalent | 100 % through promotion |
| 8. | Manager or equivalent Rs. 9300-34800 (PB-2) & 4200/- | MBA with two years experience in the relevant field. | Five years experience as Section Officer or equivalent | 50 % direct 50 % through promotion |
| 9. | Sr. Manager or equivalent Rs. 9300-34800 (PB-2) & 5400/- | Promotional Post | Five years experience in the Pay Band & Grade Pay of 9300-34800 (PB-2) & 4200/- | 100 % through promotion |
| 10. | Asstt. General Manager Rs. 15600-39100 (PB-3) & 6000/- | MBA in the relevant field with at least five years experience out of which two years should be in an executive position in the relevant field. | Five years experience as Senior Manager or equivalent | 25 % direct 75 % through promotion |
| 11. | Company Secretary Rs. 15600-39100 (PB-3) & 6000/- | A member of the Institute of Company Secretaries of India with at least three years experience as Company Secretary | -- | 100 % direct |
| 12. | Dy. General Manager or equivalent Rs. 15600-39100 (PB-3) & 7600/- | MBA in the relevant field or equivalent degree with at least seven years experience out of which five years should be in an executive position in the relevant field | Five years experience as Assistant General Manager or equivalent/ Company Secretary | 50 % direct 50 % through promotion |

TERMS OF REFERENCE

Consultancy Services for Restructuring of Haryana State Roads and Bridges Development Corporation Limited (HSRDC) for Higher Economic Growth in Haryana

1.0 Background

HSRDC was incorporated as a Public Limited Company in 1999 with its main objective being the construction of roads and bridges throughout the state of Haryana. Registered office of HSRDC is situated in Panchkula. There are 5 Project Implementation Units of HSRDC headed by Deputy General Managers are located at Sonapat, Gurugram, Rewari, Palwal, Jhajjar.

At present HSRDC undertakes mainly three types of projects as mentioned under:

1. Road and RQB projects to be taken with NCRPB loan scheme.
2. ROBs/RUBs falling under NCR area, under State Head.
3. Building Deposit works of State Department/Corporation/Boards/University.

1.1 Current Functions of HSRDC

The objective mandates HSRDC to construct, erect, build, re-model, repair, execute, develop, improve, administer, manager, control, maintain, demolish, grade, curve, pave, macadamize, cement, highways, expressways, roads, paths, streets, bridges, sideways,, bye-passes, tunnels, pavements, reclamation, improvements, road over bridges, road under bridges, underground roads, or any other structural or architectural work and also to do other similar construction, levelling or paving work at present being a part of the activity of the Haryana Public Works Department on Build-Operate and Transfer (BOT) or Build-Own-Operate and Transfer (BOOT) or Build-Operate-Lease and Transfer (BOLT) basis/or on any other Scheme in a manner which will facilitate to undertake the above mentioned work.

As a supplement to the above, there are certain incidental sub-functions:

1. Identify probable schemes under BOT, or BOOT or BOLT programme and to appoint any Government agency or any private consultant in order to collect data and information and to carry out detailed survey and prepare feasibility report and detailed estimate of the projects identified and to carry out the financial and economic viability of such projects.
2. Facilitate collection of toll/service charges on all or any type of vehicles and goods using the highways, roads, paths, streets, sideways, pavement etc. built or otherwise maintained during the concession period under the BOT/BOLT/BOOT scheme in accordance with the authorization in the form of Notifications under the provisions of

Section 4 of Haryana Mechanical Vehicles (Levy of Toll). Act, 1996 (Act No. 9 of 1996).

3. Undertake the construction and subsequent maintenance of projects and to collect toll/service charges on such projects.
4. Acquire from Central or State Government, Municipal and other local authority or any individual firm, association of persons, body of individuals or Company any concessions, grants, rights, license, charters, powers and privileges whatsoever which may seem to the Company being capable of being turned to account and to work, develop, carry, out exercise and turn to account the same and to declare itself as an Infrastructure Development Agency with the consent of the Government of HARYANA.
5. Enter into, make and perform contracts and arrangements of every kind and description on such terms and conditions, which may include that the concessionaires will be allowed to derive benefits such as advertisement rights, road side, plantations, motels, with corporate body, municipality, body public, territory, province, State Government or colony or dependency thereof, without limit as to account and to obtain from the Government or authority any rights, privileges contracts and concessions which the Company may deem desirable to obtain and to carry out, exercise or comply with any such arrangements, rights, privileges, contracts and concessions.
6. Raise funds necessary for the above and other allied objects, by issue of share capital securing loans from Government and other sources, including financial institutions and banks on reasonable rate of interest to arrange for their utilization and proper repayment, to obtain the grants available from the Central or/and State Government to achieve the aforesaid objects and to raise funds in the form of loans from World Bank, Asian Development Bank and other such financial institutions.
7. Enter into partnership or into any arrangements for sharing profits, union of interests, co-operation, joint venture, reciprocal concession, or otherwise, with any person or company or companies carrying on or engaged in or about to carry on or engage in any business or transaction which this company is authorized to carry on, engage in or any business of transaction capable of being conducted so as directly or indirectly to benefit this Company. And to lend money to, guarantee the contracts of, or otherwise assist, any such person, firm or Company and to take or otherwise acquire shares and securities of any such company and to sell, hold, reissue, with or without guarantee, or otherwise deal with the same.
8. Create any reserve funds, sinking funds, insurance fund or any other special fund whether for depreciation or for repairing, improving extending or maintaining any of

the property of the Company or for any other purpose conducive to the interest of the Company.

1.3 Workflow Pattern

The present organization structure comprising Head Quarters (HQ), Field Offices is based on the premise of aggregating, coordinating and integrating functions and decisions at different levels, while optimally utilizing the overall resources and ensuring effective geographical coverage.

The HQ at Panchkula coordinates and performs the planning, budgeting and resource allocation activities of the department. It also provides information and progress reports to the Minister (Government of Haryana) and interacts with other stakeholders in matters related to Road Network and State Government Buildings. The distribution of responsibilities among the Chief Engineers, Superintendent Engineers, Deputy General Managers is across functions and appears to be primarily based on the rationale of workload parity.

PIU office is the basic unit for implementation and the DGM has the prime responsibility of execution of 'works', contracting, procurement, project management, administration and payments. In addition, the PIU office also interacts with the local administration for resource procurement and progress reporting on works financed through local administration under various schemes.

1.4 Why Restructuring is needed at HSRDC ?

During last few years it has been felt that HSRDC is not able to take leverage of its actual mandates, roles and responsibilities primarily because of:

- Multiple functions of HSRDC including being both a Client and service Provider as well as Managing roads at different administrative levels.
- Lack of HSRDC autonomy, particularly for financial planning (unpredictable and unreliable resources) and staff management (high deputation rate)
- Geographic rather than functional separation of responsibilities.
- Inadequate planning and coordination amongst PWD and HSRDC with a role in the road transport, building and bridge sector. The departments are sometimes unaware of each other activities, at times activities carried out are also in isolation.
- Ambiguity in ownership of assets leading to poor maintenance and accountability for operations and safety.
- Lack of multiyear strategic planning leading to ineffective resource allocation and investment inefficiency.
- Lack of customer focus and absence of role for road users and monitoring sector performance.

- Lack of modern human resource management techniques.
- Inadequate use of management information system and outdated core process in areas such as financial management, procurement, maintenance planning which are generally over centralized.
- Higher establishment Cost, disproportionate numbers of management/ senior level staff with respect to flower level staff. Officers on deputation from PWD and workload at senior level is tremendous, while at lower level it is not much.
- The senior level staff's time is occupied in meetings and reporting's; hence they are not able to contribute in quality control and minute level work monitoring.
- Duplicity of work assignments, many tiers are there for decision making and the age-old filing system consumes enormous amount of time and energy.

1.5 Objectives of Restructuring

The overall objective of the required Consultancy Services is to study the current Organizational and Institutional Systems in HSRDC and suggest restructuring to implement range of policy based measures to improve the efficiency and performance of the system, to enable better economic growth in Haryana state. The Consultancy services will also be expected to build directly on the achievements and outputs of various studies already carried out, if any, by the department.

6 Scope of the Services

The Consultants will:

1. Assess PWD and HSRDC portfolios - documenting its spread in terms of geographical coverage, length of roads and highways, number of bridges and buildings;
2. Determine amongst others the current and optimum state for the PWD and HSRDC with regard to:
 - a. Content and Business Processes;
 - b. Organizational Structures
3. Determine organizational process changes required to achieve institutional excellence.
4. Suggest Model for development and overall operation of an autonomous, independent, self-sustainable and successful profit earning HSRDC.
5. Re-define the Institutional and legal framework for HSRDC.
6. Establish mandate for HSRDC, its staffing, and allocation of roles and responsibilities.
7. Map the key IT systems deployed by the departments to undertake works. A detailed need analysis shall be undertaken to suggest for improved measures

8. Suggest Capacity building of employees to increase efficiency and streamlining of procedures
9. Develop an integrated approach to undertake short, medium- and long-term approaches for higher and efficient performance by the restructured corporation.

1.7 Duration

The Consultancy Contract would be for the period of total 6 months.

1.8 Project Deliverables

The deliverable for the project include;

Inspection Report : 15 days

Stage 1: First Draft Report : 2 Months

Stage 2: Final Restructuring Report: 03 Months

Stage 3: Implementation of suggestions given in the restructuring report: 03 Months

1.9 Role of responsibility of the Client

The client will be playing a very active role in the complete implementation process. Client shall be responsible for providing the necessary documents and counterpart staff for logistic support to the Consultant team.

The Consultant's team shall offer high level professional expertise in the engineering managerial manpower development and financial dimensions of public road programs, including the key fields of relevant network planning, Human resources, procurement, work management and maintenance operations.

Indicative Key Professionals are as follows:

| Resource Category | Minimum Educational Qualification | Minimum period of relevant experience | Man Month Rate |
|--|---|---|------------------------|
| Principal Consultant cum Team Leader cum IT Expert | <ul style="list-style-type: none"> • B.Tech (Civil) + M.B.A or equivalent. | <ul style="list-style-type: none"> • Should have over 10 years experience in handling the infrastructure sector / roads and highways in Central or State Govt. • Experience of working in roads and Highways etc. • Should have worked in undertaking IT / Systems Management. | 1,80,000/- (GST Extra) |

| | | | |
|--|--|--|------------------------|
| Senior Consultant cum Business Process Re-engineering Expert | <ul style="list-style-type: none"> Bachelor of Technology (IT / Comp Sc.) | <ul style="list-style-type: none"> Minimum 6 years of experience in Business Process Re-engineering for Government / PSUs Ministries. | 1,25,000/- (GST Extra) |
| Senior Consultant cum Capacity Building / institutional strengthening. | <ul style="list-style-type: none"> MBA (HR) | <ul style="list-style-type: none"> Minimum 6 years of experience in Capacity Building programs for Government / PSUs / Ministries. | 1,15,000/- (GST Extra) |

1.10 Time Line and Payment Schedule

| Sr. No. | Reports | Timeline (Months) | Payments (% of contract price) |
|---------|--|-------------------|--------------------------------|
| 1 | Inspection Report | 0.5 | 15 |
| 2 | First Draft Report | 02 | 25 |
| 3 | Final Report | 03 | 25 |
| 4 | Implementation of suggestions given in the restructuring report. | 03 | 35 |

Rough Estimation of Cost:

Total Man Month Rate for one month = Rs.(1,80,000+1,25,000+1,15,000)=Rs. 4,20,000

Man Month Rate for six months = Rs.25,20,000

GST@ 18% = Rs. 4,53,600

Total Estimated Cost = Rs. 29,73,600 or Rs. 30 lacs (approx.)

Pre-Qualification Criteria

Bidders must meet the following eligibility criteria for their bids to be considered for further evaluation and selection.

| S. No. | Criteria | Supporting Document |
|--------|---|---|
| 1 | The Firm / Agency should be a registered entity with minimum 10 years of existence. | 1. Certificate of Incorporation / Registration 2. Pan Card |
| 2 | The Firm / Agency should in the business of providing advisory services and should have an Average Annual Turnover from advisory services of Rs.200 Cr. or above during the last three financial years | CA Certificate. |
| 3 | Relevant experience in assisting government agencies/ department for at least 10 (ten) projects in the Infrastructure sector in last 5 years (Infrastructure sector includes Roads, Engineering & Construction, Power etc.) | Work order/Completion certificate/ Letter of Award |

Technical Evaluation Criteria

The following criteria will be used for technical scoring of the bidder

| Sr. No. | Criteria | Max Marks |
|---------|---|-----------|
| 1 | <p>Experience in undertaking 'Works of similar nature' with similar organizations (5 marks per project). Herein:</p> <p>'Works of similar nature' includes 'Transformation Studies across any of the following key areas:</p> <ol style="list-style-type: none"> 1. Business Process Re-engineering 2. Organisation structuring, Institutional Strengthening and change management 3. Asset Management and Budgeting 4. Contract Management and Administration 5. Technology Enablement <p>'Similar organization' shall Include a government/public sect organization engaged in engineering and construction activity. Relevant Purchase Order / Contract / Work Order copies to submitted.</p> | 20 |
| 2 | Experience of working in Haryana on at least 5 large scale project in last 5 years aggregating to the value of INR 15 Cr. | 15 |
| 3 | Understanding of the organization, its processes and need for Transformation. Proposed approach and methodology, work plan (assessed through Proposal). | 5 |
| 4 | Project team - Key Personnel (as per qualification and experience stated above) | 45 |
| | <p>Team Leader</p> <ul style="list-style-type: none"> • Should have experience of working with Haryana state government departments(5 marks) • Experience of working in infrastructure sector in central and state governments mark) | 15 |

| | | |
|---|--|------------|
| | <ul style="list-style-type: none"> • Experience of working in roads and highways (2 mark) • Should have experience of working with more than 2 states (2 mark) • Should have worked in undertaking IT/Systems Management (1 mark) | |
| | Business Process Re-engineering Expert <ul style="list-style-type: none"> • Should have experience of working with Haryana state government departments (5 marks) • Minimum 5 years of experience (5 marks) • Should have worked in Business Process Re-engineering for Government/ PSUs/ Ministries (5 marks) | 15 |
| | Capacity Building/ Institutional Strengthening Experts <ul style="list-style-type: none"> • Minimum 5 years of experience (5 mark) • Should have worked in Capacity Building programs for Government/ PSUs/ Ministries(5 marks) • Experience of working in roads and highways (5 mark) | 15 |
| 5 | Technical Presentation (assessed through Presentation by the proposed team) | 15 |
| | Total Technical Score | 100 |

Haryana Government
Secretariat for Information Technology



हरियाणा सरकार
सूचना प्रौद्योगिकी सचिवालय

From

Additional Chief Secretary to Government Haryana,
Electronics & Information Technology Department.

To

1. M/s Ernst & Young LLP,
6th floor, HT House, KG Marg,
New Delhi- 110001.
2. M/s KPMG Advisory Services Pvt. Ltd,
Lodha Excellus, 1st floor, Apollo Mills Compound,
N.M. Joshi Marg, Mumbai- 400011.
3. M/s Price Water House Coopers Pvt. Ltd.
Building 8, 7th & 8th Floor, Tower-B,
DLF Cyber City Gurgaon- 122002.
- ✓ 4. M/s Wipro Limited,
Plot # 480-481, Udyog Vihar,
Phase-3m Gurgaon- 122016.

Memo No. 2/265/2SIT/Vol-II/ 6451
Chandigarh dated, the 27.03.2018.

Subject: Empanelment of your firm for providing consultancy services for e-Governance & non e-Governance projects to Departments/Boards/Corporations of Haryana State under Group-I.

Dear Sir(s),

With reference to HARTRON's RFE no. eTender/HARTRON/PE&A/EMP/ 2017-18/01 and your bid submitted, clarifications, technical presentation & acceptance of finalized rates dated: 28.02.2018, it has been decided to empanel your firm to provide consultancy services on finalised man-month rate basis for e-Governance projects and for non e-Governance projects (for shorter duration assignments) to Departments/Boards/Corporations of Haryana State on following terms and conditions:-

1. EDUCATIONAL QUALIFICATIONS, EXPERIENCE & MAN MONTH RATES

The finalized man month rates of the various resources are as follows:

| # | Resource Category | Educational Qualification | Minimum period of relevant experience | Man month Rate |
|---|---------------------|---|---------------------------------------|----------------|
| 1 | Managing Consultant | BE/B-Tech/ Post Graduate with 60% marks AND/OR MBA. | >=15 Years | 3,40,000/- |

9th Floor, Haryana Civil Secretariat, Sector-1, Chandigarh. 160001

Tel: P5(I) 2740009, Sr.Ad.O: 2748142, Fax:0172-2749985
E-mail: fcit@hry.nic.in, Website.www.haryanalt.nic.in



| | | | | |
|---|----------------------|--------|-----------------|------------|
| 2 | Principal Consultant | --Do-- | >=10 & <15Years | 3,10,000/- |
| 3 | Senior Consultant | --Do-- | >=6 & <10Years | 2,30,000/- |
| 4 | Consultant | --Do-- | >=3 & <6Years | 2,00,000/- |

- Note: i. GST extra.
ii. No out of pocket expenses shall be provided and the same shall be the responsibility of the company/agency. Each consultant placed shall need to be provided with a laptop computer, mobile internet connectivity and mobile phone and the expenses towards the same shall be the responsibility of the Company/Agency. Expenses relating to tours will be borne by the concerned Department as per Govt. procedures equivalent to that post.
iii. Tax withholdings would be as applicable under law.

2. VALIDITY

- The validity of empanelment will be for a period two years i.e. up-to 31.03.2020.
- The empanelment may be extended further by one more year to enable meeting organizational needs for unfinished or extended engagement needs.

3. PROCESS OF AWARD OF WORK

State Government's Departments/Boards/Corporations shall award the work as per Section 6 of the RFE Document and as per procedure at the time of award of work.

4. EMPANELMENT CHARGES

The empanelled company/agency shall have to pay the empanelment fee of Rs.50,000/- per year + GST for Group-I to HARTRON.

5. GENERAL TERMS & CONDITIONS:-

- E & IT Department shall not provide any minimum guarantees of business to the empanelled companies/agencies
- The Company has to honour all RFE conditions and adherence to all aspects of fair trade practices in executing the work orders placed by the State Government Departments/Boards/Corporations.
- During the period of empanelment, if the name of the company/agency has undergone a change due to acquisition, amalgamation etc., company/agency shall inform E & IT Department within one month. In such cases, all the obligations under the contract with E & IT Department should be passed on for compliance to the successor company.
- Companies/Agencies empanelled for providing consultancy services are allowed only for providing the prescribed services. This empanelment is not meant to be used by departments outsourcing of e-Governance project implementation, systems integration, etc. Further, this will not be used for any kind of PPP models like BOOT, BOO etc. This empanelment shall not be used as a substitute for outsourcing

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E-mail: fcit@hry.nic.in, Website.www.haryanait.nic.in



- that require following any prescribed norms. Further the companies/agencies participating in advisory services shall not be allowed to participate in other project or departmental activities wherever there is a conflict of interest.
- E. The services and deliverables by the selected Company/Agency must ensure compliance to relevant e-Governance Policy Accessibility guidelines and all other relevant e-Governance standards and guidelines published by Govt. of India or Govt. of Haryana as may be applicable from time to time. For this kindly refer to M/o Information Technology, Govt. of India, website for the applicable guidelines.
- F. At the time of allotment of work, the selected company shall have to submit performance bank guarantee @10% of the total engagement value to the concerned Department which shall be returned back after successful completion of work awarded.
- G. The empanelled Companies/Agencies working on e-Governance/non e-Governance projects for Haryana State must sign Non-Disclosure Agreement (NDA) with the concerned department. The Draft Agreement (NDA) is at Annexure-I.
- H. **Force Majeure:** For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The empanelled Agency shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

If a Force Majeure situation arises the empanelled Company/Agency shall promptly notify to the concerned department in writing of such conditions and the cause thereof. Unless otherwise directed by the concerned department in writing, the empanelled Company/Agency shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.

6. NO CLAIM CERTIFICATE

The empanelled company will not be entitled to make any claim, whatsoever, against E&IT Department under or by virtue of or arising out of this contract nor will E&IT Department entertain or consider any such claim for the jobs accepted post empanelment.

7. SUSPENSION

E&IT Department may by a written notice of suspension, suspend all payments to the empanelled company under the contract, if the empanelled company fails to perform any of its obligations under this contract provided that such notice of suspension:

9th Floor, Haryana Civil Secretariat, Sector-1, Chandigarh. 160001

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- a. will specify the nature of the failure and
- b. will request the empanelled company to remedy such failure within a specified period from the date of issue of such notice of suspension.

8. CONFIDENTIALITY

The empanelled company and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of E&IT Department or its clients without the prior written consent of E&IT Department.

9. SECURITY

- A. The agency will ensure that no information about the software, hardware, and database policies of the client organization are taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
- B. The Department/Client will have absolute rights on the work assigned and performed by the Companies/Consultants. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

10. INDEMNITY

- a. The empanelled company will indemnify E&IT Department and its client organizations of all legal obligations of its professionals deployed for E&IT Department.
- b. E&IT Department and its Clients also stand absolved of any liability on account of death or injury sustained by the Company staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the company and its staff.

11. TERMINATION OF EMPANELMENT

The conditions stipulated in the RFE will be strictly adhered to and violation of any of the conditions will entail termination of the empanelment without prejudice to the rights of E&IT Department. In addition, HARTRON /E & IT Department will be free to forfeit the EMD and getting the assigned work done from alternate sources at the risk and cost of the defaulting company.

A. TERMINATION FOR DISSOLUTION ETC.

E & IT Department shall reserve the right to terminate the empanelment at any time owing to deficiency of service, sub-standard quality of manpower deployed, performance of selected company(s)/agency(s), adoption of unethical practices and/or other situations involving material breach. E & IT Department, also reserves the right to terminate in whole or part this empanelment without assigning reasons, including modifications, extent that it is feasible and permitted within the spirit of this requirement.

B. TERMINATION FOR CONVENIENCE



E & IT Department reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination will specify that termination is for E & IT Department's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

C. TERMINATION FOR INSOLVENCY

E & IT Department may at any time terminate the work order/contract/empanelment by giving written notice of four weeks to the company, without any compensation to the agency, if the company becomes bankrupt or otherwise insolvent.

D. TERMINATION FOR DEFAULT

I. Default is said to have occurred

- If the Company fails to deliver any or all of the service within the time period(s) specified in the work order or any extension thereof granted by HARTRON.
- If the company fails to perform any other obligation(s) under the contract/work order.

II. If the company, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from E & IT Department (or takes longer period in spite of what E & IT Department may authorize in writing), E & IT Department may terminate the contract/work order in whole or in part/empanelment. In addition to above, E & IT Department may at its discretion also take the following actions.

- E & IT Department may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate E & IT Department for any extra expenditure involved towards support service to complete the scope of work totally.

Any other clauses not specifically mentioned in this letter but are part of the terms & conditions of the RFE no. eTender/HARTRON/P&A/EMP/2017-18/01 shall be ipso facto applicable to this empanelment and the work orders to be placed thereafter.

You are requested to send your acceptance within 10 days of the issue of this letter along-with empanelment fee of Rs.50,000/- + GST to HARTRON.

Sr. Administrative Officer
for Additional Chief Secretary to Government Haryana,
Electronics & Information Technology Department.



Non-Disclosure Agreement (Draft)

Annexure I

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month ____ year (effective date) by and between _____ ("Department") and _____ ("Company").
Whereas, Department and Company have entered into an Agreement ("Agreement") effective _____ for _____; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

(a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen / users / persons / customers data, products and/ or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen /users /persons /customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information

(b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department

(c) The term, "Company" shall include the directors, officers, employees, agents, and representatives of Company, including its applicable affiliates and subsidiary companies.

Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

9th Floor, Haryana Civil Secretariat, Sector-1, Chandigarh. 160001

Tel: PS(IT) 2740009, Sr.Ad.O: 2748142, Fax:0172-2749985
E-mail: fcit@hry.nic.in, Website.www.haryanalt.nic.in



- (a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
 - (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed here under, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - (c) Not to make or retain copy of any commercial or marketing plans, Citizen / users /persons /customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - (d) Not to disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - (e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent Record or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - (f) Not to discuss with any member of public, media, press, or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department
3. Onus. Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions
4. Exceptions. These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- (a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - (b) After it has become generally available to the public without breach of this Agreement by Company; or
 - (c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - (d) Which Department agrees in writing is free of such restrictions.
 - (e) Which is received from a third party not subject to the obligation of Confidentiality with respect to such information;



5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder
10. **Dispute Resolution.** If any difference or dispute arises between the Department And the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Principal Secretary, Information Technology, Haryana Government.
 - (a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - (b) The place of arbitration shall be Chandigarh.
 - (c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - (d) The proceedings of arbitration shall be conducted in English language.



- (e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Chandigarh, India only.
 12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
 13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
 14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
 15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
 16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
 17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive for a period of 3 years after expiration or termination of this Agreement.
 18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.



19. Term. Subject to aforesaid section 17, this Agreement shall remain valid up to _____ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

I. For Department,

For Company

Name: _____

Name: _____

Title:

Title:

WITNESSES:

1.

2.

Note: This is a Draft Agreement and will be signed with the concerned department at the time of assignment of work/project.