

**HARYANA LAND RECLAMATION & DEVELOPMENT CORPORATION LTD
PANCHKULA**

**Regd. Office
Bay No. 1-2, Sector 4,
Panchkula**

TENDER DOCUMENTS

NOTICE INVITING TENDER NO.HLRDC/172(24)/2012/SO(P)/243.

Sealed offers are invited for transportation of approximately 1,25,000 M.T. of Agricultural Grade Gypsum Powder packed in HDPE bags of 50 Kgs. each from Dhanasar Kainchi/Purabsar, Gudli, Ballar Mines & Rawla (including radius of 20 Kms adjoining area) loading stations in the state of Rajasthan to various destinations in the State of Haryana during the period from 1.4.2012 to 31.3.2013.

01. Tender Form will be available for sale at registered office at Panchkula from 01-02-2012 to 22-02-2012 (upto 11.00 A.M) during office hours.
02. Last date of receipt of tender at registered office at Panchkula 22-02-2012 (upto 1.00 P.M.).
03. Date of opening of pre qualification bid at registered office at Panchkula 22-02-2012 at 2.30 P.M.
04. Date of opening of financial bid at registered office at Panchkula 22-02-2012 at 3.00 P.M.
05. The negotiations, if any, shall be held on same day at Regd office Panchkula.

NAMES OF DIFFERENT ZONES & THE DESTINATIONS IN EACH ZONE:-

ZONE-I

All the destination stations situated in districts Gurgaon, Faridabad, Palwal, Rewari & Mewat and quantity to be transported will be determined by the Agri. Deptt, Haryana .

ZONE-II

All the destination stations situated in districts Ambala, Panchkula, Yamuna-Nagar, and Kurukshetra. and quantity to be transported will be determined by the Agri. Deptt, Haryana .

ZONE-III

All the destination stations situated in districts Jhajjar, Rohtak and Sonapat. and quantity. to be transported will be determined by the Agri. Deptt, Haryana .

ZONE-IV

All the destination stations situated in districts Fatehabad, Hisar & Sirsa and quantity to be transported will be determined by the Agri. Deptt, Haryana .

ZONE-V

All the destination stations situated in districts Jind & Kaithal and quantity. to be transported will be determined by the Agri. Deptt, Haryana .

ZONE-VI

All the destination stations situated in districts Karnal and Panipat and quantity. to be transported will be determined by the Agri. Deptt, Haryana .

ZONE-VII

All the destination stations situated in districts Bhiwani, and Mohindergarh and quantity to be transported will be determined by the Agri. Deptt, Haryana .

NOTE:

The No. of Sale Points in each zone and the quantity of gypsum to a particular Zone or particular destination in any Zone can be increased or decreased at the sole discretion of the Corporation.

TERMS & CONDITIONS:

01. i) The offers are required to be made in two parts i.e. Part I and Part II. Both these parts will be given in separate sealed cover. The first cover containing Part I should be super-scribed.

"OFFER FOR TRANSPORTATION OF GYPSUM PART-I PRE-QUALIFICATION BID".

This cover should contain all the pages of tender documents from 1 to 8 duly signed with rubber stamp in token of acceptance of terms & conditions of transportation along with Annexure "A". This cover will also contain the Draft of earnest money.

The IInd cover containing Part-II should be super-scribed :-.

"OFFERS FOR TRANSPORTATION OF GYPSUM PART-II- FINANCIAL BID".

This cover will contain Performa given at Annexure "B" of the Tender Documents duly filled and signed with rubber stamp in token of acceptance of terms & conditions of transportation.

Both these covers should be sealed and kept in one envelop which should be super-scribed as "OFFER FOR TRANSPORTATION OF GYPSUM" and should be addressed in the name of Managing Director, Haryana Land Reclamation & Development Corporation Ltd., Bay No. 1-2, Sector - 4, Panchkula. "TENDER No. & DATE OF OPENING SHOULD BE MENTIONED ON THIS ENVELOPE".

The tenderers should drop their tender forms duly completed in all respect in the locked Tender Box available in the Regd. Office of the Corporation at ground floor i.e. Bays No. 1-2 ,Sector- 4, Panchkula.

ii) Part-I relating to pre-qualification bid will be opened at 2.30 PM on 22-02-2012 in presence of bidders who wish to be present. Part-II of the bid containing financial bid of only such tenderers would be opened who qualify in pre-qualification bid on 22-02-2012 at 3.00PM in presence of such qualified bidders of Part-I, who wish to be present.

02. The destination stations have been grouped into different Zones. The rates are invited Zone wise from each loading station. "FINANCIAL BID" (Annexure "B"). based on this the tenderer should indicate his Zone wise rates from different loading stations in the "Part-II FINANCIAL BID" in Annexure "B".

03. The transportation rates should be offered inclusive of all taxes/levies/cesses etc. applicable in the state of Haryana/Rajasthan Further no escalation in this respect in the transportation rates would be entertained except hike in rates of HSD.

04 Offer not contained on the tender documents of the Corporation and not accompanied with the requisite documents duly attested by Gazetted officer/ Notary will not be entertained and shall be summarily be rejected by the tender opening Committee.

05. Tenders can also be sent by Regd. Post with Acknowledgement so as to be received in the Regd. Office of HLRDC Panchkula on or before 22-02-2012 upto 1 P.M .Any tender received after the above mentioned time and date will be out rightly rejected.

06. Telegraphic/conditional/late tenders & Fax tenders will not be entertained and shall be summarily rejected by the tender opening committee.

07. Person or persons signing the terms & conditions shall enclose proof of his identity i.e. Voter Card, Pan Number and shall also state in what capacity he or they are signing the tender e.g. as sole proprietor/partner of a firm, as Secretary/Manager/Director etc. of a private/public Limited company or President/Secretary/Member of a Truck Operator Union. The tenderer must enclose the proper Power of Attorneys in his/their favour.

08. In case of partnership firms, the names of all the Partners should be disclosed and the terms & conditions should be signed either by all the partners or their attorney having authority to bind all the partners in all the matters pertaining to the contract including the arbitration Clause. The tenderer must enclose the duly attested copy/ Partnership Deed of the tendering Firm by the Notary.

09. In case of a Private Limited Company/Limited Companies , the names of all the Directors shall be mentioned and it shall be certified that the person signing the terms & conditions is duly empowered to do so on behalf of the Company. The tenderer must enclose the proper Power of Attorney in his favour and also enclose true copy of Articles and Memorandum of association of the Company.

10. In case of Truck Operators Union/Transport Co-op. the names of the Executive body shall be disclosed and it shall be certified that the person's signing the terms & conditions are duly empowered to do so on behalf of the Truck Operators Union/Transport Co-operative/Society. The tenderer must enclose the proper Power of Attorney in their favour duly attested by Gazetted Officer/Notary.

11. The tenderer must enclose photocopies of Registration Certificate minimum of five Truck Trolly having load/laden capacity of 28 M.T to 35 M.T in the name of firm/society duly attested by the Gazetted officer alongwith the list of total number of Trucks owned by him/tendering Firm/Partners of the Firm and give the Regn. No. of each such truck. In case of Transport Co-op society, the total number of trucks attached to the Co-op society. alongwith the Regn. No. of each such truck be indicated for the purpose of deployment for this activity. The Corporation reserves the right to check/verify the deployment of these Vehicles from time to time during the currency of the contract.

12. The person signing the terms & conditions or any documents forming part thereof on behalf of another or on behalf of a firm must enclose proper Power of Attorney duly executed in his favour stating that he has authority to bind such other person or the firm as the case may be in all matters pertaining to the contract including the arbitration clause.

13. The tenderer must enclose the proof that the tendering Firm has been working similar nature of job at least for last five years.

14. The tenderer must enclose the proof of experience of successfully execution of at least single transportation contract of similar nature valuing not less than Rs.4.00 crore in one year.

15. The tenderer must enclose proof of minimum average annual turn over of Rs.4.00 crore (2008-09 to 2010-11) in similar nature transportation work only. To prove the annual return of Rs.4.00 crore as mentioned above, the tenderer will also furnished a proof of annual audited Balance Sheet, Profit & Loss of the said business. He will also furnish a self attested (on each page) copy of annual Income Tax Return deposited in Income Tax Office for the last three years alongwith copy of T.D.S. for the last three years.

16. The tenderer must enclose solvency certificate of Rs.3.00 crore (Rupees three crore only) of any Nationalized Bank in the name of tendering Firm clearly stating that the applicant firm is solvent to the above mentioned extent.

17. The tenderer must enclose Affidavit on non-judicial stamp paper of Rs.10.00 duly attested by Notary indicating that the tendering Firm/Partners of the firm have not been black listed by Central/State Govt. or any Central/State Govt. undertaking.

18. The tenders must accompany an Earnest Money amounting to Rs.5.00 lac (Rs. five lacs) paid through demand draft drawn in favour of Haryana Land Reclamation & Development Corporation Limited payable at Panchkula.

19. The successful tenderer/tenderers shall have to deposit security amount equal to 5% of the total value of contracted quantity for transportation (taking central zone of Karnal & Panipat for calculation total cost of transportation zone-VI from Ballar mines), including Earnest Money in the form of at par cheque/demand draft with the Corporation at its Regd. Office at Panchkula or with the Manager, Hanumangarh Jn. of this Corporation within five days from the date of signing of the Agreement failing which the earnest money already deposited shall stand forfeited without any further notice. Besides this, the Corporation will be at liberty to make further transportation arrangements at the risk & cost of the successful tenderer after giving 7 days notice in this regard in case of non faithful execution of the order of the tenderer/defaulters. No interest shall be payable on Security/Earnest Money. The security shall be refundable only after the completion and successful execution of the contract.

20. In addition to the 5% security amount as indicated in Clause 19 above, the successful tenderer will also have to furnish Bank Guarantee equal to 5% amount of the Contract Qty. from any of the scheduled/Nationalized Banks in favour of HLRDC within 5 days from the date of signing of Agreement either at Regd. Office of the Corporation at Panchkula or with the Manager, Hanumangarh Jn. of this Corporation. The Bank Guarantee should be valid initially upto 30.6.2013 and extendable upto the fulfillment of contractual obligation of the Transporter.

21. The security & Bank Guarantee shall be retained by the HLRDC during the currency of contract or till settlement of all the accounts thereof, whichever is later. The deposit will be deemed to be a security for the faithful execution of the contract and would not yield any interest in any form whatsoever.

22. HLRDC shall have the sole discretion to "Call in" the Bank to pay the whole or part of the amount of Bank Guarantee, without any prior notice to the transporter.

23. In the event of breach of any terms & conditions of the contract, HLRDC shall have the right to draw from the Bank guarantee/Security deposit and transporter shall make good the value of Bank Guarantee/Security deposit to the extent of the amount so drawn within 15 days of receipt of intimation from HLRDC to this effect.

24. Fortnight wise dispatch instructions and destination schedule will be given to the transporter and the transporter will have to transport the material strictly as per the dispatch instructions and destination schedule/sale points given to the transporter. Material will have to be transported as per terms & conditions of packing quantity uniformly to all the Zone wise destination/stations of the Corporation. However, the Haryana Land Reclamation & Development Corporation Limited reserve the right to make only changes in quantity, supply schedule and destination schedule at any stage and shall be binding upon the Transporter.

25. For transportation made in excess of Dispatch Instructions at any destination or change of destination at his own, no transportation charges of such quantity shall be paid by the Corporation to the transporter. The stocks so transported will not be added towards the total dispatch instructions, subject to variation of 5% in a month.

26. The transporter will place the trucks at the disposal of the Manager, HLRDC, Hanumangarh Jn., or his authorized representative who in turn will issue loading slips to the trucks for lifting of gypsum uniformly from all the supplier organizations for particular destinations. The name of grinding unit will be filled in the loading/lifting slips either by our Manager, Hanumangarh, or his authorized representative alongwith his signature. The loading of Gypsum powder will be made by RSMM at their mines/grinding units and unloading points are not at District level but in deep interior Villages and any delay caused due to loading and un-loading will be at the risk and cost of transporter.

27. It shall be the responsibility of the transporter to keep readily available as many trucks as may be required and to transport the material entrusted to him in vehicles conforming to all Govt. regulations and licensed fully on that behalf. In case of failure on the part of the contractor to provide sufficient number of vehicles, HLRDC shall be at liberty to obtain the necessary transport from any other source and recover extra cost, if any, over & above the rate contract thereof from the contractor, without any prior notice to the transporter.

28. The transporter shall ensure the compliance of the provisions of Motor Vehicles Act, Labour Laws and other applicable Laws. The transporter will be fully responsible for violation of M.V. Act/ Labour Laws and other Laws as applicable. HLRDC will not be responsible for any breach committed by the Transporter, in this regard.

29. As regards any increase/ decrease in the transportation rates due to variation in the prices of diesel (being administered prices), the increase/decrease would be allowed to the transporter in the following manner:-

“Increase of Diesel by Rs.1/- per litre would entitle him to get a raise of Rs.9/- per M.T. on the rates finally agreed to for each zone per metric tone. Similarly, if the increase is of 0.50 paisa/ litre the permissible increase would be Rs.4.50/M.T. on the agreed rates for each Zone and so on. The same principal would apply on decrease in diesel prices, if any

30. The successful tenderers will ensure to receive the bagged gypsum with correct weight from the suppliers of gypsum and will transport it to the different destinations in the state of Haryana in course of 'Inter State Trade or Commerce' under the contract.

31. The transporter shall be wholly responsible for the transit losses, if any, to the material or damages to the bags of HLRDC, which will be recovered from his forthcoming bills of the transporter or from their balance payment or from security amount including bank guarantee.

32. The transporter shall have to obtain certificate from our consignees that the material has been received in good condition and as per weight mentioned in the G.R. itself.

33. The transporter will be fully responsible for submitting the receipts of material delivered at the Corporation/Dealers premises. In case of non-submission of receipt of the material delivered, the cost of material, bags etc. will be recovered/deducted from the bills of the transporter or from their balance payments and security amount including Bank Guarantee.

34. The transporter will issue G.R. without any extra service charges for the material lifted by the Trucks owned by the Corporation.
35. The Corporation will make the payment of transportation charges @ 90% of the material transported with the approval of Head Office at Panchkula within fortnight after it submits the fortnightly bills by the transporter on furnishing of the proof for dispatch and receipt of material and the balance 10% payment will be made only after submitting the receipt for material received at destination stations.
36. Deduction of Income Tax and surcharges, as applicable, from the amount of the Bill/any credit made, will be deducted from the payments to be made to contractors, as per provisions of the Income Tax Act-1961 as amended upto date.
37. In case of shortfall in transportation of material during any month, the same will be transported and made good by the transporter in the first week of subsequent month alongwith the regular dispatch instructions of subsequent month. However, in case the transporter fails to do so, the Corporation is at liberty to invoke the penalty Clause detailed at Sr. No.39 at the end of the month without giving any notice to the transporter. Chief Accounts Officer HLRDC (H.O), Panchkula will make the recovery of such penalty while releasing the running payment.
38. No guarantee will be given for any definite volume of work which will be entrusted to the contractor at a time or throughout contract period.
39. The transporter will ensure to transport the entire agreed quantity uniformly to all the destination stations every fortnight in accordance with the fortnight wise destinations and dispatch schedule given to him, failing which the Corporation, without giving any notice to the Transporter, will :-
- i) be at liberty to impose penalty for the left over un-transported material @ Rs.100/- per M.T. and the same shall be recovered from the pending bills/security/Bank Guarantee or through Court of Law from the transporter.
 - ii) in addition to (i) above, the Corporation may also get the road transportation of gypsum done through any other transporter or resort to transporting gypsum through railway rakes. All this will be at the risk & cost of the transporter and Corporation would be at liberty to recover the extra cost.
 - iii) In addition to (i) and (ii) above, the Corporation will also have the right to forfeit the entire security and Bank Guarantee of transporter without any notice.
 - iv) In addition to (i), (ii) and (iii) above, in case of default in transportation the Corporation will also have the right to cancel the whole/remaining contract giving notice of 7 days thereof. However, the Managing Director of HLRDC Ltd; will have the absolute discretion to waive off any or all the above penalty Clauses and his decision in this regard shall be binding on the transporter.

40. No Force-Majure Clause will be applicable.
41. The Agreement/Supply Order in favour of the successful tenderer/ tenderers shall be subject to the exclusive jurisdiction of courts situated in the city of Panchkula. No other Court shall have jurisdiction to adjudicate upon such disputes.
42. In case of any dispute or difference, the Financial Commissioner & Principal Secretary to Govt. Haryana, Agriculture Department shall be the sole Arbitrator whose decision shall be final and binding on both the parties.
43. Haryana Land Reclamation & Development Corporation Limited through its tenders opening Committee reserves the right to reject any or all the offers without assigning any reason therefore.
44. The Transporters who have defaulted in faithful execution of Contract/ Agreement of the Corporation in the past need not apply as they shall not be considered at all. The decision of the Managing Director in this regard shall be final.
45. After the final acceptance of tender no request for further increase/decrease of rate shall be entertained.
46. The successful Tenderers shall take adequate steps and necessary precautions to avoid wastage, damage, and shortage of Gypsum during its handling and transportation. The Transporter shall be liable for any loss which the agency may suffer on account of the above. This shall include all charges viz transportation, goods tax and toll tax etc.
47. The rates of transportation should be offered for all the seven zones from all the loading stations/mines failing which offered rates in part zones will not be acceptable.

Note:-Complete tender alongwith a demand draft of Rs.1000/- in favour of Haryana Land Reclamation & Development Corporation Ltd, Panchkula towards the cost of tender documents which is non refundable be enclosed.

Signature and Seal of the
Transporter in token of acceptance
of the Tender documents and all
the terms & conditions contained
therein

ANNEXURE 'A'

FORM FOR SUBMITTING TENDER, CAPACITY, & OTHER INFORMATION FOR TRANSPORTATION OF AGRI. GRADE GYPSUM FROM DHANASAR KAINCHI/PURABSAR, GUDLI, BALLAR MINES & RAWLA (including radius of 20 Kms adjoining area) LOADING STATIONS IN RAJASTHAN TO VARIOUS ZONEWISE DESTINATION IN THE STATE OF HARYANA.

01. Postal Address of the Tenderers.
02. Financial year of the tendering firm.
03. Details of Earnest Money (Amount with Bank Draft No. date and name of the issuing Bank) be indicated & enclosed.
04. Total quantity in M.T. offered to be transported from 1.4.2012 to 31.3.2013.
05. The person or persons signing the terms & conditions must enclose the proof of identity i.e. Voter Card, Pan Number and Power of Attorney in his favour.
06. The person signing the terms & conditions or any documents forming part thereof on behalf of another or on behalf of a Firm must enclose proper Power of Attorney duly executed in one's favour stating that he has authority to bind such other person or the Firm as the case may be in all matters pertaining to the contract including arbitration clause.
07. In case of company, a true copy of articles and memorandum of association must be attached. Write details of constitution of company clearly.
08. In case of partnership, the partnership deed must be attached.
09. The tenderer must enclose proof that the tendering Firm should be working similar nature of job at least for last five years.

10. The tenderer must enclose the proof of experience of successfully execution of at least single transportation contract of similar nature costing not less than Rs. 4.00 crore in one year with state/ Central Govt. Department.
11. The tenderer must enclose proof of minimum average annual turn over of Rs. 4.00 crore during last three years (2008-09 to 2010-11) in similar nature of transportation work only.
12. The tenderer must enclose original solvency certificate of Rs.3.00 crore (Rupees three crore only) of any nationalized bank in the name of tendering Firm.
13. The tenderer must enclose attested Affidavit on non-judicial stamp paper of Rs.10.00 indicating that the tendering Firm/Partners of the firm has not been black listed by Central/State Govt. or any Central/State Govt. undertaking.
14. The tenderers must enclose photocopies of R.C minimum five Truck Trolly having goods load capacity of 28 M.T to 35 M.T in the name of tendering firm duly attested by the gazetted officer/Notary and the list of total number of trucks owned by the tendering firm/ partners of the firm and give the registration number of each such trucks.
15. Details of documents attached.

Note: If relevant documents are not attached, Tender will be summarily rejected.

Signature with date & Seal
of the Tenderer.

Annexure 'B'

FIINANCIAL BID"

I/we _____ on behalf of M/s _____

confirm that the terms & conditions of the Corporation contained in the documents of Notice Inviting Tender No.HLRDC/172(24)/2012/SO(P)/243 are acceptable to us.

I/we _____ offer to transport gypsum powder from Dhanasar Kainchi/Purabsar, Gudli, Ballar Mines & Rawla (including radius of 20 Kms adjoining area) to various destinations in Haryana during 1.4.2012 to 31.3.2013 as per the rates of the transportation offered for different zones from different loading stations as per the details given here under:-

Sr. No	Zone No.	Rates per M.T (inclusive of all taxes and levies) offered Rates from Dhanasar Kanchi/Purabsar	Rates per M.T (inclusive of all taxes and levies) offered Rates from Gudli.	Rates per M.T (inclusive of all taxes and levies) offered Rates from Ballar mines.	Rates per M.T (inclusive of all taxes and levies) offered Rates from Rawla
01.	Zone-I				
02.	Zone-II				
03.	Zone-III				
04.	Zone-VI				
05.	Zone-V				
06.	Zone-VI				
07.	Zone-VII				

Signature with date &
Seal of the Tenderer