

**MARKFED-ODISHA,
AREA OFFICE JAGANNATPUR.**

SEALED TENDER CALL NOTICE.

Area Office, MARKFED Jagannathpur invites Sealed Tender CALL Notice in Two Bid system from adhoc Rake Clearing & Transport Contractor in Odisha Jagannathpur Rake point for clearing of 50 Kg/45 Kg. weight fertilizer in HDPE bags received from Rail Rakes at Jagannathpur Railhead. Reputed and Financially Sound Contractor with minimum 5(five) year experience in Fertiliser Rake Clearing are required to submit Tender. The details Terms & Conditions along with Tender Paper may be obtained from MARKFED,jagannathpur to submit the tender on or before dtd.03.02.2019upto 11 A.M. in the Area Office, MARKFED Jagannathpur. The sealed tender will be opened on 04.02.2019 at 12 Noon in the office of the DRCS. (BD) Berhampur.

N.B. The Selection Committee for Selection of Transport Contractor reserves the right to cancel/reject the Tender at any time without assigning any reason thereof.

By order of the Committee

Area Manager,
MARKFED, JAGANNATHPUR.

Area Office, MARKFED, JAGANNATPUR

1.	Date of collection of Tender Papers	--	From Dtd.18.01.2019 to Dtd. 03.02.2019 from Area Office, MARKFED Jagannathpur.
2.	Date & Time of submission of Tender	--	From Dtd.18.01.2019 to Dtd.03.02.2019 from Area Office, MARKFED Jagannathpur. By 10 Am to 04 Pm.
3.	Date & Time of the opening of Technical Bid	--	Date.04.02.2019 at 12.15 Pm DRCS Office (BD) Berhampur.
4.	Date & Time of the opening of Financial Bid	--	Date.04.02.2019 at 12.45 Pm at DRCS Office (BD) Berhampur.

Area Manager,
MARKFED JAGANNATHPUR.

GUIDELINE/INSTRUCTION FOR FINALIZATION OF TENDER(UP TO FINANCIAL BID).

Level-II Clearing & Transport Contractor.

These guideline/instruction will be followed meticulously by the Selection Committee for selection of Rake Clearing & Transport contract from the time of receipt of tender to finalization of the tender.

The tender is to be submitted in two separates envelopes. One **Technical Bid** superscripted with “Tender for Clearing Transport contract’ Technical Bid” at Jagannathpur Rake point. It should contain the EMD and other documents. The 2nd. envelop for **Financial Bid** should be superscribed with “Tender for Clearing & Transporting’ Financial Bid” at Jagannathpur Rake point and this would contain the competitive rates quoted by the tenderer for the Transportation and ancillary services. All these envelopes with above inscription should invariably bear the name, address & contact No.----- of the tenderer.

2.0. CLOSING /OPENING DATE & TIME OF TENDER.

- 2.1 The closing/opening date of the tender is given in separate statement. Tender should be received before the closing date and time as indicated in that statement.
- 2.2 All tenders received on or before the closing date, shall be publicly opened on the tender opening date, time and venue given above in the presence of all the tenderers who wish to participate or his authorized representative. Each Tenderer is expected not to represent in more than two persons.
- 2.3 Tenders received after the closing date and time or without EMD will not be considered.

3.0 SUBMISSION OF TENDERS.

- 3.1 Before submitting his bid, the tenderer shall visit the Jagannathpur rake point and satisfy himself about the condition and facilities. He should also get himself acquainted with the transportation work and clearing of rake points before submission of the tender. He should be aware for any compensation arising out of demurrage, wharfage etc.
- 3.2 All tenders should either be submitted through registered post / courier or handed over in the office of Area Manager, MARKFED Jagannathpur in the sealed covering sheet, so as to reach before closing date & time.
- 3.3 No oral, telephonic tenders shall be considered.
- 3.4 The tender should contain the following information/ document.
 - a) All the tender documents/annexure should be signed on all the pages in token of acceptance of the tender condition.
 - b) Earnest Money Deposit in the form of a Crossed Demand Draft for Rs.10,000/- (Rupees. ten thousand) only in favour of MARKFED-ODISHA, payable at “Bhubaneswar”.
- 4.0: All amounts quoted in the financial bid should be indicated by the tenderer both in word and in figure. In the event of difference in the amounts mentioned in figures and words, the amount quoted in words should prevail.
- 4.1: Tenderers should thoroughly scrutinize the terms and condition of contract of the tender and the annexure here to since no amendments to the tender would be permissible after the opening of the tenders.

Signature & seal of the Tenderer

VALIDITY OF TENDERS

- 5.0: The tenders should be valid for acceptance till the finalization of contract by Selection Committee.
- 5.1: No tenderer can withdraw his/her tender or revoke the same within the validity period.
- 5.2 No interest charges shall be payable on the Earnest Money Deposit /Security Deposit.
- 5.3 EMD will be refunded to the unsuccessful Tenderer only after finalization of contract.

6.0 AWARD & DIVISION OF WORK

- 6.1 For the purpose of arriving at the lowest rates and awarding the contract, the selection committee may negotiate with the L-1(Lowest) or any other bidder, if situation so warrants.
- 6.2 Generally the selection committee will award the work to the lowest bidder i.e. L-1(Lowest) Party.

7.0 SYSTEM FOR EVALUATION OF BIDDER

Tender will be received in Two bids, one Technical Bid & other in Financial Bid. The Financial Bid of the successful tenderer in the Technical Bid will be opened for evaluation.

- 7.1 **The transportation rates are invited in slab wise. For the first slab i.e. 10-30 KM, transportation rate is to be quoted per MT and for the other slab it is to be per MT per KM.**

7.2 SCHEDULE OF SLAB-WISE RATES QUOTED:-

Composite Transportation rates (including Ancillary Services)

- i. Local movement :- Up to 30 KM.
 - ii. Distance Slab Rate (Rs./Paisa per MT per KM)
 - 31 to 150 KMs
 - 51 to 100 KMs
 - 101 to 150 KMs
 - 151 to 200 KMs
 - 201 KMs & above
- 7.3 The weight average rate of clearing and transportation (Both) shall be considered for evaluating L-1(Lowest) parties.
- 7.4 Transportation rates shall be quoted in each slab even if there is no estimated movements plan.
- 7.5 The bids in which the prescribed format for quoting rates has not been followed may be rejected.

8.0 SCOPE OF WORK

- 8.1 To take delivery of the material as per Railway Receipt (RR) and transportation of the bagged fertilizer by truck to be arranged by the contractor from rake point/rake point warehouse and delivery at PACS/LAMPCS and MARKFED godowns in the following district of Odisha.

Name of the district to cover:-

- i) Ganjam ii) Phulabani iii) Rayagada iv) Gajapati v) Nayagada
- 8.2 The contractor shall be responsible from the time of the materials is taken from the Railways till it reaches the final destination viz. Depot/Buffer godowns of MARKFED/PACS/LAMPCS in above Districts shown at clause (8.1).

9.0: COMPENSTATION FOR SUBMISSION OF TENDER

The tenderer shall not be entitled to claim any cost, charges or incidentals, for, or in connection with the preparation and submission of their tenders, even if selection Committee may withdraw the invitation to Tenders or reject all tenders.

10.0: ACCEPTANCE/REJECTION OF TENDERS

The Selection Committee reserve the right to accept or reject, at its sole dis-creation any tender in whole or in part, and/or to accept other than the lowest tender without assigning any reason thereof.

Signature & seal of the Tenderer

11.0: CLARIFICATION

For clarifications against this invitation to Tender, the Area Manager, MARKFED, Jagannathpur is to be contacted.

GENERAL TERMS AND CONDITIONS

The agreement shall be deemed to have been commenced on and from the date of commencement of Contract.

12.0: DUARATION

- 12.2: The agreement to be executed as per Draft Agreement appended in Tender Notice shall remain in full force one year from the date of commencement of contract.
- 12.3: MARKFED shall have the right in its sole discretion to extend the contract period for a further period of three months from the date of expiry of the agreement period. The contractor shall bound to continue the work and render services at the same rate and the same terms and conditions as contained in the agreement during such extended period.
- 12.4: Notwithstanding the provision under Clause No.12.2 MARKFED may extended the contract for a further period of one year beyond the original tenure on the same rates, terms & conditions with the mutual consent of both the parties i.e. MARKFED and the C & T Contractor.

QUANTITY

- 13.0: There is no assurance about any definite quantity of fertilizer which will be entrusted to the contractor.

Transportation of bagged fertilizer from Jagannathpur Rake point to Depot/Buffer/LAMPS/PACS of MARKFED within the nearby district of Gajapati, Phulabani, Rayagada, Ganjam as per clause No.8.1((i) to (--)).

a) The contractor shall arrange for the trucks at any place immediately on receiving instructions from Development Officer, Manager Input of Head Office of MARKFED & Area Manager, MARKFED Jagannathpur.

b) The contractor shall arrange for uninterrupted movement of fertilizer as per the instruction received from officer in clause above(a).

14. General Condition for the above transportation jobs

- a) Contractor shall be responsible in taking the delivery of the consignment as per Railway Rules, un-load the material and clear the material from the Railway premises with the free allowed time by the Railway, or for any demurrage, wharfage shall be borne by the contractor.
- b) In the event of break-down of the truck necessitating transshipment on the way, the contractor shall undertake such transshipment at his own cost and shall transport entire fertilizer loaded in the trucks from where transshipment is done to another truck/trucks.
- c) Whenever fertilizer is required to be transported on 100% weighment by passing the trucks over the weighbridge, the contractor shall do accordingly.
- d) During the period the contract, the contractor will not stop the work at any stage under any circumstances whatsoever. The contractor will have to take all steps to prevent any loss and/or damage/theft/pilferage whatsoever to the fertilizer received by him on behalf of MARKFED during the period in which the fertilizer is in his charge.

- e) Contractor will be solely responsible to safeguard our material from rain by adequate coverage of tarpaulins etc. after taking delivery from Railways.

Signature & seal of the Tenderer

15. COMPLIANCE UNDR GST ACT:

The Contractor should have registered under GST Act.:

Clause for output GST to be charged by Vendor and recovered from MARKFED for the purpose of this clause the following expressions shall have the following meaning.

- a) GST – means any tax imposed on the supply of goods or services under GST Law/Act.
- b) Cess - means any applicable cess, existing or and future application on the supply of Goods & Services.

PAYMENT TERMS

- 16.1: Rake wise bills for transportation work done shall be submitted by the contractor immediately on completion of the rake and the payment shall be realized within Fifteen days from the date of receipt of the bill alongwith all requisites by Head Office of MARKFED, Bhubaneswar. The contractor shall submit the bill, duly recommended by Area Manager, MARKFED alongwith acknowledged challans in original. In case where acknowledgement challans are not provided MARKFED shall withhold cost of materials at 1.5 times from the dues to the Contractor.
- 16.2: The contractor shall obtain shortage certificate/certified copy of remarks in railway Delivery Book alongwith page No.etc. if the quantity received is less than the R.R. quantity.
- 16.3: In case of the termination of the contact due to unsatisfactory performance, MARKFED reserves the right to get the incomplete jobs done at the risk and cost of the contractor and all such cost shall be recovered from the unpaid bills & security deposit of the contractor or from any other dues payable by MARKFED.
- 16.4: The following deduction will be made from the bill of the contractor
- i) The transporter must deliver the material at destinations within three days including the date of unloading failing which a penalty of Rs.5/- per metric tonne per day of 24 hours or part thereof will be levied.
 - ii) Any other payment made by the PACS/LAMPS/Depot/Buffer on behalf of the contractor, any statutory deduction, if applicable under jurisdiction of any act, law etc like TDS under I T Act 1961 will be made from the gross amount of the bills of the contractor.

ACCIDENT LIABILITY

- 17.1: The transporter shall be liable for any damage/injury caused to MARKED's employee or other person or persons etc. of caused due to the negligence of the Contractor's employees.
- 17.2: MARKFED accepts no responsibilities for any injury to any person, whether contractor's employees or otherwise, caused due to carriage of fertilizer by the transporter.

SECURITY DEPOSIT

The security deposit for Rs.50,000.00 (Rupees fifty thousand) only to be paid by the successful tenderers within 7 days of the receipt of the order from MARKFED in shape of Demand Draft i.f.o. MARKFED;ODISHA payable at Bhubaneswar.

- 18.1 The above deposit shall be held as security for proper performance of the contract and shall bear no interest during the contact period including extension period.

- 18.2: The security deposit shall remain at the disposal of MARKFED as a security for the due and satisfactory execution of contract. MAKFED shall be at liberty to deduct and appropriate for such losses, damages, penalty and dues as may be payable by the contractor.

Signature & seal of the Tenderer

DELAY/FAILURE

- 19.1 The contractor should get acknowledgement from the Depot/Buffer/PACS/LAMPS Consignees as regards receipt of sound materials (i.g. Received No.of bags _____ Quantity (MTs)___ in sound condition etc.
- 19.2 IN case of shortage/damages, prevailing MRP plus existing rate of subsidy for complex fertilizer/DAP etc and that for Urea will be recovered from the contractor @1.5 times of MRP.
- 19.3 The Contractor's labour should not use any hooks or sharp instrument while lifting the bags which may cause damage to the bags.

20.0: GENERAL CLAUSE

Items of work not covered in this tender will be mutually discussed. The decision of MAKFED will be final, conclusive and binding on the contractor.

21.0 TERMINATION

- 21.1 Contract will be automatically terminated on the completion of the period of Contract and extension if any. MARKFED reserve the right to terminate the contract by giving 30 days notice to the Contractor.
- 22.0 All disputes arising out or touching or concerning in any manner whatsoever this tender or the contract arising there from shall be referred for decision to a person nominated by the Managing Director of MARKFED who shall act as the sole Arbitrator and his decision shall be final and binding on all the parties subject to as aforesaid the provisions of the Arbitration Act 1940 shall apply in all proceedings under this Clause.

13.0 JURISDICTION OF COURT

All legal proceedings touching or concerning this tender and the contract arising there from shall be instituted only in the Court at Bhubaneswar Odisha.

NOTE:

1. Tenderers are to quote their Transportation rates for local movement as well as slab wise movement.
2. Transportation rate shall be quoted for each slab even if there is no estimated movement plan.
3. The bids in which the prescribed format for quoting rates has not been followed may be rejected.
4. Any over-writing or correction shall be initialed by the Tenderer.
5. All amounts should be indicated by the Tenderer both in word and in figures.

By order of the Committee

Area Manager
MARKFED Jagannathpur
(Member Convenor)

Signature & seal of the Tenderer

AREA MANAGER, MARKFED, JAGANNATHPUR.

TECHNICAL BID

Self certified copies of following documents to be submitted in the Technical Bid.

1. Five experience certificate indicating work done in Rake handling line.
2. GST Registration Certificate.
3. PAN NO (Copy of PAN Card)
4. Income Tax Return certificates for last 3 years.
5. List of two or above Transport Vehicle along with Regd. No.
6. **EMD (Earnest money deposit)** in shape of crossed demand draft for Rs.10,000/- (Rupees Ten thousand) only in favour of MARKFED, Odisha payable at Bhubaneswar.

The Selection Committee will verify above documents in Technical Bid and the tenderers who have submitted above requisites properly in Technical Bids, their Financial Bids only be opened for selection

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Signature & seal of the Tenderer

201 Kms & above

Signature of the Tenderer

DRAFT AGREEMENT.

This agreement is executed on the (Date)-----by and between (1) Odisha State Co-operative Marketing Federation Ltd.(MARKFED.ODISHA) , a Co-operative Society registered under the Cooperative Societies Act and having its Registered Office at Old Station Road, Bhubaneswar-6 represented by its Area Manager, MARKFED Jagannathpur (hereinafter referred to as MARKFED which expression shall mean and include its successors in interest and assigns) of FIRST PARTY.

AND

(2)

_____(Name & address of the tenderer) referred to as 'CARRIER' whose expression shall mean and include its successors in interest and assigns) (SECOND PARTY).

1. WHEREAS 'MARKFED' distribute chemical fertilizer to the Retailers namely PACS/LAMPS and private retailers in the State of Odisha.
2. WHEREAS 'MARKFED' has invited tender for the Handling and Transportation of fertilizer by road from Jagannathpur rake point to near by district in Odisha.
3. WHEREAS the 'CARRIER' has submitted his consent dated-----2019 and the same is accepted by MARKFED.
4. WHEREAS a contract has thus come into force between the parties here to and document evidencing such contract is deemed necessary.
NOW IN PRESENCE OF WITNESS it is agreed by and between the parties as follows.
 1. The Contract shall be for a period of one year from -----2019 which may be extended for a further period of 03 months at the sole discretion of MARKFED on the same rate, terms and condition and during such period the contractor shall promptly handle and transport for MARKFED such goods as may be entrusted to him/they by MARKFED in accordance with the instruction given by MARKFED on that behalf from time to time.
 2. The work involves handling and transport of chemical fertilizers from Jagannathpur rake point to any wherein the districts of Ganjam, Gajapati, Phulabani,Nayagada and Rayagada.
 - 1.1 The CARRIER deposited Security Deposit for Rs.50,000/- (Rupees Fifty thousand) only in shape of Demand Draft no.-----dtd.----- with MARKFED for satisfactory execution of contract . MARKFED is at liberty to deduct and appropriate for such loses, damages, penalty and dues from the payment & Security Deposit of the CARRIER.
 - 2.1. The rate for transportation quoted by the CARRIER in Financial Bid of the tender shall be included the ancillary charges if any.
 - 2.2. It shall be responsibility of the CARRIER to keep readily available as many vehicles as may be required and to transport the goods entrusted to his/they in vehicles conforming to all relevant Government regulations and licensed fully on that behalf. In case of failure on the part of the CARRIER to provide sufficient number of vehicles MARKFED shall be at liberty to obtain the necessary transport from other sources and recover the extra cost if any thereof from the CARRIER . It shall also be the responsibility of the CARRIER to make readily available

local labour gang/local labour unions with sufficient number of labourers at the rake point for handling the goods entrusted to him/them without causing any delay.

2.3 MARKFED shall not be liable for any action direct or indirect , that may be instituted against the CARRIER by any person or body of persons in relation to the handling and transportation of goods under this contract. For any consequential liability, the CARRIER hereby keeps MARKFED fully indemnified on that behalf.

2.4 This contract or the contract arising here shall not be taken as an assurance of continuity of work for the 'CARRIER'

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2.5. Since the material to be transported is liable to deteriorate due to delay in transport the time within which the goods should reach the destinations shall be the essence of the contract and the CARRIER shall ensure that the goods are transported to the destinations with utmost care, failing which the CARRIER shall be liable to pay damages to MARKFED as may be assessed by MARKFED or their representative at their sole discretion.

2.6. The CARRIER shall not while handling the bags of chemical fertilizers at the time of unloading from the railway wagon and or loading into the trucks and /or delivery to the LAMPS/PACS/DEPOT/MARKFED godown use any hooks or any other instruments which might cause damage to the bags of chemical fertilizers in the process.

2.7. Wherever fertilizer is required to be transported on 100% weight basis by passing the trucks over the weigh bridge, the CARRIER shall do so accordingly.

2.8. Comprehensive Insurance of vehicles should be taken out by the CARRIER which should be checked by Area Manager, MARKFED Jagannathpur .

2.9. The CARRIER shall from the time to time document for the title goods are handed over to them till they are delivered at the specified destinations. The CARRIER shall be completely and solely responsible for the goods against damage, shortage, deterioration, loss & pilferage etc. occurring for any reason whatsoever, the CARRIER shall keep MARKFED fully indemnified on this behalf and the penalty calculated for the value of any damage, shortages, loss shall be recovered in full at 1.5 times of MRP from CARRIER.

The penalty to be charged as per clause 2.9 for the value of any materials delivered in wet or rebagged condition, shall be recovered fully from the outstanding bills or from the Security Deposit without any reference to the CARRIER in case of damage to bagging materials.

3. The CARRIER shall comply with all documentation and procedural formalities in respect of receiving products load and proceeding to destinations specified. The Carrier is liable to account for and pay damage to MARKFED for failure to comply with all statutory regulations pertaining to product movement.

3.1. The CARRIER shall be responsible for quick clearance of the goods at Railway rake points on receipt of the documents of the title goods and ensure payment of demurrage and or wharfage charges. For any delay in clearing the goods from the rake points for which Railways might levy penalty of any type, the Carrier shall be liable to pay the amount in full or in part at the sole discretion of MARKFED or the amount may be recovered from the outstanding bills of the CARRIER without any reference to him/them.

4. The CARRIER's tender and MARKFED's acceptance thereof shall constitute a valid and binding contract between the CARRIER at one end and MARKFED on the other.

5. MARKFED reserves the right to terminate the tender or the contract arising here from in the event of any breach of the terms and conditions of the contract by the CARRIER at any time by giving notice in writing of its intention to do so not less than 30 days prior to such

termination provided however that it shall be obligatory on the part of the CARRIER to complete its contractual obligations during the period of such notice.

6. Bill for transport charges shall be submitted for payment by the CARRIER to the Managing Director, MARKFED duly supported by all documents completed in all respects through the - Area Manager, Jagannathpur, immediately after completion of the rake handling thereof and payment shall be made by the MARKFED within a reasonable period but not later than Fifteen days from the date of receipt of bills by MARKFED, Bhubaneswar.

7. For calculation of distance for purpose of payment on the basis of metric tone / Kilometer, the shortest distance between the rake point to stock delivery point and the destination are to be finalized basing on the standard road maps and other different sources. Distance would be reckoned on the basis of zero point for both the places.

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8. All disputes arising out of or touching or concerning in any manner whatsoever this tender or the contract arising there from shall be referred for decision to a person nominated by the Managing Director of MARKFED who shall act as the sole Arbitrator and his decision shall be final and binding on all the parties subject to as aforesaid the provisions of the Arbitration Act 1940 shall apply in all proceedings under this Clause.

9. All legal proceedings touching or concerning this tender and the contract arising there from shall be instituted only in the Court at Bhubaneswar , Odisha.

10. The rate quoted by the CARRIER shall not ordinarily be liable for enhancement by reasons of increase in price of lubricating oil, tyres, spare parts or increase in wages or operational costs or any taxes or for any other reason provided however appropriate incidence of any statutory increase or decrease in the diesel cost shall not be considered by MARKFED.

11. The transport charges are payable for the distance covered by lorries with load and not for distance on return or from charge to place of loading or back to garage.

12. No claim from the CARRIER shall be entertained by MARKFED for any detention of vehicles at loading or unloading point.

13. All terms and conditions mentioned in the General terms and conditions of the tender are applicable and will be part of this Contract Agreement.

14. The rate of transportation including ancillary service charges quoted by the CARRIER in the Financial Bid is appended as part and parcel to this agreement.

15. The terms and conditions hereof shall be subject to force major neither MARKFED nor the CARRIER shall be considered in default in the performance of their respective obligations hereunder , if such performance is prevented or delayed because of any act of God, War, terrorism, revolutions, strike , accident or fire or because of any law and order proclamation, regulation or ordinance of any Govt. of any sub-division thereof or local authority or because of any other cause whether of similar or dissimilar nature which is beyond the reasonable control of the party affected, the CARRIER shall be entitled to the benefit of this clause only if he/she/they inform of the circumstances amounting to force major to MARKFED of the happenings thereof by fax/email immediately followed by a confirmatory letter sent by registered post.

The terms and conditions laid down in the guidelines /instruction of tender papers submitted by the tenderer (CARRIER) shall be adhered to as part of this contract.

IN WITNESS WHEREOF the parties here to have put their hands & seals to this agreement, on the day, month and year.

Witness

1.

Signature & Seal

2

Area Manager, MARKFED, Jagannathpur.

Witness

1.

Signature & Seal

2

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CARRIER

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AREA OFFICE, MARKFED, JAGANNATHPUR.

Opening of “Technical Bid” of Rake Clearing & Transport Contractor on Dt. 02.02.2019 at 12 Noon

SI No	Name & Address of the Tenderer	Five years experience certificates in Rake handling line	GST regn. certificate	Copy of PAN card	Income Tax Return certificates for last 3 Years	Regn. No. of Transport Vehicles	EMD particulars	Signature of the Tenderer

DRCS..... (Chairman)	DDA,..... (Member)	ARCS,.....	Area Manager MARKFED,.....
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AREA OFFICE, MARKFED, JAGANNATHPUR.

Opening of “Financial Bid” of Rake Clearing & Transport Contractor on Dtd02.02.2019 at 12 Noon

SI No	Name & Address of the Tenderer	Rate Quoted for Local Movement (upto 30 Km)	Distance Slab Rate (Rs./Paisa per MT per KM)					Signature of the Tenderer
			31-50 Kms	51-100 Kms	100-150 Kms	150-200 Kms	201 Kms & above	

DRCS..... (Chairman)	DDA,..... (Member)	ARCS,...	Area Manager MARKFED,.....
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