

**TERMS AND CONDITIONS FOR CARRIAGE OF FOODSTUFFS UNDER
DEPARTMENT OF FOOD, CIVIL SUPPLIES & CONSUMER AFFAIRS,
GOVERNMENT OF MIZORAM**

(DISTRICT ROUTES)

1. Any willing person fulfilling the prescribed conditions may submit his/her willingness to transport foodstuff at Government approved rates for each route by way of an Expression of Interest (EOI) along with Earnest Money of **Rs. 5,000/-** (Five thousand only) for Tribals and **Rs. 10,000/-** (Ten Thousand only) for non-Tribal in the form of Deposit at Call Receipt/Fixed Deposit Receipt duly pledged in the name of the Secretary, Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram. Earnest Money in cash will not be accepted under any circumstances. Adjustment of Earnest Money lying with Food, Civil Supplies & Consumer Affairs Department in respect of other contracts/tenders is not permissible. 'Expression of Interest' received without Earnest Money will be summarily rejected. Earnest Money will be liable to forfeiture in case the selected person fails to execute a deed of agreement within 15 days from the date of issue of communication regarding acceptance of his/her willingness. Withdrawal/amendment of willingness after the fixed date and time will not be allowed and will entail forfeiture of Earnest Money.

Failure to deposit Performance Security as stipulated at Paragraph 16 within the stipulated time will entail forfeiture of Earnest Money.

2. The cover of the willingness should be superscripted as follows :-

WILLINGNESS/EXPRESSION OF INTEREST FOR CARRIAGE OF FOODSTUFF
(MAIN ROUTE) FROM _____ TO _____.

In case of **willingness/Expression of Interest** sent by post, such document should be sent through registered post with acknowledgement due. The **willingness/Expression of Interest** should reach the Director, Food, Civil Supplies & Consumer Affairs Department, Mizoram, Aizawl within the date and time fixed for receipt of the **willingness/Expression of Interest**.

3. **Willingness/Expression of Interest** indicating the specific routes opted as prescribed by the Department appended herewith at Annexure - III may be submitted to the Director, Food, Civil Supplies & Consumer Affairs Department, Mizoram on all working days from _____ to _____. Expression of Interest received will be scrutinised on a first-come-first-served basis every week on Thursday at 2:00 PM. **Any person who has submitted willingness/ Expression of Interest or his/her** authorised representatives may be present at the time of opening of the Expression if interested. Form of willingness/Expression of Interest can be had from the office of the District Civil Supplies Officer, Mizoram on any working day. Any willingness not submitted within the date and time fixed for receipt of the willingness and in a form other than the form supplied by the Department will not be accepted.
4. **Any person submitting willingness/expression of interest should submit the following documents along with his/her willingness/Expression of Interest. Photocopies will not be accepted unless duly attested.**

a) 1 (one) copy of his/her passport size photograph.

b) **For Scheduled Tribe persons:**

- i. Tax clearance Certificate (2022 - 2023) issued by Land Revenue & Settlement Department.

- ii. Tax Clearance Certificate (2022 - 2023) issued by Taxation Department.
- iii. List of at least 1 (one) HMTVs/MMVs registered in his/her own name supported by valid documents, valid insurance with recent photograph of such vehicles clearly showing registration number.
- iv. Not less than 2 (two) additional vehicles registered in the name(s) of person(s) other than him/her self which will be at the full disposal of the respondent, supported by valid vehicle registration document, valid insurance certificate and affidavit executed by the additional vehicles owner to the effect that their vehicles will be at the sole and complete disposal of the respondent whenever required for transportation of foodgrains etc. by FCS&CA Department. A recent photograph of such vehicles clearly showing registration number should be attached.
- v. Bank Statement of his / her Account as showing the transaction for the last six months having Rupees 1 lakh or as term/fixed deposit of equivalent amount.
- vi. Earnest Money of **Rs.5,000/-** (Five thousand only) as per Rule 42(2) of the Mizoram Public Procurement Rules, 2020.
- vii. Residential Certificate from respective Deputy Commissioner.

c) For non-Scheduled Tribe Persons

- i. Court Fee Stamp of Rs.7.50/-.
- ii. Income Tax Clearance Certificate (Original or attested copy)
- iii. List of at least 2 (two) vehicles registered in name of the person submitting willingness with valid documents, valid insurance with recent photograph of such vehicles clearly showing registration number.
- iv. Not less than 3 (three) additional vehicles registered in the name(s) of person(s) other than him/her self which will be at the full disposal of the respondent, supported by valid vehicle registration document, valid insurance certificate and affidavit executed by the additional vehicles owner to the effect that their vehicles will be at the sole and complete disposal of the respondent whenever required for transportation of foodgrains etc. by FCS&CA Department. A recent photograph of such vehicles clearly showing registration number should be attached.
- v. Bank Statement of his/her Account showing the transactions amounting to at least Rupees 2 lakhs during the last six months or as term/fixed deposit of equivalent amount.
- vi. Earnest Money of **Rs.10,000/-** (Ten Thousand only) as per Rule 42(2) of the Mizoram Public Procurement Rules, 2020.

5. The quantity of foodstuff to be carried under each route will be specified from time to time and will be subject to alteration as per requirement. It will be the sole discretion of the Government to utilise any or all of the routes specified in Annexure-V.
6. It shall be open to the District Civil Supplies Office, Food, Civil Supplies & Consumer Affairs or any authorised officer of the Department to allot additional quantities of foodstuff over and above any approximate quantity initially indicated and the contractor shall be bound to lift the said additional quantity as per the direction of such officer at the accepted rate as provided in the agreement.
7. **Any willingness/Expression of Interest** in the name of any firm/association is not permissible. **Every willingness/Expression of Interest** must be in the name of an individual.
8. **The undersigned in no way is bound to accept the lowest or any of the willingness/Expression of Interest** and reserves the right to accept or reject any of the **willingness/Expression of Interest** without assigning any reason thereof.
9. **The selected Contractor(s) will be responsible for loading and unloading of foodstuff carried by him/her at the destination godown**

10. Approved list of distance and rate for carriage of foodstuff under Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram is attached as Annexure-III.
11. **Selection of person(s) submitting willingness/Expression of Interest for appointment as Carrying Contractor(s) will be done after scrutiny of documents submitted.**
12. The Government reserves the right to appoint only **successful persons submitting willingness/Expression of Interest** which, in its opinion, are reliable in all respects, as Carrying Contractors. The Government reserves the right to appoint additional Carrying Contractor from valid **person(s)** as deemed necessary.
13. The Government will determine number of contractors to be appointed for each route depending upon the requirement of concerned centres. **In case where the number of successful bidders exceeds the required number of contractors as worked out by the Government, Government will select contractors amongst the successful bidders by 'draw of lots'.**
14. Once the willingness is accepted and acceptance communicated to the selected person, it shall not be **transferable** to any other person.
15. **Willingness/Expression of Interest** submitted by blacklisted Carrying Contractor(s) or any other Contractor(s) whose performance is/are found to be unsatisfactory will be summarily rejected.
16. The **valid Expression of Interest and selected** contractors will have to furnish, for each route, a security deposit of 5% (five percent) of the value of contract **as calculated by the Department**, as Performance Security within 15 (fifteen) days from the date of issue of Letter of Acceptance. The Performance Security/Security Deposit shall have to be furnished in the form of either Bank Fixed Deposit or Post Office Savings Bank Account or National Savings Certificate, duly pledged in the name of Secretary to the Govt. of Mizoram, Food, Civil Supplies & Consumer Affairs Department. The Government reserves the right to forfeit the whole or part of the Security Deposit for inadequate and unsatisfactory performance by the contractor(s) or for breach of any of the terms & conditions laid down in the agreement to be entered into between the selected person(s) and the Government of Mizoram.
17. The **selected person(s)** will have to **execute an agreement** with the Government of Mizoram, Food, Civil Supplies & Consumer Affairs Department using prescribed form of Agreement as appended in Annexure-VI after his/her selection indemnifying the Government for any loss or damage that may occur while the foodstuff in his/her custody/transit and shall be subject to penalisation as per Paragraph 29 of the terms and conditions laid out herein.
18. Once the **selected person(s)** accepts his/her appointment and executes an agreement with the Government and a work order is issued to him/her, no change of route will be allowed or entertained.
19. No vehicle other than those belonging to the approved carrying contractor(s) or those vehicles authorised by the Director, Food, and Civil Supplies & Consumer Affairs or any other vehicles authorised by concerned Carrying Contractor(s) in writing and approved by the Department will be allowed to carry controlled items under Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram. Other vehicles will be allowed only in cases of emergencies and other exigencies after a written permission for the use of such vehicles is obtained from the Director, Food, and Civil Supplies & Consumer Affairs Department.
20.
 - a) The Contractor shall place the required number of vehicles as per the programme given by the Director, Food, Civil Supplies & Consumer Affairs or any other

officer authorised by him/her. A penalty of Rs.500.00 (Rupees Five Hundred only) per day will be realized from the bill of the Contractor or from his Security Deposit for failure to place the required number of vehicles at the required depot/godown. However, the Department is not bound to give any load to a carrying contractor if requirement of a particular route is achieved, or item of foodstuff to be despatched is not available.

b) The Contractor shall place the required number of manpower as per programme given by the Director, Food, Civil Supplies & Consumer Affairs or any other officer authorised by him/her. A penalty of Rs.300.00 (Rupees Three Hundred only) per day for each manpower will be realized from the bill of the Contractor or from his Security Deposit for failure to place the required number of manpower at the designated locations/godown

- 21.** The contract will be for a period of 1 (one) year from the date of appointment. The contract may be extendable for another period of 6 (six) months on account of exigencies of public service and subject to performance of the existing Carrying Contractor. The agreement signed by Carrying Contractor at the time of initial appointment shall be binding for extended period.
- 22.** Notwithstanding the period of appointment of Contractor and other provisions contained in the tender, the appointed Contractor(s) shall have to lift, carry and deliver the required quantity of foodstuff to a given destination within the specific period as may be intimated to the Contractor(s) from time to time by the Director, Food, Civil Supplies & Consumer Affairs, Aizawl or an officer duly authorised by him/her.
- 23.** The contractor should start the work within 2 (two) days from the date of issue of the work order after signing the agreement within the stipulated time.
- 24.** All trucks placed for taking load should have valid documents.
- 25.** Drivers of trucks placed for taking load should have valid professional driving license, Voter's ID/Aadhaar.
- 26.** If a truck, for some reason and without the knowledge of the concerned authorities does not proceed to the designated Centre(s) within 5 (five) days of taking load, the truck will be black-listed for the period of one month and if found necessary the period will be extendable for 7(seven) days at a time.
- 27.** The Government will realize the amount of loss as may be assessed by the undersigned if the appointed carrying contractor fails to execute the agreement within the stipulated period and or puts the Government to loss and inconvenience by not despatching adequate stock of foodstuff at the destinations or otherwise by his/her conduct concerning the contract.
- 28.**
 - a)** If the Contractor fails to comply with or fails to complete the works as mentioned above as per direction without satisfactory and acceptable valid ground, the contract will be cancelled and Security Money will be forfeited to the Government without giving any notice to the defaulting Contractor. This does not, however, preclude the Government from taking other penal actions as per clauses mentioned in this tender notice.
 - b)** After appropriate action as per 28(a) it is open, in the interest of public service, for the Government/Department to appoint new Carrying Contractor from amongst other carrying contractor willing to carry foodstuff at the approved rate of the said route. The terminated Carrying Contractor shall not be entitled to claim a fresh offer of appointment.

- c) The State Government or the Department of FCS&CA shall not be sued for compensation in case of damage of vehicles or any injury or death arising out of carriage of foodstuff from one godown to another. All these incidental charge will be the sole responsibility of the carrying contractor(s) so appointed.

29. The appointed Contractor will be liable for shortage/loss of foodstuff while in his/her custody in transit.

The cost of foodstuff as prevailing procurement rate along with penalty as per rate prescribed below will be recovered from the carriage contractor (s) in case of shortage/Loss.

a) RICE/FOODSTUFF:

- i. For Loss of 0.5% and below - Prevailing procurement rate of Non-NFSA Rice.
- ii. For Loss of 0.5% and upto 1% - Prevailing procurement rate of Non-NFSA Rice plus 20% of the same as penalty.
- iii. For Loss above 1% and upto 5% - Prevailing procurement rate of Non-NFSA Rice plus 40% of the same as penalty.
- iv. For Loss above 5%- Prevailing procurement rate of Non-NFSA Rice plus 60% of the same as penalty.

Provided that, such realisation of actual cost of quantity damaged or lost in the case of accident duly certified by concerned authority not below the rank of Sub-Inspector, Food Civil Supplies & Consumer Affairs having jurisdiction of concerned accident spot/nearest Supply Office, and verified by Police authority not below the rank of Sub-Inspector of Police, having jurisdiction of concerned accident spot/nearest Police Station whichever is applicable, shall be recovered in kind at the same grade and quantity or recovered in cash at the time of accident, as may be considered necessary by the competent authority.

- b) Upon any penalisation under this paragraph, the truck shall be barred from carriage of supplies under Department of Food, Civil Supplies & Consumer Affairs for a period of **two months**, upon any subsequent offence the truck shall be barred from any carriage of supplies under Department of Food, Civil Supplies & Consumer Affairs for a period of **1(one) year** during which EoI/Willingness on behalf of the truck shall be rejected outright.

30. In case of loss of foodstuff while in transit, filing of case(s) in law court (s) will not save the appointed contractor(s) from recovering the cost of foodstuff from him/her as per Paragraph 30.

31. During the period of validity of the contract, it shall not be opened to the contractor to ask for higher or other rate for the same route on the plea that the road is damaged or blocked or dangerous to ply on due to rains, etc.

32. The Government of Mizoram reserves the right to execute the work through any other agencies, if the appointed contractor fails to execute the work in whole or part for any reason at his risk and cost. The extra expenditure that may be involved in completing the transportation shall be recovered from the appointed contractor in addition to any other penalty that may be imposed. The government reserves the right to appoint any non-Tenderer vehicle at the carrying rate approved by the govt. in effect at the moment if-

- a) The government cannot without the use of such vehicle supply PDS items to the beneficiaries in time.

- b) There is in the opinion of the government a necessity for such an exercise for the PDS to function as per law provided.
33. No power of attorney will be accepted.
34. Termination of Contract
- a) The undersigned shall also have the power to terminate the contract for unsatisfactory performance or for any other reason at any time during the period of validity of the contract.
- b) The Carrying Contractor(s) whose term is/are terminated due to unsatisfactory performance will not be allowed to participate in fresh tenders for the next 3 years.
35. In the event of any dispute or controversy relating to this contract between the Director, Food, Civil Supplies & Consumer Affairs Department and the contractor, the same shall be referred to the Secretary, Food, Civil Supplies & Consumer Affairs Department, Govt. of Mizoram whose decision in the matter shall be final and binding on both the parties.
36. Any suit/ dispute arising between the parties, that is the Contractor on the one hand and the State Government of Mizoram on the other, irrespective of place or residence of the Contractor will be tried in the courts in Mizoram.
37. As per the Hon'ble Supreme Court's order Dated 09.11.2005 [WP (C).136/2003]; provisions relating to overloading of vehicles under the Motor Vehicles Act 1988; Central Motor Vehicles Rules 1989 and notifications issued by the Ministry of Surface Transport (Department of Road Transport and Highways) (Transport Wing) shall be strictly adhered to by all Carriage Contractors.
38. The contractors will be solely liable to penalise for any pilferage that occurs during transportation of food grains
39. Disqualification conditions:
- a) **Any person(s) submitting willingness/expression of interest (EOI)** whose Earnest Money Deposit and/or Security Deposit has been forfeited by any department of Central or State Government or any other Public Sector Undertaking, during the last five years will be ineligible.
- b) If **any person(s) submitting willingness/expression of interest (EOI)** have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such willingness will be ineligible.
- c) **Any person(s) submitting willingness/expression of interest (EOI)** whose contract under any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during the last five years will be ineligible.
- d) **Any person(s) submitting willingness/expression of interest (EOI)** whose previous term as carrying contractor(s) is/are found unsatisfactory in performance will be ineligible.
- e) While considering ineligibility arising out of any of the above clauses, incurring of any disqualification will render the willingness/expression of interest disqualified.
40. In addition to any of the clauses contained in this document, any person(s) finally selected, by whose commission(s) or omission(s) contravenes any provisions of the Supply Manual in force and/or of the Agreement Deed, shall be liable to be penalised as per its relevant provisions.