

**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 Prescribed Condition may submit separate willingness at Government approved rate for each route by way of submission of Expression of interest (EOI) and amount of Earnest Money of **Rs. 5,000/-** for Tribal and **Rs. 10,000/-** for non-Tribal in the form of Deposit at Call Receipt/Fixed Deposit Receipt duly pledged in the name of the Secretary to the Government of Mizoram, Food, Civil Supplies & Consumer Affairs Department, should be enclosed. Earnest Money in cash will not be accepted in any circumstances. Adjustment of Earnest Money lying with the Food, Civil Supplies & Consumer Affairs Department in respect of other contract/tender is not permissible. 'Expression of Interest' received without Earnest Money is liable to rejection. Earnest Money will be liable to forfeiture in case the selected person fail to execute an agreement within 15 days from the date of issue of communication regarding acceptance of his/her/their willingness. Withdrawal/amendment of willingness after fixed time will not be allowed and will be liable to 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
(DISTRICT ROUTE) FROM _____ TO _____.

In case of **willingness/expression of interest** sent by post, such document should be sent in registered post with acknowledgement due. The **willingness/expression of interest** should reach the concerned **District Civil Supply Offices**, within the date and time fixed for receipt of the **willingness/expression of interest**.

3. **Willingness/expression of interest** indicating the opted specific routes as prescribed by the Department appended herewith at Annexure - III have to be submitted **to the concerned District Civil Supply Offices**, from _____ and will be opened by **him/her** on the same day at _____. **Any person submitting willingness or his/her/their** authorised representatives are advised to be present at the time of opening of willingness. Form of willingness can be had from **the office of the concerned District Civil Supply Offices** 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) 2 (two) copies of his/her passport size Photograph.

(b) **For Scheduled Tribe Person(s):**

- (i) House Tax Payee Certificate (2019 - 2020)
- (ii) Tax Clearance Certificate (2019 - 2020)
- (iii) List of Vehicles at least 1(one) number of Vehicle belonging to the person submitting willingness and certified by D.T.O/MVI with relevant documents.
- (iv) Bank Statement of his/her Account as showing the transaction for the last six months having **1 lakh** or as term/fixed deposit of equivalent amount.
- (v) Residential Certificate from the respective Deputy Commissioner.
- (vi) Earnest Money of **Rs5000/-**

(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 Vehicles at least **2(two)** numbers of Vehicle belonging to the person submitting willingness and certified by D.T.O/MVI with relevant documents.
 - (iv) Bank Statement of his/her Account showing the transaction for the last six months at least **Rupees 2 lakh** or as term/fixed deposit of equivalent amount.
 - (v) Earnest Money of **Rs 10000/-**.
5. The quantity of foodstuffs 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-II.
 6. It shall be open to the **District Civil Supply Offices**, 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 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. **Any person submitting willingness/expression of interest** should have at least 1 (one) in his/her own name in case of Scheduled Tribe, and **2 (two)** vehicles in the case of non-Scheduled Tribe viz. Trucks/Heavy Vehicles and should submit an authenticated photo copy of his/her/their Truck/Mini Truck/Jeep/Medium Vehicle Registration documents along with his/her willingness.
 9. 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.
 10. **10. The selected Contractor(s) will be responsible for loading and unloading of Foodstuff carried by him/her at the destination Godown**
 11. Approved Distances for carriage of foodstuff under Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram is attached as Annexure-III.
 12. **Selection of person(s) submitting willingness/expression of interest for appointment as Carrying Contractor(s) will be done after Scrutiny of documents submitted.**
 13. 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. Government reserves the right to appoint additional Carrying Contractor from valid **person(s)** as deemed necessary.
 14. 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'.***
 15. Once the willingness is accepted and acceptance communicated to the Selected Person, it shall not be **transferable** to any other person.

16. **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.
17. The **valid and selected** will have to furnish, for each route, a security deposit of 5% (*five percent*) of the value of Contract **and as calculated by the Department** as performance security within 21 (twenty one) days from the date of issue of Letter of Acceptance. The Security Deposit shall have to be furnished in the form of either Bank Fixed Deposit or Post Office Savings Bank Account or National Saving Certificate, duly pledged in the name of Secretary to the Government 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.
18. The **selected person(s)** will have to **execute an agreement** with the Government of Mizoram, Food, Civil Supplies & Consumer Affairs using prescribed form of Agreement as appended in Annexure-IV (2) after his/her/their selection indemnifying the Government for any loss or damage that may occur while the foodstuff in his/her/their custody/transit *and* shall be subject to penalisation as per Paragraph 30 of the terms and conditions laid out herein.
19. 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.
20. 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 vehicle is obtained from the Director, Food, and Civil Supplies & Consumer Affairs Department.
21.
 - (a) The Contractor shall place required number of vehicles as per programme given by the Director, Food, Civil Supplies & Consumer Affairs or any other officer authorised by him. 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. However, the Department is not bound to give load to carrying contractor if requirement of a particular route is achieved, or item of foodstuffs to be despatched is not available.
 - (b) The Contractor shall place required number of manpower as per programme given by the Director, Food, Civil Supplies & Consumer Affairs or any other officer authorised by him. A penalty of Rs.300.00 (*Rupees Three Hundred*) only per day for each manpower will be realised from the bill of the Contractor or from his Security Deposit for failure to place the required number of man power.
22. The contract will be initially for a period of 6 (six) months from the date of appointment. The contract may be extendable beyond the period of 1(one) year for carrying foodstuff for another specified period or till fresh tenders are invited and contractor appointed for carriage of foodstuff for the subsequent period/terms, and agreement signed by carrying contractor at the initial appointment shall be binding for extended period.
23. 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 particular destination within a specific period as may be intimated to the Contractor(s) from time to time by the Director, Food, Civil Supplies & Consumer Affairs, Aizawl or his authorised Officer.

24. 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.
25. All trucks placed for taking load should have valid documents.
26. Drivers of trucks placed for taking load should have valid professional driving license, Voter I.D./Aadhaar.
27. If a truck, after taking load could not proceed to designated centres for any reason within 5(five) days without the knowledge of the authority, the truck will be black listed for a period of one month and if found necessary the period will be extendable for 7(seven) days at a time.
28. The Government will realise the amount of loss as may be assessed by the undersigned if the Selected Person 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/their conduct concerning the contract.
29. (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 notice.
(b) After appropriate action as per 29(a) it is open, in the interest of public service, for the Government/Department to appoint new Carrying Contractor from second lowest bidders in his/her quoted rate. The terminated Carrying Contractor shall not be entitled to claim a fresh offer of appointment.
30. The appointed Contractor will be liable for shortage/loss of foodstuff while in his/her/their custody in transit.

The cost of foodstuff as Ex-Godown 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 highest procurement rate of Non-NFSA Rice.
- (ii) For Loss of 0.5% and upto 1%- Prevailing highest procurement rate of Non-NFSA Rice plus 20% of the same as penalty.
- (iii) For Loss above 1% and upto 5% - Prevailing highest procurement rate of Non-NFSA Rice plus 40% of the same as penalty.
- (iv) For Loss above 5%- Prevailing highest 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 at an prevailing procurement price of Non-NFSA Rice 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 any 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 tenders on behalf of the truck shall be rejected outright.
31. 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.
32. During the period of validity of the contract, it shall not be open 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.
33. 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-Selected Person vehicle at the carrying rate approved by the govt. in effect at the moment if-
- (i) The government cannot without the use of such vehicle supply PDS items to the beneficiaries in time.
- (ii) There is in the opinion of the government a necessity for such an exercise for the PDS to function as per law provided.
34. No power of attorney will be accepted.
35. (i) 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.
- (ii) 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.
36. 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.
- 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.