

**DEED OF AGREEMENT
FOR CARRIAGE OF FOODSTUFFS UNDER DEPARTMENT OF FOOD, CIVIL
SUPPLIES & CONSUMER AFFAIRS, GOVERNMENT OF MIZORAM
(DISTRICT ROUTES)**

This Agreement is made this day of , two thousand and Between Shri/Smt..... S/o, D/o, W/o (hereinafter called the 'Contractor' which expression shall include his/her/their Heir(s), Administrators, Executors and Legal Representatives) on the one part and the Governor of Mizoram through the Secretary to the Government of Mizoram, Food, Civil Supplies & Consumer Affairs Department, (herein after referred to as the Government) on the other part.

WHEREAS, the Government has selected the Contractor for transportation of foodstuff including loading/unloading and stocking of quintals, (the exact quantity to be determined by the Government from time to time) at the rate of Rs.....(Rupees.....) only per quintal for all routes under DCSO and the Contractor has agreed to undertake the work of transportation including loading/unloading and stocking within such period as may be specified by the Government/Department from time to time.

NOW, THEREFORE, these present WITNESSETH as follows: -

1. (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.1000 (*Rupees One Thousand*) only per day will be realised from the bill of the Contractor or from his Security Deposit for failure to place the required number of vehicles.
- (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.500.00 (*Rupees Five Hundred*) only per day for each man power will be realised from the bill of the Contractor or from his Security Deposit for failure to place the required number of man power. Failing which, he/she will be liable to pay the required amount of loading/unloading charge at local rate.
2. 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.
3. The Contractor shall take delivery of the foodstuff from Government Godown at the concerned PDC on proper weighment and shall deliver the foodstuff at the destination to the Officer of the Government representing the Secretary to the Govt. of Mizoram, Food, Civil Supplies & Consumer Affairs Department (herein after referred to as the

Secretary) as mentioned in the Challan on proper weighment to the full satisfaction of such Officer, within the fixed Transit Period beginning from the date and time of taking delivery of the foodstuff from the Government Godown at GMG Zuangtui. Labourers for loading, unloading and stocking shall not be provided by the Department and it shall be the sole responsibility of the Contractor to arrange the same at his/her own cost.

- 4. (a)** If the Contractor fails to comply and complete the works as mentioned above as per direction, without satisfactory and acceptable valid ground, his contract shall be liable to cancellation and security deposit may be forfeited even without giving any prior notice to the Contractor. This does not however, preclude the Government from imposing other penalties as per conditions laid down in other clauses of this agreement and Supply Manual.
- (b)** Apart from the above, the Contractor may be penalised at the rate of Rs. 500/- (Rupees one hundred) per day for the first 3 days and Rs. 1000/- (Rupees One Thousand) only per day beyond this period, for the delay in delivery of the foodstuff to the consignee beyond the stipulated time fixed at Clause 3 (Three) of this Agreement except under unavoidable circumstances beyond control of the Contractor, such as Act of God or Public enemies, as defined in section 73 of the Indian Railways Act, 1980 relating to the carriage of foods, including the acts caused by natural elements such as extraordinary high tide while carrying through landslips, debacles due to un-notified slips from any stone quarry en route, and acts of nature, which human beings are unable to foresee or prevent and are purely accidental in nature, but excluding any illusory public enemy subject to the production of certificate or copies of immediate reporting of such incident to the nearest DCSO, SDO(Civil) and any other Officers of Food, Civil Supplies & Consumer Affairs Department not below the rank of Sub-Inspector of Food, Civil Supplies & Consumer Affairs and O/C of Police Station and subject to the production of the verification reports issued by them, provided that in condoning the penalty awardable under this clause and while accepting the explanations for delay in carriage or short-supply under any of the unavoidable circumstances stated above, decision of the Secretary, Food, Civil Supplies & Consumer Affairs Department of this Government shall be final, and the Contractors hereby bind themselves accordingly to the exclusion of any recourse to any court of law on the question of satisfaction of the Secretary as to the explanation for delay or short supply justifications thereof.
- (c)** In case of delay exceeding 3(three) days at a time beyond the stipulated period of delivery by the Contractor, the Contractor must invariably report the matter to the Secretary/ Director of Food, Civil Supplies & Consumer Affairs/ Deputy Commissioner concerned with satisfactory and valid reason for such delays.
- (d)** Any Carrying Contractor(s) whose performance is/are found unsatisfactory by Director, FCS&CA in the preceding term will not be allowed to participate in fresh tender for the coming 3 (three) years.
- Failing the above, the Contractor/defaulters shall be liable to any punishment as per the terms of the Contract which the Director, Food, Civil Supplies & Consumer Affairs may deem fit.
- (e)** The Government of Mizoram, Food, Civil Supplies & Consumer Affairs Department reserves the right to appoint additional Carrying Contractor(s) for any routes if the Government finds it reasonably necessary. The appointed Carrying Contractor(s) shall not have any right to object appointment of additional Contractor(s) at any route(s).

- (f) The Government of Mizoram, Food, Civil Supplies & Consumer Affairs Department reserves the right to appoint additional Carrying Contractor(s) if the Government/Department finds it reasonably necessary. The appointed Carrying Contractor(s) shall have no right to object appointment of additional Carrying Contractor(s) at any route(s)
5. (a) The Carrying Contractor will entirely be responsible for any damage/ loss of foodstuff while in his/her/their custody/ transit that may occur after taking delivery from Government Godown till handing over of entire stock to the Officer representing the Secretary at the destination. Transportation charge will not be paid for the quantity of goods so damaged or lost. If any, penalty for the loss or damage in such cases shall be realised from the Contractor as per conditions laid down in this Agreement.
- (b) In the event of death of the Carrying Contractor while the terms of the Carrying Contractor-ship is in force his/her/their successors/any person or persons acting under him/ her/ them legally shall be responsible to all the terms and conditions of this Agreement.
6. In addition to the realisation of the actual cost of the quantity damaged or lost or adulterated while the stock is in the custody of the Contractor or in transit the Contractor shall be liable for payment of penalty as detailed below:
- (a) **RICE/FOODSTUFF:**
- i) For Loss of 0.5% and below - Prevailing procurement price of Non-NFSA Rice
- ii) For Loss of 0.5% and upto 1% - Prevailing procurement price of Non-NFSA Rice plus 20% of the same as penalty.
- iii) For Loss above 1% and upto 5% - Prevailing procurement price of Non-NFSA Rice plus 40% of the same as penalty.
- iv) For Loss above 5% - Prevailing procurement price 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 as may be considered necessary by the Competent Authority.

- (b) Upon any penalisation under this section 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.

7. The Contractor shall make good the losses calculated on the basis of relevant Clauses of this Agreement for all losses as assessed by the Director, Food, Civil Supplies & Consumer Affairs Department allowing deduction from the transport charges bills or by making pre-payment into the Treasury. The shortfall if any will be recovered from the Contractor from any other amount payable to the Contractor.
8. The Government reserves the right to execute the work through other agency or agencies if the Contractor fails to execute the work in time, in whole or in part at his risk and cost. The extra expenditure involved, if any, in such execution will be recovered from the Contractor in addition to any other penalty that may be imposed on him under the Agreement.
9. The Contractor shall submit bills for carriage charge in duplicate supported by the despatch challan duly acknowledged and countersigned by the recipients to the Director, Food, Civil Supplies & Consumer Affairs for the served tender at the agreed rates fortnightly who in turn shall pay the Contractor by e-Payment or by means of Account Payee cheque drawn in favour of the Contractor. Conversion rates and other Administrative charges, if any, shall be borne by the Contractor.
10. The Contractor shall deposit a security termed as Security Deposit for each Work Order, amounting to 5% of the estimated value of each work, **the method of derivation of such Security deposit shall be as prescribed by the Department** in the form of Bank Fixed Deposit or Post Office Savings Account or National Saving Certificate, duly pledged in the name of the Secretary which is liable to forfeiture in whole or in part in the event of default or lapses on the part of the Contractor or for breach of any term and condition of this Agreement, the Secretary is the sole authority to determine as to whether there has been default/ lapses/ breach on the part of the Contractor.
11. The Contractor shall abide by the instruction that may be issued by the Government/Director, Food, Civil Supplies & Consumer Affairs, Govt. of Mizoram or his authorised Officer from time to time.
12. Security Deposit shall be released after the contract period provided that the work done is to the full satisfaction of the Secretary, Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram.
13. The contract shall not be transferred to any other person/persons without prior permission in writing from the Secretary to the Government of Mizoram, Food, Civil Supplies & Consumer Affairs Department. No power of attorney will be accepted.
14. The Government reserves the right to distribute the work to more than one contractor in order to maintain regular and uninterrupted movement of foodstuff.
15. The Contractor shall not ask higher or other rate for the same route on the plea that the road is damaged or blocked or it becomes dangerous to ply vehicles due to rain/flood etc.

16. Terms and Conditions for carriage of foodstuffs under the Department of Food, Civil Supplies & Consumer Affairs, Government of Mizoram, published in the Tender Notice (as Annexure – II) is wholly a part of this Agreement.

17. All provisions laid down in the Supply Manual shall form part of this Agreement and Contractor(s) shall strictly adhere to it.

18. Any suit/ dispute arising between the parties that is the Contractor on the one hand and the Government of Mizoram on the other shall be instituted or tried only in the courts in Mizoram.

IN WITNESS WHEREOF Shri/Smt.
Contractor and Shri/Smt.for and on
behalf of and by the order and direction of the Government of Mizoram have signed this
Agreement on the day and year first above written.

(*Name of Carrying Contractor*)

Secretary to the Government of Mizoram
Food, Civil Supplies & Consumer Affairs Department

On behalf of the Governor

1. _____

1. _____

2. _____

2. _____

