

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

(MAIN 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, 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 from to and the Contractor has agreed to undertake the work of transportation including loading/unloading and stocking.

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.500.00 (Rupees five - hundred) 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.300.00 (Rupees Three -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 weightment 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 weightment 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 enroute, 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 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 Carriage Contractor(s) for any routes if the Government finds it reasonably necessary. The appointed Carriage 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 Govt./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 Carriage 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 Contractorship 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 highest procurement price of Non-NFSA Rice
- ii) For Loss of 0.5% and upto 1% - Prevailing highest procurement price of Non-NFSA Rice plus 20% of the same as penalty.
- iii) For Loss above 1% and upto 5% - Prevailing highest procurement price of Non-NFSA Rice plus 40% of the same as penalty.
- iv) For Loss above 5% - Prevailing highest 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 No., documents, driving license, ID will be penalised 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 furnish a Security deposit of 5% (five percent) of the estimated value of Work **the method of calculation 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 fulfilment of the contract 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 written from the Secretary, Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram. No power of attorney will be accepted.
14. The Government reserves the right to distribute the work to more than one Contractors 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 become 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 – I) 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 Govt. of Mizoram,
 Food, Civil Supplies & Consumer Affairs Dept.

On behalf of the Governor
 and in the presence of:

WITNESSES

1. _____

2. _____

WITNESSES

1. _____

2. _____

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

(MAIN 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. 10,000/- (Rupees Ten Thousand only) for Tribals and Rs. 20,000/- (Rupees Twenty 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 17 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 - V 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 Director, Food, Civil Supplies & Consumer Affairs, Mizoram, Aizawl 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 4 (four) HMTs/MMTs 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 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 10 lakhs or as term/fixed deposit of equivalent amount.
- vi. Earnest Money of Rs 10000/- (Rupees Ten Thousand only) as per Rule 42(2) of the Mizoram Public Procurement Rules, 2020.
- vii. Residential Certificate from the 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 6(six) vehicles registered in name of the person submitting willingness with documents, valid insurance certificate 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 showing the transactions amounting to at least Rupees 20 lakhs during the last six months or as term/fixed deposit of equivalent amount.
 - vi. Earnest Money of Rs 20000/- (Rupees Twenty 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 Director, 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. **Emergency Route:** To avoid unnecessary delays, and to tackle exigencies, there shall be alternate routes to be called 'Emergency Routes' which will be resorted to only in times of emergency. The list of emergency routes attached at Annexure VI shall not be included in the Expression of Interest / Willingness. These emergency routes will, however, be resorted to in times of emergency and Carrying Contractors for these routes shall be selected from amongst the existing panel of Carrying Contractors at the emergency rates attached in the Annexure.
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. The 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 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.
18. 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-VII 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 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

vehicles is obtained from the Director, Food, and Civil Supplies & Consumer Affairs Department.

21.

- 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

22. 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.

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 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.

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's ID/Aadhaar.

27. 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.

28. 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.

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 tender 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 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 Food, Civil Supplies & Consumer Affairs 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.

30. 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, 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.

- 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 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.
- 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-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.

34. No power of attorney will be accepted.

35. 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.

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.

37. 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.

38. 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.

39. The contractors will be solely liable to penalise for any pilferage that occurs during transportation of food grains

40. 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.

41. 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.

FORM FOR SUBMISSION FOR WILLINGNESS/EXPRESSION OF INTEREST

(MAIN ROUTES)

To,

Sir,

I hereby agree to abide by the terms and conditions of the Tender Notice issued under No. _____ dated _____ by the Secretary/Director, Food, Civil Supplies & Consumer Affairs Department for carriage of Government foodstuff in the route as mentioned below. I bind myself to honour the order of the Secretary, Food, Civil Supplies & Consumer Affairs Department, Mizoram, Aizawl or any officer/officers authorised by him on the behalf to carry out contractual obligations during the full term of the currency of the contract.

Information on Name of Route, Carriage Rate per qtl, and details of Earnest money is enclosed as Annexure.

A. The following documents are enclosed :

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

(b) For Scheduled Tribe :

- 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 2 (two) HMTs/MMTs registered in his/her own name supported by valid documents, valid insurance with recent photograph of such vehicles clearly showing registration number should be attached.**
- 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 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 10 lakhs or as term/fixed deposit of equivalent amount.**
- vi. Earnest Money of Rs 10000/- (Rupees Ten Thousand only) as per Rule 42(2) of the Mizoram Public Procurement Rules, 2020.**
- vii. Residential Certificate from the respective Deputy Commissioner.**

List of Vehicles :-

Sl. No.	Type of Vehicle	Owner's Name	Registration No.	Period of Validity
1				
2				
3				
4				
5				
6				

B. For non-Scheduled Tribe :

- i.** Court Fee Stamp of Rs.7.50/-.
- ii.** Income Tax Clearance Certificate (Original or attested copy)
- iii.** List of at least 4(four) vehicles registered in name of the person submitting willingness with relevant documents with recent photograph of such vehicles clearly showing registration number should be attached.
- 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 showing the transactions amounting to at least Rupees 20 lakhs during the last six months or as term/fixed deposit of equivalent amount.
- vi.** Earnest Money of Rs 20000/- (Rupees Twenty Thousand only) as per Rule 42(2) of the Mizoram Public Procurement Rules, 2020.

List of Vehicles :-

Sl. No.	Type of Vehicle	Owner's Name	Registration No.	Period of Validity
1				
2				
3				
4				
5				
6				

C. Earnest Money for Rs. _____ vide DCR No. _____

(This should be enclosed by both Scheduled Tribe and Non-Scheduled Tribe)

- 1. Name of Applicant:** _____
- 2. Fathers Name:** _____
- 3. Full Address of the Applicant:** _____

- 4. House No. :** _____
- 5. Telephone No.:** _____

Signature of Applicant

LIST OF MAIN ROUTES & DISTANCE

Sl. No.	Name of Route		Distance (in KM)	Approved rate	Mode of transportation
	From	To	1	2	3
1	GMG (PDC) Zuangtui	Aibawk PDC	30	94	HMV
2	GMG (PDC) Zuangtui	Saitual PDC	80	154	HMV
3	GMG (PDC) Zuangtui	Phullen SDC	137	247	HMV
4	GMG (PDC) Zuangtui	Serchhip SDC	112	196	HMV
5	GMG (PDC) Zuangtui	Chhingchhip SC	82	144	HMV
6	GMG (PDC) Zuangtui	Thenzawl SDC	91	159	HMV
7	GMG (PDC) Zuangtui	Champhai PDC	194	320	HMV
8	GMG (PDC) Zuangtui	Kawlkulh PDC	122	201	HMV
9	GMG (PDC) Zuangtui	Khawzawl SDC	152	251	HMV
10	GMG (PDC) Zuangtui	Ngopa SDC	179	317	HMV
11	GMG (PDC) Zuangtui	Mamit PDC	93	161	HMV
12	GMG (PDC) Zuangtui	W.Phaileng SDC	86	149	HMV
13	GMG (PDC) Zuangtui	Marpara SC	173	300	HMV
14	GMG (PDC) Zuangtui	Tuipuibari SC	131	227	HMV
15	GMG (PDC) Zuangtui	Kawrtethawveng SC	128	224	HMV
16	GMG (PDC) Zuangtui	Tuidam SC	120	210	HMV
17	GMG (PDC) Zuangtui	Kawrthah SC	129	226	HMV
18	GMG (PDC) Zuangtui	Rengdil SC	138	242	HMV
19	GMG (PDC) Zuangtui	Zawlnuam PDC	154	269	HMV
20	GMG (PDC) Zuangtui	Kanhmun SC	171	299	HMV
21	GMG (PDC) Zuangtui	Lunglei PDC	177	304	HMV
22	GMG (PDC) Zuangtui	Haulawng SC	133	229	HMV
23	GMG (PDC) Zuangtui	Mualthuam SC	125	215	HMV
24	GMG (PDC) Zuangtui	Hnahthial SDC	172	296	HMV
25	GMG (PDC) Zuangtui	Tawipui 'S' SC	219	372	HMV
26	GMG (PDC) Zuangtui	Lawngtlai PDC	251	427	HMV
27	GMG (PDC) Zuangtui	Saiha PDC	315	536	HMV
28	GMG (PDC) Zuangtui	Kawlchaw SDC	284	483	HMV
29	GMG (PDC) Zuangtui	Tuipang SC	345	587	HMV
30	FCI (FSD) Tanhril	Zuangtui PDC	5	100	HMV
31	FCI (FSD) Tanhril	Aibawk PDC	32	100	HMV
32	FCI (FSD) Tanhril	Saitual PDC	85	163	HMV
33	FCI (FSD) Tanhril	Serchhip SDC	117	205	HMV
34	FCI (FSD) Tanhril	Chhingchhip SC	87	152	HMV
35	FCI (FSD) Tanhril	Thenzawl SDC	93	163	HMV
36	FCI (FSD) Tanhril	Champhai PDC	199	328	HMV
37	FCI (FSD) Tanhril	Khawzawl SDC	157	259	HMV
38	FCI (FSD) Tanhril	Kawlkulh PDC	127	210	HMV
39	FCI (FSD) Tanhril	Mamit PDC	99	171	HMV
40	FCI (FSD) Tanhril	West Phaileng SDC	94	163	HMV
41	FCI (FSD) Tanhril	Silsury SC	170	442	HMV
42	FCI (FSD) Tanhril	Zawlnuam PDC	154	270	HMV

43	FCI (FSD) Tanhril	Tuidam SC	120	210	HMV
44	FCI (FSD) Tanhril	Rengdil SC	138	242	HMV
45	FCI (FSD) Tanhril	Kawrtethawveng SC	128	224	HMV
46	FCI (FSD) Tanhril	Kawrthah SC	129	226	HMV
47	FCI (FSD) Tanhril	Kanhmun SC	166	291	HMV
48	FCI (FSD) Tanhril	Lunglei PDC	177	304	HMV
49	FCI (FSD) Tanhril	Hnahthial SDC	172	296	HMV
50	FCI (FSD) Tanhril	Lawngtlai PDC	251	427	HMV
51	FCI (FSD) Tanhril	Siaha PDC	315	536	HMV
52	FCI(FSD) Rengtekawn	Vairengte SDC	40	94	HMV
53	FCI(FSD) Rengtekawn	Kolasib PDC	6	70	HMV
54	FCI(FSD) Rengtekawn	Kawnpui SC	31	80	HMV
55	FCI(FSD) Rengtekawn	Lungdai SC	56	112	HMV
56	FCI(FSD) Rengtekawn	Zuangtui PDC	94	163	HMV
57	FCI(FSD) Rengtekawn	Saitual PDC	158	269	HMV
58	FCI(FSD) Rengtekawn	Serchhip SDC	198	327	HMV
59	FCI(FSD) Rengtekawn	Champhai PDC	269	444	HMV
60	FCI(FSD) Rengtekawn	Khawzawl SDC	234	386	HMV
61	FCI(FSD) Rengtekawn	Kawlkulh PDC	201	332	HMV
62	FCI(FSD) Rengtekawn	Lunglei PDC	255	390	HMV
63	FCI(FSD) Rengtekawn	Hnahthial SDC	239	366	HMV
64	FCI(FSD) Rengtekawn	Lawngtlai PDC	330	505	HMV
65	FCI(FSD) Rengtekawn	Siaha PDC	400	612	HMV
66	FCI (FSD) Bualpui	Kolasib PDC	20	80	HMV
67	FCI (FSD) Bualpui	Kawnpui SC	14	72	HMV
68	FCI(FSD) Bualpui	Lungdai PDC	32	98	HMV
69	FCI(FSD) Bualpui	Zuangtui PDC	60	104	HMV
70	FCI(FSD) Bualpui	Saitual PDC	135	230	HMV
71	FCI(FSD) Bualpui	Serchhip SDC	172	292	HMV
72	FCI(FSD) Bualpui	Champhai PDC	254	419	HMV
73	FCI(FSD) Bualpui	Khawzawl SDC	215	355	HMV
74	FCI(FSD) Bualpui	Kawlkulh PDC	185	305	HMV
75	FCI(FSD) Bualpui	Lunglei PDC	234	358	HMV
76	FCI(FSD) Bualpui	Hnahthial SDC	232	355	HMV
77	FCI(FSD) Bualpui	Lawngtlai PDC	314	480	HMV
78	FCI(FSD) Bualpui	Siaha PDC	387	592	HMV
79	FCI (FSD) Bairabi	Bairabi SDC	1	60	HMV
80	FCI (FSD) Bairabi	Vairengte SDC	73	172	HMV
81	FCI (FSD) Bairabi	Kolasib PDC	35	82	HMV
82	FCI (FSD) Bairabi	Zuangtui GMG PDC	124	215	HMV
83	FCI (FSD) Bairabi	Saitual PDC	197	335	HMV
84	FCI (FSD) Bairabi	Champhai PDC	307	507	HMV
85	FCI (FSD) Bairabi	Khawzawl SDC	267	441	HMV
86	FCI (FSD) Bairabi	Kawlkulh PDC	234	386	HMV
87	FCI (FSD) Bairabi	Mamit PDC	40	74	HMV
88	FCI (FSD) Bairabi	W. Phaileng SC	89	156	HMV
89	FCI (FSD) Bairabi	Marpara SC	166	291	HMV
90	FCI (FSD) Bairabi	Silsury SC	164	426	HMV

91	FCI (FSD) Bairabi	Pukzing SC	145	254	HMV
92	FCI (FSD) Bairabi	Phuldungsei SC	125	219	HMV
93	FCI (FSD) Bairabi	Tuipuibari SC	106	186	HMV
94	FCI (FSD) Bairabi	Kanhmun SC	58	143	HMV
95	FCI (FSD) Bairabi	Zawlnuam SC	42	103	HMV
96	FCI (FSD) Bairabi	Rengdil SC	34	84	HMV
97	FCI (FSD) Bairabi	Kawrthah SC	42	103	HMV
98	FCI (FSD) Bairabi	Tuidam SC	52	128	HMV
99	FCI (FSD) Bairabi	Kawrtethawveng SC	59	145	HMV
100	FCI (FSD) Bairabi	Serchhip SDC	223	368	HMV
101	FCI (FSD) Bairabi	Lunglei PDC	286	472	HMV
102	FCI (FSD) Bairabi	Hnahthial SDC	281	464	HMV
103	FCI (FSD) Bairabi	Lawngtlai PDC	370	611	HMV
104	FCI (FSD) Bairabi	Siaha PDC	440	726	HMV
105	FCI (FSD) Lunglei	Lunglei PDC	4	60	HMV
106	FCI (FSD) Lunglei	Hnahthial SDC	60	119	HMV
107	FCI (FSD) Lunglei	Tlabung SDC	89	249	HMV
108	FCI (FSD) Lunglei	Lungsen SC	54	151	HMV
109	FCI (FSD) Lunglei	Chawngte SC	96	269	HMV
110	FCI (FSD) Lunglei	Borapansury SC	125	350	HMV
111	FCI (FSD) Lunglei	Lawngtlai PDC	74	126	HMV
112	FCI (FSD) Lawngtlai	Lawngtlai PDC	4	60	HMV
113	FCI (FSD) Lawngtlai	Kawlchaw SDC	36	82	HMV
114	FCI (FSD) Lawngtlai	Saiha PDC	70	159	HMV
115	FCI (FSD) Lawngtlai	Maubawk SC	46	104	HMV
116	FCI (FSD) Lawngtlai	Tuipang SDC	88	200	HMV
117	FCI (FSD) Lawngtlai	Sangau SDC	142	322	HMV
118	FCI (FSD) Lawngtlai	Vaseikai SDC	105	258	HMV
119	PDC Lunglei	Lawngtlai PDC	74	126	HMV
120	PDC Lawngtlai	Kawlchaw SDC	36	82	HMV
121	PDC Lawngtlai	Siaha PDC	74	159	HMV
122	PDC Lawngtlai	Tuipang SDC	96	200	HMV
123	SDC Hnahthial	Sangau SDC	68	216	HMV

LIST OF EMERGENCY ROUTES

Sl. No.	Name of Route		Distance (in KM)	Approved rate	Mode of transportation
	From	To	1	2	3
1	GMG (PDC) Zuangtui	Lungdai SC	27	82	HMV
2	GMG (PDC) Zuangtui	Kawnpui SDC	65	114	HMV
3	GMG (PDC) Zuangtui	Kolasib SDC	89	156	HMV
4	GMG (PDC) Zuangtui	Vairengte SDC	134	235	HMV
5	FCI (FSD) Tanhril	Tuipang, SDC	333	573	HMV
6	FCI (FSD) Tanhril	Rawpuichhip SC	40	87	HMV
7	FCI (FSD) Tanhril	Marpara SC	158	277	HMV
8	FCI (FSD) Tanhril	Tuipuibari SC	116	203	HMV
9	FCI (FSD) Tanhril	Ngopa SDC	182	327	HMV
10	FCI (FSD) Tanhril	Darlawn SC	124	219	HMV
11	FCI (FSD) Tanhril	Kawlchaw SDC	284	483	HMV
12	FCI (FSD) Tanhril	Phuldungsei SC	117	205	HMV
13	FCI (FSD) Tanhril	Pukzing SC	137	240	HMV
14	FCI(FSD) Rengtekawn	Aibawk PDC	118	207	HMV
15	FCI(FSD) Rengtekawn	Thenzawl SDC	179	313	HMV
16	FCI(FSD) Rengtekawn	Chhingchhip SC	155	271	HMV
17	FCI(FSD) Rengtekawn	Kawlchaw SDC	364	601	HMV
18	FCI(FSD) Bualpui	Aibawk PDC	95	166	HMV
19	FCI(FSD) Bualpui	Thenzawl SDC	156	273	HMV
20	FCI(FSD) Bualpui	Chhingchhip SC	132	231	HMV
21	FCI(FSD) Bualpui	Kawlchaw SDC	351	614	HMV
22	FCI (FSD) Bairabi	Thenzawl SDC	209	366	HMV
23	FCI (FSD) Bairabi	Kawnpui SC	60	120	HMV
24	FCI (FSD) Bairabi	Ngopa SDC	293	519	HMV
25	FCI (FSD) Bairabi	Chhingchhip SC	184	322	HMV
26	FCI (FSD) Bairabi	Lungdai SDC	89	156	HMV
27	FCI (FSD) Bairabi	Kawlchaw SDC	393	648	HMV
28	FCI (FSD) Lunglei	Siaha PDC	131	297	HMV
29	FCI (FSD) Lunglei	Kawlchaw SDC	107	243	HMV
30	FCI (FSD) Lunglei	Tuipang SDC	159	361	HMV
31	SDC Bairabi	Zuangtui PDC	124	217	HMV
32	SDC Bairabi	Kolasib PDC	35	83	HMV
33	SDC Bairabi	Saitual PDC	197	335	HMV
34	SDC Bairabi	Kawlkuh PDC	234	386	HMV
35	SDC Bairabi	Champhai PDC	307	507	HMV
36	SDC Bairabi	Lunglei PDC	286	472	HMV
37	SDC Bairabi	Lawngtlai PDC	370	611	HMV
38	SDC Bairabi	Aibawk PDC	147	257	HMV
39	SDC Bairabi	Zawlnuam PDC	42	103	HMV
40	SDC Bairabi	W.Phaileng SDC	89	156	HMV
41	SDC Bairabi	Kanhmun SC	58	143	HMV
42	SDC Bairabi	Rengdil SC	34	84	HMV
43	SDC Bairabi	Tuidam SC	52	128	HMV
44	SDC Bairabi	Kawrthah SC	42	103	HMV

45	SDC Bairabi	Kawrtethawveng SC	59	145	HMV
46	SDC Bairabi	Mamit PDC	40	93	HMV
47	Siaha PDC	Sangau SDC	82	200	HMV
48	Sangau SDC	Siaha PDC	82	200	HMV
49	FSD Dharmanagar, Tripura	SC Kanhmun, Mizoram	33	58	HMV
50	FSD Dharmanagar, Tripura	PDC Zawlnuam, Mizoram	50	88	HMV
51	FSD Dharmanagar, Tripura	SC Rengdil, Mizoram	66	115	HMV
52	FSD Dharmanagar, Tripura	SC Kawrthah, Mizoram	75	131	HMV
53	FSD Dharmanagar, Tripura	SC Tuidam	85	149	HMV
54	FSD Dharmanagar, Tripura	SC Kawrte, Mizoram	91	159	HMV
55	FSD Dharmanagar, Tripura	PDC Mamit, Mizoram	115	201	HMV
56	FSD Dharmanagar, Tripura	SDC Bairabi, Mizoram	90	158	HMV
57	FSD Dharmanagar, Tripura	SDC W.Phaileng, Mizoram	140	245	HMV

ANNEXURE – V

[illegible]