

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

(MAIN ROUTES)

This Agreement is made on this day of, two thousand and between Shri/Smt..... S/o, D/o, W/o (hereinafter called the 'Second Party' 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 'First Party'), which expression shall include its successor or permitted assigns.

WHEREAS, the First Party has selected the Second party for transportation of foodstuff including loading/unloading and stocking of quintals, (the exact quantity to be determined by the First Party' from time to time) at the rate of Rs.....(Rupees.....) only per quintal for Main Routes and the Second party has agreed to undertake the work of transportation including loading/unloading and stocking within such period as may be specified by the First Party from time to time.

NOW, THEREFORE, these present WITNESSETH as follows: -

1. (a) The Second party 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.1000.00 (Rupees One Thousand) only per day will be realised from the bill of the Second party or from his Security Deposit for failure to place the required number of vehicles.
- (b) The Second party 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 Second party 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 second party 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 Second party shall take delivery of the foodstuff from Government Godown at the concerned Principal Distribution Centre on proper weighment and shall deliver the foodstuff at the destination to the Officer of the First Party 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 First Party and it shall be the sole responsibility of the Second party to arrange the same at his/her own cost.
4. (a) If the Second party 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 Second party. This does not, however preclude the First Party from imposing other penalties as per conditions laid down in other clauses of this agreement and Supply Manual.

(b) Apart from the above, the Second party may be penalised at the rate of Rs. 500/- (Rupees five hundred) only 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 Second party, 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 Second party's 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 Second party, the Second party 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 Second party(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 Second party/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 First Party reserves the right to appoint additional Second party(s) for any routes if the First Party finds it reasonably necessary. The appointed Second party(s) shall not have any right to object appointment of additional Second party(s) at any route(s).

(f) The First Party reserves the right to appoint additional Second party(s) if the First Party finds it reasonably necessary. The appointed Second party(s) shall have no right to object appointment of additional Second party(s) at any route(s).

5. (a) The Second party 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 shall 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 Second party as per conditions laid down in this Agreement.
- (b) In the event of death of the Second party while the terms of the Second party-ship are 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 Second party or in transit the Second party 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 First Party for a period of **1(one) year** during which tenders on behalf of the truck shall be rejected outright.

7. The Second party 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 Second party from any other amount payable to the Second party.
8. The First Party reserves the right to execute the work through other agency or agencies if the Second party 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 Second party in addition to any other penalty that may be imposed on him under the Agreement.
9. The Second party 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 Second party by e-Payment or by means of Account Payee cheque drawn in favour of the Second party. Conversion rates and other Administrative charges, if any, shall be borne by the Second party.
10. The Second party shall deposit **Rs.13,70,000/-** (Rupees thirteen lakh seventy thousand i.e. Rs 10,000/- per route) only as Security Deposit 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 Second party 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 Second party.
11. The Second party shall abide by the instruction that may be issued by the First Party /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, Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram. No power of attorney will be accepted.
14. The First Party reserves the right to distribute the work to more than one second party in order to maintain regular and uninterrupted movement of foodstuff.
15. The Second party 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 First Party, 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 Second party(s) shall strictly adhere to it.
18. Any suit/ dispute arising between the parties that is the Second party on the one hand and the First Party on the other, shall be instituted or tried only in the courts in Mizoram.

The Parties further agree to settle disputes through mediation as per the Mediation Act, 2023. The seat of mediation shall be Aizawl.

IN WITNESS WHEREOF Shri/Smt..
Second party and Shri/Smt. for and on behalf
of and by the order and direction of the First Party have signed this Agreement on the day and
year first above written.

(Name of Second party)

Secretary to the Govt. of Mizoram,
Food, Civil Supplies & Consumer Affairs Dept.

On behalf of the Governor
and in the presence of

WITNESSES

1. _____

WITNESSES

2. _____

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 **(2024 - 2025) issued by Land Revenue & Settlement Department.**
- ii.** Tax Clearance Certificate (2024 - 2025) issued by Taxation Department.
- iii.** List of at least 4 (four) 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 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 of not less than Rupees 50 lakhs for the last six months counting from the date of issuance of notice of EO/ Willingness or as term/fixed deposit of equivalent amount for the last 3 months.
- vi.** Bank Guarantee/Financial Soundness Certificate from RBI recognized bank.
- vii.** Earnest Money of Rs 10000/- (Rupees Ten Thousand) only per route.
- viii.** Residential Certificate from the respective Deputy Commissioner.
- ix.** Tribal Certificate.

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.
- 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 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 as showing the transaction of not less than Rupees 1 crore for the last six months counting from the date of issuance of notice of EO/ Willingness or as term/fixed deposit of equivalent amount for the last 3 months.
- vi. Bank Guarantee/Financial Soundness Certificate from RBI recognized bank
- vii. Earnest Money of Rs 20000/- (Rupees Twenty Thousand) only per route.

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

**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
FOR MAIN ROUTE**

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** should be submitted for all routes under Main Route without opting specific route.
4. **Willingness/Expression of Interest** may be submitted to the Director, Food, Civil Supplies & Consumer Affairs Department, Mizoram on all working days . **Any person who has submitted Willingness/ Expression of Interest or by his/her** authorised representatives may be present at the time of opening of the Expression of Interest. 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/EOI not submitted within the date and time fixed for receipt of the Willingness/EOI and in a form other than the prescribed form supplied by the Department will not be accepted.
5. **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. House Tax clearance Certificate (2024 - 2025) issued by Land Revenue & Settlement Department.
- ii. Tax Clearance Certificate (2024 - 2025) 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 of not less than Rupees 50 lakhs for the last six months counting from the date of issuance of notice of EOI/ Willingness or as term/fixed deposit of equivalent amount for the last 3 months.
- vi. Bank Guarantee/Financial Soundness Certificate from RBI recognized bank.
- vii. Earnest Money of Rs 10000/- (Rupees Ten Thousand) only per route.
- viii. Residential Certificate from the respective Deputy Commissioner.
- ix. Tribal Certificate.

c) For non-Scheduled Tribe Persons

- i. Court Fee Stamp.
 - 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 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 as showing the transaction of not less than Rupees 1 crore for the last six months counting from the date of issuance of notice of EOI/ Willingness or as term/fixed deposit of equivalent amount for the last 3 months.
 - vi. Bank Guarantee/Financial Soundness Certificate from RBI recognized bank
 - vii. Earnest Money of Rs 20000/- (Rupees Twenty Thousand) only per route.
6. 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/Department to utilise any or all of the routes specified in Annexure-II.
7. 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.
8. **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.
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. **The selected Contractor(s) will be responsible for loading and unloading of foodstuff carried by him/her at the destination godown**

11. Approved list of distance and rate for carriage of foodstuff under Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram is attached as Annexure-II.
12. **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-IV 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.
13. **Selection of person(s) submitting willingness/Expression of Interest for appointment as Carrying Contractor(s) will be done after scrutiny of documents submitted.**
14. 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.
15. 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'.**
16. Once the willingness is accepted and acceptance communicated to the selected person, it shall not be **transferable** to any other person.
17. **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.
18. The **valid Expression of Interest and selected** contractors will have to furnish **Rs.13,70,000/-** (Rupees thirteen lakh seventy thousand i.e. Rs 10,000/- per route) only 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.
19. 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-VIII(a) 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.
20. 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.
21. 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.

22.

- 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.1000.00 (Rupees One Thousand) 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.500.00 (Rupees Five 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 numbers of manpower at the designated locations/godown

23. 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.

24. 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.

25. 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.

26. All trucks placed for taking load should have valid documents.

27. Drivers of trucks placed for taking load should have valid professional driving license, Voter's ID/Aadhaar.

28. 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.

29. 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.

30.

- 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 it is open, in the interest of public service, for the Government/Department to appoint new Carrying Contractor from amongst other carrying contractors 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/liable 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 charges will be the sole responsibility of the carrying contractor(s) so appointed.

31. The appointed Contractor shall 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 Carrying 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.

32. 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.
33. 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.
34. 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 Public Distribution System items to the beneficiaries in time.
 - b) There is in the opinion of the government a necessity for such an exercise for the Public Distribution System to function as per law provided.
35. No power of attorney will be accepted.
36. 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.
37. 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.
38. 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.
39. 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 Carrying Contractors.
40. The contractors will be solely liable to penalisation for any pilferage that occurs during transportation of food grains
41. 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.
42. 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.

ANNEXURE- II**APPROVED LIST & RATE OF MAIN ROUTES**

Sl. No.	Name of Route		Distance (in KM)	Mode of transportation	Approved rate (Rs.)
	From	To	1	2	3
1	GMG (PDC) Zuangtui	Aibawk PDC	30	HMV	105.00
2	GMG (PDC) Zuangtui	Saitual PDC	72	HMV	160.00
3	GMG (PDC) Zuangtui	Phullen SDC	115	HMV	247.00
4	GMG (PDC) Zuangtui	Serchhip SDC	102	HMV	224.00
5	GMG (PDC) Zuangtui	Chhingchhip SC	74	HMV	164.00
6	GMG (PDC) Zuangtui	Thenzawl SDC	91	HMV	182.00
7	GMG (PDC) Zuangtui	Champhai PDC	166	HMV	350.00
8	GMG (PDC) Zuangtui	Kawlkulh PDC	110	HMV	244.00
9	GMG (PDC) Zuangtui	Khawzawl SDC	127	HMV	274.00
10	GMG (PDC) Zuangtui	Ngopa SDC	179	HMV	323.00
11	GMG (PDC) Zuangtui	Mamit PDC	93	HMV	186.00
12	GMG (PDC) Zuangtui	W.Phaileng SDC	84	HMV	172.00
13	GMG (PDC) Zuangtui	Marpara SC	166	HMV	312.00
14	GMG (PDC) Zuangtui	Kawrtethawveng SC	121	HMV	256.00
15	GMG (PDC) Zuangtui	Tuidam SC	112	HMV	240.00
16	GMG (PDC) Zuangtui	Kawrtah SC	122	HMV	233.00
17	GMG (PDC) Zuangtui	Rengdil SC	130	HMV	249.00
18	GMG (PDC) Zuangtui	Zawlnuam PDC	145	HMV	278.00
19	GMG (PDC) Zuangtui	Kanhmun SC	162	HMV	308.00
20	GMG (PDC) Zuangtui	Lunglei PDC	177	HMV	319.00
21	GMG (PDC) Zuangtui	Haulawng SC	133	HMV	266.00
22	GMG (PDC) Zuangtui	Mualthuam SC	125	HMV	250.00
23	GMG (PDC) Zuangtui	Hnahthial SDC	162	HMV	310.00
24	GMG (PDC) Zuangtui	Tawipui 'S' SC	219	HMV	383.00
25	GMG (PDC) Zuangtui	Lawngtlai PDC	251	HMV	439.00
26	GMG (PDC) Zuangtui	Saiha PDC	310	HMV	536.00
27	GMG (PDC) Zuangtui	Kawlchaw SDC	284	HMV	482.00
28	GMG (PDC) Zuangtui	Tuipang SC	308	HMV	586.00
29	GMG (PDC) Zuangtui	Tuipuibari SC	124	HMV	312.00
30	FCI (FSD) Tanhril	Zuangtui PDC	5	HMV	100.00
31	FCI (FSD) Tanhril	Aibawk PDC	32	HMV	112.00
32	FCI (FSD) Tanhril	Saitual PDC	80	HMV	170.00
33	FCI (FSD) Tanhril	Serchhip SDC	117	HMV	234.00
34	FCI (FSD) Tanhril	Chhingchhip SC	72	HMV	174.00
35	FCI (FSD) Tanhril	Thenzawl SDC	93	HMV	186.00
36	FCI (FSD) Tanhril	Champhai PDC	177	HMV	359.00
37	FCI (FSD) Tanhril	Khawzawl SDC	135	HMV	283.00
38	FCI (FSD) Tanhril	Kawlkulh PDC	118	HMV	254.00
39	FCI (FSD) Tanhril	Mamit PDC	81	HMV	198.00
40	FCI (FSD) Tanhril	West Phaileng SDC	75	HMV	188.00
41	FCI (FSD) Tanhril	Silsury SC	151	HMV	459.00
42	FCI (FSD) Tanhril	Zawlnuam PDC	134	HMV	278.00
43	FCI (FSD) Tanhril	Tuidam SC	102	HMV	240.00

44	FCI (FSD) Tanhril	Rengdil SC	119	HMV	249.00
45	FCI (FSD) Tanhril	Kawrtethawveng SC	110	HMV	256.00
46	FCI (FSD) Tanhril	Kawrtah SC	110	HMV	258.00
47	FCI (FSD) Tanhril	Kanhmun SC	152	HMV	299.00
48	FCI (FSD) Tanhril	Lunglei PDC	176	HMV	319.00
49	FCI (FSD) Tanhril	Hnahthial SDC	165	HMV	310.00
50	FCI (FSD) Tanhril	Lawngtlai PDC	248	HMV	439.00
51	FCI (FSD) Tanhril	Siaha PDC	306	HMV	535.00
52	FCI (FSD) Tanhril	Marpara SC	154	HMV	277.00
53	FCI (FSD) Tanhril	Tuipuibari SC	112	HMV	253.00
54	FCI(FSD) Rengtekawn	Vairengte SDC	38	HMV	115.00
55	FCI(FSD) Rengtekawn	Kolasib PDC	5	HMV	70.00
56	FCI(FSD) Rengtekawn	Kawnpui SC	28	HMV	109.00
57	FCI(FSD) Rengtekawn	Lungdai SC	56	HMV	140.00
58	FCI(FSD) Rengtekawn	Zuangtui PDC	94	HMV	188.00
59	FCI(FSD) Rengtekawn	Saitual PDC	158	HMV	285.00
60	FCI(FSD) Rengtekawn	Serchhip SDC	194	HMV	357.00
61	FCI(FSD) Rengtekawn	Champhai PDC	260	HMV	457.00
62	FCI(FSD) Rengtekawn	Khawzawl SDC	220	HMV	409.00
63	FCI(FSD) Rengtekawn	Kawlkulh PDC	199	HMV	351.00
64	FCI(FSD) Rengtekawn	Lunglei PDC	255	HMV	446.00
65	FCI(FSD) Rengtekawn	Hnahthial SDC	239	HMV	418.00
66	FCI(FSD) Rengtekawn	Lawngtlai PDC	330	HMV	561.00
67	FCI(FSD) Rengtekawn	Siaha PDC	390	HMV	680.00
68	FCI (FSD) Bualpui	Kolasib PDC	17	HMV	100.00
69	FCI (FSD) Bualpui	Kawnpui SC	5	HMV	72.00
70	FCI(FSD) Bualpui	Lungdai PDC	32	HMV	112.00
71	FCI(FSD) Bualpui	Zuangtui PDC	59	HMV	150.00
72	FCI(FSD) Bualpui	Saitual PDC	135	HMV	270.00
73	FCI(FSD) Bualpui	Serchhip SDC	170	HMV	310.00
74	FCI(FSD) Bualpui	Champhai PDC	236	HMV	444.00
75	FCI(FSD) Bualpui	Khawzawl SDC	195	HMV	376.00
76	FCI(FSD) Bualpui	Kawlkulh PDC	178	HMV	333.00
77	FCI(FSD) Bualpui	Lunglei PDC	234	HMV	409.00
78	FCI(FSD) Bualpui	Hnahthial SDC	220	HMV	406.00
79	FCI(FSD) Bualpui	Lawngtlai PDC	308	HMV	533.00
80	FCI(FSD) Bualpui	Siaha PDC	365	HMV	657.00
81	FCI (FSD) Bairabi	Bairabi SDC	1	HMV	60.00
82	FCI (FSD) Bairabi	Vairengte SDC	70	HMV	183.00
83	FCI (FSD) Bairabi	Kolasib PDC	30	HMV	123.00
84	FCI (FSD) Bairabi	Zuangtui GMG PDC	124	HMV	248.00
85	FCI (FSD) Bairabi	Saitual PDC	194	HMV	355.00
86	FCI (FSD) Bairabi	Champhai PDC	290	HMV	521.00
87	FCI (FSD) Bairabi	Khawzawl SDC	250	HMV	453.00
88	FCI (FSD) Bairabi	Kawlkulh PDC	232	HMV	409.00
89	FCI (FSD) Bairabi	Mamit PDC	40	HMV	100.00
90	FCI (FSD) Bairabi	Silsury SC	155	HMV	443.00
91	FCI (FSD) Bairabi	Pukzing SC	145	HMV	261.00
92	FCI (FSD) Bairabi	Kanhmun SC	57	HMV	145.00
93	FCI (FSD) Bairabi	Zawlnuam SC	40	HMV	105.00

94	FCI (FSD) Bairabi	Rengdil SC	34	HMV	99.00
95	FCI (FSD) Bairabi	Kawrthah SC	42	HMV	105.00
96	FCI (FSD) Bairabi	Tuidam SC	52	HMV	130.00
97	FCI (FSD) Bairabi	Kawrtethawveng SC	59	HMV	148.00
98	FCI (FSD) Bairabi	Serchhip SDC	223	HMV	390.00
99	FCI (FSD) Bairabi	Lunglei PDC	286	HMV	486.00
100	FCI (FSD) Bairabi	Hnahthial SDC	274	HMV	477.00
101	FCI (FSD) Bairabi	Lawngtlai PDC	363	HMV	629.00
102	FCI (FSD) Bairabi	Siaha PDC	421	HMV	748.00
103	FCI (FSD) Lunglei	Lunglei PDC	1	HMV	60.00
104	FCI (FSD) Lunglei	Hnahthial SDC	60	HMV	150.00
105	FCI (FSD) Lunglei	Tlabung SDC	84	HMV	250.00
106	FCI (FSD) Lunglei	Lungsen SC	53	HMV	162.00
107	FCI (FSD) Lunglei	Chawngte SC	94	HMV	269.00
108	FCI (FSD) Lunglei	Borapansury SC	121	HMV	350.00
109	FCI (FSD) Lawngtlai	Lawngtlai PDC	3.4	HMV	60.00
110	FCI (FSD) Lawngtlai	Kawlchaw SDC	34	HMV	90.00
111	FCI (FSD) Lawngtlai	Saiha PDC	58	HMV	175.00
112	FCI (FSD) Lawngtlai	Maubawk SC	46	HMV	115.00
113	FCI (FSD) Lawngtlai	Tuipang SDC	58	HMV	246.00
114	FCI (FSD) Lawngtlai	Sangau SDC	138	HMV	383.00
115	FCI (FSD) Lawngtlai	Vaseikai SDC	103	HMV	294.00
116	PDC Lawngtlai	Tuipang SDC	60	HMV	246.00
117	GMG (PDC) Zuangtui	Buarpui SC	139	HMV	280.00
118	FCI (FSD) Tanhril	Buarpui SC	136	HMV	284.00
119	FCI (FSD) Tanhril	Hmuifang SC	60	HMV	112.00
120	FCI (FSD) Tanhril	Sialsuk SC	71	HMV	128.00
121	FCI (FSD) Tanhril	Haulawng SC	136	HMV	245.00
122	FCI (FSD) Tanhril	Mualthuam SC	127	HMV	229.00
123	FCI (FSD) Lawngtlai	Zawngling SC	71	MMV/LMV	316.00
124	FCI (FSD) Lawngtlai	Bualpui NG SC	78	HMV/MMV	312.00
125	FCI (FSD) Lawngtlai	S Lungpher SC	90	HMV/MMV	380.00
126	FCI (FSD) Lawngtlai	Vawmbuk SC	98	HMV/MMV	432.00
127	FCI (FSD) Sairang	Zuangtui PDC	27	HMV	140.00
128	FCI (FSD) Sairang	Aibawk PDC	53	HMV	152.00
129	FCI (FSD) Sairang	Saitual PDC	94	HMV	210.00
130	FCI (FSD) Sairang	Champhai PDC	196	HMV	399.00
131	FCI (FSD) Sairang	Kawlkulh PDC	132	HMV	294.00
132	FCI (FSD) Sairang	Mamit PDC	72	HMV	158.00
133	FCI (FSD) Sairang	Zawlnuam PDC	124	HMV	238.00
134	FCI (FSD) Sairang	Lunglei PDC	194	HMV	359.00
135	FCI (FSD) Sairang	Lawngtlai PDC	263	HMV	479.00
136	FCI (FSD) Sairang	Siaha PDC	324	HMV	575.00
137	FCI (FSD) Sairang	West Phaileng SDC	63	HMV	148.00