

**GOVERNMENT OF MIZORAM
FOOD, CIVIL SUPPLIES & CONSUMER AFFAIRS**

NOTICE INVITING TENDER

Dated Aizawl, the 18th September, 2017.

No.S.11014/1/2017-FCS&CA : Sealed tenders are invited on behalf of the Governor of Mizoram from interested persons/bonafide citizens of India to carry foodstuffs as per Terms and Conditions as shown in Annexure-I in respect of Main Routes as shown in Annexure-II, during the period from **2017 to 2018**. The tender will be received by the Director, FCS&CA upto **10th October, 2017(Tuesday)** and will be opened by him on the same date at **12:00 NOON**.

The Tenders should be submitted in the prescribed format appended in Annexure- III. The tenders submitted by Non-Tribals shall be affixed with court fee stamp worth Rs.7.50 and Income Tax Clearance Certificate should accompany the tender. Tenders submitted by Scheduled Tribe Tenderers residing in Mizoram should be accompanied by House Tax Payee Certificate and Tax Clearance Certificate.

Carrying Rates, Terms and Conditions and other details can be seen in the Office of the Director, Food, Civil Supplies & Consumer Affairs on all working days within office hours.

Sd/- H.L.ROCHUNGNUNGA

Secretary to the Govt. of Mizoram,

Food, Civil Supplies & Consumer Affairs

Memo No.S.11014/1/2017-FCS&CA

Dated Aizawl, the 18th September, 2017.

Copy to :-

1. P.S. to Minister of Food, Civil Supplies & Consumer Affairs for information of Minister.
2. P.S. to Parliamentary Secretary, Food, Civil Supplies & Consumer Affairs for information of Parliamentary Secretary.
3. Secretary, Food, Civil Supplies & Consumer Affairs Dept. for information and necessary action.
4. The Director, I&PR, Mizoram, Aizawl with a request to publish the abbreviated Tender Notice in 3(three) each of Local Daily Newspapers of Aizawl/Lunglei/Saiha/Champhai/Serchhip/Mamit/Kolasib/Lawngtlai.
5. All DCSOs for information and necessary action.
6. Web Manager – to upload the Notice in FCS&CA. Department website.www.fcscamizoram.gov.in
7. Notice Board.
8. Guard File.


(VANRAMMAWII)

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

ABBREVIATED SHORT TENDER NOTICE

Short Sealed Tenders are invited on behalf of the Governor of Mizoram and will be received by the Director, Food, Civil Supplies & Consumer Affairs Department upto **10th October, 2017(Tuesday)** and will be opened by them on the same day at **12:00 NOON** for carrying foodstuff for Main Routes. Details can be seen in the Office of the Director, Food, Civil Supplies & Consumer Affairs Department and in the Department website www.fcscamizoram.gov.in.


(H.L. ROCHUNGNUNGA)

Secretary to the Govt. of Mizoram,

Food, Civil Supplies & Consumer Affairs Department.

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

(MAIN ROUTES)

1. Tenderer(s) should submit separate tender for each route and amount of Earnest Money of 2% (two percent) of the estimated value of the work 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 should be enclosed with each Tender. Earnest Money in cash will not be accepted in any circumstances. Adjustment of Earnest Money lying with the Food, Civil Supplies & Consumer Affairs Department in respect of other contract/tender is not permissible. Tenders received without Earnest Money are liable to rejection. Earnest Money will be liable to forfeiture in case the successful Tenderers fail to execute an agreement within 15 days from the date of issue of communication regarding acceptance of his/her/their tender. Withdrawal/amendment of tender after closing of the tender box will not be allowed and will be liable to forfeiture of Earnest Money.

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

TENDER FOR CARRIAGE OF FOODSTUFF (MAIN ROUTE)
FROM _____ TO _____

In case of tenders sent by post, such tenders should be sent in registered post with acknowledgement due. The tenders should reach the Director, Food, Civil Supplies & Consumer Affairs Department, Mizoram, Aizawl within the date and time fixed for the receipt of the tenders.

3. Tenders as prescribed by the Department appended herewith at Annexure - III have to be submitted to the Director, Food, Civil Supplies & Consumer Affairs, Mizoram, Aizawl from _____ and will be opened by him on the same day at _____. Tenderer(s) or their authorised representatives are advised to be present at the time of opening of Tenders. Form of the Tender can be had from the office of the Director, Food, Civil Supplies & Consumer Affairs, Mizoram, Aizawl on any working day. Tender not submitted within the date and time fixed for receipt of the Tender and in a form other than the form supplied by the Department will not be accepted.

4. The Tenderer should submit the following documents along with his/her tender. Photocopies will not be accepted unless duly attested.

(A) 2 (two) copies of his/her passport size Photograph along with his/her Tender.

(B) For Scheduled Tribe Tenderers:

- 1) House Tax Payee Certificate (2016 - 2017)
- 2) Tax Clearance Certificate (2016 - 2017)
- 3) List of Vehicles at least 6(six) numbers of Vehicle belonging to the Tenderer(s) certified by D.T.O/MVI with relevant documents belonging to the Tenderers
- 4) Bank Statement of his/her Account as showing the transaction for the last six months having 100 lakhs as term/fixed deposit.
- 5) Residential Certificate from the respective Deputy Commissioner

(C) **For non-Scheduled Tribe Tenderers**

- 1) Court Fee Stamp of Rs.7.50
 - 2) Income Tax Clearance Certificate (Original or attested copy)
 - 3) List of Vehicles at least 8(eight) numbers of Vehicle belonging to the Tenderer(s) certified by D.T.O/MVI with relevant documents belonging to the Tenderers.
 - 4) Bank Statement of his/her Account showing the transaction for the last six months at least having 200 lakhs as term/fixed deposit.
5. The quantity of foodstuffs to be carried under each route will be specified from time to time and will be subject to alteration as per requirement. It will be the sole discretion of the Government to utilise any or all of the routes specified in Annexure-II.
6. It shall be open to the 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 direction of such Officer at the accepted rate as provided in the agreement.
7. Tender/Quotation in the name of any Firm/Association is not permissible. Every tender must be in the name of an individual.
8. The Tenderer(s) should have at least six vehicles in his/her own name in the case of Scheduled Tribe Tenderers, and eight vehicles in the case of non- Scheduled Tribe Tenderers viz. Trucks/Heavy Vehicles and should submit an authenticated photo copy of his/her/their Truck/Mini Truck/Jeep/Medium Vehicle Registration documents along with his Tender.
9. The undersigned in no way is bound to accept the lowest or any of the Tenders and reserves the right to accept or reject any of the Tenders without assigning any reason thereof.
10. The Tenderer(s) should quote rates of carriage in terms of per quintal from Government Godown up to the destination. The Selected Contractor(s) will be responsible for loading/unloading and stacking of foodstuff in the Godown at the destination. The rate of carriage should be quoted both in figures and in words. All corrections/alterations in the tender should be attested by putting full signature by the Tenderer(s).
11. Approved Distances and Ceiling Rates of foodstuff under Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram is attached as Annexure-II.
12. Tender/Quotation of distance and carrying rate higher than the ceiling rates fixed by the Department under Annexure – II shall summarily be rejected.
13. No appointment of carrying contractor will be made unless he/she is a valid Tenderer. However, all valid Tenderers need not necessarily be appointed as Carrying Contractors.
14. The Government reserves the right to appoint only Tenderers which in its opinion are reliable in all respects, as Carrying Contractors. Government reserves the right to appoint additional Carrying Contractor from valid Tenderers as deemed necessary.
15. The Government will determine number of contractors to be appointed for each route depending upon the requirement of concerned centres.
16. Once the tender is accepted and acceptance communicated to the Tenderer, it shall not be transferable to any other person.

17. The successful Tenderers will have to furnish, for each route, a security deposit of 5% (five percent) of the value of Contract as performance security. The Security Deposit shall have to be furnished in the form of either Bank Fixed Deposit or Post Office Saving Bank Account or National Saving Certificate, duly pledged in the name of Secretary to the Govt. of Mizoram, Food, and 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 successful Tenderer(s) and the Government of Mizoram.

18. The successful Tenderers(s) will have to **execute an agreement** with the Government of Mizoram, Food, Civil Supplies & Consumer Affairs after his/her/their selection indemnifying the Government for any loss or damage that may occur while the foodstuff in his/her/their custody/transit *and* shall be subject to penalisation as per Paragraph 30 of the terms and conditions laid out herein.

19. Once the contractor 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 will be allowed to carry controlled items under Food, Civil Supplies & Consumer Affairs Department, Government of Mizoram. Other vehicles will be allowed only in cases of emergencies and other exigencies after a written permission for the use of such vehicle is obtained from the Director, Food, and Civil Supplies & Consumer Affairs Department.

21. (a) The Contractor shall place required number of vehicles as per programme given by the Director, Food, Civil Supplies & Consumer Affairs or any other officer authorised by him. A penalty of Rs.500.00 (Rupees Five Hundred only) per day will be realised from the bill of the Contractor or from his Security Deposit for failure to place the required number of vehicles. However, the Department is not bound to give load to carrying contractor if requirement of a particular route is achieved, or rice to be despatched is not available.

(b) The Contractor shall place required number of manpower as per programme given by the Director, Food, Civil Supplies & Consumer Affairs or any other officer authorised by him. A penalty of Rs.300.00 (Rupees Three hundred) only per day for each 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.

22. The contract will be initially for a period of 1 (or) e year from the date of appointment. The contract may be extendable beyond the period of 1 (one) year for carrying foodstuff for another specified period or till fresh tenders are invited and contractor appointed for carriage of foodstuff for the subsequent period/terms, and agreement signed by carrying contractor at the initial appointment shall be binding for extended period.

23. Notwithstanding the period of appointment of Contractor and other provisions contained in the tender, the appointed Contractor(s) shall have to lift, carry and deliver the required quantity of foodstuff to a particular destination within a specific period as may be intimated to the Contractor(s) from time to time by the Director, Food, Civil Supplies & Consumer Affairs, Aizawl or his authorised Officer.

24. The contractor should start the work within 2 (two) days from the date of issue of the work order after signing the agreement within the stipulated time.

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

26. Drivers of trucks placed for taking load should have valid professional driving license.

27. If a truck, after taking load could not proceed to designated centres for any reasons within 5(five) days without the knowledge of the authority, the truck will be black listed for a period of one month and if found necessary the period will be extendable for 7(seven) days at a time.

28. The Government will realise the amount of loss as may be assessed by the undersigned if the successful Tenderer fails to execute the agreement within the stipulated period and or puts the Government to loss and inconvenience by not despatching adequate stock of foodstuff at the destinations or otherwise by his/her/their conduct concerning the contract.

29. (a) If the Contractor fails to comply with or fails to complete the works as mentioned above as per direction without satisfactory and acceptable valid ground, the contract will be cancelled and Security Money will be forfeited to the Government without giving any notice to the defaulting Contractor. This does not, however, preclude the Government from taking other penal actions as per clauses mentioned in this 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 second lowest bidders in his/her quoted rate. The terminated Carrying Contractor shall not be entitled to claim a fresh offer of appointment.

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

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

(a) RICE/FOODSTUFF:

- | | | | |
|------|-------------------------------|---|--|
| i) | For Loss of 0.5% and below | - | Prevailing 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 at an prevailing procurement price of Non-NFSA Rice at the time of accident, as may be considered necessary by the competent authority.

(b) Upon any penalisation under this section the truck 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.

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 food stuff from him/her as per Paragraph 30.

32. During the period of validity of the contract, it shall not be open to the contractor to ask for higher or other rate for the same route on the plea that the road is damaged or blocked or dangerous to ply on due to rains, etc.
33. The Government of Mizoram reserves the right to execute the work through any other agencies, if the appointed contractor fails to execute the work in whole or part for any reason at his risk and cost. The extra expenditure that may be involved in completing the transportation shall be recovered from the appointed contractor in addition to any other penalty that may be imposed. The government reserves the right to appoint any non-Tenderer vehicle at the carrying rate approved by the govt. in effect at the moment if.
- (i) The government cannot without the use of such vehicle supply PDC items to the beneficiaries in time.
 - (ii) There is in the opinion of the government a necessity for such an exercise for the PDS to function as per law provided.
34. No power of attorney will be accepted.
35. 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.
36. In the event of any dispute or controversy relating to this contract between the Director, Food, Civil Supplies & Consumer Affairs Department and the contractor, the same shall be referred to the Secretary, Food, Civil Supplies & Consumer Affairs Department, Govt. of Mizoram whose decision in the matter shall be final and binding on both the parties.
- Any suit/ dispute arising between the parties that is the Contractor on the one hand and the State Government of Mizoram on the other, irrespective of place or residence of the Contractor will be tried in the courts in Mizoram.
37. As per the Hon'ble Supreme Court's order Dated 09.11.2005 [WP (C).136/2003]; provisions relating to overloading of vehicles under the Motor Vehicles Act 1988; Central Motor Vehicles Rules 1989 and notifications issued by the Ministry of Surface Transport (Department of Road Transport and Highways) (Transport Wing) shall be strictly adhered to by all Carriage Contractors.
38. The contractors will be solely liable to penalise for any pilferage that occurs during transportation of food grains.
39. Disqualification conditions:
- (a). Tenderer 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 Tenderer 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 Tenderer will be ineligible.
 - (c). Any Tenderer 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). While considering ineligibility arising out of any of the above clauses, incurring of any disqualification will render the Tender disqualified.
40. In addition to any of the clauses contained in this document, any Tenderer 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.

MAIN ROUTES

ZONE - I

Sl. No.	Name of Route		Distance (in km)	Category	Approved Ceiling Rate (in Rs/Qtl)	Approx. Annual requirement (in Qtls.)	2% of estimated value (Earnest money)	5% of estimated value (performance Security)
1	2	3	4	5	6	7	8	9
1	GMG (PDC) Zuangtui	Aibawk PDC	30	I	60	6668.76	8000.00	20000.00
2	GMG (PDC) Zuangtui	Lungdai SC	27	I	54	7067.76	8000.00	19000.00
3	GMG (PDC) Zuangtui	Kawnpui SDC	54	I	86	14368.32	24000.00	62000.00
4	GMG (PDC) Zuangtui	Kolasib SDC	83	I	133	38149.92	101000.00	254000.00
5	GMG (PDC) Zuangtui	Vairengte SDC	132	I	198	18437.76	73000.00	183000.00
6	FCI (FSD) Rengtekawn	Kolasib PDC	4	I	40	38149.92	31000.00	76000.00
7	FCI (FSD) Rengtekawn	Vairengte SDC	49	I	86	18437.76	32000.00	79000.00
8	FCI (FSD) Bualpui	Lungdai SDC	32	I	58	7067.76	8000.00	20000.00
9	FCI (FSD) Bualpui	Kawnpui SC	14	I	46	14368.32	13000.00	33000.00
10	FCI (FSD) Bualpui	Kolasib PDC	24	I	48	38149.92	37000.00	92000.00
Grand Total							335000.00	838000.00

MAIN ROUTES

ZONE - II

Sl. No.	Name of Route		Distance (in km)	Category	Approved Ceiling Rate (in Rs/Qtl)	Approx. Annual requirement (in Qtls.)	2% of estimated value (Earnest money)	5% of estimated value (performance Security)
1	2	3	4	5	6	7	8	9
1	GMG (PDC) Zuangtui	Chhingehhip SC	88	I	141	13356.12	38000.00	90000.00
2	GMG (PDC) Zuangtui	Thenzawl SDC	88	I	141	11214.24	32000.00	79000.00
3	GMG (PDC) Zuangtui	Lunglei PDC	175	I	263	66124.32	35000.00	870000.00
4	GMG (PDC) Zuangtui	Serchhip Enroute Centre	112	I	168	26659.32	90000.00	224000.00
5	GMG (PDC) Zuangtui	Hnahthial Enroute Centre	172	I	258	15999.84	83000.00	210000.00
6	GMG (PDC) Zuangtui	Haulawng SC	135	I	203	4149.96	17000.00	42000.00
7	GMG (PDC) Zuangtui	Mualthuam SC	125	I	188	2540.28	10000.00	24000.00
8	GMG (PDC) Zuangtui	Tlabung SDC	268	I	402	22758.36	183000.00	46000.00
9	FCI (FSD) Tanhril	Chhingehhip SC	93	I	149	13356.12	40000.00	100000.00
10	FCI (FSD) Tanhril	Thenzawl SDC	93	I	149	11214.24	33000.00	84000.00
11	FCI (FSD) Tanhril	Hnahthial SDC	177	I	266	15999.84	85000.00	213000.00
12	FCI (FSD) Tanhril	Serchhip SDC	117	I	176	26659.32	94000.00	235000.00
13	FCI (FSD) Lunglei	Lunglei PDC	4	I	40	66124.32	53000.00	132000.00
14	FCI (FSD) Lunglei	Hnahthial SDC	60	I	90	15999.84	29000.00	72000.00
15	FCI (FSD) Lunglei	Lawngtlai PDC	80	I	128	35427.6	91000.00	227000.00
Grand Total							913000.00	2648000.00

MAIN ROUTES

ZONE - III

Sl. No.	Name of Route		Distance (in km)	Category	Approved Ceiling Rate (in Rs/Qtl)	Approx. Annual requirement (in Qtls.)	2% of estimated value (Earnest money)	5% of estimated value (performance Security)
1	2	3	4	5	6	7	8	9
1	GMG (PDC) Zuangtui	Lawngtlai PDC	249	I	374	35427.6	265000.00	662000.00
2	GMG (PDC) Zuangtui	Saiha SDC	324	I	486	33564.24	326000.00	816000.00
3	GMG (PDC) Zuangtui	Kawlchaw SDC	281	I	422	4271.28	36000.00	90000.00
4	GMG (PDC) Zuangtui	Maubawk SC	130	I	195	1918.56	7000.00	19000.00
5	FCI (FSD) Lawngtlai	Lawngtlai PDC	4	I	40	35427.6	28000.00	71000.00
6	FCI (FSD) Lawngtlai	Kawlchaw SDC	33	I	59	4271.28	5000.00	13000.00
7	FCI (FSD) Lawngtlai	Saiha SDC	76	I	122	33564.24	82000.00	205000.00
8	FCI (FSD) Lawngtlai	Tuipang SDC	96	I	154	8695.44	27000.00	67000.00
9	FCI (FSD) Lawngtlai	Maubawk SC	62	I	99	1918.56	4000.00	9000.00
10	FCI (FSD) Lawngtlai	Zawngling SC	112	I	168	1925.64	6000.00	16000.00
Grand Total							786000.00	1968000.00

MAIN ROUTES

ZONE - IV

Sl. No.	Name of Route		Distance (in km)	Category	Approved Ceiling Rate (in Rs/Qtl)	Approx. Annual requirement (in Qtls.)	2% of estimated value (Earnest money)	5% of estimated value (performance Security)
1	2	3	4	5	6	7	8	9
1	GMG (PDC) Zuangtui	Saitual PDC	80	I	128	20262.00	52000.00	130000.00
2	GMG (PDC) Zuangtui	Champhai PDC	194	I	291	50105.64	292000.00	730000.00
3	GMG (PDC) Zuangtui	Kawlkulh PDC	122	I	183	7900.20	29000.00	72000.00
4	GMG (PDC) Zuangtui	Khawzawl Enroute	150	I	225	19485.48	88000.00	219000.00
5	GMG (PDC) Zuangtui	Tuipuibari SC	174	I	261	15641.64	82000.00	205000.00
6	FCI (FSD) Tanhril	Zuangtui PDC	10	I	40		0.00	0.00
7	FCI (FSD) Tanhril	Aibawk PDC	35	I	63	6668.76	8000.00	21000.00
8	FCI (FSD) Tanhril	Rawpuichhip SC	65	I	104	4792.80	10000.00	25000.00
9	FCI (FSD) Tanhril	Zawlnuam PDC	176	I	264	6138.36	32000.00	81000.00
10	FCI (FSD) Tanhril	Tuidam SC	139	I	209	4795.08	20000.00	50000.00
11	FCI (FSD) Tanhril	Rengdil SC	159	I	239	6477.12	31000.00	77000.00
12	FCI (FSD) Tanhril	Kawrtethawveng SC	148	I	222	5612.04	25000.00	62000.00
13	FCI (FSD) Tanhril	Kawrthah SC	149	I	224	3477.12	16000.00	39000.00
14	FCI (FSD) Tanhril	West Phaileng SC	105	I	158	13481.16	43000.00	107000.00
15	FCI (FSD) Tanhril	Marpura SC	188	I	282	10326.24	58000.00	146000.00
16	FCI (FSD) Tanhril	Mamit SC	112	I	168	16850.64	57000.00	142000.00

MAIN ROUTES

ZONE - IV

Sl. No.	Name of Route		Distance (in km)	Category	Approved Ceiling Rate (in Rs/Qtl)	Approx. Annual requirement (in Qtls.)	2% of estimated value (Earnest money)	5% of estimated value (performance Security)
1	2	3	4	5	6	7	8	9
17	FCI (FSD) Tanhril	Tuipuibari SC	169	I	254	15641.64	80000.00	199000.00
18	FCI (FSD) Tanhril	Saitual PDC	85	I	136	20262.00	55000.00	138000.00
19	FCI (FSD) Tanhril	Kawlkulh PDC	127	I	191	7900.20	30000.00	75000.00
20	FCI (FSD) Tanhril	Champhai PDC	199	I	299	50105.64	300000.00	749000.00
21	FCI (FSD) Tanhril	Khawzawl SDC	155	I	233	19485.48	91000.00	227000.00
Grand Total							1399000.00	3494000.00

**MAIN ROUTES
ZONE - V**

Sl. No.	Name of Route		Distance (in km)	Category	Approved Ceiling Rate (in Rs/Qtl)	Approx. Annual requirement (in Qtls.)	2% of estimated value (Earnest money)	5% of estimated value (performance Security)
1	2	3	4	5	6	7	8	9
1	GMG (PDC) Zuangtui	Zawlnuam PDC	181	I	272	6138.36	33000.00	83000.00
2	GMG (PDC) Zuangtui	Tuidam SC	144	I	216	4795.08	21000.00	52000.00
3	GMG (PDC) Zuangtui	Rengdil SC	164	I	246	6477.12	32000.00	80000.00
4	GMG (PDC) Zuangtui	Kawrtethawveng SC	153	I	230	5612.04	26000.00	65000.00
5	GMG (PDC) Zuangtui	Kawrthah SC	154	I	231	3477.12	16000.00	40000.00
6	GMG (PDC) Zuangtui	Mamit SC (Proposed PDC)	117	I	176	16850.64	59000.00	148000.00
7	GMG (PDC) Zuangtui	W.Phaileng SDC	110	I	165	13481.16	44000.00	111000.00
8	GMG (PDC) Zuangtui	Marpara SC	193	I	299	10326.24	62000.00	154000.00
9	GMG (PDC) Zuangtui	Kanhamun SC	197	I	296	5073.12	30000.00	75000.00
Grand Total							323000.00	808000.00

**MAIN ROUTES
ZONE - VI**

Sl. No.	Name of Route		Distance (in km)	Category	Approved Ceiling Rate (in Rs/Qtl)	Approx. Annual requirement (in Qtls.)	2% of estimated value (Earnest money)	5% of estimated value (performance Security)
1	2	3	4	5	6	7	8	9
1	FCI (FSD) Bairabi	Kawrthah SC	69	I	110	3477.12	8000.00	19000.00
2	FCI (FSD) Bairabi	Tuidam SC	79	I	126	4795.08	12000.00	30000.00
3	FCI (FSD) Bairabi	Kawrtethawweng SC	90	I	144	5612.04	16000.00	40000.00
4	FCI (FSD) Bairabi	Pukzing SC	150	I	225	1815.72	18000.00	20000.00
5	FCI (FSD) Bairabi	Marpapa SC	172	I	258	10326.24	53000.00	133000.00
6	FCI (FSD) Bairabi	Tuipuibari SC	153	I	230	15641.64	72000.00	180000.00
7	FCI (FSD) Bairabi	Bairabi SC	1	I	40	6771.72	5000.00	14000.00
8	FCI (FSD) Bairabi	Mamit SC	38	I	68	16850.64	23000.00	57000.00
9	FCI (FSD) Bairabi	Zawlnuam SC	42	I	74	6138.36	9000.00	23000.00
10	FCI (FSD) Bairabi	W. Phaileng SC	89	I	142	13481.16	38000.00	96000.00
11	FCI (FSD) Bairabi	Kanhmun SC	60	I	96	5073.12	10000.00	24000.00
12	FCI (FSD) Bairabi	Rengdil SC	59	I	94	6477.12	12000.00	30000.00
13	FCI (RH) Bairabi	Kolasib PDC	34	I	61	38149.92	47000.00	116000.00
14	FCI (RH) Bairabi	Zuangtui GMG PDC	117	I	176		0.00	0.00
15	FCI (RH) Bairabi	Saitual PDC	197	I	296	20262.00	120000.00	300000.00
16	FCI (RH) Bairabi	Serchhip enroute centre	229	I	344	26659.32	183000.00	459000.00
17	FCI (RH) Bairabi	Hnahthial enroute centre	289	I	434	15999.84	139000.00	347000.00
18	FCI (RH) Bairabi	Khawlzawl enroute centre	267	I	401	19485.48	156000.00	391000.00
19	FCI (RH) Bairabi	Aibawk PDC	147	I	221	6668.76	29000.00	73700.00
20	FCI (RH) Bairabi	Kawlkulh PDC	239	I	359	7900.20	57000.00	142000.00
21	FCI (RH) Bairabi	Champhai PDC	314	I	471	50105.64	472000.00	1180000.00

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..... (herein after called the 'Contractor' which expression shall include their/his/her/Heirs, 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.

(c) 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.

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.

Department of Food, Civil Supplies and Consumer Affairs, Government of Mizoram

(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 goods, 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 records 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.

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.

(d) 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).

(e) Read with Sl.No.29(a)&(b) of terms and condition for appointment of Carrying Contractor, it is open for the Government Department to appoint new Carrying Contractor(s) from L-2 in his/her/their quoted rate in case appointed Carrying Contractor selected from L-1 fail to perform his/her/their duty.

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 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 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 at an prevailing procurement price of Non-NFSA Rice at the time of accident, as may be considered necessary by the competent authority.

(b) Upon any penalisation under this section the truck 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 estimates value of Work 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 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 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)

(H.L.ROCHUNGUNGA)
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. _____

Department of Food, Civil Supplies and Consumer Affairs, Government of Mizoram

TENDER FOR CARRIAGE OF FOODSTUFF

Annexure -III

To,

Sir,

I hereby agree to abide by the terms and conditions of the Tender Notice issued under No.D.99011/1/2015-DTE/(SPY)/Loose 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/c officers authorised by him on the behalf to carry out contractual obligations during the full term of the currency of the contract.

NAME OF ROUTE : _____
CARRIAGE RATE PER QTL. Rs. _____
(Rupees _____) only

FOLLOWING DOCUMENTS ARE ENCLOSED :

(A) For Scheduled Tribe Tenderers :

(Photocopies will not be accepted unless duly attested)

- 1) House Tax Payee Certificate 2016 - 2017
- 2) Tax Clearance Certificate 2016 - 2017
- 3) List of vehicles certified by D.T.O/MVI with relevant documents belonging to the Tenderers.
- 4) Bank Statement of his/her Account as showing the transaction for the last six months at least having 100 lakhs s term/fixed deposit.
- 5) Residential Certificate from the respective Deputy Commissioner.

(B) For non-Scheduled Tribe Tenderers

- 1) Court Fee Stamp for Rs. 7.50.
- 2) Income Tax Clearance Certificate (Original or attested copy)
- 3) List of vehicles certified by D.T.O/MVI with relevant documents belonging to the Tenderers.
- 4) Bank Statement of his/her Account showing the transaction for the last six months at least having 200 lakhs as term / fixed deposit.

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

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

- 1) Name of Tenderers: _____
- 2) Fathers Name: _____
- 3) Full Address of the Tenderers: _____
- 4) House No. : _____
- 5) 1 copy of attested passport size photograph should be enclosed _____
- 6) Telephone No.: _____

Signature of Tenderer

Department of Food, Civil Supplies and Consumer Affairs, Government of Mizoram