

GOVERNMENT OF MIZORAM
DIRECTORATE OF FOOD, CIVIL SUPPLIES & CONSUMER AFFAIRS
TREASURY SQUARE, MIZORAM, AIZAWL-796001

No. D.99011/2/2021-DTE(SPY)GEN

Aizawl, the 3rd of Sept., 2021

To,

The Director
Information & Public Relations Department,
Mizoram, Aizawl.

Subj. :- Notice inviting Expression of Interest/Willingness for wide publication regarding.

Sir,

With reference to the above, I am enclosing herewith an Abbreviated Notice inviting Expression of Interest/Willingness for Carriage of Foodstuff along various routes (Main Routes and District Routes) within Mizoram. You are requested to kindly arrange wide publication in 2(two) daily local newspapers having State-wide circulation for 3 (three) consecutive days w.e.f 06.09.2021 positively.

The matter may kindly be treated as 'priority'.

Enclo : Abbreviation Notice

Yours faithfully,


(RAMDIENLIANI)

Director,
Food, Civil Supplies & Consumer Affairs,
Mizoram : : : Aizawl
Aizawl, the 3rd of Sept., 2021

Memo No. D.99011/212020-DTE(SPY)GEN

Copy to :-

1. P.S Minister, FCS&CA for information.
2. Secretary, FCS&CA for information.
3. All DCSOs, for information and necessary action.
- ✓ 4. Web Manager to upload the Notice on the FCS&CA Department website.
5. Office Notice Board.
6. Guard File.


Director,
Food, Civil Supplies & Consumer Affairs,
Mizoram : : : Aizawl

NOTICE INVITING EXPRESSION OF INTEREST/WILLINGNESS

Expression of Interest/Willingness from reliable person(s) is invited on behalf of the Governor of Mizoram for carriage of foodstuff under Main Routes and District Routes **at Government approved rates**. The Expressions of Interest will be received by the Director, Food, Civil Supplies & Consumer Affairs Department in respect of Main Routes and by the concerned District Civil Supplies Officers for District Routes upto **06.10.2021** and will be opened by them on first-come-first-served basis.

Details can be had from the office of the Director, Food, Civil Supplies & Consumer Affairs Department for Main Routes and from the offices of the concerned District Civil Supplies Officers for District Routes, and may also be downloaded from the Department's website at www.fcscamizoram.gov.in.



(**RAMDINIANI**)

Director,

Food, Civil Supplies & Consumer Affairs Department
✓ Mizoram ::: Aizawl

**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. House Tax Payee Certificate (2021 - 2022) issued by Land Revenue & Settlement Department.

- ii. Tax Clearance Certificate (2021 - 2022) issued by Taxation Department.
- iii. List of at least 2 (two) HMTs/MMTs registered in his/her own name supported by valid documents.
- iv. 4 (four) 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 fitness 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.
- 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.

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 4(four) vehicles registered in name of the person submitting willingness with relevant documents.
 - iv. 4 (four) 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 fitness 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.
 - 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 are 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 21 (twenty-one) 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-III 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 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 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 custody in transit.

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

a) RICE/FOODSTUFF:

- i. For Loss of 0.5% and below - Prevailing highest procurement rate of Non-NFSA Rice.
- ii. For Loss of 0.5% and upto 1% - Prevailing highest procurement rate of Non-NFSA Rice plus 20% of the same as penalty.
- iii. For Loss above 1% and upto 5% - Prevailing highest procurement rate of Non-NFSA Rice plus 40% of the same as penalty.
- iv. For Loss above 5%- Prevailing highest procurement rate of Non-NFSA Rice plus 60% of the same as penalty.

Provided that, such realisation of actual cost of quantity damaged or lost in the case of accident duly certified by concerned authority not below the rank of Sub-Inspector, Food Civil Supplies & Consumer Affairs having jurisdiction of concerned accident spot/nearest Supply Office, and verified by Police authority not below the rank of Sub-Inspector of Police, having jurisdiction of concerned accident spot/nearest Police Station whichever is applicable, shall be recovered in kind at the same grade and quantity or recovered at an prevailing procurement price of Non-NFSA Rice at the time of accident, as may be considered necessary by the competent authority.

b) Upon any penalisation under this paragraph, the truck shall be barred from carriage of supplies under Department of Food, Civil Supplies & Consumer Affairs for a period of **two months**, upon any subsequent offence the truck shall be barred from any carriage of supplies under Department of Food, Civil Supplies & Consumer Affairs for a period of **1(one) year** during which tenders on behalf of the truck shall be rejected outright.

31. In case of loss of foodstuff while in transit, filing of case(s) in law court (s) will not save the appointed contractor(s) from recovering the cost of foodstuff from him/her as per Paragraph 30.
32. During the period of validity of the contract, it shall not be open to the contractor to ask for higher or other rate for the same route on the plea that the road is damaged or blocked or dangerous to ply on due to rains, etc.
33. The Government of Mizoram reserves the right to execute the work through any other agencies, if the appointed contractor fails to execute the work in whole or part for any reason at his risk and cost. The extra expenditure that may be involved in completing the transportation shall be recovered from the appointed contractor in addition to any other penalty that may be imposed. The government reserves the right to appoint any non-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/expressions 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/expressions 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/expressions 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/expressions 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/expressions 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) House Tax Payee Certificate (2021 - 2022) issued by Land Revenue & Settlement Department.
- (ii) Tax Clearance Certificate (2021 - 2022) issued by Taxation Department.
- (iii) List of at least 2 (two) HMTVs/MMVs registered in his/her own name supported by valid documents.
- (iv) 4 (four) 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 fitness 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.
- (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.

List of Vehicles :-

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

v) Residential Certificate from the respective Deputy Commissioner.

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.
- (iv) 4 (four) 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 fitness 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.
- (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.
1			
2			
3			
4			
5			
6			
7			
8			

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. 1 copy of attested passport size photograph should be enclosed _____
6. Telephone No.: _____

Signature of Applicant

ANNEXURE

[illegible]

LIST AND RATE OF APPROVED MAIN ROUTES

Sl. No.	Name of Route		Distance (in KM)	Govt. Approved Rate
	From	To		
1	2	3	4	5
1	GMG (PDC) Zuangtui	Aibawk PDC	30	92
2	GMG (PDC) Zuangtui	Chhingehhip SC	88	165
3	GMG (PDC) Zuangtui	Thenzawl SDC	88	166
4	GMG (PDC) Zuangtui	Lunglei PDC	175	302
5	GMG (PDC) Zuangtui	Serchhip SDC	112	195
6	GMG (PDC) Zuangtui	Hnahthial SDC	172	282
7	GMG (PDC) Zuangtui	Haulawng SC	135	247
8	GMG (PDC) Zuangtui	Mualthuam SC	125	227
9	GMG (PDC) Zuangtui	Lawngtlai PDC	249	390
10	GMG (PDC) Zuangtui	Saiha PDC	324	516
11	GMG (PDC) Zuangtui	Kawlechaw SDC	281	446
12	GMG (PDC) Zuangtui	Saitual PDC	80	156
13	GMG (PDC) Zuangtui	Champhai PDC	194	318
14	GMG (PDC) Zuangtui	Kawlkulh PDC	122	207
15	GMG (PDC) Zuangtui	Khawzawl SDC	150	265
16	GMG (PDC) Zuangtui	Tuipuibari SC	131	226
17	GMG (PDC) Zuangtui	Zawlnuam PDC	154	265
18	GMG (PDC) Zuangtui	Tuidam SC	120	206
19	GMG (PDC) Zuangtui	Rengdil SC	138	238
20	GMG (PDC) Zuangtui	Kawrtethawveng SC	128	220
21	GMG (PDC) Zuangtui	Kawrthah SC	129	222
22	GMG (PDC) Zuangtui	Mamit PDC	99	170
23	GMG (PDC) Zuangtui	W.Phaileng SDC	94	162
24	GMG (PDC) Zuangtui	Marpapa SC	173	300
25	GMG (PDC) Zuangtui	Tuipang SC	345	574
26	GMG (PDC) Zuangtui	Ngopa SDC	179	317
27	GMG (PDC) Zuangtui	Tawipui 'S' SC	219	382
28	GMG (PDC) Zuangtui	Kanhmun SC	197	322
29	GMG (PDC) Zuangtui	Phullen SDC	137	243
30	GMG (PDC) Zuangtui	Seling SC	45	79
31	FCI (FSD) Tanhril	Chhingehhip SC	93	170
32	FCI (FSD) Tanhril	Thenzawl SDC	93	170
33	FCI (FSD) Tanhril	Hnahthial SDC	177	288
34	FCI (FSD) Tanhril	Serchhip SDC	117	202
35	FCI (FSD) Tanhril	Zuangtui PDC	10	70
36	FCI (FSD) Tanhril	Aibawk PDC	35	95
37	FCI (FSD) Tanhril	Zawlnuam PDC	154	226
38	FCI (FSD) Tanhril	Tuidam SC	120	206
39	FCI (FSD) Tanhril	Rengdil SC	138	238
40	FCI (FSD) Tanhril	Kawrtethawveng SC	128	220

41	FCI (FSD) Tanhril	Kawrthah SC	129	222
42	FCI (FSD) Tanhril	West Phaileng SC	94	162
43	FCI (FSD) Tanhril	Mamit SC	99	170
44	FCI (FSD) Tanhril	Saitual PDC	85	163
45	FCI (FSD) Tanhril	Kawlkulh PDC	127	212
46	FCI (FSD) Tanhril	Champhai PDC	199	325
47	FCI (FSD) Tanhril	Khawzawl SDC	155	272
48	FCI (FSD) Tanhril	Lunglei PDC	171	300
49	FCI (FSD) Tanhril	Lawngtlai PDC	249	390
50	FCI (FSD) Tanhril	Kanhmun SC	194	320
51	FCI (FSD) Tanhril	Siaha PDC	329	520
52	FCI (FSD) Tanhril	Silsury SC	170	408
53	FCI (FSD) Tanhril	Seling SC	45	79
54	FCI(FSD) Rengtekawn	Vairengte SDC	49	115
55	FCI(FSD) Rengtekawn	Zuangtui PDC	84	154
56	FCI(FSD) Rengtekawn	Hnahthial SDC	255	392
57	FCI(FSD) Rengtekawn	Champhai PDC	278	419
58	FCI(FSD) Rengtekawn	Khawzawl SDC	239	385
59	FCI(FSD) Rengtekawn	Kawlkulh PDC	209	315
60	FCI(FSD) Rengtekawn	Serchhip SDC	198	299
61	FCI(FSD) Rengtekawn	Saitual PDC	158	269
62	FCI(FSD) Rengtekawn	Lungdai SC	56	112
63	FCI(FSD) Rengtekawn	Kolasib PDC	4	60
64	FCI(FSD) Rengtekawn	Kawnpui SC	31	80
65	FCI(FSD) Rengtekawn	Lawngtlai PDC	332	494
66	FCI(FSD) Rengtekawn	Lunglei PDC	255	385
67	FCI(FSD) Rengtekawn	Siaha PDC	418	610
68	FCI (FSD) Bualpui	Lungdai SDC	32	98
69	FCI (FSD) Bualpui	Kawnpui SC	14	72
70	FCI (FSD) Bualpui	Kolasib PDC	24	80
71	FCI(FSD) Bualpui	Zuangtui PDC	60	136
72	FCI(FSD) Bualpui	Hnahthial SDC	232	349
73	FCI(FSD) Bualpui	Champhai PDC	254	441
74	FCI(FSD) Bualpui	Khawzawl SDC	215	332
75	FCI(FSD) Bualpui	Kawlkulh PDC	185	324
76	FCI(FSD) Bualpui	Serchhip SDC	172	259
77	FCI(FSD) Bualpui	Saitual PDC	135	269
78	FCI(FSD) Bualpui	Lunglei PDC	236	357
79	FCI(FSD) Bualpui	Lawngtlai PDC	314	472
80	FCI(FSD) Bualpui	Siaha PDC	394	600
81	FCI (FSD) Bairabi	Kawrthah SC	42	102
82	FCI (FSD) Bairabi	Tuidam SC	52	126
83	FCI (FSD) Bairabi	Kawrtethawveng SC	61	148
84	FCI (FSD) Bairabi	Vairengte SDC	83	158
85	FCI (FSD) Bairabi	Bairabi SDC	1	40
86	FCI (FSD) Bairabi	Mamit SC	38	93
87	FCI (FSD) Bairabi	Zawlnuam SC	42	106
88	FCI (FSD) Bairabi	W. Phaileng SC	89	161

89	FCI (FSD) Bairabi	Kanhmun SC	58	142
90	FCI (FSD) Bairabi	Rengdil SC	34	83
91	FCI (FSD) Bairabi	Kolasib PDC	34	83
92	FCI (FSD) Bairabi	Zuangtui GMG PDC	117	203
93	FCI (FSD) Bairabi	Saitual PDC	197	323
94	FCI (FSD) Bairabi	Serchhip SDC	229	347
95	FCI (FSD) Bairabi	Hnahthial SDC	289	457
96	FCI (FSD) Bairabi	Khawlwawl SDC	267	433
97	FCI (FSD) Bairabi	Aibawk PDC	147	251
98	FCI (FSD) Bairabi	Kawlkulh PDC	239	410
99	FCI (FSD) Bairabi	Champhai PDC	314	501
100	FCI (FSD) Bairabi	Lunglei PDC	288	490
101	FCI (FSD) Bairabi	Lawngtlai PDC	366	565
102	FCI (FSD) Bairabi	Siaha PDC	446	650
103	FCI (FSD) Bairabi	Marpara SC	166	260
104	FCI (FSD) Bairabi	Silsury SC	164	255
105	FCI (FSD) Bairabi	Pukzing SC	145	220
106	FCI (FSD) Bairabi	Phuldungsei SC	125	215
107	FCI (FSD) Bairabi	Tuipuibari SC	106	230
108	FCI (FSD) Lunglei	Lunglei PDC	4	55
109	FCI (FSD) Lunglei	Hnahthial SDC	60	119
110	FCI (FSD) Lunglei	Lawngtlai PDC	80	146
111	FCI (FSD) Lunglei	Tlabung SDC	97	195
112	FCI (FSD) Lunglei	Lungsen SC	58	150
113	FCI (FSD) Lunglei	Chawngte SC	100	270
114	FCI (FSD) Lunglei	Borapansury SC	137	315
115	FCI (FSD) Lawngtlai	Lawngtlai PDC	4	55
116	FCI (FSD) Lawngtlai	Kawlchaw SDC	33	78
117	FCI (FSD) Lawngtlai	Saiha PDC	76	145
118	FCI (FSD) Lawngtlai	Tuipang SDC	96	179
119	FCI (FSD) Lawngtlai	Maubawk SC	62	130
120	FCI (FSD) Lawngtlai	Zawngling SC	112	197
121	PDC Lunglei	Lawngtlai PDC	78	167
122	PDC Lawngtlai	Zawngling SC	97	177
123	PDC Lawngtlai	Kawlchaw SDC	33	86
124	PDC Lawngtlai	Siaha PDC	76	169
125	PDC Lawngtlai	Tuipang SDC	96	204
126	PDC Lawngtlai	Maubawk SC	55	138
127	SDC Serchhip	Hnahthial SDC	60	138

LIST OF APPROVED EMERGENCY ROUTES

Sl. No.	Name of Route		Distance (in KM)	Govt. Approved Rate
	From	To		
1	2	3	4	5
1	GMG (PDC) Zuangtui	Lungdai SC	27	82
2	GMG (PDC) Zuangtui	Kawnpui SDC	54	115
3	GMG (PDC) Zuangtui	Kolasib SDC	83	153
4	GMG (PDC) Zuangtui	Vairengte SDC	132	214
5	GMG (PDC) Zuangtui	MaubawkSC	300	485
6	GMG (PDC) Zuangtui	Bairabi SDC	117	203
7	FCI (FSD) Tanhril	Tuipang, SDC	355	586
8	FCI (FSD) Tanhril	Rawpuichhip SC	54	87
9	FCI (FSD) Tanhril	Marpara SC	+	331
10	FCI (FSD) Tanhril	Tuipuibari SC	169	292
11	FCI (FSD) Tanhril	Ngopa SDC	184	312
12	FCI (FSD) Tanhril	Darlawn SC	139	219
13	FCI (FSD) Tanhril	Kawlchaw SDC	295	458
14	FCI (FSD) Tanhril	Phuldungsei SC	145	245
15	FCI (FSD) Tanhril	Pukzing SC	126	240
16	FCI(FSD) Rengtekawn	Aibawk PDC	113	198
17	FCI(FSD) Rengtekawn	Thenzawl SDC	175	267
18	FCI(FSD) Rengtekawn	Chhingchhip SC	166	290
19	FCI(FSD) Rengtekawn	Kawlchaw SDC	276	414
20	FCI(FSD) Bualpui	Aibawk PDC	90	186
21	FCI(FSD) Bualpui	Thenzawl SDC	151	246
22	FCI(FSD) Bualpui	Chhingchhip SC	142	223
23	FCI(FSD) Bualpui	Kawlchaw SDC	358	540
24	FCI (FSD) Bairabi	Thenzawl SDC	205	349
25	FCI (FSD) Bairabi	Kawnpui SC	63	120
26	FCI (FSD) Bairabi	Ngopa SDC	296	510
27	FCI (FSD) Bairabi	Chhingchhip SC	205	348
28	FCI (FSD) Bairabi	Lungdai SDC	90	152
29	FCI (FSD) Bairabi	Kawlchaw SDC	404	610
30	FCI (FSD) Lunglei	Siaha PDC	153	295
31	FCI (FSD) Lunglei	Kawlchaw SDC	113	225
32	FCI (FSD) Lunglei	Tuipang SDC	176	280
33	SDC Bairabi	Zuangtui PDC	117	203
34	SDC Bairabi	Kolasib PDC	34	89
35	SDC Bairabi	Saitual PDC	197	323
36	SDC Bairabi	Kawlkulh PDC	239	380
37	SDC Bairabi	Champhai PDC	314	501
38	SDC Bairabi	Lunglei PDC	288	490
39	SDC Bairabi	Lawngtlai PDC	366	565
40	SDC Bairabi	Aibawk PDC	147	254
41	SDC Bairabi	Zawlnuam PDC	42	115

42	SDC Bairabi	W.Phaileng SDC	105	168
43	SDC Bairabi	Kanhmun SC	60	128
44	SDC Bairabi		59	127
45	SDC Bairabi	Tuidam SC	79	166
46	SDC Bairabi	Kawrthah SC	69	148
47	SDC Bairabi	Kawrtethawveng SC	90	188
48	SDC Bairabi	Mamit PDC	38	106
49	Siaha PDC	Sangau SDC	80	200
50	Sangau SDC	Siaha PDC	80	200
51	FSD Dharmanagar, Tripura	SC Kanhmun, Mizoram	33	56
52	FSD Dharmanagar, Tripura	PDC Zawlnuam, Mizoram	49	83
53	FSD Dharmanagar, Tripura	SC Rengdil, Mizoram	66	112
54	FSD Dharmanagar, Tripura	SC Kawrthah, Mizoram	76	129
55	FSD Dharmanagar, Tripura	SC Tuidam	86	146
56	FSD Dharmanagar, Tripura	SC Kawrte, Mizoram	95	162
57	FSD Dharmanagar, Tripura	PDC Mamit, Mizoram	113	192
58	FSD Dharmanagar, Tripura	SDC Bairabi, Mizoram	93	158
59	FSD Dharmanagar, Tripura	SDC W.Phaileng, Mizoram	164	279

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

(DISTRICT ROUTES)

1. Any willing person fulfilling 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. 5,000/-** (Five thousand only) for Tribals and **Rs. 10,000/-** (Ten 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 16 within the stipulated time will entail forfeiture of Earnest Money.

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

**WILLINGNESS/EXPRESSION OF INTEREST FOR CARRIAGE OF FOODSTUFF
(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 - III 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 District Civil Supplies Officer, Mizoram 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. House Tax Payee Certificate (2021 - 2022) issued by Land Revenue & Settlement Department.

- ii. Tax Clearance Certificate (2021 - 2022) issued by Taxation Department.
- iii. List of at least 1 (one) HMTs/MMTs registered in his/her own name supported by valid documents.
- iv. 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 fitness 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.
- v. Bank Statement of his / her Account as showing the transaction for the last six months having Rupees 1 lakh or as term/fixed deposit of equivalent amount.
- vi. Earnest Money of **Rs.5,000/-** (Five thousand only) as per Rule 42(2) of the Mizoram Public Procurement Rules, 2020.

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 2 (two) vehicles registered in name of the person submitting willingness with relevant documents.
 - iv. 3 (three) 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 fitness 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.
 - v. Bank Statement of his/her Account showing the transactions amounting to at least Rupees 2 lakhs during the last six months or as term/fixed deposit of equivalent amount.
 - vi. Earnest Money of **Rs.10,000/-** (Ten 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 District Civil Supplies Office, 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. **Selection of person(s) submitting willingness/Expression of Interest for appointment as Carrying Contractor(s) will be done after scrutiny of documents submitted.**

12. 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.
13. 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'.**
14. Once the willingness is accepted and acceptance communicated to the selected person, it shall not be **transferable** to any other person.
15. **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.
16. 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 21 (twenty-one) 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.
17. 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-III 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 29 of the terms and conditions laid out herein.
18. 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.
19. 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.
20.
 - 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
21. 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.
22. 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.
23. 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.
24. All trucks placed for taking load should have valid documents.
25. Drivers of trucks placed for taking load should have valid professional driving license, Voter's ID/Aadhaar.
26. 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.
27. The Government will realize 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 conduct concerning the contract.
- 28.
- 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 28(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.
29. The appointed Contractor will be liable for shortage/loss of foodstuff while in his/her custody in transit.
- The cost of foodstuff as Ex-Godown rate along with penalty as per rate prescribed below will be recovered from the carriage contractor (s) in case of shortage/Loss.
- a) **RICE/FOODSTUFF:**
- i. For Loss of 0.5% and below - Prevailing highest procurement rate of Non-NFSA Rice.

- ii. For Loss of 0.5% and upto 1% - Prevailing highest procurement rate of Non-NFSA Rice plus 20% of the same as penalty.
- iii. For Loss above 1% and upto 5% - Prevailing highest procurement rate of Non-NFSA Rice plus 40% of the same as penalty.
- iv. For Loss above 5%- Prevailing highest procurement rate of Non-NFSA Rice plus 60% of the same as penalty.

Provided that, such realisation of actual cost of quantity damaged or lost in the case of accident duly certified by concerned authority not below the rank of Sub-Inspector, Food Civil Supplies & Consumer Affairs having jurisdiction of concerned accident spot/nearest Supply Office, and verified by Police authority not below the rank of Sub-Inspector of Police, having jurisdiction of concerned accident spot/nearest Police Station whichever is applicable, shall be recovered in kind at the same grade and quantity or recovered at an prevailing procurement price of Non-NFSA Rice at the time of accident, as may be considered necessary by the competent authority.

b) Upon any penalisation under this paragraph, the truck shall be barred from carriage of supplies under Department of Food, Civil Supplies & Consumer Affairs for a period of **two months**, upon any subsequent offence the truck shall be barred from any carriage of supplies under Department of Food, Civil Supplies & Consumer Affairs for a period of **1(one) year** during which tenders on behalf of the truck shall be rejected outright.

- 30. 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.
- 31. 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.
- 32. 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.
- 33. No power of attorney will be accepted.
- 34. 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.
- 35. 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.

36. Any suit/ dispute arising between the parties, that is the Contractor on the one hand and the State Government of Mizoram on the other, irrespective of place or residence of the Contractor will be tried in the courts in Mizoram.
37. As per the Hon'ble Supreme Court's order Dated 09.11.2005 [WP (C).136/2003]; provisions relating to overloading of vehicles under the Motor Vehicles Act 1988; Central Motor Vehicles Rules 1989 and notifications issued by the Ministry of Surface Transport (Department of Road Transport and Highways) (Transport Wing) shall be strictly adhered to by all Carriage Contractors.
38. The contractors will be solely liable to penalise for any pilferage that occurs during transportation of food grains
39. Disqualification conditions:
- a) **Any person(s) submitting willingness/expressions 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/expressions 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/expressions 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/expressions 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/expressions of interest disqualified.
40. In addition to any of the clauses contained in this document, any person(s) finally selected, by whose commission(s) or omission(s) contravenes any provisions of the Supply Manual in force and/or of the Agreement Deed, shall be liable to be penalised as per its relevant provisions.

ANNEXURE -IV

FORM FOR SUBMISSION FOR WILLINGNESS/EXPRESSION OF INTEREST

(DISTRICT 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.

Name of Route : _____
Carriage Rate per Quintal : Rs. _____
(Rupees _____) only

A. The following documents are enclosed :

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

(b) For Scheduled Tribe :

- (i) House Tax Payee Certificate (2021 - 2022) issued by Land Revenue & Settlement Department.
- (ii) Tax Clearance Certificate (2021 - 2022) issued by Taxation Department.
- (iii) List of at least 1 (one) HMTs/MMTs registered in his/her own name supported by valid documents.
- (iv) 2 (two) additional vehicles registered in the name(s) of person(s) other than himself/herself which will be at the full disposal of the respondent, supported by vehicle registration document, valid fitness 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.
- (v) Bank Statement of his / her Account as showing the transaction for the last six months having Rupees 1 lakhs or as term/fixed deposit of equivalent amount.
- (vi) Earnest Money of **Rs 5000/-** (Five 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.
1.			
2.			
3.			
4.			
5.			

6.			
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v) Residential Certificate from the respective Deputy Commissioner.

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 **2 (two)** vehicles registered in name of the person submitting willingness with relevant documents.
- (iv) 3 (three) 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 fitness 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.
- (v) Bank Statement of his/her Account showing the transactions amounting to at least **Rupees 2 lakh** during the last six months or as term/fixed deposit of equivalent amount.
- (vi) Earnest Money of **Rs 10000/-** (Ten 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.
1			
2			
3			
4			
5			
6			
7			
8			

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. 1 copy of attested passport size photograph should be enclosed _____
- 6. Telephone No.: _____

Signature of Applicant

ANNEXURE

[illegible]

DISTRICT ROUTE CARRYING RATES**AIZAWL EAST DISTRICT**

Sl. No.	Name of Route		Distance (in KM)	Govt. Approved rate (in Rs.)
	From	To		
1	Zuangtui PDC	Khawruhlian	87	150
2	Zuangtui PDC	Darlawn	129	190
3	Zuangtui PDC	Ratu	140	220
4	Zuangtui PDC	New Vervek	154	236
5	Zuangtui PDC	Sakawrdai	168	255
6	Zuangtui PDC	Suangpuilawn	158	224
7	Zuangtui PDC	Vanbawng	133	240
8	Zuangtui PDC	Zohmun	183	300
9	Saitual PDC	Phullen	54	130
10	Saitual PDC	Phuaibuang	81	165
11	Saitual PDC	Khawlian	92	185
12	Phullen SDC	Khawlian	33	90
13	Phullen SDC	Phuaibuang	23	75
14	Sakawrdai SDC	Zohmun	15	70

AIZAWL WEST DISTRICT

Sl. No.	Name of Route		Distance (in KM)	Approved rate (in Rs.)
	From	To		
1	Zuangtui PDC	Reiek	30	184
2	Zuangtui PDC	Khawrihnim	48	280
3	Zuangtui PDC	Kanghmun	60	320
4	Zuangtui PDC	Sialsuk	66	135
5	Zuangtui PDC	Rawpuichhip	54	87
6	Zuangtui PDC	Hmuifang	55	105
7	Zuangtui PDC	Darlung	63	301
8	Aibawk PDC	Darlung	32	209
9	Aibawk PDC	Hmuifang	25	70
10	Aibawk PDC	Sialsuk	36	80

CHAMPHAI DISTRICT

Sl. No.	Name of Route		Distance (in KM)	Approved rate (in Rs.)
	From	To		
1	Champhai PDC	Kelkang	23	60
2	Champhai PDC	Khuangleng	41	80
3	Champhai PDC	Dungtlang	65	110
4	Champhai PDC	Farkawn	100	180
5	Champhai PDC	Khawbung	72	120
6	Champhai PDC	Hnahlan	64	119
7	Champhai PDC	Bungzung	70	150
8	Champhai PDC	Vaphai	84	170
9	Khawzawl SDC	Khawhai	35	70
10	Khawzawl SDC	Sialhawk	48	96
11	Khawzawl SDC	Biate	60	120
12	Khawzawl SDC	Rabung	45	284
13	Ngopa SDC	NE Khawdungsei	15	63
14	Ngopa SDC	Teikhang	42	257
15	Ngopa SDC	Mimbung	51	327
16	Ngopa SDC	Kawlbem	28	186
17	Kawlkulh PDC	Hliappui	21	60
18	Kawlkulh PDC	Ngopa	57	120
19	Kawlkulh PDC	Lungpho	55	347
20	Kawlkulh PDC	NE Khawdungsei	72	140
21	Kawlkulh PDC	Kawlbem	85	270
22	Kawlkulh PDC	Teikhang	99	320
23	Kawlkulh PDC	Mimbung	108	330

KOLASIB DISTRICT

Sl. No.	Name of Route		Distance (in KM)	Approved rate (in Rs.)
	From	To		
1	Kolasib PDC	Bairabi	33	67
2	Kolasib PDC	Vairengte	50	97
3	Vairengte SDC	Saiphai	47	120
4	Lungdai SDC	Hlimen	78	170
5	Lungdai SDC	Bukpui	10	130
6	Bairabi SDC	Lungdai	90	170
7	Bairabi SDC	Vairengte	83	150
8	Bairabi SDC	Kawnpui	63	120

LUNGLEI DISTRICT

Sl. No.	Name of Route		Distance (in KM)	Approved rate (in Rs.)
	From	To		
1	Sangau	Lungtian	40	330
2	Hnahthial	Tarpho	30	225
3	Hnahthial	S. Vanlaiphai	52	152
4	Hnahthial	Sangau	69	216
5	Lunglei	Borapansury	134	420
6	Lunglei	Tawipui 'S'	44	100
7	Lunglei	Haulawng	57	125
8	Lunglei	Mualthuam	67	135
9	Lunglei	Putlungasih	59	160
10	Lunglei	Lungsen	58	170
11	Lunglei	Tuichawng	77	190
12	Lunglei	Tlabung	97	240
13	Lunglei	Chaawngte	100	250
14	Tlabung	Borapansury	37	200

LAWNGTLAI DISTRICT

Sl. No.	Name of Route		Distance (in KM)	Approved rate (in Rs.)
	From	To		
1	Lawngtlai	Vaseikai	130	250
2	Lawngtlai	Bungtlang	81	160
3	Lawngtlai	Damdep	160	370
4	Lawngtlai	Diltlang	58	125
5	Lawngtlai	Vathuampui	142	465
6	Lawngtlai	Tuithumhnar	138	360
7	Vaseikai	Damdep	35	120
8	Bungtlang	Vathuampui	61	305
9	Bungtlang	Tuithumhnar	57	200

SERCHHIP DISTRICT

Sl. No.	Name of Route		Distance (in KM)	Approved rate (in Rs.)
	From	To		
1	Thenzawl	Chhipphir	32	200
2	Thenzawl	Buarpui	45	297

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3	Thenzawl	Thenhlum	83	539
4	Thenzawl	Bunghmun	105	683
5	Serchhip	Khawhlailung	34	100
6	Serchhip	N. Vanlaiphai	59	155
7	Serchhip	E. Lungdar	60	155
8	Serchhip	Cherhlun	79	280
9	Serchhip	Thingsai	95	350
10	N. Vanlaiphai	Cherhlun	20	125
11	N. Vanlaiphai	Thingsai	36	195

SIAHA DISTRICT

Sl. No.	Name of Route		Distance (in KM)	Approved rate (in Rs.)
	From	To		
1	Siaha	Bualpui	25	167
2	Siaha	Lungpher	35	220
3	Siaha	Vawmbuk	41	250
4	Siaha	Phalhrang	51	310
5	Siaha	Niawhtlang	34	220
6	Siaha	Chhualung	50	310
7	Siaha	Siata	70	440
8	Siaha	Chakhang	81	500
9	Kawlchaw	Phura	52	320
10	Kawlchaw	Lungpuk	83	530
11	Kawlchaw	Tongkolong	62	420
12	Kawlchaw	Maubawk	21	143
13	Kawlchaw	Tuisih	49	310
14	Tuipang	Zawngling	14	130
15	Tuipang	Vahai	45	280
16	Tuipang	Laki	37	235
17	Tuipang	Chapui	52	327

MAMIT DISTRICT

Sl. No.	Name of Route		Distance (in KM)	Approved rate (in Rs.)
	From	To		
1	West Phaileng	Phuldungsei	42	74
2	West Phaileng	Pukzing	61	122
3	West Phaileng	Marpara	83	166
4	West Phaileng	Silsury	81	260
5	West Phaileng	Tuipuibary	68	136