

**DEED OF AGREEMENT**  
(For Transportation of Public Distribution System items)

This Deed of Agreement made on this.....day of .....year.....between the Governor of Arunachal Pradesh represented by the Deputy Commissioner,.....district and his successors/assignees hereinafter called as first party.

AND

Shri/Smti/Miss..... Son/Daughter/Wife/Proprietor/.....of  
M/s.....with its Headquarter at.....PO & PS.....district and his/  
her successors hereinafter called as second party.

Whereas the first party has offered to appoint the second party as Public Distribution System (PDS) carriage contractor for.....district of Arunachal Pradesh on the basis of open tender and the second party has agreed to accept the offer on the terms and conditions stipulated hereinafter.

Now therefore, it is hereby agreed by and between both the parties hereto as follows :-

1. That on acceptance after successful technical bidding by the second party through open tender, the first party hereby appoints the second party as carriage contractor for transportation of Public Distribution System (PDS) items in the district during the period.....The quantities of store to be transported upto each destination as set forth. The quantity may be increased or decreased at the discretion of the first party.

2. No Registered Co-operative Society, holding license as Carriage Contractor for Public Distribution System items, shall sub-let the license or engage any other party to carry on the business of drawal of Public Distribution System items and their transportation.

3. That on the strength of authorization letter of drawal for every month, the second party shall cause to take delivery of the Public Distribution System items from the Food Corporation of India depots released by the authorized representative concerned as directed by the First party and deliver the same to the final destination as per the laid down procedures for taking over and handing over of stores so received from the delivery points. The second party shall bear all the incidental and unforeseen expenditures what so ever required in the transaction as aforesaid and the expenditure thus incurred shall not be reimbursable to the second party.

4. That the second party shall be liable to deliver the quantity of all items at the destination in full as was handed over to him/them at Food Corporation of India depot.

5. That the second party shall be solely responsible to safeguard and protect the goods on transit (i.e from Food Corporation of India godown to final destination) from any damages/losses as the case may be. The second party shall have to arrange temporary storage etc. during the transit, if warranted and shall be responsible to ensure the quality and quantity of the stocks taken from the origin till its final delivery at the delivery point.

6. That the first party reserves the full right to utilize their own vehicle or any other vehicles for the purpose of lifting goods in full or part distance in the event of failure on the part of the second party and the second party shall have no claim whatsoever. Such expenses shall be recovered from the bills or security deposit of the second party.

7. That the second party shall display a board as "Public Distribution System Carriage Contractor of.....district (name of district)" in each and every vehicle used by them in the lifting of Public Distribution System items.

8. That the amount of ₹.....deposited by the second party as security deposit money vide DCR/FDR No.....shall remain with the first party during the currency of the agreement and till the date of finalization of all accounts with the first party on this account. The first party reserves full right to recover any outstanding dues from the security deposit of the second party.

9. That yearly closing stock verification of the transactions of the carriage contractor by a board of officers constituted by the concern Deputy Commissioner shall compulsorily be done by the end of every yearly term.

10. Notwithstanding anything herein contained, the second party shall observe and will be bound by all laws, rules, regulations and other statutes which are in force/applicable and shall be liable for penal action and payment of compensation for its violation/contravention.

11. In the event of inability to supply Public Distribution System items within stipulated time, the carriage contractor shall be liable to pay Food Security Allowances at the rate fixed by the State Government as per the provision under Chapter III, Section-8 of National Food Security Act, 2013 and procedures as may be prescribed by the State Government.

12. In case of irregular lifting, malpractices or unsatisfactory performance and/or failure to fulfill any of the terms and conditions of the contract/agreement by the second party, the first party reserves the right to terminate the contract by giving notice at least of 15 days.

13. In such case of termination of the carriage contract, the Deputy Commissioner on approval of the State Government shall make interim arrangement for maximum period of 3 (three) months by appointing the second successful tenderer, at the approved rates and shall take simultaneous action to re-float tender.

14. That the payment of transportation charges shall be made by Government of Arunachal Pradesh only on receipt of funds from the Central Government as such, no express liability to bear the cost rests with the State Government. The first party shall not entertain any bill(s) unless consignment wise delivery is made in full.

15. That the transportation charges shall be applicable as approved by the Government of India/State Government under National Food Security Act, 2013.

16. That the legal jurisdiction of this deed of agreement shall be confined to judicial court of the concerned district or such Judicial Courts under whose jurisdiction the said district falls.

17. In agreement whereof both the parties have set and subscribed their hands to this on the day, month and year first written above.

Signed by (Name and designation of first party with seal)

.....  
Deputy Commissioner  
.....District.

In presence of (Witness)

1.....

2.....

(Signature with name and address)

Signed by (Name and designation of Second party with seal)

.....  
M/S.....  
.....district.

In presence of (Witness)

1.....

2.....

(Signature with name and address)

Executed before me  
Executive Magistrate/Judicial Magistrate First Class)

GOVERNMENT OF ARUNACHAL PRADESH  
OFFICE OF THE DEPUTY COMMISSIONER  
.....DISTRICT

LICENSE FOR FUNCTIONING AS PUBLIC DISTRIBUTION SYSTEM (PDS) ITEMS LANDROUTE  
CARRIAGE CONTRACTOR

License No.....

Name and style of the appointed Public Distribution System (PDS) Landroute Carriage contractor :

.....

.....

.....

TERMS AND CONDITIONS

1. Subject to the provisions of the Arunachal Pradesh Public Distribution of Articles Orders 2005, and other guidelines issued by Government of Arunachal Pradesh from time to time, Shri/Smti.....

M/S.....is hereby authorized to operate as PDS carriage contractor for the following area(s) :-

.....

.....

2. No registered Cooperative Society, granted license as carriage contractor for Public Distribution System items, shall sub-let the license or engage any other party to carry on the business of drawal of Public Distribution System items and their transportation.

3. The licensee shall arrange lifting and transportation of Public Distribution System items from the Food Corporation of India depots as directed by the district authorities and deliver the same to the final destination as per the laid down procedures. The licensee shall bear all the incidental and unforeseen expenditures whatsoever and the expenditure thus incurred shall not be-reimbursable to the carriage contractor, other than the approved carriage rates.

4. The licensee shall be liable to deliver the quantity of all the items at the destination in full as was handed over to him at Food Corporation of India and obtain challans receipts.

5. The licensee shall be solely responsible to safeguard and protect the goods on transit from loss/damage as the case may be. They shall arrange temporary storage etc. during the transit, if warranted and shall be responsible to ensure the quality and quantity of the stocks taken from the origin to till its final delivery at the delivery point.

6. The carriage rate shall be applicable as approved by the Government of India/State Government under National Food Security Act, 2013.

7. Notwithstanding anything contained herein, the licensee shall observe and be bound by all laws, rules, regulations and other statutes which are in force/applicable and shall be liable for penal action and payment of Compensation for any violation/contravention.

8. This license shall be valid upto to 31/03/.....for the 1st & 2nd year.

9. This license shall be valid for 2 (two) years and could be considered for a renewal for a maximum period of 1 (one) year subject to satisfactory performance, for which the licensee must apply to Government through the licensing authority.

Place : .....

Date : .....

Licensing Authority

DETAILED TERMS AND CONDITIONS OF TENDER FOR APPOINTMENT OF DISTRICT PUBLIC DISTRIBUTION SYSTEM ITEMS LANDROUTE CARRIAGE CONTRACTOR :-

1. The sealed tenders should be addressed to the Deputy Commissioner, ..... district. The envelope should be properly sealed and subscribed " Tender for appointment of District Public Distribution System items landroute carriage Contractor ".
2. When tender is sent by post, it should be sent in double cover. The inner cover containing the tender should be sealed and should bear all inscriptions as per Para - 1. The outer cover shall be addressed to the Deputy Commissioner, ..... and should not bear any indication of its contents.
3. Tenders will be received in the office of the Deputy Commissioner, ..... district upto ..... hrs. on ..... and will be opened by a Board of Officers at ..... hrs on the same day in presence of intending tenderers.
4. Final acceptance of tender lies with the Government which also reserves the right to reject any or all tenders without assigning any reason whatsoever.
5. The tender should be submitted in printed letter pad indicating clearly the name of proprietor (s) with full address and telephone numbers of the tenderer alongwith all supporting documents as mentioned below :-
  - (i) Earnest money of ₹. .... only in the form of ' Deposit at Call receipt/Fixed Deposit Receipt in favour of the Deputy Commissioner, ..... district. The earnest money will be re-funded on finalization of the tender.
  - (ii) Financial Soundness Certificate from a nationalized bank, mentioning the value of contract, and that the tenderer is capable of undertaking for a minimum amount of ₹. .... (as per category).
  - (iii) No dues certificate from all banks should be furnished by the tenderers alongwith the financial soundness certificate.
  - (iv) In the event of 2 (two) registered Cooperative Societies quoting similar rates, preference shall be given to the registered Cooperative Societies having experience in transportation of foodgrains and/or other Government stores and details of experience should be attached with the tender.
  - (v) Income tax clearance certificate/income tax exemption certificate as the case may be.
  - (vi) A duly signed copy of this terms and conditions should be enclosed with the tender, in acceptance of the same.
  - (vii) Details of vehicles owned by the tenderer alongwith attested copies of Registration certificates and road permits (minimum four trucks) or attested copies of lease agreement executed before a Magistrate (minimum four trucks) with attested copies of registration certificates and road permits with taxes paid upto date.
  - (viii) ST certificate,
  - (ix) Permanent Resident certificate
  - (x) Date of Birth certificate
  - (xi) Education qualification certificate and
  - (xii) Details of other infrastructures available.
6. The carriage rates for handling and transportation of Priority Household (PHH) and Antodaya Anna Yojana (AAY) rice shall be at flat rate of ₹ ..... per kg (*whichever is applicable as specified in the Clause - II of the Notification*) irrespective of distances.
7. The carriage cost for transportation of General Household Category (GHC) Rice shall be passed on to the consumers. The transportation rate shall be ₹ ..... per kg (*whichever is applicable as specified in the Clause - II of the Notification*) irrespective of distances.
8. The rate approved by the Government of India/State Government under National Food Security Act, 2013 shall include :
  - (i) Loading and unloading charges
  - (ii) Transportation charges by Vehicles including Boat/Elephant/Mules/Porters etc.
  - (iii) All other incidental charges including those arising out of natural calamities etc.
  - (iv) No additional transportation charges shall be admissible for transshipment, transportation through diverted longer routes etc.
  - (v) Cost involved in transit godowns, if any.

9. An undertaking as per Annexure -'A' should be submitted alongwith the tender.
10. The successful tenderer shall be required to furnish security deposits in the form of Deposit at Call Receipt/Fixed Deposit Receipt drawn on a Nationalized/scheduled bank in the district HQ, pledged in favour of the Deputy Commissioner, ..... district within one week from the date of issue of acceptance letter for carriage contract, failure in furnishing security deposits as mentioned above will lead to forfeiture of the earnest money deposit. (The amount of security deposit being 10% of the contract value should be specified by the Deputy Commissioners as per guidelines).
11. After having deposited the security money as referred above, the deed of agreement shall be executed by the successful tenderer.
12. After execution of the deed of agreement as referred above, the successful tenderer shall obtain license for carriage contract by depositing the requisite license fee as per existing guidelines on the subject.
13. No person or firm or registered cooperative society, granted license as carriage contractor for Public Distribution System items, shall sub-let the license or engage any other party to carry on the business of drawal of Public Distribution System items and their transportation.
14. The security deposit shall remain in custody with the Deputy Commissioner, ..... till successful completion of the contract and will be released thereafter. The Deputy Commissioner, ..... shall have the right to forfeit the entire security deposit or recover in part thereof in the event of unsatisfactory performance of the carriage contractor quantified in rupees in execution of the contract according to the terms and conditions of the deed of agreement, license and any other directives of the Government.
15. Payment of transportation charges shall be made to the carriage contractor by the Government of Arunachal Pradesh only after receipt of funds from Government of India.
16. Any other terms and conditions which are not specified herein shall be governed by relevant Acts, control orders and guidelines/instructions issued by the Government from time to time.

(If there are less than 3 (three) tenderers, NIT for re-tender shall be floated)

*N.B. :- These terms and conditions are illustrative and not exhaustive, and any other terms and conditions as considered necessary may also be included.*

Secretary,  
Food and Civil Supplies,  
Government of Arunachal Pradesh,  
Itanagar.

Annexure - A

UNDERTAKING

{TO BE FILLED IN BY TENDERER(S)}

Name (in block letter) : .....

Full postal address : .....

Telegraphic address : .....

Telephone/Mobile Number : .....

E-Mail, if any : .....

Certified that I/we have carefully read the Terms and conditions of Tender Notice No. .... dated ..... and fully understood and agree to abide by those.

I/We agree to keep this offer upto ..... and further agree and undertake to carry out the carriage work at the approved rate fixed by the Government of India/State Government and shall not under any circumstances request for enhancement of rates during the validity period of contract. I/We also agree that I/We shall not sub-let the license or engage any other party in the work.

I/We also agree that in the event of acceptance of my/our tender, I/We shall furnish required amount of security deposit within 7 (seven) days from the date of issue of formal acceptance of my/our rates. Should I/We fail to do so, the Deputy Commissioner, ..... shall be at liberty to forfeit my/our earnest money.

I/We also hereby undertake to indemnify the Government for any loss or damage arising out of inaction or inability on my/our part in fulfilling this undertaking and/or the agreement to be executed with the Government.

Witness :-

Sl. No.	Name and Address	Signature

Signature of Tenderer (s)

Secretary,  
Food and Civil Supplies,  
Government of Arunachal Pradesh,  
Itanagar.