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ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

C/2, NAYAPALLI, BHUBANESWAR-12

Letter No. 17881 P.P- 58/17

Date- 27-10-17.

FAX No-0674-2395291

From

Kishore Chandra Das, OAS (S),
General Manager (Procurement).

To

All CSO-cum-District Managers,
OSCSC Ltd.

Sub: Agreement with Secretary, PACS for procurement of paddy through PACS on behalf of the OSCSC Ltd. during KMS:2017-18.

Sir,

Enclosed find herewith the agreement form to be executed with Secretary, PACS for KMS: 2017-18. This agreement shall be executed by District Manager, OSCSC Ltd. with Secretary, PACS in non-judicial stamp paper worth Rs.100/- observing all formalities.

- 2) District Managers are expected to read every clause of the agreement as they will be held responsible for any breach on behalf of OSCSC Ltd.
- 3) One copy shall be retained by the District Manager in separate guard file for future reference.
- 4) The Draft copy of the agreement can be downloaded from the Corporation website www.oscsc.in.

Any problem in this context shall be brought to the notice of the Collector & District Magistrate. For any clarification, the undersigned may be contacted.

Yours faithfully,


General Manager (Proc.)

Memo No. 17882 /Date 27-10-17. /

Copy forwarded for information and necessary action to:-

- 1) The Commissioner-cum-Secretary to Govt., FS & CW Deptt., Odisha, Bhubaneswar.
- 2) The Commissioner-cum-Secretary, Co-operation Deptt., Govt. of Odisha.
- 3) The Registrar of Co-operative Societies, Odisha, Bhubaneswar.
- 4) All Collectors & District Magistrates.
- 5) The Managing Director, OSCB, Bhubaneswar.
- 6) All Deputy Registrars of Co-operative Societies.
- 7) All Secretaries, District Central Co-operative Bank (DCCB).


General Manager (Proc.)

**ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.,
_____ DISTRICT OFFICE.**

AGREEMENT

**AGREEMENT WITH SECRETARY, PACS FOR PROCUREMENT OF PADDY
THROUGH PACS ON BEHALF OF THE ODISHA STATE CIVIL SUPPLIES
CORPORATION LTD DURING KHARIF MARKETING SEASON 2017-18**

This deed of agreement is made on _____ day of _____ 2017.

Between

M/s. Odisha State Civil Supplies Corporation Ltd., represented through the District Manager, OSCSC Ltd, _____ District, hereinafter called "The OSCSC Ltd.," which expression shall mean and include where the context so admits its successors in office and assigns of the first part.

And

The _____, PACS,
_____ District represented through its Secretary, Sri
_____, aged about _____, son
of _____, At _____,
PO _____, PS _____,
District _____, herein after called "The Secretary" which
expressions shall mean & include where the context so admit it's successors in office
& assigns on the second part. PACS has been selected for participation in
procurement for KMS 2017-18 in DLPC meeting held on.....

Now these present, witness and parties hereto hereby mutually agree as follows:

Clause-1 **Definition:**

- (a) “Government” shall mean the Government of Odisha in Food Supplies and Consumer Welfare Department.
- (b) “Corporation” and “OSCSC Ltd.” shall mean the Odisha State Civil Supplies Corporation Ltd, [OSCSC Ltd.] having it’s registered office at C/2, Nayapalli at Bhubaneswar-12.
- (c) “District Manager” shall mean the District Manager of the Odisha State Civil Supplies Corporation of a concerned Revenue District in the State of Odisha.
- (d) “Collector” shall mean the Collector and District Magistrate of the Revenue district concerned in the State of Odisha.
- (e) “Managing Director” shall mean the Managing Director of the Odisha State Civil Supplies Corporation Ltd or any officer authorized by him in writing on his behalf for any specified work to take up on his behalf.
- (f) “OSCB” shall mean the Odisha State Co-operative Bank Ltd. having it’s registered office at Sachibalaya Marg, Bhubaneswar, Odisha.
- (g) “DCCB” shall mean the District Central Co-operative Bank Ltd.
- (h) “Secretary” shall mean the Secretary of the Secretary of PACS of concerned district.
- (i) “PACS” shall mean the Primary Agricultural Co-operative Society including Service Co-operative Societies, Large Sized Multi Purpose Adivasi Co-Operative Society & Farmers Service Society.
- (j) “Contract” shall mean this agreement and such general and special conditions as may be added to it mutually agreed by the PACS and the District Manager of the OSCSC Ltd. from time to time.
- (k) “Custom Miller” shall mean & include the person or persons, Firm or Company to whom the contract of milling of paddy & other ancillary works has been entrusted by the OSCSC Ltd.
- (l) “Godown” shall mean the godown of the Corporation or godown hired by Corporation for storing of paddy/custom milled rice & other PDS commodities.

- (m) "Paddy Purchase Centre" and "PPC" shall mean the place where the PACS shall purchase paddy on behalf of the OSCSC Ltd. which includes the storage place for interim storage of paddy.
- (n) "Authorized Officer" shall mean any Officer authorized by the Corporation / District Manager / Collector for specific purpose.
- (o) "Transport Contractor" shall mean a person, firm or company appointed by the Managing Director or the District Manager of the OSCSC Ltd.
- (p) "DRCS" shall mean Deputy Registrar of Cooperative Societies of the concerned district.
- (q) "Stock" shall mean the FAQ / URS paddy.
- (r) "MSP" shall mean Minimum Support Price of FAQ paddy as declared by Government of India
- (s) "Paddy" includes FAQ and URS paddy of Grade- A and Common variety as per specifications prescribed by the Government of India for KMS 2017-18.
- (t) "Food and Procurement Policy" shall mean the Food and Procurement Policy issued by Government of Odisha for the KMS 2017-18.
- (u) "Guideline" shall mean operational guidelines on procurement issued by OSCSC Ltd. for the KMS 2017-18.
- (v) "MAS" shall mean Millers Authority Slip
- (w) "SAS" shall mean Society Authority Slip
- (x) "P-PAS" shall mean Paddy Procurement Automation System

Clause-2 Objective of the Contract:

As per the Food and Procurement Policy for KMS 2017-18, the Corporation has to undertake procurement of paddy from farmers engaging PACS as Commission Agent. Individual PACS shall act as Commission Agent of the Corporation for procurement of FAQ / URS paddy from the farmers in the concerned districts.

DRCS and Secretary, DCCB shall supervise/monitor the entire process of procurement as per the instructions issued vide Fs & CW Department Letter No. 1592 dt.18.01.2017 under the signature of Principal Secretary, FS & CW Department and Co-operation Department which shall be binding on the second party. The said

instructions vide above letter form a part of the agreement.

Clause-3 Duration of Contract:

The contract shall come into force with effect from the date of execution of this agreement and shall remain in force till 30.09.2017 or till reconciliation of paddy purchased and delivered to millers and settlement of accounts with the Corporation, whichever is later.

This agreement may be extended for further period as may be mutually agreed by the parties on the same terms and conditions or as per the direction of the Government. The OSCSC Ltd. and the Secretary, PACS reserve the right to terminate the contract at any time during its currency on mutually agreed terms.

Clause-4 Specification of Paddy

PACS shall ensure that the uniform specifications of paddy prescribed by the Govt. of India for KMS 2017-18 as detailed below shall be strictly adhered to while purchasing paddy from farmers.

SCHEDULE OF SPECIFICATION FOR COMMON AND GRADE "A" PADDY.

Sl. No	Refractions	Maximum Limit (%)
1.	Foreign matter a) Inorganic b) Organic	1.0 1.0
2.	Damaged, discoloured, sprouted and weevilled grains	5.0 *
3.	Immature, Shrunken and Shrivelled grains	3.0
4.	Admixture of lower class	6.0
5.	Moisture content	17.0

* Damaged, sprouted and weevilled grains should not exceed 4%.

Clause-5 Minimum Support Price

Paddy conforming to the specifications as mentioned at Clause-4 above is required to be purchased only at Minimum Support Price (MSP) & incentive bonus if any declared by Govt. of India from time to time. The following MSP for Fair Average Quality (FAQ) paddy has been fixed by Govt. of India for KMS 2017-18.

PADDY	MSP
Common	Rs.1550/- Per Qtl.
Grade-A	Rs.1590/- Per Qtl.

Clause- 6 Duties & Responsibilities of PACS

(A) Registration of farmers and regulating arrival of paddy:

- (i) The PACS should ensure that registered farmers who provide their contact number would be intimated by SMS about the dates & quantity of paddy, at least 7 days in advance, as to when to bring the paddy to the PPC.
- (ii) The registered farmers who do not provide their mobile number have to check with the Society about the date of delivery of paddy.
- (iii) The PACS shall generate schedule of procurement of paddy on each PPC/ Mandi date and accordingly intimate the farmers the scheduled date of purchase and quantity of paddy. Schedule of procurement should also be displayed on the notice board of PACS.
- (iv) This exercise is to be completed well in advance and a consolidated report shall be sent to the Collector through District Manager.

(B) Identification of Farmers

- (i) The PACS shall ensure purchase of paddy from the genuine farmers on being identified with any one of the documents furnished at the time of farmers registration.
- (ii) As per Para-3 of Food and Procurement Policy 2017-18, all farmers have to provide information about their identity proof in the registration form which is mandatory. Any of the following three documents along with the Aadhaar number which has been used at the time of farmers registration shall be accepted as identity proof of the farmers.

- Kissan Credit Card (KCC)
- Biju Krishak Kalyan Yojana (BK KY)
- Electors Photo Identity Card (EPIC)

No new farmer identity card (FIC) would be prepared by any district and issued to farmers for paddy procurement during KMS: 2017-18.

- (iii) The PACS/DRCS shall ensure that, the Authorised Person of PACS shall

verify the documents as mentioned at sub-clause-(ii) above before purchase of paddy & the number of identification document shall be mentioned in the respective column of the vendor receipt and purchase register used at purchase centre.

- (iv) The PACS shall ensure issuance of advance token to farmers mentioning Sl. No. (Running Serial No.), date, name of the farmer, paddy in bags to regulate flow of paddy to PPC and quality analysis, weighment of stock in a systematic manner.

(E) Equipments at Paddy Purchase Center

The PACS shall ensure that the following equipment and materials are available at paddy purchase centres.

- i) Moisture meter, ii) Sample divider, iii) Analysis kit, iv) Weighing Scale
v) Mini Grader, vi) Tarpaulin / Polythene sheet and vii) Furniture as per requirement

(F) Mandi Handling Operation

As per decision communicated vide letter No.13244 dt.04.08.2017 from OSCSC Head Office, DLPC shall decide the mandi handling work to be performed at each PACS/Society either by the PACS or by the custom miller partly or fully.

- i. The farmer shall bring paddy at his own arrangement as per the programme i.e. as per advance notice / advance token slip / SMS alert and report at the mandi.
- ii. The society will take sample of paddy and do the testing for moisture and refraction. If the paddy conforms to the FAQ norms, then farmers will be allowed to sell the paddy. If it does not conform to FAQ norms, then the farmer would be requested to take back the paddy, improve its quality and bring back on another date to the PPC for sale or if the mandi has adequate space and facility for cleaning, he can improve the quality there and offer the paddy for sale.

In case of PACS/LAMPCS where heavy arrival of paddy is expected, RMC may provide one Quality Analyst at the society for 3-4 months on outsourcing basis who may be imparted training for 2-3 days by OSCSC / Quality Control Cell of Government of India / FCI.

- iii. If the paddy is accepted, the PACS / Society shall issue a tarpaulin to

each farmer for unloading and heaping of paddy in the campus. All the paddy bags brought by the farmers shall be cut open and arranged in shape of a heap spreading on the tarpaulin.

- iv. PACS shall receive in advance once used/new jute gunny bags supplied by OSCSC/miller for packing of paddy procured from the farmers. PACS shall keep proper records of gunny bags received and utilized.

PACS shall ensure that gunny bags brought by the farmers alongwith paddy are returned to them.

- v. In case the paddy does not conform to FAQ standard, then the same stock may be improved at the cost of the farmer by cleaning and drying under the farmer's supervision. This can be done at societies / mandis which have adequate space to cleaning and drying of paddy.
- vi. The society shall arrange manually operated blower / power cleaner from RMC for cleaning of non-FAQ paddy in case brought by the farmer.
- vii. Society shall arrange required labour for all mandi operations like heaping, re-bagging, packing & double line machine stitching, weighment etc.
- viii. The PACS shall ensure that RMC has made available adequate infrastructure such as tarpaulin, polythene sheets, weighing scales, moisture meter, analysis kit, mini grader etc. at selected PPCs for proper weighment & quality analysis of paddy brought by the farmers. The PACS shall ensure that the quality analysis & weighment of paddy stocks at PPC is made in presence of farmer & miller's representative.
- ix. Transportation of paddy is the responsibility of the millers.

Payment of mandi handling charges

- i. The mandi labour charges will be paid for the mandi handling operations actually performed and as decided in the DLPC, at flat rate for the mandi labour work at the rate decided by the OSCSC Ltd./Govt.
- ii. Proper records and registers like muster rolls for workers engaged at PPCs shall be kept by the PACS
- iii. The PACS shall make necessary arrangement at the PPCs for interim storage of paddy at least for 03 days with watch & ward facility. The PACS shall arrange at the lifting of the stock by the Custom Miller.

(G) Delivery of paddy procured at PACS/Societies

- i. Paddy shall be delivered to the custom miller or his authorized

representatives only as per the authorization letter received from District Manager, OSCSC Ltd. it is responsibility of the PACS to collect authorization letters from the District Manager before commencement of procurement operations.

- ii. It must be ensured by the PACS that the paddy is delivered to the custom miller strictly as per the quantity mentioned in the SAS. PACS will be held accountable for paddy delivered in excess of quantity as mentioned in the SAS.
- iii. Paddy shall be delivered on execution of Transit Pass-cum-Acceptance Note for each vehicle. OSCSC shall not be responsible for the stock dispatched without proper documentation to miller or for the stock delivered other than to the Custom Miller or his representatives duly authorized by District Manager.

(H) Activities relating to P-PAS

The Society Secretary should monitor following points in PACS system during and after configuration of system

- i. Ensure System is clean and virus free.
- ii. Secretary shall install the correct and updated Digital Signature Certificate before commencement of procurement.
- iii. Ensure that data is uploaded in online portal on daily basis after end of a business day.
- iv. Download Farmer Data, other master data (e.g. Bank, Branch and Miller) and farmer Credit Information before start of procurement on each business day.
- v. Keep all Guard Files (e.g. Advance Token, Vendor Receipt, Transit Pass-cum-AC Note and Payment Advice) and related registers up-to-date.
- vi. Verify Bank Account information and ID proof of Farmer before doing any transaction.
- vii. Confirm bank Account details during Advance token generation with farmer.
- viii. Society should enter the FAQ norms and weighment of paddy as per the procurement guidelines
- ix. Issue Transit Pass-cum-A.C Note for each consignment

- x. Issue vendor receipt to the farmers after procurement duly signed by the farmer
- xi. To ensure acceptance of T.P-cum-A.C Note of the delivered paddy to the miller
- xii. To ensure society should upload the payment advice on daily basis in the online portal
- xiii. Societies should check the payment status of the farmer on regular interval of time. In case of rejected payment of the farmers, Societies should coordinate with CSO's office to update the correct bank information in Food Odisha Portal. After updation of the farmer data and download the master data, reprocess the payment of the concerned farmers through the system.
- xiv. After the paddy procurement of each season, society secretary should close the season in the P-PAS application and send report to the District Manager.
- xv. Any kind of tampering of information in P-PAS application or by logging into database will be treated as an offense and stringent action will be taken against concerned societies.

(I) Publicity

It shall be the responsibility of the DRCS/DCCB & PACS to make adequate publicity for the knowledge of farmers about the day & timing of operation of PACS & area tagged to each selected PACS.

(J) Training

- (i) The PACS must ensure that all officials engaged in paddy procurement operations are trained. The training must include uniform specifications of paddy, MSP, operations at purchase centre, handling of equipments and online transfer of payment advice.
- (ii) The PACS must ensure that PACS impart training to farmers in its area of jurisdiction about FAQ standard of paddy.

(K) Target on Procurement

- (i) The Collector of the District shall allocate targets to be procured through PACS keeping in view the district wise target.
- (ii) The PACS/DCCB/DRCS shall ensure procurement of paddy within the target as decided by the District Collector.

- (iii) Considering the progress of procurement at PACS the Collector of the district shall modify the target assigned to PACS at his level. The DCCB/DRCS shall ensure that the PACS shall not procure paddy in excess of the assigned target.

(L) Procurement Operations of Paddy

- (i) The PACS shall ensure purchase of FAQ paddy from the genuine farmers. In no case the OSCSC Ltd. shall accept non-FAQ paddy.
- (ii) The PACS shall make necessary arrangements for opening & operation of purchase centers at suitable places and on specified days as per decision of DLPC of the district.
- (iii) The PACS shall ensure that paddy is purchased at the designated centres as decided by the DLPC.
- (iv) Paddy shall remain in the custody of the selected PACS, till its delivery to the designated custom miller within stipulated period. Undelivered paddy shall be kept at PACS for interim storage. The PACS shall ensure the quality and quantity of paddy during interim storage. Corporation shall not allow any shortage for such interim storage.
- (v) The Minimum Support Price and quality specification of paddy shall be displayed at the purchase centres.
- (vi) All documents, registers etc. shall be system generated and kept in bound form for future reference.
- (vii) The copies of the Transit Pass-cum-A.C Note shall be submitted by the Secretary, PACS at the District Manager's office on weekly basis for reference and record.

(M) Payment of MSP to Farmers

- (i) In all paddy procuring blocks, P-PAS has been implemented. All payments to farmers account shall be done through electronic mode. Payments to the farmers shall be made directly from OSCB to the farmers account under proper authentication. Such direct transfer of funds to the accounts of farmers will be made as per the data entry made by PACS in P-PAS application. In exigencies involving failure of online mechanism such payment will be made from respective DCCB by way of direct transfer of MSP dues to the farmers accounts.
- (ii) The Society Secretary shall ensure that at the day end payment advice

is prepared as per all procurement transactions of the day, he has digitally signed and the generated .xml/ File is uploaded to P-PAS Server under proper verification immediately. There should not be any variance of data between P-PAS central server and local application.

- (iii) If there is delay in submission of payment advice to the P-PAS Server due to unavoidable circumstances the same shall be recorded by the Secretary of PACS and intimated to Higher Quarters (both Co-operation & Food, Supplies wings).

(N) Maintenance of Records & Registers

- (i) The PACS/DRCS shall ensure proper maintenance of following records and registers on purchase of FAQ/ URS paddy from farmers.

• Token Slip	• Cash Book
• Quality Test Report of paddy	• Farmers paddy assessment and procurement register
• Vendor Receipt	• Paddy Stock Register
• Paddy Purchase Register	• Paddy Dispatch Register
• Paddy Rejection Register	• Miller's Control Register (Paddy)
• Transit Pass- cum- Paddy Acceptance Note	• Millers Authority Slip (MAS) & Society Authority Slip (SAS)

- (ii) The above registers/documents (except cash book) are system generated and no manual registers/documents would be used. So PACS/Society are to preserve hard copy of all such registers/documents in bound book shape for all future purposes.
- (iii) The registers & documents relating to the purchase of paddy can be inspected by the Officer of the OSCSC Ltd. or Officers of the Government or Officers of the concerned district or the officials of the DRCS, DCCB & OSCB as & when required.
- (iv) The PACS shall ensure issue of Transit Pass-cum- Acceptance Note in duplicate to the custom miller. One copy shall be handed over to the concerned Authorised Officer looking after joint custody & maintenance of paddy at custom millers point.
- (v) The Authorised Person of PACS, miller or his authorized representative and the driver of the vehicle shall sign the Transit Pass-cum- Acceptance Note positively.

Clause-7 Penalty

In case of delivery of paddy without issue of Transit Pass-cum-Acceptance notes or delivery of paddy to the millers or their authorized representatives in variance to the instructions of the CSO-cum-District Manager or non-delivery of paddy purchased or non-reconciliation of paddy account or shortage of paddy procured, the cost of paddy with other expenses as will be decided by the OSCSC Ltd. shall be recovered.

Clause-8 Duties & Responsibilities of OSCSC Ltd.:

- (i) The OSCSC Ltd. shall make arrangement of required funds towards cost of FAQ / URS paddy to the Odisha State Co-operative Bank (OSCB) for direct transfer of funds to the accounts of farmers online.
- (ii) District Manager shall:
 - a) Tag custom millers to the purchase centres so as to ensure smooth lifting of paddy procured by the PACS.
 - b) Issue authorization slip containing the photo and specimen signature of the miller and authorised persons to lift paddy from the PACS
 - c) Ensure issue of SAS in time facilitating delivery of paddy procured by the PACS to the millers
 - d) Provide required technical support for proper operation of the P-PAS on requisition of the Secretary, PACS in course of procurement operations.
- (iii) The CSO-cum-District Manager and his field functionaries shall supervise the procurement operation at PACS and inspect the books of accounts and other records, registers maintained at PACS.

Payment of Commission

- i. PACS shall be paid commission and Mandi Labour Charges at the rates fixed by OSCSC for the quantity of paddy procured & delivered to custom millers of OSCSC.
- ii. The Commission shall be released centrally to OSCB in two phases i.e. in the month of May, 2018 & September, 2018 on receipt of bills, after Kharif & Rabi procurement is over.
- iii. Payment of Commission shall be made after recovery of Income Tax (TDS) & other statutory dues as applicable.

Clause-9 Procurement period

Paddy procurement during the current KMS will be done as per the following timelines

Season of KMS 2017-18	Procurement Period	
	From	To
Kharif	01-11-17	30-04-18
Rabi	01-05-18	30-6-18

Clause-10 Paddy Procurement Automation System (P-PAS)

- i. The whole process of procurement of paddy at Society/market yard level would be automated so that all the transactions including delivery of paddy to miller and payment of paddy cost to farmers are made on-line through a web-based application. All transactions at a mandi are done through computer both in online mode or in offline mode in all paddy procuring blocks. If it is done in offline mode, societies will sync it with central server on regular basis.
- ii. In the KMS 2017-18 paddy will be purchased using P-PAS application in all paddy procuring blocks in 30 districts of the State.
- iii. Responsibility of societies is to procure computer, printer, inverters, Digital Signature Certificate (DSC) & arrangement for internet connectivity and manpower.

Clause-11 Guidelines for Decentralized Procurement Operation

The conditions stipulated in the procurement guidelines for Kharif Marketing Season (KMS) 2017-18 shall form a part of this agreement.

Clause-12 Savings

It is mutually agreed by the parties that in any exigency not visualized & not covered in this agreement shall be mutually sorted out by both parties by modifying the agreement to that extent.

During course of procurement MD, OSCSC Ltd., MD, OSCB and Registrar, Cooperative Societies shall be competent authorities to issue any clarification or further instructions in consultation with each other with regards to paddy procurement operation by PACS. Both the parties to this agreement shall abide by such instructions.

Clause-13 Arbitrator

It has been mutually agreed by both the parties that in the event of any dispute covering or arising out of this contract / agreement the same shall be referred to Arbitrators i.e. the Commissioner-cum-Secretary, F.S. & C.W. Department and Commissioner-cum-Secretary, Co-operation Department, Government of Odisha for adjudication of the disputes. The decision / award of the Arbitrators shall be final and binding on both the parties.

This agreement is made in duplicate, one copy each to be retained by each party.

In witness whereof the parties hereto have put their hands and seals on the dates respectively given against their signatures.

Signature

**(Name in capital letters)
Secretary, PACS**

(Signature)

**(Name in capital letters)
District Manager
OSCSC Ltd. _____**

(Seal)

**Signature)
(Name in capital letters)**

(Seal)

**Signature
(Name in Capital letters)**

Witness

**1. (Signature)
(Name in capital letters)
S/o.**

Address

2.

Witness

**1. (Signature)
(Name in capital letters)
S/o**

Address

2.