



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

C/2, NAYAPALLI, BHUBANESWAR-12

PP: 114/2014

Letter No

22611

Dated-

11-12-14.

FAX	EMAIL	WEB	SMS
RP	SP	OP	LOCAL

From

Sri Niranjana Nayak, OAS (SAG),
Managing Director.

To

All CSO-cum-District Managers,
OSCSC Ltd.

Sub: Tripartite agreement with Executive Engineer (Irrigation) and Pani Panchayats acting as commission agents for OSCSC for KMS: 2014-15.

Sir,

Enclosed find herewith the tripartite agreement form to be executed with Executive Engineer (Irrigation) & PPs. This agreement shall be executed by District Manager, OSCSC Ltd. with the Executive Engineer (Irrigation) In-charge of the Pani Panchayat and authorised person of Pani Panchayat 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 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.

Encl:- Agreement form

Yours faithfully,


Managing Director

Memo No. 22612 /Date 11-12-14.

Copy forwarded for information and necessary action to:-

1. Principal Secretary, Water Resources Department, Govt. of Odisha, Bhubaneswar.
2. Commissioner-cum-Secretary, F.S & C.W Department, Govt. of Odisha, Bhubaneswar.
3. All Collectors & District Magistrates.
4. All Executive Engineers (Irrigation).


Managing Director

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

TRIPARTITE AGREEMENT

**AGREEMENT WITH EXECUTIVE ENGINEER (IRRIGATION) & PANI PANCHAYAT
(PP) WITH THE ODISHA STATE CIVIL SUPPLIES CORPORATION LTD FOR
PROCUREMENT OF PADDY DURING KHARIF MARKETING SEASON 2014-15.**

This deed of agreement is made on _____ day of _____
2014.

Among

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

And

M/s. _____, Pani Panchayat represented through its Authorized Person Smt./ _____ D/o / W/o _____ At- _____, PO- _____, P.S._ _____, Dist- _____ hereinafter called "The PP" which expressions shall mean & include where the context so admits his successors in office **on the second part.**

Authorized Person
PP

EXECUTIVE ENGINEER

District Manager
OSCSC Ltd.

And

The Executive Engineer(Irrigation), _____ District being the Nodal Officer for Pani Panchayat here in after called as “The Executive Engineer” which expressions shall mean & include where the context so admits his successors in office **on the third part.**

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

Clause-I **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 Plot No. C/2, Nayapalli at Bhubaneswar-12, Dist-Khurda.
- 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 or any officer authorized by him in writing on his behalf for any specified work to take up on his behalf.
- f) “Executive Engineer” shall mean the Executive Engineer (Irrigation) in charge of the Pani Panchayat.
- g) “PP” shall mean the Pani Panchayat registered and authenticated as stipulated by the Govt. in F.S & C.W. Dept.
- h) “Contract” shall mean this agreement and such general and special conditions as may be added to it mutually agreed by the Executive Engineer and the District Manager of the Corporation from time to time.
- i) “Custom Miller” shall mean & include the person or persons, firm or company to whom the contract for milling of paddy & other ancillary works has been entrusted by the OSCSC Ltd.
- j) “Godown” shall mean the godown of the Corporation or godown hired by the Corporation for storing of PDS commodities.
- k) “Paddy Purchase Centre” shall mean the place where the PP shall purchase paddy on behalf of the OSCSC Ltd.

- l) "Purchase Officer" shall mean an Officer designated by the District Manager of OSCSC Ltd. after due approval of District Collector to supervise the purchase of paddy.
- m) "Authorized Officer" shall mean any Officer authorized by the Corporation / District Manager / Collector for specific purpose.
- n) "Transport Contractor" shall mean a person, firm or company appointed by the Managing Director or the District Manager of the OSCSC Ltd. for transportation of paddy.
- o) "Stock" shall mean the FAQ / URS paddy purchased from farmers.
- p) "Paddy" shall mean the FAQ and URS paddy of Grade- A and Common variety as per specification prescribed by the Government of India.
- q) "Food and Procurement Policy" shall mean the Food and Procurement Policy issued by Government of Odisha for the KMS 2014-15.
- r) "CAP Storage" shall mean the Covered and Plinth storage of paddy.
- s) "CAP Storage Centre" shall mean Cover and Plinth Storage Centre managed by OSCSC for temporary storage of paddy purchased by PACS/Societies.
- t) "Guideline" shall mean the operational guidelines issued by the Corporation for procurement of paddy for the KMS 2014-15.

Clause-2 Objective of the Contract:

As per Food and Procurement Policy for KMS 2014-15, the Corporation has to undertake for procurement of paddy from farmers at the PPC to be operated by selected PPs as commission agent. The Executive Engineer shall act as Nodal Officer for procurement of FAQ / URS paddy through PPs in the concerned districts.

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 30.09.2015 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.

Clause-4 Target on Procurement

- (a) OSCSC Ltd. shall purchase paddy through PP in the Gram Panchayats where centres operated by PACS are not in operation, as decided by the district Collector.
- (b) The Collector of the District shall allocate targets to the selected PPs keeping in view the district wise target.
- (c) PP shall procure paddy within the target as decided by the District Collector.
- (d) Considering the progress of procurement at PP, payment of MSP & maintenance of records on registers, the Collector of the district may modify the target assigned to PP at his level.

Clause-5 Responsibilities of the PP

(i) Specification of Paddy

- (a) PP shall purchase paddy confirming to the uniform specifications of paddy prescribed by the Govt. of India for KMS 2014-15 as detailed below.

Schedule of Specifications

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%.

- (b) The Corporation shall accept only FAQ/URS paddy as specified by the Govt. of India. Under no circumstances the Corporation shall accept paddy below specification.

(ii) Minimum Support Price

PP shall make the payment of cost of paddy conforming to the specifications as mentioned at (i) above 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 have been fixed by Govt. of India for KMS 2014-15.

PADDY	MSP
Common	Rs.1360 Per Qtls.
Grade-A	Rs.1400 Per Qtls.

(iii) Procurement Operations at Purchase Centre

- (a) The PP shall purchase FAQ/URS paddy from the genuine farmers preferably from small and marginal farmers. In no case the OSCSC Ltd. shall accept non-FAQ/non URS paddy purchased by the PP.
- (b) The PP shall operate purchase centers at suitable places and on specified days only as per decision of the Collector of the district for purchase of paddy.
- (c) Paddy shall remain in the custody of the selected PP, till its delivery to the designated custom miller/H & T Contractor or their representative duly authorised by District Manager. Undelivered paddy shall be kept at PP as interim storage. The PP shall ensure the quality and quantity of paddy during interim storage. Corporation shall not allow any shortage during such interim storage.
- (d) The purchase centre run by PP shall operate on specified days of a week as decided in the District Level Paddy Procurement Committee meetings or by the Collector. So as to procure all marketable surplus within stipulated period (90 days Kharif / 45 days Rabi).
- (e) The Minimum Support Price and quality specification of paddy shall be displayed at the purchase centres.
- (f) SMS to farmers about date and quantity of purchase at PPCs through mobile phones if provided.
- (g) Notification about the list of farmers for selling paddy shall be made at least 7 days in advance.
- (h) On arrival of paddy the farmer shall produce the copy of the document as furnished in farmers registration form.

- (i) Purchase of paddy within target and stipulated procurement period.
- (j) Basing on the vendor receipt, the paddy purchase register shall be maintained. In case of P-PAS blocks such registers shall be system generated.
- (k) The paddy so purchased shall be delivered to the custom miller/CAP storage centre (CAPSC) on execution of transit pass for each vehicle.
- (l) At the end of the day, an acceptance note for each custom miller/CAP storage centre for the total quantity of paddy delivered to the miller/ CAP storage centre shall be prepared mentioning the required certificates and issued. For paddy purchased by PP, Acceptance Note shall be issued by the authorised persons of PP. For paddy delivered to CAP storage centre the acceptance note shall be prepared by PP.
- (m) The payment of the total cost of paddy shall be made on the spot preferably within three days but not later than seven days by account payee cheques obtaining signature of the farmer in the cheque issue register or through online transfer.
- (n) The purchase register in two sets shall be used in the purchase centers other than PPCs of P-PAS blocks. The purchase register maintained for the day shall be transmitted to the designated place for computerization of purchase data.
- (o) The copies of the acceptance note shall be submitted by authorised person of PP at the District Manager's office on weekly basis for reference and record.
- (p) The cash book shall be maintained date wise.

(IV) Delivery of paddy to Miller / Authorized representative of Miller

- (a) The paddy purchased by PP shall be delivered to the Miller or his authorized representative on execution of Transit pass for each consignment.
- (b) Executive Engineer is to provide copy of Authorization Letter of the miller, as supplied by the District Manager, to all PPs.
- (c) At the end of the day of procurement Acceptance Note shall be executed by the PP for the entire quantity of paddy delivered to the millers during the day.
- (d) Executive Engineer shall ensure that paddy is delivered only to the miller /

authorized representative of the miller. Executive Engineer shall be held responsible for delivery of paddy in variance to the authorization letter.

(V) Payment of MSP to Farmers

- (a) The PP shall purchases paddy from the farmers at MSP & Bonus, if any at the prescribed rates as mentioned at Clause-'ii' of para-5 above & payment is made through account payee cheque indicating the full name and Account number of the farmer or through online Bank transfer mentioning the account number of farmer. **PP shall make payment to the farmers through account payee cheques or online bank transfer irrespective of the quantity purchased.**
- (b) The payment of total cost of paddy to the farmer shall be made by the PP on the spot or preferably within 3 days but not later than 7 days in any case.
- (c) **The PP shall make payment to the farmers out of their own funds for the purchase of paddy from the farmers within the specified period as at Para-(a) above and there is no credit purchase.**
- (d) **The cost of paddy shall be reimbursed by the District Manager on receipt of information from PP indicating the following information along with copies of executed Acceptance Note of paddy duly authenticated by the Executive Engineer. The up to date mobile reporting of paddy purchased by the PP shall also be considered by the District Manager for reimbursement of cost of paddy.**

Sl. No.	Name of the Farmer	S/o / D/o / W/o	Village	Identity Proof Document No. & Date	Paddy Sold (In Qtls.)	Cheque No.	Date	Farmer's Bank Account Number.

- (e) The PP shall be responsible for any delay payment or deviation in mode of payment. In case of delay in payment of MSP to farmers due to unavoidable circumstances the same shall be recorded by the Authorised Person of the PP in the purchase register and shall inform the matter to the Executive Engineer/ District Manager.
- (f) The PP shall maintain the acknowledgement of receipt of cheques by the farmers in the Cheque Issue Register for periodical checking & future reference.

- (g) The PP shall not make any credit purchase of paddy and shall procure within the target assigned by the Collector. OSCSC shall not be responsible for any credit purchase and PP has to bear the entire responsibility.
- (h) The PP shall ensure that the cheques are honored expeditiously by the Banks and farmers benefit from the system of payment through cheques.
- (i) It is the responsibility of PP to ensure that no farmer has got the price of the paddy sold below the MSP after quality analysis of his paddy as per prescribed specifications. In case of any complaint on the MSP from farmer, the same shall be the exclusive responsibility of PP & the OSCSC Ltd. shall not be responsible for such payment.

(VI) Identification of Farmers

- (i) The Executive Engineer shall ensure purchase of paddy through PP from the genuine farmers on being identified with any one of the documents furnished at the time of farmers registration.
- (ii) As per Para 9(a) of Food and Procurement Policy 2014-15, all farmers have to provide information about their identity proof in the registration form which is mandatory. Any of the following three documents which has been used at the time of farmers registration shall be accepted as identity proof of the farmers.
 - Kissan Credit Card (KCC)
 - Biju Krushak 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: 2014-15.

- iii. The Executive Engineer shall ensure that, the Authorised Person of PP 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 vender receipt and purchase register used at purchase centre.
- iv. The Executive Engineer shall arrange issuance of token through the selected PP to farmer on his arrival at PPC mentioning Sl. No. (Running Serial No.), date, name of the farmer, paddy in bags to regulate quality analysis,

weighment of stock in a systematic manner.

(VII) Equipments at Paddy Purchase Center

It must be ensured that the following equipment and materials are available at paddy purchase centres operated by PP.

- (i) Moisture meter
- (ii) Sample divider
- (iii) Analysis kit
- (iv) Weighing Scale
- (v) Mini Grader

Materials

- (i) Tarpaulin / Polythene sheet
- (ii) Furniture, as per requirement

(VIII) Mandi Handling Operation

In the purchase centres operated by PP the mandi handling i.e heaping, re-bagging, stitching, weighment and temporary stacking shall be the responsibility of PP. **In case the societies express inability to undertake mandi handling operations, in such case only 50% of commission due shall be paid to PP.**

1. For paddy procured and delivered to the custom millers

- 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 is confirming to the FAQ norms, then farmers will be allowed to sell the paddy. If it does not confirm to FAQ norms, then the farmer would be requested to take back the paddy and bring after drying and cleaning. As most Societies do not have Quality Checking staff, RMC may provide one Q.C staff at the society for 3-4 months on temporary basis. S/he may be a BSc graduate who may be paid Rs.8000/- per month. They may be imparted quick training of 2-3 days by OSCSC / Q. C. Cell of Government of India / FCI.
- iii. If the paddy is accepted, the 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. 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.
 - v. The society shall arrange manually operated blower / power cleaner from RMC for cleaning of non-FAQ paddy in case brought by the farmer.
 - vi. Society shall arrange required labour for all mandi operations like heaping; re-bagging in OSCSC supplied gunny, packing & double line machine stitching etc.
 - vii. The Executive Engineer shall ensure availability of adequate infrastructure such as tarpaulin, polythene sheets, weighing scales, moisture meter, analysis kit, mini grader etc. at selected PP for proper weighment & quality analysis of paddy brought by the farmers by the RMC. The Executive Engineer shall ensure that the quality analysis & weighment of paddy stocks at PPCs Center shall be made in presence of farmer & miller's representative.
 - viii. Loading of paddy to the vehicles is the responsibility of the millers.

2. For paddy procured and delivered to the CAP storage centre

- i. PP shall undertake all the operations as at Para - (F) 1 i to vii.
- ii. The society shall pack 40 kg paddy standard in the new gunny bags / serviceable once used gunny bags and ensure double line machine stitching with a flap / identity slip at mouth end. The identity slip shall be of cotton cloth with the size of 10 cm x 7 cm.
- iii. The identity slip shall contain information on society code, name of the society, KMS and net weight. This identity slip needs to be pre-printed except weight and may be done centrally by the Executive Engineer and provided to the societies.
- iv. Before stitching, the weighment of each bag shall be taken up to ensure that 40 kg. net weight of paddy is packed. Weighment may be made using electronic / manual weighing scale.

- v. The H & T contractor of OSCSC shall lift the paddy at his own arrangement from the society. The H & T Contractor shall load the paddy to his vehicles for transportation to the CAPSC.
- vi. Society shall prepare a "Transit Pass of Paddy" as per prescribed format for each truck of paddy lifted by the H & T Contractor.
- vii. One Paddy Acceptance Note is to be prepared for all paddy transferred in one date to a CAP Storage centre by the society. This will be the abstract of all paddy sent by the society to one CAPSC.

3. Payment of mandi handling charges

- i. Mandi handling charges shall be paid proportionately to the PP/Custom Millers and H & T Contractors for the mentioned operations as decided by OSCSC Ltd. The mandi labour charges will be paid at flat rate as decided by the OSCSC Ltd. irrespective of the expenditure incurred.
- ii. The PP shall furnish certificate in the prescribed format (**as at Annexure-I**) to the District Manager for payment of mandi labour charges. The Executive Engineer shall ensure that the PP shall furnish certificate in prescribed format to the District Manager for payment of mandi labour charges.
- iii. The Executive Engineer shall make necessary arrangement at the selected PP for interim storage of paddy at least for 03 days with watch & ward facility at PP. The Executive Engineer shall arrange at the selected PP to lift the stock by the Custom Miller/H & T Contractor (CAPSC), of a minimum quantity of 40 qtl. / 100 bags of paddy that could be transported in a mini truck.

(IX) Delivery of paddy procured at Societies

- i. The paddy procured by PP on behalf of OSCSC shall be delivered to custom miller or H & T Contractor for CAPSC as per decision and direction of the District Manager, OSCSC Ltd.
- ii. Paddy shall be delivered to the custom miller/H & T Contractor or their authorized representatives only as per the authorization letter issued by the CSO-cum-District Manager.
- iii. Paddy shall be delivered on execution of Transit Pass for each vehicle. One acceptance note shall be prepared at the end of the day for entire paddy

delivered on the date. This will be the abstract of all paddy sent by the society to one CAPSC/Miller. OSCSC shall not be responsible for the stock dispatched without proper documentation to CAPSC/Miller or for the stock delivered other than to the Custom Miller/ H & T Contractor or their representatives duly authorized by District Manager.

- iv. Executive Engineer shall ensure that paddy delivered to the custom miller is within the security value as intimated by CSO-cum-District Manager

(X) Delivery of paddy to Miller / Authorized representative of Miller

- (i) The paddy purchased by PP shall be delivered to the Miller or his authorized representative on execution of Transit pass for each consignment.
- (ii) Executive Engineer is to provide copy of Authorization Letter of the miller, as supplied by the District Manager, to all PPs.
- (iii) At the end of the day of procurement Acceptance Note shall be executed by the PP for the entire quantity of paddy delivered to the millers during the day.
- (iv) Executive Engineer shall ensure that paddy is delivered only to the miller / authorized representative of the miller. PP shall be held responsible for delivery of paddy in variance to the authorization letter.

(XI) Computerization of Paddy Procurement Data

- a. The Executive Engineer shall ensure farmers data entry for the paddy purchased by the PP. However this is not required for paddy procured made in P-PAS blocks.
- b. Executive Engineer shall make online reporting of the quantity of paddy purchased on each day indicating the number of PP engaged and number of farmers from whom paddy purchased in the website www.foododisha.in and www.oscsc.in.

(XII) Mobile Reporting of Paddy Procurement

- i. The paddy purchase made at Societies shall be reported through SMS to Mobile No. 9437000359, by the respective agency / Purchase Officer through their registered mobile number.
- ii. The SMS must be sent AC Note wise daily at the end of the day.
- iii. The SMS reporting of paddy purchase shall be taken into account while considering release of funds for purchase of paddy.

- iv. SMS reporting will be the precondition for release of commission and mandi handling charges to the Societies.
- v. SMS reporting should be sent on the same day on issue of AC Note or within maximum period of 7 days.
- vi. In case of any mistake, correction can be done at CSO Office within 7 days of execution of A.C Note.
- vii. P-PAS societies need not send SMS as these transactions are captured on line.

The SMS will have the following format:

PP_DDMMYY_Miller Code_Quantity_AC Note Number

(6 digits) (in Quintals & Kg) (6 digits)

The SMS may be like **PP_081212_290101_9999.99_XXXXXX**

The SMS is to be sent to the phone number-**9437000359**

('_' indicates 'space')

PP : PP indicates Paddy Procurement it is to be typed as PP.

DDMMYY = 081212 indicates 8th December, 2012 i.e. the date of delivery to the miller as per AC Note.

Miller Code = M290101 is the rice mill code. This code indicates the first rice mill of Binka Block of Subarnapur District. The 'M' of miller code to be ignored.

Quantity = 9999.99 indicates the quantity of paddy *in quintals and kg* delivered to the above mill on 8th December'2012.

- i) When the miller delivered with **Q 75.25 Kg** of paddy the SMS will have the following format
PP_081212_290101_75.25_123456
- ii) When the miller delivered with **Q 250** of paddy the SMS will have the following format
PP_081212_290101_250_123456
- i) When the miller delivered with **Q 1250.05 kg** of paddy the SMS will have the following format
PP_081212_290101_1250.05_123456
- ii) When the miller delivered with **Q 1250.50 kg** of paddy the SMS will have the following format
PP_081212_290101_1250.5_123456

One SMS can accommodate upto 9999.99 quintals of paddy delivered in one AC Note.

AC Note Number = XXXXXX indicates six digit AC Note Number by which paddy was transferred to the Miller.

(XIII). Maintenance of Records & Registers

- (i) The PP shall maintain proper accounts on purchase of FAQ/ URS paddy from farmers. For the purpose the following registers/ records shall be maintained:

• Token Slip	• Paddy Acceptance Note
• Quality Test Report of Paddy	• Paddy Stock Register
• Vendor Receipt	• Paddy Despatch Register
• Paddy Purchase Register (two sets)	• Miller's Control Register (Paddy)
• Paddy Rejection Register	• Cheque Issue Register
• Transit Pass (Paddy)	• Cash Book
• Farmers paddy Assessment Register	

- (ii) In case of P-PAS blocks above registers/documents are system generated. So Societies are to preserve hard copy of all computer generated registers/documents in bound book shape for all future purposes.
- (iii) In case of PP tagged with CAPSC following documents/registers shall be maintained at Society.
- Paddy Transit Pass
 - Paddy transfer acceptance note
 - Paddy receipt register
 - Paddy stock register
 - CAPSC control register
- (iv) The PP shall make quality checking of FAQ / URS paddy purchased from farmers and records are maintained on such quality analysis in cases of rejection of paddy brought by the farmer.
- (v) The PP shall issue vender receipts supplied by the OSCSC Ltd. to the farmers on purchase of FAQ/URS paddy.
- (vi) The PP shall obtain acknowledgement of the farmers on receipt of cheques in the cheque issue register for periodical checking & future reference.
- (vii) The PP shall make proper entry of the paddy purchased in the purchase register. Two such registers shall be maintained by the PPs for use alternatively to facilitate in sending one register to the place of computerization for necessary entry.

- (viii) The PP shall maintain separate cash book for procurement operation, which can be verified by the authorities of Executive Engineer/OSCSC Ltd. as & when required. The Cash Bok shall reflect daily payment made to the farmers.
- (ix) The PP shall give the following certificates on the Acceptance Note used towards delivery of paddy to custom millers by the selected PP.
 - (1) Old jute gunny bags for packing of paddy supplied by the miller.
 - (2) Handling operations, except loading of paddy to the vehicle of the miller, have been carried by the PP.
 - (3) Transportation of paddy done by the miller.
Transportation of paddy to the mill point & supply of bags for packing of paddy is the responsibility of custom miller.
- (x) **The PP shall issue Acceptance Note in duplicate to the custom miller / authorized representative on the day of delivery of paddy. One copy of A/c note shall be handed over to the concerned custom miller and the other for use of Authorised Officer looking after custody & maintenance of paddy at custom millers point.**
- (xi) The registers & documents relating to the purchase of paddy can be inspected by the Officer of the Executive Engineer/OSCSC Ltd. or Officers of the Government or Officers of the concerned district as & when required.

(XIV) Submission of Report & Returns.

- (a) The PP shall submit information on procurement of paddy to the District Manager/Executive Engineer.
- (b) PP shall submit information indicating the name of the farmers, quantity of paddy purchased, cheque number, amount and date of payment thereof along with copies of executed acceptance note of paddy duly authenticated by the Executive Engineer for reimbursement by the District Manager. .
- (c) The PP shall maintain the records/registers & documents on paddy procurement operation as prescribed by the Corporation & preserve by PPs for future reference & for the purpose of audit.
- (d) The PP shall submit executed copies of Acceptance Notes to the District Manager within a week of issue of Acceptance Note. The authorized officer of PPs, millers or his representative shall sign the Acceptance Note.

Clause-6 Responsibilities of the Executive Engineer

(i) Selection of PPs

- (a) OSCSC Ltd. shall purchase paddy through PP in the Gram Panchayats where centres operated by PACS are not in operation, as decided by the district Collector.
- (b) The Executive Engineer shall ensure selection of suitable PPs after assessing their available manpower, infrastructure, testing equipments, track records, financial capability, location, storage capacity & past performance during previous KMS.
- (c) The Executive Engineer shall ensure selection & engagement of suitable & capable PPs fulfilling the parameters as specified at sub-clause-(b) above from among the PP who have registered online and authenticated as stipulated by FS & CW Deptt., with due approval of Collector & in consultation with District Manager, OSCSC Ltd.
- (d) The Executive Engineer shall prepare a list of selected PPs participating in current procurement operation & communicate the same to the District Manager, OSCSC Ltd.
- (e) The PPs whose performance was found unsatisfactory during previous KMS or any dispute is pending shall not be selected in the current paddy procurement operation.

(ii) Training & Monitoring

- (a) The Executive Engineer shall arrange awareness-cum-training programme among the selected PP to make them familiar with the quality specification, various stage of paddy procurement operation, maintenance of records & payment of MSP. This training will be organized with the help of District Manager and his staff.
- (b) The Executive Engineer shall ensure that the PPs selected to participate in procurement operation shall make online registration of farmers.
- (c) The Executive Engineer/any Officer Authorized, can verify the records & registers maintained by the PP as and when required by him.
- (d) On intimation of delay in payment of MSP or deviation in mode of payment to farmers due to unavoidable circumstances by any PP, the same shall be intimated to the District Manager and the Collector.

- (e) Executive Engineer will provide assistance to District Manager and his staff in discharging their duties related to paddy procurement through PPs.
- (f) The Executive Engineer will ensure that field functionaries working under his/her jurisdiction make periodical visits/inspections to PPs engaged in paddy procurement.
- (g) The Mobile reporting by PPs of paddy purchased shall be ensured.

(iii) Publicity

The Executive Engineer shall ensure that adequate publicity through the field functionaries about purchase of paddy by PP & the day & timing of procurement operation & area tagged to each selected PPs has been made properly.

(iv) Flow of Funds

- (a) The PP shall make payment to the farmers out of their own funds for the purchase of paddy from the farmers within the specified period and there is no credit purchase.
- (b) Information indicating the name of the farmers, village/GP, quantity of paddy purchased, cheque number, amount and date of payment thereof along with copies of executed acceptance note of paddy shall be submitted by the PP to the Executive Engineer.
- (c) The Executive Engineer shall process the said information within a reasonable period & submit to the District Manager for reimbursement. The funds on reimbursement by the District Manager, shall be released by the Executive Engineer to the PP within a reasonable period.
- (d) Similarly claims on mandi handling operations and commission by PP shall be processed to the District Manager and on receipt of amount from the District Manager the same shall be released to the PP within a reasonable period.

Clause-7 Responsibilities of the Corporation

(i) Flow of Funds

- (a) The selected PP as intimated by the Executive Engineer shall be appointed for procurement operation on behalf of the Corporation.

- (b) The District Manager shall provide the prescribed registers & records for use in paddy procurement operation by the PP.
- (c) As per the request of the Executive Engineer, the District Manager shall assist in imparting training on paddy procurement to the selected PP.
- (d) The cost of paddy shall be reimbursed by the District Manager on receipt of information from PP duly authenticated by the Executive Engineer in prescribed format at para 5(v) along with copies of executed Acceptance Note of paddy.
- (e) The District Manager shall reconcile on the paddy purchase by each PPs basing on the Acceptance Note issued to the custom millers and the record maintained by the custom millers / Authorized Officer for joint custody and maintenance of paddy.

(ii) Payment of Commission, Mandi Labour Charges etc.

- (a) The Corporation shall pay the Commission to the PP through the Executive Engineer on the actual quantity of paddy delivered by the PP to the custom millers as per the economic costing of Government of India under the head “Commission to Society” for the KMS 2014-15 under decentralised paddy procurement scheme. This payment will be released only after reconciliation of paddy account and receipt of farmers’ information as specified at Clause-5 (xii) from the PP and up to date Mobile reporting in case of non P-PAS blocks and auto captured paddy procurement available online in case of P-PAS blocks.
- (b) Proportionate Mandi Labour charges as decided by OSCSC for the KMS 2014-15 will be paid by the OSCSC Ltd. to the PP through the Executive Engineer for the operations carried out by them.
- (c) The payment of Commission shall be made, subject to deduction of Income Tax and other statutory dues at source.

Clause-8 Penalty

In case of delivery of paddy without issuance of A/c notes or non-delivery of paddy purchased or delivery of paddy other than to the miller or his authorized representative as discussed at para 5(viii) or non-reconciliation of paddy, the economic cost of said quantity of paddy shall not be reimbursed by the OSCSC Ltd.

Clause-9 Procurement period

As in previous years, procurement of paddy from farmers in KMS 2014-15 shall be made during the period commencing from 1st October 2014 and ending on 30th September 2015.

- **The paddy procurement period is confined to 90 days for Kharif and 45 days for Rabi, calculated from the first date of purchase in the district for KMS: 2014-15.**

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. In the KMS 2014-15 paddy will be purchased using P-PAS application in 60 blocks in 24 districts of the State as per list at **Annexure-II**.
- ii. In P-PAS blocks, all the documents and registers shall be generated online. So PACSs/Societies are to preserve the hard copy of all computer generated documents/registers in bound book shape for all future purposes.

Clause-11 Receipt of paddy by CAPSC from society

- (i) Paddy duly packed 40 kg standard in new SBT gunny bags / used gunny bags shall be delivered by the level-I H & T contractor at the CAP Storage Centre.
- (ii) The CAP Storage Centre in-charge shall ensure drawal of samples (10%) vehicle wise and conduct quality check and moisture test. If the paddy brought from the society conforms to FAQ standard, then the same shall be unloaded for stacking.
- (iii) For unloading of FAQ paddy by the transport contractor, the Manager CAP Storage Centre shall conduct moisture test and quality test by the Quality Analyst / himself or herself. Samples to be drawn from 10% of the bags at random. If the paddy conforms to FAQ standard, he shall

allow unloading of paddy and issue an unloading slip to the CAP Storage Assistant as per the format at **Annexure-III**. Samples from 10% of bags at random are to be drawn during unloading since only FAQ paddy are to be accepted for CAP Storage.

After the unloading operation the CAP storage Assistant shall record the stack number, where the paddy of the vehicle was unloaded and submit the executed unloading slip to the Manager CAP Storage Centre after putting his signature.

- (iv) If the paddy brought from the society found to be not of FAQ standard, then the same shall be returned to the concerned society. If a single bag is found to be of non FAQ paddy, then entire truck may be returned.
- (v) The transportation and handling cost for return of non-FAQ paddy to the society shall be borne by the society concerned for buying non-FAQ paddy from the farmers and sending it to the CAPSC. All societies may be sensitized about this aspect as it is bound to be very costly for them.
- (vi) Unloading & stacking of paddy at CAPSC shall be done by the level-I H & T Contractor.

Clause-12 Weighment of stocks

- (i) The stocks shall be received in the CAP Storage Centre on 100% weighment in a nearby weighbridge (identified beforehand). The representative of the PP may witness the weighment operation at the weighbridge.
- (ii) Acceptance Note shall be issued to the PP as per this weighment.
- (iii) The weighment particulars as per kanta slip shall be recorded in a register as per prescribed format.
- (iv) The net weight of paddy shall be derived after deducting the tare weight of vehicle and tare weight of gunny from the gross weight of vehicle in both the transactions of issue and receipt.

Clause-9 SAVINGS

- (i) It is mutually agreed by the parties that in any exigency not visualized & not covered in this agreement shall be mutually sorted out by the parties by modifying the agreement to that extent.
- (ii) During course of procurement MD, OSCSC Ltd., shall be competent authority to issue any clarification or further instructions with regards to paddy procurement operation by PP. All the parties to this agreement shall abide by such instructions.
- (iii) The District Manager, OSCSC Ltd., reserves the right to terminate this agreement unilaterally in the event of notice of any irregularity in paddy procurement by the PP, on payment of MSP in shape of account payee cheque/online transfer, non-payment within specified time, non-maintenance of prescribed records, non-submission of reports and returns or for any other reason which will be detrimental to the paddy procurement operation.

Clause-10 Operational Guidelines, KMS 2014-15

The conditions stipulated in the procurement guidelines for Kharif Marketing Season (KMS) 2014-15 shall form a part of this agreement.

Clause-11 Arbitration:

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

This agreement is made in three copies, one copy 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 of the
Authorised Person
PP**

**(Name in Capital
Letters)**

**Name of the PP
Address _____
_____**

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

**EXECUTIVE ENGINEER
-----District**

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

District Manager,

OSCSC Ltd.

-----District

(Seal)

Witness

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

2.

(Seal)

(Seal)

Witness

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

2.

CERTIFICATE

(Mandi Handling Operation in case of purchase by PACS / WSHG /PP)

District :

PACS / WSHG / PP :

Code :

This is to certify that all handling services excluding loading of paddy to the vehicle of the millers at the purchase centre has been provided for procurement of _____ qtls of paddy on behalf of OSCSC in the KMS 2014-15.

The handling services for loading of apddy to the vehicles has been provided by the Custom Miller _____, Miller Code. _____.

Signature of the Authorized Officer:

Full Name:

Designation:

Annexure-II

LIST OF BLOCKS COVERED UNDER P-PAS DURING KMS: 2014-15.

Sl. No	Districts	Blocks
1	Bargarh	Attabira, Bheden, Bhatli, Padmapur, Sohela, Ambabhona, Bargarh & Barpalli
2	Kalahandi	Junagarh, Kalampur, Narla, Karlamunda, Golamunda, Jayapatna, Dharmagarh & Koksara
3	Bhadrak	Bhadrak, Basudevpur, Bonth & Chandbali
4	Subarnapur	Binka, Dunguripalli, Tarva, Ulunda, Sonapur & Birmaharajpur
5	Koraput	Jeypore, Boriguma, Kotpad & Kundra
6	Sambalpur	Maneswar, Dhankoda, Jamankira, Kuchinda, Bamra & Jujumara
7	Bolangir	Bolangir, Patnagarh, Puintala & Deogaon
8	Nuapada	Komna & Nuapada
9	Boudh	Boudh & Kantamal
10	Jharsuguda	Lakhanpur
11	Nayagarh	Odogeon
12	Rayagada	Bissam Cuttack
13	Keonjhar	Ghasipura
14	Balasore	Baliapal & Basta
15	Angul	Chhendipada
16	Dhenkanal	Gondia
17	Ganjam	Chhatrapur
18	Jajpur	Jajpur
19	Sundargarh	Bargaon
20	Khurda	Balianta
21	Puri	Gop
22	Cuttack	Athagarh
23	Nabarangapur	Nabarangapur
24	Malkangiri	Malkangiri

UNLOADING SLIP

UNLOADING SLIP NO. _____ **DATE** _____

Vehicle No.: _____

Name of Society: _____

No. of bags : _____ Quantity: _____

Name of the CAP Storage Assistant: _____

Signature of Manager CAP Storage Centre

Above stocks unloaded on counting of bags and stored in stack no. _____

Signature of CAP Storage Assistant