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ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.
C/2, NAYAPALLI, BHUBANESWAR-12

Letter No. 19467 P.P- 125/16 Date- 15-11-16

FAX No-0674-2395291

From

Niranjan Nayak, OAS (SAG),
Managing Director.

To

The CSO-cum-District Manager,
OSCSC Ltd., Balasore, Bhadrak, Boudh, Cuttack, Gajapati, Ganjam,
Jagatsinghpur, Jajpur, Kandhamal, Kendrapara, Khordha, Koraput,
Malkangiri, Mayurbhanj, Nabarangpur, Nayagarh, Puri and Rayagada.

Sub: Format of agreement with the custom millers for the KMS:2016-17.

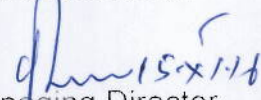
Sir,

Enclosed find herewith the agreement form to be executed with Custom Millers for custom milling of paddy for KMS:2016-17. You are instructed to select the custom millers for delivery of paddy to them. This agreement shall be executed by District Manager, OSCSC Ltd. with the individual Custom Miller in non-judicial stamp paper worth Rs. 100/-observing all formalities.

- 2) You are requested to read every clause of the agreement. One copy of the agreement shall be retained by the District Manager in separate guard file for future reference. One copy shall be handed over to the custom miller on proper acknowledgement.
- 3) You are to ensure that the required documents/certificates as per **Annexure-VII** attached to the draft agreement are submitted by the custom millers.

Encl: Agreement form.

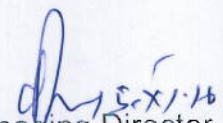
Yours faithfully,


Managing Director.

Memo No. 19468 /Date 15-11-16 /

Copy forwarded for information and necessary action to:-

- 1) The Principal Secretary to Govt., FS & CW Deptt., Odisha, Bhubaneswar.
- 2) The Collectors, Balasore, Bhadrak, Boudh, Cuttack, Gajapati, Ganjam, Jagatsinghpur, Jajpur, Kandhamal, Kendrapara, Khordha, Koraput, Malkangiri, Mayurbhanj, Nabarangpur, Nayagarh, Puri and Rayagada.


Managing Director.



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

C/2, NAYAPALLI, BHUBANESWAR-12

PP 125/16 No 1200/MD Dated- 3/XI/2016

47

FAX No-0674-2395291
Tel No.0674-2391953

From

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

To

The CSO-cum-District Managers,
OSCSC Ltd., Angul, Bargarh, Bolangir, Deogarh, Dhenkanal, Jharsuguda,
Kalahandi, Keonjhar, Nuapada Sambalpur, Subarnapur and Sundargarh

Sub: Format of Agreement with the custom millers for the KMS: 2016-17.


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Enclosed find herewith the agreement form to be executed with Custom Millers for custom milling of paddy for KMS 2016-17. You are instructed to select the custom millers for delivery of paddy to them. This agreement shall be executed by District Manager, OSCSC Ltd. with the individual Custom Miller in non-judicial stamp paper worth Rs. 100/- observing all formalities.

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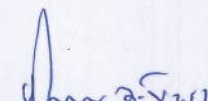
Yours faithfully,


Managing Director

Memo No 1201/MD/Date 3/XI/2016

Copy forwarded for information and necessary action to:-

1. The Principal Secretary, F.S & C.W Deptt., Govt. of Odisha, Bhubaneswar.
2. The Collectors, Angul, Bargarh, Bolangir, Deogarh, Dhenkanal, Jharsuguda, Kalahandi, Keonjhar, Nuapada Sambalpur, Subarnapur and Sundargarh.


Managing Director

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

AGREEMENT WITH CUSTOM MILLER
FOR THE KHARIF MARKETING SEASON 2016-17.

An agreement is made this _____ day of _____ 2016,

B e t w e e n

M/s. _____, **producing raw rice/ boiled rice (strikeout whichever not applicable)**, represented through Sri/Smt. _____, Proprietor /Managing Partner/Partner Karta of HUF / Managing Director / Director At _____, P.O. _____, P.S. _____, District _____ here-in-after called the “**Custom Miller**”, which expressions shall mean and include where the context so admits his/her heirs, executors, administrators, successors and legal representative on the one part,

A n d

M/S Odisha State Civil Supplies Corporation Ltd. having its registered office at C12 , Nayapalli, Bhubaneswar represented through the District Manager, OSCSC Ltd _____ herein after called the OSCSC Ltd. which expression shall mean and include where the context so admits by successors in office and assigns of the other part.

(Signature of District Manager)

(Signature of Custom Miller)

Whereas the Government of Odisha in Food Supplies and Consumer Welfare Department or the Collector or the District Manger of the Corporation of the concerned district tagged the custom miller to the paddy purchase center of the Corporation for acceptance of paddy purchased, transportation, storage & for delivery of CMR at RRC after milling the procured paddy into rice for sale/distribution to beneficiaries under Public Distribution System / delivery to FCI.

Now these present, witness and parties here do 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.) C/2, Nayapalli at Bhubaneswar.
- (c) "District Manager" shall mean the District Manager of the Corporation of a concerned District in the state of Odisha.
- (d) "Collector" shall mean the Collector of the Revenue district concerned in the State of Odisha.
- (e) "Managing Director" shall mean the Managing Director of the Corporation or any officer authorized by him in writing on his behalf for any specified work to take on his behalf.
- (f) "Contract" shall mean this agreement and such general and special conditions as may be added to it duly approved by the Managing Director of the Corporation from time to time.
- (g) "Custom Miller" shall mean and include the person or persons, firm or company to whom the contract for milling of paddy and other ancillary work has been entrusted including his/her heirs, executors, administrators, successors and their authorized/permitted assigns as the case may be.
- (h) "Rice Mill" shall mean the place of milling of paddy and receipt of rice.
- (i) "Stock" shall mean the gunny/rice/paddy under decentralized paddy procurement scheme of Government.
- (j) "Godown" shall mean the godown belonging to Corporation or godown hired by Corporation for storing rice and paddy and FCI / OSWC/CWC godowns.
- (k) "Paddy Purchase Center" and "PPC" shall mean the place where the Corporation will purchase paddy. It also includes the Paddy Purchase Center operated through PACS, WSHG, Pani Panchayat.
- (l) "RRC" shall mean Rice Receiving Center. Where CMR is received. It includes the godowns of Corporation either owned or hired, OSWC / CWC depots.
- (m) "FCI" shall mean Food Corporation of India
- (n) "RRC-in-Charge" shall mean an officer kept in-charge of Rice Receiving Centre

- (o) "Authorized Officer" shall mean the person authorized by the Collector / District Manager in writing to act on behalf of Corporation.
- (p) "Joint Custody & maintenance" shall mean the paddy stocks of the Corporation kept under the custody of miller & Corporation.
- (q) "PACS" shall mean Primary Agricultural Co-operative Society including Service Co-operative Societies, Large Area Multi Purpose Co-operative Societies and Farmers Service Society.
- (r) "WSHG" shall mean Women Self Help Group
- (s) "PP" shall mean Pani Panchayat
- (t) "CMR" shall mean Custom Milled Rice
- (u) CAP (Covered And Plinth) storage means interim storage of paddy by OSCSC before it is delivered to the custom miller.
- (v) "MAS" shall mean Millers Authority Slip
- (w) "SAS" shall mean Society Authority Slip
- (x) "OTR" shall mean Out Turn Ratio

Clause-2 **Objective of the contract:**

The Corporation shall deliver paddy to the custom miller at the paddy purchase center, which shall be transported & kept under joint custody of miller & Corporation for storing, milling of the paddy & delivery of the Custom Milled Rice to the Corporation/FCI at designated places.

Clause-3 **Mill Particulars:**

- a) *The mill namely M/S _____ is a proprietorship concern/ Hindu Undivided Family/ partnership firm/a limited company. The mill is located in the Tahasil _____, Mouza _____ over the Khata no. _____, Plot no. _____ in Police Station _____, District _____.*
- b) *Registered code number of the mill _____.*
- c) *Milling capacity in MT for one shift of 8 hours -----
(Capacity as registered and authenticated in the web site)*
- d) *Storage capacity of Paddy in MT -----*
- e) *Storage capacity of Rice in MT -----*
- f) *Registered Mobile Number for M-reporting.*
- g) *Details of loan availed, if any.*
 - i) *Name of the Bank / Financial Institution with address _____
-----*
 - ii) *Type of Loan with limit : _____*
 - iii) *Present outstanding amount: _____*
 - iv) *Particulars of properties hypothecated and mortgaged. : _____*

v) *Amount of loan over due for re-payment to bank :*

Note: *In case the miller having two units (1 Raw & 1 Boiled) in the same campus it would be considered as two separate mills. Miller is to register online separately. In such cases separate agreements are to be executed both for raw plant and boiled plant. Similarly security deposit shall also be furnished for each plant*

Clause-4 **Constitution of Custom Miller:**

- a. *The custom miller may be a proprietorship concern/ partnership firm/ limited company/ Hindu Undivided Family (HUF). The custom miller shall produce the copy of registered document of partnership firm/ limited company/ Hindu Undivided Family at the time of execution of agreement.*
- b. *All the partners/ all the directors/ all the family members of HUF shall be liable jointly and severally for payment of dues of the Corporation for custom milling operation and shall be liable for the working of any partner/ any director/ any family member or their employees as the case may be. During the currency of this contract there shall not be any change in the constitution of the firm/ company/ proprietorship /partnership without prior approval of the Corporation in writing.*
- c. *The custom miller shall intimate to the Corporation about the death, resignation or removal of any of his partners/Directors immediately on the happening of such an event. On receipt of such intimation the Corporation shall have the right to terminate the contract, unless such intimation contains undertaking by Firm / Company / Proprietor / Partner that the terms of the agreement will be binding on the Firm /Company / Proprietor / Partner through the authorized person duly representing the Firms or Company.*

Clause-5 **Signing of Agreement:**

- a) *Person or persons signing the agreement shall state in what capacity, he/she is or they are signing the agreement, e.g. as sole proprietor of a firm or Director / Managing Director of a Limited company or as a partner of a partnership firm or Karta of HUF.*
- b) *A copy of the Memorandum and Article of Association of the Company along with the resolution of company authorizing the director who will sign the agreement paper on behalf of company shall be **attached** to the agreement document.*
- c) *In case of Hindu undivided Family, the names of the family member should be disclosed and the Karta, who can bind the HUF, shall sign the agreement and indicate his status below his signature.*

- d) *In case of partnership firm the copy of the registered partnership deed shall be submitted. The authorization of all the partners, authorizing one of the partner who will sign the agreement shall be **attached** to the agreement document.*
- e) *The persons signing any document, on behalf of the custom miller, shall be required to produce **Letter of Authorization** duly executed in the prescribed format. This **“Letter of Authorization”** shall be executed by the person who is authorized to sign this agreement.*
- f) *List of documents to be attached with this agreement is at **Annexure-VII**.*

Clause-6 **Sub-letting:**

The custom miller shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the custom miller contravening these conditions, the Corporation shall be entitled to place the contract elsewhere on the custom miller account and at his risk and the custom miller shall be liable for any loss or damage which the Corporation may sustain in consequence or arising out of such replacing of the contract.

Clause-7 **Liability for personnel:**

- a) All persons employed by the custom miller shall be treated as his own employees/servants in all respects and the responsibility under the Indian Factories Act or Employees Provident Fund Act or any such other Statute applicable to all such personnel shall be liability of the custom miller.
- b) The custom miller shall be bound to indemnify the Corporation against all claims whatsoever in respect of the said personnel under the Workmen’s Compensation Act or any statutory notifications thereof in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other persons whether in employment of the custom miller or not.

Clause-8 **Duration of contract:**

The custom miller contract/agreement shall come in to force with effect from the date of execution of this agreement and shall remain in force till 30.09.2017 or till the entire CMR dues are delivered to OSCSC Ltd. or unless and until this agreement is terminated unilaterally by OSCSC Ltd. without assigning any reason thereof.

Clause-9 **Summary termination:**

In the event of the custom miller having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to adhere to any of the provisions of this contract, the Managing Director, OSCSC Ltd./ District Manager, OSCSC Ltd. shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of the contract at the risk and cost

of the custom miller and to claim from the custom miller any resultant loss sustained or costs incurred.

Clause-10 Operational Guidelines for KMS 2016-17 as a part of agreement

A. In general, the guidelines issued by Corporation for implementation of the scheme of Decentralized Procurement of paddy and supply of rice during the Kharif Marketing Season 2016-17 and Food & Procurement Policy of Govt. of Odisha for KMS 2016-17 shall constitute a part of this agreement and shall be binding on the custom miller.

However, the glimpses of paras of Operational Guidelines cited in the following clauses of agreement only pinpoint the specificity of the para (s) relating to a particular subject matter under reference.

B. The copy of the registration of the custom miller forms a part of the agreement.

Clause-11 Excerpts from Operational Guidelines:

This clause of the agreement portrays few paras extracted from operational guidelines for KMS 2016-17 and their provisions and scopes for smooth paddy procurement in course of procurement activities, **shall constitute the part of the agreement for contractual obligation.**

Sl. No.	Item	Para of Operational guidelines for KMS 2016-17	Scope/ provision of the para
1	Period of procurement of paddy and delivery of CMR	4	Stipulates procurement period and timelines for CMR delivery by custom millers as per Gol instruction.
2	Security deposit by custom miller	23	Delivery of paddy to custom millers within Security Deposit norms and modalities therein.
3	Participation of lease hold mill	18	Modalities and eligibility of lease hold custom miller for participation in procurement operation.
4	Affidavit, encumbrance/ non encumbrance certificate and other certificates/ documents to be submitted by custom miller	24 & 25	Details of credentials documents/ declarations to be submitted by custom millers.
5	Authorization by the miller	26	Bestowing of authorization by custom millers to his/her authorised for dealing with activities related to procurement transactions and CMR delivery.
6	Holding charges	47	Modalities for imposition of holding charges on the custom miller for willful act of delayed delivery of CMR due beyond the stipulated period without any justifiable

			reasons.
7	Packing of paddy and CMR	29 & 48	Details of manner of procurement of jute gunnies for packing of paddy & rice and the other allied activities relating to their supply.
8	Allotment of contract number	49	Allotment of contract number to custom miller for delivery of CMR at FSDs and RRCs.
9	Mandi handling charges	28	Enumerates detailed provision on mandi handling operations by different stake holders at mandi points and criteria for payment mandi handling charges to them.
10	Transportation and certification of distance from mandi to mills and mills to RRCs/ FSDs	54	Criteria for certification of distance from mandi to mills and mills to RRCs/ FSDs and norm for payment of transportation charges to custom miller.
11	Role of Authorised Officer of the mill	60	Details of role and responsibilities to be shouldered by authorized officer attached to rice mill.
12	Delivery of Raw rice in boiled rice consuming districts and vice versa.	20	Modalities for CMR delivery by millers in differing consuming pattern of consumers in the districts.
13	Delivery of rice to FCI	41	Criteria for CMR delivery to FCI.
14	Drriage in case of raw rice	51	Weight loss in case of raw rice.
15	Delivery Certificate Module	38	Provision for issue of Delivery Certificate for CMR delivery by millers at FSDs and RRCs.
16	Mobile reporting by custom miller for rice delivery	46	Reporting by custom miller for rice delivery through M-Governance.
17	Modalities of payment	50	Criteria for payment of dues of custom millers in paddy procurement transactions.
18	Introduction of Transit Pass-cum-A.C Note and Miller Application	30	Provision for instant acknowledgement of paddy delivered from society to the miller through use of Transit Pass-cum-A.C Note and Miller Application
19	Colour coding of gunny bags	48	Criteria for colour coding of gunny bags for packing of foodgrains

Clause–12: Details of Security Deposits

- a. The custom miller has agreed to participate under security deposit provision as at Clause- 11 and furnished security as follows:

Sl. No.	Milling capacity in producing rice in MT in 2 shifts of 8 hours each.	Security Deposit in shape of Bank Guarantee (amount in Rupees)		Details of fixed deposit (instrument number & date, name of the bank with branch)	Post dated cheque & amount	No. of times of security paddy to be delivered
		Amount	Valid up to			
1	2	3	4	5	6	

- b. Security deposit shall be refunded by the District Manager after delivery of entire CMR dues by the Custom Miller and settlement of his accounts shall be made at the district level without referring to the Head Office observing the guidelines issued in the matter.

Clause-13 Insurance:

It is the responsibility of the Custom Miller for safe and scientific storage of paddy, rice kept under joint custody and gunny bags supplied by Corporation. OSCSC head office on behalf of the custom miller shall take up Standard Fire Policy. The Insurance premium shall be borne by the millers/OSCSC as decided by OSCSC Head Office.

Claims for damage of stock due to natural calamities may not be entertained fully/partially by insurance company if stock of paddy and rice are unscientifically stored for which the millers will be held accountable.

Clause-14 Joint Custody & Maintenance of Paddy:

- (a) All the paddy accepted and transported shall be stored safely, by and large, in the premises of custom miller in joint custody of concerned miller and the Authorized Officers of OSCSC Ltd. If required Custom Miller can store paddy under Joint Custody and Maintenance other than at his mill premises with the prior approval of District Manager in writing.
- (b) The custom miller shall be responsible for any damage / deterioration of the quality of paddy received due to unsafe and unscientific storage by the miller. OSCSC shall not be held responsible for damage/loss of stock of OSCSC due to fire and other natural calamities if such stock is kept unscientifically and in unsafe manner. No shortage on account of quality and quantity of paddy shall be allowed to the miller on account of such joint storage and maintenance. In case of shortage, the corporation shall recover the cost of paddy and all expenses incurred or to be incurred along with interest thereon till date of recovery.
- (c) The miller shall ensure storage of paddy stocks of OSCSC Ltd. separately from that of his own purchased paddy and paddy stocks of FCI or other agencies.
- (d) The miller shall keep a separate record of paddy stock belonging to OSCSC Ltd.
- (e) The District Manager of the Corporation/ his Authorized Official /FCI officials shall conduct physical verification of the paddy/rice stocks.

- (f) The miller shall keep the paddy stock of OSCSC Ltd. free from all encumbrances. He shall not obtain any loan from any Bank/Financial Institution/ Person by way of pledge/ hypothecation/ mortgage of paddy and rice stock held under joint custody.
- (g) For the purpose of transportation of paddy & subsequent storage, the paddy shall be handed over to the custom miller or his authorized representative on execution of Transit Pass-cum-A.C Note at purchase centers.
- (h) The Custom Miller shall be given Transit Pass-cum-A.C Note in duplicate from the PPC/PACS/WSHG/PPs, One copy is meant for the Custom Miller and the other copy shall be handed over to the authorized officer.
- (i) The paddy stock kept in joint custody shall be issued to the miller for milling in a phased manner based on his milling capacity and delivery schedule of rice. For such purposes a Release Order shall be prepared and issued by the Authorized Officers in charge of the mill in the prescribed format indicating the quantity issued for milling.
- (j) The stock of paddy milled without proper release order shall be considered as a serious lapse & such milling shall be treated as un-authorized milling.
- (k) It shall be the duty of both custom miller & Authorized Officer in charge of the mill to maintain records of paddy stored in joint custody. Proper record of issuance of release orders shall also be maintained by the Authorized Officer.
- (l) Paddy, rice and gunny bags supplied by OSCSC, kept at the mill shall be insured against floods, fire and other natural calamities as covered under Standard Fire Policy by the Corporation. However, this will no way reduce the liability of the millers to return the stock of Corporation.
- (m) The custom miller & authorised officer shall submit weekly verification report to the District Manager, OSCSC Ltd. as per the prescribed format.
- (n) Procurement and milling of paddy shall go as a concurrent exercise and the miller shall deliver CMR from the 1st month of procurement and months thereafter **as fixed in monthly delivery schedule.**

Clause-15 Responsibilities of Custom Miller:

- (i) The Custom Miller shall take delivery of FAQ paddy from the PPC of Corporation/PPC operated through PACS / WSHG / Pani Panchayat for milling in his own rice mill and give delivery of resultant milled rice to the Corporation.
- (ii) The Custom Miller shall render the service as provided in this agreement and also any other services as directed by the Collector of the District / District Manager /General Manager / Managing Director of the Corporation, or any officer acting on their behalf, together with such additional, auxiliary and incidental duties indicated by the Collector / District Manager / General Manager / Managing Director or any officer acting on their behalf and which are not inconsistent with these terms and conditions.

- (iii) The custom miller shall take delivery of the paddy on daily basis, so procured on executing Transit Pass-cum-A.C Note. He is also to scan the A.C Note on receipt of paddy at mill premises. The custom miller shall be responsible to lift the paddy on the same day or maximum within two days of the purchase of paddy at PPC, failure of which, the District Manager / Collector may take suitable action, as per the agreement.
- (iv) The paddy once accepted on execution of Transit Pass-cum-A.C Note shall be construed as accepted in accordance with the milling capacity and storage capacity of the custom miller. The miller cannot claim on the ground of inadequacy of milling capacity for delivery of CMR in due time as the milling capacity has already been indicated in system generated MAS.
- (v) The custom miller will transport the delivered paddy and the milled rice with adequate protection, safety and at his own risk.
- (vi) The paddy so delivered to the custom miller should be kept separately in the godown premises in gunny bags only and as specified under Joint and Custody maintenance.
- (vii) The milling of paddy shall be made in his own mill, as mentioned in the agreement. The custom miller will mill the paddy accepted from the OSCSC on priority basis observing FIFO principle and take steps for delivery of rice within the time limit fixed by the Corporation.
- (viii) The degree of polish given to the rice shall not contravene the provision of the Odisha Rice and Paddy Procurement (Levy) & Restriction on Sale and Movement Order, 1982, as amended from time to time.
- (ix) The custom miller shall ensure that resultant rice after milling of paddy is aerated for 48 hours before bagging. The unit of counting will be one unit (one bag) of 50 kg. (net).
- (x) The custom miller shall deliver to the Corporation par boiled rice / raw rice, in the out turn ratios as fixed by Government of India from time to time in respect of FAQ/URS Paddy delivered.
- (xi) Under no circumstances the miller will be entitled to claim shortage in paddy/rice in course of storing, milling, transporting, lifting and delivering due to happening of any theft, rioting, or manmade incident/incidents or calamities or due to any complaint in quality of paddy accepted except for fire and other natural calamities for which OSCSC shall take up insurance coverage. In the event of any shortage or misappropriation the miller is liable to pay actual direct expenditure incurred on procurement of paddy as decided by OSCSC Ltd., Head Office and interest suffered by OSCSC from the date of occurrence @ 12% per annum along with 2% penal interest till date of recovery.

- (xii) Rice shall be delivered at the RRC\RRC-cum-DSC/FCI as per Delivery Certificate issued by the District Manager or any officer authorized by the Corporation. The stock shall be accepted after necessary weighment, inspection and approval of the quantity in accordance with the prescribed procedure of the Corporation at the cost of the custom miller and on issue of Acceptance Note.
- (xiii) The unloading of rice bags and dumping in RRC and weighment shall be done by the custom miller. However where the custom miller at his own cost does the stacking of bags in RRC he shall be paid the handling charges at the rate as decided by the Corporation for such work. Where the custom miller does not provide the labour services for unloading and weighment of stocks in RRCs, handling charges as decided by the Corporation shall be deducted from the dues of the miller.
- (xiv) The custom miller shall be responsible for delivery of rice in double line machine stitched new BT-will gunny bags as will be supplied by the Corporation.
- (xv) In case the Corporation has not supplied the gunny bags and the custom miller has to arrange gunny bags of the required specification as per orders of the OSCSC Ltd. / District Manager in writing, the custom miller shall deliver rice in such self-procured gunny bags. In such cases the cost of such gunny bags will be reimbursed to the custom miller at the rate as decided by the Corporation on submission of such documents as prescribed by the Corporation.
- (xvi) In case the custom miller supplies new gunny bags at his own cost, he shall stencil the following information in Blue colour and fill up the same neatly for the purpose of delivery of rice.
 - a) Logo of the Corporation.
 - b) A/C. OSCSC Ltd.
 - c) Name of the custom Miller.
 - d) Grade/variety of rice
 - e) Net weight.
 - f) Kharif Marketing Season.
- (xvii) Colour Coding for gunny bags for KMS-2016-17.
Colour coding will be as detailed in the operational guidelines
- (xviii) The custom miller shall standardize the gunny bags with rice each weighing 50 kgs net per bag and shall fill up the proforma printed on the gunny bags at his own cost. Standard packing shall be 50kg. net with variation of ± 250 gms. Non-standard packing shall be rejected. Stitching shall be double line machine stitching, hand stitch or single line machine stitching shall not be accepted.
- (xix) The custom miller will deliver milled rice to Corporation as per the standards and uniform specifications fixed by the Government of India i.e. FAQ norms applicable for rice and also as per the directions issued to him by the Corporation from time to time.

If on analysis of the rice stock at the time of delivery is found to be not conforming to the prescribed standard, then the same will not be accepted. The Custom Miller shall have to take back the stock and to deliver fresh stock of rice conforming to prescribed specification.

- (xx) CMR not conforming to Uniform Specification is treated as **BRL** (Beyond Rejection Limit) stock and if detected on inspection at any stage shall be returned to the concerned miller observing following procedures.
- a) If detected during receipt at RRC, the same shall be returned and necessary entry will be made in stock rejection register.
 - b) If detected during storage on inspection by any Quality Control Official then the miller will take back the stock at his own cost on issue of BRL stock return note.
 - c) On date of replacement, the miller shall deliver the fresh stocks with new lot number i.e. next to the last delivery on observing the usual procedure.
 - d) The stock on replacement shall be accepted on issue of Acceptance Note.
 - e) The cost of gunny bags at the rate decided by the Corporation shall be realized out of the dues of the custom miller in case the Corporation supplied gunny bags are used by the miller for delivery of said BRL stock.
- (xxi) Rice can be procured with moisture content up to a maximum limit of 15% with **value cut**. There shall be no value cut up to 14%. Above 14% to 15% moisture, value cut will be applicable at the rate of full value. Full value shall be the economic cost (acquisition cost) of CMR fixed by Government of India for the KMS: 2016-17.
- (xxii) Stock shall be received and delivered on 100% weighment through the weighbridge where weighbridge facility is available at RRC. Where RRC has no weighbridge then 10% test weighment may be made at the time of receipt provided the bags have uniform packing as specified as Clause-15 (xix). A.C Note shall be prepared for the net weight of CM Rice after deducting the tare weight of the gunny from the gross weight. Wherever weighbridge facility is available, the tare weight of the vehicle has to be deducted from gross weight on actual basis.
- (xxiii) The custom miller shall receive the gunny bags supplied by the Corporation and in case of any defects the same shall be intimated to District Manger within a reasonable period.
- It shall be the duty of the custom miller to keep an account of the number of new gunnies received by him from OSCSC, the number of gunny bags consumed by him for delivery of rice and the balance number of bags available. The balance position of gunny bags shall be intimated to the District Manager.
- (xxiv) The excess new gunnies received by the Custom Miller for delivery of CMR shall be deposited by the custom miller with the Corporation or shall be carried forward to

next KMS if instructed so by the District Manager failing which the cost of such excess gunny bags will be recovered from his bills.

- (xxv) The Custom Miller shall duly preserve the paddy stock received by him from the Authorised Officer of the Corporation and the rice stock derived out of milling of paddy separately by adopting proper scientific storage facilities.
- (xxvi) The Custom Miller will maintain adequate records for stock of paddy, rice & gunny. He will also maintain such records as may be prescribed by the Corporation.
- (xxvii) For lifting, transportation or delivery of paddy and rice, the forms and stationeries as prescribed by the Corporation shall exclusively / strictly to be used by the custom miller at his own expenses.
- (xxviii) The Custom Miller shall produce the books of accounts for checking of Corporation officials, Government officials and other officials authorized under different Statutes. He will also allow the said officials for checking of quality and quantity of paddy and rice stock, as and when required. The expenses, if incurred in the process, shall be borne by the custom miller.
- (xxix) In the event of the custom miller winding up his business or entering in to any agreement with his creditor, failing to observe any of the terms of this agreement, the Corporation shall have right to terminate agreement forthwith in addition to and without any prejudice to any other right or remedies which Corporation may have and the Corporation may claim from the custom miller the loss/damages sustained, costs incurred by reason of the breach of the agreement, or part thereof by the custom miller. The custom miller shall also deliver to the Corporation all quantities of food grains that shall be at his possession, or control and all books, accounts and documents relating to the said agreement.
- (xxx) The custom miller shall not subject, transfer or assign this contract or any part thereof to anybody without prior approval of the Managing Director / District Manager in writing.
- (xxxi) The Custom Miller will bind himself to carry out such instructions as are incidental to this agreement and as may be issued by the Corporation or its officer from time to time.
- (xxxii) The Custom Miller shall strictly abide by the rules, regulations and orders thereon under the various Central and State Government Acts and Rules. The Custom Miller shall be liable for all charges regarding expenses incurred by the Corporation for the negligence and/or non-performance of any service under the agreement and his failure to carry out the instructions.
- (xxxiii) The Corporation reserves the right for shifting of paddy and rice from premises of the miller to any other better performing miller for milling at any time on account of non performance, non delivery of CMR, slow delivery of CMR, bad quality of CMR, break

down of machineries, labour problem, insolvency, negligence by the miller, change of ownership of the mill or any other reasons communicated to him in writing by the District Manager, OSCSC Ltd. The Custom Miller shall be duty bound to carry out the orders of District Manager for such shifting of paddy and rice, and the expenses so incurred shall be borne by the custom miller.

In case the custom miller fails to bear the incurred expenditure on shifting of paddy & rice, the same amount shall be realised out of the security deposit and dues payable to the custom miller.

Clause-16 Delivery of CMR:

- i) The custom miller shall deliver CMR as per OTR fixed by the GoI, with the following specification:

Sl. No	Refractions	Maximum Limit (%)		
		Grade "A"	Common	
1	Brokens*	Raw	25.0	25.0
		Parboiled / single parboiled rice	16.0	16.0
2	Foreign matter **	Raw / parboiled / single parboiled rice	0.5	0.5
3	Damaged # / Slightly Damaged Grains	Raw	3.0	3.0
		Parboiled / single parboiled rice	4.0	4.0
4	Discoloured grains	Raw	3.0	3.0
		Parboiled / single parboiled rice	5.0	5.0
5	Chalky grains	Raw	5.0	5.0
6	Red grains	Raw / parboiled / single parboiled rice	3.0	3.0
7	Admixture of lower class	Raw / parboiled / single parboiled rice	6.0	-
8	Dehusked grains	Raw / parboiled / single parboiled rice	13.0	13.0
9	Moisture content @	Raw / parboiled / single parboiled rice	14.0	14.0

* Not more than 1% by weight shall be small broken.

** Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin.

including pin point damaged grains.

@ Rice (both Raw and Parboiled / Single Parboiled) can be procured with moisture content up to a maximum limit of 15% with value cut. There will be no value cut up to 14%. Between 14% to 15% moisture, value cut will be applicable at the rate of full value.

- ii) The custom miller shall be duty bound to deliver CMR at Rice Receiving centres / FCI depot located within the district or outside the district as per the instructions issued by District Manager / OSCSC head office.
- iii) The custom miller shall submit the documents obtained from FCI on account of delivery of CMR to FCI to the District Manager within 5 days of delivery of rice.
- iv) The delivery of CMR at RRC / FCI at a time shall be in a lot of 20MT/ 27MT or of any other size as intimated by Govt. / Corporation / FCI.
- v) The Custom Miller cannot claim any fixed proportion of CMR to be delivered at corporation godowns and FCI depots. The proportion of delivery shall be fixed by the District Manager / OSCSC head office, which shall be binding on the custom miller.
- vi) The CMR procured in the district will be utilized as per the consumption pattern of the district i.e. parboiled/raw rice. Accordingly the custom miller is required to deliver the entire parboiled/raw rice or any portion thereof to FCI as per the direction of the Corporation / District Manager.

Clause-17 Computerization

The Custom Miller shall have computer hardware with internet connection and Data Entry Operator at his disposal. He shall be duty bound to report such information through software / programme provided by OSCSC Ltd.

The custom miller shall preserve system generated Millers Authority Slip (MAS) for all future purposes

Clause-18 By products generated from custom milling of paddy:

The custom miller shall retain the byproducts generated from milling of paddy of OSCSC. It is the responsibility of the miller to deposit VAT on sale / disposal /use/ transfer of by-products, on behalf of OSCSC, as per provision of VAT Act & Rules and shall also comply other statutory provisions as applicable

Clause-19 Volume of Work:

The Corporation shall not guarantee any definite volume of work at any time or throughout the period of contract. It need not also be necessarily entrusted to one single miller for any specified work. The Corporation will have the exclusive right to appoint one or more millers for any work at the same approved rates, terms and conditions.

Clause – 20 Savings

- a) It is mutually agreed by both the parties that the terms and conditions not visualized and not covered in this agreement shall be incorporated by the corporation in modifying the agreement in case of exigencies, which shall be binding on both the parties.
- b) The Corporation will issue further instructions if any in this regard for execution of terms and conditions which shall form a part of this agreement.

Clause - 21 Jurisdiction of Court:

- I) In the event of any dispute covering or arising out of this contract /agreement the jurisdiction of the court shall be at _____ district within State of Odisha & it is hereby expressly agreed that neither party shall be competent to bring any case / suit in regard to the matters covered by this agreement at any place out side _____ district.
- II) Further, it is expressly agreed & declared by & between the parties here to that all amounts due to the Corporation under terms of the agreement if not paid in time be recoverable under Odisha Public Demand Recovery Act 1962 (Odisha Act – 1 of 1963) or through Civil Court & shall bear interest at the rate of 12% per annum from the date when such payment falls due up to the date of final recovery.
- III) Besides criminal action shall also be taken against the defaulting millers for any shortage / diversion / misappropriation in appropriate court of law within the State of Odisha following the provisions of law in force.
- IV) The District Manager, OSCSC Ltd. is empowered to initiate both civil and criminal action against the defaulting miller in appropriate Court of Law on behalf of the OSCSC Ltd.

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)
District Manager
OSCSC Ltd.

(Signature)
(Name in capital letters)
Custom Miller

(Seal)

(Seal)

Witness

Witness

1. (Signature)

1. (Signature)

(Name in capital letters)
S/o.
Address & Contact No.

(Name in capital letters)
S/o
Address & Contact No.

2.

2.

BEFORE THE EXECUTIVE MAGISTRATE/NOTARY PUBLIC

(To be executed on non-judicial stamp paper worth Rs. 10/- with required court fees)

AFFIDAVIT

I Sri/Smt. _____, Aged about _____ years,
S/o./D/o./W/o. _____, in the capacity of Proprietor/
Managing Partner/Managing Director of M/s. _____
At/PO. _____, PS. _____, District- _____, do
hereby solemnly affirm and state as follows-

1. That I/We am/are the sole and absolute owner of the immovable properties more particularly described in the Part-A & Part-B of First Schedule (hereinafter referred to as 'The said property') and no other person has any share, right, title or interest of any kind or nature whatsoever in the said property.

OR

That I/We am/are the sole and absolute owner of the Mill premises more particularly described in the First Schedule (Part – A) which is mortgaged to _____ Bank/ Financial Institutions and also sole and absolute owner of immovable properties as described at Part – B of Schedule – I (hereinafter referred to as 'The said property) on which no other person has any share, right, title or interest of any kind or nature whatsoever in the said property.

2. That I declare that I have not created any mortgage, charge or encumbrance of any kind or nature whatsoever on or in respect of the property described at Part-A & B/Part-B of Schedule - I (Delete which ever is not applicable). I further declare that no adverse claim of any kind exist against the said property. I declare that I have not received an notice of any intended or compulsory acquisition of the said property or any notice that the said property is reserved for any particular purpose.
3. That I further declare that the only title deeds, documents or writings to the said property/ies which are in my possession are those specified and mentioned in the Second Schedule hereunder written. I furnish the certified copies of the deeds so mentioned in the Second Schedule. I declare that the said property/ies is/are free from all encumbrance, claims and demands. The non encumbrance certificate (s) of the properties issued by Sub-Register is/are enclosed.

4. The encumbrance certificate in respect of the property described of at Part – ‘A’ of Schedule – I issued by the concerned Bank is enclosed. {Not applicable in case of 1st part of para-1 at pre page}.
5. I declare the present market value at Part ‘C’ of the Schedule-I in respect of the properties as described at Schedule-I (Part A & B) honestly without any malafied intention.
6. That I swear this affidavit solemnly, sincerely and conscientiously knowing the same to be true and knowing that on the faith of the said declaration the Corporation has agreed to appoint me as miller.

SCHEDULE-I

Part – A : PARTICULARS OF THE RICE MILL

Mill situated over Plot No. _____, Khata No. _____, Area _____, Mouza _____, Tahasil _____, Post Office _____, Police Station _____ Sub-Registrar _____, Dist _____.

Part – B : OTHER IMMOVABLE PROPERTIES.

I) Plot No. _____, Khata No. _____, Area _____, Mouza _____, Tahasil _____, Post Office _____, Police Station _____ Sub-Registrar _____, Dist _____.

II) Plot No. _____, Khata No. _____, Area _____, Mouza _____, Tahasil _____, Post Office _____, Police Station _____ Sub-Registrar _____, Dist _____.

III)

.....

.....

IV) Nature of building if any with detailed particulars.....

Part – C : APPROXIMATE PRESENT MARKET VALUE OF THE PROPERTIES

The approximate present market value in respect of the properties as described at Part-A & B of Schedule – I _____.

SCHEDULE - II

- A). Registered Sale Deed bearing No. _____ dated, _____.
- B). Registered Sale Deed bearing No. _____ dated, _____.
- C). Registered Sale Deed bearing No. _____ dated, _____.
- D). Record of Right. (Xerox copy of Patta (s))

- E). Up to date rent receipt _____.
7. That the facts stated above are all true to the best of my knowledge and belief.
8. That this affidavit is required to be produced before the District Manager, OSCSC Ltd.
_____ for appointment as Custom Miller.

Identified by

Advocate

Deponent

The above deponent being present before me & duly identified by Sri _____
_____ Advocate states on oath that the facts stated above are true to the best
of his/her knowledge.

Deponent

Executive Magistrate/ Notary Public

ANNEXURE - II

**Information on Directors/ Partners (strike out whichever is not applicable)
of _____(Name of the Mill)**

Sl. No.	Name of the Director/ Partner	Address	Contact No.	Occupation	PAN No.	Date of Joining in the Company/ Firm	Remarks
---------	-------------------------------	---------	-------------	------------	---------	--------------------------------------	---------

1

2

3

4

5

- N.B.:**
1. If the Director/ Partner of the mill is also Director/ Partner in any other Organisation, the name of the Organisation shall be indicated in the Remark Column.
 2. The miller signing the agreement shall sign this document.

LETTER OF AUTHORISATION

(TO BE EXECUTED IN NON-JUDICIAL STAMP PAPER WORTH Rs.10/-)

I _____ aged about _____ years, Son of _____ in the capacity of Proprietor/ Managing Partner/ Managing Director of M/s. _____ (name of Rice Mill) have been appointed as custom miller by the District Manager, OSCSC Ltd. _____ and executed an agreement on _____ for custom milling of paddy & supply of resultant CMR to the OSCSC Ltd. for the KMS 2016-17. My specimen signature is given below : -

1. _____
2. _____

As per terms & conditions of the agreement, I do hereby appoint the following persons as my authorized representatives to receive the paddy from the paddy purchase center & for milling from joint custody & maintenance and to deliver the resultant CMR in the RRC/ FCI on my behalf.

	Sl. No.	Name & address of the authorized person with Mobile Phone No.	Specimen signature
Affix stamp size photograph here	1.		
Affix stamp size photograph here	2.		
Affix stamp size photograph here	3.		
Affix stamp size photograph here	4.		
Affix stamp size photograph here	5.		
Affix stamp size photograph here	6.		
Affix stamp size photograph here	7.		
Affix stamp size photograph here	8.		

All the acts, deeds, things done by the above representatives shall be construed as the acts, deeds, things & matters done by me as if I am personally present to do the same. For any acts, commissions or omission of my above authorized representatives that may cause any pecuniary loss to the Corporation I shall be responsible to make good loss of the same.

The signature & photographs of the above authorized persons are attested.

Accepted by me.

Name & Signature of the
Custom Miller with seal

Seal & Signature of
District Manager,
OSCSC Ltd., _____.

Check list of gunny bags

- a) Name of the Jute Mill:-
- b) S. O No. & Date.
- c) Inspection Certificate No. and Date with running bale Serial Nos:-
- d) R/R No. & Date:-
- e) Quantity rejected with bale Serial Nos:-
- f) Date of receipt:-
- g) Quantity received short:-
- h) Quantity where inspection mark is not available or where, it does not match with the mark indicated on the inspection certificates:-
- i) Details of test / examination conducted to check conformity to contract specifications. (Copy enclosed).
- j) Details of deviations from contract specifications:-

Sl. No.	Parameters	Specified value in Contract Specification	Value actually found in supplies	Whether testing to determine the values was carried out as per contract specifications Yes/ No	Remarks

- k) Quantity rejected due to :-
- l) Total quantity rejected / short supplied (g+h+k):-
- m) Copy of rejection letter issued by consignee:-

**District Manager
OSCSC Ltd.,**

CERTIFICATE

(Mandi Handling Operation in case of direct purchase by OSCSC Ltd.)

District :

PPC :

This is to certify that M/s. _____ Custom Miller, Miller Code _____ of _____ district has provided handling services including loading of paddy to vehicles of millers at _____ PPC for procurement of _____ Qtls of paddy during the month _____ of the KMS 2016-17.

Signature of the Purchase Officer :

Full Name :

Designation :

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 2016-17.

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

Signature of the Authorized Officer:

Full Name :

Designation :

LIST OF DOCUMENTS FURNISHED BY THE CUSTOM MILLER

S.No.	Particulars
1	Affidavit on immovable properties <i>as per format</i>
2	Encumbrance/non encumbrance certificates pertaining to immovable properties
3	Title deeds and up to date rent receipt of the immovable properties
4	Copy of the Lease Deed (in case of leased mill)
5	Information on Directors and Partners
6	Authorization letter to receive paddy and deliver rice <i>as per format</i>
7	Registration certificate issued by District Industries Centre
8	Certificate issued by Inspector of Factories and Boilers
9	Registration certificate issued by State Pollution Control Board
10	Certificate of Incorporation from Register of Companies (in case of limited Company) along with Memorandum and Articles of Association
11	Copy of Registered Partnership Deed in case of partnership firms
12	List of Directors of the company downloaded from the portal of Ministry of Corporate Affairs
13	VAT Registration Certificate
14	Copy of PAN of Proprietor/Company/Firm as the case may be
15	Copy of last electricity bill of the rice mill
16	Copy of online Registration document of the miller
17	Bank Guarantee and Fixed Deposit receipt
18	Resolution authorizing the partner/ director of firm /company to sign the Agreement

Signature of the Miller