



FAX	EMAIL	WEB ✓	SMS
RP	SP ✓	OP ✓	LOCAL ✓
e-Despatch			

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

Letter No 21507 / Mark(PP) 60/11.

dated- 7.12.2011

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

From,

Suresh Kumar Vashishth, IAS,
Managing Director.

To

All CSO-cum-District Managers,
OSCSC Ltd.

Sub: Tripartite agreement with DSWO and WSHG acting as commission agents for OSCSC for KMS 2011-12.

Sir,

Enclosed find herewith the tripartite agreement form to be executed with DSWO & WSHG. This agreement shall be executed by District Manager, OSCSC Ltd. with the DSWO & WSHG in non-judicial stamp paper worth Rs.20/- on observing all formalities. This agreement shall be executed with the DSWO of respective district & authorised person of WSHG.

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 21508 Dated 7.12.2011

1. Copy to all Collectors for information and necessary action.
2. Copy to all District Social Welfare Officer (DSWO) for information and necessary action.
3. Copy to the Director, Social Welfare, W & CD Deptt. for information and necessary action with reference to letter No. 20972 dt.26.11.2011.
4. Copy to the Commissioner-cum-Secretary to Government, FS & CW Deptt. for information.

Managing Director

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

TRIPARTITE AGREEMENT

**AGREEMENT WITH DISTRICT SOCIAL WELFARE OFFICER (DSWO) &
WOMEN SELF HELP GROUPS (WSHG_s) WITH THE ODISHA STATE
CIVIL SUPPLIES CORPORATION LTD FOR PROCUREMENT OF PADDY
DURING KHARIF MARKETING SEASON 2011-12.**

This deed of agreement is made on _____ day of _____
2011.

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. _____, Women Self Help Group represented through it's Authorized Person Smt./ _____
D/o / W/o. _____ At- _____, PO-
_____, P.S._ _____, Dist- _____ hereinafter called "The WSHG" which expressions shall mean & include where the context so admits his successors in office **on the second part**.

And

The District Social Welfare Officer, _____ District being the Nodal Officer for Women Self Help Group here in after called as "The DSWO" 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:

Authorised Person
WSHG

DSWO

District Manager
OSCSC Ltd.

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) "DSWO" shall mean the District Social Welfare Officer of the concerned Revenue District.
- (g) "WSHG" shall mean the Women Self Help Group 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 DSWO 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 WSHG 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 2011-12.
- (r) "CAP Storage" shall mean the Covered and Plinth storage of paddy.
- (s) "Guideline" shall mean the operational guidelines issued by the Corporation for procurement of paddy for the KMS 2011-12.

Clause-2 Objective of the Contract:

As per Food and Procurement Policy for KMS 2011-12, the Corporation has to undertaken for procurement of paddy from farmers at the PPC to be operated by selected WSHGs as commission agent. The DSWO shall act as Nodal Officer for procurement of FAQ / URS paddy through WSHGs 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 30.09.2012 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 WSHG in the Gram Panchayats where centres operated by PACS & OSCSC Ltd. are not in operation, as decided by the district Collector.
- (b) The Collector of the District shall allocate targets to the selected WSHGs keeping in view the district wise target.

- (c) WSHG shall procure paddy within the target as decided by the District Collector.
- (d) Considering the progress of procurement at WSHG, payment of MSP & maintenance of records on registers, the Collector of the district may modify the target assigned to WSHG at his level.

Clause-5 Responsibilities of the WSHG

(i) Specification of Paddy

- (a) WSHG shall purchase paddy confirming to the uniform specifications of paddy prescribed by the Govt. of India for KMS 2011-12 as detailed below.

Schedule of Specifications

Sl. No.	Refractions	Maximum Limit (%)
1	Foreign Matter (a) Inorganic (b) Organic	1.0 1.0
2	Damaged, discolored, sprouted and weevilled grains	4.0
3	Immature, Shrunken and Shrivelled grains	3.0
4	Admixture of lower class	7.0
5	Moisture content	17.0

- (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

WSHG shall make the payment of cost of paddy confirming 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 2011-12.

PADDY	MSP
Common	Rs.1080 Per Qtls.
Grade-A	Rs.1110 Per Qtls.

(iii) Procurement Operations at Purchase Centre

- (a) The WSHG 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 WSHG.

- (b) The WSHG 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 WSHG, till its delivery to the designated custom miller. Undelivered paddy shall be kept at WSHG as interim storage. The WSHG shall ensure the quality and quantity of paddy during interim storage. Corporation shall not allow any shortage during such interim storage.

(iv) Identification of Farmers

The WSHG shall purchase paddy from the genuine farmers on being identified with any one of the following documents.

- Kisan Credit Card.
- Land Pass Book.
- Record of Rights (RoR) i.e. Patta,
- Farmers Identity Card,
- Electors Photo Identity Card.

(v) Mandi Handling Operation

- (a) Handling operations at Mandi includes unloading of paddy from the vehicles of farmers, heaping, re-bagging, weighment, temporary stacking and loading of paddy to the millers vehicle. Unloading of paddy from farmers' vehicle is the responsibility of the farmer.
- (b) The mandi handling i.e heaping, re-bagging, weighment and temporary stacking shall be the responsibility of WSHG.

The loading of paddy to the millers' vehicle shall be responsibility of custom miller.

- (c) The WSHG shall make necessary arrangement of adequate manpower required for paddy procurement operation. The WSHG shall engage adequate labourers & labour contractors for weighment & other ancillary works on paddy procurement operation.
- (d) The WSHG shall make necessary arrangement of adequate infrastructure such as tarpaulin, polythene sheets, weighing scales, moisture meter, analysis kit, mini grader etc. for weighment & quality analysis of paddy brought by the farmers. The WSHG shall make the quality analysis & weighment of paddy stocks at purchase center in presence of farmer.

- (e) The WSHG shall make necessary arrangement for interim storage of paddy at least for 03 days with watch & ward facility. The custom miller shall lift a minimum 40 Qtls./100 bags of paddy that could be transported in a mini Truck as per the direction of the District Manager.
- (f) Mandi handling charges shall be paid proportionately to the WSHG and custom millers 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.
- (g) The WSHG and custom millers shall furnish certificate in the prescribed format to the District Manager for payment of mandi labour charges.

(vi) Payment of MSP to Farmers

- (a) The WSHG shall purchases paddy from the farmers at MSP & Bonus, if any at the prescribed rates as mentioned at Clause-‘ii’ 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.
- (b) The payment of total cost of paddy to the farmer shall be made by the WSHG on the spot or preferably within 3 days but not later than 7 days in any case.
- (c) **The WSHG 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 WSHG indicating the following information along with copies of executed acceptance note of paddy duly authenticated by the DSWO.**

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 WSHG 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 WSHG in the purchase register and shall inform the matter to the DSWO/ District Manager.
- (f) The WSHG shall maintain the acknowledgement of receipt of cheques by the farmers in the Cheque Issue Register for periodical checking & future reference.
- (g) The WSHG 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 WSHG has to bear the entire responsibility.
- (h) The WSHG 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 WSHG 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 WSHG & the OSCSC Ltd. shall not be responsible for such payment.

VII Maintenance of Records & Registers

- (i) The WSHG shall maintain proper accounts on purchase of FAQ/ URS paddy from farmers. For the purpose the following registers/ records etc. supplied by OSCSC Ltd. are to be maintained.
 - 1) Token Slip
 - 2) Quality Test Report
 - 3) Vendor Receipt
 - 4) Transit Pass
 - 5) Paddy Acceptance Note
 - 6) Paddy Stock Register
 - 7) Paddy Despatch Register
 - 8) Millers Control Register
 - 9) Cash Book.
 - 10) Cheque Issue Register.
 - 11) Paddy Purchase Register (two set).
 - 12) Paddy Rejection Register

- (ii) The WSHG shall make quality checking of FAQ / URS paddy purchased from farmers and records are maintained on such quality analysis.
- (iii) The WSHG shall issue vender receipts supplied by the OSCSC Ltd. to the farmers on purchase of FAQ/URS paddy.
- (iv) The WSHG shall obtain acknowledgement of the farmers on receipt of cheques in the cheque issue register for periodical checking & future reference.
- (v) The WSHG shall make proper entry of the paddy purchased in the purchase register. Two such registers shall be maintained by the WSHGs for use alternatively to facilitate in sending one register to the place of computerization for necessary entry.
- (vi) The WSHG shall maintain separate cash book for procurement operation, which can be verified by the authorities of DSWO/OSCSC Ltd. as & when required.
- (vii) The WSHG shall give the following certificates on the Acceptance Note used towards delivery of paddy to custom millers by the selected WSHG.

- (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 WSHG.
- (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.

(viii) The WSHG shall issue Acceptance Note in duplicate to the custom miller 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.

- (ix) The registers & documents relating to the purchase of paddy can be inspected by the Officer of the DSWO/OSCSC Ltd. or Officers of the Government or Officers of the concerned district as & when required.

(VIII) Submission of Report & Returns.

- (a) The WSHG shall submit information on procurement of paddy to the District Manager/DSWO.

- (b) WSHG 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 DSWO for reimbursement by the District Manager. .
- (c) The WSHG shall maintain the records/registers & documents on paddy procurement operation as prescribed by the Corporation & preserve by WSHGs for future reference & for the purpose of audit.
- (d) The WSHG shall submit the purchase register at the office of the District Manager for computerization of farmer's data.**
- (e) The WSHG shall submit executed copies of Acceptance Notes to the District Manager within a week of issue of Acceptance Note. The authorized officer of WSHGs, millers or his representative shall sign the Acceptance Note.

Clause-6 Responsibilities of the DSWO

(i) Selection of WSHGs

- (a) OSCSC Ltd. shall purchase paddy through WSHG in the Gram Panchayats where centres operated by PACS & OSCSC Ltd. are not in operation, as decided by the district Collector.
- (b) The DSWO shall ensure selection of suitable WSHGs after assessing their available manpower, infrastructure, testing equipments, track records, financial capability, location, storage capacity & past performance during previous KMS.
- (c) The DSWO shall ensure selection & engagement of suitable & capable WSHGs fulfilling the parameters as specified at sub-clause-(ii) above from among the WSHG 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 DSWO shall prepare a list of selected WSHGs participating in current procurement operation & communicate the same to the District Manager, OSCSC Ltd.
- (e) The WSHGs 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 DSWO shall arrange awareness-cum-training programme among the selected WSHG 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 DSWO/any Officer Authorized, can verify the records & registers maintained by the WSHG as and when required by him.
- (c) On intimation of delay in payment of MSP or deviation in mode of payment to farmers due to unavoidable circumstances by any WSHG, the same shall be intimated to the District Manager and the Collector.
- (d) DSWO will provide assistance to District Manager and his staff in discharging their duties related to paddy procurement through WSHGs.
- (e) The DSWO will ensure that field functionaries working under his/her jurisdiction make periodical visits/inspections to WSHGs engaged in paddy procurement.

(iii) Publicity

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

(iv) Flow of Funds

- (a) The WSHG 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 WSHG to the DSWO.
- (c) The DSWO shall process the said information within a reasonable period & submitted to the District Manager for reimbursement. The funds on reimbursement, by the District Manager, shall be released by the DSWO to the WSHG within a reasonable period.
- (d) Similarly claims on money handling operations and commission on receipt from the WSHG shall be processed to the District Manager and on receipt of amount in this

Authorised Person
WSHG

DSWO

District Manager
OSCSC Ltd.

regard from the District Manager the same shall be released to the WSHG within a reasonable period.

Clause-7 Responsibilities of the Corporation

(i) Flow of Funds

- (a) The selected WSHG as intimated by the DSWO 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 WSHG.
- (c) As per the request of the DSWO, the District Manager shall assist in imparting training on paddy procurement to the selected WSHG.
- (d) The cost of paddy shall be reimbursed by the District Manager on receipt of information from WSHG duly authenticated by the DSWO 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.
- (e) The District Manager shall reconcile on the paddy purchase by each WSHGs basing on the Acceptance Note issued to the custom millers and the record maintained by the custom millers / mill in-charge for joint custody and maintenance of paddy.

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

- (a) The Corporation shall pay the Commission to the WSHG through the DSWO on the actual quantity of paddy purchased by the WSHG as per the economic costing of Government of India under the head "Commission to Society" for the KMS 2011-12 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 (vi) (d) from the WSHG of farmers' data basing on paddy purchase register.
- (b) Proportionate Mandi Labour charges as decided by OSCSC for the KMS 2011-12 will be paid by the OSCSC Ltd. to the WSHG through the DSWO for the operations carried out by them.

- (c) Payment of Commission, Mandi Labour charges shall be made by the District Manager to the WSHG through the DSWO at the district level, basing on the paddy received from WSHG. The claims shall be settled preferably on monthly basis. The District Manager shall release payment on receipt of claim, subject to reconciliation of paddy accounts and receipt of information from WSHG indicating the following information along with copies of executed acceptance note of paddy duly authenticated by the DSWO.

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.

- (d) 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 non-reconciliation of paddy, the economic cost of said quantity of paddy shall not be reimbursed by the OSCSC Ltd.

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 WSHG. 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 WSHG 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 paddy purchase register for computerization or for any other reason

Authorised Person
WSHG

DSWO

District Manager
OSCSC Ltd.

which will be detrimental to the paddy procurement operation.

Clause-10 Operational Guidelines, KMS 2011-12

The conditions stipulated in the procurement guidelines for Kharif Marketing Season (KMS) 2011-12 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, W & C. D. 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
WSHG**

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

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

**(Name in Capital
Letters)**

**DSWO
-----District**

District Manager,

**Name of the WSHG
Address _____**

OSCSC Ltd.

-----District

(Seal)

(Seal)

(Seal)

Witness

Witness

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

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

Address

Address

Authorised Person
WSHG

DSWO

District Manager
OSCSC Ltd.

2.

2.