

**ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.,  
\_\_\_\_\_ DISTRICT OFFICE.**

**AGREEMENT WITH DISTRICT CENTRAL CO-OPERATIVE BANKS (DCCBs)  
FOR PROCUREMENT OF PADDY THROUGH PACS ON BEHALF OF THE  
ODISHA STATE CIVIL SUPPLIES CORPORATION LTD DURING KHARIF  
MARKETING SEASON 2011-12.**

This deed of agreement is made on \_\_\_\_\_ day of \_\_\_\_\_  
2011.

**Between**

The District Central Co-operative Bank, \_\_\_\_\_ District  
represented through its Secretary Sri \_\_\_\_\_,  
aged about \_\_\_\_\_, son of \_\_\_\_\_,  
At \_\_\_\_\_, PO \_\_\_\_\_, PS \_\_\_\_\_,  
District \_\_\_\_\_, here in after called "The DCCB" which  
expressions shall mean & include where the context so admit it's successors in office  
& assigns on the one part.

**And**

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

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

**Clause-1- Definition:**

- (a) “Government” shall mean the Government of Odisha in Food Supplies and Consumer Welfare Department.
- (b) “Corporation” and “OSCSC Ltd.” shall mean the ODISHA State Civil Supplies Corporation Ltd, [OSCSC Ltd.] having it’s registered office at C/2, Nayapalli at Bhubaneswar-12.
- (c) “District Manager” shall mean the District Manager of the ODISHA State Civil Supplies Corporation of a concerned Revenue District in the State of Odisha.
- (d) “Collector” shall mean the Collector and District Magistrate of the Revenue district concerned in the State of Odisha.
- (e) “Managing Director” shall mean the Managing Director of the ODISHA State Civil Supplies Corporation or any officer authorized by him in writing on his behalf for any specified work to take up on his behalf.
- (f) “OSCB” shall mean the ORISSA State Co-operative Bank Ltd. having it’s registered office at Pt. J.N. Marg, Bhubaneswar, Odisha.
- (g) “DCCB” shall mean the District Central Co-operative Bank Ltd.
- (h) “Secretary” shall mean the Secretary of the District Central Co-operative Bank Ltd.
- (i) “PACS” shall mean the Primary Agricultural Co-operative Society including Service Co-operative Societies, Large Sized Adivasi Multi Purpose Co-Operative Society & Farmers Service Society identified for procurement of paddy.
- (j) “Contract” shall mean this agreement and such general and special conditions as may be added to it mutually agreed by the DCCB and the District Manager of the OSCSC Ltd. from time to time.

- (k) "Custom Miller" shall mean & include the person or persons, Firm or Company to whom the contract of milling of paddy & other ancillary works has been entrusted by the OSCSC Ltd.
- (l) "Godown" shall mean the godown of the Corporation or godown hired by Corporation for storing of paddy/custom milled rice & other PDS commodities.
- (m) "Paddy Purchase Centre" and "PPC" shall mean the place where the PACS shall purchase paddy on behalf of the OSCSC Ltd. which includes the storage place for interim storage of paddy.
- (n) "Purchase Officer" shall mean an Officer designated by the District Manager of OSCSC Ltd. after due approval of the concerned District Collector to supervise the purchase of paddy.
- (o) "Authorized Officer" shall mean any Officer authorized by the Corporation / District Manager / Collector for specific purpose.
- (p) "Transport Contractor" shall mean a person, firm or company appointed by the Managing Director or the District Manager of the OSCSC Ltd.
- (q) "Stock" shall mean the FAQ / URS paddy.
- (r) "Paddy" includes FAQ and URS paddy of Grade- A and Common variety as per specifications prescribed by the Government of India for KMS 2011-12.
- (s) "Food and Procurement Policy" shall mean the Food and Procurement Policy issued by Government of ODISHA for the KMS 2011-12.
- (t) "CAP Storage" shall mean the Covered and Plinth storage of paddy.
- (u) "CEO" shall mean the Chief Executive Officer of the PACS.
- (v) "Guideline" shall mean operational guidelines issued by the OSCSC Ltd. for the KMS 2011-12.

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

As per the Food and Procurement Policy for KMS 2011-12, the Corporation has to undertake procurement of paddy from farmers engaging the DCCB at the PPC to be operated by selected PACS as commission agent. Individual DCCB shall act as Commission Agent of the Corporation for procurement of FAQ / URS paddy from the farmers especially small and marginal through PACS 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 both the parties on the same terms and conditions or as per the direction of the Government. The OSCSC Ltd. and the DCCB reserve the right to terminate the contract at any time during its currency on mutually agreed terms.

**Clause-4 Specification of Paddy**

DCCB shall ensure that the uniform specifications of paddy prescribed by the Govt. of India for KMS 2011-12 as detailed below shall be strictly adhered to by the PACS while purchasing paddy from farmers.

**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

**Clause-5 Minimum Support Price**

Paddy conforming to the specifications as mentioned at clause-4 above is required to be purchased only at Minimum Support Price (MSP) & incentive bonus if any declared by Govt. of India from time to time. The following MSP for Fair Average Quality (FAQ) paddy have been fixed by Govt. of India for KMS 2011-12.

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

**Clause- 6 Duties & Responsibilities of DCCB**

**(A) Selection of PACS**

- (i) The DCCB shall act as nodal agency for purchase of paddy from genuine farmers in the purchase centers operated by PACS as per the provisions contained in Food & Procurement Policy for KMS 2011-12.
- (ii) The DCCB shall ensure selection of suitable PACS after assessing their available manpower, infrastructure, testing equipments, track records, financial capability and management, location, storage capacity & past performance during the KMS i.e. 2009-10 & 2010-11.
- (iii) **The PACS which has registered themselves in the website of the FS & CW Deptt. and has been authorized by the Verifying Officer shall be considered for such selection as suitable PACS by the DCCB.**
- (iv) The DCCB shall be responsible for selection & engagement of suitable & capable PACS fulfilling the parameters as specified at sub-clause-(ii) above with due approval of Collector & in consultation with District Manager, OSCSC Ltd. as well as DRCS.
- (v) The DCCB shall prepare a list of selected PACS participating in current procurement operation & communicate the same to the District Manager, OSCSC Ltd. under intimation to the Head Office, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-12.
- (vi) The PACS whose performance was found unsatisfactory during previous KMS or any dispute is pending shall not be selected in the current paddy procurement operation.

**(B) Identification of Farmers**

- (i) The DCCB shall ensure purchase of paddy through PACS 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.

- (ii) The DCCB shall ensure that, the Authorised Person of PACS shall verify the documents as mentioned at sub-clause-(i) 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.
- (iii) The DCCB shall arrange issuance of token through the selected PACS 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.

**(C) Mandi Handling Operation**

- (i) 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.
- (ii) In the purchase centres operated by PACS, the mandi handling i.e heaping, re-bagging, weighment and temporary stacking shall be the responsibility of PACS.

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

- (iii) The DCCB shall ensure arrangement of adequate manpower required for proper functioning of selected PACS. The DCCB shall ensure for engagement of adequate labourers & labour contractors for weighment & other ancillary works in the selected PACS on procurement operation.
- (iv) The DCCB shall ensure availability of adequate infrastructure such as tarpaulin, polythene sheets, weighing scales, moisture meter, analysis kit, mini grader etc. at selected PACS for proper weighment & quality analysis of paddy brought by the farmers by the RMC. The DCCB shall ensure that the quality analysis & weighment of paddy stocks at PACS Center shall be made in presence of farmer & miller's representative.
- (v) Mandi handling charges shall be paid proportionately to the PACS 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.

- (vi) The PACS and custom millers shall furnish certificate in the prescribed format (as at Annexure-I) to the District Manager for payment of mandi labour charges. The DCCB shall ensure that the PACS shall furnish certificate in prescribed format to the District Manager for payment of mandi labour charges.
- (vii) The DCCB shall arrange to make necessary arrangement at the selected PACS for interim storage of paddy at least for 03 days with watch & ward facility at PACS. The DCCB shall arrange at the selected PACS to lift the stock by the custom miller, of a minimum quantity of 40 qtl. / 100 bags of paddy that could be transported in a mini truck.

**(D) Publicity**

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

**(E) Target on Procurement**

- (i) The Collector of the District shall allocate targets to the DCCB to be procured through PACS keeping in view the district wise target.
- (ii) The DCCB shall ensure procurement of paddy through PACS within the target as decided by the District Collector.
- (iii) Considering the progress of procurement at PACS the Collector of the district shall modify the target assigned to PACS at his level. The PACS shall not procure paddy in excess of the assigned target.

**(F) Procurement Operations of Paddy**

- (i) The DCCB shall ensure purchase of FAQ/URS paddy from the genuine farmers preferably from small and marginal farmers through the selected PACS. In no case the OSCSC Ltd. shall accept non-FAQ/non URS paddy purchased by the PACS.
- (ii) The DCCB shall make necessary arrangements for opening & operation of purchase centers at suitable places and on specified days as per decision of Govt./ Collector of the district for purchase of paddy by PACS.
- (iii) The DCCB shall ensure that the PACS shall purchase paddy at PACS centre as decided by the Collector.

- (iv) The DCCB shall ensure advance registration of farmers through selected PACS to regulate arrival of paddy basing on the quantity of paddy can be handled by the PACS considering the weighing, record maintenance & other facilities required for purchase of paddy.
- (v) Paddy shall remain in the custody of the selected PACS, till its delivery to the designated custom miller within stipulated period. Undelivered paddy shall be kept at PACS for interim storage. The DCCB shall ensure the quality and quantity of paddy during interim storage at the selected PACS. Corporation shall not allow any shortage is allowed for such interim storage.

**(G) Payment of MSP to Farmers**

- (i) The DCCB shall ensure that the farmers have got their MSP & Bonus, if any against the paddy sold at PACS center at the prescribed rates as mentioned at Clause- '5' above 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.
- (ii) The DCCB shall ensure that payment of total cost of paddy to the farmer shall be made by the PACS on the spot preferably within 3 days but not later than 7 days in any case.
- (iii) However, if there is delay in payment of MSP to farmers due to unavoidable circumstances the same shall be recorded by the Authorised Person of the PACS in the purchase register and Secretary, DCCB shall inform the matter to the District Manager / Collector of the district.
- (iv) The DCCB shall ensure that PACS shall maintain the acknowledgement of receipt of cheques by the farmers in the Cheque Issue Register for periodical checking & future reference.
- (v) The signature of the farmers has to be obtained in the prescribed by OSCSC Ltd. as token of acceptance of cheque.
- (vi) The DCCB shall facilitate payment to the farmers through PACS and in case of any delay in payment or deviation in mode of payment, he shall bring it to be notice of the District Manger and Collector when such delay or deviation noticed by him.



- (vii) The DCCB shall ensure that PACS 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 commission agent has to bear the entire responsibility.
- (viii) The DCCB shall ensure that the cheques issued by the PACS are honored expeditiously by the Banks and farmers benefit from the system of payment through cheques.
- (ix) The DCCB shall ensure that no farmer has got the price of the paddy sold below the MSP after quality analysis of his paddy as per specifications prescribed. In case of any complaint on the MSP from farmer, the same shall be the exclusive responsibility of DCCB & the OSCSC Ltd. shall not be responsible for such payment.

**(H) Maintenance of Records & Registers**

- (i) The DCCB shall ensure proper maintenance of records and registers on purchase of FAQ/ URS paddy from farmers by the PACS. The following registers/ records etc. as supplied by OSCSC Ltd. are to be maintained.
  - a) Token Slip
  - b) Quality Test Report
  - c) Vender Receipt
  - d) Transit Pass
  - e) Paddy Acceptance Note
  - f) Paddy Stock Register
  - g) Paddy Despatch Register
  - h) Millers Control Register
  - i) Cash Book.
  - j) Cheque Issue Register.
  - k) Paddy Purchase Register (two set).
  - l) Paddy Rejection Register
- (ii) The DCCB shall ensure issue of proper vender receipts supplied by the OSCSC Ltd. to the farmers on purchase of FAQ/URS paddy in selected PACS.

- (iii) The DCCB shall ensure proper entry of acknowledgement receipt of cheques by the farmers in the cheque issue register maintained in selected PACS for periodical checking & future reference.
- (iv) The DCCB shall ensure proper entry of purchase of paddy in purchase register maintained in selected PACS to facilitate entry of transactions on daily basis. Two such registers shall be maintained by the PACS for use in alternative day to facilitate in sending one register to the place of computerization for necessary entry.
- (v) The DCCB shall ensure maintenance of separate cash book or such cash book as may be prescribed by OSCSC Ltd. for procurement operation in selected PACS, which can be verified by the authorities of OSCSC Ltd. as & when required.
- (vi) The DCCB shall ensure issuance of the following certificates on issue of Acceptance notes used towards delivery of paddy to custom millers by the selected PACS.
  - (a) Old jute gunny bags for packing of paddy supplied by the miller.
  - (b) Transportation of paddy done by miller.

Transportation of paddy to the mill point & supply of bags for packing of paddy is the responsibility of custom miller.
- (vii) The DCCB shall ensure quality checking of FAQ / URS paddy purchased from farmers at the PACS level and recording of such quality analysis. In case of any ambiguity regarding quality norm, the DCCB shall have the responsibility to ensure improvement of the same before delivery to the Custom Miller engaged by the Corporation tagged to the selected PACS.
- (viii) The registers & documents relating to the purchase of paddy can be inspected by the Officer of the OSCSC Ltd. or Officers of the Government or Officers of the concerned district or the officials of the DCCB & OSCB as & when required.
- (ix) The DCCB shall arrange to deliver the FAQ / URS paddy so purchased through PACS to the designated millers authorized by OSCSC Ltd. on case to case basis on the same day with due acknowledgement.

- (x) The DCCB shall ensure issue of Acceptance Note in duplicate to the custom miller on the day of delivery of paddy. One copy of Acceptance note shall be handed over to the concerned custom miller and the other copy for use of Authorised Officer looking after custody & maintenance of paddy at custom millers point.
- (xi) The DCCB shall ensure submission of executed copies of Acceptance Notes to the District Manager within a week of issue of Acceptance Note by the selected PACS. The Authorised Person of PACS, miller or his authorized representative shall sign the Acceptance Note positively.

**(I) Computerisation**

- (i) DCCB shall ensure Computerisation of Paddy Purchase data in the software developed by NIC and under use by the Corporation.
- (ii) Paddy Purchase data shall be computerized for each and every farmer indicating the information as prescribed in the paddy purchase registers.
- (iii) Such computerization of purchase data shall be referred by the DCCB in requisition & release of funds.
- (iv) The DCCB shall ensure submission of executed copies of Acceptance Note on delivery of paddy to the custom millers on weekly basis to the District Manager for computerization.

**(J) Requisition of Funds & Submission of Report & Returns.**

- (i) As per para 8(d) of Food and Procurement Policy 2011-12, keeping in view the district wise target allotted to the Corporation, OSCSC Ltd. shall release the funds to DCCB on the requisition of Collector only.
- (ii) Initially funds for purchase of paddy for one week shall be placed with the district in advance basing on the last year's purchase trends and subsequently, funds shall be placed as per the requisition of the Collector.
- (iii) The DCCB will calculate requirement of funds for paddy purchase at PACS on weekly basis considering the realistic needs for requisite funds in such a manner that unduly large amount do not remain idle causing loss of interest and at the same time the paddy procurement operations are not hampered on account of shortage of funds.

- (iv) The DCCB shall intimate the funds requirement for a week to the District Manager, OSCSC Ltd. showing the total quantity of paddy purchased in each PACS, number of farmers from whom paddy purchased in each PACS and funds available with each PACS. Basing on such intimation the District Manager, OSCSC Ltd. shall give requisition to the Corporation Head Office through the Collector. While making requisition for release of funds the District Manager shall ensure that such requisition is within the target of procurement assigned to the PACS.
- (v) DCCB shall daily information on procurement of paddy by selected PACS on the basis of executed A/c notes to concerned District Manager.
- (i) The DCCB shall ensure that the paddy procured within the funds placed by OSCSC Ltd. from time to time & shall ensure that there is no credit purchase.
- (ii) The DCCB shall ensure that the funds placed by the OSCSC Ltd. is remitted to the PACS immediately on the same day or latest by next date.
- (iii) The DCCB shall ensure that the records registers & documents maintained for paddy procurement operation are properly preserved & kept at PACS for future reference & for the purpose of audit.

**Clause-7 Penalty**

- (i) In case of delivery of paddy without issue of Acceptance notes or non-delivery of paddy purchased or non-reconciliation of paddy account or shortage of paddy procured, the cost of paddy with other expenses as will be decided by the OSCSC Ltd. shall be recovered from the PACS concerned through the DCCB.
- (ii) In case of misappropriation/ diversion/ mis-utilisation of funds provided by OSCSC Ltd. for paddy procurement operation, the DCCB shall make good the loss along with interest to the OSCSC Ltd.
- (iii) The DCCB shall ensure refund of un-utilized funds lying with DCCB/ PACS for a period of 15 days, to the OSCSC Ltd. If the said funds are not refunded, interest at the rate of loans availed by the OSCSC Ltd. shall be charged beyond 15 days to DCCB & shall continue till the funds are refunded.

**Clause-8 Duties & Responsibilities of OSCSC Ltd.:**

**(A) Placement of Funds**

- (i) The OSCSC Ltd. shall place required funds towards cost of FAQ / URS paddy to the DCCB through the Odisha State Co-operative Bank (OSCB). It shall be the responsibility of the DCCB to remit the funds to the selected PACS as per requirement.
- (ii) The OSCSC Ltd. shall receive only FAQ/URS paddy from the selected PACS, which shall be ensured by the DCCB. The paddy will be received on the same day or within 3 clear days from the date of purchase by the PACS.
- (iii) The District Manager shall reconcile the paddy account with DCCB regarding purchase of paddy by each PACS 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.

**(B) Payment of Commission, Mandi Labour Charges etc.**

- (i) The Corporation shall pay the Commission to the DCCB on the actual quantity of paddy purchased by the PACS 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.
- (ii) Proportionate Mandi Labour charges as decided by OSCSC for the KMS 2011-12 will be paid by the OSCSC Ltd. to DCCB for the operations carried out by them through the selected PACS.
- (iii) The payment of commission and mandi labour charges will be released only after reconciliation of paddy account and receipt of information on paddy purchase in the following format.

Sl.No.	Name of the farmer	S/o./ D/o./ W/o	Village	Identity proof document	Identity proof No.	Paddy sold in Quintal	Cheque No.	Date	Farmer's Bank Account Number

PACS may submit computerized data downloaded from website, duly authenticated by the DCCB.

- (iv) Payment of Commission, Mandi Labour charges shall be made by the District Manager to the DCCB at the district level, basing on the paddy received from PACS. The claims shall be settled on monthly basis. The District Manager shall release the claims within seven days from the date of receipt of claims from DCCB subject to reconciliation of paddy accounts and computerization of purchase data.
- (v) The payment of Commission shall be routed through the DCCB subject to deduction of Income Tax and other statutory dues at source.

**(C) SAVINGS**

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

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

**Clause-9**

The conditions stipulated in the procurement guidelines for Kharif Marketing Season (KMS) 2011-12 shall form a part of this agreement.

**Clause-10 Arbitration:**

It has been mutually agreed by both the parties that in the event of any dispute covering or arising out of this contract / agreement the same shall be referred to Arbitrators. The Commissioner-cum-Secretary, F.S. & C.W. Department and Commissioner-cum-Secretary, Co-operation Department, Government 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 two copies, one copy each to be retained by each party.

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

**(Signature)**  
**(Name in capital letters)**  
**Secretary, \_\_\_\_\_ CCB**

**(Seal)**

**Witness**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2.**

**(Signature)**  
**(Name in capital letters)**  
**District Manager,**  
**\_\_\_\_\_ OSCSC Ltd.**

**(Seal)**

**Witness**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2.**