

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

TRIPARTITE AGREEMENT

**AGREEMENT WITH EXECUTIVE ENGINEER (IRRIGATION) & PANI
PANCHAYAT (PP) WITH THE ODISHA STATE CIVIL SUPPLIES
CORPORATION LTD FOR PROCUREMENT OF PADDY DURING
KHARIF MARKETING SEASON 2012-13.**

This deed of agreement is made on _____ day of _____
2012.

Among

M/s. Odisha State Civil Supplies Corporation represented through it's District

Authorized Person
PP

EXECUTIVE ENGINEER

District Manager
OSCSC Ltd.

Manager, OSCSC Ltd, _____ District hereinafter called “The OSCSC Ltd.”, which expression shall mean and include where the context so admit it’s successors in office and assigns on **the first part.**

And

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

And

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

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

Clause-I-Definition:

- a) “Government” shall mean the Government of Odisha in Food Supplies and Consumer Welfare Department.
- b) “Corporation” and “OSCSC Ltd.” shall mean the Odisha State Civil Supplies Corporation Ltd, [OSCSC Ltd.] having it’s registered office at Plot No. C/2, Nayapalli at Bhubaneswar-12, Dist-Khurda.
- c) “District Manager” shall mean the District Manager of the Odisha State Civil Supplies Corporation of a concerned Revenue District in the State of Odisha.
- d) “Collector” shall mean the Collector and District Magistrate of the Revenue district concerned in the State of Odisha.
- e) “Managing Director” shall mean the Managing Director of the Odisha State Civil Supplies Corporation or any officer authorized by him in writing on his behalf for any specified work to take up on his behalf.
- f) “Executive Engineer” shall mean the Executive Engineer (Irrigation) in charge of the Pani Panchayat.
- g) “PP” shall mean the Pani Panchayat registered and authenticated as stipulated by the Govt. in F.S & C.W. Dept.
- h) “Contract” shall mean this agreement and such general and special conditions as may be added to it mutually agreed by the Executive Engineer and the District

Authorised Person
PP

EXECUTIVE ENGINEER

District Manager
OSCSC Ltd.

Manager of the Corporation from time to time.

- i) "Custom Miller" shall mean & include the person or persons, firm or company to whom the contract for milling of paddy & other ancillary works has been entrusted by the OSCSC Ltd.
- j) "Godown" shall mean the godown of the Corporation or godown hired by the Corporation for storing of PDS commodities.
- k) "Paddy Purchase Centre" shall mean the place where the PP shall purchase paddy on behalf of the OSCSC Ltd.
- l) "Purchase Officer" shall mean an Officer designated by the District Manager of OSCSC Ltd. after due approval of District Collector to supervise the purchase of paddy.
- m) "Authorized Officer" shall mean any Officer authorized by the Corporation / District Manager / Collector for specific purpose.
- n) "Transport Contractor" shall mean a person, firm or company appointed by the Managing Director or the District Manager of the OSCSC Ltd. for transportation of paddy.
- o) "Stock" shall mean the FAQ / URS paddy purchased from farmers.
- p) "Paddy" shall mean the FAQ and URS paddy of Grade- A and Common variety as per specification prescribed by the Government of India.
- q) "Food and Procurement Policy" shall mean the Food and Procurement Policy issued by Government of Odisha for the KMS 2012-13.
- 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 2012-13.

Clause-2 Objective of the Contract:

As per Food and Procurement Policy for KMS 2012-13, the Corporation has to undertake for procurement of paddy from farmers at the PPC to be operated by selected PPs as commission agent. The Executive Engineer shall act as Nodal Officer for procurement of FAQ / URS paddy through PPs in the concerned districts.

Clause-3 Duration of Contract:

The contract shall come into force with effect from the date of execution of this agreement and shall remain in force till 30.09.2013 or till reconciliation of paddy purchased and delivered to millers and settlement of accounts with the Corporation, whichever is later.

Authorised Person
PP

EXECUTIVE ENGINEER

District Manager
OSCSC Ltd.

This agreement may be extended for further period as may be mutually agreed by the parties on the same terms and conditions or as per the direction of the Government.

Clause-4 Target on Procurement

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

Clause-5 Responsibilities of the PP

(i) Specification of Paddy

- (a) PP shall purchase paddy confirming to the uniform specifications of paddy prescribed by the Govt. of India for KMS 2012-13 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

PP 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 2012-13.

PADDY	MSP
Common	Rs.1250 Per Qtls.
Grade-A	Rs.1280 Per Qtls.

(iii) Procurement Operations at Purchase Centre

- (a) The PP shall purchase FAQ/URS paddy from the genuine farmers preferably from small and marginal farmers. In no case the OSCSC Ltd. shall accept non-FAQ/non URS paddy purchased by the PP.
- (b) The PP shall operate purchase centers at suitable places and on specified days only as per decision of the Collector of the district for purchase of paddy.
- (c) Paddy shall remain in the custody of the selected PP, till its delivery to the designated custom miller. Undelivered paddy shall be kept at PP as interim storage. The PP shall ensure the quality and quantity of paddy during interim storage. Corporation shall not allow any shortage during such interim storage.

(iv) Advance Registration of Farmers

- (i) Executive Engineer to ensure that PP will take up advance registration of farmers (at least 7 days) along with proposed quantity of FAQ paddy to be sold, proof of identity and saving bank account details of any Commercial, Rural or Co-operative Bank / Post office.
- (ii) Executive Engineer to ensure that PP will allot date to the farmers to bring FAQ paddy to the PPC's so as to regulate flow of paddy.

(v) Identification of Farmers

The PP 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.

(vi) Equipments at Paddy Purchase Center

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

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

Materials

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

(vii) 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 PP.
The loading of paddy to the millers' vehicle shall be responsibility of custom miller.
- (c) The PP shall make necessary arrangement of adequate manpower required for paddy procurement operation. The PP shall engage adequate labourers & labour contractors for weighment & other ancillary works on paddy procurement operation.
- (d) The PP 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 PP shall make the quality analysis & weighment of paddy stocks at purchase center in presence of farmer.
- (e) The PP 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 PP 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 PP shall furnish certificate in the prescribed format at Annexure-I to the District Manager for payment of mandi labour charges.

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

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

(ix) Mobile Reporting of Paddy Procurement

- i. The paddy purchase made at PP shall be reported through SMS to Mobile No. 9437000359, through the registered mobile number of PP.
- ii. The SMS must be sent AC Note wise daily at the end of the day.
- iii. The SMS reporting of paddy purchase shall be taken into account while considering release of funds for purchase of paddy.
- iv. SMS reporting will be the precondition for release of commission and mandi handling charges to the PPs.

The SMS will have the following format:

PP_DDMMYY_Miller Code_Quantity_AC Note Number

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

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

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

('_' indicates 'space')

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

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

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

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

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

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

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

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

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

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

- (e) The PP shall be responsible for any delay payment or deviation in mode of payment. In case of delay in payment of MSP to farmers due to unavoidable circumstances the same shall be recorded by the Authorised Person of the PP in the purchase register and shall inform the matter to the Executive Engineer/ District Manager.
- (f) The PP shall maintain the acknowledgement of receipt of cheques by the farmers in the Cheque Issue Register for periodical checking & future reference.
- (g) The PP shall not make any credit purchase of paddy and shall procure within the target assigned by the Collector. OSCSC shall not be responsible for any credit purchase and PP has to bear the entire responsibility.
- (h) The PP shall ensure that the cheques are honored expeditiously by the Banks and farmers benefit from the system of payment through cheques.
- (i) It is the responsibility of PP to ensure that no farmer has got the price of the paddy sold below the MSP after quality analysis of his paddy as per prescribed specifications. In case of any complaint on the MSP from farmer, the same shall be the exclusive responsibility of PP & the OSCSC Ltd. shall not be responsible for such payment.

xi. Maintenance of Records & Registers

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

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

- (ii) The PP shall make quality checking of FAQ / URS paddy purchased from farmers and records are maintained on such quality analysis in cases of rejection of paddy brought by the farmer.
- (iii) The PP shall issue vender receipts supplied by the OSCSC Ltd. to the farmers on purchase of FAQ/URS paddy.
- (iv) The PP shall obtain acknowledgement of the farmers on receipt of cheques in the cheque issue register for periodical checking & future reference.
- (v) The PP shall make proper entry of the paddy purchased in the purchase register. Two such registers shall be maintained by the PPs for use alternatively to facilitate in sending one register to the place of computerization for necessary entry.
- (vi) The PP shall maintain separate cash book for procurement operation, which can be verified by the authorities of Executive Engineer/OSCSC Ltd. as & when required. The Cash Bok shall reflect daily payment made to the farmers.
- (vii) The PP shall give the following certificates on the Acceptance Note used towards delivery of paddy to custom millers by the selected PP.
 - (1) Old jute gunny bags for packing of paddy supplied by the miller.
 - (2) Handling operations, except loading of paddy to the vehicle of the miller, have been carried by the PP.
 - (3) Transportation of paddy done by the miller
Transportation of paddy to the mill point & supply of bags for packing of paddy is the responsibility of custom miller.
- (viii) **The PP shall issue Acceptance Note in duplicate to the custom miller / authorized representative on the day of delivery of paddy. One copy of A/c note shall be handed over to the concerned custom miller and the other for use of Authorised Officer looking after custody & maintenance of paddy at custom millers point.**
- (ix) The registers & documents relating to the purchase of paddy can be inspected by the Officer of the Executive Engineer/OSCSC Ltd. or Officers of the Government or Officers of the concerned district as & when required.
- (xii) **Submission of Report & Returns.**
 - (a) The PP shall submit information on procurement of paddy to the District Manager/Executive Engineer.
 - (b) PP shall submit information indicating the name of the farmers, quantity of

paddy purchased, cheque number, amount and date of payment thereof along with copies of executed acceptance note of paddy duly authenticated by the Executive Engineer for reimbursement by the District Manager. .

- (c) The PP shall maintain the records/registers & documents on paddy procurement operation as prescribed by the Corporation & preserve by PPs for future reference & for the purpose of audit.
- (d) The PP shall submit executed copies of Acceptance Notes to the District Manager within a week of issue of Acceptance Note. The authorized officer of PPs, millers or his representative shall sign the Acceptance Note.

Clause-6 Responsibilities of the Executive Engineer

(i) Selection of PPs

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

(ii) Training & Monitoring

- (a) The Executive Engineer shall arrange awareness-cum-training programme among the selected PP to make them familiar with the quality specification, various stage of paddy procurement operation, maintenance of records &

payment of MSP. This training will be organized with the help of District Manager and his staff.

- (b) The Executive Engineer shall ensure that the PPs selected to participate in procurement operation shall make advance registration of farmers as per clause 5-(iv) above.
- (c) The Executive Engineer/any Officer Authorized, can verify the records & registers maintained by the PP as and when required by him.
- (d) On intimation of delay in payment of MSP or deviation in mode of payment to farmers due to unavoidable circumstances by any PP, the same shall be intimated to the District Manager and the Collector.
- (e) Executive Engineer will provide assistance to District Manager and his staff in discharging their duties related to paddy procurement through PPs.
- (f) The Executive Engineer will ensure that field functionaries working under his/her jurisdiction make periodical visits/inspections to PPs engaged in paddy procurement.
- (g) The Mobile reporting by PPs of paddy purchased shall be ensured.

(iii) Publicity

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

(iv) Flow of Funds

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

- (d) Similarly claims on mandi handling operations and commission by PP shall be processed to the District Manager and on receipt of amount from the District Manager the same shall be released to the PP within a reasonable period.

Clause-7 Responsibilities of the Corporation

(i) Flow of Funds

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

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

- (a) The Corporation shall pay the Commission to the PP through the Executive Engineer on the actual quantity of paddy delivered by the PP to the custom millers as per the economic costing of Government of India under the head "Commission to Society" for the KMS 2012-13 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 (x) from the PP and up to date Mobile reporting by PP.
- (b) Proportionate Mandi Labour charges as decided by OSCSC for the KMS 2012-13 will be paid by the OSCSC Ltd. to the PP through the Executive Engineer for the operations carried out by them.
- (c) The payment of Commission shall be made, subject to deduction of Income Tax and other statutory dues at source.

Clause-8 Penalty

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

Clause-9 SAVINGS

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

Clause-10 Operational Guidelines, KMS 2012-13

The conditions stipulated in the procurement guidelines for Kharif Marketing Season (KMS) 2012-13 shall form a part of this agreement.

Clause-11 Arbitration:

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

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

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

**Signature of the
Authorised Person
PP**

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

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

**(Name in Capital
Letters)**

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

District Manager,

**Name of the PP
Address _____
_____**

OSCSC Ltd.

-----District

(Seal)

Witness

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

2.

(Seal)

(Seal)

Witness

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

2.

CERTIFICATE

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

District :

PACS / WSHG / PP :

Code :

This is to certify that all handling services excluding loading of paddy to the vehicle of the millers at the purchase centre has been provided for procurement of _____ qtls of paddy on behalf of OSCSC in the KMS 2012-13.

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

Signature of the Authorized Officer:

Full Name :

Designation :