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ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

(A Govt. of Odisha Undertaking)

REGISTERED OFFICE: C/2, NAYAPALLI, BHUBANESWAR-12

CIN: U51211OR1980SGC000894

Tel No: 0674-2395391, Fax No: 0674-2395291, website: www.oscsc.in

PP-31/2021

Letter No. 15862 Date- 06.11.21.



From

Bishwajit Das, OAS (SAG),
Managing Director.

To

All Chief CSOs/CSO-cum-District Managers,
OSCSC Ltd.

Sub:- Format of agreement with the Custom Miller for the KMS:2021-22.

Sir,

Enclosed find herewith the agreement form to be executed with Millers for Custom Milling of paddy for the KMS:2021-22. You are instructed to select the Custom Millers and deliver paddy to them. This agreement shall be executed by District Manager and Head of Account of OSCSC Ltd. jointly 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-VI attached to the draft agreement are submitted by the Custom Miller.

A copy of the agreement has also been sent through e-mail to all districts.

- 4) Format of agreement can be downloaded from the Corporation website www.oscsc.in.

Yours faithfully,

Md.
6.11.21

Managing Director

Memo No. 15863 Date 06.11.21.

Copy submitted to the Principal Secretary to Govt., F.S & C.W. Deptt., Odisha, Bhubaneswar for kind information.

Md.
6.11.21

Managing Director

Memo No. 15864 Date 06.11.21.

Copy submitted to all Collectors and District Magistrate for kind information.

Md.
6.11.21

Managing Director

ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.,
_____ DISTRICT OFFICE.
AGREEMENT WITH CUSTOM MILLER
FOR THE KHARIF MARKETING SEASON 2021-22

Passport size
photo of the
miller

An agreement is made this _____ day of _____ 2021,

Between

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 Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

The Head of the Accounts will be joint signatory along with District Manager on behalf of OSCSC Ltd for this agreement.

Whereas in pursuance to Food and Procurement Policy of Government of Odisha the Collector of the district has selected the rice miller for participation in procurement i.e. to lift the paddy from the purchase center of the Corporation, transportation (if assigned), safe and scientific storage of paddy & for delivery of resultant CMR at RRC/FCI after custom milling of the paddy delivered to the miller.

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

Clause-1 **Definition:**

- i. "Government" shall mean the Government of Odisha in Food Supplies and Consumer Welfare Department.
- ii. "Corporation" and "OSCSC Ltd." shall mean the Odisha State Civil Supplies Corporation Ltd, (OSCSC. Ltd.) C/2, Nayapalli at Bhubaneswar.
- iii. "District Manager" shall mean the District Manager of the Corporation of a concerned District in the state of Odisha.
- iv. "Accounts Head" shall mean the Accounts Head of the Corporation of a concerned District in the state of Odisha.
- v. "Collector" shall mean the Collector of the Revenue district concerned in the State of Odisha.
- vi. "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.
- vii. "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.
- viii. "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.
- ix. "Rice Mill" shall mean the place of milling of paddy and receipt of rice.
- x. "Stock" shall mean the gunny/rice/paddy under decentralized paddy procurement scheme of Government.
- xi. "Godown" shall mean the godown belonging to Corporation or godown hired by Corporation for storing rice and paddy and FCI / OSWC/CWC godowns.

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

- xii. "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.
- xiii. "RRC" shall mean Rice Receiving Center. Where CMR is received. It includes the godowns of Corporation either owned or hired, OSWC / CWC depots.
- xiv. "FCI" shall mean Food Corporation of India
- xv. "RRC-in-Charge" shall mean an officer kept in-charge of Rice Receiving Centre
- xvi. "Authorized Officer" shall mean the person authorized by the Collector / District Manager in writing to act on behalf of Corporation.
- xvii. "PACS" shall mean Primary Agricultural Co-operative Society including Service Co-operative Societies, Large Area Multi Purpose Co-operative Societies and Farmers Service Society.
- xviii. "WSHG" shall mean Women Self Help Group
- xix. "PP" shall mean Pani Panchayat
- xx. "CMR" shall mean Custom Milled Rice
- xxi. CAP (Covered And Plinth) storage means interim storage of paddy by OSCSC before it is delivered to the custom miller.
- xxii. "MAS" shall mean Millers Authority Slip
- xxiii. "SAS" shall mean Society Authority Slip
- xxiv. "OTR" shall mean Out Turn Ratio
- xxv. "PST" shall mean Project Support Team
- xxvi. "GST" shall mean Goods & Services Tax, an indirect tax, being levied by Central & State Govt. on manufacture, sale & consumption of goods as well as services.
- xxvii. "OBMS" shall mean Online Bill Management System for requisition and release of miller's payment dues.
- xxviii. "MMDF" shall mean miller-mandi-depot-fair price shop, the software application for use in precise tagging of rice mills, mandies, depots and fair price shop based on least cost basis proposed for implementation.
- xxix. "PFMS" shall mean Public Financial Management System.
- xxx. "FRK" shall mean Fortified Rice Kernel used in rice fortification for distribution under ICDS/MDM scheme aimed at reducing the incidence of malnutrition.

Clause-2 Objective of the contract:

The Corporation shall deliver paddy to designated Transport Contractor/custom miller at the paddy purchase center as decided by DLPC, which shall be transported & kept under safe and scientific storage for milling & 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) *Category of rice to be produced (Fortified/normal/both)* _____
- d) *Milling capacity in MT for one shift of 8 hours* _____
(Capacity as registered and authenticated in the web site)
- e) *Storage capacity of Paddy in MT* _____
- f) *Storage capacity of Rice in MT* _____
- g) *Registered Mobile Number for validation of TP-cum-AC Note.*
- h) *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-VI**.*

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 30.09.2022 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 2021-22 as a part of agreement

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 2021-22 and Food & Procurement Policy of Govt. of Odisha for KMS 2021-22 shall constitute part of this agreement and shall be binding on the custom miller.

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

Clause-11: Details of Security Deposits

- a. The custom miller has agreed to participate under Security Deposit (SD) 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)	Balance amount beyond SD in shape of PDC (In Rs.)	No. of times of security paddy to be delivered
		Amount	Valid up to			
1	2	3	4	5	6	7

- 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. Before release of the SD, the District Manager must ensure that entire rice against paddy lifted from own and other district has been delivered by the miller. SD normally shall be refunded within one month of completion of delivery of CMR by the miller.
- c. Bank guarantee furnished towards security deposit shall be in the name of the Proprietor, Partner, Director, in the name of the Company of Mill.
- d. Paddy stock of OSCSC Ltd. can't be mortgaged/ hypothecated to Bank (s) by custom millers to avail Bank Guarantee/loan.

Clause-12 Responsibilities of Custom Miller:

- (i) The Custom Miller shall take delivery of FAQ paddy procured by OSCSC at PPC operated through PACS / WSHG / Pani Panchayat for custom 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

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

Manager /General Manager / Managing Director of the Corporation, or any officer acting on their behalf, together with such additional, auxiliary and incidental duties as assigned by the Collector / District Manager / General Manager / Managing Director or any officer acting on their behalf.

- (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 T.P-cum-A.C Note & ensure prompt acceptance of T.P-cum-A.C Note through Mobile APP/ P-PAS Portal on receipt of paddy to facilitate transfer of funds to farmer's accounts within prescribed time limit.
- (iv) On execution of Transit Pass-cum-A.C Note of paddy, it shall be construed as accepted. The miller cannot take plea of inadequacy of milling capacity for delivery of CMR in due time as MAS has been generated based on milling capacities and Security Deposit furnished.
- (v) The custom miller if assigned will transport the delivered paddy and the milled rice with adequate protection, safety and at his own risk.
- (vi) The insured stock is to be held under the trust of the Corporation. The policy document must exhibit that stock are held by the miler under trust on behalf of OSCSC.
- (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 ratio as fixed by Government of India from time to time in respect of FAQ/URS Paddy delivered. The custom miller shall deliver fortified rice (raw/boiled) as per norm.
- (xi) Under no circumstances the miller will be entitled to claim shortage in paddy/rice in course of storing, milling, transporting (if assigned) and delivering due to happening of any theft, rioting, or manmade incident/incidents or natural calamities or due to any complaint in quality of paddy accepted. 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/FCI as per Delivery Certificate issued by the District Manager or any officer authorized by the Corporation. The stock shall be accepted after necessary weighing, 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 custom miller shall be responsible for delivery of rice in double line machine stitched new B-Twill gunny bags as will be supplied by the Corporation.
- (xiv) In case of short supply of new gunny bags, alternative sources of packing material such as good quality once used gunny bags/HDPE/PP bags will be arranged for packing of rice with approval of GoI/GoO. **The custom millers who don't receive gunny bags supplied as per programme of CCSO/CSO-cum-District Manager shall not be allowed to use self-procured gunny bags for packing of CMR.**
- (xv) Colour Coding for gunny bags for KMS-2021-22
Colour coding will be as detailed in the operational guidelines.
- (xvi) 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.
- (xvii) 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.
- (xviii) 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.
- (xix) 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%. Between 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: 2021-22.
 - (xx) The custom milled rice shall be delivered to OSCSC/FCI in its tagged godown upto scale point and stacking in the godown will be done by OSCSC/FCI.
 - (xxi) 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-12 (xviii). 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.
 - (xxii) 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.

- (xxiii) 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.
- (xxiv) 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.
- (xxv) The standard forms and stationeries as prescribed by the Corporation shall exclusively / strictly to be used by the custom miller at his own expenses.
- (xxvi) 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.
- (xxvii) Custom miller shall ensure proper books of accounts of FRK receipt and safe storage till its delivery after blending to RRC-cum-DSC/FCI depot.
- (xxviii) 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.
- (xxix) The custom miller shall not subject, transfer or assign this contract or any part there of to anybody without prior approval of the Managing Director / District Manager in writing.
- (xxx) 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.
- (xxxi) 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.

(xxxii) 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.

(xxxiii) OSCSC proposes a software application for tracking of stocks of paddy, rice and gunny bags for implementation. The custom miller shall install required software and feed necessary data in the application for monitoring of the stock account.

Clause-13 Supply of Fortified Rice

The provisions laid down in Para -17 of Operational Guidelines for KMS 2021-22 as applicable shall be followed.

Clause-13 Delivery of CMR:

- i) The custom miller shall deliver CMR as per OTR fixed by the Gol as indicated in the procurement guidelines
- ii) The custom miller shall be duty bound to deliver CMR to OSSC/FCI as per the instructions issued by District Manager / OSCSC Head Office and DC issued.
- iii) The custom miller shall submit the documents obtained from FCI on account of delivery of CMR to FCI to the District Manager within 3 days of delivery of rice.
- iv) The delivery of CMR at RRC / FCI at a time shall be in a lot of 29 MT 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.

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

- vii) The handling operations i.e. carrying the stock during delivery of CMR by custom millers from the platform/weightment scale point by head-loads or by using hand-trolleys, carts etc. and stacking in a countable manner inside the godown at RRC shall be carried out by the handling contractors appointed by the Corporation. The handling operation i.e. unloading of stock to platform, weightment etc. shall be on account of custom millers.

Clause-14 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 GST on sale / disposal /use/ transfer of by-products, as per provisions of GST and shall also comply other statutory provisions as applicable.

Clause-15 The custom miller shall keep and maintain following records and documents at his safe custody and shall submit copies of the same to OSCSC as and when required and furnish reports and returns to District Manager:

1. Records of expenditure incurred at paddy purchase centers including muster roll of labourers engaged for mandi handling operation if assigned.
2. Records of procurement of old/used gunny bags for packing of paddy and accounts of such gunny bags.
3. Records and documents of expenditure incurred for CAP storage of paddy, if miller keeps paddy under CAP storage.
4. Monthly stock return of paddy, CMR and new gunny bags supplied by OSCSC.

Clause-16 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 – 17 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 - 18 Jurisdiction of Court:

- I) Any dispute or difference of opinion arising out of this Agreement or in connection with its implementation or execution, which cannot be settled amicably between the parties hereto through dialogue or discussion, shall be finally settled exclusively by Arbitration. The dispute shall be referred to the sole arbitration of a person to be appointed by OSCSC Ltd. and arbitration shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment, modification or amendment thereto. The arbitration proceedings shall be conducted at Bhubaneswar only. Any award by the sole arbitrator shall be final and binding upon both parties thereto. The fee (if any) or expenses of the Arbitration proceeding shall be borne by the parties equally.
- 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)
Accounts Head
OSCSC Ltd.

(Signature)
(Name in capital letters)
District Manager
OSCSC Ltd.

(Signature)
(Name in capital letters)
Custom Miller

(Seal)
Witness

(Seal)
Witness

(Seal)
Witness

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

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

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

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

Witness

Witness

Witness

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

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

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

ANNEXURE – I**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.

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

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))

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

- 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. & Aadhaar 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 Organization, the name of the Organization 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 2021-22. 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.

	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.		

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

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., _____.

REJECTION MEMO

To

The Jute Commissioner / Dy. Jute Commissioner
Kolkata.**Sub: PC S.O. No.....datedplaced by your office for supply of
.....bales; of
Type A / B; Rejection of Stores- Regarding.**Ref: Supplies made by _____ Mills under RR/ IW / Lorry
No.....dated.....to _____(Name of
SPA) for _____(Consignee) at _____(Rail Head /
destination) Covered by I/Note Nos.dated-
Rejection thereof.

Sir,

The stores supplied by _____ Mills as per details under
reference and received by this office onand are rejected to the extent
and for the reasons as detailed hereunder:-

- 1) Name of stores :Type A / B B- Twill jute bags
- 2) Quantity ordered: Bales
- 3) Quantity dispatched as per RR/LR: [R/R No., (WB No., Lorry No.)]
- 4) Quantity received: Bales
- 5) Date of receipt: (dd/mm/yyyy)
- 6) Quantity received short (if any): Bales
- 7) Quantity where inspection mark is not available or where it does not match with the
mark indicated on the I/notes:
- 8) Details of observations / measurements as obtained on inspection of bales:
(please add additional sheets if necessary).

Sl. No.	Parameters	Serial Numbers of inspected bales					
		Bale No.	Bale No.	Bale No.	Bale No.	Bale No.	Bale No.
1	Visual Defects						
2	Dimensions						
3	Ends, Picks, Stitch						
4	MR%						
5	Corrected Weight						
6	Any Other						

- 9) Quantity rejected due to non-conformance under Sl. No. _____(as indicated as above).
- 10) Total quantity rejected / short supplied (6+7+8):Bales
- 11) You are requested to withhold the payment forbales [quantity as per (10) above] and advise if joint inspection is required to be carried out and if so, to fix a suitable date under intimation to all concerned.
- 12) In case joint inspection is not advised / held, please direct the supplier to remove these rejected goods within 30 days of the receipt of this letter after withholding of equivalent amount by the paying authority.

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

- 13) In case joint inspection is held and the goods are found to be rejected in the joint inspection, the rejected stores should be removed by the supplier within 30 days of decision of joint inspection.
- 14) The rejected stores would be kept at consignee's premises at supplier's risk and ground rent shall be charged from the suppliers at specified rates if the rejected stores are not removed within the specified period.
- 15) This is, however, without prejudice to the terms and conditions of the PCSO and other relevant guidelines / orders issued by the Jute Commissioner as on date.

Yours faithfully

[Consignee]

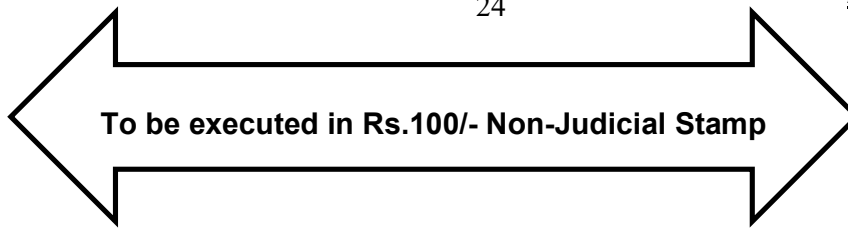
Name & Designation of the complainant (for the consignee)

Contact Address & Telephone No.

E-mail id _____

Copy to:

1. Indenter
2. SPA
3. Inspecting Agency – He is requested to associate with the Joint inspection once the same is convened by the Jute commissioner / competent authority.



**DRAFT-I FORMAT OF DEED OF QUARANTEE
TO BE GIVEN BY THIRD PARTY GUARANTOR**

This Deed of Guarantee executed at _____ on the _____ day of _____ by M/s _____ (An active Custom Miller during KMS 2021-22) and having its Registered Office at _____, hereinafter called the “GUARANTOR”(which expression shall unless repugnant to the context or meaning thereof be deemed to include his successors in office and assigns) in favour of **the M/s Odisha State Civil Supplies Corporation Ltd.** (hereinafter referred to as the “Lenders” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor or successors and assigns).

WHEREAS,

1. M/s _____ a Custom Miller being a proprietorship concern/ partnership firm/ Limited company/ Hindu Undivided Family(HUF) and having its Registered Office at _____ (hereinafter called as “the Borrower” which expression shall unless repugnant to the subject or context thereof be deemed to include its successor or successors and assigns) has requested the Lender to allow participation in the ongoing paddy procurement with a ceiling limit not exceeding Rs. _____ lakhs / Crores (Rupees _____ Only) and with the provision of guarantor in the second year for the amount exceeding the equivalence of deposited security in the KMS 2021-21.
2. The Lenders have agreed in principle to allow participation in the paddy procurement to the borrower, within the ceiling limit of an amount not exceeding Rs. _____ lakhs/Crores (Rupees _____ Only) hereinafter referred to as “the Ceiling limit”) on the terms and conditions contained as mentioned in-detail vide letter No. _____ dated _____ and _____ the Agreement dated _____ entered into between the Borrower and the Lenders (hereinafter collectively referred to as “the said Agreement”).
3. On the request of Guarantor, the Lenders have agreed to make to the Borrower, disbursements/interim disbursements from out of the said limit.

NOW THIS DEED WITNESSETH AS FOLLOWS,

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

In consideration of the premises, the Guarantor hereby unconditionally absolutely and irrevocably guarantees to and agrees with the Lenders as follows:

1. The Lenders shall have the sole discretion to make disbursement(s) and/or interim disbursements(s) to the Borrower from out of the said ceiling limit at such time, on such conditions and in such manner as the Lenders may decide or as per the procurement guideline communicated vide Letter No-_____ dated _____ for the current KMS 2021-22. The lender 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.
2. The Borrower shall duly and punctually lift the paddy (i.e. to lift the paddy from the purchase center of the Corporation, transportation, safe and scientific storage of paddy & for delivery of resultant CMR at RRC/FCI after custom milling of the paddy delivered to the miller) within the pre-prescribed ceiling limit as fixed by the lender and to ensure periodical delivery of custom milled rice within the stipulated time period or to pay the equivalent cost of pending rice to be undelivered together with interest, additional interest, commitment charge, liquidated damages, and all other monies in accordance with the said Agreement between the Borrower and the Lenders and perform and comply with all the other terms, conditions and covenants contained in the said Agreement as communicated vide Letter No-----dated----- .
3. In the event of any default on the part of the Borrower in periodical delivery of Rice in stipulated time period as will be defined from time to time by the Lender referred to above, or in the event of any default on the part of the Borrower to comply with or perform any of the terms, conditions and covenants contained in the said Agreement, the Guarantor shall, upon demand, forthwith pay to the Lenders, without demur, all the amounts payable by the Borrower under the said Agreement.
4. The Guarantor shall also indemnify and keep each of the Lenders indemnified against all losses, damages, costs, claims and expenses whatsoever which the Lenders may suffer, pay or incur by reason of or in connection with any such default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantor for recovery of rice/or equivalent cost of rice referred to in clause 2 above.

(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)

5. The Guarantor hereby agrees that, without the concurrence of the Guarantor, the Borrower and Lenders shall be at liberty to vary, alter or modify the terms and conditions of the said Agreement and of the security created and the security documents executed by the borrower in favour of the Lenders and in particular to defer, postpone or revise the schedules for periodical delivery of rice and/ or the payment of interest and other monies payable by the Borrower to the Lenders on such terms and conditions as may be considered necessary by the Lenders including any increase in the rate of interest. The Lenders shall also be at liberty to absolutely dispense with or release all or any of the security/securities furnished or required to be furnished by Borrower to the Lenders to secure the equivalent cost of pending delivery of rice. The Guarantor agrees that the liability under this Guarantee shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.
6. The Lenders shall have full liberty, without notice to the Guarantor and without in any way affecting this Guarantee to exercise at any time and in any manner any power or powers reserved to the Lenders under the said Agreement to enforce or forbear to enforce recovery of cost of un-delivered rice or any part thereof or interest or other money due to the Lenders from the Borrower or any of the remedies or security available to the Lenders to enter into any composition or compound with or to grant time to any other indulgence or facility to the Borrower and the Guarantor shall not be released by the exercise by the Lenders of its liberty in regard to the matters referred to above or by any act or omission on the part of the Lenders or by any other matter or thing whatsoever which is under the law relating to sureties would, but for this provision, have the effect of so releasing the Guarantor and the Guarantor hereby waives in favour of the Lenders so far as may be necessary to give effect to any or the provisions of this Guarantee, all the surety ship and other rights which the Guarantor might otherwise be entitled to enforce.
7. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed by the Borrower in favour of the Lenders shall, at the time when the proceedings are taken against the Guarantor on this Guarantee, be outstanding or unrealised or lost.
8. The Guarantor hereby agrees and gives consent to the sale, mortgage on prior, pari passu or second charge basis, release, etc of any of the assets of the Borrower from

time to time as may be approved by the Lenders or the transfer of any of the assets of the Borrower from one unit to the other or to the release or leasing out by the Lenders of any or whole of the assets charged to the Lenders on such terms and conditions as the Lenders may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage or release of any of such assets of the Borrower. The Guarantor hereby declares and agrees that no separate consent for each such transfer, mortgager or release of any of such assets would be necessary in future.

9. The Guarantor hereby agrees and declares that the Borrower will be free to avail of further ceiling limits or other facilities from the Lenders or any other financial institution or bank in addition to this liability to the Lender and/or to secure the same during the subsistence of this Guarantee and in that event, the guarantee herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and binding on the Guarantor.
10. The rights of the Lenders against the Guarantor shall remain in full force and take effect notwithstanding any arrangement which may be reached between the Lenders and the other Guarantor(s), if any or notwithstanding the release or the other or others from liability and notwithstanding that any time hereinafter the other Guarantors may cease for any reason to be liable to the Lenders, the Lenders shall be at liberty to require the performance of the Guarantor of its obligation hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations.
11. To give effect to this guarantee, the Lenders may act as through the Guarantor was the principal debtor to the Lenders.
12. The Guarantor hereby declares and agrees that it has not received and shall not, without the prior consent in writing of the Lenders receive any security or commission from the borrower for giving this Guarantee so long as any monies remain due and payable by the borrower to the Lenders under the said Agreement.
13. The Guarantor shall not taken part in liquidation proceeding of the borrower if any such action is initiated by any quarter.
14. A certificate in writing signed by a duly authorised official of the Lenders shall be conclusive evidence against the Guarantor of the amount for the time being due to the Lenders from the Borrower in any action of proceeding brought on this guarantee against the Guarantor.

15. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Lenders by the Borrower and shall be valid and binding on the Guarantor and operative until the delivery of the entire CMR due to the Lenders under the said Agreement.
16. This Guarantee shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional to receipt of any prior notice by the Guarantor or by the Borrower and the demand or notice by the Lenders, shall be sufficient to raise charge upon the Guarantor. The notice thus raised will be conclusive.
17. The liability of the Guarantor under this Guarantee shall not be affected by:
- i. any change in the constitution or winding up of the borrower or any absorption, merger amalgamation of the borrower with any other company, Corporation or concern or.
 - ii. any change in the management of the borrower or takeover of the management of the borrower by any other authority; or acquisition or nationalisation of the borrower and/or any of its undertaking(s) pursuant to any law or.
 - iii. any change in constitution of the Lenders, the absence or deficiency of powers on the part of Guarantor to give Guarantee and/or Indemnities or any irregularity in the exercise of such powers.
18. This Guarantee shall be a continuing one and shall remain in full force and effect till such time when the borrower delivers the entire CMR dues or pays-off equivalent cost of pending CMR dues (i.e. in case the borrower fails to deliver the pending CMR) together with interest, commitment charges, liquidated, damages, costs, charges and all other monies that may from time to time become due and payable and remain unpaid to the Lenders under the said Agreement.
19. Any demand for payment or notice under this guarantee shall be deemed to have been sufficiently given if sent by post to or left at the last known address of the Guarantor or his successors or assigns, as the case may be, and shall be assumed to have reached the addressee in the course of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and such notice when sent by post shall tantamount to the fact that the envelope containing the notice was posted and a certificate by any of the responsible officers of Lenders that to the best of his knowledge and belief, the envelope containing the said notice was so posted shall be conclusive as against the Guarantor, even though it was returned unsaved on account of refusal of the Guarantor or otherwise.

IN WITNESS WHEREOF, the Guarantor has caused Shri----- as-----
-(capacity as in the guarantor organisation) duly authorised in this behalf to put his hand
for and on behalf of the Guarantor to these presents, the day, month and year first above
written.

SIGNED BY SHRI-----

For and on behalf of Custom Miller M/s-----

Address-----

In the presence of:

Signature:-----

Designation:-----

LIST OF DOCUMENTS FURNISHED BY THE CUSTOM MILLER

Sl.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	GST Registration Certificate
14	Copy of PAN and Aadhaar Card 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
19	Deed of guarantee as applicable at Annexure-VI
20	Affidavit by the miller on debts, liability, outstanding loan amount due to bank supported by audited balance sheet as on 31.03.2021.

Signature of the Miller**(Signature of Custom Miller) (Signature of Accounts Head) (Signature of District Manager)**