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

PP-40/2019

Letter No. 15651

Date- 24.10.19.

From

**Bishwajit Das, OAS (SAG),**  
Managing Director.

To

**All CSO-cum-District Managers,**  
OSCSC Ltd.

**Sub:- Tripartite agreement with Executive Engineer (Irrigation) and Pani Panchayat acting as commission agent for KMS:2019-20.**

Sir,

Enclosed find herewith the tripartite agreement form to be executed with Executive Engineer (Irrigation) and Pani Panchayat. This agreement shall be executed by the District Manager, OSCSC Ltd. with the Executive Engineer (Irrigation) In-charge of the Pani Panchayat and authorized person of Pani Panchayat in non-judicial stamp paper worth Rs.100/- observing all formalities.

- 2) District Manager is to read every clause of the agreement as he will be held responsible for any breach on behalf of OSCSC Ltd.
- 3) One copy shall be retained by the District Manager in separate Guard file for future reference.
- 4) Each participating PACS/Pani Panchayat/WSGH shall submit a copy of PAN Card at the time of execution of agreement.
- 5) The draft copy of the agreement can be downloaded from the Corporation website [www.oscsc.in](http://www.oscsc.in).

Any problem in this context shall be brought to the notice of the Collector and District Magistrate. For any clarification, the undersigned may be contacted.

Yours faithfully,

*Md'*  
24.10.19

**Managing Director**

Memo No. 15652 / Date 24.10.19 /

Copy forwarded to the Joint Secretary to Govt., F.S & C.W. Deptt., Odisha Bhubaneswar for information.

*Md'*  
24.10.19

**Managing Director**

Memo No. 15653 / Date 24.10.19 /

Copy submitted to the Principal Secretary to Govt., Water Resources Deptt., Odisha, Bhubaneswar for favour of kind information.

*Md'*  
24.10.19

**Managing Director**

P.T.O.

Memo No. 15654 / Date 24-10-19. /

Copy submitted to all Collectors & District Magistrates for information & necessary action.

*Md.*  
24.10.19  
**Managing Director**

Memo No. 15655 / Date 24-10-19. /

Copy forwarded to all Executive Engineer (Irrigation) for information & necessary action.

*Md.*  
24.10.19  
**Managing Director**

**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 2019-20.**

This deed of agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**Among**

M/s. Odisha State Civil Supplies Corporation represented through it's District Manager, OSCSC Ltd, \_\_\_\_\_ District hereinafter called "The OSCSC Ltd.", which expression shall mean and include where the context so admit it's successors in office and assignees 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**

Authorized Person  
PP

Executive Engineer (Irrigation)

District Manager  
OSCSC Ltd.

The Executive Engineer (Irrigation), \_\_\_\_\_ District being the Nodal Officer for Pani Panchayat here in after called as “The Executive Engineer (Irrigation)” 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 (Irrigation) and the District Manager of the Corporation from time to time.
- i) “Custom Miller” shall mean & include the person or persons, firm or company to whom the contract for milling of paddy & other ancillary works has been entrusted by the OSCSC Ltd.
- j) “Godown” shall mean the godown of the Corporation or godown hired by the Corporation for storing of PDS commodities.
- k) “Paddy Purchase Centre” shall mean the place where the 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.
- o) "Stock" shall mean the FAQ / URS paddy purchased from farmers.
- p) "MSP" shall mean Minimum Support Price of FAQ paddy as declared by Government of India
- q) "Paddy" shall mean the FAQ and URS paddy of Grade- A and Common variety as per specification prescribed by the Government of India.
- r) "Food and Procurement Policy" shall mean the Food and Procurement Policy issued by Government of Odisha for the KMS 2019-20
- s) "Guideline" shall mean the operational guidelines issued by the Corporation for procurement of paddy for the KMS 2019-20
- t) "MAS" shall mean Millers Authority Slip
- u) "SAS" shall mean Society Authority Slip
- v) "P-PAS" shall mean Paddy Procurement Automation System
- w) "GST" shall mean Goods & Services Tax.
- x) "MMDF" shall mean miller-mandi-depot-fair price shop, the software application for precise tagging of rice mills, mandies, depots and fair price shop based on least cost basis proposed for implementation.

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

As per Food and Procurement Policy for KMS 2019-20, 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 (Irrigation) 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 30.09.2020 or till reconciliation

of paddy purchased and delivered to millers and settlement of accounts with the Corporation, whichever is later.

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

**Clause-4 Target on Procurement**

- a) OSCSC Ltd. shall purchase paddy through PP in the Gram Panchayats where centres operated by PACS/LAMPCS are not in operation, as decided by the district Collector. Procurement by Pani Panchayat may be made in nearby PACS as per the decision of the FS & CW Department.
- 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 2019-20 as detailed below.

**SCHEDULE OF SPECIFICATION FOR COMMON AND GRADE "A" PADDY**

Sl. No	Refractions	Maximum Limit (%)
1.	Foreign matter a) Inorganic b) Organic	1.0 1.0
2.	Damaged, discoloured, sprouted and weevilled grains	5.0 *
3.	Immature, Shrunken and Shrivelled grains	3.0
4.	Admixture of lower class	6.0
5. *	Moisture content	17.0

Damaged, sprouted and weevilled grains should not exceed 4%

- (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 2019-20.

<b>PADDY</b>	<b>MSP</b>
Common	Rs.1815 Per Qtl.
Grade-A	Rs.1835 Per Qtl

**(iii) Procurement Operations at Purchase Centre**

- (a) The PP shall purchase FAQ/URS paddy only from the farmers who have been registered with PP under farmer registration module. 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 or their representative duly authorised by District Manager. 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.
- (d) The purchase centre run by PP shall operate on specified days of a week as decided in the District Level Paddy Procurement Committee meetings or by the Collector so as to complete the procurement within stipulated period.
- (e) All paddy procurement transaction at PPC or mandi will be made through P-PAS application software, all the documentation shall be system generated. Online P-PAS system will be adopted in all paddy procuring districts. Procurement may be made in offline mode in special cases where the societies don't have adequate internet connectivity.

- (f) The Minimum Support Price and quality specification of paddy shall be displayed at the purchase centres.
- (g) SMS to farmers about date and quantity of purchase at PPCs through mobile phones.
- (h) Notification about the list of farmers for selling paddy shall be made at least 7 days in advance.
- (i) On arrival of paddy the farmer shall produce the copy of the document as furnished in farmers registration form.
- (j) Purchase of paddy within target and stipulated procurement period.
- (k) The paddy so purchased shall be delivered to the custom miller as per MAS & SAS.
- (l) All the documents, registers etc. shall be system generated and shall be preserved in bound book form for future reference.
- (m) **The paddy so purchased shall be delivered to the custom miller as per system generated Millers Authority Slip (MAS) on execution of Transit Pass-cum-Acceptance Note for each vehicle.**
- (n) **At the end of the day, miller wise Transit Pass-cum-Acceptance Note shall be consolidated for maintenance of account of paddy delivered to a miller against the target allocated through MAS.**
- (o) All payments to farmers account shall be done through online mode. Payments to the farmers shall be made directly from OSCB account to the farmers account under proper authentication. Such direct transfer of funds to the accounts of farmers will be made as per the data entry made by PP in P-PAS application.
- (p) The copies of the Transit Pass-cum-A.C Note shall be submitted by authorised person of PP at the District Manager's office on weekly basis for reference and record.

**(IV) Delivery of paddy to Miller / Authorized representative of Miller**

- (a) The paddy purchased by PP shall be delivered to the Miller or his authorized representative on execution of Transit Pass-cum-A.C Note for each consignment.
- (b) Executive Engineer (Irrigation) is to provide copy of Authorization Letter of the miller and SAS, as supplied by the District Manager, to all PPs.



- (c) **At the end of the day, miller wise Transit Pass-cum-Acceptance Note shall be consolidated for maintenance of account of paddy delivered to a miller against the target allocated through MAS.**
- (d) Executive Engineer (Irrigation) shall ensure monitoring / accounting of paddy delivery from PP to miller as per MAS & SAS document through use of Mobile application/web.
- (e) Executive Engineer (Irrigation) shall ensure that paddy is delivered only to the miller as per MAS & SAS / authorized representative of the miller. Executive Engineer (Irrigation) shall be held responsible for delivery of paddy in variance to the authorization letter and the quantity of paddy as prescribed in MAS.

**(V) Identification of Farmers**

- (i) The Executive Engineer (Irrigation) shall ensure purchase of paddy through PP only from the farmers who have been registered under farmer registration module on being identified with the document furnished at the time of farmers registration.
- (ii) As per Para-3.2 of Food and Procurement Policy 2019-20, all farmers have to provide information about their identity proof in terms of Aadhaar for the purpose of registration. Any farmer who doesn't have an Aadhaar Card shall furnish Aadhaar Enrollment Number as proof of having applied for the card from UIDAI.
- iii. The Executive Engineer (Irrigation) shall ensure that, the Authorised Person of PP shall verify the above identity proof as mentioned at sub-clause-(ii) before purchase of paddy & enter the ID number in the vendor receipt and purchase register

**(VI) Equipments at Paddy Purchase Center**

The Executive Engineer (Irrigation) shall ensure 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, vi) Tarpaulin / Polythene sheet and vii) Furniture as per requirement.

**(VII) Mandi Handling Operation**

- i. As per decision communicated vide **letter No.13244 dt.04.08.2017** from OSCSC Head Office, DLPC shall decide the mandi handling work to be performed at each Society either by the Society or by the custom miller partly or fully.
- ii. The farmer shall bring paddy at his own arrangement as per the programme i.e. as per advance notice / advance token slip / SMS alert and report at the mandi.
- iii. The society will take sample of paddy and do the testing for moisture and refraction. If the paddy conforms to the FAQ norms, then farmers will be allowed to sell the paddy. If it does not conform to FAQ norms, then the farmer would be requested to take back the paddy, improve its quality and bring back on another date to the PPC for sale or if the mandi has adequate space and facility for cleaning, he can improve the quality there and offer the paddy for sale.

RMC would provide temporary Quality Analyst for each mandi / PPC for facilitating purchase during the procurement period. These Quality Analyst may be recruited on outsourcing basis and trained before hand by RMCs.

- iv. The PP shall arrange tarpaulin for unloading and heaping of paddy in the campus. All the paddy bags brought by the farmers shall be cut open and arranged in shape of a heap spreading on the tarpaulin.

PP shall ensure that gunny bags brought by the farmer's alongwith paddy are returned to them.

- v. PP shall receive in advance old/new jute gunny bags supplied by OSCSC/miller for packing of paddy procured from the farmers. PP shall keep proper records of gunny bags received and utilized.

PP shall ensure that gunny bags brought by the farmers along with paddy are returned to them.

- vi. In case the paddy does not conform to FAQ standard, then the same stock may be improved at the cost of the farmer by cleaning and drying under the farmer's supervision. This can be done at societies / mandis which have adequate space to cleaning and drying of paddy.

- vii. The PP shall arrange manually operated blower / power cleaner from RMC for cleaning of non-FAQ paddy in case brought by the farmer.
- viii. PP shall arrange required labour for all mandi operations like heaping, re-bagging, packing & double line machine stitching, weighment etc.
- ix. The Executive Engineer (Irrigation) shall ensure that RMC has made available adequate infrastructure such as tarpaulin, polythene sheets, weighing scales, moisture meter, analysis kit, mini grader etc. at selected PPCs for proper weighment & quality analysis of paddy brought by the farmers. The Executive Engineer (Irrigation) shall ensure that the quality analysis & weighment of paddy stocks at PPC is made in presence of farmer & miller's representative.

**Payment of mandi handling charges**

- a) The mandi labour charges will be paid for the mandi handling operations actually performed and as decided in the DLPC for the mandi labour work at the rate as decided by the OSCSC Ltd./Govt.
- b) Proper records and registers like muster rolls for workers engaged at PPCs shall be kept by the Executive Engineer (Irrigation)
- c) The Executive Engineer (Irrigation) shall make necessary arrangement at the PPCs for interim storage of paddy at least for 03 days with watch & ward facility.

**(VIII) Delivery of paddy procured at PP**

- i. Paddy shall be delivered to the custom miller or his authorized representatives only as per the authorization letter received from District Manager, OSCSC Ltd. it is responsibility of the PP to collect authorization letters from the District Manager before commencement of procurement operations.
- ii. It must be ensured by the PP that the paddy is delivered to the custom miller strictly as per the quantity mentioned in the SAS. PP will be held accountable for paddy delivered in excess of quantity as mentioned in the SAS.
- iii. Paddy shall be delivered on execution of Transit Pass-cum-Acceptance Note for each vehicle. OSCSC shall not be responsible for the stock dispatched without proper documentation to miller or for the stock delivered other than to the Custom Miller or his representatives duly authorized by District Manager.

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

- (a) In all paddy procuring blocks, P-PAS has been implemented. All payments

to farmers account shall be done through online mode within 24 to 48 hours in any case. Payments to the farmers shall be made directly from OSCB account to the farmers account under proper authentication. Such direct transfer of funds to the accounts of farmers will be made as per the data entry made by PP in P-PAS application. In exigencies of failure of online mechanism such payment will be made by way of direct transfer of MSP dues to the farmer's accounts.

- (b) The Society Secretary shall generate vendor receipt and TP-cum-AC Note on real time basis. Where the real time transaction could not be made due to lack of internet connectivity, at the end of the day the society shall upload/sync the data to the online P-PAS server.
- (c) Payment advice for the paddy procured from the farmers shall be generated centrally and the payment will be processed after confirmation of TP-cum-A.C Note by the miller.
- (d) The Society Secretary shall ensure prompt uploading/sync of purchase data on the online P-PAS to facilitate transfer of funds to farmers accounts within the prescribed time limit.
- (e) If there is delay in payment/deviation mode in mode of payment, the same shall be recorded by the PP and intimated to Higher Quarters.

**(X) Activities relating to P-PAS**

To monitor following points in PP system during and after configuration of system

- i. Ensure System is clean and virus free.
- ii. Secretary shall install the correct and updated Digital Signature Certificate before commencement of procurement.
- iii. Ensure that data is updated in online portal on daily basis after end of a business day.
- iv. Download Farmer Data, other master data (e.g. Bank, Branch and Miller) and farmer Credit Information before start of procurement on each business day.
- v. Keep all Guard Files (e.g. Advance Token, Vendor Receipt, Transit Pass-cum-AC Note and Payment Advice) and related registers up-to-date.
- vi. Verify Bank Account information and ID proof of Farmer before doing any transaction.

- vii. Confirm bank Account details during Advance token generation with farmer.
- viii. PP should enter the FAQ norms and weighment of paddy as per the procurement guidelines
- ix. Issue Transit Pass-cum-A.C Note for each consignment
- x. Issue vendor receipt to the farmers after procurement duly signed by the farmer
- xi. To ensure acceptance of T.P-cum-A.C Note of the delivered paddy to the miller
  - i. To ensure society should upload the payment advice on real time basis in the online portal.
  - ii. PP should check the payment status of the farmer on regular interval of time. In case of rejected payment of the farmers, PP should coordinate with CSO's office to update the correct bank information in Food Odisha Portal. After updation of the farmer data and download the master data, reprocess the payment of the concerned farmers through the system.
  - iii. If any farmer is not getting MSP in his/her account within 2 bank days, PP shall escalate the matter to Office of CSO/ Executive Engineer (Irrigation).
  - iv. All offline purchase paddy shall be verified and certified by the concerned appropriate authority of the district.
  - v. After the paddy procurement of each season, PP should close the season in the P-PAS application and send report to the District Manager.
  - vi. Any kind of tampering of information in P-PAS application or by logging into database will be treated as an offense and stringent action will be taken against concerned societies.

**(XI) DATABASE ON PADDY PROCUREMENT AND RICE DELIVERY BY CUSTOM MILLERS**

- i. The movement of paddy to mill and delivery of resultant CMR by custom millers shall be monitored through P-PAS and SCMS phasing out the earlier system of SMS reporting through M-Gov Application. Online data in above applications will be considered for all accounting purposes and reconciliation work.
- ii. The Executive Engineer (Irrigation) shall ensure that farmer's data relating to paddy procurement has been maintained at all WSHGs.

- iii. Executive Engineer (Irrigation) shall ensure online monitoring of delivery of paddy to custom millers as per SAS module.

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

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

• Token Slip	• Farmers paddy assessment and procurement register
• Quality Test Report of paddy	• Paddy Stock Register
• Vendor Receipt	• Paddy Dispatch Register
• Paddy Purchase Register	• Miller's Control Register (Paddy)
• Paddy Rejection Register	• Millers Authority Slip (MAS) & Society Authority Slip (SAS)
• Transit Pass-cum-Paddy Acceptance Note	

In addition to above major registers/records, societies shall maintain other records/registers as would be required for monitoring of procurement process and other reconciliation work.

- (ii) The above registers/documents (except cash book) are system generated and no manual registers/documents would be used. So PPs are to preserve hard copy of all such registers/documents in bound book shape for all future purposes.
- (iii) 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 Executive Engineer (Irrigation) & OSCB as & when required.
- (iv) The Executive Engineer (Irrigation) shall ensure issue of Transit Pass-cum-Acceptance Note in duplicate by PP to the custom miller. One copy shall be handed over to the concerned Authorised Officer of the mill.
- (v) The Executive Engineer (Irrigation) shall ensure submission of executed copies of Transit Pass-cum- Acceptance Notes to the District Manager by the PP within a week of issue. The Authorised Person of PP, miller or his authorized representative and the driver of the vehicle shall sign the Transit Pass-cum-Acceptance Note positively.

- (vi) Executive Engineer (Irrigation) shall furnish daily information on procurement of paddy by selected PP on the basis of executed Transit Pass-cum- Acceptance notes to the concerned District Manager.

**(XIII) Submission of Report & Returns.**

- (a) The PP shall submit information on procurement of paddy to the District Manager/Executive Engineer (Irrigation).
- (b) The PP shall submit information indicating the name of the farmers, quantity of paddy purchased, details of payment of MSP to farmers along with copies of executed Transit Pass-cum-A.C Note of paddy and up to date reconciled paddy purchase details as per Miller Portal duly authenticated by the Executive Engineer (Irrigation) 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 Transit Pass-cum-A.C Note to the District Manager within a week of issue of the same. The authorized officer of PPs, millers or his representative shall sign the Transit Pass-cum-A.C Note.

**Clause-6 Responsibilities of the Executive Engineer (Irrigation)**

**(i) Selection of PPs**

- (a) OSCSC Ltd. shall purchase paddy through PP in the Gram Panchayats where centres operated by PACS/LAMPCS are not in operation, as decided by the district Collector.
- (b) The Executive Engineer (Irrigation) 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. **The PP should ensure necessary IT infrastructure, deployment of Data Entry Operator and availability of Digital Signature Certificate for procurement through P-PAS.**
- (c) The Executive Engineer (Irrigation) shall ensure selection &

engagement of suitable & capable PPs fulfilling the parameters as specified at sub-clause- (b & c) 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 (Irrigation) 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 (Irrigation) shall arrange awareness-cum-training programme among the selected PP to make them familiar with the quality specification, various stage of paddy procurement operation, P-PAS, maintenance of records & payment of MSP and functionality of Millers Portal. This training will be organized with the help of District Manager and his staff.
- (b) The Executive Engineer (Irrigation) shall ensure that the PPs selected to participate in procurement operation shall make on-line registration of farmers.
- (c) The Executive Engineer (Irrigation)/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 (Irrigation) will provide assistance to District Manager and his staff in discharging their duties related to paddy procurement through PPs.
- (f) The Executive Engineer (Irrigation) will ensure that field functionaries working under his/her jurisdiction make periodical visits/inspections to PPs engaged in paddy procurement.



**(iii) Publicity**

The Executive Engineer (Irrigation) 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.

**Clause-7 Responsibilities of the Corporation**

**(i) Flow of Funds**

- (a) The OSCSC Ltd. shall make arrangement of required funds towards cost of FAQ / URS paddy to the Odisha State Co-operative Bank (OSCB) for direct transfer of funds to the accounts of farmers online.
- (b) The selected PP as intimated by the Executive Engineer (Irrigation) shall be appointed for procurement operation on behalf of the Corporation.
- (c) As per the request of the Executive Engineer (Irrigation), the District Manager shall assist in imparting training on paddy procurement to the selected PP.
- (d) The District Manager shall reconcile on the paddy purchase by each PPs basing on the Transit Pass- cum-Acceptance Note issued to the custom millers, MAS, SAS, Miller Portal and the record maintained by the custom millers / Authorized Officer.

**(ii) Payment of Commission**

- (a) PP shall be paid commission at the rates fixed by OSCSC and in consonance with the decision of Gol for the quantity of paddy procured & accepted by millers of OSCSC. Mandi labour charges shall be paid as per decision of the DLPC at the rate decided by OSCSC.
- (b) The Commission shall be released centrally to OSCB in two phases i.e. in the month of May, 2020 & September, 2020 on receipt of bills, after Kharif & Rabi procurement is over. Payment shall be released after reconciliation of procurement account.
- (c) Payment of Commission shall be made after recovery of Income Tax (TDS) & other statutory dues as applicable.

The Corporation shall pay the Commission to the PP through the Executive Engineer (Irrigation) 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 2019-20 under decentralized paddy procurement scheme. This payment will be released only after reconciliation of paddy account and receipt of farmers’ information as specified at Clause-5 (XIII) from the PP and up to date reconciled paddy purchase details as per Miller Portal.

- (d) The payment of Commission shall be made after recovery of Income Tax and other statutory dues as applicable.
- (e) TDS on commission shall be deposited against respective PAN Numbers of PP provided at the time of execution of agreement. They shall submit a copy of PAN Card at the time of execution of agreement.

**Clause-8 Penalty**

In case of delivery of paddy without issuance of Transit Pass- cum- Acceptance Notes or non-delivery of paddy purchased or delivery of paddy other than to the miller or his authorized representative as discussed at above or non-reconciliation of paddy, the economic cost of said quantity of paddy shall be recovered from the concerned PP by the OSCSC Ltd.

**Clause-9 Procurement period**

The current KMS: 2019-20 spans from **1<sup>st</sup> October 2019** to **30<sup>th</sup> September 2020**.

As per decision of Gol, paddy procurement during the current KMS will be done as per the following timelines

Season of KMS 2019-20	Procurement Period	
	From	To
Kharif	01-11-2019	31-03-2020
Rabi	01-05-2020	30-06-2020

**Clause-10 Paddy procurement automation system (P-PAS)**

- i. The whole process of procurement of paddy at Society/market yard level are automated so that all the transactions including delivery of paddy to miller and payment of paddy cost to farmers are made on-line through a web-based application. All transactions at a mandi having stable internet connectivity are done through computer in online mode on real time basis. If it is done in offline mode in special cases where the societies don't have

adequate internet connectivity, societies will sync it with central server on regular basis.

- ii. In the KMS 2019-20 paddy will be purchased using P-PAS application in all paddy procuring blocks in 30 districts of the State.
- iii. Depending on the availability of stable internet connectivity in societies procurement operations shall be conducted on real time online basis.
- iv. Responsibility of societies is to procure computer, printer, inverters, Digital Signature Certificate (DSC) & arrangement for internet connectivity and manpower.

**Clause-11 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-14 Operational Guidelines, KMS 2019-20**

The conditions stipulated in the procurement guidelines for Kharif Marketing Season (KMS) 2019-20 shall form a part of this agreement.

**Clause-15 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 Principal 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.

	<b>(Signature)</b>	<b>(Signature)</b>
<b>Signature of the Authorised Person PP</b>	<b>(Name in capital letters)</b>	<b>(Name in capital letters)</b>
<b>(Name in Capital Letters)</b>	<b>Executive Engineer (Irrigation)</b>	
<b>Name of the PP Address _____</b>	-----District	<b>District Manager, OSCSC Ltd. -----District</b>
_____		
<b>(Seal)</b>	<b>(Seal)</b>	<b>(Seal)</b>

**Witness**

**Witness**

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

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

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