



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

(A Govt. of Odisha undertaking)

Registered Office: C/2, Nayapalli, Bhubaneswar-751012

CIN: U51211OR1980SGC000894

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

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OSCSC-PROC-PROC-0020-2024

No. 12939 dt. 28.10.24

From:

Sh. Shubham Saxena, IAS
Managing Director

To

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

Sub - Format of agreement with the Custom Millers for the KMS: 2024-25.

Madam/Sir,


Enclosing find herewith the agreement from to be executed with Millers for Custom Milling of paddy for the KMS: 2024-25. You are instructed to select the Custom Millers and deliver the paddy to them. This agreement shall be executed by District Manager and Head of Accounts 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-I attached to the draft agreement are submitted by the Custom Millers.

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

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

Yours faithfully,


27/10/24
Managing Director

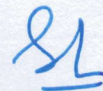
Memo No.

12940

Dt.

28.10.24

Copy submitted to the Principal Secretary to Govt., FS & CW Deptt., Odisha, Bhubaneswar for kind information.


Managing Director


Memo No.

12941

Dt.

28.10.24

Copy forwarded to all Collectors & District Magistrates for information.


Managing Director

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
DISTRICT OFFICE
AGREEMENT WITH CUSTOM MILLER
FOR THE KHARIF MARKETING SEASON 2024-25

Passport size photo of
the miller's proprietor /
Managing Partner /
Partner / Managing
Director / Director
executing the
agreement

This agreement is made and entered into on this _____ day of _____ 2024, at _____, Odisha, by and between:

1. **M/s Odisha State Civil Supplies Corporation Limited**, a state government owned company, incorporated and existing under the Indian laws, and having its' registered office at C\2, Nayapalli, Bhubaneswar- 751012, represented through its:(i) District Manager, _____ district, State of Odisha, Sri / Smt. _____, S/o or W/o or D/o _____ aged about _____ years; and (ii) Accounts Head, _____ district, State of Odisha, Sri / Smt. _____, S/o or W/o or D/o _____ aged about _____ years (hereinafter called the "**Corporation**" or "**OSCSC**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, assigns and administrators) on the **FIRST PART**; and

2. M/s _____, a company incorporated and existing under the Indian laws, and having its registered office at _____, represented through Sri/Smt. _____, Managing Director/Director, S/o or W/o or D/o _____ aged about _____ years and residing at _____, P.O. _____, P.S. _____, District _____ (hereinafter called the "**Custom Miller**", which expressions shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and administrators) on the **SECOND PART**.

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

Or

M/s _____, a partnership firm / proprietorship firm, established and existing under the Indian laws, and having its principal place of business at _____, represented through Sri/Smt. _____, Proprietor / Managing Partner / Partner, S/o or W/o or D/o _____ aged about _____ years and residing at _____, P.O. _____, P.S. _____, District _____ (hereinafter called the "**Custom Miller**", which expressions shall, unless repugnant to the context or meaning thereof, include its successors, assigns and administrators) on the **SECOND PART**.

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

Corporation and Custom Miller shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. Pursuant to the Food and Procurement Policy of Government of Odisha for KMS 2024 – 25 ("**F&P Policy for KMS 2024 - 25**"), the Corporation is required to purchase paddy, mill those into rice for (a) distribution against Government allocations under food security schemes and other welfare schemes; (b) delivery of surplus rice to FCI (as defined below), under the decentralized procurement scheme of the Government of India as per the procurement targets fixed by Odisha Government from time to time.
- B. In furtherance to the above, the Corporation has issued the Guidelines for Procurement, Distribution and Delivery of Custom Milled Rice under Decentralized Procurement Scheme for Kharif Marketing Season 2024 – 25 ("**Operational Guidelines KMS 2024 - 25**").
- C. The Custom Miller for KMS 2024-25, appointed by the District Collector with approval of Head Office of the Corporation, for participation in paddy procurement operation i.e. to lift the paddy from the purchase center of the Corporation, transportation, (if assigned) safe and scientific storage of paddy and for delivery of resultant CMR at RRC/FCI after custom milling of the paddy delivered to the Custom Miller.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, MUTUAL COVENANTS AND PROMISES SET FORTH HEREINAFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY COVENANT AND AGREE AND THIS AGREEMENT WITNESSETH AS UNDER:

Clause – 1 Definition

Unless the context otherwise requires or unless otherwise defined in this Contract, as used in this Contract the following capitalized terms shall have their respective meanings assigned to them:

- (a) “**Accounts Head**” shall mean the Accounts Head of the Corporation of a concerned District in the State of Odisha.
- (b) “**Authorized Officer**” shall mean the person authorized by the Collector / District Manager in writing to act on behalf of the Corporation.
- (c) “**CAP**” (Covered And Plinth) storage means interim storage of paddy by OSCSC before it is delivered to the Custom Miller.
- (d) “**CMR**” shall mean Custom Milled Rice.
- (e) “**Collector**” shall mean the Collector of the Revenue district concerned in the State of Odisha.
- (f) “**Contract**” shall mean this agreement, including the Annexures hereto, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof.
- (g) “**District Manager**” shall mean the District Manager of the Corporation of a concerned District in the State of Odisha.
- (h) “**FAQ**” shall mean the fair average quality specifications as provided under the Operational Guidelines KMS 2024 – 25.
- (i) “**FCI**” shall mean Food Corporation of India.
- (j) “**FRK**” shall mean Fortified Rice Kernel used in rice fortification for distribution under PDS/ICDS/ PM-POSHAN (erstwhile MDM) scheme aimed at reducing the incidence of malnutrition.
- (k) “**Godown**” shall mean the godown belonging to Corporation or godown hired by Corporation for storing rice and paddy and FCI / OSWC/CWC godowns.
- (l) “**Government**” shall mean the Government of Odisha in the Food Supplies and Consumer Welfare Department and/or the Government of India, as the case may be.
- (m) “**GST**” shall mean Goods & Services Tax, an indirect tax, being levied by Central & State Government on manufacture, sale & consumption of goods as well as services.
- (n) “**Managing Director**” shall mean the Managing Director of the Corporation or any officer duly authorized by the Managing Director in writing to act on his behalf for any specified purpose.
- (o) “**MAS**” shall mean Millers Authority Slip.
- (p) “**M MDF**” 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.
- (q) “**OBMS**” shall mean Online Bill Management System for requisition and release of miller’s payment dues.
- (r) “**OTR**” shall mean Out Turn Ratio.
- (s) “**PACS**” shall mean Primary Agricultural Co-operative Society including Service Co-operative Societies, Large Area Multi Purpose Co-operative Societies and Farmers Service Society.
- (t) “**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, PP.

- (u) **"PFMS"** shall mean Public Financial Management System.
- (v) **"PP"** shall mean Pani Panchayat.
- (w) **"PST"** shall mean Project Support Team.
- (x) **"Rice Mill"** shall mean the place of milling of paddy and receipt of rice by the Custom Miller pursuant to this Contract.
- (y) **"RRC"** shall mean Rice Receiving Center. Where CMR is received. It includes the godowns of Corporation either Owned or Hired/OSWC/CWC/PEG depots.
- (z) **"RRC-in-Charge"** shall mean an officer kept in-charge of Rice Receiving Centre.
- (aa) **"SAS"** shall mean Society Authority Slip.
- (bb) **"Stock"** shall mean the stock of gunny bag, rice or paddy under decentralized paddy procurement scheme of Government.
- (cc) **"WSHG"** shall mean Women Self Help Group.

Clause – 2 Interpretation

Except where the context requires otherwise, this Contract will be interpreted as follows:

- (a) all references in this Contract to a statute, or governmental policies, guidelines or orders shall be to the statute, policies, guidelines or orders for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the execution date) as may be in force and all delegated legislation made, from time to time, pursuant to that statute or a statutory provision;
- (b) Any terms not defined in the body of this Contract shall have the meanings assigned to them in the F&P Policy for KMS 2024–25 and/or the Operational Guidelines for KMS 2024–25, as applicable, if such terms are defined therein;
- (c) the terms 'include' and 'including' shall be construed without limitation and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (d) the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to this entire Contract or specified Clause of this Contract, as the case may be;
- (e) Recitals and Annexures of this Contract form a part of this Contract and shall be deemed to be expressly set out in the body of this Contract;
- (f) the headings, sub-headings, titles, sub-titles to Clauses, sub-Clauses and paragraphs are for information only, shall not form part of the operative provisions of this Contract or the Annexures, and shall be ignored in construing the same;

- (g) all references to this Contract shall be deemed to include any amendments, modifications, novation or supplementation to this from time to time;
- (h) time is of the essence in the performance of the Parties' respective obligations. Any extension of time shall be only with the written consent of the Parties. If any time period specified herein is extended, such extended time shall also be of the essence;

Clause- 3 Mill Particulars:

- (a) The Mill namely M/s _____ is a proprietorship concern / 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. The custom miller shall produce the copy of registered document of partnership firm/ limited company at the time of execution of agreement.
- (b) All the partners/ all the directors 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 Duration of Contract:

This Contract shall come into force with effect from the date of execution and shall remain in force till 30.09.2025 or until the entire CMR dues are delivered by the Custom Miller to OSCSC, whichever occurs earlier. The Corporation reserves the right to terminate this Contract unilaterally at any time without assigning any reasons.

Clause–6 Signing of Contract:

- (a) The individual(s) signing the Contract on behalf of the Custom Miller must indicate their capacity in which they are signing the Contract, e.g. as sole proprietor of a firm or director / managing director of a limited company or as a partner of a partnership firm.
- (b) In case the Custom Miller is a limited liability company, a certified true copy of the Memorandum and Article of Association of the Custom Miller, along with a certified true copy of board resolution authorizing the director who will sign the Contract on behalf of the Custom Miller, must be attached to the Contract.
- (c) In case the Custom Miller is partnership firm or a proprietorship firm, a certified true copy of the registered partnership deed must be submitted. Additionally, a certified true copy of an authorization letter from all partners, authorizing the partner who will sign the Contract, must be attached to the Contract.
- (d) The individuals signing any documents, other than the Contract, on behalf of the Custom Miller, shall be required to produce a certified true copy of a Letter of Authorization duly executed in the prescribed format by the person authorized to sign this Contract, provided that they have the authority to delegate.
- (e) In addition to the above, the Custom Miller shall attach a certified true copy of the documents listed in **Annexure – I** of this Contract at the time of execution. All these documents shall be duly initialed and certified as true copies.

Clause – 7 Supplementary Terms

In addition to the terms and conditions contained in the body of this Contract, the Custom Miller acknowledges and agrees to be bound by the terms of (i) the F&P Policy for KMS 2024–25; and (ii) the Operational Guidelines for KMS 2024–25, as amended from time to time, to the extent that their provisions are intended to be applicable to custom millers. The F&P Policy for KMS 2024–25 and the Operational Guidelines for KMS 2024–25 shall form an integral part of this Contract. Furthermore, the terms and conditions of the Custom Miller’s registration with the Corporation shall also form part of this Contract and are incorporated herein by reference.

Clause–8 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)	No. of times of security paddy to be delivered
		Amount	Valid up to		
1	2	3	4	5	6

- (b) Security deposit shall be refunded by the District Manager only after entire delivery of CMR due from the custom Miller and settlement of his accounts at the district level without referring to the Head Office observing the guidelines issued in the matter. Before the release of SD, the District Manager concerned must ensure that entire rice against paddy lifted has been delivered by the miller. SD normally shall be refunded within one month of completion of delivery of CMR by the miller. In the event this amount is held back despite nil liability on the part of the miller, the District manager/Accounts of Head of the district will be held responsible for the departmental action
- (c) In case the miller participating in other district procurement and completed CMR delivery due for particular season of own and other district, security deposit furnished by the miller on the other district account shall be refunded on settlement of his accounts.
- (d) Bank guarantee furnished towards security deposit shall be in the name of the Proprietor, Partner, Director, in the name of the Company of Mill.
- (e) Paddy stock of OSCSC Ltd. can’t be mortgaged/ hypothecated to Bank (s) by custom millers to avail Bank Guarantee/loan.
- (f) **Purpose of security deposit is to protect the Corporation from loss that may arise in the event of breach of contract which includes but not limited to non-delivery of required quantity of**

Custom Milled rice of required specification by the Custom Miller in respect of paddy delivered to him. In any event of default by the Custom Miller, the entire SD shall be forfeited.

Clause-9 Scope of Work and Responsibilities of Custom Miller

- (i) The Custom Miller shall take delivery of FAQ paddy procured by OSCSC at PPC operated through PACS / WSHG / PP for custom milling in its 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 Contract and also any other services ancillary to this Contract as directed by the Collector of the District / District 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 procured by the Corporation on daily basis, upon execution of the Transit Pass-cum-A.C Note. The Custom Miller must scan the T.P-cum-A.C Note and 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 custom 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, unless otherwise directed by the Corporation, shall be responsible for the transportation of the delivered paddy and the milled rice at its own risk and expense. Ownership of the paddy and the milled rice shall remain with the Corporation at all times, and the Custom Miller shall hold them in trust for the Corporation until the delivery of the milled rice in accordance with the terms of this Contract.
- (vi) The Custom Miller shall, at its own cost and expense, insure the Stock (including the paddy and the milled rice) to its full value against all risks, effective from the date of the first batch of paddy off-take. The insurance policy shall be obtained from a reputable insurer and shall explicitly state that the Stock is held by the Custom Miller as trustee on behalf of the Corporation. The insurance policy shall remain in force for the entire duration of the Contract and any extensions thereof. The

Custom Miller shall promptly provide the Corporation with a copy of the insurance policy, as well as any amendments or replacements thereto.

- (vii) The milling of paddy shall be made in Custom Miller's own Rice Mill, as specified in this Contract. The Custom Miller shall mill the paddy accepted from the OSCSC on priority basis, observing First In, First Out ("FIFO") principle, and shall ensure the timely delivery of the milled rice within the time limit specified by the Corporation.
- (viii) 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).
- (ix) The Custom Miller shall deliver to the Corporation par boiled rice / raw rice, in the OTR 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].
- (x) Under no circumstances the Custom Miller shall be entitled to claim shortage in paddy/rice in course of storing, milling, transporting 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 Custom Miller is liable to pay actual direct expenditure incurred on procurement of paddy as decided by OSCSC, Head Office and interest suffered by OSCSC from the date of occurrence @ 12% per annum along with 2% penal compound interest (compounded annually) till date of recovery.
- (xi) Rice shall be delivered at the RRC/FCI as per Delivery Certificate issued by the District Manager or any other officer authorized by the Corporation. The Stock shall be accepted after necessary weighment, 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.
- (xii) 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.
- (xiii) 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 Gol/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.

During the period of this agreement for KMS:2024-25, if OSCSC receives gunnies to be used for procurement operations of KMS:2025-26, the same should be received by the millers on the directions of OSCSC. In case the millers, who do not want to participate in KMS 2025-26, the gunnies should be returned to CCSO/CSO-cum-District Manager of the district.

- (xiv) Colour Coding for gunny bags for KMS-2024-25 shall be in accordance with the Operational Guidelines KMS 2024 – 25.
- (xv) 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 its 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.
- (xvi) The Custom Miller shall deliver milled rice to the Corporation as per the standards and uniform specifications fixed by the Government of India and the Government of Odisha i.e. FAQ norms applicable for rice and also as per the directions issued to it 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 shall not be accepted. The Custom Miller shall have to take back the stock and to deliver fresh stock of rice conforming to prescribed specification.
- (xvii) 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 the date of replacement, the miller shall deliver the fresh stock with new lot no. i.e. next to the last delivery, by observing the usual procedure. On same day, BRL stock may be taken back by the concerned miller after receipt of fresh stock by depot authority. Verification of replaced BRL stock will be taken as per Gol SOP dt.16.07.2021.
 - (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.
- (xviii) 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 2024-25.
- (xix) The CMR shall be delivered to OSCSC/FCI in their tagged godown, as directed by OSCSC. Delivery shall be made upto scale point, and stacking in the godown will be done by OSCSC/FCI, as applicable.
- (xx) 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 CMR 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.
- (xxi) 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 maintain an account of the number of new gunny bags received by it from the Corporation, the number of gunny bags consumed for delivery of rice and the balance number of bags available. The balance position of gunny bags shall be intimated to the District Manager.

- (xxii) The excess new gunny bags 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 so instructed by the District Manager in writing. Failing the above, the cost of such excess gunny bags will be recovered from the Custom Miller's bills.
- (xxiii) The Custom Miller shall maintain accurate and up-to-date records of the Stock of paddy, rice and gunny bags. The Custom Miller shall also maintain any additional records as may be prescribed by the Corporation from time to time.

- (xxiv) The standard forms and stationeries as prescribed by the Corporation shall exclusively / strictly to be used by the Custom Miller at its own cost and expenses.
- (xxv) During mandatory inspections, AGM (QC) / Divisional Manager, FCI / District Manager (CCSO/CSO) shall check the standardization of bags and if any variation is found in standard nature of bags (besides 1% variation in weight of 50kg bag), action shall be initiated against the rice miller as deemed fit including debarment of further dumping for 10 days.
- (xxvi) The Custom Miller will bind himself to carry out such instructions as are incidental to this Contract and as may be issued by the Corporation or its officer from time to time.
- (xxvii) 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.
- (xxviii) The Corporation reserves the right for shifting of paddy and rice from premises of the Custom 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, shortage of stock detected, break down of machineries, labour problem, potential insolvency, negligence by the miller, change of ownership of the Custom Miller, transfer of the Rice Mill or any other reasons communicated to the Custom Miller in writing by the District Manager, OSCSC. 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 realized out of the SD and dues payable to the Custom Miller.
- (xxix) 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 promptly feed necessary data in the application for monitoring of the stock account.
- (xxx) To meet the Minimum Threshold Parameter (MTP) for procurement under MSP for Central Pool, the DF&PD, Government of India has urged upon to implement an application for tracking of vehicles. Implementation of Vehicle

Tracking System (VTS) has been in place for monitoring of movement of vehicles carrying food grains under complete cycle of procurement. This shall be carried out in the KMS 2024-25.

Clause-10 Supply of Fortified Rice

In relation to supply of fortified rice by the Custom Miller, the provisions laid down in the Operational Guidelines for KMS 2024-25, as applicable, shall be applicable.

Clause-11 Delivery of CMR

- (i) The Custom Miller shall deliver CMR as per OTR fixed by the Government of India as indicated in the Operational Guidelines for KMS 2024-25.
- (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 the delivery of CMR to FCI to the District Manager within 3 days of the delivery of CMR.
- (iv) The delivery of CMR at RRC / FCI at any one time shall be in a lot of 29 MT or of any other size as intimated by the Corporation in consultation with the Government and/or FCI, as applicable.
- (v) The Custom Miller cannot claim any fixed proportion of CMR to be delivered at the Corporation's godowns and/or 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.
- (vii) The handling operations i.e. carrying the Stock during delivery of CMR by the 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–12 Payment Terms

- (a) The Custom Miller shall retain the by-products generated from milling of paddy of OSCSC. It is the responsibility of the Custom 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.
- (b) The Corporation shall make payments to the Custom Miller for its services as per the rate of procurement incidentals decided by the Government of India and/ or FCI, as applicable.
- (c) Rate/amount communicated to be paid to the Custom Millers is provisional in nature subject to revision by Gol /FCI till the finalisation of the KMS account.

Clause–13 Records and Audit

- (i) The Custom Miller shall keep and maintain following records and documents at its safe custody and shall submit copies of the same to OSCSC as and when required and furnish reports and returns to District Manager:
 - (a) Records of expenditure incurred at paddy purchase centers, including muster roll of labourers engaged for mandi handling operation, if applicable.
 - (b) Records of procurement of old/used gunny bags for packing of paddy and accounts of such gunny bags.
 - (c) Records and documents of expenditure incurred for CAP storage of paddy, if the Custom Miller keeps paddy under CAP storage.
 - (d) Monthly stock return of paddy, CMR and new gunny bags supplied by OSCSC.
 - (e) The books of accounts of FRK receipt and safe storage till its delivery after blending to RRC-cum-DSC/FCI depot.
- (ii) The Custom Miller hereby authorizes officers and representatives of the Corporation, Government authorities, and other regulatory bodies to inspect and audit the aforementioned records, books of accounts, and physical stock of paddy, rice, and gunny bags. This authorization includes verification of the quality of paddy and rice stock. The Custom Miller shall fully cooperate with such inspections and audits, and any expenses incurred in the process shall be borne by the Custom Miller.

Clause – 14 Volume of Work

The Corporation does not guarantee any definite volume of work at any time during the contract period. The Corporation reserves the right to allocate work to multiple millers, rather than exclusively to a single miller. The Corporation shall have the exclusive right to appoint one or more millers for any work at the same approved rates, terms and conditions.

Clause – 15 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 –16 Representations and Warranties

The Custom Miller represents and warrants to the Corporation that:

- (a) it is duly organized and validly existing under the Indian laws;
- (b) it has the full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other actions under applicable law and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- (d) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) the execution, delivery and performance of this Contract will not conflict with, or result in the breach of, or constitute a default under, any applicable law or agreement to which it is a party or by which it or any of its properties or assets are bound or affected;
- (f) it has all necessary licenses, permits, and authorizations required to conduct its business and perform its obligations under this Contract;
- (g) it has, and shall continue to have, the necessary financial resources and operational capabilities to perform its obligations under this Contract;
- (h) it will perform all services under this Contract in a professional

and workmanlike manner, in accordance with all applicable laws, rules, and regulations; and

- (i) it will comply with all applicable quality standards and specifications for the milling of rice.

Clause –17 Indemnity

The Custom Miller shall indemnify, defend, and hold harmless the Corporation, its affiliates, officers, directors, employees, agents, and representatives (collectively, the "**Indemnified Parties**") from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by the Indemnified Parties arising out of or resulting from (a) Custom Miller's breach of any representation, warranty, covenant, or agreement contained in this Contract; or (b) Custom Miller's failure to comply with any applicable law, rule, or regulation. The foregoing indemnity obligation shall survive the termination of this Contract.

Clause –18 Subcontracting:

The Custom Miller shall not, without the prior written approval of the Corporation, subcontract, assign, or delegate any of its rights or obligations under this Contract. In the event of the Custom Miller's breach of this provision, the Corporation shall have the right to engage another party to perform the Custom Miller's obligations under this Contract, at the Custom Miller's expense and risk. The Custom Miller shall be liable for any and all losses, damages, and costs incurred by the Corporation as a result of such breach.

Clause – 19 Liability for personnel:

- a) All persons employed by the Custom Miller shall be treated as its own employees/workmen in all respects and the responsibility under the applicable labour laws, including under the Indian Factories Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, Employees' Provident Fund and Miscellaneous Provisions Act, 1952 or any such other statute applicable to all such personnel shall be sole liability of the Custom Miller.
- b) The Custom Miller shall indemnify and hold the Corporation harmless from and against all claims, damages, losses, liabilities, costs, and expenses arising out of or in connection with any breach of the Custom Miller's obligations under this Clause 17.

Clause – 20 Summary Termination

- (a) 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.

- (b) **In addition to the above, the Corporation shall have the right to terminate this Contract, in whole or in part, immediately (i) the Custom Miller becomes insolvent or bankrupt; (ii) the Custom Miller enters into liquidation or winding-up proceedings; (iii) the Custom Miller makes arrangements with its creditors; (iv) the Custom Miller fails to comply with any of the terms and conditions of this Contract; (v) any shortage is found during physical verification; or (vi) the Corporation determines, in its sole discretion, that the Custom Miller has misappropriated or mismanaged any food grains or funds related to this Contract.**
- (c) Upon termination, the Custom Miller shall immediately cease all operations under this Contract and deliver to the Corporation all Stock (including food paddy/rice/gunny), books, accounts, and other documents related to this Contract. The Custom Miller shall indemnify the Corporation against all losses, damages, costs, and expenses incurred as a result of the termination or breach of this Contract. Termination shall be without prejudice to any other rights or remedies under this Contract, including the right to complete the work for the unexpired 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-21 Dispute Resolution and Jurisdiction of Court:

- (a) 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.
- (b) 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.

- (c) 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.
- (d) 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.
(Seal)

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

(Signature)
(Name in capital letters)
Custom Miller
(Seal)

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

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

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

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

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

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

Annexure - I

LIST OF DOCUMENTS FURNISHED BY THE CUSTOM MILLER

Sl. No.	Particulars
1	Undertaking as per format in Annexure - II
2	Affidavit on immovable properties as per format in Annexure - III
3	Encumbrance/non-encumbrance certificates pertaining to immovable properties
4	Title deeds and up to date rent receipt of the immovable properties
5	Copy of the Lease Deed (in case of leased mill)
6	Information on Directors and Partners as per format in Annexure - IV
7	Authorization letter to receive paddy and deliver rice as per format in Annexure - V
8	Registration certificate issued by District Industries Centre
9	Certificate issued by Inspector of Factories and Boilers
10	Registration certificate issued by State Pollution Control Board
11	Certificate of Incorporation from Register of Companies (in case of limited Company) along with Memorandum and Articles of Association
12	Copy of Registered Partnership Deed in case of partnership firms
13	List of Directors of the company downloaded from the portal of Ministry of Corporate Affairs
14	GST Registration Certificate
15	Copy of PAN and Aadhaar Card of Proprietor/Company/Firm as the case may be
16	Copy of last electricity bill of the rice mill
17	Copy of online Registration document of the miller
18	Bank Guarantee and Fixed Deposit receipt
19	Resolution authorizing the partner/ director of firm /company to sign the Agreement
20	Deed of guarantee as applicable at Annexure-VI
21	Affidavit by the miller on debts, liability, outstanding loan amount due to bank supported by audited balance sheet as on 31.03.2024.

Signature of the Miller

Annexure II

Undertaking

S.No.	Particulars	Details
1	Name of the Custom Miller	
2	Constitution of the Custom Miller (whether a limited liability company / partnership firm / proprietorship firm etc.)	
3	Registered Office / Principal Place of Business	
4	Location of the Rice Mill	
5	Registered code number of the Rice Mill	
6	Name of the proprietor	
7	Names of Directors / Partners / Members	
8	Category of rice to be produced (Fortified/normal/both)	
9	Milling capacity in MT for one shift of 8 hours (Capacity as registered and authenticated in the web site)	
10	Storage capacity of Paddy in MT	
11	Storage capacity of Rice in MT	
12	Registered Mobile Number for validation of TP-cum-AC Note	
13	Details of loan availed, if any.	
	(a) Name of the Bank/Financial Institution with address	
	(b) Type of Loan with limit	
	(c) Present outstanding amount	
	(d) Particulars of properties hypothecated and mortgaged	
	(e) Amount of loan over due for re- payment to bank	

I, _____ son / daughter of Shri _____
aged _____ years, resident of _____ in the district of
_____, Odisha, do hereby declare that the information given above and
in the enclosed documents are true to the best of my knowledge and belief and
nothing has been concealed therein. I also declare that in case of any damage of
stock in godowns, I will be liable to replace the quantum of stock at my own cost. I
am well aware of the fact that if the information given by me is found false/not true
at any point of time, legal measures can be taken against me or my organization in
any court of law, and that the executed agreement shall be liable to be cancelled,
and appropriate legal steps will be taken against me.

I _____ son / daughter of
Shri _____ aged _____ years, resident of _____ in
the district of, West Bengal, also declare that Rice Mill above is not declared NPA
by any Bank/Financial Institution and no such proceeding under declaration NPA is
pending against that Rice Mill.

Name:

Signature:

Seal:

ANNEXURE – III

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 Rice 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 whichever 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 any 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.

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}.

4. 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))
- 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 _____ 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

Public

Executive Magistrate/ Notary

ANNEXURE - IV

**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.

Annexure-V

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 _____ and executed an agreement on _____ for custom milling of paddy & supply of resultant CMR to the OSCSC for the KMS 2024-25. 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	2.		
Affix stamp size photograph here	3.		
Affix stamp size	4.		
Affix stamp size photograph here	5.		
photograph here size photograph here	6.		
size photograph here	7.		
	8.		

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.

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

The signature & photographs of the above authorized persons are attested.

Accepted by me.
the

Name & Signature of
Custom Miller with seal

Seal & Signature of
District Manager,
OSCSC Ltd., _____.

Annexure – VI

DRAFT-I FORMAT OF DEED OF GUARANTEE

To be executed in Rs.100/- Non-Judicial Stamp

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 2024-25) 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 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 2024-25.
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,

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

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

required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.

5. 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.
6. 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 unrealized or lost.
7. The Guarantor hereby agrees and gives consent to the sale, mortgage on prior, paripassu 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.
8. 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.
9. 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.

10. To give effect to this guarantee, the Lenders may act as through the Guarantor was the principal debtor to the Lenders.
11. 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.
12. The Guarantor shall not taken part in liquidation proceeding of the borrower if any such action is initiated by any quarter.
13. 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.
14. 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.
15. 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.
16. 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 nationalization 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.
17. 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.

18. 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 organization) duly authorized 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:-----