

**TRI-PARTITE AGREEMENT**  
**Between the CMR Agency, Co-operative Society and Rice Mill.**

The AGREEMENT entered on this .....day of .....2019 between ....., a CMR agency selected by the Government of West Bengal for procurement of paddy during this KMS of 2019-20 and represented by the Managing Director/Chief Executive Officer (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his successors, executors and administrators and also include an Officer duly authorized by him) of the **FIRST PART.**

AND

.....  
..... (Name of the Society /Self Help Group/Farmer Producer Organization), a Society Registered under the West Bengal Co-Operatives Societies Act/Companies Act, having its office at Vill....., P.O.-....., Block ..... P.S. ...., District....., PIN-....., West Bengal, hereinafter called as “PADDY PROCURING SOCIETY ” which expression shall unless other-wise repugnant to the context or meaning thereof include and always be deemed to include its successor or successor-in-interest and assigns of the **SECOND PART.**

AND

..... (Name of the Mill), having its registered office at Vill. ...., P.O.-....., Block .....District-....., PIN-.... .., West Bengal, represented through its Executive Officer/Executants / Attorney / Proprietor / Partner / Managing Director / Director, hereinafter called as “MILLING AGENT/Rice Miller” which expression shall unless other-wise repugnant to the context or meaning thereof include and always be deemed to include its successor or successor-in-interest and assigns of the **THIRD PART.**

WHEREAS the Food & Supplies Department, Government of West Bengal has appointed.....(Name of CMR Agency)as State Agent for procurement of paddy of Fair Average Quality (FAQ) at Minimum Support Price (MSP) and Custom Milling of rice

thereof as per various clauses of the West Bengal CMR (Obligation & Control) Order, 2015 and subsequent amendments thereof, if any.

AND WHEREAS .....(Name of CMR Agency) being awarded with the right to procure paddy either by itself or through the Second Part from fresh crop as per the specification of Government of India at MSP Directly from the farmers by making payment to the farmers.

AND WHEREAS the party hereto of the First Part intends to engage ..... (Name of Society /Self Help Group/Farmer Producer Organization), Vill. ...., P.O.-....., District-....., PIN....., West Bengal, the party hereto of the Second Part on the Terms & Conditions herein contained to procure Fair Average Quality (FAQ) paddy and the Rice Miller, being the party hereto of the Third Part shall collect the FAQ paddy so procured;

AND WHEREAS the party hereto of the First Part intends to engage\_\_\_\_\_ ( Name of Rice Mill) village -\_\_\_\_\_, PO\_\_\_\_\_, PS Block \_\_\_\_\_, District Pin Code the party hereto of the Third Part on inter alia the terms and conditions contained herein to carry into effect the work for conversion of paddy into CMR (parboiled/raw rice) in accordance with the specification of Government of India and the party hereto of the Third Part has agreed to accept such engagement.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BYAND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. That.....the CMR Agency, the party hereto of the First Part, do hereby engage .... the party hereto of the Second Part, to procure FAQ paddy from the farmers at MSP and the Rice Miller, being the party hereto of the Third Part shall collect the FAQ paddy so procured;



CMR Agency shall have the primary responsibility in respect to any violation on behalf of the second part during paddy procurement process and delivery of CMR by the third part within the stipulated time frame of KMS 2019-20.

IV) The Second Part shall maintain correct records of paddy procured including physical balance which shall always be open for inspection and/or verification by officials of the Corporation and/or any Government Official for that matter. In the event of any shortage is found and/or any damage or unforeseen losses are detected, the Second Part shall be bound to compensate on account of the said damages and/or shortages and/or losses.

V) Immediately after procurement of paddy, the Third Part shall collect it within 24 Hours positively from the purchase centre and transport to the concerned rice mill where a Block Extension Officer/Cooperative Inspector or any other similar Government Officer will certify receipt of such paddy jointly at the rice mill in the given format from the Second Part. CMR agency will preserve the proof of delivery certificate issued by the Block Extension Officer/Cooperative Inspector or any other similar Government Officer regarding paddy delivery at rice mill to corroborate the transaction of paddy alongwith the direct payment to the farmers account.

VI) Attempts will be made by all CMR agencies/ Second Part to open zero balance bank account in favour of farmers who do not yet have an account.

VII) It shall be the obligation of the Second Party to keep and maintain purchase and/or Stock Register/Muster-Roll concerning or relating to purchase of paddy on behalf of the CMR agency duly verified by any officer authorized in that behalf by the agency or any officer of Food & Supplies Department.

VIII) The Second Part shall ensure that FAQ paddy be purchased from farmers and shall also obtain necessary MSP Certificate (concerning purchase of paddy from the farmers) from the Sub-Inspector/Inspector of Food and Supplies Department or a Co-operative Inspector or any official authorized in that behalf by the Government of West Bengal and shall submit such MSP Certificate together with original bill to the agency.

IX) The Third Part shall keep the equipments such as Mini Grader, Moisture Meter, Analysis Kit and Weighing Scale available at each procurement centre.

X) The Second Part shall arrange for computer operators and computers/tablets and equip with the suitable software provided by the F&S Department for linking end-to-end procedure of purchase of paddy, delivery of the same to millers, delivery of CMR to central pool or state.

XI) It shall be the absolute responsibility of the Rice Miller, the part hereto of the third part, to collect paddy from the Second Part, acknowledge such receipt jointly with the Second Part, Block Extension Officer/Cooperative Inspector or any other similar Government Officer in the given format and carry out production of rice strictly in conformity with the quality specifications prescribed by the Government of India (vide GOI no. 8-2/2019-S&I Dated 27.09.19) /Government of West Bengal & as per prescribed extraction ratio of Parboiled Common Rice 68% and that of Raw Rice 67% . In the event of any deviation from the standard extraction ratio and in the event of non fulfillment of the other quality specifications laid down under the GOI specifications for KMS 2019-2020, read with Department's Notification , the Miller shall be bound to compensate for the loss, if any.

XII) The Third Part shall arrange for custom milling of paddy as follows:

- i. When delivered quantum of paddy will be up to 5 times of milling capacity per day of the mill, milling shall have to be completed within 10 days from the date of receipt of paddy from the First Part/Second Part and delivery of CMR shall have to be made within a period not exceeding 7(seven) days from the date of milling ;
- ii. When delivered quantum of paddy will be more than 5 times but less than 10 times of the milling capacity, milling shall have to be completed within 20 days from the date of receipt of paddy from the First Part/Second Part and delivery of CMR shall have to be made within a period not exceeding 7(seven) days from the date of milling;
- iii. When delivered quantum of paddy will be more than 10 times of the milling capacity but not exceeding 15 times of milling capacity, milling shall have to be completed

within 30 days from the of receipt of such paddy positively and delivery of CMR shall have to be made within a period not exceeding 7(seven)days from the date of milling ;

The Third Part shall arrange for delivery of CMR at the designated godown of FCI and/or Food &Supplies Department of Government of West Bengal within a period not exceeding that as stipulated in clause XII of this Agreement.

in the event of failure of completing delivery in-spite of having issued Delivery Order, the party hereto of the First Part \_\_\_\_\_ (**CMR Agency**) and/or Govt. will be at liberty to take penal action against the Miller, (third part) which may include issue of notice to stop further delivery of paddy and recovery of already delivered paddy.

Further to mention that the Third Part as well as Second Part are bound to deliver all proportionate resultant CMR within the period of KMS 2019-20.

XIII) The Rice Miller shall be bound to deliver the CMR produced against paddy received by them from the CPCs and DPCs; and in the event of failure to deliver the rice to FCI/State Govt. Godown even after 15(fifteen) days of issuance of Delivery Order by the DCF&S\_\_\_\_\_, the Rice Miller shall have to pay the acquisition cost of paddy (MSP + Market Fee + Transportation Charge) and alongwith interest @ 10.50 % per annum/as applicable from 16<sup>th</sup> day the DCF&S\_\_\_\_\_ issued the concerned Delivery Order till the time he clears the due. In case any dispute arises the matter shall be referred to the Arbitrator.

XIV) In case the Third Part tagged with Centralized Procurement Centre (CPC) as well as with Second Part at any point of time for milling of paddy, then it shall be the obligation of the Third Part to give priority of collecting of paddy from the CPC, it is tagged with, and of milling as well as delivery of the same.

XV) The Third Part, after receipt of paddy from the Second Part shall utilize entire milling capacity for conversion of paddy in CMR till such conversion is completed. The Third Part

shall not undertake custom milling of paddy of any other person or of any concerned there unless and until he completely delivers CMR processed out of paddy given at the CPC and the First Part having priority in that order.

XVI) The Third Part shall be liable to maintain stock account of CMR and un-milled paddy on day-to-day basis with due intimation thereto to the representative of the First Part and to the F&S Department and shall also be responsible in maintaining proper books and records to facilitate physical verification by the First Part and/or any authorized officer of the concerned Government Department. This apart, the Third Part shall have to send daily information related to receipt of paddy from the First Part, quantity of paddy milled, quantity of CMR delivered to F&S Department/FCI to the district official of the First Part.

XVII) The stocks of rice which are not in conformity with allowed specification shall be liable to be rejected. Rejection, if any, would be on account of the Third Part. Bills will be paid on the basis of actual quantity of rice received at the godown of specified quality.

XVIII) The Third Part shall be bound to deliver the CMR produced against paddy received by them from the Second Part on A/c of the First Part and in the event of failure to deliver the rice to FCI/State Govt. Godown even after expiry of the KMS, without any valid reason, he shall have to pay the acquisition cost of paddy (MSP + Market Fee + Transportation Charges) and interest @ 10.79% from that day he received the stock till the time he clears the due.

XIX) The First Part as well as the officials of the State Government shall have full right to access to the mill where the CPC and the First Part's paddy has been stored for lifting the same either for auction or for shifting to other mills. The action of lifting the un-milled paddy shall not be construed in any manner to be trespass on the premises of the mill.

XX) It shall be responsibility of the Third Part for safe and scientific storage of paddy and rice kept under its custody. The Third Part shall get the stock insured through any nationalized Insurance Company against fire and allied perils of the stock. It shall be responsible for shortage or damage of paddy, rice or gunny bags due to theft, burglary or

other reasons not covered under Standard Fire Policy. The insurance premium shall have to be borne by the Third Part.

XXI) The provisions as contained in the West Bengal CMR (Control & Obligation) Order, 2015 shall be binding on the Third Part as well as Paddy Procuring Second Part.

XXII) Any breach of terms & conditions of the agreement and/ or any violation of the provisions as contained in this agreement by the Third Part shall attract penal action as per provision of law and E. C. Act, 1955.

#### **B. PERFORMANCE GUARANTEE**

The Rice Miller, the party hereto of third part, shall have to furnish security deposit in the form of BANK GUARANTEE issued by any Nationalized Bank as per the following norms.

- 1) Rice Mill that possess paddy within 3000 MT at any point of time – Shall have to furnish an undated cheque amounting to Rs 35,00,000/- (Thirty Five Lakh) only.
- 2) Rice Mill that possess paddy within the range 3000-5000 MT at any point of time – Shall have to furnish BANK GUARANTEE of Rs 50,00,000/- (Rupees Fifty Lakh) only.
- 3) Rice Mill that possess paddy within the range 5000-10000 MT at any point of time – Shall have to furnish BANK GUARANTEE of Rs 1,00,00,000/- (Rupees One Crore) only.
- 4) Rice Mill that possess paddy more than 10000 MT upto a maximum of 20000 MT at any point of time – Shall have to furnish BANK GUARANTEE at least of Rs 3,00,00,000/- (Rupees Three Crore) only.

In case the Rice Miller executes agreement with DCFS as well as the other CMR Agencies also the Miller has to be submit only one Bank Guarantee and that has to be pledged before DCFS only. But, in case of submitting Cheque (that is possessing paddy within 3000 MT at any one point of time) the Miller has to submit Cheques to all concern with which Miller execute agreements.



Moreover, Department will have the right to increase/change the value of Bank Guarantee depending upon the paddy handed over to the Rice Mills at any point of time of the KMS and the concerned Rice Mill will be bound to execute that within 07 ( seven) days.

The said guarantees will be released in favour of the Miller soon after satisfactory completion of CMR obligation as entrusted upon the Miller by the Agency (the first part).

**C) PACKING AND STORING OF CUSTOMED MILLED RICE (CMR)**

1. The Third Part shall arrange for obtaining of new SBT gunny bags from district Head Quarters/sub-division Head Quarters or from any other storage point as directed by the authority of Food & Supplies Department conforming to specifications laid down in procurement guidelines of Government of India (GOI) for KMS 2019-20 for delivery of CMR in the account of .....(agency).
2. The Rice Miller, the party hereto of the Third Part, shall
  - i) Maintain proper books and accounts of CMR produced and delivered to state/FCI godowns. The books of accounts as also the physical stock of CMR on a/c of----- shall be open for inspection at all times by any official of ----- First Part or that of GOI/Government of West Bengal for that matter.
  - ii) The milled rice so produced by the miller concerned shall have to be packed in new SBT gunny bags as per GOI/State norms in the weight of 50 kgs net. In order to prevent any spillage while offering CMR by the Third Part, the mouth of each gunny bag should be double lined machine stitched. Each bag must be stenciled mentioning the name of First Part, Crop year 2019-20, Actual net weight, Variety of rice, Lot No. and Name of the Rice Mill. Colour coding for gunny bags will be as per the specification as fixed by the Govt. of India.

- iii) The Rice Miller, the party hereto of the Third Part, shall maintain proper books of accounts of Gunny Bags e.g. receive from F&S Department, utilization, balance stocks, etc and shall be kept open for physical inspection by the officials of the First Part and/or Govt. officials at any point of time.
- iv) That the Third Part will ensure proper storage at the Mill for preservation of rice as a food item. For the purpose of storing rice, bamboo mat and / or polythene sheet must be spread over the floor of the godown and the Miller shall ensure proper and suitable measures to control rodent and insecticides for safe undamaged preservation of rice in the godown till delivery of CMR to State/FCI godowns on account of First Part. Any loss/damage sustained during storage of the rice prior to delivery to State/FCI godowns will be the responsibility of the Third Part and First Part shall not be liable or responsible in any manner whatsoever.

**D) TRANPORTATION & DELIVERY OF CMR TO GODOWN**

- i. It is the sole and absolute liability of the Third Part to maintain the quality and standard of the CMR as per the required specification of GOI and shall also be liable to maintain quantity ratio or time period for processing of paddy. In the event of any default or deficiency and if any penalty and/or liability is imposed or likely to be imposed upon the First Part, then the Third Part shall be solely liable to compensate the same out of its own account.
- ii. The Third Part after milling of paddy within time schedule and as per specification of GOI, will inform the representative of the First Part, the quantity available for delivery for onward transmission to Food & Supplies Department/FCI after quality approved by the concerned authority. The Third Part will deliver the stock to FCI/State on receipt of instruction of the First Part and obtain WQSC along with Quality analysis Report and Weighment Certificate of stock from authorized representative of FCI/State Govt.

The delivery of CMR to the FCI Godown shall be made in requisite lot size of 27 MT.

#### **E. BILLING AND PAYMENT TERMS**

The Second Part shall submit the final bills in triplicate for the delivered quantity of CMR and for claim of Commission, along with supporting documents and third part shall submit the final bills in triplicate for the delivered quantity of CMR and for claim of other incidentals like Mandi Labour Charges, Milling Charges etc. along with supporting documents for reimbursement by First Part as per the prescribed schedule of incidentals as will be declared by GOI in the Cost Sheet for KMS 2019-2020.

Full & final payment will be made against submission of bills as per the format/formats circulated earlier by the Director Finance or as applicable from time to time along-with all relevant documents as per check list below. Submission of bills should be in chronological order and ascending manner of Muster Rolls.

- a) Original Muster Roll and two copies thereof.
- b) Original Paddy transportation Challan and one copy thereof duly received by the concerned Mill.
- c) One copy of Agreement for submission of bill for the first time only.
- d) Copy of Work Order along with each bill.
- e) WQSCs in original and a copy thereof.
- f) Original Stock Analytical Report and a copy thereof.
- g) Stock Receipt Certificate in original from DC, F&S, and two copies thereof.
- h) Original of receipt of Mandi Labour Charges paid (Showing break-up of activity-wise details) and a copy thereof.
- i) Copy of receipt of Milling Charges paid duly countersigned by Second Part in duplicate.
- j) Copy of receipt of Transport Charges paid in duplicate.
- k) MSP certificate duly signed by the Second Part and countersigned by the Inspector/Sub-Inspector, F&S Deptt. concerned and District Purchase Officer, of the concerned CMR Agency and two copies thereof.

- l) Milling Certificate under the joint signature of Inspector/Sub-Inspector, F&S Deptt. concerned and the Rice Miller.
- m) Original delivery challan for CMR and a copy thereof.
- n) Any other document as may be required in future.

**Provided further that:**

- i) The Second Part shall maintain head wise details of expenditure along-with supporting documents regarding payments for the procurement of paddy and delivery of CMR.
  
- ii) In the event there of any quality cut/shortage or deduction of costs on any account by FCI or the concerned department of the State Govt. it shall be borne and paid by the Third Part exclusively.
  
- iii) The Second Part and the Third Part, respectively shall always be responsible on account of procurement of paddy and milling, custody and delivery respectively at their risk and costs and shall similarly be liable and/or made liable on account of any false statement and false declaration of return and report of paddy and CMR.
  
- v) The Procuring Second Part as well as the Third Part may be paid any other additional charges, as may be subsequently declared as per order issued by GOI/State Govt., subject to verification to determine the actual expenses incurred for procurement of paddy and delivery of CMR.

**F) VALIDITY OF AGREEMENT:**

D) This Agreement will remain valid till the period of 30th September, 2020. However, the terms of this agreement will have full force until any obligation incurred under this agreement is fulfilled by either of the parties hereto. Provided further that CMR AGENCY Ltd, the party hereto of the First Part, will have the right and liberty to terminate this agreement after giving notice of at least three days.

II) It is agreed and understood that the terms and conditions of the State Govt./FCI/Central Govt./ First Part as prevailing now or which may be imposed/alterd/revised, as the case may be, in respect of the above scheme, will be applicable upon all the parties hereto.

**G) ARBITRATION CLAUSE:**

In the event of any dispute or difference between parties relating to interpretation of the Agreement and/or payment of Paddy/CMR under the said agreement, the same shall be referred to adjudication to a sole Arbitrator to be appointed by the Managing Director / Chief Executive Officer of the First Part and the decision of the said Arbitrator shall be binding on the parties and would be final and conclusive. Such arbitration shall be held at Kolkata, West Bengal.

**H). OBLIGATION OF THIRD PART:**

The Third Part will be under obligations to mill the paddy received from the Paddy Procuring Second Part in the account of -----First Part from different camps and deliver CMR in the designated godown (s) as per direction of the District Authorities / First Part within the period as mentioned in Sub-Clause XII of Clause A of this Agreement. The paddy delivered to the Rice Mill is a property of Second Part/----- and it will be deemed that the Third Part has been entrusted with the same for converting into rice and to deliver the same as directed. Any deviation of the supplied paddy and that converted to rice or shortage in the stock shall be deemed as misappropriation by the respective Third Part and the Owners / Partners / Directors and/or the legal heir(s) of the said Third Part along with the persons directly responsible for such misappropriation shall be liable to be prosecuted against as per the relevant provisions of under the prevailing laws of the land. The Third Part shall furnish full details of the Ownership/Partnership/Directors of the company/Farm in the given annexure –I as a part of this agreement.

**I) Undertaking :-** The Rice Mill has to submit the undertaking enclosed in Annexure –I.

**J) ENTIRE AGREEMENT:**

The above agreement represents the entire agreement between the parties and the specified terms, conditions and stipulations thereof.

SIGNED AND DELIVERED at Kolkata on this the .. ... ..day of.. .... .. , 2019 within Kolkata Court jurisdiction.

WITNESSES

(FIRST PART)

WITNESSES

(SECOND PART)

WITNESSES

(THIRD PART)

**Affix recent colour  
passport size  
photograph of  
Owner/Director of  
the Rice Miller.**

**Affix recent colour  
passport size  
photograph of  
Owner/Director of  
the Rice Miller.**

**Affix recent colour  
passport size  
photograph of  
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the Rice Miller.**

UNDERTAKING		Annexure-I	
RICE MILLS PARTICULARS			
1	NAME OF THE RICE MILL		
2	LOCATION OF THE RICE MILL		
3	NAME OF THE PROPRIETER		
4	NAMES OF PARTNERS(IN CASE OF PARTNERSHIP)		
5	ARE YOU A LEASEE RICE MILLER ( TICK THE CORRECT BOX), ATTACH THE MOA	YES	NO
6	CONTACT NO.		
7	E-MAIL ID		
8	YEAR OF SET UP		
9	RUNNING ON ELECTRICITY/DIESEL		
10	TOTAL DIESEL CONSUMPTION DURING LAST THREE KMS	KMS 16-17:	
		KMS 17-18:	
		KMS 18-19:	
11	TOTAL ELECTRICITY CONSUMPTION DURING LAST THREE KMS	KMS 16-17:	
		KMS 17-18:	
		KMS 18-19:	
12	TOTAL QUANTITY OF PADDY MILLED DURING LAST THREE KMS(IN MT)	KMS 16-17:	
		KMS 17-18:	
		KMS 18-19:	
13	ARE YOU A DEFAULTER RICE MILL IN RESPECT TO DELIVERY OF CMR IN LAST THREE KMS	KMS 16-17:	
		KMS 17-18:	
		KMS 18-19:	
14	PADDY STORAGE CAPACITY (MT)		
15	RICE STORAGE CAPACITY (MT)		
16	NUMBER OF LABOUR WORKING IN YOUR MILL		
17	DO YOU HAVE COMPUTER WITH INTERNET CONNECTION?		
18	MILLING CAPACITY(PER 8 HOUR) (IN MT)		
19	DO YOU HAVE AN INDIVIDUAL BOILER CERTIFICATE? IF YES BOILER NUMBER AND VALID UPTO		
20	DO YOU HAVE A POLLUTION CERTIFICATE? IF YES VALID UPTO		

21	DO YOU HAVE AUDITED BALANCE SHEET OF LAST 3 YEAR?	
22	WHETHER PROPRIETOR/PARTNER/DIRECTOR OF THE RICE MILL IS A LICENSEE UNDER THE F & S DEPARTMENT , GOVT OF WEST BENGAL.IF YES, NATURE OF LICENSE	
23	ANY CASE PENDING AGAINST YOU IN ANY COURT OF LAW	

I \_\_\_\_\_, SON / DAUGHTER OF SHRI \_\_\_\_\_  
 AGED \_\_\_\_\_ YEARS, RESIDENT OF \_\_\_\_\_ IN THE DISTRICT OF \_\_\_\_\_,  
 WEST BENGAL, 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 WITHIN THREE MONTHS OF DELIVERY IN GODOWNS AT OTHER DISTRICT BY ME (OTHER THAN ANY NATURAL CALAMITIES), 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 ORGANISATION 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.

**NAME:**

**SIGNATURE**

**SEAL:**