

AGREEMENT WITH RICE MILL FOR MILLING OF PADDY

PURCHASED BY THE FOOD & SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL.

This AGREEMENT entered on**day of** **2019** between **FOOD & SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL**, having registered office at 11-A, Mirza Ghalib Street, Kolkata-700087 hereinafter referred to as “the Food & Supplies Department” and represented by the **District Controller (Food & Supplies)**_____,(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his successors, executors and administrators and shall also include an Officer duly authorized by him) of the **FIRST PART**

AND

M/s.(**Name of Rice Mill**), having its registered office at
and Rice Mill at**P.S.**.....**Block**.....
District-.....**Pin Code:** , **West Bengal represented through** **Shri/Smt**_____ **its** Proprietor/Director/Acting Partner (hereinafter called the Rice Mill) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his / her heirs, executors and administrators of the **SECOND PART.**

WHEREAS the Food & Supplies Department requires to procure paddy of Fair Average Quality (FAQ) at Minimum Support Price (MSP) from the farmers and to ensure delivery after custom milling of the same under Decentralized Procurement Scheme in the Kharif Marketing Season(KMS) 2019-2020.

AND

WHEREAS, the Food & Supplies Department , the party hereto of First Part, has decided to carry out the procurement of paddy at Minimum Support Price (MSP) directly from the farmers at Centralized Procurement Centres (CPC) notified by Government or by setting up of Direct Purchase Camps (DPC) to be fixed by the

District Administration and conversion of the same into Custom Milled Rice (CMR) and delivery of CMR to various State Godown(s) of Food & Supplies Department, Govt. of West Bengal and/ or FCI, as State Agent for the KMS 2019-2020.

AND

WHEREAS, the above Rice Mill, the party hereto of Second Part, engaged by the Food & Supplies Department for providing support in carrying out the milling operations as per terms detailed in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND

DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

A. PROCUREMENT OF PADDY :

1. The **Food and Supplies Department, Government of West Bengal** will purchase paddy at various Centralized Procurement Centres (CPCs) notified by State Govt. by paying MSP as declared by GOI and incentives, if any, declared by State Govt. for the KMS 2019-2020.

2. The **Food and Supplies Department, Government of West Bengal** will also purchase paddy directly from the farmers by paying MSP as declared by GOI for the KMS 2019-2020 at various other Direct Purchase Camps (DPCs) including at Rice Mill gate to be set up at locations to be decided in consultation with the Local Administration.

The Second Part will purchase once used gunny bags for packing of paddy at each procuring centre.

3. The selected/tagged Rice Mill, the party hereto of Second Part, shall be liable to attend any of the CPCs or DPCs as will be tagged by the District Controller (F&S).....

4. The selected/tagged Rice Mill, the party hereto of Second Part, will give necessary logistic supports, such as providing labourers, empty gunny bags (as per GOI guidelines) and means of transportation of paddy at such CPCs and DPCs. The rice mill shall also place an authorized agent at the CPC/DPC to oversee the Fair Average Quality of such paddy.

5. The paddy purchased by the **Food and Supplies Department, Government of West Bengal** at CPCs and DPCs shall be handed over to the Rice Mill on each day against challans for carrying the stock from Purchase Centers to the Rice Mills to get the paddy milled. Further, the authorized officer of the Government, placed at the rice mill shall certify such proof of delivery at the rice mill, jointly signed by the miller/his authorized representative whose signature shall be authenticated ab-initio by the miller and signatory to the agreement.

6. Before taking over the paddy, the Rice Mill will satisfy himself with regard to quality and quantity of paddy. The **Food and Supplies Department** in no case will bear any liability for any deficiency in quality and quantity of paddy so handed over by the **Food and Supplies Department** and received by the Rice Mill.

B. MILLING OF PADDY

1. The Miller, the party hereto of the Second Part, shall be liable to maintain stock account of paddy on day-to-day basis and shall also be responsible in maintaining proper books and records to facilitate physical verification by **Food and Supplies Department** or any authorized officer of the Government of West Bengal/GOI, at any point of time.

2. It shall be the absolute responsibility of the Rice Mill to 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-fulfilment of the other quality specifications

laid-down under the GOI specifications for KMS 2019-2020 read with Department's Notification, the Miller, the party hereto of Second Part, shall be bound to compensate for the loss, for which **Food and Supplies Department, Government of West Bengal** shall not be responsible and liable in any manner whatsoever.

3. The Miller, the party hereto of Second Part, shall arrange for custom milling of the paddy within 10 (ten) days from the date of receipt by them. The Miller, the party hereto of the Second Part herein, shall offer and arrange for delivery of CMR at the designated godown of FCI and / or Food & Supplies Department of State Government within a period not exceeding 07 (seven) days from the date of milling. The Miller shall take necessary steps for obtaining Delivery Order for effecting delivery of CMR within the above scheduled period and in the event of failure of completing delivery in spite of having issued Delivery Order, the party hereto of the First Part **Food and Supplies Department, Government of West Bengal** and/or Govt. will be at liberty to take penal action against the Miller, which may include issue of notice to stop further delivery of paddy and recovery of already delivered paddy.

4. The stock of rice which is not in conformity with the admissible specification shall be liable to be rejected. Rejection, if any, would be on account of Second Party /Miller. Bills will be paid on the basis of actual quantity of rice received at the godown of specified quality.

5. The Rice Miller shall be bound to deliver the CMR produced against paddy received by them on A/c of **Food and Supplies Department, Government of West Bengal**. In the event of failure to deliver the CMR or any part thereof and/or delayed delivery to FCI / State Government Godown the Rice Mill shall be fully responsible and liable whatsoever may be the reason and the Food & Supplies Department shall be free to recover the entire costs and consequential loss associated therewith from the Rice Mill. The **Food and Supplies Department, Government of West Bengal** also reserve the right to take appropriate legal steps against the Rice Mill.

6. The **Food and Supplies Department, Government of West Bengal** shall not be responsible for any shortage of paddy stocks delivered to the Rice Miller or its resultant rice due to happening of any natural calamities, fire accident, theft and burglary or otherwise.

7. If any Rice Mill is tagged with CPC as well as with a Co-operative Society working as an agent of CMR agency at any point of time for milling of paddy, then it shall be the obligation for the Rice Mill to give priority for collecting paddy from the CPC it is tagged with and milling thereof.

C. PERFORMANCE GUARANTEE

The Rice Miller, the party hereto of second 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 the other CMR Agencies also the Miller has to submit only one Bank Guarantee and that has to be pledged before DCFS. 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 Department.

D. PACKING & STORING OF CUSTOM MILLED RICE:

1. The Rice Miller, the party hereto of second part, shall arrange for obtaining of new SBT gunny bags from district Head Quarters/sub- division Head Quarters/ or any other storage point of Food Supplies Department conforming to specifications laid down in procurement guidelines for KMS 2019-20 for delivery of CMR in the account of **Food and Supplies Department, Government of West Bengal.**

2. The Rice Mill, the Second Part here to, shall 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 **Food and Supplies Department, Government of West Bengal, Government of West Bengal** shall remain open for inspection at all times by any official of **Food and Supplies Department, Government of West Bengal, Government of West Bengal** or that of GOI/Government of West Bengal for that matter.

3. The milled rice so produced by the concerned Miller shall have to be packed in SBT new gunny bags in the weight of 50 kg net. In order to prevent any spillage while offering CMR by the Rice Miller the mouth of each gunny bag should be double lined machine stitched or as maybe instructed by the First Part from time to time. Each bag must be stenciled mentioning **Food and Supplies Department, Government of West Bengal**, Crop year 2019-2020, net weight, variety of rice, and Name of the Rice Mill.

4. The Rice Miller will ensure proper storage 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 will 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 **FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL** Any loss/damage sustained during storage of the rice prior to delivery to state/FCI godowns will be the responsibility of the Mill and **FOOD AND SUPPLIES DEPARTMENT,**

GOVERNMENT OF WEST BENGAL shall not be liable or responsible in any manner whatsoever.

E. TRANSPORTATION & DELIVERY OF CMR TO GODOWN:

1. The Rice Miller, the Party hereto of Second Party, after milling of rice as per specification of GOI, will inform the **District Controller (F&S)**_____ the quantity available for onward delivery to Food & Supplies Department / FCI after quality approved by the concerned authority. The Miller will deliver the stock on receipt of instruction of the District Controller (F&S)_____ following the procedure contained in the Food & Supplies Department order issued vide number 142-SS/FS/O/Sectt./IT-10/2013 Dated 07.04.2016 and subsequent order thereof in this regard in case of delivery of CMR to the godowns of the Food & Supplies Department and following the guidelines issued by the FCI authorities in case of delivery of CMR at the FCI depots .

2. The transportation of CMR on account of **FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL** shall be the responsibility of the Miller and the transportation charges will be reimbursed as per Government guidelines.

F. PAYMENT :

The Rice Mill will be entitled to have payment of all incidentals like Mandi Labour Charges, Milling charge, Transportation of Paddy for 0 KM onwards, Driage etc. as per the Cost Sheet issued by the GOI for KMS 2019-2020 and subsequent orders of the Govt. of West Bengal in this regard. The payment will be reimbursed to the Rice Mill after production of bills as per the format/formats circulated earlier by the Director Finance or as applicable from time to time in triplicate along with the documents mentioned hereunder.

Note: For transportation of central pool stock of paddy from CPCs/DPCs to mills and for rice from mills to FCI godown, transportation charges from 0 km onwards will be payable based on the rates fixed by the District Collectors of the State or FCI's rate whichever is lower, as per GOI provisional rates of CMR for KMS 2019-20.

Check list of Documents to be submitted along with the bills:-

a) Two Copies of Muster Roll.

- b) Two copies of Paddy transportation Challans duly received by the concerned Mill.
- c) Copy of the proof of delivery of Paddy duly authenticated by a Block Extension Officer/ Cooperative Inspector or any other officer authorized by the State Government.
- d) WQSCs in original and a copy thereof.
- e) Original Stock Analytical Report and a copy thereof
- f) Stock Receipt Certificate in original from DC, F&S, and two copies thereof.
- g) Original of receipt of payment of Mandi Labour Charges paid (Showing break-up of activity-wise details) and a copy thereof.
- h) Copy of receipt of Transport Charges paid in duplicate.
- i) MSP certificate with a copy thereof duly signed by the P.O of the Food & Supplies Department at CPCs/ DPCs and countersigned by the Inspector/Sub-Inspector, F&S Deptt. concerned.
- j) Milling Certificate under the joint signature of Inspector/Sub-Inspector, F&S Deptt. concerned and the Rice Miller.
- k) Original delivery challan for CMR and a copy thereof.
- l) Copy of tax invoice in duplicate duly countersigned by Rice Miller for purchase of once used gunny bags along-with utilization statement stating opening stock, purchase, consumption, closing balance.
- l) Any other document as may be required in future.
- m) Copy of proof of delivery of CMR.

Provided further that:

- i) In the event of any deduction for any quality cut, shortage or any nature by FCI or F&S Department, State Government the same shall accordingly be deducted/recovered from the Mill.
- ii) The Miller shall always be responsible for custody and milling of paddy delivered to it, and subsequent delivery of resultant CMR at

their risk and costs and shall be liable and/or made liable on account of any false statement and false declaration of return and report of paddy and CMR.

- iii) The Miller may be paid any other additional charges, as may be subsequently declared per order issued by GOI/State Govt., subject to verification to determine the actual expenses incurred for milling of paddy and delivery of CMR.

Since the paddy is purchased by the **FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL**, investing from its own fund, therefore the **FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL** reserves the right to deduct towards interest in case of delayed delivery beyond permissible limit in due time in the following manner :-

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) alongwith interest @ 10.50 % per annum/as applicable from 16th 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.

G.VALIDITY OF AGREEMENT:

i) This Agreement will remain valid till 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. The **FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL** will have the right and liberty to terminate this Agreement after giving Notice of at least three (3) days.

ii) It is agreed and understood that the Terms and Conditions of the State Government / FCI / Central Government/ **FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL** as prevailing now or which may be imposed / altered / revised, as the case may be, in respect of the above scheme, will be applicable upon the parties hereto of the Second Part mutatis mutandis.

H. ARBITRATION CLAUSE:

In the event of any dispute or difference between parties relating to interpretation of the Agreement and/or payment under the said agreement, the same shall be referred to adjudication to a sole Arbitrator to be appointed by the Principal Secretary to the Food & Supplies Department & Commissioner, Food 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.

I. OBLIGATION OF RICE MILL: The Rice Miller shall be under obligations to mill the paddy purchased by the Food & Supplies Department from different CPCs/DPCs and deliver CMR in the designated godown(s) as per direction of the District Authorities / **FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL** within seventeen days from the date of receipt of such paddy at the out turn ratio as referred here in above. The paddy delivered to the Rice Mill is a property of Government and it will be deemed that the Rice Mill has been entrusted with the same for converting into rice and to supply the same as directed. Any deviation from quantity & quality of the supplied paddy and that converted into rice or shortage in the stock shall be deemed as misappropriation by the respective Rice Mill and the Owners / Partners / Directors and/or the legal heir(s) of the said Rice Mill along with the persons directly responsible for such misappropriation shall be liable to be prosecuted against as per the relevant provisions of law.

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

Signature of **FIRST PART**

WITNESS:-

1. Name :
Address :
Occupation :

Signature of **SECOND PART**

2. Name :
Address :
Occupation

with Seal

**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
Owner/Director of
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 PROPIETER		
4	NAMES OF PARTNERS(IN CASE OF PAERTNERSHIP)		
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:

