Government of West Bengal Food and Supplies Department 11A, Mirza Galib Street, Kolkata – 700087

No. 2475-FS/Sectt/Food/4P-06/2020

Dated: Kolkata, the 8thOctober,2020

ORDER

Subject: Process for empanelment of Rice Mills for KMS 2020-21

The decentralized paddy procurement operations for KMS 2020-21 will run on the strength of the West Bengal Custom Milled Rice (Obligation & Control) Order, 2015 and other notifications / orders issued from time to time.

The process for registration/application of Rice Mills for empanelment for conversion of paddy in Custom Milled Rice (CMR) as per terms & conditions issued from time to time and obligations of rice mills are mentioned as below:

1. Online Registration / Application for empanelment:

- 1.1. All Rice Mills (rice mills empanelled for KMS 2019-20 and fresh / new) have to submit their application online along with the documents for registration / application for empanelment. The online registration / application form is available at the link "Rice Mill Registration" at the Departmental website, www.procurement.wbfood.in.
- 1.2. Application / Registration in the portal is mandatory.

2. Recommendation of DLMC:

- 2.1. In case of new application / registration for empanelment, the DCFS will conduct a field enquiry (Annexure-III) including verification of documents with original himself or through SCF&S and place in the DLMC. After all the eligibility requirements of the rice mill, mill owner and other eligibility criteria are fulfilled, the DLMC will recommend the case for empanelment as per proforma and forward the same online to the D/DDP&S.
- 2.2. In case of the existing rice mills, the case shall be recommended by DLMC after considering the performance of the rice mill and delivery of CMR requirement in the KMS 2019-20 and the previous KMSs.
- 2.3. However, to ensure that the procurement process commences smoothly from 2nd November, 2020, DLMC may recommend names of some existing rice mills immediately even though the existing rice mill may be in the process of submission of online registration / application for empanelment. However, it must be ensured that the rice mill so recommended is a non-defaulter and has performed well and delivered the CMR timely and with quality.
- 2.4. DLMC may recommend the names of new & existing rice mills to DDP&S on weekly basis or earlier so that procurement commences smoothly from 2nd November, 2020 in all CPCs.
- 2.5. The rice mills recommended by DLMC as mentioned in Clause 2.3 shall have to complete the online registration / application for empanelment at the earliest so that DCF&S can forward the same to DDP&S online.
- 2.6. After recommendation of DLMC the DCF&S shall forward / recommend the case online in the portal also.

3. Approval by the Department:

- 3.1. DDPS shall scrutinize the cases received from DLMC and recommend to the department.
- 3.2. The Department will examine and dispose of application for empanelment of rice mills based on performance, documents and recommendation of DLMC & DDPS.
- 3.3. However, under no circumstances, recommendation by DLMC or DDP&S shall constitute the right of a Rice Mill to get empanelled with the Department for milling of the paddy.
- 3.4. No rice miller, defaulter in terms of delivery of rice relating to any CPC and CMR Agencies in terms of Order No. 2393-FS dated 25th Sept'2020, shall be considered for empanelment.
- 3.5. Husking Mill, Rice Mill running on a generator set or diesel engine, Chatal Mill shall not be eligible for registration / application for empanelment.
- 3.6. A rice mill operated under lease or similar arrangements is not eligible for empanelment.
- 3.7. A rice mill capable of producing raw rice will be empanelled only after assessing the requirement of raw rice in PDS.
- 3.8. Once the rice mill is approved for empanelment by the department, the DDP&S shall activate its empanelment in the system. However, such empanelment is subject to signing of the agreement and submission of the Bank Guarantee or Post Dated Cheque, as the case may be.

4. Signing of Agreement:

4.1. The Rice Mills who have been empanelled as such shall have to sign Bi-partite agreement (Annexure - I) with the concerned DCF&Ss mandatorily. These empanelled rice mills may also sign Tri-partite agreement (Annexure - II) with other Agencies only after they have signed Bi-partite agreement with the DCF&Ss.

5. Furnishing Bank Guarantee:

- 5.1. The Rice Miller, shall have to furnish Security Deposit in the form of Bank Guarantee issued by any Scheduled Commercial Bank in India (excluding Foreign Schedule Bank), as per Department notification No. 2431-FS dated 30th Sept'2020.
- 5.2. Paddy shall be given the rice mills only after:
- a) The rice mill has been empanelled and activated in the system,
- b) The Bi-partite and/or Tri-partite agreement has been signed by the rice mill,
- c) The requisite Bank Guarantee has been submitted.
- 5.3. Additional paddy shall be given only to the extent Bank Guarantee/ additional Bank Guarantee permits to hold paddy/ undelivered CMR equivalent to the Bank Guarantee at any given point of time.

This issues with the approval of the Competent Authority.

Enclo: Annexure – I, II & III

in the Food & Supplies Department

Copy forwarded for information and necessary action to:-

- 1. The Additional Chief Secretary, Co-operation Department, Govt. of West Bengal.
- 2. The Additional Chief Secretary, Panchayat & Rural Dev. Department, Govt. of West Bengal.
- 3. The Additional Chief Secretary, Agriculture Department, Govt. of West Bengal
- 4. The Additional Chief Secretary, Agricultural Marketing Department, Govt. of West Bengal.
- 5. The Managing Director, BENFED.
- 6. The Managing Director, WBECSC Ltd.
- 7. The Special Secretary (Budget & IT), Food & Supplies Department.
- 8. The Director of DDP&S, Food & Supplies Department.
- 9. The Director of Finance, Food & Supplies Department.
- 10. The Managing Director, PAMCL.
- 11. The District Magistrate (All except Kalimpong).
- 12. The CEO, CONFED.
- 13. The Branch Manager, NAFED
- 14. The Branch Manager, NCCF, Kolkata.
- 15. The P.S. to the Hon'ble Minister-in-Charge, Food & Supplies Department.
- 16. The District Controller of Food & Supplies, (All except Kalimpong).
- 17. The Sr. P.S. to the Secretary to the Govt. o West Bengal, F & S Department.
- 18. The President, Bengal Rice Mills Association.

Commissioner 2020

in the Food & Supplies Department

N. DOEC/DROC/CDC/DDC/20 21/	/2020
NoDCFS/PROC/CPC/DPC/20-21/ DATED/.	/2020
AGREEMENT WITH RICE MILL FOR MILLING OF PADDY	
PURCHASED BY THE FOOD & SUPPLIES DEPARTMENT, GOVERNM	ENT
OF WEST BENGAL.	
This AGREEMENT entered onday of	2020
between FOOD & SUPPLIES DEPARTMENT, GOVERNMENT OF WEST	Γ BENGAL,
having registered office at 11-A, Mirza Ghalib Street, Kolkata-700087 hereinafte	er referred to
as "the Food & Supplies Department" and represented by the District Controll	ler (Food &
Supplies)	, (which
expression shall, unless it be repugnant to the context or meaning thereof, be	e 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 M	Iill),
1	

having its registered o	ffice at	•••••		••••••
and	Rice		Mill	at
•••••	P.S	l	Block	•••••
District	Pin Co	ode:	West Bengal re	presented
through Shri/ Smt		its	Proprietor/Director/Acting	Partner
(hereinafter called the	Rice Mill) which exp	pression s	hall, unless it be repugnant to tl	ne context
or meaning thereof, be	e deemed to include l	his / her l	neirs, executors and administrat	ors 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)2020-2021.

AND

WHEREAS, the Food & Supplies Department, has decided to carry out the procurement of paddy at Minimum Support Price (MSP) directly from the farmers at Centralized Procurement Centers (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 2020-2021.

AND

WHEREAS, the above Rice Mill, engaged by the Food & Supplies Department for providing support in carrying out the milling operations as per the terms detailed in this Agreement read with the provisions of the West Bengal Custom Milled Rice (Obligation & control) Order,2015.

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** 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 KMS2020-2021.

- 2. The **Food and Supplies Department will** also purchase paddy directly from the farmers by paying MSP as declared by GOI for the KMS 2020-2021 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 Rice Mill will purchase once used gunny bags for packing of paddy at each procuring centre for transportation to rice mills.
- 3. The selected/tagged Rice Mill, 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, will arrange and provide necessary logistic supports, such as providing labourers, empty gunny bags (as per GOI guidelines) and means of transportation of paddy from 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** 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 Mill for custom milling of the paddy. Simultaneously, authorized representative of Department of Food & Supplies, here the Purchase Officer posted at CPC/DPC, shall remit the information of dispatch of paddy online through 'e-paddy procurement portal' to the tagged Rice Mill on each day. The tagged Rice Mill immediately within 24 hours shall accept the receipt of the paddy online in the 'e-paddy procurement portal' using it's login ID. If the receipt of the paddy is not accepted online within 24 hours the same shall be automatically accepted by the system. The Rice Mill shall be responsible to make all arrangement to receive, store it safely temporarily and transport the paddy physically under its own arrangement from the purchase centre within 24 hours.
- 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. <u>MILLING OFPADDY</u>

- 1. The Rice Mill, 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. 8-4/2020-S&I Dated 28.09.2020and 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 2020-2021 read with Department's Notification, the Rice Mill, shall be bound to compensate for the loss, for which **Food and Supplies Department** shall not be responsible and liable in any manner whatsoever.

- 3. The Rice Mill shall arrange for custom milling of the paddy within 10 (ten) days from the date of receipt by them. The Rice Mill, shall offer for delivery of CMR online through 'e-paddy procurement portal' using it's login ID 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 Rice Mill shall take necessary steps for obtaining Rice Receipt 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 Rice Receipt Order, **Food and Supplies Department** will be at liberty to take penal action against the Rice Mill, which may include issue of notice to stop further delivery of paddy and recovery of already delivered paddy and initiation of proceeding under Bengal Public Demand Recovery Act, 1913.
- 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 Rice Mill. Bills will be paid on the basis of actual quantity of rice received at the godown of specified quality.
- 5. The Rice Mill shall be bound to deliver the CMR produced against paddy received by them on A/c of **Food and Supplies Department.** 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 and/or its owner. The **Food and Supplies Department also** reserve the right to take appropriate legal steps against the Rice Mill and /or its owner.
- 6. The **Food and Supplies Department shall** not be responsible for any shortage of paddy stocks delivered to the Rice Mill 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. **SECURITY DEPOSIT**

The Rice Mill, shall have to furnish security deposit in the form of BANK GUARANTEE issued by any Nationalized Bank as per the norms specified by the government in this regard time to time.

In case the Rice Mill executes agreement with the other CMR Agencies also the Rice Mill has to submit only one Bank Guarantee and that has to be pledged before DCFS.

Notwithstanding anything mentioned in the table above, Department shall have the right to increase/change the value of Bank Guarantee depending upon the paddy handed over to the Rice Mill at any point of time of the KMS and the concerned Rice Mill shall be bound to execute that within 07 (seven) days.

The said guarantees shall be released in favour of the Rice Mill soon after satisfactory completion of CMR obligation as entrusted upon the Rice Mill by the Department.

D. PACKING & STORING OF CUSTOM MILLEDRICE:

- 1. The Rice Mill, 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 2020-21 for delivery of CMR in the account of Food and Supplies Department, **Government of West Bengal.**
- 2. The Rice Mill, shall maintain proper stock register, inventory details and books of accounts of CMR produced and delivered to State/FCI godowns. The stock register, inventory details and books of accounts as also the physical stock of paddy and CMR on a/c of Food and Supplies Department, Government of West Bengal shall remain open for inspection at all times by any official of Food and Supplies Department, Government of West Bengal or that of GOI/Government of West Bengal for inspection as aforesaid.
- 3. The milled rice so produced by the concerned Rice Mill 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 Mill 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, KMS2020-2021, net weight, variety of rice, and Name of the Rice Mill.
- 4. The Rice Mill shall ensure proper, safe and hygienic 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 Rice Mill 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 Food and Supplies **Department.** Any loss/damage sustained during storage of the rice prior to delivery to state/FCI godowns shall be the responsibility of the Rice Mill and Food and Supplies **Department**, shall not be liable or responsible in any manner whatsoever.

E. TRANSPORTATION & DELIVERY OF CMR TOGODOWN:

1.	The Rice Mill, after milling of rice as pe	er specification of GOI, shall inform he
District Contro	oller(F&S)	
the quantity av	vailable for onward delivery to Food & S	upplies Department / FCI after quality
approved by	the concerned authority. The Rice Mill	shall deliver the stock on receipt of
instruction of	the District Controller (F&S)	following the procedure
contained in tl	he Food & Supplies Department order issu	ued in this regard in case of delivery of
CMR to the g	odowns of the Food & Supplies Departme	ent and following the guidelines issued
by the FCI aut	thorities in case of delivery of CMR at the	FCI depots.

2. The transportation of CMR on account of FOOD AND SUPPLIES **DEPARTMENT** shall be the responsibility of the Rice Mill and the transportation charges will be reimbursed as per Government guidelines from time to time.

F. **PAYMENT:**

- 1. The Rice Mill shall 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 2020-2021 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 by the Director Finance or as applicable from time to time in triplicate along with the documents mentioned hereunder.
- 2. The Rice Mill has to submit the bills for incidentals to the concerned authority within 15 (Fifteen) days after getting the Cumulative WQSC for a specific R.R.O.

Note: For transportation of central pool stock of paddy from CPCs/DPCs to Rice Mill and for rice from Rice Mill 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 2020-21.

List of Documents to be submitted along with the bills:-

i.Two Copies of Muster Roll.

ii. Two copies of Paddy transportation Challans duly received by the concerned Rice Mill.

iii.Cumulative WQSCs in original and a copy thereof.

- iv.Original Stock Analytical Report and a copy thereof
- v.Stock Receipt Certificate in original from DC, F&S, and two copies thereof.
- vi.Original of receipt of payment of Mandi Labour Charges paid (Showing break-up of activity-wise details) and a copy thereof.

vii.Copy of receipt of Transport Charges paid induplicate.

- viii.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.
- ix.Milling Certificate under the joint signature of Inspector/Sub-Inspector, F&S Deptt. concerned and the Rice Mill .
- x.Original delivery challan for CMR and a copy thereof.
- xi.Copy of tax invoice in duplicate duly countersigned by Rice Mill for purchase of once used gunny bags along-with utilization statement stating opening stock, purchase, consumption, closing balance.

xii. Any other document as may be required in future.

xiii.Copy of proof of delivery of CMR

Provided that:

- i) In the event of any deduction required for any quality deficiency, shortage or any nature by FCI or F&S Department, State Government, the same shall accordingly be deducted/recovered from the Rice Mill or adjusted against their claims / bills.
- ii) The Rice Mill 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 Rice Mill 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**, investing from its own fund, therefore the **Food and Supplies Department** reserves the right to deduct towards interest in case of delayed delivery beyond permissible limit in due time in the following manner:-

- (i) The Rice Mill 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 Rice Receipt Order by the DCF&S, the Rice Mill shall have to pay the acquisition cost of paddy (MSP + Market Fee + Transportation Charge) alongwith interest @ 10.50% per annum/as applicable from the 18th day of receipt of the paddy, the concerned DCF&S issued the Rice Receipt Order till the time he/she clears the due.
- (ii)In case any dispute arises the matter shall be referred to the Arbitrator.
- (iii) The State Government shall reserve the right for recovery of Government dues on account of outstanding CMR as per Bengal Public Demand Recovery Act, 1913.

G. VALIDITY OFAGREEMENT:

- i) This Agreement will remain valid till 30thSeptember 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** shall have the right and liberty to terminate this Agreement after giving a Notice of at least 15 (fifteen) days.
- ii) It is agreed and understood that the Terms and Conditions of the State Government / FCI / Central Government/ Food and Supplies Department 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 Secretary to the Food & Supplies Department, 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 Mill 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 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 shall 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** with Seal

1. Name:

Address:

Occupation:

Signature of SECOND PART with Seal

2. Name:

Address:

Occupation:

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

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

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

	Undertaking A	nnexure-I							
	Rice mills particulars								
1	Name of the rice mill								
2	Location of the rice mill								
3	Name of the proprietor								
4	Names of partners(in case of partnership)								
5	Are you a lessee 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								
		KMS 17-18:							
		KMS 18-19:							
10	Total diesel consumption during last three KMS	KMS 19-20:							
		KMS 17-18:							
		KMS 18-19:							
11	Total electricity consumption during last three KMS	KMS 19-20:							
		KMS 17-18:							
		KMS 18-19:							
12	Total quantity of paddy milled during last three KMS (in M	Γ) KMS 19-20:							
		KMS 17-18:							
	Are you a defaulter rice mill in respect to delivery of CMI	R in KMS 18-19:							
13	last three KMS	KMS 19-20:							
14	Paddy storage capacity (MT)		-						
15	Rice storage capacity (MT)								
16	Number of labourers working in the mill								

17	Do you have computer with internet connection?							
18	Milling capacity(per 8 hour) (in MT)							
19	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							
do her of my damag natura of the measu								
Name Signa Seal:								

TRI-PARTITE AGREEMENT

Between the CMR Agency, Co-operative Society/Self Help Group Sangha or Mahasangha /Farmer Producers Organization/Farmer Producers Company and Rice Mill.

The AGREEMENT entered on thisday of2020 between								
, a CMR agency selected by the Government of West Bengal for								
procurement of paddy during this KMS of 2020-21 hereinafter called as "CMR Agency" and								
epresented by the Managing Director/Chief Executive Officer (which expression shall, unless to be repugnant to the context or meaning thereof, be deemed to include his successors,								
PART.								
AND								
Mahasangha/Farmer Producers Organization/Farmer Producers Company), a								
Society/Organization Registered under the West Bengal Co-Operatives Societies								
Act/Companies Act, having its office at Vill, P.O, Block								
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								
Bengal, represented through its Executive Officer/Executants / Attorney / Proprietor / Partner /								
Managing Director / Director, hereinafter called as "Rice Mill" 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 .								
include its successor or successor-in-interest and assigns of the THIRD TAKT.								
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								
Average Quarry (1 AQ) at withinfull support time (wist) and Custom withing of the thereof								

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 Paddy Procuring Society 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 CMR Agency intends to engage
(Name of Co-operative Society /Self Help Group Sangha or Mahasangha /Farmer Producers
Organization/Farmer Producers Company), Vill, P.O
District, PIN, West Bengal, on the Terms &
Conditions herein contained to procure Fair Average Quality (FAQ) paddy and the Rice Miller
shall collect the FAQ paddy so procured;
AND WHEREAS the CMR Agency intends to engage
Name of Rice Mill) village, PO, PS Block
, District Pin Code on inter alia the terms and conditions contained
herein read with the provisions of the West Bengal Custom Milled Rice (Obligation & control)
Order, 2015.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 CMR Agency 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. Thatthe CMR Agency, do hereby
engage(Co-operative Society /Self Help Group
Sangha or Mahasangha /Farmer Producers Organization/Farmer Producers Company), to
procure FAQ paddy from the farmers at MSP and the Rice Miller, shall collect the FAQ paddy
so procured;
2. That the CMR Agency do hereby engage
, the Rice Mill, for conversion of paddy into CMR (parboiled/raw rice) as per the

as per various clauses of the West Bengal CMR (Obligation & Control) Order, 2015 and

specification issued in that behalf by the Government of India and on the terms and conditions contained in the West Bengal CMR (Obligation & Control) Order, 2015 and amendment if any from time to time as well as mentioned hereunder.

3.	That	Rice Mill		had	already	signed	the	bi-partite	agreement	with
th	e DCF	S	during KMS 2020-21	vide no.		. dated		• • • •		

A) PROCUREMENT AND MILLING OF PADDY

I) The Paddy Procuring Society will procure Fair Average Quality (hereinafter called "FAQ") paddy as per specifications contained in the West Bengal CMR (Obligation & Control) Order, 2015 at the Minimum Support Price (hereinafter called "MSP") i.e. @ Rs. 1868/-per quintal for common paddy directly from the farmers by opening Purchase Centres on behalf of the Agency and give acknowledgement of receipt of paddy to the farmers on the reverse side of the Farmers' Registration Card and obtain acknowledgement duly verified by the concerned Sub-Inspector / Inspector of Food & Supplies or Co-operative Inspector or authorized official of Government of West Bengal and representative of the Agency in respect of purchase of paddy from farmers at MSP. The Paddy Procuring Society will ensure opening of maximum number of Purchase Centres on behalf of the Agency. The Paddy Procuring Society shall not procure Grade A paddy unless specifically permitted.

II) The Rice Mill will purchase once used gunny bags for packing of paddy at each procuring centre.

III) The progress of procurement of paddy (FAQ variety) and delivery thereof to the miller for the purpose of milling on day-to-day basis shall be done with due intimation to the CMR Agency. The Paddy Procuring Society shall perform the procurement operation online through 'e-paddy procurement portal' of the Food & Supplies Department.

Simultaneously, authorized representative of the Paddy Procuring Society shall remit the information of dispatch the paddy online through 'e-paddy procurement portal' to the tagged Rice Mill on each day. The tagged Rice Mill immediately within 24 hours accept the paddy online in the 'e-paddy procurement portal' using its login-ID. If the receipt of paddy is not accepted online within 24 hours, the same shall be automatically accepted by the system. The

Rice Mill shall be responsible to make all arrangement to receive, store it safely, temporarily and transport the paddy physically under its own arrangement from the purchase centre within 24 hours. The CMR agency shall have the responsibility of carrying out procurement from the farmers till the delivery of CMR at the designated godown of the Food & Supplies Department or FCI godown.

CMR Agency shall have the primary responsibility in respect to any violation on behalf of the Paddy Procuring Society during paddy procurement process and delivery of CMR by the Rice Mill within the stipulated time frame of KMS 2020-21.

IV) The Paddy Procuring Society shall maintain correct records of paddy procured including physical balance which shall always be open for inspection and/or verification by officials of the CMR Agency 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 Paddy Procuring Society shall be bound to compensate on account of the said damages and/or shortages and/or losses.

V) Immediately after procurement of paddy, the Rice Mill shall collect it within 24 Hours positively from the purchase centre and transport to the concerned rice mill,

VI) Attempts will be made by all CMR agencies/ Paddy Procuring Society 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 Paddy Procuring Society 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 Paddy Procuring Society 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 Rice Mill shall keep the equipments such as Mini Grader, Moisture Meter, Analysis Kit and Weighing Scale available at each procurement centre.
- X) The Paddy Procuring Society 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 pool.

XI) It shall be the absolute responsibility of the Rice Miller, to collect paddy from the Paddy Procuring Society, acknowledge such receipt jointly with the Paddy Procuring Society, and carry out production of rice strictly in conformity with the quality specifications prescribed by the Government of India vide GOI no. 8-4/2020-S&I Dated 28.09.20 and 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 nonfulfilment of the other quality specifications laid down under the GOI specifications for KMS 2020-2021, read with Department's Notification in this regard, in case of failure the Miller shall be bound to compensate and make good for the loss, if any.

XII) The Rice Mill shall arrange for custom milling of paddy as follows:

The Rice Miller shall arrange for custom milling of the paddy within 10 (ten) days from the date of receipt by them and offer for delivery of CMR, online, through 'e-paddy procurement portal' using its login-ID 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 Rice Miller should also take necessary steps for obtaining Rice Receipt Order(R.R.O.) for effecting delivery of CMR within the above scheduled period and in the event of failure of completing delivery in-spite of having issued R.R.O., Food and Supplies Department, Government of West Bengal and/CMR Agencies will be at liberty to take penal action against the Rice Miller, which may include issue of notice to stop further delivery of paddy and recovery of already delivered paddy and initiation of proceedings under Bengal Public Demand Recovery Act 1913.

The Rice Mill 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	Rice	Receipt	Order
						(CMI	R Agency)	and/or C	Govi	t. will be	at liber	ty to ta	ake penal	action
ag	ainst	the Ric	ce N	Iill which	ch n	nay include i	ssue of no	otice to st	op f	further d	elivery o	of pade	dy and re	covery
of	alrea	dy deli	vere	ed paddy	·.									

Further, to mention that the Rice Mill as well as Paddy Procuring Societyis bound to deliver all proportionate resultant CMR within the period of KMS 2020-21.

XIII) (a) The Rice Miller shall be bound to deliver the CMR produced against paddy received
by them from the CPCs, DPCs and from CMR Agency; and in the event of failure to deliver the
rice to FCI/State Govt. Godown even after 15(fifteen) days of issuance of Rice Receipt Order
by the DCF&S, the Rice Miller shall have to pay the acquisition cost of paddy
(MSP + Market Fee + Transportation Charge) and along with interest @ 10.50 % per annum/as
applicable from 16 th day the DCF&S issued the concerned Rice Receipt Order till
the time he clears the due.

- (b) In case any dispute arises the matter shall be referred to the Arbitrator.
- (c) The State Government shall reserve the right for recovery of Government dues on account of outstanding CMR as per Bengal Public Demand Recovery Act, 1913.

XIV) In case the Rice Mill tagged with Centralized Procurement Centre (CPC) as well as with Paddy Procuring Society at any point of time for milling of paddy, then it shall be the obligation of the Rice Mill 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 Rice Mill, after receipt of paddy from the Paddy Procuring Society shall utilize entire milling capacity for conversion of paddy in CMR till such conversion is completed. The Rice Mill 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 CMR Agency having priority in that order.

XVI) The Rice Mill 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 CMR Agency and to the F&S Department and shall also be responsible in maintaining proper books and records to facilitate physical verification by the CMR Agency and/or any authorized officer of the concerned Government Department. This apart, the Rice Mill shall have to send daily information related to receipt of paddy from the CMR Agency, quantity of paddy milled, quantity of CMR delivered to F&S Department/FCI to the district official of the CMR Agency.

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 Rice Mill. Bills will be paid on the basis of actual quantity of rice received at the godown of specified quality.

XVIII) The Rice Mill shall be bound to deliver the CMR produced against paddy received by them from the Paddy Procuring Society on A/c of the CMR Agency 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 @ 10.50% from that day he received the stock till the time he clears the due.

XIX) The CMR Agency as well as the officials of the State Government shall have full right to access to the mill where the CPC and the CMR Agency'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 Rice Mill for safe and scientific storage of paddy and rice kept under its custody. The Rice Mill 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 Rice Mill.

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

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

B. **SECURITY DEPOSIT**

The Rice Miller, shall have to furnish security deposit in the form of BANK GURANTEE issued by any Nationalized Bank as per norms specified in the table below:-

Holding of quantity of Paddy in MT or its equivalent CMR	Amount of Bank Guarantee (BG)
Upto 500 MT	Rs. 15 Lakhs(Rupees Fifteen Lakhs only) or Post Dated Cheque (PDC) of Rs. 30 lakhs (Rupees Thirty Lakhs only) may also be given
501 MT to 1000 MT	Rs. 30 Lakhs (Rupees Thirty Lakhs only)
1001 MT to 1500 MT	Rs. 45 Lakhs (Rupees Forty five Lakhs only)
1501 MT to 2000 MT	Rs. 60 Lakhs (Rupees Sixty Lakhs only)
2001 MT to 3000 MT	Rs. 90 Lakhs (Rupees Ninety Lakhs only)
3001 MT to 4000 MT	Rs. 1.20 Crore (Rupees One Crore& twenty Lakhs only)
4001 MT to 5000 MT	Rs. 1.50 Crore (Rupees One Crore& fifty Lakhs only)
5001 MT onwards as above	BG at the rate of Rs. 30 lakhs per 1000 MT
up till 20000 MT being	-
maximum holding.	

However the Raw Rice Millers shall have to furnish compulsory security deposit in the form of Bank Guarantee of Rs. 50, 00,000/-(Rupees Fifty Lakh) only for participation in procurement like earlier KMSs but if the possession of paddy of any Raw Rice Mill exceeds 2000 MT, he/ she shall have to furnish Bank Guarantee of Rs. 60, 00,000/- (Rupees Sixty Lakh) only and so on for KMS 2020-21 as per the slabs mentioned above.

Rice Miller has to submit only one Bank Guarantee in case of execution of both Bi-partite and Tri-Partite Agreement and that has to be pledged before DCFS.

Notwithstanding anything mentioned in the table above, Department shall 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 shall be bound to execute that within 07 (seven) days.

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

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

2. The Rice Miller, 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 ------ CMR Agency or that of GOI/Government of West Bengal for that matter.
- ii) The milled rice so produced by the Rice 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 Rice Mill, the mouth of each gunny bag should be double lined machine stitched. Each bag must be stenciled mentioning the name of CMR Agency, Crop year 2020-21, 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, 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 CMR Agency and/or Govt. officials at any point of time.

iv) That the Rice Mill 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 Rice 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 CMR Agency. Any loss/damage sustained during storage of the rice prior to delivery to State/FCI godowns will be the responsibility of the Rice Mill and CMR Agency shall not be liable or responsible in any manner whatsoever.

D) TRANPORATION & DELIVERY OF CMR TO GODOWN

- i. It is the sole and absolute liability of the Rice Mill 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 CMR Agency, then the Rice Mill shall be solely liable to compensate the same out of its own account.
- ii. The Rice Mill after milling of paddy within time schedule and as per specification of GOI, will inform the representative of the CMR Agency, the quantity available for delivery for onward transmission to Food & Supplies Department/FCI after quality approved by the concerned authority. Simultaneously, the Rice Mill immediately offer the CMR to be delivered online in the 'e-paddy procurement portal' using it's login-ID. The Rice Mill will deliver the stock to FCI/State on receipt of instruction of the CMR Agency and obtain Cumulative 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

1. The Rice Mill has to submit the bills for incidentals to the concerned authority within 30 (Thirty) days after getting the Cumulative WQSC for a specific R.R.O..

2. The Paddy Procuring Society shall submit the final bills in triplicate for the delivered quantity of CMR and for claim of Commission, along with supporting documents and Rice Mill 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 CMR Agency as per the prescribed schedule of incidentals as will be declared by GOI in the Cost Sheet for KMS 2020-2021.

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 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 receipted 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) CumulativeWQSCs 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 Paddy Procuring Society in duplicate.
- j) Copy of receipt of Transport Charges paid in duplicate.
- k) MSP certificate duly signed by the Paddy Procuring Society 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 that:

- i) The Paddy Procuring Society 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 Rice Mill exclusively.
- iii) The Paddy Procuring Society and the Rice Mill, 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 Paddy Procuring Society as well as the Rice Mill 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) <u>VALIDITY OF AGREEMENT:</u>

- I) This Agreement will remain valid till the period of 30th September, 2021. 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, will have the right and liberty to terminate this agreement after giving notice of at least 15 (fifteen) days.
- II) It is agreed and understood that the terms and conditions of the State Govt./FCI/Central Govt./ CMR Agency 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 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 CMR Agency 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 RICE MILL:

The Rice Mill will be under obligations to mill the paddy received from the Paddy Procuring Paddy Procuring Society in the account of ------CMR Agency from different camps and deliver CMR in the designated godown (s) as per direction of the District Authorities / CMR Agency 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 Paddy Procuring Society/------ and it will be deemed that the Rice Mill 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 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 under the prevailing laws of the land. The Rice Mill 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.

WITNESSES (FIRST PART)

WITNESSES (SECOND PART)

WITNESSES

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

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

(THIRD PART)

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

	Undertaking	annexure-i					
Rice mills particulars							
1	Name of the Rice mill						
2	Location of the Rice mill						
3	Name of the proprietor						
4	Names of partners(in case of partnership)						
5	Are you a lessee rice miller (tick the correct box), attach the MOA	attach the MOA Yes No					
6	Contact no.						
7	E-mail id						
8	Year of set up						
9	Running on electricity/diesel						
		KMS 17-18:					
10	Total diesel consumption during last three KMS	KMS 18-19:					
		KMS 19-20:					
		KMS 17-18:					
11	Total electricity consumption during last three KMS	KMS 18-19:					
		KMS 19-20:					
		KMS 17-18:					
12	Total quantity of paddy milled during last three KMS (in MT)	KMS 18-19:					
		KMS 19-20:					
	Are you a defaulter rice mill in respect to delivery of CMP in last three	KMS 17-18:					
13	Are you a defaulter rice mill in respect to delivery of CMR in last three KMS	KMS 18-19:					
	KIVIS	KMS 19-20:					
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				
Ι	, son / daughter of Shri				
aged_	years, resident of in th	e district of,			
West	Bengal, do hereby declare that the information given above and in the enclose	sed documents are true to the			
best o	of my knowledge and belief and nothing has been concealed therein. I als	so declare that in case of any			
dama	ge of stock within three months of delivery in godowns at other district b	y me (other than any natural			
calam	nities), I will be liable to replace the quantum of stock at my own cost. I am	well aware of the fact that if			
the in	formation given by me is found false/not true at any point of time, legal mea	sures 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:					

ENQUIRY FORMAT FOR INCLUSION OF RICE MILLS (NEW)

- 1. Date & Time of inspection:
- 2. Name of Rice Mill with address:
- 3. Name of owner(s)/Director(s):
- 4. Ownership Pattern: Whether Leased Mill or not
- 5. Type of Mill (Raw/Par-Boiled/Both):
- 6. Whether the mill is running on electricity? If no, then source of electricity. Loading capacity in KVA-
- 7. Electricity consumption in last one year- . (Electric Bills are to be verified).
- 8. Does the Rice Mill is having FSSAI License? If Yes, then his Licence No.-
- 9. Amount of Rice Bran sold in last one year- (as per office records).
- 7. Per-Shift milling capacity of the Rice Mill: (MT)

 To calculate milling capacity, (a) Certificate of District authority is to be verified.

 (b)At the same time, existing machineries should be verified in working condition.
- 8. Details of land- whether Self-owned or Rented. Whether land documents submitted or not.
- 9. In case of par-boiled rice mills, whether up-to-date Boiler Certificate is produced or not.
- 10. Whether modern machineries like Sortex Machines are installed or not.
- 11. Whether machineries like Drier is in working condition or the mill is a "Traditional Chatal Rice Mill".
 - If the Drier is in working condition, then Capacity of Drier-
- 12. Whether Fire safety Certificate is produced or not.
- 13. Whether Pollution clearance Certificate is produced or not.
- 14. Whether Trade Licence is produced or not
- 15. (a) Whether the mill participated earlier in the paddy procurement process?

 -Yes/No
- (b) If yes above, then details of Progressive purchase/receipt of paddy and delivery of CMR (figures are in MT)--

Progressive Paddy purchased/received				Progressive CMR Delivered in		Default	
in Last 3 KMSs				Last 3 KMSs			amount of
KMS	CPC	CMR A/C		State	FCI	Total	rice, if any
year	Account	Agency	Quantity	Godown	Godown	1 Otal	
Total							

ANNEXURE-III

- 16. Whether hygienic condition is being maintained in the godown premises or not.
- 17. Whether sufficient godown space for storage of paddy as well as rice is available or not.
- 18. Whether QC treatment is being undertaken regularly in the storage godown or not. Details, if any.
- 19. Whether the mill was in running condition during inspection? If no, then, details of last date upto which the mill was in operation.

In case of running mill, a videography is to be done. All storage godowns and machineries (in running condition) should be videographed and DVD is to be submitted along with the enquiry report.

- 20. Whether Recommending inclusion for participation in the paddy procurement process:- Yes/No
- 21. Any other observation made during the inspection-
- 22. Concluding Remarks:-

Signatures of the	
Owner/Director/Authorised	Signatures of the Inspecting Officer(s)
Representative of Rice Miller	