

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

No. 4440 –FS/Sectt./Food/4P-09/2023

Dated: Kolkata, the 12.10.2023.

**ORDER**

**Subject: Agreements with Rice Mills/Paddy Procuring Societies/CMR Agencies  
for KMS 2023-24**

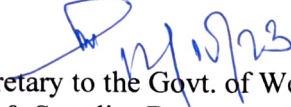
The Decentralized paddy procurement operations for KMS 2023-24 will run on the strength of the West Bengal Custom Milled Rice (Obligation & Control) Order, 2015 and other notifications / orders issued from time to time.

The Rice Mills who have been empanelled in the KMS 2023-24, shall have to sign two Bi-partite agreements (**Agreement – 1 & 2**), **first with the concerned DCF&Ss mandatorily (Agreement – 1)** and **thereafter with the CMR Agencies (Agreement – 2)**. The empanelled Paddy Procuring Societies [like Primary Agricultural Co-operative Societies(PACS)/ Primary Agricultural Marketing Societies(PAMS)/ Large Area Multipurpose Societies (LAMPS)/ Sanghas & Mahasanghas of Self Help Groups (SHGs) / Farmer Producer Organisations/ Companies (FPO/FPCs)] will also sign another Bi-partite agreement (**Agreement - 3**) with the CMR Agencies. The specimen copies of the Agreements are enclosed herewith.

DCF&Ss / all CMR Agencies shall take utmost care before signing the agreement to ensure that contents of the Bi-partite agreements are not modified.

The Bi-partite agreements shall be signed only after submission of valid Bank Guarantee (valid upto 31<sup>st</sup> October, 2024) from the Rice Miller.

**Encl: Specimen copies of Agreement 1, 2 and 3**


  
Additional Secretary to the Govt. of West Bengal  
Food & Supplies Department

Dated: 12.10.2023.

No. 4440-FS

Copy forwarded for information and necessary action to:-

1. The Pr. Secretary, Agricultural Marketing Department, Govt. of West Bengal.
2. The Pr. Secretary, Agriculture Department, Govt. of West Bengal.
3. The Pr. Secretary, Co-operation Department, Govt. of West Bengal.
4. The Managing Director, BENFED.
5. The Secretary, Panchayat & Rural Dev. Department, Govt. of West Bengal.
6. The Secretary (IT & Reforms Cell), Food & Supplies Department.
7. The Managing Director, WBECSC Ltd.
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 P.S. to Hon'ble Minister of State, Food & Supplies Department.
17. The District Controller of Food & Supplies, (All except Kalimpong).
18. The Sr. P.S. to the Secretary to the Govt. of West Bengal, F & S Department.
19. The President, Bengal Rice Mills Association.

  
Additional Secretary to the Govt. of West Bengal  
Food & Supplies Department

No.-DCFS/PROC/CPC/DPC/2023-24/.....

DATED- ...../...../2023

## **BIPARTITE AGREEMENT – 1**

**WITH RICE MILL AND DISTRICT CONTROLLER, FOOD & SUPPLIES FOR MILLING OF  
PADDY PURCHASED BY THE FOOD & SUPPLIES DEPARTMENT,  
GOVERNMENT OF WEST BENGAL**

This AGREEMENT entered on..... day of .....2023  
between the **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)  
.....District, (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 or by the Director, DDP&S or the Food & Supplies Department) of the **FIRST PART**

**AND**

M/s. .... (Name of the Rice Mill) having its  
registered office at .....and Rice Mill  
located at ..... (complete address), in **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 procures common variety paddy of Fair Average Quality (FAQ) at Minimum Support Price (MSP) with or without additional incentive from the farmers and to ensure timely delivery of resultant rice after custom milling of the same under **Decentralized Procurement Scheme** in the **Kharif Marketing Season (KMS) 2023-2024**.

**AND**

**WHEREAS**, the State of West Bengal being the DCP State, who has signed the MoU with the Government of India for procurement for rice itself for the Public Distribution System, is carrying out the procurement of paddy at Minimum Support Price (MSP) directly from the farmers at Centralized Procurement Centers (CPC) (CPC includes Direct Purchase Centers and mobile CPCs fixed by the District Administration and any other Purchase Center notified by Government) and conversion of the same into Custom Milled Rice (CMR) and delivery of CMR to various State Godown(s) or Designated Godown of Food & Supplies Department, Govt. of West Bengal and/ or FCI, as State Agent for the KMS 2023-2024.

**AND**

**WHEREAS**, the above-mentioned Rice Mill have been empanelled by the Food & Supplies Department for providing support in carrying out the milling operations and delivery of the CMR as per the terms and conditions detailed in this Agreement read with the provisions of the West Bengal Custom Milled Rice (Obligation & Control) Order, 2015 and other instructions, Guidelines, Standard Operating Procedures issued and as amended from time to time.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**A) INTERPRETATIONS :**

1. The Procurement / Purchase Centre means any permanent, temporary or mobile Purchase Center known or defined by any name such as Centralized Procurement Centres (CPCs), Direct Purchase Camps (DPCs), mobile CPCs (mCPCs) or other procurement centers or camps established for the purpose of purchase of paddy from the farmers by the State Government.
2. Minimum Support Price (MSP) means Purchase Price of the paddy of the specified quality from the farmers as declared by GOI with or without incentives, if any, declared by the State Govt. for the KMS 2023-2024.
3. Words and expressions used but not defined herein but defined in the West Bengal Custom Milled Rice (Obligation & Control) Order, 2015 shall have the same meaning as assigned to them in the said order.
4. Paddy Procuring Society means Primary Agricultural Co-operative Society / Primary Agricultural Marketing Society / Sangha or Mahasangha of Self-Help Groups / Farmer Producers Organization/Farmer Producers Company), etc. engaged by CMR Agencies for purchase of for the purpose of purchase of paddy from the farmers on behalf of the State Government.

## **B) RECEIPT AND TRANSPORTATION OF PADDY:**

1. The **Food and Supplies Department** will purchase paddy directly from the farmers at various Procurement / Purchase Centres notified by State Govt. by paying MSP during the KMS 2023-2024.
2. The **Food and Supplies Department** will also purchase paddy directly from the farmers by paying MSP at various other Direct Purchase Camps (DPCs), mobile CPCs (mCPCs) or other procurement centers / camps to be set up at various locations to be decided in consultation with the Local Administration.
3. The Rice Mill will purchase and use “once used gunny bags” for packing of paddy at each procuring centre for transportation to Rice Mills.
4. The Rice Mill, shall be liable to attend any of the purchase centers as will be tagged by the District Controller (F&S) from time to time on different days.
5. The Rice Mill, will arrange and provide necessary logistic supports, such as providing labors, empty once used gunny bags (as per GOI guidelines) and authorized means of transportation of paddy from such purchase centers.
6. The Rice Mill shall also assign / tag an “Authorized Person” at all the purchase centers assigned to the rice mill to oversee the Fair Average Quality of such paddy and take its delivery from the authorized officer of the purchase center.
7. The rice mill will make timely arrangement for placement of adequate numbers of authorized category of vehicles for transporting the paddy purchased at these purchase centers depending upon the quantity of the paddy purchased at these centers and the road conditions.
8. The rice mill shall arrange for the weighing and loading of the paddy purchase at the purchase centers.
9. The paddy purchased by the **Food and Supplies Department** everyday at purchase centers shall be handed over to the authorized representative of the Rice Mill in the prescribed manner.
10. Before taking over the paddy from the paddy purchase centers, the Rice Mill will satisfy himself regarding 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 received by the Rice Mill.
11. Any disagreement regarding the dispatch should be taken up in writing with the DCF&S immediately within 24 hours.
12. The Rice Mill shall be responsible to make all arrangement to receive, transport, store it safely temporarily and transport the paddy physically under its own arrangement and security from the purchase centre immediately.

## **C) MILLING OF PADDY:**

1. The Rice Mill, shall be responsible to maintain stock account of paddy on day-to-day basis and shall also be responsible in maintaining proper records as prescribed by the Food

&Supplies Department from time to time to facilitate physical verification by the **Food and Supplies Department** or any authorized officer of the Government of West Bengal/ Government of India (GoI), at any point of time with or without notice.

2. It shall be the absolute responsibility of the Rice Mill to carry out production / milling of rice / fortified rice and/or blending with Fortified Rice Kernel (FRK), strictly in conformity with the quality specifications prescribed by the Government of India(GoI), vide no. 8-4/2021-S&I Dated 20.09.2021 and Government of West Bengal (GoWB) order no. 01-FS dated 03.01.2022 read with order no. 3913-FS dated 20.09.2023 and subsequent order/ amendments thereof & as per prescribed extraction ratio of 68% in case of Parboiled Common Rice and that of 67% in case of Raw Common Rice. 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 and/or GoWB specifications for KMS 2023-2024 read with Department's Notifications, 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 be responsible to properly store the paddy in countable stacks, store Fortified Rice Kernels, blending with FRK, storage of Milled Rice in Bulk form or storage of packed rice in proper countable stacks at all times so as to ensure its quality at all times as per the specifications.
4. The Rice Mill shall be liable to maintain upto date stock register and physical stock 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.
5. **Delivery of CMR :** The Rice Mill shall make the offer for the delivery of CMR online through 'e-paddy procurement portal' **within 20 (twenty) days from the date of receipt of paddy** from the purchase centers 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 15 (fifteen) days from the date of receipt of Rice Receipt Order (RRO)**. The Rice Mill shall take necessary steps for obtaining RRO for effecting delivery of CMR within the above scheduled period.
6. **Penal Provision for delay in delivery of CMR:** In the event of failure of completing delivery in-spite of having issued RRO within 15 days, **Food and Supplies Department may impose a penalty @Rs. 10 per MT of rice per day till delivery of the CMR.**

If the Rice Mill fails to deliver rice within 60 days from the date of receipt of paddy, no paddy allotment shall be done to that Rice Mill till the delivery of CMR against the paddy already taken.

If the Rice Mill fails to deliver rice within 30 days from the date of issuance of RRO, no paddy allotment shall be made to that Rice Mill till the delivery of CMR for which RRO has been issued. This may also lead to initiation of proceeding under Bengal Public Demand Recovery Act, 1913.

7. **The stocks of rice shall be subject to the inspection as per CMR Control Order and/or as per any other order or notification issued by the Govt. of India/Government of west Bengal from time to time.**
8. At the time of delivery, 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.
9. The Rice Mill shall be bound to timely 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** reserves the right to take appropriate legal steps against the Rice Mill and /or its owner.
10. The **Food and Supplies Department shall** not be responsible for any shortage or damage or deterioration of the quality 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.
11. 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 unmilled paddy shall not be construed in any manner to be trespass on the premises of the mill and cost of such shifting will be billed to the Rice Mill.
12. 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 against fire and allied perils/damage 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.
13. If any Rice Mill is tagged with CPC as well as with a Paddy Procuring Society working as an agent of CMR agency at any point of time for milling of paddy, then it shall be the obligation of the Rice Mill to give priority for collecting paddy from the CPC it is tagged with and milling thereof.

**D) SECURITY DEPOSIT:**

1. The Rice Mill shall have to furnish **Security Deposit** in the form of **BANK GUARANTEE** issued by any Scheduled Commercial Bank in India including the Scheduled Co-operative Banks (Excluding Foreign Scheduled Bank) as per the Bank Guarantee fixed by the Government from time to time for receiving a specified quantity of the paddy.
2. Rice Miller has to submit and pledge the Bank Guarantee to the DCFS.
3. No paddy shall be allotted or Rice Mills shall not be authorized to receive paddy from any

purchase center without submitting the valid bank Guarantee.

4. The genuineness of the Bank guarantee submitted by the Rice Millers will be subject to verification by the District Controllers from the issuing banks. In case the submitted BG is found not genuine or valid, paddy will be stopped to be handed over to the Rice Mill and legal action will be initiated against the Rice Mill.
5. 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 or the performance of the rice mill during the KMS and the concerned Rice Mill shall be bound to execute that within 07 (seven) days from the date of communication of such information. The Department reserves the right to encash the Bank Guarantee, partially or fully, as applicable, in case of failure of the CMR delivery by the Rice Mill or violation of any terms and conditions of agreement and/or non-compliance of order/ guidelines on paddy procurement in KMS 2023-24.
6. The validity period of the Bank guarantee shall be till 31<sup>st</sup> October, 2024. However, in case of early delivery of CMR against the entire paddy delivered for the whole season, the BG may be released after one month from the date of completion of last delivery of CMR by the Rice Mill.

**E) PACKING & STORING OF CUSTOMMILLED RICE:**

1. The Rice Mill shall arrange for obtaining of new SBT gunny bags / HDPE/PP 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 2023-24 for delivery of CMR in the account of **Food and Supplies Department**.
2. The Rice Mill shall maintain proper records of stock of gunny bags / HDPE/PP bags received, used and delivered, paddy received, paddy milled, FRK received, CMR and FRK blending, CMR produced and delivered to State / FCI godowns.
3. The physical stock of paddy, FRK, CMR, Gunny bags on a/c of **Food and Supplies Department** 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 stated above.
4. The Rice Miller shall maintain separate stacks / stocks and compartment for storing the paddy and rice purchased and processed by him under private account and shall properly mark and identify this stock in the godown at all times.
5. The Rice Miller shall maintain separate Stock Registers, keep them updated immediately at the moment when any transaction is made, and shall produce the books of accounts and stock registers to the inspecting officials on demand.
6. **Proper Packing of the CMR :** The milled rice so produced by the concerned Rice Mill shall have to be packed in SBT new gunny bags or in HDPE/PP 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, Government of West Bengal, KMS 2023-2024**, net weight, variety of rice, logo and other details in case of rice / fortified rice and Name of the Rice Mill.

7. Each miller shall be bound by the decision/policy of Food & Supplies Department of India/State Food & Supplies Department regarding the once used/ old gunny bags for filling and storage of paddy in KMS 2023-24 and other orders, notifications, circulars etc. that may be issued from time to time.
8. 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 or deterioration of the quality 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.

**F) TRANSPORTATION & DELIVERY OF CMR TO GODOWN:**

1. The Rice Mill, after milling of paddy, shall offer for delivery of the CMR to the District Controller(F&S). The Rice Mill shall deliver the stock on receipt of RRO from the District Controller(F&S) following the procedure contained in the Food & Supplies Department orders issued 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. CMR will be received in new **gunny bags / HDPE/ PP bags**, each with 50 Kg. capacity only having prescribed specification in respect of size and weight, supplied by the WBECSC Ltd. Or any other agency on behalf of the Department. The rice shall be packed in standard size, double lines machine stitched bags. The CMR shall be packed and sealed in the **gunny bags / HDPE/ PP bags** only as stipulated by Govt. of India vide No.15 (8)/2006-PY.III dated 08.08.2006 and order/ guideline issued from time to time. Entire CMR shall be supplied by the Rice Miller in 50 Kg. Gunny bags as per the directions of the Govt. of India/State Food & Supplies Department. As regards packing and stitching, **colour coding** of rice bags to facilitate identification of crop year of stock, Govt. of India's instruction vide No.15(1)/2012-Py.III (367559) Dated 07/03/2023 or any amendment thereof shall be strictly followed.
3. The transportation and delivery of CMR on account of **FOOD AND SUPPLIES DEPARTMENT / FCI** shall be the responsibility of the Rice Mill and the transportation charges will be reimbursed as per Government orders from time to time.
4. **The Miller shall not fudge or manipulate any figure, records, invoices, documents, registers, etc. related with the custom milling for taking undue benefit. If found guilty, he shall be punished in accordance with law, besides being blacklisted.**



**G) PAYMENT FOR MILLING, TRANSPORT, ETC. :**

1. The Rice Mill shall be entitled to have payment of all incidentals like Mandi Labour Charges, Milling charges, Transportation of Paddy, Driage, etc. as per the Provisional Cost Sheet issued by the GoI for KMS 2023-2024 and subsequent orders of the Govt. of West Bengal in this regard. The payment will be reimbursed to the Rice Mill after submission of bills in the prescribed manner.
2. The Rice Mill will submit the bills for milling charges and other incidentals to the concerned authority within 30 (Thirty) days after getting the Cumulative WQSC for a specific R.R.O.
3. **The Bills should be submitted in accordance with the order no. 2581-FS dated 06.08.2021 and subsequent amendments.**
4. Additional terms and conditions related with the payment:
  - 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.
  - iv. 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 / penalty in case of delayed delivery beyond permissible limit in due time in the following manner :-
    - a) If no genuine offer is made for delivery of the CMR, from the date of receipt of paddy within 60 days the Rice Mill shall be treated as of questionable performance. Further delivery of any paddy to the Mill may also be stopped.
    - b) The Rice Miller shall be bound to deliver the CMR produced against paddy received by them within the stipulated time. Any false Offer or delay in delivery after issuance of RRO by DCF&Ss shall be a violation of clause 21 of the CMR Control Order, 2015 or as amended from time to time.
    - c) Any delay of delivery, of more than 15 days after issuance of RRO shall attract a penalty on the Rice Mill @ Rs. 10 per MT of rice per day of delay beyond 15 days. This provision may be invoked if the delay cannot be reasonably justified by the Rice Mill.
    - d) In the event of failure to deliver the rice to FCI/State Govt. Godown, the Rice Miller shall have to pay the acquisition cost of paddy (MSP + Incidental Charges like Mandi Labour Charges, Milling charges, Transportation of Paddy, Driage

etc.) along with interest @ 11 % per annum as applicable from the date of receipt of paddy. In case any dispute arises the matter shall be referred to the Arbitrator.

4. 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.

#### H) **OBLIGATION OF RICE MILLER:**

1. The Rice Miller agrees to comply and obey all the terms and conditions mentioned in the Bi-Partite agreement – 1 and 2, CMR Control Order, 2015, Orders, Guidelines, Standard Operating Procedures issued or as amended from time to time.
2. The Rice Miller agrees to comply and obey with its obligations and responsibilities concerning the Rice Mill under the provisions of the Bi-Partite agreement – 1 and 2, CMR Control Order, 2015, Orders, Guidelines, Standard Operating Procedures issued or as amended from time to time by the Government for procurement of paddy for KMS 2023-24.
3. The Rice Miller at the time of empanelment shall submit the copy of audited balance sheet for the Financial Year 2021-22, 2022-23 and its CIBIL Score, which shall be verified to determine the financial health of Rice Mill.
4. The Rice Miller at the time of empanelment shall also submit the declaration stating that, Rice Mill is not declared as NPA by any Bank /Financial Institution and no such proceedings under declaration NPA are pending against that Rice Mill as on the date of signing the agreement.
5. **The Rice Mill shall arrange for affixing Banners in front, rear and left side of the vehicle used for transporting the paddy from the purchase centers while on each trip. The Banner shall display information as per given format by DCF&S or CMR agency.**
6. The Rice Mill, after receipt of paddy from the Purchase Centers shall utilize entire milling capacity for conversion of paddy in CMR on priority 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 delivered CMR processed out of paddy given at the Centralized Purchase Centers and Purchase Centers run by the CMR Agency having priority in that order.
7. **Rice Miller (who is not engaged in private milling):**
  - a) The **Rice Miller (who is not engaged in private milling)** shall have to maintain the stock of the Govt. paddy (in bags of uniform weight stacked up in a countable position and in bulk) and its resultant rice (in bags of uniform weight stacked up in a countable position and in bulk) in a well demarcated place.
  - b) **All the transactions regarding stock transferred for milling of paddy, offering of rice, generation of challan for delivery of rice shall be done online in the portal using his login credential before physical/ actual movement.**
  - c) Following shall be considered as **non-compliance** in manner of storage and maintenance of stock register and penalties imposed:

- i. In case the physical stock of paddy and/or rice are not properly stacked and marked for identification,
  - ii. In case there is any discrepancy noticed between the online stock and physical stock.
- d) If any of the above violation is found, the Rice Miller shall be liable for a penalty of a minimum of Rs. 1 lakh for each violation. In case the stock of paddy and / or rice is found short or damaged or quality deteriorated, the Rice Miller shall be deemed to have contravened Clause 21 (e) of CMR Control order 2015 or as amended from time to time. The cost of paddy and /or rice shall be calculated as provided in the “Explanation” to the Clause 21 of the CMR control Order.

**8. Rice Miller (engaged in private milling also):**

- a) The **Rice Miller (who is engaged in private milling also)** shall have to maintain the stock of the Govt. and private paddy (in bags of uniform weight stacked up in a countable position and in bulk) and its resultant rice (Govt. and private both) (in bags of uniform weight stacked up in a countable position and in bulk) **separately in well demarcated places** in such a manner that the private and Govt. stock are well identifiable and countable and measurable at all time. Any bulk paddy or rice shall have to be stacked at the time of inspection, if the Govt. paddy or rice is not in countable and measurable condition.
- b) All the transactions regarding acknowledgement of paddy receipt, stock transferred for milling of paddy, offering of rice, generation of challan for delivery of rice shall be done online in the portal before or at the time of physical/ actual execution.
- c) The Rice Miller shall maintain separate registers for the paddy and/or rice purchased and processed by him under private account and shall keep it updated immediately at the moment when the transaction is made and shall produce the books of accounts and stock to the inspecting officials on demand.
- d) Following shall be considered as **non-compliance** in manner of storage and maintenance of stock register and penalties imposed:
  - i. In case the physical stock of paddy and/or rice against Govt. and private account are not properly and separately stacked,
  - ii. In case there is any discrepancy noticed between the online stock and physical stock,
  - iii. In case the stock registers of the private stock of paddy and/or rice are not properly and separately maintained and identified.
- e) If any of the above violation is found, the Rice Miller shall be liable for a penalty of a minimum of Rs. 2 lakh for each violation. In case the stock of paddy and / or rice is found short or damaged or quality deteriorated, the Rice Miller shall be deemed to have contravened Clause 21 (e) of CMR Control order 2015 or as amended from time to time. The cost of paddy and /or rice shall be calculated as provided in the “Explanation” to the Clause 21 of the CMR control Order.

9. The Miller shall facilitate physical verification of stocks and books by the Food and Supplies Department or any authorized officer of the Government of West Bengal/Gol/ concerned CMR Agencies, at any point of time.
10. In case it is detected at any point of time that the Mill was a defaulter Rice Mill in earlier KMSs transferred either through sale/lease or any other mode to the present owner, it will be obligatory on the part of present owner to pay the cost of the default quantity with accrued interest.
11. If the premises of a defaulter miller is sold by a Bank/financial institution by way of open auction, or otherwise disposed of by such Bank/financial institution, either by adoption of proceedings under the SARFAESI Act or other applicable law after the date of issue of this policy, the purchaser of such premises and the premises itself shall be treated as defaulter.
12. The Rice Mill shall make the offer for the delivery of CMR online through 'e-paddy procurement portal' **within 20 (twenty) days from the date of receipt of paddy** from the purchase centers 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 15 (fifteen) days from the date of receipt of Rice Receipt Order (RRO)**.
13. The Rice Mill shall take necessary steps for obtaining Rice Receipt Order (RRO) for effecting delivery of CMR within the above scheduled period.
14. Rice Mill which fails to comply with the timeline above will be treated as Rice Mill of questionable performance.
15. If the Rice Mill fails to deliver its assigned or agreed responsibilities within the stipulated time or procedure it agrees to the penalty or any other measure taken by the government or its authorized representatives.
16. In the event of any breach of terms & conditions of the agreement and or any violation of the provisions as contained in the said Control Order, the miller shall also attract penal action as per provision of Indian Penal Code and the E. C. Act, 1955.
17. The Rice Mill shall be under obligations to mill the paddy purchased by the Food & Supplies Department from different Purchase Centers and deliver CMR in the designated godown(s) as per direction of the District Authorities / Food and Supplies Department at the out turn ratio as referred hereinabove. 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 or deterioration of the quality of paddy or rice 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.
18. The rice miller shall not mortgage, gift, sell, lease or transfer the mill by any means to any other person/entity/bank/financial institution till the dues of Custom Milled Rice are cleared to the DCF&S or the concerned CMR agency.

19. The Rice Mill agrees to not to make any change in the nature, character or ownership of firm. In case of Sole Proprietorship, Partnership Firm, Private Limited Company, Limited Liability Partnership and Societies, there shall be a complete ban on change of Proprietor, Partners, Directors or Members of Societies once an agreement has been entered into for Custom Milling of Paddy or a mill is allotted for Custom Milling or the Paddy is stored in the mill for Custom Milling till the entire Custom Milled Rice due is delivered and account is settled with concerned Agency. However, in case of death of any Sole Proprietor/Partner/ Director/Member of Society, then Director, can consider such request for change of management/ ownership on merit of the case.

**I) VALIDITY OF AGREEMENT:**

1. This Agreement will remain valid and terms and conditions will have full force until any obligation incurred under this agreement is fulfilled by either of the parties hereto or till three (3) months after delivery of the entire CMR against the paddy so received, whichever is later.
2. 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 without assigning a reason.
3. 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.

**J) SETTLEMENT OF DISPUTES & JURISDICTION OF COURT ETC.:**

1. All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever shall be referred to the sole arbitration of an Arbitrator to be appointed by the Secretary, Food & Supplies Department. The award of the Arbitrator shall be final and binding on the parties to the contract.  
Provided that any demand for arbitration in respect of any claim(s)/dispute between both the parties, under the contract shall be in writing and shall be made within one year of the date of completion or expiry of the period of contract. If the demand is not made within the period, the claim(s) of the Miller shall be deemed to have been waived off and the agency shall be released of all liabilities under the contract in respect of these claims. The cost for and in connection with arbitration shall be the discretion of the Arbitrator who may make suitable orders in his award.
2. The award of such arbitrator shall be final and binding on all the parties to the contract.
3. Subject as aforesaid, the Arbitration and Conciliation Act 1996, the Arbitration and Conciliation (Amendment) Act 2015 or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. However, the cases of fraud, theft, misappropriation etc. on the part of the miller are not covered under this clause and in such cases legal proceedings as deemed fit shall be initiated by the agency against the miller as well as against the sureties.

4. In cases where documents of agreements are lost during arbitration/civil proceedings and the miller has delivered even a single consignment of custom-milled rice to the Agency, it shall be presumed that the Agreement containing the Arbitration Clause did actually exist but has been deliberately lost by some vested interests. This Clause shall be acceptable to all the stakeholders.
5. Further, it is expressly agreed & declared by & between the parties here to that all amounts due to the Food & Supplies Department under terms of the agreement if not paid in time be recoverable under Bengal Public Demand Recovery Act 1913 (Bengal Act 3 of 1913) or through Civil Court & shall bear interest at the rate of 12% per annum from the date when such payment falls due up to the date of final recovery.
6. Besides criminal action shall also be taken against the defaulting millers for any shortage / diversion / misappropriation in appropriate court of law within the State of West Bengal following the provisions of law in force.
7. The District Controller, Food & Supplies, is empowered to initiate both civil and criminal action against the defaulting miller in appropriate Court of Law on behalf of the Food & Supplies Department.

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

SIGNED AND DELIVERED at Kolkata on this the..... ..day of....., 2023 within Kolkata Court jurisdiction.

Signature of FIRST **PART** with Seal

**WITNESS:-**

Name:

Address:

Occupation:

Signature of SECOND **PART** with Seal

Name:

Address:

Occupation:

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

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

**Affix recent colour passport size photograph of Owner/Director / Partner 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/Directors/Members		
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		
10	Total diesel consumption during last three KMS	KMS 20-21	
		KMS 21-22	
		KMS 22-23	
11	Total electricity consumption during last three KMS	KMS 20-21	
		KMS 21-22	
		KMS 22-23	
12	Total quantity of paddy milled during last three KMS (in MT)	KMS 20-21	
		KMS 21-22	
		KMS 22-23	
13	Are you a defaulter Rice Mill in respect to delivery of CMR in last three KMS(Write YES / NO)	KMS 20-21	
		KMS 21-22	
		KMS 22-23	
14	Paddy storage capacity (in MT)		
15	Rice storage capacity (in MT)		
16	Power and capacity (MT/hr) of the Blending Machine		
17	Number of laborers working in the mill		

18	Do you have computer with internet connection?	
19	Milling capacity(per 8 hour) (in MT)	
20	Do you have an individual boiler certificate? If yes boiler number and valid upto	
21	Do you have a pollution certificate? If, yes valid upto	
22	Do you have audited balance sheet of last 3 year?	
23	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	
24	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 organization in any court of law, and that  
the executed agreement shall be liable to be cancelled, and appropriate legal steps will be taken  
against me.

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

**Name:**  
**Signature:**  
**Seal:**



**BIPARTITE AGREEMENT – 2**  
**Between the CMR Agency**  
**and Rice Mill**

The AGREEMENT entered on this .....day of .....2023 between....., a CMR agency selected by the Government of West Bengal for procurement of paddy during this KMS of 2023-24 hereinafter called as “**CMR AGENCY**” 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

M/s. .... (**Name of the Rice Mill**) having its registered office at .....and Rice Mill located at ..... (complete address), in **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 **SECONDPART**.

WHEREAS the Food & Supplies Department, Government of West Bengal has authorised.....(Name of CMR Agency)as State Agency for

procurement of paddy of Fair Average Quality (FAQ) at Minimum Support Price (MSP) from the farmers and Custom Milling of paddy thereof and delivery of resultant Custom Milled Rice (CMR), as per various clauses of the West Bengal CMR (Obligation & Control) Order, 2015 and subsequent amendments thereof, if any, in the **Kharif Marketing Season (KMS) 2023-2024**.

AND

WHEREAS .....(Name of CMR Agency) being awarded with the right and duty 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 or any other price fixed by the Government directly from the farmers by making payment to the farmers,

AND

WHEREAS the CMR Agency has engaged various Paddy Procuring Societies, on the Terms & Conditions contained in the agreement executed between the CMR Agency and the Paddy Procuring Society to procure Fair Average Quality (FAQ) paddy so that the Rice Miller shall collect the FAQ paddy so procured by the Paddy Procuring Society;

AND

WHEREAS the CMR Agency intends to engage \_\_\_\_\_(Name of Rice Mill) 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 receive the paddy so purchased by the Paddy procuring society on behalf of the CMR Agency and to carry into effect the work of receipt of paddy, transport to Rice Mill, conversion of paddy into CMR (parboiled/raw rice) in accordance with the specification of Government of India and delivery of CMR as per the direction of CMR agency or District Controller of Food & Supplies of the district or any other officer authorized by the Food & Supplies Department and CMR Agency has agreed to accept such engagement.

AND

WHEREAS the Rice Mill has already signed the bi-partite agreement with the DCFS ..... , during KMS 2023-24 vide no. .... dated .....

NOW, THEREFORE, the CMR Agency do hereby engage....., the Rice Mill, for receipt of paddy, transportation of paddy to the Rice Mill, conversion of paddy into CMR (parboiled/raw rice) and transportation, delivery of the CMR to the designated godowns as per the specification issued by the Government of India and on the terms and conditions contained in the West Bengal CMR (Obligation & Control) Order, 2015, Paddy Procurement Guidelines for KMS 2023-24 and amendments, if any, from time to time as well as mentioned hereunder.

The .....CMR Agency reserves the right to execute the Bipartite agreement with as many as Rice Mills as it deems necessary for milling of paddy in the district and assigned to different purchase centers as it deems fit at its sole discretion. The Rice Mill shall not have any right or demand whatsoever in this matter.

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

**A). INTERPRETATIONS:**

1. The Procurement / Purchase Centre means any permanent, temporary or mobile Purchase Center known or defined by any name such as Centralized Procurement Centres (CPCs), Direct Purchase Camps (DPCs), mobile CPCs (mCPCs) or other procurement centers or camps established for the purpose of purchase of paddy from the farmers by the State Government.
2. **Minimum Support Price (MSP)** means Purchase Price of the paddy of the specified quality from the farmers as declared by GOI with or without incentives, if any, declared by the State Govt. for the KMS 2023-2024.
3. Words and expressions used but not defined herein but defined in the West Bengal Custom Milled Rice (Obligation & Control) Order, 2015 shall have the same meaning as assigned to them in the said order.
4. **Paddy Procuring Society** means Primary Agricultural Co-operative Society / Primary Agricultural Marketing Society / Sangha or Mahasangha of Self-Help Groups / Farmer Producers Organization/Farmer Producers Company), etc. engaged by CMR Agencies for purchase of for the purpose of purchase of paddy from the farmers on behalf of the State Government.

**B). RECEIPT AND TRANSPORTATION OF PADDY:**

1. The Food and Supplies Department has decided to purchase paddy directly from the farmers at various Procurement / Purchase Centres notified by State Govt. by paying MSP during the KMS 2023-2024.
2. The Rice Mill will purchase and use “once used gunny bags” for packing of paddy at each procuring centre for transportation to Rice Mills.
3. The Rice Mill, shall be liable to attend any of the purchase centers as will be tagged by the CMR Agency or District Controller (F&S) from time to time on different days.
4. The CMR agency / Paddy Procuring Society will upload the detailed location and schedule the camp in the portal normally thirty (30) days but not less than fifteen (15) days before the actual holding of the camps or as directed by the Food & Supplies Department from time to time.
5. The Paddy Procuring Society shall purchase the paddy from the farmers.
6. The Rice Mill, will arrange and provide necessary logistic supports, such as providing labors, empty once used gunny bags (as per GOI guidelines) and

authorized means of transportation of paddy from such purchase centers.

7. The Rice Mill shall also assign / tag an "Authorized Person" at all the purchase centers assigned to the rice mill to oversee the Fair Average Quality of such paddy and take its delivery from the authorized officer of the purchase center.
8. The rice mill will make timely arrangement for placement of adequate numbers of authorize category of vehicles for transporting the paddy purchased at these purchase centers depending upon the quantity of the paddy purchased at these centers and the road conditions.
9. The rice mill shall arrange for the weighing and loading of the paddy purchase at the purchase centers.
10. The paddy purchased by the **Food and Supplies Department** everyday at purchase centers shall be handed over to the authorized representative of the Rice Mill in the prescribed manner.
11. Before taking over the paddy from the paddy purchase centers, the Rice Mill will satisfy himself regarding 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 received by the Rice Mill.
12. Any disagreement regarding the dispatch should be taken up in writing with the CMR Agency or DCF&S immediately within 24 hours.
13. The Rice Mill shall be responsible to make all arrangement to receive, transport, store it safely temporarily and transport the paddy physically under its own arrangement and security from the purchase centre immediately.
14. All other provisions of the Bipartite Agreement executed between the District Controller, F&S and the Rice Miller, regarding purchase of the paddy, delivery, dispatch, acknowledgment, etc. shall apply to the Rice Mills as in the case of purchase at CPCs.

**C). MILLING OF PADDY:**

1. The Rice Mill, shall be responsible to maintain stock account of paddy on day-to-day basis and shall also be responsible in maintaining proper records as prescribed by the Food & Supplies Department from time to time to facilitate physical verification by the **Food and Supplies Department** or any authorized officer of the Government of West Bengal/ Government of India (GoI), at any point of time with or without notice.
2. It shall be the absolute responsibility of the Rice Mill to carry out production / milling of rice / fortified rice and / or blending with Fortified Rice Kernel (FRK), strictly in conformity with the quality specifications prescribed by the Government of India (GoI), vide no. 8-4/2021-S&I Dated 20.09.2021 and Government of West Bengal (GoWB) order no. 01-FS dated 03.01.2022 read with order no. 3913-FS dated 20.09.2023 and subsequent order/ amendments thereof & as per prescribed extraction ratio of 68% in case of Parboiled Common Rice and that of 67% in case of Raw Common Rice. 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 and/or GoWB specifications for KMS 2023-2024 read with Department's Notifications, 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 be responsible to properly store the paddy in countable stacks, store Fortified Rice Kernels, blending with FRK, storage of Milled Rice in Bulk form or storage of packed rice in proper countable stacks at all times so as to ensure its quality at all times as per the specifications.
4. The Rice Mill shall be liable to maintain upto date stock register and physical stock 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.
5. **Delivery of CMR** : The Rice Mill shall make the offer for the delivery of CMR online through 'e-paddy procurement portal' **within 20 (twenty) days from the date of receipt of paddy** from the purchase centers 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 15 (fifteen) days from the date of receipt of Rice Receipt Order (RRO)**. The Rice Mill shall take necessary steps for obtaining RRO for effecting delivery of CMR within the above scheduled period.
6. **Penal Provision for delay in delivery of CMR**: In the event of failure of completing delivery in-spite of having issued RRO within 15 days, **Food and Supplies Department may impose a penalty @ Rs. 10 per MT of rice per day till delivery of the CMR.**

If the Rice Mill fails to deliver rice within 60 days from the date of receipt of paddy, no paddy allotment shall be done to that Rice Mill till the delivery of CMR against the paddy already taken.

If the Rice Mill fails to deliver rice within 30 days from the date of issuance of RRO, no paddy allotment shall be made to that Rice Mill till the delivery of CMR for which RRO has been issued. This may also lead to initiation of proceeding under Bengal Public Demand Recovery Act, 1913.

7. **The stocks of rice shall be subject to the inspection as per CMR Control Order and/or as per any other order or notification issued by the Govt. of India/Government of west Bengal from time to time.**
8. At the time of delivery, 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.
9. The Rice Mill shall be bound to timely 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 reserves the right to take appropriate legal steps against the Rice Mill and /or its owner.

10. The **Food and Supplies Department** shall not be responsible for any shortage or damage or deterioration of the quality 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.
11. If any Rice Mill is tagged with CPC as well as with a Paddy Purchase Society working as an agent of CMR agency at any point of time for milling of paddy, then it shall be the obligation of the Rice Mill to give priority for collecting paddy from the CPC it is tagged with and milling thereof.
12. 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 and cost of such shifting will be billed to the Rice Mill.
13. 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 against fire and allied perils/damage 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.
14. **All other provisions of the Bipartite Agreement executed between the District Controller, F&S and the Rice Miller regarding purchase of the paddy, delivery, dispatch, acknowledgment, penalty, etc. and role, functions and responsibilities of Rice Mill shall apply to the Rice Mills as in the case of purchase from CPCs and in case of any conflict, the provisions made there in the Bipartite agreement shall take precedence over the provisions made in this Agreement.**

#### **D. SECURITY DEPOSIT**

1. The Rice Mill shall have to furnish **Security Deposit** in the form of **BANK GUARANTEE** issued by any Scheduled Commercial Bank in India including the Scheduled Co-operative Banks (Excluding Foreign Scheduled Bank) as per the Bank Guarantee fixed by the Government from time to time for receiving a specified quantity of the paddy.
2. Rice Miller has to submit and pledge the Bank Guarantee to the DCFS.
3. No paddy shall be allotted or Rice Mills shall not be authorized to receive paddy from any purchase center without submitting the valid bank Guarantee.
4. The genuineness of the Bank guarantee submitted by the Rice Millers will be subject to verification by the District Controllers from the issuing banks. In case the

submitted BG is found not genuine or valid, paddy will be stopped to be handed over to the Rice Mill and legal action will be initiated against the Rice Mill.

5. 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 or the performance of the rice mill during the KMS and the concerned Rice Mill shall be bound to execute that within 07 (seven) days from the date of communication of such information. The Department reserves the right to encash the Bank Guarantee, partially or fully, as applicable, in case of failure of the CMR delivery by the Rice Mill or violation of any terms and conditions of agreement and/or non-compliance of order/ guidelines on paddy procurement in KMS 2023-24.
6. The validity period of the Bank guarantee shall be till 31<sup>st</sup> October, 2024. However, in case of early delivery of CMR against the entire paddy delivered for the whole season, the BG may be released after one month from the date of completion of last delivery of CMR by the Rice Mill.
7. The validity period of the Bank guarantee shall be till 31<sup>st</sup> October, 2024. However, in case of early delivery of CMR against the entire paddy delivered for the whole season, the BG may be released after one month from the date of completion of last delivery of CMR by the Rice Mill.

**E. PACKING AND STORING OF CUSTOMED MILLED RICE (CMR):**

1. The Rice Mill shall arrange for obtaining of new SBT gunny bags / HDPE / PP 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 2023-24 for delivery of CMR in the account of **Food and Supplies Department**.
2. The Rice Mill shall maintain proper records of stock of gunny bags / HDPE / PP bags received, used and delivered, paddy received, paddy milled, FRK received, CMR and FRK blending, CMR produced and delivered to State / FCI godowns.
3. The physical stock of paddy, FRK, CMR, Gunny bags on a/c of **Food and Supplies Department** 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 stated above.
4. The Rice Miller shall maintain separate stacks / stocks and compartment for storing the paddy and rice purchased and processed by him under private account and shall properly mark and identify this stock in the godown at all times.
5. The Rice Miller shall maintain separate Stock Registers, keep them updated immediately at the moment when any transaction is made, and shall produce the books of accounts and stock registers to the inspecting officials on demand.
6. **Proper Packing of the CMR:** The milled rice so produced by the concerned Rice Mill shall have to be packed in SBT new gunny bags or in HDPE/PP 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, Government of West Bengal, KMS2023-2024**, net weight, variety of rice, logo and other details in case of rice / fortified rice and Name of the Rice Mill.

7. Each miller shall be bound by the decision/policy of Food & Supplies Department of India/State Food & Supplies Department regarding the once used/ old gunny bags for filling and storage of paddy in KMS 2023-24 and other orders, notifications, circulars etc. that may be issued from time to time.
8. 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 or deterioration of the quality 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.
9. **All other provisions of the Bipartite Agreement regarding packaging and storing of the CMR shall apply to the Rice Mills and in case of any conflict, the provisions made there in the Bipartite agreement shall take precedence over the provisions made in the Tripartite Agreement.**

#### **F. TRANSPORTATION & DELIVERY OF CMR TO GODOWN**

1. The Rice Mill, after milling of paddy, shall offer for delivery of the CMR to the District Controller (F&S). The Rice Mill shall deliver the stock on receipt of RRO from the District Controller(F&S) following the procedure contained in the Food & Supplies Department orders issued 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. CMR will be received in new **gunny bags / HDPE/ PP bags**, each with 50 Kg. capacity only having prescribed specification in respect of size and weight, supplied by the WBECS Ltd. Or any other agency on behalf of the Department. The rice shall be packed in standard size, double lines machine stitched bags. The CMR shall be packed and sealed in the **gunny bags / HDPE/ PP bags** only as stipulated by Govt. of India vide No.15 (8)/2006-PY.III dated 08.08.2006 and order/ guideline issued from time to time. Entire CMR shall be supplied by the Rice Miller in 50 Kg. Gunny bags as per the directions of the Govt. of India/State Food & Supplies Department. As regards packing and stitching, **colour coding** of rice bags to facilitate identification of crop year of stock, Govt. of India's instruction vide No.15(1)/2012-Py.III (367559) Dated 07/03/2023 or any amendment thereof shall be strictly followed.
3. The transportation and delivery of CMR on account of **FOOD AND SUPPLIES**



**DEPARTMENT / FCI** shall be the responsibility of the Rice Mill and the transportation charges will be reimbursed as per Government orders from time to time.

4. **The Miller shall not fudge or manipulate any figure, records, invoices, documents, registers, etc. related with the custom milling for taking undue benefit. If found guilty, he shall be punished in accordance with law, besides being blacklisted.**
5. **All other provisions of the Bipartite Agreement regarding transportation and delivery of the CMR shall apply to the Rice Mills and in case of any conflict, the provisions made there in the Bipartite agreement shall take precedence over the provisions made in this Agreement.**

**G. PAYMENT FOR MILLING. TRANSPORT ETC.:**

1. The Rice Mill shall be entitled to have payment of all incidentals like Mandi Labour Charges, Milling charges, Transportation of Paddy, Driage, etc. as per the Provisional Cost Sheet issued by the Gol for KMS 2023-2024 and subsequent orders of the Govt. of West Bengal in this regard. The payment will be reimbursed to the Rice Mill after submission of bills in the prescribed manner.
2. The Rice Mill will submit the bills for milling charges and other incidentals to the concerned authority within 30 (Thirty) days after getting the Cumulative WQSC for a specific R.R.O.
3. **The Bills should be submitted in accordance with the order no. 2581-FS dated 06.08.2021 and subsequent amendments.**
4. Additional terms and conditions related with the payment:
  - 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 Gol/State Govt., subject to verification to determine the actual expenses incurred for milling of paddy and delivery of CMR.
  - iv. 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 / penalty in case of delayed delivery beyond permissible limit in due time in the following manner :-
    - a) If no genuine offer is made for delivery of the CMR, from the date of receipt of paddy within 60 days the Rice Mill shall be treated as of

questionable performance. Further delivery of any paddy to the Mill may also be stopped.

- b) The Rice Miller shall be bound to deliver the CMR produced against paddy received by them within the stipulated time. Any false Offer or delay in delivery after issuance of RRO by DCF&Ss shall be a violation of clause 21 of the CMR Control Order, 2015 or as amended from time to time.
  - c) Any delay of delivery, of more than 15 days after issuance of RRO shall attract a penalty on the Rice Mill @ Rs. 10 per MT of rice per day of delay beyond 15 days. This provision may be invoked if the delay cannot be reasonably justified by the Rice Mill.
  - d) In the event of failure to deliver the rice to FCI/State Govt. Godown, the Rice Miller shall have to pay the acquisition cost of paddy (MSP + Incidental Charges like Mandi Labour Charges, Milling charges, Transportation of Paddy, Driage etc.) along with interest @ 11 % per annum as applicable from the date of receipt of paddy. In case any dispute arises the matter shall be referred to the Arbitrator.
4. 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.
  5. **All other provisions of the Bipartite Agreement regarding payment for milling and transportation of the CMR shall apply to the Rice Mills and in case of any conflict, the provisions made there in the Bipartite agreement shall take precedence over the provisions made in the Tripartite Agreement.**

#### H). **OBLIGATION OF RICE MILL:**

1. The Rice Miller agrees to comply and obey all the terms and conditions mentioned in the Bi-Partite agreement – 1 and 2, CMR Control Order, 2015, Orders, Guidelines, Standard Operating Procedures issued or as amended from time to time.
2. The Rice Miller agrees to comply and obey with its obligations and responsibilities concerning the Rice Mill under the provisions of the Bi-Partite agreement – 1 and 2, CMR Control Order, 2015, Orders, Guidelines, Standard Operating Procedures issued or as amended from time to time by the Government for procurement of paddy for KMS 2023-24.
3. **The Rice Mill shall arrange for affixing Banners in front, rear and left side of the vehicle used for transporting the paddy from the purchase centers while on each trip. The Banner shall display information as per given format by DCF&S or CMR agency.**
4. The Rice Mill, after receipt of paddy from the Purchase Centers shall utilize entire milling capacity for conversion of paddy in CMR on priority 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 delivered CMR

processed out of paddy given at the Centralized Purchase Centers and Purchase Centers run by the CMR Agency having priority in that order.

5. **Rice Miller (who is not engaged in private milling):**

- a) The **Rice Miller (who is not engaged in private milling)** shall have to maintain the stock of the Govt. paddy (in bags of uniform weight stacked up in a countable position and in bulk) and its resultant rice (in bags of uniform weight stacked up in a countable position and in bulk) in a well demarcated place.
- b) **All the transactions regarding stock transferred for milling of paddy, offering of rice, generation of challan for delivery of rice shall be done online in the portal using his login credential before physical / actual movement.**
- c) Following shall be considered as **non-compliance** in manner of storage and maintenance of stock register and penalties imposed:
  - i. In case the physical stock of paddy and/or rice are not properly stacked and marked for identification,
  - ii. In case there is any discrepancy noticed between the online stock and physical stock.
- d) If any of the above violation is found, the Rice Miller shall be liable for a penalty of a minimum of Rs. 1 lakh for each violation. In case the stock of paddy and / or rice is found short or damaged or quality deteriorated, the Rice Miller shall be deemed to have contravened Clause 21 (e) of CMR Control order 2015 or as amended from time to time. The cost of paddy and /or rice shall be calculated as provided in the "Explanation" to the Clause 21 of the CMR control Order.

6. **Rice Miller (engaged in private milling also):**

- a) The **Rice Miller (who is engaged in private milling also)** shall have to maintain the stock of the Govt. and private paddy (in bags of uniform weight stacked up in a countable position and in bulk) and its resultant rice (Govt. and private both) (in bags of uniform weight stacked up in a countable position and in bulk) **separately in well demarcated places** in such a manner that the private and Govt. stock are well identifiable and countable and measurable at all time. Any bulk paddy or rice shall have to be stacked at the time of inspection, if the Govt. paddy or rice is not in countable and measurable condition.
- b) All the transactions regarding acknowledgement of paddy receipt, stock transferred for milling of paddy, offering of rice, generation of challan for delivery of rice shall be done online in the portal before or at the time of physical/ actual execution.
- c) The Rice Miller shall maintain separate registers for the paddy and/or rice purchased and processed by him under private account and shall keep it updated immediately at the moment when the transaction is made and shall produce the books of accounts and stock to the inspecting officials on demand.
- d) Following shall be considered as **non-compliance** in manner of storage and

maintenance of stock register and penalties imposed:

- i. In case the physical stock of paddy and/or rice against Govt. and private account are not properly and separately stacked,
  - ii. In case there is any discrepancy noticed between the online stock and physical stock,
  - iii. In case the stock registers of the private stock of paddy and/or rice are not properly and separately maintained and identified.
- e) If any of the above violation is found, the Rice Miller shall be liable for a penalty of a minimum of Rs. 2 lakh for each violation. In case the stock of paddy and / or rice is found short or damaged or quality deteriorated, the Rice Miller shall be deemed to have contravened Clause 21 (e) of CMR Control order 2015 or as amended from time to time. The cost of paddy and /or rice shall be calculated as provided in the “Explanation” to the Clause 21 of the CMR control Order.
7. The Miller shall facilitate physical verification of stocks and books by the Food and Supplies Department or any authorized officer of the Government of West Bengal / Gol / concerned CMR Agencies, at any point of time.
  8. If the premises of a defaulter miller is sold by a Bank/financial institution by way of open auction, or otherwise disposed of by such Bank/financial institution, either by adoption of proceedings under the SARFAESI Act or other applicable law after the date of issue of this policy, the purchaser of such premises and the premises itself shall be treated as defaulter.
  9. The Rice Mill shall make the offer for the delivery of CMR online through ‘e-paddy procurement portal’ **within 20 (twenty) days from the date of receipt of paddy** from the purchase centers 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 15 (fifteen) days from the date of receipt of Rice Receipt Order (RRO)**.
  10. The Rice Mill shall take necessary steps for obtaining Rice Receipt Order (RRO) for effecting delivery of CMR within the above scheduled period.
  11. Rice Mill which fails to comply with the timeline above will be treated as Rice Mill of questionable performance.
  12. If the Rice Mill fails to deliver its assigned or agreed responsibilities within the stipulated time or procedure it agrees to the penalty or any other measure taken by the government or its authorized representatives.
  13. In the event of any breach of terms & conditions of the agreement and or any violation of the provisions as contained in the said Control Order, the miller shall also attract penal action as per provision of Indian Penal Code and the E. C. Act, 1955.
  14. The Rice Mill shall be under obligations to mill the paddy purchased by the Food & Supplies Department from different Purchase Centers and deliver CMR in the designated godown(s) as per direction of the District Authorities / Food and Supplies Department at the out turn ratio as referred hereinabove. 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 or deterioration of the quality of paddy or rice 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.

15. The rice miller shall not mortgage, gift, sell, lease or transfer the mill by any means to any other person / entity / bank / financial institution till the dues of Custom Milled Rice are cleared to the DCF&S or the concerned CMR agency.
16. The Rice Mill agrees to not to make any change in the nature, character or ownership of firm. In case of Sole Proprietorship, Partnership Firm, Private Limited Company, Limited Liability Partnership and Societies, there shall be a complete ban on change of Proprietor, Partners, Directors or Members of Societies once an agreement has been entered into for Custom Milling of Paddy or a mill is allotted for Custom Milling or the Paddy is stored in the mill for Custom Milling till the entire Custom Milled Rice due is delivered and account is settled with concerned Agency. However, in case of death of any Sole Proprietor /Partner/ Director/Member of Society, then Director, can consider such request for change of management/ ownership on merit of the case.
17. **All other provisions of the Bipartite Agreement regarding obligations of the Rice Mills shall apply to the Rice Mills and in case of any conflict, the provisions made there in the Bipartite agreement shall take precedence over the provisions made in the Tripartite Agreement.**

**I. OBLIGATION OF THE CMR AGENCY:**

1. The CMR Agency shall entrust custom milling of paddy only to those Rice Millers with whom Bi-partite agreement 1 and 2 have been signed. Delivery of paddy shall be made by the Purchase Officers only to the representatives of the tagged Rice Millers duly authorized in this behalf with due acknowledgement in the system generated Paddy Challans.
2. The CMR Agency shall be responsible for periodical verification of paddy as will be purchased by Paddy Procuring Societies from time to time and delivery thereof to the supporting Rice Mills for custom milling of paddy.
3. The CMR Agencies will also ensure verification of stocks of paddy delivered to supporting Rice Mills, quantum of paddy milled, quantum of CMR produced, quantum of paddy yet to be milled, quantum of CMR delivered and quantum of CMR ready for delivery at least once in a fortnight.

**J. VALIDITY OF AGREEMENT:**

1. This Agreement will remain valid and terms and conditions will have full force until any obligation incurred under this agreement is fulfilled by either of the parties hereto or till three (3) months after delivery of the entire CMR against the paddy so

- received, whichever is later.
2. 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 without assigning a reason.
  3. 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.

**K. SETTLEMENT OF DISPUTE & JURISDICTION OF COURT ETC.:**

1. All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever shall be referred to the sole arbitration of an Arbitrator to be appointed by the Secretary, Food & Supplies Department. The award of the Arbitrator shall be final and binding on the parties to the contract.  
Provided that any demand for arbitration in respect of any claim(s)/dispute between both the parties, under the contract shall be in writing and shall be made within one year of the date of completion or expiry of the period of contract. If the demand is not made within the period, the claim(s) of the Miller shall be deemed to have been waived off and the agency shall be released of all liabilities under the contract in respect of these claims. The cost for and in connection with arbitration shall be the discretion of the Arbitrator who may make suitable orders in his award.
2. The award of such arbitrator shall be final and binding on all the parties to the contract.
3. Subject as aforesaid, the Arbitration and Conciliation Act 1996, the Arbitration and Conciliation (Amendment) Act 2015 or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. However, the cases of fraud, theft, misappropriation etc. on the part of the miller are not covered under this clause and in such cases legal proceedings as deemed fit shall be initiated by the agency against the miller as well as against the sureties.
4. In cases where documents of agreements are lost during arbitration/civil proceedings and the miller has delivered even a single consignment of custom-milled rice to the Agency, it shall be presumed that the Agreement containing the Arbitration Clause did actually exist but has been deliberately lost by some vested interests. This Clause shall be acceptable to all the stakeholders.
5. Further, it is expressly agreed & declared by & between the parties here to that all amounts due to the Food & Supplies Department under terms of the agreement if not paid in time be recoverable under Bengal Public Demand Recovery Act 1913 (Bengal Act 3 of 1913) or through Civil Court & shall bear interest at the rate of 12% per annum from the date when such payment falls

due up to the date of final recovery.

6. Besides criminal action shall also be taken against the defaulting millers for any shortage / diversion / misappropriation in appropriate court of law within the State of West Bengal following the provisions of law in force.
7. Further, it is expressly agreed & declared by & between the parties here to that all amounts due to the CMR Agencies or the Food & Supplies Department under terms of the agreement if not paid in time be recoverable under Bengal Public Demand Recovery Act 1913 (Bengal Act 3 of 1913) or through Civil Court & shall bear interest at the rate of 12% per annum from the date when such payment falls due up to the date of final recovery.
8. Besides criminal action shall also be taken against the defaulting millers for any shortage / diversion / misappropriation in appropriate court of law within the State of West Bengal following the provisions of law in force.
9. The CMR Agency or District Controller, Food & Supplies, is empowered to initiate both civil and criminal action against the defaulting miller in appropriate Court of Law on behalf of the Food & Supplies Department.

**L. Undertaking:-**

The Rice Mill has to submit the undertaking enclosed in Annexure-I.

SIGNED AND DELIVERED at Kolkata on this the..... ..day of. ....  
2023 within Kolkata Court jurisdiction.

**(Name and Signature of FIRST PART with Seal)**

WITNESSES

Name:

Occupation:

Address:

**(Name and Signature of SECOND PART with Seal)**

WITNESSES

Name:

Occupation:

Address:

**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		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/Directors/Members		
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		
10	Total diesel consumption during last three KMS	KMS 20-21	
		KMS 21-22	
		KMS 22-23	
11	Total electricity consumption during last three KMS	KMS 20-21	
		KMS 21-22	
		KMS 22-23	
12	Total quantity of paddy milled during last three KMS (in MT)	KMS 20-21	
		KMS 21-22	
		KMS 22-23	
13	Are you a defaulter Rice Mill in respect to delivery of CMR in last three KMS (Write YES / NO)	KMS 20-21	
		KMS 21-22	
		KMS 22-23	
14	Paddy storage capacity (MT)		
15	Rice storage capacity (MT)		
16	Power and capacity (MT/hr) of the Blending Machine		
17	Number of laborers working in the mill		
18	Do you have computer with internet connection?		
19	Milling capacity(per 8 hour) (in MT)		
20	Do you have an individual boiler certificate? If yes boiler number and valid upto		

21	Do you have a pollution certificate? If, yes valid upto	
22	Do you have audited balance sheet of last 3 year?	
23	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	
24	Any case pending against you in any court of law	

I \_\_\_\_\_, son / daughter of \_\_\_\_\_ 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 organization in any court of law, and that the executed agreement shall be liable to be cancelled, and appropriate legal steps will be taken against me.

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

**Name:**  
**Signature:**  
**Seal:**

### **BIPARTITE AGREEMENT – 3**

**Between the CMR Agency AND Paddy Procuring Society  
such as Primary Agricultural Co-operative Society / Primary Agricultural Marketing  
Society / Sangha or Mahasangha of Self Help Groups/ Farmer Producers  
Organization/ Farmer Producers Company**

The AGREEMENT entered on this .....day of .....2023 between....., a CMR agency selected by the Government of West Bengal for procurement of paddy during this KMS of 2023-24 hereinafter called as “**CMR AGENCY**” 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 Primary Agricultural Co-operative Society / Primary Agricultural Marketing Society / Sangha or Mahasangha of Self Help Groups/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.....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**.

WHEREAS the Food & Supplies Department, Government of West Bengal has authorised.....(Name of CMR Agency) as State Agency for procurement of paddy of Fair Average Quality (FAQ) at Minimum Support Price (MSP) from the farmers and Custom Milling of paddy thereof and delivery of resultant Custom Milled Rice (CMR), as per various clauses of the West Bengal CMR (Obligation & Control) Order, 2015 and subsequent amendments thereof, if any, in the **Kharif Marketing Season (KMS) 2023-2024**.

AND

WHEREAS .....(Name of CMR Agency) being awarded with the right and duty 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 or any other price fixed by the Government directly from the farmers by making payment to the farmers,

AND

WHEREAS the CMR Agency intends to engage ..... (Name of the Primary Agricultural Co-operative Society / Primary Agricultural Marketing Society / Sangha or Mahasangha of Self Help Groups /Farmer Producers Organization/ Farmer Producers Company) as “**Paddy Procuring Society**”, on the Terms & Conditions herein contained to procure Fair Average Quality (FAQ) paddy;

NOW, THEREFORE, \_\_\_\_\_the CMR Agency, do hereby engage \_\_\_\_\_ as the **Paddy Procuring Society** to procure FAQ paddy from the farmers at MSP and will deliver the FAQ paddy so procured to the Rice Mill tagged by the ..... CMR Agency.

The .....CMR Agency reserves the right to execute the Bipartite agreement with as many as Rice Mills as deem necessary for milling of paddy purchased by the .....(Name of the Name of the Primary Agricultural Co-operative Society / Primary Agricultural Marketing Society / Sangha or Mahasangha of Self Help Groups /Farmer Producers Organization/ Farmer Producers Company), as it deems fit at its sole discretion. The Paddy Procuring Society shall not have any right or demand whatsoever in this matter.

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

**A. INTERPRETATIONS:**

1. The Procurement / Purchase Centre means any permanent, temporary or mobile Purchase Center known or defined by any name such as Centralized Procurement Centres (CPCs), Direct Purchase Camps (DPCs), mobile CPCs (mCPCs)or other

procurement centers or camps established for the purpose of purchase of paddy from the farmers by the State Government.

2. Minimum Support Price (MSP) means Purchase Price of the paddy of the specified quality from the farmers as declared by GOI with or without incentives, if any, declared by the State Govt. for the KMS 2023-2024.
3. Words and expressions used but not defined herein but defined in the West Bengal Custom Milled Rice (Obligation & Control) Order, 2015 shall have the same meaning as assigned to them in the said order.

**B. REGISTRATION OF FARMERS, PADDY PROCUREMENT AND DELIVERY OF PROCURED PADDY TO THE TAGGED RICE MILL FOR MILLING OF PADDY:**

**1. Procurement using e-PoP machines:**

- a) The Paddy Procuring Society will procure Fair Average Quality (hereinafter called “FAQ”) common paddy as per specifications contained in the West Bengal CMR (Obligation & Control) Order, 2015 at the Minimum Support Price (hereinafter called “MSP”) for common paddy directly from the farmers by opening Purchase Centres on behalf of the CMR Agency and give acknowledgement of receipt of paddy to the farmers.
- b) The Paddy Procuring Society shall not procure Grade A paddy unless specifically permitted.
- c) From this KMS 2023-24, paddy will be procured using electronic Point of Purchase (e-PoP) machines integrated with IRIS scanner and weighing devices which will be handed over to the Paddy Procuring Society by the CMR Agency.

**2. Fine for mishandling of e-PoP machines:**

- a) In case a e-PoP device including IRIS Scanner and weighing scale gets lost or stolen or becomes in-operational due to defects caused by reason such as mishandling, misuse, abuse, physical damage, unauthorized opening of e-PoP devices including IRIS Scanner and weighing scale by P.O./D.O. or unauthorized technician, then the Departmental committee comprising of DCF&S & concerned SCF&S at district level would find whether that damage has been caused due to deliberate mishandling, loss, theft, misuse, abuse, physical damage, unauthorized opening of e-PoP devices including IRIS Scanner and weighing scale by Purchase centre staff.
- b) Then a penalty as per the following table, would be paid by Purchase centre staff / procuring Society to System Integrator. The decision taken by the Department will be considered as final.

Time Period	Penalty (INR) for e-PoP	Penalty (INR) for IRIS scanner	Penalty (INR) for weighing scale (200 kgs)	Penalty (INR) for weighing scale (3 ton)
Within 1 year	25,000 to 30,000	6,000 to 8,000	8,000 to 10,000	60,000 to 80,000
Within 2 years	15,000 to 25,000	4,000 to 6,000	6,000 to 8,000	40,000 to 60,000
Within 3 years	10,000 to 15,000	2,000 to 4,000	4,000 to 6,000	20,000 to 40,000
After 3 years	10,000	2,000	4,000	20,000

3. **Appointment of Purchase Officer (P.O.) and Disbursing Officer (D.O.) and activation of login credentials:**

- a) After empanelment by the CMR Agency, the Paddy Procuring Society will engage two responsible and competent employees from their end who will act as P.O. and D.O. on its behalf.
- b) The CMR Agency will upload the name, designation (P.O./D.O.), mobile number and Aadhaar number of those employees in the portal with due validation as well as authentication of the mobile number and Aadhaar details.
- c) The authorized P.O./ D.O. will be able to login into the portal through biometric validation only. The P.O./D.O. of the **Paddy Procuring Society** will login into the e-PoP through biometric authentication and mark attendance within 9 am on each day of the camps.
- d) All P.O./D.O.s shall access the e-PoP through their individual login ID, passwords followed by biometric authentication only as provided and/or captured by the Department.
- e) The user id and password are confidential and shall not be shared by PO or DO with anybody under any circumstances. They shall personally remain responsible for ensuring the safety and security of the password and that of ePOP devices and other equipment and shall also remain responsible for any transactions made through their credentials through online portal or ePOP devices.

4. **Login in the e-PoP devices:**

All P.O./D.O.s shall access the e-PoP through their individual login ID, passwords followed by biometric authentication only as provided and/or captured by the CMR Agency.

The user id and password are confidential and shall not be shared with anybody under any circumstances. They shall remain responsible for ensuring the safety and security of the password and any transactions made through their credentials.

5. **Uploading of camp details:**

- a) The Paddy Procuring Society will ensure opening of maximum number of Purchase Centres at different locations in various remote villages by rotation on behalf of the Agency.
- b) The CMR agency / Paddy Procuring Society will upload the detailed location (with GPS coordinates in the paddy procurement portal which will be verified and approved by the CMR Agency) and schedule the camp in the portal normally thirty (30) days but not less than fifteen (15) days before the actual holding of the camps or as directed by the Food & Supplies Department from time to time.
- c) Immediately after signing this agreement and receipt of work order from the CMR Agency, the Paddy Procuring Society will prepare and upload the camp notices on approval of the CMR Agency.
- d) Locations of the camps organized by the **Paddy Procuring Society** shall not be confined to their office premises and shall preferably organize the camps in various locations.

6. **Publicity regarding the date and location the Paddy Purchase camps / Centers:**
- a) Immediately after scheduling, the Paddy Procuring Society will also make necessary publicity through miking, leaflets, banners etc. before the actual holding of the camps at the location and hamlets/ paras and villages around the proposed camp location.
  - b) The details of the camp / purchase location shall be informed to all concerned offices (Gram Panchayat / Panchayat Samity/ Block Development Officer) also in writing through email and hardcopies at least before fifteen (15) days before actual holding of camps.
  - c) The **CMR agency and Paddy Procuring Society** will also fix the banners and hoardings at the place of holding of the camps and hamlets / paras and villages around the proposed camp location. **The Banner shall display information as per given format by DCF&S or CMR agency.**
7. **Registration of Farmers:**
- 7.1. The P.O./D.O.s of the Paddy Procuring Society shall register the farmers through e-PoP.
  - 7.2. The P.O. / D.O.s of the Paddy Procuring Society and the CMR Agency shall take best possible steps to facilitate the farmers in responding to the queries, registration of new farmer, updating the detail of the existing farmers, unloading of bags and weighing of paddy.
  - 7.3. A farmer who is not registered in the paddy procurement portal or not having any Farmer Registration Certificate but is already registered in the KB portal of the Agriculture Department, may be registered at any of the Paddy Purchase Centers / Camps operated by this Paddy Procuring Society.
  - 7.4. The **unrecorded bargadars**, may also be registered with the self-declaration with details of cultivated land in Annexure – VIA/VIB, along with their EPIC, Aadhaar, mobile number and the Bank passbook by the P.O./D.O. of any paddy purchase centers/ camps opened by the Paddy Procuring Society through e-POP.
  - 7.5. The P.O./D.O. of the Paddy Procuring Society while registering or updating the details of farmers at the Paddy Purchase Centers/ Camps so organised by the Society, shall verify and upload photocopy of the Electoral Photo Identity Card(EPIC), Aadhaar card of the farmer for verification of identity, Land documents in support of farming (Khatian/self-declaration for landless farmers or sharecroppers as per format(Annexure – VI-A/ VI-B),Bank passbook for payment to the farmers, in the Purchase Center itself.
  - 7.6. **The P.O./D.O. shall capture the biometric (fingerprint or IRIS scan) or verify the Aadhaar linked mobile OTP through e-PoP machine** of the farmers during registration as well as at the time of paddy purchase.
  - 7.7. The P.O./D.O. shall take utmost care in entering all details like EPIC number, Aadhaar number, Bank account number and the paddy quantum purchased from a farmer in the portal so that no further rectification needs to be done. In case of any data entry of particulars of the farmer and/or upload of any false or fabricated document with malafide intention, the P.O./D.O. will be held personally responsible and penal action will be taken as per the law.

8. **Updation of details of already registered farmers:**  
The P.O./ D.O. of the Paddy Procuring Society may update the mobile number, Aadhaar details or Bank account number of the already registered farmers on his request but showing as 'Inactive' or 'De-activated' in the portal by biometric authentication of the farmer (fingerprint/ IRIS scan) or OTP validation in Aadhaar linked mobile and the P.O./ D.O. shall assist him in doing that.
9. **Paddy procurement by the Paddy Procuring Society:**
- a) The tagging of a Rice Mill with a purchase center/ camp of the Paddy Procuring Society will be made by the District In-Charges of the CMR Agency.
  - b) The P.O./D.O.s shall coordinate with the tagged Rice Mill in advance regarding the time, date and place of reporting of the vehicle at the purchase centers concerned including the camps.
  - c) The Paddy Procuring Society shall be under obligations to purchase the paddy and deliver to the Rice Mill tagged by the CMR Agency or as per direction of the District Authorities / Food and Supplies Department.
  - d) The paddy purchased by the Paddy Procuring Society shall be a property of the CMR Agency / Government. Any deviation from quantity & quality of the paddy or shortage in the stock or deterioration of the quality of paddy shall be deemed as misappropriation by the respective Paddy Procuring Society and the Paddy Procuring Society or Owners / Partners / Directors / Members of the said Paddy Procuring Society along with the persons directly responsible for such misappropriation shall be liable to be prosecuted against as per the relevant provisions of law.
  - e) It shall be an obligation of the P.O./D.O.s to bring to the notice of the designated official of CMR Agency, immediately on any incidences like failure of a Rice Miller or the vehicle to turn up in the Purchase Center / camps for lifting of paddy etc. so that remedial measures may be taken in time.
  - f) The procedure as per the **Standard Operating Procedure** regarding purchase and weightment of the bags of the paddy shall be strictly followed by the PO and DO of the Paddy Procuring Society.
  - g) The Paddy Procuring Society shall perform the procurement operation online through 'e-paddy procurement portal' of the Food & Supplies Department through the electronic Point of Purchase (ePoP) machines integrated with IRIS scanner and weighing devices or any other method / as directed by Food & Supplies Department.
  - h) PO/ DO shall properly check the quality and quantity of the paddy before purchase.
  - i) PO/ DO shall make the correct and proper weightment of the paddy of the farmers and make correct entries in the ePOP devices.
  - j) The weightment shall be made through integrated weighing scale as per the direction.
  - k) After the weightment the farmers shall be informed proactively regarding the quantity of the paddy and he shall be authenticated through biometric authentication (fingerprint/ IRIS scan) or OTP validation in Aadhaar linked mobile.



- l) An acknowledgement slip generated and printed from the ePoP device and shall be proactively issued to the farmer.**

**10. Dispatch of paddy to the Rice Mill:**

- 10.1. The tagged Rice Mill shall tag an authorized representative to the paddy purchase center after making necessary entries of the details of the authorized person in the portal.
- 10.2. The Rice Mill will provide once used gunny bags for packing of paddy at paddy purchase centers/ camps and arrange weighment, transportation of paddy to the Rice Mill.
- 10.3. The procurement of paddy (FAQ variety) and delivery thereof to the miller for the purpose of milling shall be done on same day.
- 10.4. The paddy shall be weighed and checked in presence of the authorized representative of the Rice Mill and after closure of the procurement for the day it shall be briefed to him.
- 10.5. The paddy purchased by the 'Paddy Procuring Society' on behalf of the CMR agency, every day at the purchase center, shall be handed over to the authorized representative of the tagged Rice Mill by the Purchase officer of the society.
- 10.6. The handing over shall be made through the portal after proper authentication of the authorized representative of the Rice Mill.
- 10.7. Simultaneously, Purchase Officer of the Paddy Procuring Society shall dispatch the paddy online on same day after closure of the paddy purchase for the day and before the end of the day.
- 10.8. System generated paddy challan will be printed or the pre-printed paddy delivery challans will be duly filled in duplicate and signed by the Purchase Officer and authorized representative of the Rice Mill and a copy will be issued to the authorized person of the Rice Mill for due acknowledgement for carrying the stock from Purchase Centers to the Rice Mill for custom milling of the paddy.
- 10.9. However, if due to any reason, online dispatch could not be made, the paddy shall be delivered to the authorized representative of the Rice Mill through physical delivery challan after obtaining the signature of the representative.
- 10.10. The Paddy Procuring Society shall have the responsibility of carrying out procurement from the farmers till the delivery of paddy to the authorized representative of the tagged Rice Mill.
- 10.11. The Paddy Procuring Society 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 2023-24.**
- 10.12. The Paddy Procuring Society shall maintain physical balance of paddy in consonance with the online records 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.
- 10.13. The Paddy Procuring Society shall ensure that FAQ paddy be purchased from farmers.
- 10.14. The Paddy Procuring Society shall keep the equipment such as mini grader,

moisture meter, analysis kit and weighing scale at each procurement center under proper safety and maintenance.

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

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

### **C. PAYMENT FOR COMMISSION:**

1. The Paddy Procuring Society shall submit the final bills after full delivery of CMR by the tagged Rice Mill along with supporting documents, in online module, for reimbursement by CMR Agency / Director of Finance as per the prescribed schedule / rates of incidentals as declared by GOI in the Cost Sheet for KMS 2023-2024 or subsequently.
2. The Sanghas and Mahasanghas of SHGs, however, may raise the bills after delivery of the paddy and acceptance of the same by the tagged Rice Mill. (to be mentioned in the Bipartite agreement between the SHG and CMR agency)
3. Full & final payment will be made against submission of bills as per online module or as applicable from time to time along-with all relevant documents as per order. Submission of bills should be in chronological order and ascending manner of approved WQSCs.
4. **For billing related issues, the order no. 2581-FS dated 06.08.2021. and order no. 3983-FNS dated 18.11.2021 and subsequent amendments shall be followed.**
5. Additional terms and conditions related with payment:
  - (a) 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.
  - (b) The Paddy Procuring Society shall always be responsible on account of procurement of paddy, custody and delivery of paddy 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.
  - (c) The Paddy Procuring Society 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.
  - (d) The CMR Agency shall reserve the right for recovery of Government dues on account of outstanding CMR as per Bengal Public Demand Recovery Act, 1913.

### **D. OBLIGATIONS OF THE PADDY PROCURING SOCIETY:**

1. The Paddy Procuring Society agrees to purchase the paddy from the genuine farmers and extend all facilities to the farmers I registration and sale of the paddy.
2. The Paddy Procuring Society shall make arrangements for basic facilities for farmers at the purchase centers like waiting and sitting place, water, toilet, etc.

3. The Paddy Procuring Society shall make arrangements for all equipment required for testing of the paddy and storing in a safe manner so that no loss or damage happens to the paddy brought by the farmers and paddy purchased.
4. The Paddy Procuring Society agrees to purchase paddy from the farmers in accordance with procedure and method.
5. The Paddy Procuring Society shall arrange for affixing Banners the purchase centers at the time of organizing a camp / purchase center at each location. The Banner shall display information as per given format by DCF&S or CMR agency.
6. The Paddy Procuring Society agrees to comply and obey with its obligations and responsibilities concerning the Rice Mill under the provisions of the Bi-Partite agreement – 3, CMR Control Order, 2015, Orders, Guidelines, Standard Operating Procedures issued or as amended from time to time by the Government for procurement of paddy for KMS 2023-24.
7. The Paddy Procuring Society shall enter into an agreement with only one of the CMR Agency during a KMS.

**E. OBLIGATION OF THE CMR AGENCY:**

1. The CMR Agency shall ensure that functional e-PoP devices integrated with IRIS scanner along with high-speed internet connectivity is available at all the purchase centers at least fifteen days before the start of procurement by the Paddy Procuring Society.
2. The CMR Agency shall ensure that equipment like Mini Grader, Moisture Meter, Analysis Kit and Weighing Scale duly calibrated are available and functional at each of the procurement centers / camps run by them.
3. The CMR Agency shall ensure that Paddy Procuring Society should arrange camps in their area of operation at different GPs/ villages in addition to the purchase in their offices.
4. The CMR Agency shall ensure that CMR Agency/ Paddy Procuring Society should enter the camp schedule details within **thirty (30) days but not less than fifteen (15) days** in advance in the portal.
5. It is also obligatory on the part of the CMR Agency to fix the paddy procurement target for the districts as well as Paddy Procuring Society **through online module**.
6. The CMR Agency shall also display proper hoardings/banners at and around all procurement centers and ensure wide publicity to the effect that farmers may sell FAQ paddy at MSP of paddy.

**F. VALIDITY OF AGREEMENT:**

1. This Agreement will remain valid and terms and conditions will have full force until any obligation incurred under this agreement is fulfilled by either of the parties hereto or till three (3) months after delivery of the entire CMR by the Rice Mill to the Food & Supplies Department by the Rice Mill against the paddy so received, whichever is later.
2. The **CMR Agency** shall have the right and liberty to terminate this Agreement after giving a Notice of at least 15 (fifteen) days.
3. 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 mutatis mutandis.

**G. SETTLEMENT OF DISPUTE & JURISDICTION OF COURT ETC.:**

1. All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever shall be referred to the sole arbitration of an Arbitrator to be appointed by the Director, DDPS, Food & Supplies Department.
2. The award of the Arbitrator shall be final and binding on the parties to the contract.

Provided that any demand for arbitration in respect of any claim(s)/dispute between both the parties, under the contract shall be in writing and shall be made within one year of the date of completion or expiry of the period of contract. If the demand is not made within the period, the claim(s) of the Miller shall be deemed to have been waived off and the agency shall be released of all liabilities under the contract in respect of these claims. The cost for and in connection with arbitration shall be the discretion of the Arbitrator who may make suitable orders in his award.

3. Subject as aforesaid, the Arbitration and Conciliation Act 1996, the Arbitration and Conciliation (Amendment) Act 2015 or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. However, the cases of fraud, theft, misappropriation etc. on the part of the miller are not covered under this clause and in such cases legal proceedings as deemed fit shall be initiated by the agency against the miller as well as against the sureties.
4. In cases where documents of agreements are lost during arbitration/civil proceedings and the miller has delivered even a single consignment of custom-milled rice to the Agency, it shall be presumed that the Agreement containing the Arbitration Clause did actually exist but has been deliberately lost by some vested interests. This Clause shall be acceptable to all the stakeholders.
5. Further, it is expressly agreed & declared by & between the parties here to that all amounts due to the Food & Supplies Department under terms of the agreement if not paid in time be recoverable under Bengal Public Demand Recovery Act 1913 (Bengal Act 3 of 1913) or through Civil Court & shall bear interest at the rate of 12% per annum from the date when such payment falls due up to the date of final recovery.
6. Besides criminal action shall also be taken against the defaulting paddy procuring society for any shortage / diversion / misappropriation in appropriate court of law within the State of West Bengal following the provisions of law in force.
7. The CMR Agency is empowered to initiate both civil and criminal action against the defaulting paddy procuring society in appropriate Court of Law on behalf of the Food & Supplies Department.

SIGNED AND DELIVERED at Kolkata on this the..... ..day of.....  
2023 within Kolkata Court jurisdiction.

**(Name and Signature of FIRST PART with Seal)**

WITNESSES

Name:

Occupation:

Address:

**(Name and Signature of SECOND PART with Seal)**

WITNESSES

Name:

Occupation:

Address: