

**ORISSA STATE CIVIL SUPPLIES CORPORATION LTD.,
DISTRICT OFFICE.**

**AGREEMENT WITH CUSTOM MILLER
FOR THE KHARIF MARKETING SEASON 2010-11.**

An agreement is made this _____ day of _____ 2010,

B e t w e e n

Sri/Smt _____ Son/ Wife/Daughter of _____,
M/s. _____ through Sri/Smt. _____,
At _____, P.O. _____, P.S. _____, District _____

here-in-after called the “**Custom miller**”, which expressions shall mean and include where the context so admits his/her heirs, executors, administrators, successors and legal representative on the one part,

A n d

The District Manager, OSCSC Ltd _____ on behalf of the Corporation which expression shall mean and include where the context so admits by successors in office and assigns of the other part.

Where as the Government of Orissa in Food Supplies and Consumer Welfare Department or the Collector or the District Manger of the Corporation of the concerned district tagged the custom miller to the paddy purchase center of the Corporation for acceptance of paddy purchase, transportation, storage & for delivery at RRC milling the procured paddy into rice for sale/distribution to beneficiaries under Public Distribution System / delivery to FCI.

Now these present, witness and parties here do hereby mutually agree as follows:

Clause-1 Definition

- (a) “Government” shall mean the Government of Orissa in Food Supplies and Consumer Welfare Department.
- (b) “Corporation” and “OSCSC Ltd.” shall mean the Orissa State Civil Supplies Corporation Ltd, (OSCSC. Ltd.) C/2, Nayapalli at Bhubaneswar.
- (c) “District Manager” shall mean the District Manager of the Corporation of a concerned District in the state of Orissa.
- (d) “Collector” shall mean the Collector of the Revenue district concerned in the State of Orissa.

- (e) "Managing Director" shall mean the Managing Director of the Corporation or any officer authorized by him in writing on his behalf for any specified work to take on his behalf.
- (f) "Contract" shall mean this agreement and such general and special conditions as may be added to it duly approved by the Managing Director of the Corporation from time to time.
- (g) "Custom Miller" shall mean and include the person or persons, firm or company to whom the contract for milling of paddy and other ancillary work has been entrusted including his/her heirs, executors, administrators, successors and their authorized/permitted assigns as the case may be.
- (h) "Rice Mill" shall mean the place of milling of paddy and receipt of rice.
- (i) "Stock" shall mean the gunny/rice/paddy under decentralized paddy procurement scheme of Government.
- (j) "Godown" shall mean the godown belonging to Corporation or godown hired by Corporation for storing rice and paddy and FCI / OSWC/CWC godowns.
- (k) "Paddy Purchase Center" and "PPC" shall mean the place where the Corporation will purchase paddy. It includes the godown of Corporation either own or hired, OSWC/CWC Depot and RMC yard and the Paddy Purchase Center operated through PACS, WSHG, Pani Panchayat.
- (l) "RRC" shall mean Rice Receiving Centers operated in the own or hired godowns of the Corporation.
- (m) "Authorised Officer" shall mean the person authorized by the Collector / District Manager in writing to act on behalf of Corporation.
- (n) "Joint Custody & maintenance" shall mean the paddy stocks of the Corporation kept under the custody of miller & Corporation.

Clause-2 Objective of the contract:

The Corporation shall deliver paddy to the custom miller at the paddy purchase center, which shall be transported & kept under joint custody of miller & Corporation for storing, milling of the paddy & delivery of the Custom Milled Rice to the Corporation at designated places.

Clause-3 Constitution of Custom Miller:

The custom miller during the currency of this contract shall not make any change in the constitution of the firm/company/ proprietorship /partnership without prior approval of the Corporation in writing.

The custom miller shall notify to the Corporation about the death, resignation or removal of any of his partners/Directors immediately on the happening of such an event. On receipt of such notice the Corporation shall have the right to terminate the contract, unless the information contains undertaking by Firm / Company / Proprietor / Partner that the terms of the agreement will be binding on the Firm /Company / Proprietor / Partner through the authorized person duly representing the Firms or Company.

Clause-4 Sub-letting:

The custom miller shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Corporation. In the event of the custom miller contravening these conditions, the Corporation shall be entitled to place the contract elsewhere on the custom miller account and at his risk and the custom miller shall be liable for any loss or damage which the Corporation may sustain in consequence or arising out of such replacing of the contract.

Clause-5 Liability for personnel:

All persons employed by the custom miller shall be treated as his own employees/servants in all respects and the responsibility under the Indian Factories Act or Employees Provident Fund Act or any such other Statute applicable to all such personnel shall be liability of the custom miller. The custom miller shall be bound to indemnify the Corporation against all claims whatsoever in respect of the said personnel under the Workmen's Compensation Act or any statutory notifications thereof in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other persons whether in employment of the custom miller or not.

Clause-6 Duration of contract:

The custom miller contract/agreement shall come in to force with effect from the date of execution of this agreement and shall remain in force till 30.09.2011. The terms & conditions of the agreement shall remain valid & binding up to 30.09.2011. This is also binding even if for any reason the duration of agreement is extended by the State Government / OSCSC Ltd. beyond 30.09.2011.

Clause-7 Summary termination:

In the event of the custom miller having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to adhere to any of the provisions of this contract, the Managing Director, OSCSC

Ltd./ District Manager, OSCSC Ltd. shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of the contract at the risk and cost of the custom miller and to claim from the custom miller any resultant loss sustained or costs incurred.

Clause-8 Security Deposit:

i) During KMS 2010-11, the Custom Millers shall have option of operating under either of the following security deposit systems for the quantities paddy delivered to them for milling out of the total quantities paddy kept under joint custody and maintenance.

(a) Advance delivery of Rice-

The millers may deliver custom milled rice conforming to prescribed specifications in advance towards security deposit for receiving equivalent quantity of paddy from the Corporation. In this case only security of Rs.25,000/- in shape of Bank Guarantee to be furnished.

(b) Millers having capacity up to two M.T rice per hour should furnish Security Deposit of Rs.5.00 lakhs & Millers having capacity more than two M.T rice per hour should furnish Security Deposit of Rs.10.00 lakhs in shape of Bank Guarantee issued by a Bank situated in the district in favour of the concerned District Manager, OSCSC.Ltd. valid till 30.09.2011 or such extended period as may be decided by the District Manager considering the CMR due from millers as on 30.09.2011.

Above security deposit shall be refunded by the District Manager at the end of the transaction with the Custom Miller and settlement of his accounts at the district level without referring to the Head Office observing the guidelines issued in the matter.

ii) Security Deposit for Leasehold millers

a) The leasehold millers shall be allowed to operate only by furnishing 100% security deposit by way of valid bank gurantee issued by a bank situated in the district in favour of District Manager, OSCSC Ltd. valid till 30.09.2011 or such extended period as may be decided by the District Manger considering the CMR due from Miller as on 30.09.2011. The value of paddy issued to such miller shall not at any time exceed the value of bank gurantee furnished by the miller.

- b) The District Manager shall cause verification of the genuineness of Bank Gurantee submitted by the miller in all cases before delivery of paddy.
- c) The Custom Miller shall produce a copy of the lease deed for execution of agreement.

Clause-9 Holding charges

- (i) The custom millers shall complete the delivery of due quantity of CMR at designated rice receiving centers within a maximum period of 40 days of delivery of paddy to him out of the total quantity of paddy kept in joint custody & maintenance. For this purpose 40 days period shall be counted from the date of delivery of paddy from joint custody & maintenance to the miller for custom milling.
- (ii) If due to any justifiable reasons like,
 - a) electricity failure,
 - b) non availability of labour,
 - c) sudden failure of machineries & time taken to repair
 - d) seizure of mill by any authority
 - e) issue of more paddy by all agencies as compared to milling capacity
 - f) non-availability of godowns
 - g) problems at FCI depots/RRCs etc.,

it is not possible on part of the custom miller to complete delivery of entire due CMR within the stipulated period of 40 days, then the miller shall apply to the District Collector through the District Manager, OSCSC Ltd., for extension of delivery period clearly specifying the time required and reasons for such delayed delivery. It shall be the duty of the miller to submit such application minimum 10 days before completion of the scheduled delivery period.

- (iii) The extension of delivery period shall be allowed only with approval of the District Collector recording reasons in writing for such extension. Such

extension shall be made at District Level only after being satisfied with the genuineness of the reasons cited by the miller as may be found on verification of requisite documents, reports of field officials, local conditions or as may be apparent from the records available with the District Office/ Field Level Officials etc.

- (iv) Extension stated as above shall be granted for maximum period up to 20 days only at one time and such extension can be made maximum only for two times at the district level. For any further extension which may be required under genuine and special circumstances the District Manager, shall seek the prior permission on case to case basis of Head Office at least 10 days prior to expiry of extended period.
- (v) If a miller has on record represented in due time (i.e. 10 days before the original or extended period) to the District Collector through District Manager for extension, and no action is taken by district level authorities till completion of the delivery period, then extension of delivery period not exceeding 20 days shall be presumed by the custom miller and the District Manager shall be bound by such presumption.
- (vi) In the cases where no extension of delivery period has been applied by miller or extension of delivery period has been disallowed and intimated to the miller in due time by the district office or the miller has failed to deliver the entire CMR due from him during the extended delivery period, holding charges at following rates shall be recovered for the period of delay in respect of quantity of paddy for which CMR has been delivered beyond the stipulated or extended period as the case may be.

Sl. No.	Period of delay	Rate in Rs. Per quintal of paddy
1.	0 to 20 days	5
2.	20 to 40 days	10
3.	40 to 60 days	15

For any delayed delivery beyond the above period, holding charges @ Rs.1.00 per quintal per day of default shall be recovered.

- (vii) The custom miller shall have liberty to prefer appeal to Managing Director for waiver of holding charges incase his representation for extension of time is rejected at district level, though there are genuine and justifiable reasons for delayed delivery. And in such cases the Managing Director shall pass an appropriate order considering the circumstances of case, which shall be final and binding on the miller.
- (viii) The above holding charges shall be recovered from milling charges and other dues of the millers and also if required from security deposits. Inclusion of above holding charges clause in the agreement shall not debar OSCSC Ltd. to take legal and/or other actions against defaulting miller for shifting of Corporation paddy from his premises at any time/recovery of cost of paddy/CMR along with interest other expenses etc.

Clause-10 : TRANSPORTATION

The Custom Miller shall also act as Transporting Contractor for the OSCSC Ltd. both for paddy and CMR. It shall be his duty to transport paddy from Purchase centres to his mill point and CMR from his mill point to designated godowns. He shall be paid the transportation charges as decided by OSCSC Ltd.

Clause-11 INSURANCE

It will be the duty of the Custom Miller to effect necessary and adequate insurance coverage for all stocks of rice handled by him in pursuance of the contract in different stages of operations. The Corporation shall not be responsible for any shortage of rice due to happening of any natural calamities, fire accident, theft, and burglary or otherwise.

Clause-12 Joint Custody & Maintenance of Paddy

(i) Role of Custom Miller

- (a) The paddy stocks delivered and transported shall be stored in the storage spaces arranged by the concerned custom millers for safe and scientific storage of paddy. The paddy shall be properly stacked & scientifically stored by the miller. The millers shall construct CAP storage facilities, if required for storing of paddy.
- (b) All expenditure for providing scientific & CAP storage facilities of paddy shall be borne by the miller.

- (c) All the paddy transported shall be, by and large, stored in the premises of the allotted mill in joint custody of concerned miller and the authorized officers of OSCSC Ltd. If required Custom Miller can store paddy under Joint Custody and Maintenance other than at his mill premises with the prior approval of District Manager in writing.
- (d) The responsibility for maintenance of quality and quantity of the paddy stored shall be of the concerned miller. No shortage on account of quality and quantity of paddy shall be allowed to the miller on account of such joint storage and maintenance.
- (e) The miller shall ensure storage of paddy stocks of OSCSC Ltd. separately from that of his own purchased paddy and paddy stocks of FCI or other agencies by erecting a fencing etc.
- (f) The miller shall keep a separate record of paddy stock indicating positioning of stacks, and number of bags and quantity in each stack.
- (g) The District Manager of the Corporation or his authorized official shall conduct physical verification of the paddy stocks on a regular basis. The physical verification report besides indicating physical availability of stocks and their quality should clearly depict the quantity delivered & available with the miller. The District Manager shall be responsible for such physical verification of stock in due time.
- (h) The miller shall keep the paddy stock of OSCSC Ltd. free from all encumbrances. He shall not obtain any loan from any Bank/Financial Institution/ Person by way of pledge/ hypothecation/ mortgage of paddy stock held under joint custody.
- (i) For the purpose of transportation of paddy & subsequent storage, the paddy shall be handed over to the custom miller on execution of A/C and transit passes at purchase centers.
- (j) The paddy stock kept in joint custody shall be issued to the miller in a phased manner based on his daily milling capacity & quantity of CMR delivered by him etc. For such purposes a Release Order shall be prepared and issued by the authorized officials of the Corporation in the prescribed format at the district indicating the quantity issued for milling.
- (k) The stock of paddy milled without proper release order shall be considered as a serious lapse & such milling shall be treated as un-authorized milling.

- (l) It shall be the duty of both custom miller & authorised officer of Corporation to maintain stock & issue records of paddy stored in joint custody. Proper record of issuance of release orders shall also be maintained by the authorised officer.
- (m) Paddy stock kept at the mill shall be insured against floods, fire and other natural calamities by the Corporation and the premium shall be charged to millers accounts. However, this will no way reduce the liability of the millers to return the stock of Corporation.
- (n) The Custom Miller shall be given AC notes in duplicate from the PPC/PACS, One copy (Yellow colour) is meant for the Custom Miller and the other copy (Green colour) shall be handed over to the authorized officer.
- (o) The custom miller & authorised officer shall submit a weekly report to the District Manager, OSCSC Ltd. as per the prescribed format on each Monday. This report shall also be submitted by the Custom Miller / Authorized officer in the software provided by OSCSC Ltd.

(ii) Role of Corporation

- (a) Corporation or Collector of the District or District Manager shall appoint an authorised officer for each mill by an order in writing. This officer shall be in the rank of Marketing Inspector/ Inspector of Supplies / ACSO. If required, one officer can remain in charge of more than one mill.
- (b) Authorised officer shall make physical verification of the paddy stock on weekly basis.
- (c) Authorised Officer shall maintain a register for joint custody. He shall maintain such register on the basis of physical arrival of paddy and AC note obtained from the custom miller (Green Colour) . This AC note shall be preserved by the Authorised Officer.
- (d) Authorised officer shall prepare & issue release order for delivery of paddy to the miller for custom milling as per his milling capacity and delivery of CMR to OSCSC Ltd.
- (e) It shall be duty of the both custom miller & authorised officer of Corporation to maintain stock & issue records of paddy stored in joint custody. Proper record of issuance of release orders shall also be maintained by the authorised officer.
- (f) District Manager, OSCSC Ltd. will make payment to the custom millers for joint custody and maintenance at the rate decided by Corporation.

Clause-13 Responsibilities of Custom Millers

- (i) The Custom Miller shall take delivery of paddy from the PPC of Corporation/PPC operated through PACS / WSHG / Pani Panchayat and from CAP storage for milling of paddy in his own rice mill and give delivery of resultant milled rice to the Corporation. The Custom Miller shall render the service as provided in this agreement and also as directed by the Collector of the District / District Manager /General Manager/Managing Director of the Corporation, or any officer acting on their behalf, together with such additional, auxiliary and incidental duties indicated by the Collector / District Manager / General Manager / Managing Director or any officer acting on their behalf and which are not inconsistent with these terms and conditions.
- (ii) The custom miller or his authorized representative shall remain present in the Paddy Purchase Centre operated by the Corporation and through PACS as tagged, at the time of quality testing and weighment of paddy for procurement by the Corporation.

Wherever assigned the custom miller shall be duty bound to provide all such labour operations in purchase centers / PACS / Market Yards as may be assigned to him by the District Manager / District Collector, for which he shall be paid proportionate mandi labour charges decided by the Corporation considering the rates approved by Government of India.

- (iii) The custom miller shall take delivery of the paddy on daily basis, so procured, on "AS IS WHERE IS BASIS", on executing Transit Pass and Acceptance Note. The District Office of the Corporation shall intimate the quantum of paddy to be delivered and place of delivery of rice from time to time.
- (iv) The custom miller shall be responsible to lift the paddy on the same day or maximum within two days of the purchase of paddy at PPC, failure of which, the District Manager / Collector may take suitable action, as per the agreement.
- (v) The custom miller will transport the delivered paddy and the milled rice with adequate protection, safety and at his own risk.
- (vi) The paddy so delivered to the custom miller should be kept separately in the godown premises as specified under Joint and Custody maintenance.

- (vii) The custom miller shall mill the paddy in his own mill, which has been mentioned in the agreement. The custom miller will do priority milling of paddy supplied by OSCSC and take steps for delivery of rice within the time limit fixed by the Corporation.
- (viii) The degree of polish given to the rice shall not contravene the provision of the Orissa Rice and Paddy Procurement (Levy) & Restriction on Sale and Movement Order, 1982, as amended from time to time.
- (ix) The custom miller shall ensure that resultant rice after milling of paddy is aerated for forty-eight hours before bagging. The unit of counting will be one unit (one bag) of fifty kg. (net).
- (x) The custom miller shall deliver to the Corporation par boiled rice / raw rice, in the out turn ratios as may be fixed by Government of India from time to time in respect of FAQ/URS Paddy supplied to him. In respect of the quantity of paddy received, the custom miller shall deliver the resultant quantity of parboiled rice or raw rice as may be intimated by the District Manager / Corporation.
- (xi) Under no circumstances the miller will be entitled to claim shortage in paddy/rice in course of storing, milling, transporting, lifting and delivering due to happening of any theft, fire, flood, rioting, cyclone or any other natural or man made incident/incidents or calamities or due to any complaint in quality of paddy received. In the event of any shortage or misappropriation the miller is liable to pay the economic cost of the paddy/rice as on the day of happening of the circumstance along with interest @ 12% per annum on such economic cost for the period from the date of shortage till the date of recovery. In the event of any shortage occurring due to any accident or mishap, the reasons and circumstances of which were found by the Corporation to be beyond the control of the custom miller, the custom miller shall be liable to pay the cost of shortage of stock along with all expenses incurred by the Corporation and interest at such rate and for such period as may be directed by the Corporation.
- (xii) Delivery of rice shall be on proper Delivery Certificate and deemed to have been completed after the stocks are unloaded in the godowns as per directions of the District Manager or any officer authorized by the Corporation after necessary weighment, inspection, and approval of the quantity is accordance with the prescribed procedure of the Corporation at the cost of the custom miller and issue of Acceptance Note. The unloading of rice bags and dumping in RRC and

weighment shall be done by the custom miller. However where the custom miller at his own cost does the stacking of bags in RRC he shall be paid @ Rs.2.00 per qtl. Of CMR for such work. Where the custom miller does not provide the labour services for unloading and weighment of stocks in RRCs, a sum of Rs.2.00 per qtl. of rice shall be deducted from the mandi labour charges or other charges as payable to him. However no such deductions shall be made in the cases where the Custom Miller could not provide such labour services in the RRCs due to reasons and under the circumstances beyond his control

- (xiii) The custom miller shall be responsible for delivery of rice in double line machine stitched new B-Twill gunny bags as will be supplied by the Corporation.
- (xiv) In case the Corporation has not supplied the gunny bags as per specification and the custom miller as per orders of OSCSC Ltd. / District Manager has to arrange gunny bags of the required specification, the custom miller shall deliver rice in such self-procured gunny bags. In such cases the cost of such gunny bags will be reimbursed to the custom miller at the approved rate as decided by the Corporation.
- (xv) In case the custom miller supplies new gunny bags at his own cost, he shall stencil the following information in Green colour and fill up the same neatly for the purpose of delivery of rice.
 - a) Logo of the Corporation.
 - b) A/C. OSCSC Ltd.
 - c) Name of the custom Miller.
 - d) Place of supply.
 - e) Grade/variety of rice
 - f) Net weight.
 - g) Kharif Marketing Season.

- (xvi) **It has been decided to adopt Blue Colour Coding for gunny bags for KMS-2010-11.**

The following colour coding shall be followed for the gunny bags during KMS 2010-11. Colour coding or identification marking on every bag at a distance of about 150 mm away from any one side of the selvedge shall be in “**Blue**” colour: Stencil or Branding shall be in “**Blue**” colour; Marking or Stitching on the mouth of the bag after filling the grain shall be done in “**Blue**” colour; There shall be a single “**Blue**” stripe running along the length of the bag at the centre. The

millers shall machine stitch a white Rexin slip /Canvas slip/Cloth slip along the mouth of each bag on the outer side bearing name of the Miller, Crop year, Code No., Net weight, Lot No., Category of Rice.

- (xvii) The custom miller shall standardize the gunny bags with rice each weighing 50 kgs net per bag and shall fill up the proforma printed on the gunny bags at his own cost.
- (xviii) The custom miller will deliver milled rice to Corporation as per the standards and uniform specifications fixed by the Government of India i.e. FAQ norms applicable for rice and also as per the directions issued to him by the Corporation from time to time. If on analysis of the rice stock at the time of delivery is found to be not conforming to the prescribed standard, then the same will not be accepted. The Custom Miller shall have to deliver fresh stock of rice conforming to prescribed specification.
- (xix) If during delivery, the rice stock is found to be not conforming to the prescribed standard, the stock shall not be accepted and the reasons for non-acceptance shall be briefly stated which shall be final and binding.
- (xx) The custom miller will ensure double machine stitching of rice bags as per instruction of Corporation and cost thereof will be borne by Custom Miller.
- (xxi) The custom miller shall receive the gunny bags supplied by the Corporation and in case of any defects the same shall be intimated to District Manager within a period of seven days maximum.

It shall be the duty of the custom miller to keep an account of the number of new gunnies received by him from OSCSC along with the paddy, the number of gunny bags consumed by him for delivery of rice and the number of bags fallen empty after milling and delivery of rice where gunnies were supplied by OSCSC Ltd.

- (xxii) The excess new gunnies received by the Custom Miller for delivery of CMR shall be deposited by the custom miller with the corporation or shall be carried forward to next KMS if instructed so by the District Manager failing which the cost of such excess gunny bags will be recovered from his bills.
- (xxiii) For packing, transport and storing of paddy purchased, required bags shall be supplied by the Millers. And he shall be entitled to get gunny depreciation at the rate decided by the Corporation from time to time. The miller shall keep a separate account of such bags supplied by him.

- (xxiv) The Custom Miller shall duly preserve the paddy stock received by him from the Authorised Officer of the Corporation and the rice stock derived out of milling of paddy separately by adopting proper scientific storage facilities.
- (xxv) It will be the duty of the Custom Miller to effect necessary and adequate insurance coverage for all stocks of CMR handled by him in pursuance of the contract in different stages of operations.
- (xxvi) The Custom Miller will maintain adequate records for stock of paddy, rice & gunny. He will also maintain such records as may be prescribed by the Corporation.
- (xxvii) For lifting, transportation or delivery of paddy and rice, the forms and stationeries as prescribed by the Corporation shall exclusively / strictly be used by the custom miller at his own expenses.
- (xxviii) The Custom Miller shall produce the books of accounts for checking of Corporation officials, Government officials and other officials authorized under different Statutes. He will also allow the said officials for checking of quality and quantity of paddy and rice stock, as and when required. The expenses, if incurred in the process, shall be borne by the custom miller.
- (xxix) In the event of the custom miller winding up his business or entering in to any agreement with his creditor, failing to observe any of the terms of this agreement, the Corporation shall have right to terminate agreement forthwith in addition to and without any prejudice to any other right or remedies which Corporation may have and the Corporation may claim from the custom miller the loss/damages sustained, costs incurred by reason of the breach of the agreement, or part thereof by the custom miller. The custom miller shall also deliver to the Corporation all quantities of food grains that shall be at his possession, or control and all books, accounts and documents relating to the said agreement.
- (xxxx) The custom miller shall not subject, transfer or assign this contract or any part there of to anybody without prior approval of the Managing Director in writing.
- (xxxix) The Custom Miller will bind himself to carry out such instructions as are incidental to this agreement and as may be issued by the Corporation or its officer from time to time.
- (xxxixii) The Custom Miller shall strictly abide by the rules, regulations and orders thereon under the various Central and State Government Acts and rules. The Custom

Miller shall be liable for all charges regarding expenses incurred by the Corporation for the negligence and/or non-performance of any service under the agreement and his failure to carry out the instructions.

(xxxiii) The Custom Miller shall be duty bound to carry out the orders of District Manager of the Corporation for shifting of paddy from his premises to any other place at any time on account of his non performance, non delivery of CMR, slow delivery of CMR, bad quality of CMR, break down of machineries, labour problem, insolvency, negligence by the miller, change of ownership of the mill and any other such reasons communicated to him in writing by the District Manager, OSCSC Ltd. The expenses so incurred shall be borne by the Custom Miller.

(xxxiv) If assigned by the Corporation, the custom miller shall provide mandi labour services for all operations in purchase centers or a part there of for which he shall be paid mandi labour charges at the rate decided by the Corporation.

Delivery of CMR

i) The custom miller shall be duty bound to deliver CMR at Rice Receiving centres / FCI depot / CWC/OSWC godowns located with in the district or outside the district as per the instructions issued by District Manager / OSCSC head office.

ii) The Custom Miller can not claim any fixed proportion of CMR to be delivered at corporation godowns and FCI depots. The proportion of delivery shall be fixed by the District Manager / OSCSC head office, which shall be binding on the custom miller.

Computerisation

i) The Custom Miller shall have computer hardware with internet connection and Data Entry Operator at his disposal. He shall be duty bound to report such information through software / programme provided by OSCSC Ltd.

ii) The payment to the millers shall be subject to the providing information as provided in para-i above.

Clause-13 Volume of Work

The Corporation shall not guarantee any definite volume of work at any time or through out the period of contract. It need not also be necessarily entrusted to one single

miller for any specified work. The Corporation; will have the exclusive right to appoint one or more millers for any work at the same approved rates, terms and conditions.

Clause-14 Modalities of Payment

- a. The custom miller shall be paid for milling and other services as has been assigned to him at the rates decided by corporation from time to time. It shall be the duty of the Custom Miller to submit the bills / vouchers / documents as prescribed by OSCSC Ltd.
- b) It shall be responsibility of the custom miller to deposit copies of all Acceptance Note (Paddy & Rice) receipts along with the bill for claiming milling charges for payment on a fortnightly basis. If the custom miller fails to deposit all the Acceptance Notes within 7 days time from end of each fortnight then the custom miller shall be responsible for any dispute in paddy / rice delivered quantity, unless he intimates the District Manager about non receipt of Acceptance Notes in respect of paddy / rice quantity.
- c) Deduction at source of, Income tax and other statutory levies, as applicable will be made from the bills of the Custom Miller.
- d) The recoverable dues from the custom miller if not paid by him shall also be recovered from his above bills.
- e) The payment towards custom milling charges alongwith transportation charges, handling charges, if any, shall be made to the custom miller in shape of account payee cheque / online transfer only by the District Office under due acknowledgement.

Claus- 15

The guidelines issued by Corporation for implementation of the scheme of Decentralized Procurement of Paddy and Supply of Rice during the Kharif Marketing Season 2010-11 shall constitute a part of this agreement and shall be binding on the Custom Millers.

Clause-16 Jurisdiction of Court

l) In the event of any dispute covering or arising out of this contract /agreement the jurisdiction of the court shall be at _____ district within State of Orissa & it is hereby expressly agreed that neither party shall be competent to bring any

case / suit in regard to the matters covered by this agreement at any place out side _____ district.

II) It is hereby expressly agreed & declared by & between the parties here to that all amounts due to the Corporation under terms of the agreement if not paid in time be recoverable under Orissa Public Demand Recovery Act 1962 (Orissa Act – 1 of 1963) or through Civil Court & shall bear interest at the rate of 12% per annum from the date when such payment falls due up to the date of final recovery”. Besides criminal action shall also be taken against the defaulting millers for such shortage in appropriate court of law within the State of Orissa following the provisions of law in force.

In witness whereof, the parties hereto have put their hands and seals on the dates respectively given against their signatures.

(Signature)
(Name in capital letters)
District Manager
(Seal)

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

Witness

Witness

1.(Signature)
(Name in capital letters)
S/o.
Address

1. (Signature)
(Name in capital letters)
S/o
Address

2.

2.