

(Agreement to be executed on stamp paper of Rs. 2000/- (Two Thousand Rupees)
and attested by Notary Public and each page to be signed by the District Manager
and the Miller)

AGREEMENT

Crop Year _____

Code No. of Miller _____

d. This Agreement is entered into on _____ by and between the Managing
Director, _____ (name of the agency with
complete address) through its authorized officers i.e., District Manager,
_____, hereinafter referred to as first party which expression shall
unless repugnant to the context thereof shall mean and include its successors and assignees of
the first part..

And

Government of Punjab

----- 1-----

M/s _____ (name of the mill) through its Managing Partners/Managing Director/Sole Proprietor (strike off whichever is not applicable) _____, hereinafter referred to as 2nd party/"miller" which expression shall, include their successors/legal heirs and permitted assignees of the second part.

Whereas the first party i.e. the Government Agency is desirous of having paddy milled into rice from the second party i.e. miller as per the various provisions of State Custom Milling Policy for KMS 2016-17 and the miller agrees to mill paddy on the terms and conditions hereinafter contained:-

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:-

1. That all the terms and conditions of the Custom Milling Policy for KMS 2016-17 and any subsequent amendment made therein as duly approved by the State Government shall be treated as part of this agreement and both the parties agree to abide by the same.
2. The miller shall not undertake custom milling of paddy of any other un-allotted Government agency or of any other person or of any concern unless and until he completely delivers rice processed out of paddy duly allotted by the first party. Also, second party/miller shall not utilize the allotted agency's paddy stored with him for delivery of advance rice in FCI account under any circumstances.
3. That the second party/miller shall utilize entire milling capacity strictly on the basis of paddy stocks stored by Government/Procurement Agency and purchased by the miller in his account.
4. That the miller shall not get the electricity connection of his mill disconnected till completion of milling of contracted paddy.
5. That the quantity of paddy stored in the rice mill will be as per the final receipt (attached) on completion of storage of paddy, which will be jointly signed by both the parties.
6. That the miller shall keep the record of custom milling of paddy in the following Performa and shall submit fortnightly report to the District Food & Supplies

Controller/District Manager of concerned agency which shall be up-dated at the time of receipt of additional paddy if any, for custom milling and of the delivery of each consignment of rice to the Central Pool.

7.

<u>1</u>	<u>2</u>	<u>3</u>	
<u>Name of agency</u>	<u>Name of the storage centre</u>	<u>Variety of paddy</u>	
<u>4</u>	<u>5</u>	<u>6</u>	
<u>Opening stocks of paddy</u>	<u>Qty. Of Paddy issued out of Col.4 by Govt./Agency for Milling</u>	<u>Out-turn ratio for conversion of paddy into rice.</u>	
<u>(Bags Weight in Qtls.)</u>	<u>(Bags Weight in Qtls)</u>	<u>Raw</u>	<u>Par-boiled</u>
<u>7</u>	<u>8</u>	<u>9</u>	
<u>Milling Rate</u>	<u>Qty. of paddy milled</u>	<u>Qty of rice delivered</u>	<u>Contract Numbers</u>
<u>Raw</u> <u>Par-boiled</u>	<u>(Bags Weight in Qtls)</u>		
<u>10</u>			
<u>Balance un-milled paddy</u>			
<u>(Bags Weight in Qtls)</u>			
<u>11</u>		<u>12</u>	
_____		_____	
Signature of the miller		Signature of Inspecting Authority Centre	
With date.		In-charge-with date.	
(NAME IN CAPITAL LETTERS)		(NAME IN CAPITAL LETTERS)	

8. That the second party/ miller shall undertake shelling of paddy at the rates fixed by the Government of India from time to time and provide services as per details given below: -

- a) De-stacking of paddy.

- b) Loading of paddy from storage point, transportation and unloading of paddy for milling at haudi/drying.
- c) Drying of paddy stocks.
- d) Katai of paddy bags before de husking.
- e) Re-stacking of paddy stocks.
- f) De-husking of paddy stocks.
- g) Filling up of bags of rice prior to dara making.
- h) Dara making of rice bags and filling/sewing of bags with double line machine Stitching.
- i) Transportation of rice to FCI depot.
- j) Delivery of acceptance notes, weight-check memos and other relevant documents for claiming payment from the Food Corporation of India and uploading them on website as directed by the Government from time to time.
- k) Miller shall stitch a raxin slip/canvas slip with each bag, bearing name of the mill/Centre/District/ category of rice/ net weight/ contract no./ crop year on the bags.
- l) The miller shall be responsible for maintaining the quality and quantity of the paddy/rice stocks till the delivery of rice to FCI under the supervision, control and assistance of the agency officials.

9. That the delivery of paddy shall be made on book weight to the millers. In case paddy is delivered from storage depot of the procuring agency, it shall be transported by the miller at his own cost. Paddy shall be in the joint custody of the agency and the miller, till its milling is completed and rice delivered to Food Corporation of India.

10. That the second party/miller shall be responsible for the safe custody of paddy stocks (both quantity and quality) till the delivery of rice as per out- turn ratio fixed by the Government of India.

11. That the second party/ miller shall ensure that the resultant rice after milling of paddy is aerated for 72 hours before its filling in bags. The degree of polish given to rice shall be as per norms fixed by FCI.

12. That the by-products viz. broken rice, rice kani, phuk (rice husk) etc. obtained during the manufacture of rice shall be the property of the second party/miller and the first party i.e. Government/Procuring Agency shall have no right or responsibility in this regard. All the taxes pertaining to by-products, if any, shall be borne by the miller and the State procuring agencies shall not be responsible for this.
13. That the stocks of paddy/rice shall be open to physical verification/inspection by the concerned agencies and the miller shall facilitate the same. Any quality allowance determined at the time of inspection according to the specifications shall be recovered from the miller's bills.
14. That the entire quantity of rice of all varieties delivered by the second party/miller to the Government/Procurement Agency shall conform to the specifications laid down in the Punjab Rice Procurement (Levy) Order, 1983, as amended from time to time or in any other order or notification issued by the Govt. of India/State Government from time to time. The stocks of rice not conforming to the specifications so laid down shall be liable to be rejected. The 2nd party/ miller shall be required to manufacture rice as per specifications laid down by the Government of India and deliver the same to the Food Corporation of India, at its depots by 31.03.2017.
15. That the 2nd party/ miller shall deliver rice on the total quantity of paddy stored with him, at regular intervals, not later than 31-03-2017 and shall ensure milling of paddy and delivery of rice as per the following schedule: -

<u>Month</u>	<u>Percentage of Delivery</u>
Upto 31 st December, 2016	33%
Upto 15 th February, 2017	66%
Upto 31 st March, 2017	100%

16. That in case, a lessee rice mill fails to complete the milling operations before the expiry of his lease period, he shall get the lease extended of his mill till the completion of milling operations.

17.

That if the miller fails to complete his milling by 31.3.2017, he shall be required to pay the acquisition cost of balance paddy i.e., MSP + Dami + taxes + cost of bag + labour and transportation charges + Custody and Maintenance charges + Administrative charges + incidental charges as allowed by Government of India + interest @ prevalent SBI rates of Cash Credit Limit to be charged from 01-11-2016 till the time he clears the dues. He shall not be paid any milling charges for the undelivered stocks. As aforesaid, if the miller deposits the due amount of the balance un-milled stocks with interest by 31-05-2017, the balance un-milled stocks shall become the property of the rice miller and a proper release order vat invoice shall be issued to him after the deposit of the due amount. The last date of payment shall be 31st May, 2017.

If the miller fails to pay the cost of un-milled paddy by 31-05-2017, action shall be initiated against the miller as per the contract. The balance of un-milled paddy/rice lying with the miller shall be auctioned by the concerned agency at the risk and cost of the millers.

The agency shall have full right to access to the mill where the agency paddy has been stored for lifting the same for auction purposes. It is also made clear that un-milled paddy shall be lifted only from the premises or the separate enclosure provided for the storage of paddy delivered by the agency. The action of lifting the un-milled paddy for auction shall not be construed in any manner as trespass on the premises of the miller.

The auction amount shall be adjusted against the amount recoverable from the miller. In case any recoverable amount is still left, then action shall be launched to recover the amount as per the contract. The defaulter miller shall not be allowed to participate in the auction proceedings.

That in case the second party/miller causes any loss to the stored paddy stocks because of misappropriation, theft etc. or if the rice manufactured by him/her does not conform to the specifications, or if he fails to deliver the rice by the due date, he shall be liable to make good the entire loss @ the acquisition cost of balance

paddy i.e., MSP + Dami + Taxes + Cost of Bag + Labour and transportation charges + Custody and Maintenance Charges + Administrative Charges + Incidental Charges as allowed by the Government of India + Interest @ prevalent SBI rates of Cash Credit Limit to be charged from 01.11.2017 till the time he clears the dues. The liability of quality cuts on rice, if any, shall be that of the miller.

18. That the second party/miller shall not mill paddy of the agency other than the one allotted to him. In case he does so, he shall be black listed and the paddy stocks shall be lifted from his premises at his risk and cost.
19. That second party/miller shall deposit security amount of Rs.1,50,000/- (Rupees One lac fifty thousand only) per 2000 MT of paddy or part thereof stored in his mill by way of Demand Draft. Demand Draft shall be in the favour of Managing Director of the concerned agency. No paddy shall be stored in a rice mill without prior deposit of the requisite security amount. The security deposited shall not carry any interest at the time of refund or adjustment.
20. That the second party/miller shall purchase a minimum of 150 M.Ts. of paddy in his own account or he shall deposit a sum of Rs.5.00 Lac in favour of Managing Director, PUNGARIN by way of preprinted security deposit slip to be collected from concerned District Manager, PUNGRAIN irrespective of its allotment to any agency.
21. That in case the miller fails or neglects to observe or perform any of his obligation under the contract, it shall be lawful for the Government/Procurement Agency to forfeit the security after granting due opportunity of hearing and get the balance work executed at the miller's risk and cost. In case of any recovery/dues, loss or damage to any Government/Procurement Agency property, any extra expenditure incurred or damages suffered by the Government/Procurement Agency it shall be made good from the amount of security deposit furnished by the miller and other payables to the miller.

Provided, that if the losses or damages exceed the amount of security deposits and payables, Government/Procurement Agency shall be within its right to recover the same in accordance with law. Provided further that if the miller performs and completes the contracts in all respects and presents a "No Due Certificate" from any official nominated by the Government/Procurement Agency for the purpose, security deposited shall be refunded without interest.

22. That the material (tarpaulins) etc. which shall be supplied by the procurement agencies to the Rice Mills for proper storage of paddy must be returned to the agency concerned after the completion of processing of paddy and in case the miller fails to return the same then the procuring agency is bound to claim its costs along with simple interest @ 18% per annum.

23. That the issuance/ lifting of paddy and delivery of rice by the second party/miller shall be regulated as under:-

- i) That the second party/miller shall obtain the contract numbers from the official portal as per the directions of the Govt. Miller shall not fudge any figure related with the custom milling or levy for taking undue benefit. If found guilty shall be proceeded against in accordance with law.
- ii) That for the purpose of milling of paddy, stocks will be issued by the staff of procuring agencies in lots of 200 tonnes (two stacks) each through a release order and that paddy issued / received without a proper release order shall be treated as a serious lapse. The next lot of paddy for milling shall be issued only after the resultant rice of previous lot has been delivered to FCI, and the Acceptance Note has been received. The agency shall keep a proper record of issuance of release orders of paddy.
- iii) That the second party/miller shall not mill paddy without issuance of proper release order. The stock of paddy milled without proper release order shall be considered as unauthorized conversion.

24. That the delivery of rice shall be deemed to have been completed by the miller on delivery of rice into the Godowns of FCI and issuance and uploading of acceptance note and weight check memo by the FCI on the State Portal. It shall be the responsibility of the second party/miller to ensure that the "acceptance-note", weight check memo and all other relevant documents are uploaded by FCI on the Department Portal for claiming payment from FCI, failing which the release order for due quantity of paddy shall not be issued.
25. (a) That the second party shall deliver rice to FCI in 50 k.g. bags (B-twill gunny bags) as per FCI specifications. The cost of surplus gunny bags retained by the millers used for packing of paddy would be realized from the millers at the rates fixed by the Govt. of India/State Govt. or under the instructions issued from time to time.
- (b) That second party/miller shall be bound by the decision/policy of Government of India /State Government regarding the re-use of once used gunny bags rendered surplus after the milling of CMR 2015-16, for filling of paddy in KMS 2016-17.
26. That the second party/miller shall arrange wooden crates at his own level for the storage of custom milled paddy of the agency allotted to him in terms of the provisions made to that effect in Custom Milling Policy for KMS 2016-17.
27. That the contract shall come into force with effect from the date of execution of this agreement and shall remain in force up to 30.9.2017 or clearance of dues whichever is earlier. Thereafter, it may be extended at the discretion of the Managing Director of the concerned procurement agency for a further period on the same terms and conditions. The Managing Director however, reserves the right:-
- (a) To terminate the agreement with the miller for shelling of paddy into rice at any time during its currency without assigning any reason. In that event, the miller shall render complete accounts of paddy, rice and gunny bags to the Government/Procurement Agency in his custody and also return the stocks as per direction of the Government/Procurement Agency.

- (b) To withdraw from the miller, at any time, any milling work in respect of whole or part of the stocks covered by the contract not yet lifted by the miller, if he considers it necessary to do so. The decision of the Managing Director of the concerned agency in this regard shall be final and no claim shall be entertained against the Government/Procurement Agency for any loss or damage suffered or alleged to have been suffered by the miller on account of such withdrawal of work.
28. That the second party/miller shall, so long as required by the Government/Procurement Agency during the period of this agreement, deploy whole of his mill for custom milling of paddy under this agreement and shall not carry on any work except milling of his own paddy. If the miller wants to undertake milling of paddy on private basis of any other agency other than allotted he shall have to obtain the prior permission of the Director, Food, Civil Supplies and Consumer Affairs, Punjab in writing.
29. That the miller must submit "fortnightly" bills in the prescribed Performa to the agency within seven days of the close of the fortnight to which the bill pertains and such bill shall be supported by the following documents:-
- A balance sheet in triplicate prepared by the millers to show the balance of paddy and rice brought forward from the previous fortnight or the quantity of paddy received during the fortnight the quantity of paddy milled and products obtained there from during the fortnight and the balance of paddy and rice in stocks on the last day of fortnight for which the bills are prepared. The payment of all such bills will be made by the agency concerned after the completion of all milling operations.
30. That the second party/miller shall not pledge the paddy of the State agencies with the commercial banks for availing cash credit limit. If he indulges in this malpractice, he will be immediately black listed and the stocks of paddy/rice shall be lifted from his mill to other mills at his risk and cost.
31. That the first party i.e. the procurement agency concerned shall have first charge over the land as well as the machinery erected over there and the second party/miller concerned

shall not alienate the same by way of sale, gift, mortgage, except without permission of the Director, Food, Civil Supplies & Consumer Affairs, Punjab.

32. **OUT-TURN RATIO:-**The out-turn ratio fixed by the Government of India as applicable shall be as follows: -

- a) 67% for raw rice.
- b) 68% for par-boiled rice.
- c) Benefit of Driage @1% shall be given to only those rice millers who complete 100% milling within the stipulated time period allowed by the Government of India. No benefit of driage will be given to those millers who would not complete their milling within the stipulated time and deposit the amount of balance rice with the concerned agency. However, par-boiled rice mills are not eligible for driage benefit.

33. That 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 the Managing Director of the concerned agency or any person appointed by him on his behalf. There will be no objection to any such appointment that the person appointed is or was an employee of the Food and Supplies Department, Punjab or the concerned agency or that he had to deal with the matter to which the contract relates and that in the course of his duties such an employee of the Food and Supplies Department, Punjab or the concerned agency had expressed views on all or any of the matter in dispute or difference. The award of such arbitration shall be final and binding on the parties to this contract. It is a term of this contract that in the event of the Arbitrator being transferred or vacating his office or being unable to act for any reason, the Managing Director concerned at the time of such transfer, vacation of office, death or inability shall appoint another person to act as Arbitrator. Such a person shall be entitled to proceed with reference from and the stage where it was left by his predecessor.

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 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. Provided further that all the arbitration proceedings shall be initiated by District Manager concerned who has been duly authorized to do so in terms of the resolution passed in the Board of Directors, PUNGRAIN meeting dated 28 June, 2016.

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 or any statutory re-enactment on modifications thereof shall apply to the arbitration provided under this clause. However, the cases of fraud, theft or 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.

In witness thereof the parties here to have signed this agreement on the day and year first above written.

Signature of Miller

Signature of District
Manager with stamp

Name of miller

Name of the District Manager

Witness: 1. _____ 2. _____

(Name and full address in Capital Letters) (Name and full address in Capital Letters)

Millers M/s _____

1. _____ 2. _____
(Name and full address in Capital Letters) (Name and full address in Capital Letters)

ANNEXURE 1

PROFORMA-I

(As required vide 11(F) of Kharif 2016-2017 policy)

Name of Mill	Whether the Miller has to deliver rice of previous crops, if yes, give details	Whether a criminal case is pending against the party	If defaulter, the names of Partners	Whether the owner/ partner of this rice mill is/was partner/ owner of any other defaulter mill.
1	2	3	4	5

SIGNATURE OF THE
DISTRICT MANAGER

ਸੇਵਾ ਵਿਚ

ਸਮੂਹ ਜਿਲ੍ਹਾ ਕੰਟਰੋਲਰ,
ਖੁਰਾਕ ਸਿਵਲ ਸਪਲਾਈਜ਼ ਅਤੇ ਖਪਤਕਾਰ ਮਾਮਲੇ ਵਿਭਾਗ,
ਪੰਜਾਬ ਰਾਜ ਵਿਚ।

ਸੀਮੇ ਨੰਬਰ: ਆਰ.ਪੀ.2ਚ-2016/ 4।

ਮਿਤੀ, ਚੰਡੀਗੜ੍ਹ 20/11/2016

ਵਿਸ਼ਾ : ਖਰੀਦ ਸੀਜਨ 2015-16 ਦੌਰਾਨ ਖਰੀਦ ਕੀਤੇ ਗਏ ਝੋਨੇ ਦੀ ਸਾਂਭ ਸੰਭਾਲ ਸਬੰਧੀ।

ਹਵਾਲਾ ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿਚ।

2. ਖਰੀਦ ਸੀਜਨ 2015-16 ਦੌਰਾਨ ਖਰੀਦ ਕੀਤੇ ਗਏ ਝੋਨੇ ਦੀ ਸਾਂਭ ਸੰਭਾਲ ਸਬੰਧੀ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਹਦਾਇਤਾਂ ਜਾਰੀ ਕੀਤੀਆਂ ਜਾਂਦੀਆਂ ਹਨ:-

1. ਨਿਰੀਖਕ ਵਲੋਂ ਖਰੀਦੀ ਗਈ ਪੈਡੀ ਸਹੀ ਢੰਗ ਨਾਲ ਸੈਲਰ ਵਿਚ ਪਹੁੰਚਣ ਉਪਰੰਤ ਉਸਦੀ ਮਾਤਰਾ ਰੀਕੌਨਸਾਈਲ ਕਰਕੇ, ਸੈਲਰ ਮਾਲਕ ਵਲੋਂ ਪ੍ਰਾਪਤ ਰਸੀਦ ਸਮੇਤ, ਸਰਕਲ ਦਫਤਰ ਨੂੰ ਰਿਪੋਰਟ ਭੇਜੀ ਜਾਵੇ। ਖਰੀਦ ਕੀਤੀ ਗਈ ਕੁਲ ਪੈਡੀ ਦੀ ਆੜ੍ਹਤੀਆਂ ਨੂੰ ਅਦਾਇਗੀ ਸਬੰਧੀ ਵੀ ਪੂਰਾ ਵੇਰਵਾ ਸਰਕਲ ਦਫਤਰ ਨੂੰ ਭੇਜਿਆ ਜਾਵੇ।
2. ਰਾਈਸ ਮਿਲਾਂ ਵਿਚ ਪੈਡੀ ਦੀ ਪਹੁੰਚ ਤੋਂ ਬਾਅਦ ਪੈਡੀ ਦੀ ਮਾਤਰਾ ਅਤੇ ਕੁਆਲਟੀ ਲਈ ਰਾਈਸ ਮਿਲਰ ਦੀ ਨਿਰੋਲ ਜਿੰਮੇਵਾਰੀ ਹੋਵੇਗੀ।
3. ਨਿਰੀਖਕ ਵਲੋਂ ਰਾਈਸ ਮਿਲ ਵਿਚ ਸਟੋਰ ਪੈਡੀ ਦੀ ਨਿਗਰਾਨੀ ਅਤੇ ਦੇਖਰੇਖ ਪੂਰੀ ਇਮਾਨਦਾਰੀ, ਦਿਆਨਤਦਾਰੀ ਅਤੇ ਲਗਨ ਨਾਲ ਕੀਤੀ ਜਾਵੇਗੀ ਤਾਂ ਜੋ ਸਰਕਾਰ ਜਾਂ ਏਜੰਸੀ ਨੂੰ ਕਿਸੇ ਵੀ ਕਿਸਮ ਦਾ ਕੋਈ ਨੁਕਸਾਨ ਨਾ ਹੋਵੇ।
4. ਨਿਰੀਖਕ ਵਲੋਂ ਯਕੀਨੀ ਬਣਾਇਆ ਜਾਵੇਗਾ ਕਿ ਉਸਦੇ ਵਿਭਾਗ ਵਲੋਂ ਵਾਸਤਵਿਕ ਪੜ੍ਹਤਾਲ/ਨਿਰੀਖਣ ਲਈ ਦਿਤੀ ਸਮਾਂ ਸਾਰਨੀ ਦੀ ਪੂਰੀ ਪਾਲਣਾ ਹੋਵੇ।
5. ਪੈਡੀ ਦੇ ਸਟਾਕ ਦੀ ਹਦਾਇਤਾਂ ਅਨੁਸਾਰ ਪੀ.ਵੀ.ਕਰਨ ਅਤੇ ਮਿਲਿੰਗ ਸਬੰਧਤ ਸਾਰਾ ਰਿਕਾਰਡ ਮੋਨਟੋਨ ਕਰਨ/ਕਰਵਾਉਣ ਦੀ ਜਿੰਮੇਵਾਰੀ ਨਿਰੀਖਕ ਦੀ ਹੋਵੇਗੀ।
6. ਪੈਡੀ ਦੀ ਮਾਤਰਾ ਜਾਂ ਕੁਆਲਟੀ ਬਾਰੇ ਕਿਸੇ ਕਿਸਮ ਦੀ ਸੰਕਾ ਹੋਣ ਤੇ ਮੌਕੇ ਤੇ ਹੀ ਸਬੰਧਤ ਨਿਰੀਖਕ ਫੌਰੀ ਤੌਰ ਤੇ ਮੁੱਢਲੀ ਜਾਂਚ ਕਰਕੇ ਇਸ ਸਬੰਧੀ ਰਿਪੋਰਟ ਆਪਣੇ ਉੱਚ ਅਧਿਕਾਰੀਆਂ (ਸ.ਖ.ਸ.ਅ/ਫੀਲਡ ਅਫਸਰ ਅਤੇ ਜਿਲ੍ਹਾ ਮੈਨੇਜਰ) ਨੂੰ ਦਿੱਤੀ ਜਾਵੇਗੀ। ਇਸ ਤਰ੍ਹਾਂ ਫੌਰੀ ਤੌਰ ਤੇ ਘਾਟ ਸਬੰਧੀ ਰਿਪੋਰਟ ਉੱਚ ਅਧਿਕਾਰੀਆਂ ਦੇ ਧਿਆਨ ਵਿਚ ਲਿਆਉਣ ਤੇ ਨਿਰੀਖਕ ਦੇ ਖਿਲਾਫ ਕੋਈ ਕਾਰਵਾਈ/ਕੇਸ ਨਹੀਂ ਕੀਤੀ ਜਾਵੇਗੀ/ਜਾਵੇਗਾ, ਬਸ਼ਰਤ ਕਿ ਬਾਅਦ ਵਿਚ ਨਿਰੀਖਕ ਦੀ ਮਿਲਰ ਨਾਲ ਕਿਸੇ ਤਰ੍ਹਾਂ ਦੀ ਮਿਲੀਭੁਗਤ ਸਾਬਤ ਨਾ ਹੁੰਦੀ ਹੋਵੇ।
7. ਜੇਕਰ ਸਬੰਧਤ ਏਜੰਸੀ ਦੇ ਕਿਸੇ ਵੀ ਸੀਨੀਅਰ ਅਧਿਕਾਰੀ ਜਾਂ ਟੀਮ ਦੇ ਧਿਆਨ ਵਿਚ ਆਉਂਦਾ ਹੈ ਕਿ ਨਿਰੀਖਕ ਵਲੋਂ ਹਦਾਇਤਾਂ ਅਨੁਸਾਰ ਪੀ.ਵੀ./ਨਿਰੀਖਣ ਨਹੀਂ ਕੀਤਾ ਗਿਆ, ਸਹੀ ਰਿਕਾਰਡ ਮੋਨਟੋਨ ਨਹੀਂ ਕੀਤਾ ਜਾ ਰਿਹਾ, ਉਸ ਵਲੋਂ ਫਰਜ਼ੀ ਐਂਟਰੀਆਂ ਪਾਈਆਂ ਹੋਈਆਂ ਹਨ ਅਤੇ ਰਿਕਾਰਡ ਅਤੇ ਅਸਲ ਮਾਤਰਾ/ਕੁਆਲਟੀ ਵਿਚ ਕੋਈ ਫਰਕ ਹੈ ਅਤੇ ਪੈਡੀ ਸਟੋਰ ਕੀਤੀ ਗਈ ਜਗ੍ਹਾ ਤੋਂ ਖੁਰਦ ਖੁਰਦ ਕਰ ਲਈ ਗਈ ਹੈ ਤਾਂ ਅਜਿਹੇ ਹਾਲਤਾਂ ਵਿਚ ਨਿਰੀਖਕ ਦੀ ਬਰਾਬਰ ਜਿੰਮੇਵਾਰੀ ਹੋਵੇਗੀ ਅਤੇ ਉਸ ਵਿਰੁੱਧ ਕੋਈ ਵੀ ਕਾਰਵਾਈ ਕਰਨ ਲਈ ਸਬੰਧਤ ਏਜੰਸੀ ਆਜ਼ਾਦ ਹੋਵੇਗੀ।

[Signature]
ਅਡੀਸਨਲ ਡਾਇਰੈਕਟਰ (ਚੱਲ)

ਪਿੱਠ ਅੰਕਣ ਨੰਬਰ: ਆਰ.ਪੀ.2ਚ-2016/ 4 2

ਮਿਤੀ, ਚੰਡੀਗੜ੍ਹ 20/11/2016

ਉਪਰੋਕਤ ਦਾ ਉਤਾਰਾ ਹੇਠ ਲਿਖਿਆਂ ਨੂੰ ਸੂਚਨਾ ਅਤੇ ਲੋੜੀਂਦੀ ਕਾਰਵਾਈ ਹਿੱਤ ਭੇਜੀ ਜਾਂਦੀ ਹੈ:-

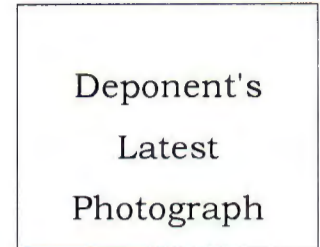
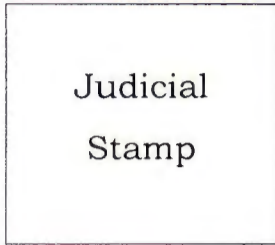
1. ਮੈਨੇਜਿੰਗ ਡਾਇਰੈਕਟਰ, ਪੰਜਾਬ ਐਗਰੋ ਫੂਡਗਰੇਨਜ਼ ਕਾਰਪੋਰੇਸ਼ਨ, ਸੈਕਟਰ 28, ਚੰਡੀਗੜ੍ਹ।
2. ਮੈਨੇਜਿੰਗ ਡਾਇਰੈਕਟਰ, ਪੰਜਾਬ ਰਾਜ ਗੁਦਾਮ ਨਿਗਮ, ਸੈਕਟਰ 17, ਚੰਡੀਗੜ੍ਹ।
3. ਮੈਨੇਜਿੰਗ ਡਾਇਰੈਕਟਰ, ਮਾਰਕਵੈਡ, ਸੈਕਟਰ 35, ਚੰਡੀਗੜ੍ਹ।
4. ਮੈਨੇਜਿੰਗ ਡਾਇਰੈਕਟਰ, ਪਨਸਪ, ਸੈਕਟਰ 34, ਚੰਡੀਗੜ੍ਹ।
5. ਮੈਨੇਜਿੰਗ ਡਾਇਰੈਕਟਰ, ਪਨਗਰੇਨ, ਅਨਾਜ ਭਵਨ, ਸੈਕਟਰ 39/ਸੀ, ਚੰਡੀਗੜ੍ਹ।
6. ਪ੍ਰਧਾਨ, ਪੰਜਾਬ ਖਰੀਦ ਏਜੰਸੀਆਂ ਦੀ ਸਾਂਝੀ ਤਾਲਮੇਲ ਕਮੇਟੀ, ਚੰਡੀਗੜ੍ਹ।

[Signature]
ਅਡੀਸਨਲ ਡਾਇਰੈਕਟਰ (ਚੱਲ)

AFFIDAVIT

Annexure-VI

(SPECIMEN)



(To be executed on stamp paper of Rs 20 & attested by Notary Public)

I, _____ son of _____ r/o
_____, the Authorized/Managing Partner of
M/s _____ do hereby solemnly affirm and
declare as under:

1. That I along with _____ (no. of partners) partners have been running the rice mill under the name and style M/s _____ situated at _____.
2. That the aforesaid partnership firm consists of the following partners:
 - a.
 - b.
 - c.

(Give complete details and address of all the partners)

3. That aforesaid rice mill is situated on land measuring _____ bearing Khasra No. _____ as per the Jamabandi for the year _____. (Attach latest copy of Jamabandi)
4. That the said property is free from all prior charges and encumbrances.
5. That none of the partners is partner/owner/lessee of any other defaulter sheller in the State of Punjab.
6. That I hereby undertake that none of the partners shall sell/dispose off the above noted property till the liabilities of the rice mill are discharged towards the procurement agency.

7. That no case regarding embezzlement of paddy of any procurement agency pertaining to previous years was ever registered against me or any of the other partners nor any such case is pending against me or any other partner in any court of law.

8. That I undertake to execute the necessary agreement against allotment of paddy for milling on behalf of the firm and shall also deposit the required security with the concerned agency.

9. That I shall arrange the required quantity of crates for storage of paddy of any agency allotted for milling during KMS 2016-17 as per the Milling Policy.

10. That I along with other partners shall be fully accountable and responsible for all dues of the concerned agency which shall arise against the rice mill at any later stage.

11. That I undertake not to introduce any change in the constitution of the partnership firm without prior approval of competent authority of the Department of Food, Civil Supplies & Consumer Affairs, Punjab.

12. That I shall furnish the complete details of the share holders of the company and the shares held by them in the company.

13. That the company shall not store paddy at unauthorized place other than provided in the Custom Milling Policy 2016-17.

14. That the company shall not pledge paddy of the Government Procurement Agency nor have pledged the same in the previous years with any Bank/Financial Institution for availing any loan facility/cash credit limit.

15. That the Government Procurement Agency shall have first charge over the land as well as the machinery erected over there and that the deponent shall not alienate the same by way of sale, gift, mortgage except without permission by the Director, Food, Civil Supplies & Consumer Affairs, Punjab.

16. That I do not have any other bank account other than the bank (s) of which bank certificate (s) is hereby furnished.

Deponent

VERIFICATION

Verified that the contents mentioned in my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated-

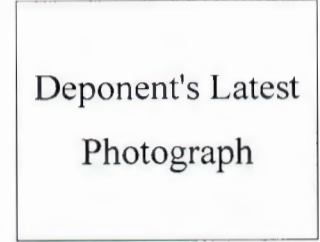
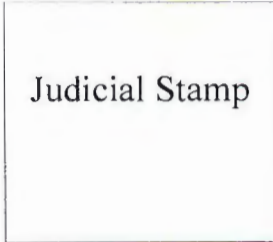
Deponent

9

AFFIDAVIT

Annexure-VII

(SPECIMEN)



(To be executed on stamp paper of Rs 20 & attested by Notary Public)

I _____ son of _____
r/o _____ do hereby solemnly affirm and declare as under:

1. That I have been running the Rice Mill namely M/s _____ located at _____ on the land measuring _____ bearing Khewat Khatauni No. _____ Khasra No. _____ Jamabandhi for the year _____ situated at _____ Distt. _____ Jamabandhi attached herewith.
2. That I undertake not to sell or dispose off the above noted property till the liabilities of rice mills stand discharged towards the procuring agency.
3. That the said property is free from all prior charges and encumbrances.
4. That I and other partners of the said firm are not partners in any defaulter Sheller in the Punjab.
5. That no owner/partner/Director etc. is involved in any criminal case.
6. That Connection of Electricity will be got installed within the stipulated period as prescribed in Custom Milling Policy 2016-17 issued by the Government of Punjab.
7. That I shall purchase minimum quantity of paddy i.e. 150 M.T. in levy account or deposit security amount in lieu of purchase of levy paddy.
8. That I shall execute the necessary agreement and deposit the required security with the concerned agency.
9. That I have not purchased/leased the mill, the premises which are defaulter of any agency in the previous years.
10. That I shall arrange the required crates for storage of paddy of any agency allotted for milling during KMS 2016-17 as per Milling Policy.
11. That I shall be fully responsible for all dues of the rice mill which will arise at any later stage towards the concerned procurement agency.
12. That I will not make any change in the nature of business of my firm without prior intimation to the department of Food, Civil Supplies and Consumer Affairs, Punjab.

13. That I shall furnish the complete details of the share holders of the company and the shares held by them in the company.

14. That the company shall not store paddy at unauthorized place other than that provided in the Custom Milling Policy 2016-17.

15. That I shall not pledge paddy of the Government Procurement Agency nor have pledged the same in the previous years with any Bank/Financial Institution for availing any loan facility/cash credit limit.

16. That the Government Procurement Agency shall have first charge over the land as well as the machinery erected over there and that the deponent shall not alienate the same by way of sale, gift, mortgage except without permission by the Director, Food, Civil Supplies & Consumer Affairs, Punjab.

17. That I do not have any other bank account other than the bank (s) of which bank certificate (s) is hereby furnished.

Deponent

d
Verification

Verified that the contents mentioned in my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated-

Deponent

Annexure VIII

REGISTRATION CERTIFICATE FROM REGISTRAR OF FIRMS

(Self Attested Photocopy)

(PASTE HERE)

Note: In case the firm is not registered with the Registrar of Firms, attach any other Government Documents like sales tax number showing partnership of the firm with duly signed crossed letter head of the firm

Annexure IX

PARTNERSHIP DEED (in case of partnership firm)

(Self Attested Photocopy)

(PASTE HERE)

g

Annexure X

MEMORANDUM OF ASSOCIATION AND ARTICLE OF ASSOCIATIONS

(Self Attested Photocopy)

9

Annexure XI

Miller's Account of previous year (2015-16)

at

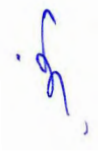
CANCELLED CHEQUE
(PASTE HERE)

d

PAN CARD
(Self Attested Photocopy)
(PASTE HERE)

g

AADHAAR CARD
(Self Attested Photocopy)
(PASTE HERE)



Annexure XV

AUTHORIZATION IN CASE OF PROPRIETORSHIP/ PRIVATE LIMITED FIRM/LIMITED/PARTNERSHIP FIRM

(If Applicable, for details, see below)

(PASTE HERE)

d.

Note:

1. In case of Proprietorship firm attach any government document showing proprietorship of the firm along with duly signed crossed letter head of firm.
2. In case of private limited/ limited company, attach memorandum along with resolution from the Board of Directors. (In original)
3. In case of partnership firm, attach photocopy of the partnership deed (self attested) and NOC/ Power of Attorney from other partners on letter head of the firm in original duly attested by Notary public.

Annexure XVI

INCOME TAX RETURN (For the last 3 years)

(Self attested copy)

(PASTE HERE)

2

Annexure XVII

PICTORIAL PLAN OF PADDY STACKS STORED WITH NO OF STACKS
(PASTE HERE)

g

SITE PLAN FOR THE STORAGE SITE
(PASTE HERE)

5,

CERTIFICATE FROM THE BANK

It is certified that the firm/ company namely _____ having an account no _____ with the bank namely _____ is having following partners/ shareholders as per the records provided by the account holder.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

They are enjoying the following limits:

Limit Sanctioned

Outstanding

Security held

Bank Manager
(Name and seal of the bank)

Annexure XX

QUALITY AND QUANTITY CERTIFICATE

(To be on the letter head of the rice miller)

It is verified that I have received _____ bags weighing _____ quintals of GRADE A paddy confirming to Government of India Specifications.

Sign and Seal of the Rice Mill

(To be verified by the Distrtict Manager and the Inspector)