



**Government of West Bengal
Food & Supplies Department
Khadyashree Bhawan
11 A, Mirza Ghalib Street, Kolkata-700087
<https://food.wb.gov.in>**



No. 4754-FS/Sectt/Food/4P-08/2025

Date: 25-09-2025

From : The Special Secretary to the
Government of West Bengal.
To : 1. The Managing Director, BENFED.
2. The Managing Director, WBECSC Ltd.
3. The Director of DDP&S, Food and Supplies Department.
4. The Managing Director, PBAMCL.
5. The CEO, CONFED.
6. The Branch Manager, NAFED.

Sub: Execution of the Bi-Partite Agreements BA-I, BA-II & BA-III for KMS 2025-2026.

Sir,

Enclosed please find herewith the format of the Bi-Partite Agreements BA-I, BA-II & BA-III for execution between the DCF&S with Rice Mill (BA-I), the CMR Agency with Rice Mill (BA-II) and the CMR Agency with the Paddy Procuring societies (BA-III) for KMS 2025-2026.

DDP&S is requested to instruct the DCF&Ss to execute BA-I after Rice Mill has been approved by DDP&S, complete CMR has been delivered and minimum prescribed Bank Guarantee has been submitted and verified from the original.

Managing Director / CEO and Branch manager of CMR agencies are requested to execute the Bi-Partite Agreements BA-II after the BA-I has been signed by a Rice Mill. It is also requested to sign BA-II with as many as Rice Mills in the district as possible. BA-III should be signed with all finally approved PPS for KMS 2025-26.

Before signing the agreements, the authorised signatories shall fill the requisite information as may be appropriate in gaps and ensure the format has been followed. It is also advised that DCF&S and authorised officers of CMR agencies may purchase stamp papers of appropriate denominations (Rs. 100/-) and fill the details and initial all the pages and ask the second party (Rice Mill or PPS) to sign and put their signatures. DCF&S and authorised officers of CMR agencies may put their signature and seal after signature of the second party (Rice Mill or PPS) and upload the agreements same day of handover by Rice Mill within the timeline prescribed. It is further advised that the execution of the Agreements may be started immediately as and when ready with second parties without waiting for last date.

Encl: Format of BA-I, BA-II & BA-III.

Yours faithfully,

 25/9/25

Special Secretary to the Govt. of West Bengal
Food & Supplies Department
Email: proccell.fs-wb@bangla.gov.in

Any further correspondence or communication in reference to this communication should be addressed to the signing authority and sent to email ID: proccell.fs-wb@bangla.gov.in

No. - DCFS/PROC/2025-26/.....

DATED -/...../2025

BI PARTITE AGREEMENT – I

**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 2025

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..... District..... (complete address), in **West Bengal**, represented through Shri / Smt

... .. its Proprietor / Authorized Director / Authorized Partner / Designated 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/ requires to procure 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 the **Decentralized Procurement Scheme** in the **Kharif Marketing Season (KMS) 2025-26**.

AND

WHEREAS, the State of West Bengal, the party hereto of First Part, being the DCP State, who has signed the MoU with the Government of India for procurement for rice for the Public Distribution System, is carrying out the procurement of paddy at Minimum Support Price (MSP) directly from the farmers at Procurement Centres (PC) (PC includes Centralised Procurement Centers (CPC), mobile CPCs and any other Purchase Centre notified by the Government) and conversion of the same into Custom Milled Rice (CMR) and delivery of CMR to various State Godown(s) or Designated Godown of the Food & Supplies Department, Govt. of West Bengal and / or FCI, as State Agent for the KMS 2025-26.

AND

WHEREAS, the above-mentioned Rice Mill, the party hereto of Second Part, 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, “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” 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 HERE TO AS FOLLOWS:

A. INTERPRETATIONS:

1. The Procurement / Purchase Centre means any permanent, temporary or mobile Purchase Centre known or defined by any name such as Centralized Procurement Centres (CPCs), mobile CPCs (mCPCs) or other Purchase Centres or Camps established by District Controller of Food & Supplies or Paddy Procuring Societies on behalf of CMR Agencies 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 and with or without incentives declared by the State Government, if any, declared by the State Govt. for the KMS 2025-26.
3. Words and expressions used but not defined herein but defined in the “West Bengal Custom Milled Rice (Obligation & Control) Order, 2015” and “Policy & Guidelines for Procurement

of Paddy for KMS 2025-26” 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/ Large Area Multipurpose Societies etc. engaged by CMR Agencies for the purpose of purchase of paddy from the farmers for and on behalf of the State Government.
5. Fortified Rice means, CMR blended with the FRK (Fortified Rice Kernel) as specified.

B. RECEIPT AND TRANSPORTATION OF PADDY:

1. The Rice Mill shall be eligible to be tagged with a Purchase Centre to receive paddy only after fulfillment of following conditions:
 - a. If the Rice Mill has uploaded valid documents;
 - b. If the Rice Mill has been empanelled and activated in the system;
 - c. If the minimum prescribed bank guarantee has been submitted;
 - d. If the Bi-partite agreements (BA-I and BA-II) have been signed by the Rice Mill and uploaded by DCF&S and CMR Agency;
 - e. If the Rice Mill has registered its authorized representative;
 - f. If the Rice Mill is registered in FoRTrace Portal of FSSAI;
 - g. If the Rice Mill completes installation of GPS enabled and VLTS compliant vehicles meant for transportation of Paddy from the Purchase Centres to the Rice Mill and CMR from the Rice Mill to the designated godowns of Food & Supplies Department of State Government and /or FCI before starting of paddy procurement.
2. Tagging of Rice Mills and allotment of Paddy to Rice Mill will be made only after delivery of 100% CMR of earlier KMS and online and based on combined logic of their:
 - a. Distance from a paddy Purchase Centre,
 - b. Milling Capacity,
 - c. Bank Guarantee submitted and date on which it was submitted
 - d. Paddy already allotted and CMR delivered
 - e. Performance of Rice Mills in terms of timely CMR delivery.
 - f. Performance in last KMS and in the current KMS.
 - g. And any other factor or parameter as decided by the authority as and when required.
3. The Food and Supplies Department will purchase paddy directly from the farmers at various Procurement / Purchase Centres notified by State Govt. and Purchase Centres / Camps set up at various locations by Paddy Purchase Societies and CMR Agencies.
4. The Rice Mill shall purchase and use “once used gunny bags” for packing of paddy at each Purchase Centre / Camps for transportation to Rice Mills.
5. The Rice Mill, shall be liable to attend any of the Purchase Centres as will be tagged by the District Controller (F&S) from time to time on different days.
6. The Rice Mill, shall 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 Centres in the required number and timing.

7. The Rice Mill shall also assign / tag an “Authorized Person” separately for all the Purchase Centres assigned to the Rice Mill every day to coordinate the paddy procurement operation at the Purchase Centre viz. unloading the paddy, weighing, bagging, stitching & labeling, loading for dispatch from Purchase Centre as provided in detail in the “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” and other Orders issued from time to time in this regard.
8. The Rice Mill shall assess the requirement of vehicles for each centre depending upon farmers scheduled and assign / tag “vehicle (s)” at all the Purchase Centres assigned to the Rice Mill after making necessary entries of the details of the vehicle in the portal. However, the Rice Mill may make the necessary changes if the situation so requires, before the actual arrival of the vehicle at centre, without hampering the paddy purchase process. This responsibility of the Rice Mill shall be governed by the provisions as detailed in the “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” and other Orders issued from time to time in this regard.
9. The Rice Mill shall make assessment of the number of farmers scheduled for sale of paddy on any day and expected quantity of paddy to be purchased in consultation with the Purchase Officers and make timely arrangement for placement of adequate numbers of authorized category of vehicles and labourers at these Purchase Centres by 9 AM for unloading from the vehicles of the farmers, stacking properly and if required unbagging and re-bagging, weighment, loading in the trucks of Rice Mills for transportation of paddy to the Rice Mill depending upon the quantity of the paddy purchased and the road conditions for loading and transporting the said paddy.
10. The Rice Mill shall arrange for the weighment and loading of the paddy purchase at the Purchase Centres.
11. The authorized representative of the Rice Mill should take delivery of paddy purchased by the Food and Supplies Department every day at Purchase Centres in the prescribed manner.
12. Before taking over the paddy from the paddy Purchase Centres, 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 kind of deficiency in quality and quantity of paddy received by the Rice Mill.
13. The Rice Mill shall be responsible to make all arrangement to receive, store it safely temporarily and transport the paddy physically on the same day of procurement under its own arrangement and security from the Purchase Centre immediately.
14. Rice Mill agrees to not to have any right to claim extra paddy on the ground that installed capacity is higher than any other Rice Mill, or for any other reason whatsoever.

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 any prior notice.

2. It shall be the absolute responsibility of the Rice Mill to carry out custom milling of rice from the paddy supplied by the Govt. and / or blending with Fortified Rice Kernel (FRK) to produce Fortified Rice on behalf of the Govt, as its agent, 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 as laid-down under the GoI and /or GoWB specifications for KMS 2025-26 read with Department's Notifications, the Rice Mill shall be bound to compensate / indemnify for the said 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, do blending with FRK, store Milled and Fortified Rice in Bulk form or store packed fortified 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 up to date stock register and physical stock of CMR and un-milled paddy on day-to-day basis with due intimation to DCF&S, 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 Government.
5. The Rice Mill shall declare paddy received from private sources and rice sold in the open market through online portal as per G.O. No.- E-1034973 no. I/ 683704/2025 dated 26.08.2025.
6. **Delivery of CMR:** The Rice Mill, after milling of the received paddy, 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 Centres 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).
7. In the event of failure of completing delivery in-spite of having issued RRO within 15 days, Food and Supplies Department shall impose a penalty as fixed by the department and / or shall stop further allocation of paddy.
8. 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 there with 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.

9. 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.
10. 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.
11. 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.
12. The Food and Supplies Department shall not in any manner be responsible for any kind of 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.
13. It shall be the absolute responsibility of the Rice Mill for safe and scientific storage of paddy, FRK and rice kept under its custody. The Rice Mill shall get the stock insured against fire, natural calamity 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 also which are not covered under Standard Insurance Policy. The insurance premium shall have to be borne by the Rice Mill.
14. In the situation if it is found that the paddy allocated by the Purchase Centres is not being milled timely and properly, paddy is getting damaged at the Rice Mill or it is apprehended that the paddy has been shifted to any other godown without the prior written permission of the DCF&S, the State Govt. may take decision to take suitable possession of the paddy or CMR and shift it to other Rice Mill or auction whenever required.
15. The CMR Agency as well as the officials of the State Government shall have full right to access to the mill or any other godown where the paddy despatched from Purchase Centre 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 a trespass on the premises of the mill and cost of such shifting will be billed to the Rice Mill.
16. 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.

D. SECURITY DEPOSIT:

1. Furnishing of Bank Guarantee by the empanelled Rice Mill is one of the major criteria for execution of Agreements and simultaneous tagging with the purchase centers during KMS 2025-26.
2. In case of new BG, Rice Mills shall furnish Security Deposit in the form of e-Bank Guarantee (e-BG) format only from NeSL listed banks, excluding Foreign Schedule Bank.
3. In case of other banks (non-NeSL listed) only the physical BG may be submitted. However,

the facility of submission of physical BG will be available till 31st March 2026.

4. Rice Mill has to submit and pledge the Bank Guarantee to the DCF&S of the concerned districts.
5. Rice Mill shall make entries / update the details of Bank Guarantee and upload the scanned copies in portal before signing of agreement and submit the original BG to the DCF&S immediately under proper acknowledgement.
6. No paddy shall be allotted or Rice Mills shall not be authorized to receive paddy from any Purchase Centre without submitting the valid bank Guarantee.
7. Other provisions related to Bank Guarantee shall be governed by the provisions of the “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” and orders in this regard.
8. Notwithstanding, anything mentioned 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.
9. 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 / provisions of “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” and orders in this regard.

E. PACKING & STORING OF CUSTOM MILLED 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 or any other designated godown by DCF&S conforming to specifications laid down in “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” 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 in physical as well as online mode, if prescribed by the government.
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 Government of India.
4. The Rice Mill 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 Mill 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 may be instructed by the First Part from time to time. Each bag must be stenciled mentioning Food and Supplies Department, Government of West Bengal, KMS 2025-26, 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 the State Govt./ Govt. of India regarding the once used / old gunny bags for filling and storage of paddy in KMS 2025-26 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 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 Mill in 50 Kg. Gunny bags as per the directions of the State Govt. / Govt. of India. 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- Pt. (I) (E. 367559) Dated 23/04/2025 or any amendment thereof shall be strictly followed.
3. The loading of the CMR on account of Food and Supplies Department / FCI at the Mill point and transportation up to the designated godown 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 2025-26 and subsequent orders of the Govt. of West Bengal in this regard. The payment will be made to the Rice Mill after submission of bills in the prescribed manner in their validated and active Bank Account.
2. The Rice Mill will submit the bills online 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, no. I/676987/2025 dated 08.08.2025 and subsequent amendments.
4. Additional terms and conditions related with the payment :
 - i. In the event of any deduction required by FCI or F&S Department, GoWB for any quality deficiency, shortage of any nature, the same shall accordingly be deducted/ recovered from the Rice Mill or adjusted against their claims/ bills.
 - ii. In the event of non-delivery of due CMR by a defaulter Rice Mill even after the stipulated period, the claim amount shall accordingly be recovered from the Rice Mill or adjusted against their incidental claims/ bills by the Govt.
 - iii. 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.
 - iv. The Rice Mill may be paid any other additional charges, as may be subsequently declared per order issued by GoI/ GoWB, subject to verification to determine the actual expenses incurred for milling of paddy and delivery of CMR.
 - v. 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 Mill 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 may 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. 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.

- d. In the event of failure to deliver the rice to FCI/ State Govt. Godown, the Rice Mill 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 @ 12% per annum as applicable from the date of receipt of paddy. In case any dispute arises, the matter shall be referred to the Arbitrator.
5. 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 MILL:

1. The Rice Mill unconditionally agrees to bind itself to comply and obey with its obligations and responsibilities concerning the Rice Mill under the provisions of the Bi-Partite agreement –I and II, CMR Control Order-2015, Policy & Guidelines for Procurement of Paddy for KMS 2025-26, Orders, Guidelines, Standard Operating Procedures issued or as amended from time to time by the Government for procurement of paddy for KMS 2025-26.
2. The Rice Mill on or before signing of the Agreement BA-I shall also upload the declaration stating that, Rice Mill is not declared as NPA by any Bank / Financial Institution and no such proceedings for declaration as NPA are under contemplation or are pending against that Rice Mill. Whenever any Rice Mill is declared NPA, the Rice Mill or its Proprietor / Director/ Partners shall be duty bound to inform the DCF&S in writing about such fact within 15 days of such happening.
3. The Rice Mill shall not pledge or show the stock of paddy or CMR received on account of the Government against any loan or advance from any Financial Institution.
4. The Rice Mill shall also bring to the notice of the Financial Institutions regarding this agreement with whom they have taken the loan or while proceeding to take any loan.
5. Rice Mills or its Proprietor / Director/ Partners, etc. shall be duty bound to inform any Bank or Financial Institutions that DCF&S, CMR agency and the Government of West Bengal shall have first charge on the stock and other assets including bank deposits in any form, land, plant and machineries if they have any paddy or CMR due at any stage.
6. The Rice Mill shall declare in the portal whether it is engaged in private milling of paddy. The Rice Mill engaged in private milling also, shall regularly enter daily accounts of private milling, including paddy purchased, paddy milled, rice produced and rice sold.
7. Rice Mill shall place GPS enabled and VLTS compliant goods carriage meant for transportation of Paddy from the Purchase Centres to the Rice Mill and CMR from the Rice Mill to the designated godowns of Food & Supplies Department of State Government and /or FCI before starting of paddy procurement.
8. 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 Centres while on each trip. The Banner shall display information as per given format by DCF&S or CMR agency.
9. The Rice Mill, after receipt of paddy from the Purchase Centres shall utilize entire milling capacity for conversion of paddy in CMR on priority as till such conversion is completed. The Rice Mill shall not undertake 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 Centres and Purchase Centres run by the CMR Agency having priority in that order.

10. Rice Mill (who is not engaged in private milling):

- a. Such Rice Mill shall 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. shall do all the transactions regarding stock receipt, stock transferred for milling of paddy, offering of rice, generation of challan for delivery of rice online in the portal using his login credential before physical / actual movement.

11. Rice Mill (engaged in private milling also):

- a. Such Rice Mill 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 Mill 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.
12. Rice Mill shall be liable to Penal provisions for Minor and Major non-compliances by Rice Mills as provided in the “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” and orders in this regard. In case the stock of paddy and/or rice is found short or damaged or quality deteriorated, the Rice Mill 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.
13. 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/ GoI/ concerned CMR Agencies, at any point of time.
14. 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.
15. 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.

16. 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 Centres 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).
17. Rice Mill which fails to comply with the timeline above will be treated as Rice Mill of questionable performance.
18. If the Rice Mill fails to comply with its assigned or agreed responsibilities within the stipulated time or as per procedure, it shall be liable to pay the penalty or any other measure taken by the government or its authorized representatives.
19. It shall be the absolute responsibility of the Rice Mill to carry out custom milling of rice from the paddy supplied by the Govt. and / or blending with Fortified Rice Kernel (FRK) to produce Fortified Rice on behalf of the Govt, as its agent, 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.
20. In the event of any deviation from the standard extraction ratio and in the event of non-fulfillment of the other quality specifications as laid-down under the GoI and /or GoWB specifications for KMS 2025-26 read with Department's Notifications, the Rice Mill shall be bound to compensate / indemnify for the said loss, for which Food and Supplies Department shall not be responsible and liable in any manner whatsoever.
21. 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 Proprietor/ Directors/ Partners 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 Criminal Law.
22. The Rice Mill 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.
23. The Rice Mill agrees to not to make any change in the nature, character or ownership of the Rice Mill. In case of Sole Proprietorship, Partnership Firm, Private Limited Company, Limited Liability Partnership and Societies, there shall be a complete ban during the validity period of this agreement 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 or any other justifiable reason, the Director, DDP&S can consider such request for change of management/ ownership on merit of the case.

24. 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 Bhartiya Nyaya Sanhita-2023 (BNS), the E.C. Act, 1955 and the Indian Contract Act, 1872.

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 any reason.
3. It is agreed and understood that the Terms and Conditions of the State Government/ FCI/ Government of India as prevailing now or which may be imposed / altered / amended / 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. In the event of any dispute or difference between parties relating to interpretation of the Agreement and/or payment or the penalties under the said agreement, the same will be adjudicated before the appropriate Court of Law after following relevant provisions of Section 80 of Civil Procedure Code, 1908, or any other Laws in force in India.
2. Further, it is expressly agreed & declared by & between the parties here to that all amounts due to the Food & Supplies Department under terms of this agreement, if not paid in time, be recoverable under the Bengal Public Demand Recovery Act 1913 (Bengal Act 3 of 1913) or through the competent jurisdictional Civil Court & shall bear interest at the rate of 12% per annum from the date when such payment falls due upto the date of final recovery.
3. 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.
4. 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 on this theday of 2025 within
the Court of (District) having the appropriate jurisdiction.

Name & Signature of FIRST PART with Seal	Name & Signature of SECOND PART with Seal

WITNESS

Name:	Name:
Occupation:	Occupation:
Address:	Address:

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

Affix recent colour
passport size photograph
of Proprietor / 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 Mill (tick the correct box), attach the MOA	Yes	No
6	Contact no.		
7	E-mail id		
8	Year of setup		
9	Running on electricity	Yes	No
10	Total electricity consumption during last three KMS	KMS 22-23	
		KMS 23-24	
		KMS 24-25	
11	Total quantity of paddy milled during last three KMS(in MT)	KMS 22-23	
		KMS 23-24	
		KMS 24-25	
12	Are you a defaulter Rice Mill in respect to delivery of CMR in last three KMS (Write YES /NO)	KMS 22-23	
		KMS 23-24	
		KMS 24-25	
13	Paddy storage capacity (MT)		
14	Rice storage capacity (MT)		
15	Power and capacity (MT/hr.) of the Blending Machine		
16	Number of laborers working in the mill		
17	Do you have computer with internet connection?		
18	a. Milling capacity (per 8 hour) (in MT)		
	b. Certificate issuing authority	GM, DIC _____	
	c. GM DIC Certificate number, date		
19	Do you have an individual boiler certificate? If Yes boiler number and valid upto		

20	Do you have a pollution certificate? If, Yes valid upto	
21	Do you have audited balance sheet of last 3 year?	
22	Whether proprietor/ partner/ director of the Rice Mill is a licensee under the F&S Department, Govt. of West Bengal. If Yes, nature of license	
23	Any case pending against you in any court of law	

I/ we _____, son/ daughter of Shri _____ aged _____ years, resident of _____ in the district of _____, West Bengal respectively, do hereby declare that the information given above and in the enclosed documents and in the detailed application for empanelment in the paddy procurement portal are true to the best of my/ our knowledge and belief and nothing has been concealed, misrepresented or manipulated therein. I/ we also declare that in case of any damage of stock within three months of delivery in godowns at any district by me (other than any natural calamities), I/ we will be liable to replace the quantum of stock at my/ our own cost. I/ we am/ are well aware of the fact that if the information given by me/ us is found false/ not true at any point of time, legal measures can be taken against me/ us or my/ our organization before any Court of Law, and that the executed agreement shall be liable to be cancelled, and appropriate legal steps will be taken against me/ us.

I/ we further declare that the Rice Mill mentioned above has not been declared NPA by any Bank/ Financial Institution and no such proceeding under declaration of NPA is pending against that Rice Mill.

Name:

Signature:

Seal:

BI PARTITE AGREEMENT–II

Between the CMR Agency and Rice Mill

The AGREEMENT entered on this day of 2025 between a CMR agency selected by the Government of West Bengal for procurement of paddy during this KMS 2025-26 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..... District..... (complete address), in **West Bengal**, represented through **Shri / Smt** ... **its** Proprietor / Authorized Director / Authorized Partner / Designated 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, 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) 2025-26**.

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 Mill 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 DCF&S, during KMS 2025-26 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 Order for KMS 2025-26 and other instructions, Guidelines, Standard Operating Procedures issued and as amended from time to time.

The..... CMR Agency reserves the right to execute the Bi-partite agreement with as many Rice Mills as it deems necessary for milling of paddy in the district and assigned to different Purchase Centres 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 BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. INTERPRETATIONS:

1. The Procurement / Purchase Centre means any permanent, temporary or mobile Purchase Centre known or defined by any name such as Centralized Procurement Centres (CPCs), mobile CPCs (mCPCs) or other Purchase Centres or Camps established by District Controller of Food & Supplies or Paddy Procuring Societies on behalf of CMR Agencies 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 and with or without incentives declared by the State Government, if any, declared by the State Govt. for the KMS 2025-26.
3. Words and expressions used but not defined herein but defined in the “West Bengal Custom Milled Rice (Obligation & Control) Order, 2015” and “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” 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/ Large Area Multipurpose Societies etc. engaged by CMR Agencies for the purpose of purchase of paddy from the farmers for and on behalf of the State Government.
5. Fortified Rice means, CMR blended with the FRK (Fortified Rice Kernel) as specified.

B. RECEIPT AND TRANSPORTATION OF PADDY:

1. The Rice Mill shall be eligible to be tagged with a Purchase Centre to receive paddy only after fulfillment of following conditions:
 - a. If the Rice Mill has uploaded valid documents;
 - b. If the Rice Mill has been empanelled and activated in the system;
 - c. If the minimum prescribed bank guarantee has been submitted;
 - d. If the Bi-partite agreements (BA-I and BA-II) have been signed by the Rice Mill and uploaded by DCF&S and CMR Agency;
 - e. If the Rice Mill has registered its authorized representative;
 - f. If the Rice Mill is registered in FoRTrace Portal of FSSAI;
 - g. If the Rice Mill completes installation of GPS enabled and VLTS compliant vehicles meant for transportation of Paddy from the Purchase Centres to the Rice Mill and CMR from the Rice Mill to the designated godowns of Food & Supplies Department of State Government and /or FCI before starting of paddy procurement.
2. Tagging of Rice Mills and allotment of Paddy to Rice Mill will be made only after delivery

of 100% CMR of earlier KMS and online and based on combined logic of their:

- a. Distance from a paddy Purchase Centre,
 - b. Milling Capacity,
 - c. Bank Guarantee submitted and date on which it was submitted
 - d. Paddy already allotted and CMR delivered
 - e. Performance of Rice Mills in terms of timely CMR delivery.
 - f. Performance in last KMS and in the current KMS.
 - g. And any other factor or parameter as decided by the authority as and when required.
3. The CMR Agency will purchase paddy directly from the farmers at various Procurement / Purchase Centres Camps set up at various locations by Paddy Purchase Societies and CMR Agencies.
 4. The Rice Mill will purchase and use “once used gunny bags” for packing of paddy at each procuring centre for transportation to Rice Mills.
 5. The Rice Mill, shall be liable to attend any of the Purchase Centres as will be tagged by the CMR Agency or District Controller (F&S) from time to time on different days.
 6. The CMR Agency/ Paddy Procuring Society will upload the detailed location and schedule the camp in the portal normally forty five (45) 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.
 7. The authorized representative of the Rice Mill should take delivery of paddy purchased by PPS on behalf of (name of CMR agency) every day at Purchase Centres in the prescribed manner.
 8. Before taking over the paddy from the paddy Purchase Centres, the Rice Mill will satisfy himself regarding quality and quantity of paddy. The **CMR Agency**, in no case, will bear any liability for any kind of deficiency in quality and quantity of paddy received by the Rice Mill.
 9. Before taking over the paddy from the paddy Purchase Centres, the Rice Mill will satisfy himself regarding quality and quantity of paddy. (Name of CMR Agency), in no case, will bear any liability for any deficiency in quality and quantity of paddy received by the Rice Mill.
 10. All the provision under the heading RECEIPT AND TRANSPORTATION OF PADDY of the BA-I executed with the DCF&S shall be applicable for this agreement also.

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**, (Name of CMR Agency), or any authorized officer of the Government of West Bengal / Government of India (GoI)

/ (Name of CMR Agency), , at any point of time with or without any prior notice.

2. 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 there with from the Rice Mill and/ or its owner. The **Food and Supplies Department and** (Name of CMR Agency), **also** reserves the right to take appropriate legal steps against the Rice Mill and/or its owner.
3. The **Food and Supplies Department shall or**..... (Name of CMR Agency), 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 force majeure i.e. natural calamities and any incident of fire accident, theft and burglary or otherwise.
4. The CMR Agency as well as the officials of the State Government shall have full right to access to the mill or any other godown where the paddy despatched from Purchase Centre 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 a trespass on the premises of the mill and cost of such shifting will be billed to the Rice Mill.
5. 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.
6. All the provision under the heading MILLING OF PADDY of the BA-I executed with the DCF&S shall be applicable for this agreement also.

D. SECURITY DEPOSIT

1. All the provision under the heading SECURITY DEPOSIT of the BA-I executed with the DCF&S shall be applicable for this agreement also.
2. Any default on account of paddy delivered through (Name of CMR Agency) to the Rice Mill shall also be eligible for encashment of the pledged Bank Guarantee to the DCF&S by the DCF&S.

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

1. All the provision under the heading PACKING AND STORING OF CUSTOMED MILLED RICE (CMR) of the BA-I executed with the DCF&S shall be applicable for this agreement also.
2. The physical stock of paddy, FRK, CMR, Gunny bags on a/c of (Name of CMR Agency) shall remain open for inspection at all times by any official of **Food and Supplies Department, Government of West**

Bengal or that of GOI or the official of the CMR Agency for inspection as stated above.

3. 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 (Name of CMR Agency) on behalf 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 (Name of CMR Agency), shall not be liable or responsible in any manner whatsoever.

F. TRANSPORATION & DELIVERY OF CMR TO GODOWN

All the provision under the heading TRANSPORATION & DELIVERY OF CMR TO GODOWN of the BA-I executed with the DCF&S shall be applicable for this agreement also.

G. PAYMENT FOR MILLING, TRANSPORT ETC.:

1. The Bills should be submitted in accordance with the order no. 2581-FS dated 06.08.2021, no. I/676987/2025 dated 08.08.2025 and subsequent amendments.
2. Additional terms and conditions related with the payment:
 - i. In the event of any deduction required by FCI or F&S Department, GoWB or (Name of CMR Agency), for any quality deficiency, shortage or any nature, the same shall accordingly be deducted / recovered from the Rice Mill or adjusted against their claims/ bills.
 - ii. In the event of non-delivery of due CMR by a defaulter Rice Mill even after the stipulated period or any other due, the due amount pertaining to this or earlier KMSs shall accordingly be recovered from the Rice Mill or adjusted against their incidental claims / bills by the Govt. or (Name of CMR Agency).
3. 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.
4. All the provision under the heading PAYMENT FOR MILLING, TRANSPORT ETC. of the BA-I executed with the DCF&S shall be applicable for this agreement also.

H. OBLIGATION OF RICE MILL:

1. The Rice Mill unconditionally agrees to bind itself to comply and obey with its obligations and responsibilities concerning the Rice Mill under the provisions of the Bi-Partite agreement –I and II, CMR Control Order-2015, Policy & Guidelines for Procurement of Paddy for KMS 2025-26, Orders, Guidelines, Standard Operating Procedures issued or as amended from time

to time by the Government for procurement of paddy for KMS 2025-26.

2. The Rice Mill shall be under obligations to mill the paddy purchased by the (Name of CMR Agency) from different Purchase Centres 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 herein above. The paddy delivered to the Rice Mill is a property of Government and it shall be deemed that the Rice Mill has been entrusted with the same for converting into rice and to supply the same as directed. Any deviation from quantity & quality of the supplied paddy and that converted into rice or shortage in the stock or deterioration of the quality of paddy or rice shall be deemed as misappropriation by the respective Rice Mill and the Proprietor/ Directors/ Partners and/or the legal heir(s) of the said Rice Mill alongwith the persons directly responsible for such misappropriation shall be liable to be prosecuted against as per the relevant provisions of Criminal Laws.
3. All the provision under the heading PAYMENT FOR MILLING, TRANSPORT ETC. of the BA-I executed with the DCF&S shall be applicable for this agreement also.

I. OBLIGATION OF THE CMR AGENCY:

1. The (Name of CMR Agency) shall entrust custom milling of paddy only to those Rice Mills with whom Bi-partite agreement-I and II have been signed. Delivery of paddy shall be made by the Purchase Officers only to the representatives of the tagged Rice Mills duly authorized by him with due acknowledgement in the system generated Paddy Challans.
2. The (Name of 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 (Name of CMR Agency) 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.
4. The (Name of CMR Agency) shall be responsible for careful examination and scrutiny of the bills submitted by Rice Mill and dispose them in a time bound manner. The bills will be processed and disposed of normally within 3 working days of submission but not later than 7 working days.
5. The (Name of CMR Agency) shall also take adequate steps to educate farmers and motivate them to bring the FAQ paddy at Purchase Centres.
6. The (Name of CMR Agency) shall also take adequate steps to train the staff and office bearers of the Paddy Purchase Societies and Rice Mills. The Purchase Officer of the PPS shall be in close coordination with the Rice Mill so that there is no confusion regarding deployment of labourers and vehicles by Rice Mills.

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 (Name of CMR Agency) shall have the right and liberty to terminate this Agreement after giving a Notice of at least 15 (fifteen) days without assigning any reason.
3. It is agreed and understood that the Terms and Conditions of the State Government/ FCI/ Government of India as prevailing now or which may be imposed / altered / amended / 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. MISCELLANEOUS:

1. 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.
2. All other provisions of the Bipartite Agreement executed between the District Controller, F&S and the Rice Mill 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.

L. SETTLEMENT OF DISPUTE & JURISDICTION OF COURT ETC.:

1. In the event of any dispute or difference between parties relating to interpretation of the Agreement and/or payment or the penalties under the said agreement, the same will be adjudicated before the appropriate Court of Law after following relevant provisions of Section 80 of Civil Procedure Code, 1908, or any other Laws in force in India
2. Further, it is expressly agreed & declared by & between the parties here to that all amounts due to the (Name of CMR Agency) or Food & Supplies Department under terms of this 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 upto the date of final recovery.
3. 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.
4. The (Name of CMR Agency) or District Controller, Food & Supplies, is empowered to initiate both civil and criminal action against the defaulting

millar in appropriate Court of Law on behalf of the Food & Supplies Department.

M. UNDERTAKING:-

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

SIGNED AND DELIVERED at on this theday of 2025 within
the Court of (District) having the appropriate jurisdiction.

Name & Signature of FIRST PART with Seal	Name & Signature of SECOND PART with Seal

WITNESS

Name:	Name:
Occupation:	Occupation:
Address:	Address:

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

Affix recent colour
passport size
photograph of
Proprietor / 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 Mill (tick the correct box), attach the MOA	Yes	No
6	Contact no.		
7	E-mail id		
8	Year of setup		
9	Running on electricity	Yes	No
10	Total electricity consumption during last three KMS	KMS 22-23	
		KMS 23-24	
		KMS 24-25	
11	Total quantity of paddy milled during last three KMS(in MT)	KMS 22-23	
		KMS 23-24	
		KMS 24-25	
12	Are you a defaulter Rice Mill in respect to delivery of CMR in last three KMS (Write YES /NO)	KMS 22-23	
		KMS 23-24	
		KMS 24-25	
13	Paddy storage capacity (MT)		
14	Rice storage capacity (MT)		
15	Power and capacity (MT/hr.) of the Blending Machine		
16	Number of laborers working in the mill		
17	Do you have computer with internet connection?		
18	a. Milling capacity (per 8 hour) (in MT)		
	b. Certificate issuing authority	GM, DIC_____	
	c. GM DIC Certificate number, date		
19	Do you have an individual boiler certificate? If Yes boiler number and valid upto		

20	Do you have a pollution certificate? If, Yes valid upto	
21	Do you have audited balance sheet of last 3 year?	
22	Whether proprietor/ partner/ director of the Rice Mill is a licensee under the F&S Department, Govt. of West Bengal. If Yes, nature of license	
23	Any case pending against you in any court of law	

I/ we _____, son/ daughter of Shri _____ aged _____ years, resident of _____ in the district of _____, West Bengal respectively, , do hereby declare that the information given above and in the enclosed documents and in the detailed application for empanelment in the paddy procurement portal are true to the best of my/ our knowledge and belief and nothing has been concealed, misrepresented or manipulated therein. I / we also declare that in case of any damage of stock within three months of delivery in godowns at any district by me (other than any natural calamities), I/ we will be liable to replace the quantum of stock at my/ our own cost. I/ we am/ are well aware of the fact that if the information given by me/ us is found false/ not true at any point of time, legal measures can be taken against me/ us or my/ our organization before any Court of Law, and that the executed agreement shall be liable to be cancelled, and appropriate legal steps will be taken against me/ us.

I/ we further declare that the Rice Mill mentioned above has not been declared NPA by any Bank/ Financial Institution and no such proceeding under declaration of NPA is pending against that Rice Mill.

Name:

Signature:

Seal:

BIPARTITE AGREEMENT-III

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/ Large Area Multi-Purpose Societies.

The AGREEMENT entered on thisday of2025 between....., a CMR agency selected by the Food & Supplies Department, Government of West Bengal for procurement of paddy during this KMS 2025-26 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 / Large Area Multi-Purpose Societies), 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 empowered (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) 2025-26.**

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/ Large Area Multi-Purpose Societies) as “**Paddy Procuring Society**”, on the terms & conditions herein contained to procure Fair Average Quality (FAQ) paddy from the farmers;

NOW, THEREFORE, the CMR Agency, do hereby engage (Name of **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, (Name of CMR Agency). The, (Name of CMR Agency) reserves the right to execute the Bipartite agreement with as many as Rice Mills and as many Paddy Procuring Society as deem necessary 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 BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. INTERPRETATIONS:

1. The Procurement / Purchase Centre means any permanent, temporary or mobile Purchase Centre known or defined by any name such as Centralized Procurement Centres (CPCs), mobile CPCs (mCPCs) or other Procurement Centres or Camps established by District Controller of Food & Supplies or Paddy Procuring Societies on behalf of CMR Agencies 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 2025-26.
3. Words and expressions used but not defined herein but defined in the West Bengal Custom Milled Rice (Obligation & Control) Order, 2015 and “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” 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/ Large Area Multipurpose Societies, etc. engaged by CMR Agencies for purchase of paddy from the farmers on behalf of the State Government.

B. APPOINTMENT OF PURCHASE OFFICER-I (P.O.-I) AND PURCHASE OFFICER-II (P.O.-II) AND LOGIN IN THE e-PoP DEVICE:

1. 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.-I and P.O.-II on its behalf.
2. The CMR Agency will upload the name, designation (P.O.-I/ P.O.-II), 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.
3. The authorized P.O.-I/ P.O.-II will be able to login into the portal through biometric validation only. The P.O.-I/ P.O.-II of the **Paddy Procuring Society** will login into the e-PoP through biometric authentication and mark attendance within 9:00 am on each day of the camps at the location of the camps.
4. All P.O.-I/ P.O.-IIs shall access the e-PoP through their individual login ID, passwords followed by biometric authentication only as provided and/or captured by the Department.
5. The user ID and password are confidential and shall not be shared by P.O.-I or P.O.-II with anybody under any circumstances. They shall personally remain responsible for ensuring the safety and security of the password and that of e-PoP devices and other equipment and shall also remain responsible for any transactions made through their credentials through online portal or e-PoP devices.

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

1. Registration of Farmers:

- 1.1. The P.O.-I/ P.O.-IIs of the Paddy Procuring Society shall register the new farmers and update their details through e-PoP devices.
- 1.2. The Paddy Procuring Society shall take all necessary steps to train themselves and their staff with all the provisions of Paddy Procurement Guidelines and SOPs issued from the Food & Supplies Department from time to time in connection with their roles and responsibilities and procedures related with registration of farmers, up-dation of their details, scheduling of camps, scheduling by farmers to sell their paddy, purchase and assessment of quality of paddy, dispatch to the Rice Mill, etc. The Paddy Procuring Society and P.O.-I/P.O.-IIs should update the information by visiting the portal www.epaddy.wb.gov.in regularly.
- 1.3. The P.O.-I/ P.O.-IIs 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, scheduling the date for sale of paddy by the farmer, unloading of bags and weighment of paddy.
- 1.4. The PADDY PROCURING SOCIETY will encourage, sensitize and extend handholding support to the farmer to register, update (wherever required) schedule to sell their paddy as per the

procurement order for the KMS 2025-26.

- 1.5. The P.O.-I/ P.O.-II shall capture the biometric (fingerprint or IRIS scan) or verify the Aadhaar linked mobile OTP through e-PoP machine of the farmers during registration, up-dation as well as at the time of paddy purchase.
- 1.6. The P.O.-I/ P.O.-II 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.-I/ P.O.-II will be held personally responsible and penal action will be taken as per the law.

2. Updation of details of already registered farmers:

The P.O.-I/ P.O.-II 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.-I/ P.O.-II shall assist the farmer in doing that.

3. Publicity regarding the date and location the Paddy Purchase camps/ Centres:

- 3.1. 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.
- 3.2. Paddy Procuring Society shall also take adequate publicity through miking and display of Hoarding, Banners and Posters as per Capacity Building and Awareness Generation Plan in this regard.
- 3.3. 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 fifteen (15) days before actual holding of camps.
- 3.4. 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.
- 3.5. The office bearers of the CMR Agencies/ Paddy Procuring Society shall also be responsible to separately make arrangements for regular and intensive publicity using miking, banners and hoardings, posters and leaflets etc. in their catchment areas.
- 3.6. They will also visit doorstep of the farmers to motivate them to register, update or schedule to sell paddy at the paddy Purchase Centres.

4. Uploading of camp details:

- 4.1. 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 in addition to procurement at their office locations.
- 4.2. Paddy Procuring Societies shall not organize Paddy Purchase Camps within the radius of 03

kilometers from the CPCs and no CMR agency shall organize Paddy Purchase Camps within that area either directly or through PACS etc. In the peak procurement season, however, purchase camps may be organized within the 3 KM radius with the prior and written permission from DCF&Ss.

- 4.3. The 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 forty-five (45) 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.
- 4.4. The purchase and transactions in the portal shall be made only from the physical locations of the camps so scheduled.
- 4.5. Immediately after signing this agreement and receipt of work order / allocation of the target from the CMR Agency, the Paddy Procuring Society will prepare and upload the camp notices on approval of the CMR Agency.
- 4.6. 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. At least 75% of the camps should be organized in the remotest areas other than office premises.

5. Paddy procurement by the Paddy Procuring Society using e-PoP machines:

- 5.1. PPS shall make all the arrangements so that Paddy purchase shall be started w.e.f. 1st November, 2025.
- 5.2. Purchase Officers of the Paddy Procuring Society shall access the e-PoP through their individual login Id, passwords followed by biometric authentication only as provided and/or captured by the Department. 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.
- 5.3. The P.O.-I/P.O.-II shall capture the biometric (fingerprint or IRIS scan) or verify the Aadhaar linked mobile OTP through e-PoP machine of the farmers during purchase.
- 5.4. P.O.-I of the PPOs will issue programme to the tagged Rice Mills preferably at least 03 days before on the following condition-
 - a. If more than one Rice Mill is tagged, then the P.O.-I has to send programme to all tagged Rice Mill or any one of them depending upon number of farmers scheduled on that date. The P.O.-I may send programme to one Rice Mill for maximum 20 farmers, and 2 Rice Mills for maximum 40 Farmers and 3 Rice Mills beyond 40 farmers.
 - b. P.O. shall dispatch paddy to all the Rice Mills tagged with a Purchase Centre without discrimination during the days of tagging with a Purchase Centre. He should be able to justify his actions with facts and reasons.
 - c. In case any Rice Mill fails to attend, the P.O.-I can send programme instantly to any of the other tagged Rice Mills, but he has to put a remark regarding the ground of such changes.
- 5.5. P.O.I/ P.O-II of the Paddy Procuring Society shall be responsible for management, supervision and control of the Purchase Centres and paddy procurement and dispatch process following the procedures and SOPs and guidelines issued from time to time.

- 5.6. 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. P.O.-I/P.O.-II of the Paddy Procuring Society shall properly check the quality and quantity of the paddy before purchase.
- 5.7. The Paddy Procuring Society shall not procure Grade-A paddy unless specifically permitted.
- 5.8. The Paddy Procuring Society shall keep the equipment such as, Moisture meter, and weighing scale at each Purchase Centre under proper safety and maintenance.
- 5.9. 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 Directors/ Group Leader/ Members of the said Paddy Procuring Society along with the persons directly responsible for such misappropriation shall be liable to be prosecuted as per the relevant provisions of law.
- 5.10. It shall be an obligation of the P.O.-I/P.O.-II to bring to the notice of the designated official of CMR Agency, immediately on any incidence like failure of a Rice Miller or the vehicle to turn up in the Purchase Centre/ camps for lifting of paddy etc. so that remedial measures may be taken in time.
- 5.11. The procedure as per the Standard Operating Procedure and “Policy & Guidelines for Procurement of Paddy for KMS 2025-26” regarding purchase and weighment of the bags of the paddy shall be strictly followed by the P.O.-I and P.O.-II of the Paddy Procuring Society.
- 5.12. 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 or any other method/ as directed by Food & Supplies Department.
- 5.13. P.O.-I/P.O.-II shall make the correct and proper weighment of the paddy of the farmers and make correct entries in the e-PoP devices.
- 5.14. After the weighment 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.
- 5.15. An acknowledgement slip generated and printed from the ePoP device and shall be proactively issued to the farmer.
- 5.16. It shall be the responsibility of the PPS to take all possible steps to safeguards the interests of the farmers at the time of assessment of quality and weighment.

6. Dispatch of paddy to the Rice Mill:

- 6.1. The tagging of a Rice Mill with a Purchase Centre/ camp of the Paddy Procuring Society will be made by the DCF&S / District In-Charges of the CMR Agency.
- 6.2. 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 &

Supplies Department.

- 6.3. The P.O.-I/P.O.-II shall coordinate with the tagged Rice Mill in advance regarding the time, date and place of reporting of the authorized representative, labourers and vehicle at the Purchase Centre concerned including the camps. It shall be an obligation of the P.O.-I/ P.O.-II to bring to the notice of the DCF&S and the designated official of CMR Agency, immediately on any incidences like failure of a Rice Mill to turn up in the Purchase Centre for lifting of paddy etc. so that remedial measures may be taken in time.
- 6.4. The Rice Mill will provide once used gunny bags for packing of paddy at paddy Purchase Centres / camps and arrange weighment, transportation of paddy to the Rice Mill.
- 6.5. The procurement of paddy (FAQ variety) and delivery thereof to the Rice Mill for the purpose of milling shall be done on same the day physically and also in the portal.
- 6.6. After closure of the procurement for the day, the paddy shall be weighed and checked in presence of the authorized representative of the Rice Mill and it shall be briefed to him.
- 6.7. 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.
- 6.8. The paddy purchased by the Paddy Procuring Society on behalf of the CMR agency, every day at the Purchase Centre, shall be handed over to the authorized representative of the tagged Rice Mill by the P.O.-I of the Paddy Procuring Society.
- 6.9. P.O.-I of the Paddy Procuring Society shall dispatch the paddy online simultaneously and dispatch all paddy purchased on same day after closure of the paddy purchase for the day and before the end of the day.
- 6.10. After receiving paddy, a system generated SMS and email will be sent to the Miller in his registered email Id and mobile. System generated paddy challan will be printed or the pre-printed paddy delivery challans will be duly filled in duplicate by entering the challan number as shown in the e-PoP device/ portal for that dispatch and signed by the P.O.-I 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 Centres to the Rice Mill for custom milling of the paddy.
- 6.11. In Normal case: The procurement of paddy and delivery of the same to the tagged Rice Mills for the purpose of milling shall be done on same day physically and also through the e-PoP ONLY.
Any offline dispatch will entail disciplinary action as well as other legal actions as per rules.
- 6.12. If online dispatch could not be made due to **technical glitch** in the portal, the paddy shall be delivered to the authorized representative of the Rice Mill through physical delivery challan (Manual challan) after obtaining the signature of the representative. When the system restores, the same shall be dispatched through online module **immediately or latest on the next date** after proper authentication of the representative of the Rice Mill in the portal.
- 6.13. Further, if due to certain **Exceptional** circumstances like -
 - ✓ the tagged Rice Mill has exhausted its PHL

OR

- ✓ the tagged Rice Mill has not turned up and other responsive Rice Mill has to be tagged to tackle the situation but the latter has exhausted its PHL, and therefore, the dispatch of paddy will breach the PHL of the tagged / alternative Rice Mill temporarily, DCFS can allow to enhance the PHL instantly for **P (Procurement date) + 1 day only** in the portal with cogent reasons to be recorded to receive paddy beyond PHL, subject to the conditions-
 - a. PPS shall inform CMR Agency in such situations. District manager of the CMR Agency should inform DCF&S through email. DCFS can allow such enhancement within the day maximum up to 5% of the actual Paddy Holding limit of the Rice Mill.
 - b. District manager of the CMR Agency has to certify in the email that the Rice Mill tagged has exhausted its PHL and that no suitable Rice Mill is left for delivering the paddy within the district on the instant date with available PHL
 - c. DCFS has to certify in the portal that the Rice Mill tagged has exhausted its PHL and that no suitable Rice Mill is left for delivering the paddy within the district on the instant date with available PHL.
 - d. In such situation, CMR Agency should immediately change the tagging of concerned Rice Mill with all such centres for the next day where the Rice Mill is currently tagged and be replaced with other Rice Mills having sufficient PHL.
 - e. Any enhancement of the PHL beyond 5% of the actual PHL may be allowed subject to the approval of the DDPS in the portal.
- 6.14. Any offline dispatch without having justified ground, as mentioned above, will entail disciplinary action as per law.
- 6.15. The P.O.-I/ P.O.-II shall verify the vehicle details as submitted by the Rice Mill from the portal of the Transport Department to verify that the vehicle is a goods carriage vehicle. Before dispatch of paddy to a tagged Rice Mill and issuance of paddy challan, the P.O.-I/ P.O.-II shall take and upload two photos captured on the spot (with date and time stamp) of himself and authorised representative of Rice Mill along with the vehicle with registration number of the vehicle visible in front and from back side of the vehicle. The handing over shall be made through Aadhaar based authentication.
- 6.16. Before dispatching paddy the P.O.-I/P.O.-II shall ensure that the vehicle tagged for carrying paddy is fitted with a functional GPS enabled tracker of the make approved by the department before tagging the vehicle.
- 6.17. The Paddy Procuring Society shall have the primary responsibility in respect to any violation during paddy procurement process and delivery of paddy to the Rice Mill.
- 6.18. 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.
- 6.19. The provisions as contained in the West Bengal CMR (Control & Obligation) Order-2015 shall be binding on the Paddy Procuring Society.
- 6.20. Any breach of terms & conditions of the agreement and/or any violation of the provisions as

contained in this agreement and the Control Order by the Paddy Procuring Society shall also attract penal action as per provision of Bhartiya Nyaya Sanhita-2023 (BNS), the E.C. Act, 1955 and the Indian Contract Act, 1872.

7. Fine for mishandling of e-PoP machines:

- 7.1. 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.-I/P.O.-II 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 the staff of the Purchase Centre.
- 7.2. Then a penalty as per the following table, would be paid by the staff of the Purchase Centre 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 1year	25,000 to 30,000	6,000 to 8,000	8,000 to 10,000	60,000 to 80,000
Within 2years	15,000 to 25,000	4,000 to 6,000	6,000 to 8,000	40,000 to 60,000
Within 3years	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

D. PAYMENT FOR COMMISSION:

- The Paddy Procuring Society shall be able to submit the bills against the paddy purchased by them after delivery of CMR by the tagged Rice Mill along with supporting documents, in online module, for payment of their commission by CMR Agency / Director of Finance as per the prescribed schedule/ rates of incidentals as declared by Government in the Cost Sheet for KMS 2025-26 or subsequently.
- 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.
- The payment shall be credited in the bank account of Paddy Procuring Society only.
- 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.
- For claims of society commission by the Paddy Procuring Societies namely shall submit bills for commission to the (CMR Agency) within 30th November-2026 and the (CMR Agency) shall submit after proper verification of the submitted bills to Director Finance, Food & Supplies Department within 31st December-2026 as per order vide no. I/676987/2025 dated 08.08.2025.
- Additional terms and conditions related with payment:

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.

E. OBLIGATIONS OF THE PADDYPROCURING SOCIETY:

1. Paddy Procuring Society shall ensure that the **bank account of the Paddy Procuring Society are in the name of the entity only and are active.**
2. Paddy Procuring Society shall check the status of its bank account as registered in the portal through OTP/ user credential-based login in their profile in the portal. A separate icon / menu to '**Check Bank account status**' is also available in the home page of the portal.
3. **Purchase Centres should be organised by a Paddy Procuring Society in such a way to cover remote and inaccessible villages.**
4. Society shall organise at least 75% of Purchase Centres/ camps in remote villages other than the Paddy Procuring Society office premises.
5. The Paddy Procuring Society agrees to purchase the paddy from the genuine farmers and extend all facilities to the farmers in registration and sale of the paddy.
6. It shall be an obligation of the Paddy Procuring Society to purchase paddy also from the farmers who are not their members. In other words, no genuine farmer having a valid registration certificate shall be denied the facilities to sell his paddy in the Purchase Centres run by the Paddy Procuring Society.
7. The Paddy Procuring Society shall make arrangements for basic facilities for farmers at the Purchase Centres like waiting and sitting place, water, toilet, etc.
8. The Paddy Procuring Societies shall ensure the required criteria to achieve at least L3 maturity level for temporary camps and L4 maturity level for permanent camps in PCSAP portal as per instruction of GoI issued vide no. 9(2)/2023-PY-I (383393) dated 22.08.2025.
9. The Paddy Procuring Society shall ensure that all equipment required for testing of the paddy are available before scheduling any camp and storing them in a safe manner so that no loss or damage happens to equipment.
10. The Paddy Procuring Society agrees to purchase paddy from the farmers in accordance with procedure and method.
11. The Paddy Procuring Society shall arrange for affixing Banners at the Purchase Centres at the time of organizing a camp/ Purchase Centre at each location. The Banner shall display information as per given format by DCF&S or CMR agency.
12. 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–III, 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 2025-26.

13. The Paddy Procuring Society agrees to enter into an agreement with only one of the CMR Agency during KMS 2025-26.
14. The Paddy Procuring Society shall not purchase paddy without the work order issued by the CMR agency and also not beyond the limit fixed by the CMR agency in the said work order.

F. 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 Centres at least fifteen (15) days before the start of procurement by the Paddy Procuring Society.
2. The CMR Agency shall provide to Paddy Procuring Society and ensure that equipment like Moisture Meter, and duly calibrated Weighing Scale and Analysis Kit are available and functional at each of the procurement centres / camps run by them at least 15 days before start of the camps.
3. The CMR Agency shall ensure the desired criteria to achieve maturity level for permanent (L4) as well as temporary (L3) camps for fulfillment in the PCSAP by the Paddy Procuring Societies.
4. 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.
5. The CMR Agency shall ensure that CMR Agency/ Paddy Procuring Society should enter the camp schedule details within **forty-five (45) but not less than fifteen (15) days** in advance in the portal.
6. It is also obligatory on the part of the CMR Agency to fix the paddy procurement target for the Paddy Procuring Society through online module.
7. The CMR Agency shall also display proper hoardings/ banners at and around all procurement centres and ensure wide publicity to the effect that farmers may sell FAQ paddy at MSP of paddy.
8. The CMR agencies shall keep strict vigil so that no Paddy Procuring Societies makes any unorganized camp for purchase of the paddy other than scheduled in the portal and purchases any paddy without making real-time entries in the e-PoP device.
9. The CMR agency also ensure the optimum use of the e-PoP devices in the procurement process.

G. VALIDITY OF AGREEMENT:

1. This Agreement will remain valid and terms & conditions shall have full force until all obligations under this agreement are fulfilled by either of the parties hereto or till 03 (three) months after delivery to the Food & Supplies Department of the entire CMR by the Rice Mill to which the paddy was dispatched from the procurement centres organized by the Paddy Procuring Society.
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.

H. SETTLEMENT OF DISPUTE & JURISDICTION OF COURT ETC.:

1. In the event of any dispute or difference between parties relating to interpretation of the Agreement and/or payment or the penalties under the said agreement, the same will be adjudicated before the appropriate Court of Law after following relevant provisions of Section 80 of Civil Procedure Code, 1908, or any other Laws in force in India.
2. Further, it is expressly agreed & declared by & between the parties here to that all amounts due to the Food & Supplies Department under terms of this 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 upto the date of final recovery.
3. 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.
4. 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 on this theday of 2025 within the Court of (District) having the appropriate jurisdiction.

Name & Signature of FIRST PART with Seal	Name & Signature of SECOND PART with Seal

WITNESS

Name:	Name:
Occupation:	Occupation:
Address:	Address: