

DEED OF AGREEMENT
(For PDS Wholesale Nominee)

This Deed of Agreement made on this _____ day of _____ 2006 between the Governor of Arunachal Pradesh represented by the Deputy Commissioner, _____ district and his successor/assignees herein after called as first party.

AND

Shri/Smti/ Miss _____ Son/Daughter/Wife of _____ a resident of _____ being the proprietor of M/s _____, PO & PS _____, _____ and his /her successor, assignees, district herein after called as second party.

Whereas the first party has offered to appoint the second party as PDS Wholesale Nominee for _____ district of Arunachal Pradesh on the basis of open tender and the second party has agreed to accept the offer on the terms and conditions stipulated herein after.

Now therefore, it is hereby agreed by and between both the parties as follows:

01. That in pursuance to the appointment of the second party as the carriage contractor through open tender and as provided under Para I (iv) & (xv) of the guideline issued vide....., the first party appoints the second party as the wholesale nominee of _____ district with immediate effect.
02. No person or firm or registered Co- operative Society, granted license as wholesale nominee and Carriage Contractor for PDS items, shall sub- let the license or engage any other party to carry on the business of drawal of PDS items and their transportation.
03. That the amount of Rs. _____ deposited by the second party as security money vide DCR/FDR No. _____ dated _____ shall remain with the first party during the currency of the agreement and till the date of finalization of all accounts with the first party on this account. The first party reserves full right to recovery any outstanding dues from the security deposit of the second party.
04. That the monthly quota shall be procured by the second party from FCI/Stockiest and transported through approved carriage contractor at the Government approved carriage rate to the distribution centers by 15th day of the month of allocation which would be maintained in hygienic condition and subsequently arrange for door step delivery to the FPS as per sub allocation of the first party. Any problem regarding non- availability of stock in FCI depot, poor quality, disruption of surface communication, etc. disrupting flow of supply shall immediately be reported by the second party to the first party to take follow up actions.
05. That the buffer stock food grains allotted from time to time as per the policy of the Government should be drawn from FCI and stored at locations within the area of operation during the mont5h of allocation as per instructions of first party.

06. That any failure on the part of second party for drawal of monthly allotted quota/ buffer within the above stipulated period will make the second party liable to face penal action as fixed by the first party or Director Civil Supplies, Naharlagun which may amount to termination of the second party from the work.
07. That the stock should be issued by the second party to different FPS on prepayment basis at the wholesale rate fixed by the Government as per item wise monthly sub allocation made by the first party.
08. That the profit margin shall be as fixed by the Ministry of Food, Government of India from time to time and as per instruction from Government of Arunachal Pradesh.
09. That no stock in transit godowns located out side Arunachal Pradesh should be maintained for a period exceeding seven days by the second party. However, transit godown shall be maintained in the base area inside Arunachal Pradesh with prior approval from the first party which shall not exceed 15 days.
10. That the second party shall submit weekly statement showing the item wise details of stock drawn from FCI during the week and reason for less drawal to the first party without fail (4 consecutive failure on the part of second party to furnish such report returns shall be the cause of termination of this contract).
11. That the second party shall also submit a weekly statement to the first party on every Monday about item wise details of stock issued to different FPS during the week as per sub allocation of first party.
12. That the second party shall also submit other reports and returns under PDS required by the Government from time to time.
13. That in addition to the above terms and conditions, the deed of agreement shall also be guided by the provisions of the existing Acts and control order of PDS and any other provisions of the law as applicable from time to time under the existing Acts and Control orders while dealing with PDS items.
14. That the validity of the contract shall be for a period of two years or up to 31st March of second year, which ever is earlier from date of execution. This deed of agreement shall be valid up to or 31/3_____of the first year and renewed up to 31/3_____of the second year. Such approval shall be conveyed by Government of Arunachal Pradesh to the concerned Deputy Commissioner through the Director Civil Supplies if the performance report furnished by the concerned Deputy Commissioner is found to be satisfactory.
15. That the contract may be terminated at any time due to failure by the second party to fulfill any of the terms and conditions of the contract/ agreement by providing 15 days notice.
16. In case of termination of the Carriage Contract/ Nomineeship in the event of any court order etc., the Deputy Commissioners shall make interim arrangement for maximum period of 3 (three) months by appointing the second lowest tenderer, at the approved rate and shall take simultaneous action to re- float tender.
17. That if any departmental godown at any location is used by the second party, standard rent shall be paid by the second party to the Government of Arunachal Pradesh and concerned Deputy Commissioner shall deposit the amount into treasury under H/A- 1456 Civil Supplies.
18. That violation of any of above terms and conditions will invite penal action against the second party by the first party of concerned district.

19. That should any dispute or differences arise touching or concerning this agreement, the same shall be referred to the Director of Civil Supplies, Arunachal Pradesh, Naharlagun, who will dispose off the dispute or difference which shall be final and binding on both the parties.

20. That legal jurisdiction of this deed of agreement is confined to judicial court of the concerned district.

In agreement whereof both the parties have set and subscribed their hands to this on the day, month and year first written above.

Signed by (Name
and designation of
first party with seal)

Deputy Commissioner
_____ District

In presence of (Witness)

1. _____
2. _____

(Signature with name & address)
-do-

Signed by (Name
and designation of
Second party with seal)

M/s _____
_____ District

In presence of (Witness)

1. _____
2. _____

(Signature with name & address)
-do-

Executed before me
(Judicial Magistrate First Class)