

To

1. Managing Director, PUNGRAIN
2. Managing Director, PUNSUP
3. Managing Director, MARKFED
4. Managing Director, Punjab Agro Foodgrain Corporation
5. Managing Director, Punjab State Warehousing Corporation

**Memo No. Rice account/2/OTS/1060/2019/**

**Date, Chandigarh:**

**Sub: Standard Operating Procedure (SOP) for Dues Recoveries & settlement scheme.(DRSS)**

\*\*\*\*

Reference to Punjab Govt. notification no. RP-2-2019/2052, dated 17<sup>th</sup> September, 2019-20, vide which Dues Recoveries & Settlement Scheme(DRRS) has been issued, please find enclosed Standard Operating Procedure (SOP) for implementation of above said scheme.

You are hereby directed to ensure meticulous compliance of this Standard Operating Procedure (SOP).

**Enclosed: As Above.**

sd  
**Director Food, Civil Supplies &  
Consumer Affairs, Punjab.**

**End. No. Rice account/2/OTS/1060/2019/ Date, Chandigarh:**

Copy of the above is forwarded to the following for information:-

1. Private Secretary/Food and Supplies Minister Punjab.
2. Private Secretary/Principal Secretary, Food and Supplies, Punjab
3. Personal Assistant/Director, Food and Supplies, Punjab

sd  
**Director Food, Civil Supplies &  
Consumer Affairs, Punjab.**

**End. No. Rice account/2/OTS/1060/2019/ 06 Date, Chandigarh: 17-12-2019**

Copy of the above is forwarded to the following for information and necessary action:-

1. Accountant General (Audit) Punjab, Sector 17, Chandigarh.
2. Accountant General (A& E) Punjab, Sector 17, Chandigarh.
3. Deputy Director/Rice, Food and Supplies, Punjab
4. General Manager /Finance, PUNGRAIN/Food and Supplies, Punjab
5. General Manager/Accounts, PUNGRAIN
6. All Deputy Director /field, Food and Supplies, Punjab
7. All District Manager/DFSC Food and Supplies, Punjab
8. U.I.D. Branch at head quarter to upload SOP on portal.

Anil  
**Director Food, Civil Supplies &  
Consumer Affairs, Punjab.**

**Government of Punjab**  
Department of Food, Civil Supplies and Consumer Affairs,  
Anaj Bhawan, Sector 39-C, Chandigarh.

**Subject: - Standard Operating Procedure for "Dues Recovery & Settlement Scheme 2019-20" issued by Government of Punjab, vide notification No. RP-1(1024)-2019/2052, dated 17<sup>th</sup> September, 2019.**

Government of Punjab, Department of Food, Civil Supplies & Consumer Affairs, has issued " **Dues Recovery & Settlement Scheme 2019-20**"(DRSS) for the Defaulter Rice Millers, having amount outstanding against them, on account of undelivered rice to Food Corporation of India (FCI) and for amount recoverable on account of other components, vide its notification RP-1(1024)-2019/2052-2054, dated 17<sup>th</sup> September, 2019. A chance has been given under this scheme to the rice millers having various arbitration and court cases pending against them to avail this golden opportunity of settling their amounts recoverable against them. This scheme will close on 30<sup>th</sup> September, 2019 at 5 P.M. which has now been extended to 30<sup>th</sup> November 2019 vide letter no.RP-1(1024)/3180 dated 15:11:2019 and defaulter rice millers may avail this opportunity before the above date. Applications received after the above said date will not be entertained. The following Standard procedure shall be adopted for the implementation of this scheme: -

1. **Application of the Scheme:** - The above scheme shall apply to the millers who have been declared defaulters as prescribed in Clause 2. (SCOPE OF THE SCHEME) {page2} of the Scheme - Application will be submitted in quadruplicate (Four copies).
2. **Closing date of application under the Scheme:** - The receipt of application under the Scheme notification vide No. RP-1(1024)-2019/2052-2045 on 17<sup>th</sup> of September, 2019 shall close on the 30<sup>th</sup> of September, 2019 at 5.00 P.M. which has now been extended to 30<sup>th</sup> November 2019. Any application received after this date shall not be considered.
3. **How to apply:** - The Miller, who wants to avail the benefit of "Dues Recovery & Settlement Scheme 2019-20", will submit an application as per procedure for application as prescribed Scheme vide Clause 3 (PROCEDURE FOR APPLICATION) [a to h]{Page 3}in prescribed formats within the stipulated deadline along with the Bank Guarantee as per clause 3 (c) of the DRSS & affidavit as per clause 3(e) of the scheme.
4. **Settlement of claim:**
  - a. On Receipt of application from the miller, the District Manager of the concerned Agency will issue Receipt for Application (Schedule-2 of the scheme) {page 8} as prescribed in policy.
  - b. District Manager Concerned will process the application of the miller received under DRSS and prepare the detailed settlement account of the defaulter miller. The District Manager will work out the total amount recoverable from the miller by State Procuring Agencies on account of cost of Rice (Crop year wise) and amount of other recoveries and interest due ( as per scheme) and would prepare statement of the miller's dues in Appendix A, and calculate the amount payable by the miller under the DRSS scheme, within 7 days from the date of receipt of application.
  - c. He/she will then compile the information of all the cases received and processed and would convey the same in Appendix B to the nodal officer appointed by the MD of the concerned agency at head office, not later than 21<sup>th</sup> December 2019 along with 3 copies of each application.

- d. Nodal officer of the concerned agency would submit the cases after due verification and seeking approval of the Managing director to Controller Finance & Accounts (CFA), Department of Food, Civil Supplies, Punjab. not later than 30th December 2019 in appendix C along with 2 copies of each application.
  - e. CFA shall submit agency wise claims received for pre audit to the Audit parties appointed by Finance Department. Audit shall be conducted under the over all supervision of CFA and shall be completed by 10<sup>th</sup> January 2020.
  - f. CFA will issue letter of quantification of settlement to the miller in appendix D latest by 17<sup>st</sup> January 2020 with copy to MDs & Nodal officer of the concerned agencies.
  - g. Concerned defaulting miller availing the benefit of DRSS 19-20 on receipt of letter of quantification would deposit the 1<sup>st</sup> Instalment of 100% or 50% or 25% as per option I or II or III respectively as opted by him/her with in stipulated time.
  - h. On after deposit of 1<sup>st</sup> instalment, concerned miller will deposit the proof of deposit and acceptance cum undertaking for deposit of remaining instalment in appendix E.
  - i. All amounts received by various agencies under this scheme will be kept in a Centralized agency wise designated and independent account.
  - j. Nodal officer of the concerned agencies would supervise and follow up the recovery/deposit of settlement amount by the defaulting millers availing the DRSS 2019-20.
5. SUPERVISION AND FOLLOW UP :- Food, Civil Supplies and Consumer affairs department being a nodal agency will monitor the accounts settled by various agencies. CFA, in the department of Food & Civil Supplies and Consumer Affairs, Punjab, will be the nodal officer for monitoring the accounts settled under this scheme. A cell for monitoring claims and settlements under this scheme, by various agencies, will be created under the control of CFA. CFA and Nodal officer of the concerned agencies would supervise and follow up the recovery/deposit of settlement amount by the defaulting millers availing the DRSS 2019-20.
- a. Nodal officer of the all agencies will prepare report of settlement amount deposited by millers during the month and would submit to CFA by 3rd of every month in appendix F.
  - b. on 5th of every month CFA shall hold the meeting of all the nodal officer of agencies to review the position of deposit of settlement amount
6. SETTLEMENT :- Letter of final settlement of accounts shall be issued along with the release of Bank Guarantee submitted under Clause 3 (if any) by CFA, after receipt of 100% of the due payment in terms of clause 5 of the DRSS 19-20 and after following all the formalities laid down in this for all the State Procuring Agencies.
7. WITHDRAWAL OF COURT/ARBITRATION CASES :- on issuance of the final settlement letter the party concerned would withdraw the pending court/arbitration cases with 15 days of issuance of letter of settlement and intimate the CFA within 7 days.

## APPENDIX-A

(To be prepared in quadruplicate for Miller/Office/Headquarter and Nodal Officer)

### FORM FOR SETTLEMENT OF CLAIM

Name of the Agency: \_\_\_\_\_

Name of the Miller \_\_\_\_\_

#### PART-A

Amount due to Miller on the date of settlement:

| Sr. No. | Crop Year | Qty of un delivered rice to FCI | Value of undelivered rice to FCI | Principal Amount due on account of other components | Interest Recoverable as on the date of receipt of application on col. No. 4+5 | Total amount recoverable prior to DRSS settlement |
|---------|-----------|---------------------------------|----------------------------------|---|---|---|
| 1       | 2         | 3                               | 4                                | 5   | 6   | 7   |
|         |           |                                 |                                  |   |   |   |

#### PART-B

#### SETTLEMENT UNDER DRSS SCHEME

| Sr. No. | Quantity of undelivered rice to FCI | Value of undelivered rice at rates specified in schedule-I of DRSS 2019-20 | Principal amount recoverable on account of other components | Interest @ rate of 10% simple interest up to the date of application. Subject to the condition that interest so charged shall not increase the principal amount. | Total amount Recoverable under DRSS Scheme Col (3+4+5) | Option chosen for payment |
|---------|-------------------------------------|--|---|--|--|---------------------------|
| 1       | 2                                   | 3  | 4   | 5  | 6  | 7                         |
|         |                                     |  |   |  |  |                           |

Signature of DFSC/District Manager concerned with seal

## APPENDIX-B

### STATEMENT CASES RECEIVED FOR SETTLED UNDER DEBT. RECOVERY & SETTLEMENT SCHEME (DRSS)

Name of the Agency: \_\_\_\_\_

District: \_\_\_\_\_

| Sr. No. | Name of the miller | Date of Receipt of application | Amount received with application | Total amount Due Prior to Settlement |            |                                |  |
|---------|--------------------|--------------------------------|----------------------------------|--------------------------------------|------------|--------------------------------|--|
|         |                    |                                |                                  | Qty. of un delivered rice            | Amount Due | Amount Due on other Components | Interest due up to the date of application |
| 1       | 2                  | 3                              | 4                                | 5                                    | 6          | 7                              | 8  |
|         |                    |                                |                                  |                                      |            |                                |  |

#### Amount Due After settlement under DRSS

| Value of Rice @ rates specified in schedule 1 of DRSS | Principal amount Due on account of other components | Interest @ 10% Simple interest on column No. 11 subject to the condition that it will not increase the principal amount. | Total Amount Due Under DRSS (10+11+12) | Option opted for payment I or II or III<br>..... |                                |                                |                                |
|---|---|--|--|--|--------------------------------|--------------------------------|--------------------------------|
|   |   |  |  | 1 <sup>st</sup> Instalment due                   | 2 <sup>nd</sup> Instalment due | 3 <sup>rd</sup> Instalment due | 4 <sup>th</sup> Instalment due |
| 10  | 11  | 12   | 13                                     | 14   | 15                             | 16                             | 17                             |
|   |   |  |  |  |                                |                                |                                |

**Signature of DFSC / DM Concerned**



## APPENDIX-D

### DEPARTEMENT OF FOOD CIVIL SUPPLIES AND CONSUMER AFFAIRS, PUNJAB

To

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject: - Settlement of Claim under Debt Recovery & Settlement Scheme 2019-20 issued by Government of Punjab, vide notification No. RP-1(1024)-2019/2052-2045, dated 17<sup>th</sup> September, 2019.**

I am pleased to inform you that your application dated \_\_\_\_\_ for settlement of your amount due Rs. \_\_\_\_\_ under Debt Recovery & Settlement Scheme 2019-20, has been processed and found suitable for settlement under this scheme. Please find enclosed herewith detail of amount due from you (Form DRSS-1) and amount settled under this scheme. Subject to the terms and conditions of this scheme the amount under this scheme works out to Rs. \_\_\_\_\_ as full and final settlement. You are hereby requested to sign a acceptance cum undertaking, failure to which your claim under this scheme will be rejected. Mere processing of application under this scheme shall have no effect on the arbitration/court case pending against you, unless you deposit 100% of full and final payment along with interest as per mode of payment opted by you.

Thanks

Controller Food Accounts

1. Copy to M.D. of the concerned Agency
2. Copy to Nodal Officer

## APPENDIX-E

(In duplicate)

### ACCEPTANCE CUM UNDERTAKING (ON Non-Judicial Stamp paper of Rs. 100)

M/s \_\_\_\_\_ through its proprietor/partner/authorized person namely \_\_\_\_\_ (hereinafter called the "miller" which expression shall, include their successors/legal heirs and permitted assignees) on the one part

Whereas the Government of Punjab, in the Department of Food, Civil Supplies and Consumer Affairs, vide notification No. RP-1(1024)-2019/2052 dated 17.09.2019 has introduced, Debt Recovery & Settlement Scheme for the defaulters millers in the State of Punjab.

Whereas accordingly we are is desirous to avail the benefit of the said scheme notified by Government of Punjab, Department of Food, Civil Supplies and Consumer Affairs vide notification no. RP-1(1024)-2019/2052 dated 17.09.2019 on the terms and conditions hereinafter contained.

Therefore, it is hereby agreed and declared and witnesses by and between the parties:-

1. That we are is ready & willing to pay Rs. \_\_\_\_\_ i.e. under the scheme notified ibid settlement amount as calculated and notified through letter of quantification of settlement.
2. That hereby declare to pay 100% amount of settlement by way of one of the following options:-

(Strike off the options not applicable)

**Option (I)** Lump sum amount of Rs. \_\_\_\_\_ within 30 days of issuance of letter of quantification without any interest by 31-10-2019.

**Or**

**(Option (II) (Two Instalments))**

| Instalment  | Due Date of Instalment | Amount of instalment | Interest | Total Amount payable |
|---|------------------------|----------------------|----------|----------------------|
| 1 <sup>st</sup> Instalment (50% of settlement amount) |                        |                      | Nil      |                      |
| 2 <sup>nd</sup> Instalment (50% of settlement amount) |                        |                      | 6%       |                      |
|   | Total                  |                      |          |                      |

**Or**

**Option (III) (Four Instalments)**

| Instalment  | Due Date of Instalment | Amount of instalment | Interest | Total Amount payable |
|---|------------------------|----------------------|----------|----------------------|
| 1 <sup>st</sup> Instalment (25% of settlement amount) |                        |                      | -        |                      |
| 2 <sup>nd</sup> Instalment (25% of settlement amount) |                        |                      | 10%      |                      |
| 3 <sup>rd</sup> Instalment (25% of settlement amount) |                        |                      | 12%      |                      |
| 4 <sup>th</sup> Instalment (25% of settlement amount) |                        |                      | 15%      |                      |



|                    |       |  |  |  |
|--------------------|-------|--|--|--|
| settlement amount) |       |  |  |  |
|                    | Total |  |  |  |

3. That shall pay all the instalments by the due date and in case of delay in payment will pay interest @ 18% p.a. for the period of delay.
4. That shall withdraw the court case(s)/arbitration case(s) filed against the Government/Agency, if any, on account of recovery of above mentioned quantity of rice or other dues immediately.
5. That the court case(s) or arbitration case(s) filed by Government/ Agency shall be withdrawn only after the clearance of full and final payment under this scheme.
6. That we shall only be considered for allotment of paddy for custom milling only after the we have cleared the entire settlement amount mentioned above under this scheme along with interest.

Signature of Miller

Name of the Miller with address

Witness:1 \_\_\_\_\_

Witness: 2 \_\_\_\_\_

## APPENDIX-F

(To be submitted weekly to Nodal Officer by the Agency)

MONTHLY STATEMENT OF AMOUNT RECEIVED UNDER DRSS SCHEME BY \_\_\_\_\_

(NAME OF THE AGENCY) FOR THE MONTH OF \_\_\_\_\_

| Sr. No. | Name of the miller with address | District | Total amount due including interest prior to DRSS Scheme. | Gross Amount Recoverable under DRSS | Total Amount paid up to previous month | Amount due during the month | Date of deposit | Amount Paid | Total paid on last date of month | Balance payable | Due date of next instalment | Remarks |
|---------|---------------------------------|----------|---|-------------------------------------|--|-----------------------------|-----------------|-------------|----------------------------------|-----------------|-----------------------------|---------|
| 1       | 2                               | 3        | 4   | 5                                   | 6                                      | 7                           | 8               | 9           | 10                               |                 |                             |         |
|         |                                 |          |   |                                     |  |                             |                 |             |                                  |                 |                             |         |

Signature of Concerned DM/DFSC

Signature of M.D. or Authorised Person

**ANNEXURE –A**

Quadruplicate (Four

copies)  
(2 pages)

**DUES RECOVERY & SETTLEMENT SCHEME 2019-20**

CROP YEAR 1994-95, 2001-02 or 2009-10 year \_\_\_\_\_ up to  
2014-15 (Tick which ever is applicable)

To

The District Manager  
Agency Name \_\_\_\_\_  
District \_\_\_\_\_

**Subject: Application for settlement of account of M/s  
\_\_\_\_\_ Place \_\_\_\_\_ District  
\_\_\_\_\_ Agency \_\_\_\_\_ for Crop Year 1994-95,  
2001-02 or 2009-10 year \_\_\_\_\_ up to 2014-15 (Tick  
which ever is applicable).**

Sir/Madam:

1. This is to inform you that I have been declared as a defaulter miller in the crop year 1994-95, 2001-02 or 2009-10 year \_\_\_\_\_ up to 2014-15 (Tick which ever is applicable).
2. With reference to your notification No. \_\_\_\_\_ vide which Dues Recovery & Settlement Scheme 2019-20 has been issued I offer to settle my account and pay all my dues under this scheme.
3. The Application form along with the requisite application amount of Rs. 1,00,000 (one lakh) vide draft No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ is hereby attached payable to Managing Director, \_\_\_\_\_ (Name of Agency), Punjab at Chandigarh.
4. Given that certain Court cases/arbitration proceedings are pending, I also enclose herewith a Bank Guarantee for the sum of Rs. \_\_\_\_\_ along with the supporting affidavit as required by Clause 3(c) and Clause 3(e) of the scheme.
5. I further enclose all information demonstrating that I was in default of Crop 1994-95, 2001-02 or 2009-10 year \_\_\_\_\_ up to 2014-15 ( Tick whichever is applicable) on account of \_\_\_\_\_
6. I fully agree with the terms and conditions of the Dues Recovery & Settlement Scheme 2019-20 and shall abide by the standard operating procedure issued

under this scheme. Application form duly filled in and complete is attached herewith.

7. I opt for payment of final settlement as per option no. \_\_\_\_\_ given in Clause-5 of the scheme.

Yours faithfully  
(Signature)  
Name .....  
Designation.....  
Seal of firm: .....

- 1<sup>st</sup> Copy - For District Office.  
2<sup>nd</sup> Copy - To be submitted to Head Office.  
3<sup>rd</sup> Copy - For Office of Director Food Civil Supplies and Consumer Affairs, Punjab  
4<sup>th</sup> Copy - For Controller Food Accounts, Food Civil Supplies and Consumer Affairs, Punjab

Application for settlement of accounts of M/s \_\_\_\_\_ declared defaulter in the crop year 1994-95, 2001-02 or 2009-10 year \_\_\_\_\_ up to 2014-15 (Tick which ever is applicable) by \_\_\_\_\_ Agency

**ANNEXURE-A**

|   |                |      |        |  |      |      |                      |        |  |
|---|----------------|------|--------|--|------|------|----------------------|--------|--|
| 1. Name of the applicant  |                |      |        |  |      |      |                      |        |  |
| 2. Designation  |                |      |        |  |      |      |                      |        |  |
| 3. Procurement Agency & District  |                |      |        |  |      |      |                      |        |  |
| Information to be supplied by the miller: -                               |                |      |        |  | Bags |      | Quantity in Quintals |        |  |
| <b>Variety</b>  |                |      |        |  |      | Fine | Super fine           | Common |  |
| (i) Total paddy stored in the mill  |                |      |        |  |      |      |                      |        |  |
| (ii) Rice due   |                |      |        |  |      |      |                      |        |  |
| (iii) Rice delivered to FCI   |                |      |        |  |      |      |                      |        |  |
| (iv) Paddy/rice sold in open sale/<br>auctioned at the rates fixed by GOI |                |      |        |  |      |      |                      |        |  |
|   | Qty.(quintals) | Rate | Amount |  |      |      |                      |        |  |
| Paddy   |                |      |        |  |      |      |                      |        |  |
| Rice  |                |      |        |  |      |      |                      |        |  |

|        |  |  |  |  |                                       |     |     |     |
|--------|--|--|--|--|---------------------------------------|-----|-----|-----|
|        | Total  |  |  |  |                                       |     |     |     |
| (v)    | Net Shortage of rice delivered (iv)-(v)-(vi)   |  |  |  |                                       |     |     |     |
| (vi)   | Shortage of rice (vii) converted into paddy<br>(vii × 100/67)  |  |  |  |                                       |     |     |     |
| (vii)  | Value of Paddy at the rate mentioned in<br>Schedule 1.   |  |  |  |                                       |     |     |     |
| (viii) | Bags retained by the millers   |  |  |  |                                       | --- | --- | --- |
| (ix)   | Value of bags to be recovered as per the<br>rates fixed including simple interest @ 10%<br>per annum.  |  |  |  |                                       |     |     |     |
| (x)    | Other dues payable by the miller to<br>Government including simple interest @<br>10% per annum.        |  |  |  |                                       |     |     |     |
| (xi)   | Security amount deposited (Give draft No.<br>_____ and date<br>CMR Security:<br>Levy rice Security:    |  |  |  |                                       |     |     |     |
| (xii)  | Other amount payable by the agency   |  |  |  |                                       |     |     |     |
| (xiii) | Application money under Dues Recovery &<br>Settlement Scheme 2019-20<br>Draft No. _____<br>date _____. |  |  |  |                                       |     |     |     |
| (xiv)  | Net amount recoverable from the miller   |  |  |  |                                       |     |     |     |
|        |  |  |  |  | Signature of the applicant with stamp |     |     |     |

ANNEXURE -B

Quadruplicate (Four

copies)  
(2 pages)

**DUES RECOVERY & SETTLEMENT SCHEME 2019-20**

CROP YEAR \_\_\_\_\_

To

The District Manager  
Agency Name \_\_\_\_\_  
District \_\_\_\_\_

Subject: Application for settlement of account of M/s \_\_\_\_\_  
\_\_\_\_\_ Place \_\_\_\_\_ District \_\_\_\_\_  
Procurement agency \_\_\_\_\_ for Crop Year \_\_\_\_\_.

Sir/Madam:

1. This is to inform you that I have been declared as a defaulter miller in the crop year \_\_\_\_\_.
2. With reference to your notification No. \_\_\_\_\_ vide which Dues Recovery & Settlement Scheme 2019-20 has been issued I offer to settle my account and pay all my dues under this scheme.
3. The Application form along with the requisite application amount of Rs. 1,00,000 (one lakh) vide draft No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ is hereby attached payable to Managing Director, \_\_\_\_\_ (Name of Agency), Punjab at Chandigarh.
4. Given that certain Court cases/arbitration proceedings are pending, I also enclose herewith a Bank Guarantee for the sum of Rs. \_\_\_\_\_ along with the supporting affidavit as required by Clause 3(c) and Clause 3(e) of the scheme.
5. I further enclose all information demonstrating that I was in default of Crop \_\_\_\_\_ on account of \_\_\_\_\_.
6. I fully agree with the terms and conditions of the Dues Recovery & Settlement Scheme 2019-20 and shall abide by the standard operating procedure issued under this scheme. Application form duly filled in and complete is attached herewith.
7. I opt for payment of final settlement as per option no. \_\_\_\_\_ given in Clause-5 of the scheme.

Yours faithfully  
(Signature)  
Name .....  
Designation.....  
Seal of firm: .....

Encl: As above.

- 1<sup>st</sup> Copy - For District Office.  
2<sup>nd</sup> Copy - To be submitted to Head Office.  
3<sup>rd</sup> Copy - For Office of Director Food Civil Supplies and Consumer Affairs,  
Punjab  
4<sup>th</sup> Copy - For Controller Food Accounts, Food Civil Supplies and Consumer Affairs,  
Punjab

**APPLICATION FOR SETTLEMENT OF ACCOUNTS OF**

M/s \_\_\_\_\_

declared defaulter in the crop year \_\_\_\_\_ by \_\_\_\_\_ agency

**ANNEXURE-B**

|   |      |                      |
|---|------|----------------------|
| 1. Name of the applicant  |      |                      |
| 2. Designation  |      |                      |
| 3. Procurement agency & District  |      |                      |
| Information to be supplied by the miller: -   | Bags | Quantity in Quintals |
| (i) Total paddy stored with the miller  |      |                      |
| (ii) Rice due   |      |                      |
| (iii) Rice delivered to FCI<br>FAQ<br>Upgraded  |      |                      |
| (iv) Balance rice due (iv)-(v)  |      |                      |
| (v) Value of Balance rice as per Schedule 1   |      |                      |
| (vi) Rice auctioned (Qty.)  |      |                      |
| (vii) Amount received in auction<br>(Rupees _____)  |      |                      |
| (viii) Recoverable Shortage of rice (Qty)(vii – ix)   |      |                      |
| (ix) Cost of bags left with the miller shall be recovered at the rate fixed by department as per para _____ of this policy for crop year _____. |      |                      |
| (x) Other dues shall be recovered in full   |      |                      |
| (xi) Total Recoverable (x + xi +xii)  |      |                      |
| (xii) Deduct there from security deposit of the miller if any   |      |                      |
| (xiii) Net Recoverable under Dues Recovery & Settlement Scheme 2019-20 (xiii - xv)  |      |                      |

Signature of the applicant with stamp

**MODEL FORM OF BANK GUARANTEE BOND/ GUARANTEE BOND**

In consideration of the Debt Recovery & Settlement Scheme 2019-20 (hereinafter called the said "Scheme"), an application (hereinafter called the said Application") has been submitted to \_\_\_\_\_ (Name of State Procurement Agency) (hereinafter called 'the said State Agency') by \_\_\_\_\_ (Hereinafter called 'the said Defaulter Miller') for settlement of pending dues under Debt Recovery & Settlement Scheme 2019-20, the said defaulter miller is mandated to produce a bank guarantee for Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_).

We \_\_\_\_\_ (Hereinafter referred to as the Bank) (at the request of the said defaulter Miller do hereby undertake to pay the said State Agency an amount not exceeding Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_)) against any loss or damage caused to or suffered or would be caused to or suffered of any of the terms or conditions contained in the said Application and Debt Recovery & Settlement Scheme 2019-20.

1. We \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demurrage on a demand from the said State Agency stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the said State Agency by reason of breach by the said Defaulter Miller or any of the terms or conditions contained in the said Debt Recovery & Settlement Scheme 2019-20 and application made there under or by reason of the said Defaulter Miller's failure to perform the said Application/Scheme. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_).



2. We undertake to pay to the said State Agency any money so demanded notwithstanding any dispute(s) raised by the said Defaulter Miller in any arbitration case or suit or proceedings pending before any court or tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said Defaulter Miller has no claim against us for making such payment.
3. We \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said application / scheme and that it shall continue to be enforceable till all the dues of the said State Agency under or by virtue of the said scheme/ application have been fully paid and its claims satisfied or discharged or till the said State Agency certifies that the terms and conditions of the said scheme/ application have been fully and properly carried out by the said Defaulter Miller and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing till the date of its enforcement, we shall be discharged from all liability under this guarantee thereafter.
4. We \_\_\_\_\_ further agree with the said State Agency that the said State Agency shall have the fullest liberty without our consent and without effecting in any manner, obligations hereunder to vary any of the terms and conditions of the said application / scheme or to extend time of performance by the said Defaulter Miller from time to time or to postpone for any time or from time to time any of the powers exercisable by the said State Agency against the said Defaulter Miller and to forbear enforce any of the terms and conditions relating to the said application / scheme and shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Defaulter Miller or for any forbearance, act or omission on the part of the said State Agency any indulgence by the said State Agency to the said Defaulter Miller by any such matter or thing, whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to change in the constitution of the Bank or the said Defaulter Miller.
6. We \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Managing Director of the said State Agency in writing.

Dated the \_\_\_\_\_ day \_\_\_\_\_ 2019 for \_\_\_\_\_

(Indicate the name of bank, seal and complete address).

**AFFIDAVIT**

(to be executed on stamp paper of Rs 20/-& attested by Notary Public)

I, S/o..... R/o ....., the Proprietor /Partner/ Managing Director of M/s ....., do hereby solemnly affirm and declare as under:

1. That I am the Proprietor /Partner/ Managing Director of M/s..... situated at ....., which deals in the business of milling of paddy.
2. That aforesaid company is a defaulter of (.....) in respect of milling of paddy during KMS .....
3. That in respect of default case is pending before Court / Arbitrator
4. That I undertake:
  - i. That within seven days of filing of the present application I will file an application for stay of the pending Court/arbitral proceedings, stating therein, that the I has submitted an application under the present Scheme for settlement.
  - ii. That in the event of default of the payment as prescribed under this Scheme, the court/ arbitration proceedings would re-commence, as if the Scheme was never implemented and the I will not lay claim to any interest for this period of stay.
  - iii. That any payments made by the me in pursuance to the Scheme, including the application money and/or the Bank Guarantee, in such a situation will stand forfeited/and or encashed.

Dated: .....

Deponent

Place: .....

**VERIFICATION**

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

Dated: .....

Deponent

Place: .....