



भाण्डागारण विकास और विनियामक प्राधिकरण

भारत सरकार

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Warehousing Development and Regulatory Authority

Government of India

N.C.U.I. Building, (4th Floor), 3, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi – 110016
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To

All Stakeholders & General Public

Subject - Inviting suggestions/ views/ comments from the stakeholders and general public on the draft guidelines for empanelment of assayers/assaying firms -reg.

Warehousing Development and Regulatory Authority (WDRA) is regulatory authority constituted on 26.10.2010 under the Warehousing (Development and Regulation) Act, 2007 to implement the provision of the Act for the development and regulation of warehouses, negotiability of warehouse receipts and promote orderly growth of the warehousing business in the country. The WDRA is a Statutory Authority under the Department of Food and Public Distribution, Government of India.

WDRA has implemented NWR system in the country and regulates through registration of warehouses intending to issue NWRs against deposited goods. WDRA moved to IT based electronic -NWR (e-NWR) from September, 2017 by licensing two repositories, namely M/s National e-Repository Ltd. (NERL) and M/s CDSL Commodity Repository Ltd. (CCRL) for creation and management of e-NWR transaction issued by registered warehouses.

The issuance of e-NWR/e-NNWR is mandatory for registered warehouses w.e.f. 01.08.2019 and no paper NWR is permitted. As such, As per provisions of the Act, rules and regulations made there under assaying and grading of the commodities is mandatory and to be filled in when NWR/eNWR is issued. In case of e-NNWR, assaying is not mandatory. Registered warehouses are required to have necessary arrangement of assaying equipments and also the qualified person for the assessment. Many of the bigger warehouses will have their own staff/person having

licenses of assaying and /or they may have tie-ups with external assayers or assaying agencies. However, small warehouses will have limited staff for operations and there is very less chance of having person with license for assaying. Many small warehouses may be in rural areas and may not have tie up with assaying agencies.

It has been observed that many small warehouses registered with WDRA are finding it difficult for assaying the commodities. They also find it difficult to get persons or assaying agency for assaying and grading of the commodities stored in their warehouses.

In view of above, WDRA has proposed to empanel the individual assayers/assaying firms having necessary license of assaying from local authorities. The list of empanelled assayers/assaying firms will be and published on WDRA website so that the registered warehouses may use services of those assayers/ assaying firms for assaying the deposited goods and get certified. This will be helpful to these small warehouses. However, there will be no disturbances to existing setup of licensed assaying firms /assayers as being used by warehouses.

WDRA has drafted guidelines on empanelment of assayers to lay down the procedures and terms of empanelment and related matters and intends to invite suggestions/comments/views of all the stakeholders and general public. Draft guidelines are enclosed.

In this regard, suggestions/comments from all stakeholders and the general public are invited on the draft guidelines on empanelment of assayers/assaying firms. The comments may be sent to Assistant Director (Stakeholder awareness and outreach) at Email : shekhar.gupta@gov.in or may send by post to **Assistant Director (Stakeholder awareness and outreach), Ware House Development and Regulatory Authority, 4th floor, NCUI Building, 3 Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016.** The comments may kindly be sent latest by 09th November, 2020. It is requested that the name, contact details and address of the sender may be indicated while sending the suggestion/comments.


16/10/2020
Dr. C. S. Gupta

Assistant Director (SA&O)
डा. चन्द्र शेखर गुप्ता / Dr. C. S. GUPTA
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Warehousing Development and Regulatory Authority
उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय
Ministry of Consumer Affairs, Food and Public Distribution
भारत सरकार / Government of India
हौज खास, नई दिल्ली-16 / Hauz Khas, New Delhi-16



Warehousing Development and Regulatory Authority
(Government of India)

NCUI Building (4th Floor), 3 Siri Institutional Area,
August Kranti Marg, Hauz Khas,
New Delhi – 110016

Guidelines on Empanelment of Assayers / Assaying agencies

Warehousing Development and Regulatory Authority

Government of India

Dated:.....

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CHAPTER I

PRELIMINARY

1. Short title and objectives

- 1) These guidelines may be called the Guidelines on empanelment of assayers / assaying agencies.
- 2) These guidelines seek to promote well defined assaying activities in warehouses through trained and qualified persons having expertise in assaying of agricultural / horticultural commodities. Accordingly, these guidelines define the responsibilities and obligations of an assayer and process for empanelment of assayers.

2. Definitions

In these guidelines, unless the context requires otherwise:

- a) "applicant" means an individual/firm/agency making an application to the Authority seeking empanelment as an Assayer under Chapter II of these guidelines;
- b) "Assayer" means an empanelled individual/firm/agency of the authority who shall assay the commodity as per the WDRA prescribed assaying parameters;
- c) "Authority" means the Warehousing Development and Regulatory Authority established under the Act;
- d) "Empanelment" means to empanel is to select a group of people for assessment of agri-commodities as per these guidelines;
- e) "grade" means the quality standard of any goods as notified as grade designation by the Central Government under the Agricultural Produce (Grading and Marking) Act, 1937 or any other law for the time being in force;
- f) "guidelines" means these guidelines issued by the Authority and as amended from time to time.
- g) "inspection" means examination of a warehouse in order to assess compliance with the provisions of the Act, Rules, Regulations and Guidelines/Circulars made there under and includes physical verification of stocks, equipments, examination of records, collection of information including documents, samples, records from one or more warehouses and any other office or premise of a warehouseman.

- h) "negotiable warehouse receipt" means a warehouse receipt under which the goods represented therein are deliverable to the depositor or order, the endorsement of which has the effect of transfer of goods represented thereby and the endorsee for which takes a good title;
- i) "non-negotiable warehouse receipt" means a warehouse receipt other than a negotiable warehouse receipt;
- j) "regulation" means a regulation made under this WDRA Act and these guidelines;
- k) "Schedule" means a Schedule appended to these guidelines;
- l) "Standard Operating Procedure" means a set of step-by-step instructions compiled by an organization to carry out complex routine operations. The purpose of a SOP is to carry out the operations correctly and always in the same manner.
- m) "warehouseman" means any person who is granted a certificate of registration in respect of any warehouse or warehouses by the Authority or an accreditation agency for carrying on the business of warehousing;
- n) "Warehousing business" means the business of maintaining warehouses in storage of goods and issuing negotiable warehouse receipts;

All other words and expressions used in this manual, but not defined, and defined in the Act, the rules and the regulations shall have the same meaning respectively assigned to them in the Act, the rules and the regulations, as the case may be.

CHAPTER II

EMPANELMENT OF ASSAYERS

3. SCOPE OF WORK

The Warehousing Development and Regulatory Authority (WDRA) hereinafter referred as "the Authority", a statutory regulatory body, has been constituted under section 24 of the Warehousing (Development and Regulation) Act, 2007. One of the functions of the WDRA include regulation of warehouses issuing Negotiable Warehouse Receipts(NWRs) by registering such of the warehouses which meet the infrastructure/ organizational standards, standard operating procedures and compliance to other local laws as specified by the Authority and intend to issue

NWRs. The new registrations rules viz. the Warehousing (Development and Regulation) Registration of Warehouses Rules, 2017 has been notified by the Government of India on February 23, 2017 superseding the earlier rules.

- 3.1 In order to facilitate small warehouses, especially those belonging to PACCS/FPOs, which do not have assayers of their own for grading of the Agri-commodities, WDRA intends to empanel qualified professionals as assayers, whose service could be utilized by any Warehouseman for the purpose of sampling & grading, categorization and classification of agricultural commodities on an optional basis. While the responsibilities of assaying the agricultural products will remain that of the registered warehouses, this is only to assist those warehouses who wish to use the services of empanelled assayers to fulfil their obligations for assaying before the issue of e-NWR.
- 3.2 The current system of assaying by warehouseman through his own qualified, trained staff, where ever being done, will continue as before. There would be no change in the requirements specified by WDRA for registration of warehouse, as these shall remain as in the WDRA Act/Rules/Regulations/guidelines already in force.
- 3.3 Therefore, all the laboratory equipments required as per WDRA norms would have to be maintained at the warehouses.
- 3.4 The warehouseman may engage the services of any empanelled assayers of his choice.
- 3.5 The empanelled list of assayers is only to aid the warehouseman and is not restrictive in any manner.
- 3.6 The empanelled assayers will be required on all India basis in all regions so that they could called upon to provide their services to the warehouse in their proximity.

4. Call for applications for empanelment of Assayers

The Authority will empanel assayers pursuant to call for applications for empanelment of assayers.. The empanelment would be a continuous process and shall take place as and when the application is received upon fulfilling the eligibility criteria for empanelment of an assayer as given in schedule 2.

5. Submission of application

- i. The applicant shall submit the application in the format specified in Schedule 1.

- ii. The Authority shall treat the application as complete if all of the following requirements are met –
 - a) the applicant submits the application for empanelment in the format and manner specified;
 - b) the applicant submits all documents required under Schedule 1; and
 - c) the applicant declares that he is not into warehousing business.
- iii. The Authority may call for additional information from the applicant and the applicant shall furnish such information within such time as may be stipulated by the Authority.

6. Acknowledgement of application

- i. The Authority shall send an acknowledgement to the applicant within one week of receipt of the application.
- ii. Mere submission of the application for empanelment shall not bind the Authority to empanel the applicant as an assayer under this document.

7. Persons ineligible for empanelment

- i. Any person that has been blacklisted by the Government of India or the Government of any State or any organization associated with such Governments shall be debarred from empanelment as an assayer.
- ii. Any warehouseman or any person associated with the warehousemen registered with the Authority shall be ineligible.
- iii. The applicant shall not be in the business of warehousing of agri commodities.

8. Eligibility of applicants and evaluation of applications

- i. The Authority shall evaluate applications only if they are complete as per clause 5(ii).
- ii. The application shall be evaluated for eligibility on the basis of the criteria laid in Schedule 2 and the Authority is satisfied that the applicant meets the criteria laid out in Schedule 2.

9. Empanelment of Assayers

- i. If the Authority decides to empanel an applicant, it shall issue a written or electronic communication to the applicant and ask him to submit a written acceptance and submits an agreement in the prescribed format within a period of 14 working days of issue of such communication or such time as may be allowed by the Authority.
- ii. If the applicant submits the written acceptance and agreement, the Authority shall empanel the applicant as an Assayer for a period of three year subject to renewal on yearly basis from the date of empanelment unless such empanelment is surrendered or cancelled before such period.

10. Process for rejection of applications

- i. The Authority may reject an application if it finds that the applicant does not fulfill the eligibility requirements under clause 5.
- ii. The Authority may reject an application if any information submitted by the applicant under clause 5 is found to be false.
- iii. The Authority may reject an application if the applicant does not furnish the information required by the Authority within the time period specified under clause 5. iii.
- iv. The Authority may reject an application if it finds the applicant is ineligible under clause 5.
- v. The Authority may reject an application on any other ground, recorded in writing, if it is satisfied that it is necessary to do so.

CHAPTER III

Responsibilities and Obligations of an Assayer

11. Responsibilities and Obligations of an Assayer

- I. Whenever an empanelled assayer is called for assaying by a warehouseman, he shall be required to perform the following activities.

- a. Draw samples from the stock to be assayed following sampling procedure prescribed under BIS and as per WDRA Standard Operating Procedure (SOP).
 - b. Follow the process for assaying the parameters required as per WDRA specification prescribed for that commodity.
 - c. Analysis may be done for any other parameters as per the requirements of the warehouse to meet the requirements of any other agency such as commodity exchanges / e-NAM platform or other digital platforms or any other channel.
 - d. He would be required to perform physical analysis only. If any chemical analysis is required, the warehouseman will make his own arrangements to get the same organised /performed from any recognised laboratory or agency.
- II. Warehouseman will provide all equipment required for assaying of physical parameters and which he is required to possess at the warehouse as per the registration rules of WDRA.
 - III. Assayers will carry out all the required analysis and give certificate indicating the details of analysis and final grading arrived at to the warehousemen as well as the depositor. He may be required to collect and preserve samples as per WDRA SOP. An additional reference sample may be also be collected by the Assayer for his record.
 - IV. Fee for any physical analysis/ assaying / grading shall be borne by the warehouseman as this is the primary responsibility of the warehouseman.
 - V. The assayer should also certify/undertake that he has completed the analysis as per the SOP prescribed by the WDRA and followed the laid down procedure. In the event of any disputes arising out of the said analysis, the reference sample is to be referred to a NABL accredited laboratories, laboratories notified by the FSSAI/Central Grain Analysis Laboratory (CGAL)/WDRA recognized laboratories for quality assessment under joint signature and seal of all stakeholders.
 - VI. Whenever warehouseman contacts any assayer he/ she has to report at warehouse at the agreed upon time for sampling and analysis .
 - VII. It is supposed that the assayer will draw sample and give final analysis report on same day, under ordinary circumstances.
 - VIII. The assayer will not undertake sampling and analysis task if the concerned warehouseman is his / her blood relation or a relative as defined in Companies Act 2013, and immediately inform the warehouse manager concerned to enable him to make alternate arrangements.
 - IX. The assayer empanelment would be cancelled by WDRA in case it is found that in more than 5% of the cases, the analysis carried out by him is over-stated/under-stated for the grade/category/assessment in any super-check by an appropriate authority subject to permissible changes occurring due to natural causes.

- X. The empanelment will automatically come to an end with the expiry of the weigher, sampler, grader licence issued to him by the competent authority.
- XI. WDRA reserves the right suspend / terminate empanelment of any assayer or all assayers at any time without assigning any reason.
- XII. The Assayer shall not outsource the work of Assaying to any other person, and all reports and communications under these guidelines must be under the name and authority of the Assayer.
- XIII. The assayer shall have a valid non-disclosure agreement with the Authority preventing him from disclosing any information gathered during assaying under these guidelines, except if required to do so by order of a court, tribunal or law enforcement agency.

CHAPTER IV

PAYMENT FOR ASSAYING

12. Payment to assayer by warehouseman for assaying

Professional fees will be paid by the warehouseman, as agreed upon between the Assayer and the Warehouse Man. No other allowance except the specified professional fee would be payable by the warehouseman to the assayer.

CHAPTER V

CANCELLATION AND SURRENDER OF EMPANELMENT

13. Cancellation of empanelment

- 1) The Authority may cancel the empanelment of an Assayer for one or more of the following reasons:
 - a. the Assayer fails to comply with any of the terms and conditions subject to which the empanelment was granted to it;
 - b. the Assayer fails to respond to a communication issued to him under these guidelines.
 - c. has indulged in fraudulent and malpractices;
 - d. has in any manner become incompetent to conduct the business of weighing, sampling and grading; and
 - e. has failed to comply with any of the conditions of licence or any other provision of the Act or Rules and Regulations made thereunder; or

f. has failed to get the Weigher, Sampler, grader licence renewed.

**CHAPTER VI
SCHEDULES**

Schedule 1

Application form for Empanelment of Assayer

To,

The Director (Administration & Finance)
Warehousing Development and Regulatory Authority (WDRA)
NCUI Building (4th Floor), 3, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi – 110016

Subject: Application for Empanelment as Assayer for Warehousing and Development and Regulatory Authority for providing the professional / technical support service to the WDRA registered warehouses.

Dear Sir,

I hereby submit my/our application for empanelment as Assayer for the Warehousing and Development and Regulatory Authority in response to your advertisement appearing in (newspaper) dated along with all the requisite documents as under.

1. Name of the Applicant: -

(In block letters)

2. Date of Birth (dd/mm/yyyy):

3. Father's Name: _____

4. Education Qualification for Coordination onward (Attach Certificates)

S. No.	Course	Year of Completion	University/Organisation

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5. Complete Residential Address:

6. Telephone No. /Mobile No. : _____

7. E-mail ID : _____

8. Details of Weigher, sampler, grader licence (Please attach self attested copy)

i) Licence No. _____

ii) Detail of Issuing authority: _____

iii) State (of operation): _____

iv) Issue date: _____

v) Valid up to: _____

9. Positions held since entry to

service: _____

S. No.	Designated & Place & Posting, including the name of the office	From	To	Nature of work

10. Details of Assaying conducted along with documentary proof / certificate from client / organisation.

S. No.	Name of Organisation / Client	Type of Assaying with name of Agricultural Products	Remarks

"The details of the Assaying of 10 samples are given above. I hereby declare that in all I have conducted assaying of 50 or more samples of Agricultural Commodities as required vide Para 2(a) of Schedule 2,."

11. I hereby declare that:

- a. after selection for empanelment with WDRA. I will disassociate with warehousing business of any warehouse registered or going to be registered with WDRA and/or entities of WDRA
- b. the assaying report will be handed over to the Authorized Representative of the Depositor/Warehouseman and its copy will be kept in the record and it will not be shared with any other party without consent of the concerned depositor or eNWR/NWR holder.
- c. as and when asked by the WDRA or Authorized Representative WDRA the information as required will be provided.

Date:

Name and Signature
of the Applicant

Place :

Enclosures

- a) Paste a self-signed passport sized photograph of the applicant on the front page of application.
- b) Enclose a copy of self-certified ID and Address proof.
- c) Certificates in support of education qualification.
- d) Proof required as per clause (1) (a) (i) of the qualification requirements. If applicable.

- e)** Certificate required as per clause (1) (a) (ii) of the qualification requirements. If applicable.
- f)** Self attested Copy of the valid Weigher, sampler, grader license as per 8. Above.

Schedule 2

Eligibility criteria for empanelment as an Assayer

The applicant must meet the following conditions in order to be considered for empanelment as an assayer (including Individual Natural Person) by WDRA.

Any individual natural person may be the applicant for empanelment as assayer with WDRA for providing the professional/technical services for assaying the goods/commodities to any warehouseman, who wish to utilize his services and should have the following minimum essential qualifications:

- 1) A minimum graduate degree in science (with biology/biotechnology), agriculture or bio-chemistry or allied sciences for which a necessary certificate should be attached.
- 2) (a) Have experience of at least five years in one or more of the following fields – storage, Research and Development, sampling & grading (categorization and classification) of agricultural goods/commodities or food products, and should have analyzed at least 50 samples of Agricultural Commodities. In this case he shall submit the proof of analyzing at least ten samples of agricultural/ goods/commodities or food products.

OR

- (b) Ex-officials of Central/State Government, PSU, Autonomous Bodies or Agency, National Agriculture Market (eNAM), Central Warehousing Corporation (CWC), Food Corporation of India (FCI), IGMRI, State Warehousing Corporation (SWC), Indian Council of Agricultural Research (ICAR), State Agricultural Universities (SAUs), State department of agriculture, Directorate of Marketing and Inspection (DMI), National Accreditation Board for Testing and Calibration Laboratories (NABL), Bureau of Indian Standards (BIS), International Organization for Standardization (ISO), Hazard analysis and critical control points (HACCP) or any other state or central agency who have experience of analyzing and testing of agricultural goods/commodities or food products. Any proof of having services in these organization for at least a period 5-years along with a copy of PPO or LPC etc, as applicable, may be furnished.
- 3) Must be a trained and licensed/certified/accredited assayer. He should

also be certified as an assayer as per the laws of the state.

- 4) Should possess good IT Skills.

Schedule 3

AGREEMENT FOR EMPANELMENT AS ASSAYER FOR THE WAREHOUSING DEVELOPMENT AND REGULATORY AUTHORITY

(To be executed on non-judicial Stamp Paper of Rs.100/- and attested by Notary Public)

This Agreement is made this day of , 2020 by and between Warehousing Development and Regulatory Authority and _____ (the "Assayer").

WHEREAS, the Assayer, as a non-official in the WDRA, is permitted to perform limited services for Registered warehouses, subject to the terms and conditions of Assayer's engagement relationship with WDRA;

AND WHEREAS, the WDRA desires that the Assayer to undertake different Assaying assignments at the request of the Warehouses Registered with the Authority and assistance to the Authority in his/ her area of expertise;

AND WHEREAS, the Assayer desires to provide such services and assistance to the Authority under the terms and conditions of this Agreement;

NOW, THEREFORE, the Assayer hereby agrees to the following Terms and Conditions for engagement as an assayer in WDRA

1. The Assayer shall carry out the work related to his/her job requirement and as assigned by the accredited warehouseman and WDRA.
2. Assayer shall not undertake any work which involves entering into financial commitments to exercise powers on matters which are likely to bind the Authority.
3. Assayer shall serve WDRA for a period of one year or more as per orders issued by WDRA from time-to-time.
4. The agreement shall automatically stand terminated at the end of the period unless extended by WDRA on the same terms and conditions by issuing a fresh order(s) thereof.
5. Notwithstanding anything noted above the assignment shall be Job profile based for a period for the specified works therein, unless the same is ordered by Authority.
6. Assayer should maintain confidentiality of the work carried out by them. Assayer shall not divulge WDRA information to any third parties that they may acquire in the course of their work, other than as specified under Section 2, Responsibilities of an Assayer.

7. Assayer shall execute and perform the works assigned to them with due diligence, sincerity and according to the best of their intelligence, skill and ability for all such work/assignment as WDRA will require them to do in such capacity.
8. The Assayer, at all times, shall conduct himself / herself and behave honestly, faithfully and properly in the course of discharge of their duties and as necessary for maintaining office decorum and office protocols.
9. Assayer shall be entitled to a analysis fee as prescribed in advertisement / Terms and Conditions during the above period and no other allowances shall be payable.
10. The engagement does not grant the assayers any right for future employment in WDRA or any benefits admissible to the employees of the WDRA.
11. The Assayer hereby irrevocably agrees to indemnify the WDRA in the event of any action taken by any third party / office with respect to his acts in the WDRA, in the event of any loss, damages or claims and any third party claims arising out of any violations of applicable guidelines.
12. It is agreed to and undertaken by the assayer to safeguard the interests of the WDRA and protect the WDRA against any claims or demand made or proceedings initiated by any one against him/her and indemnify the WDRA in that regards including loss, damages, interest or cost thereof.
13. The services of the Assayer can be terminated on a notice of 30 days by either side at any time during the period of engagement.
14. In case, the services rendered by the Assayer are found to be not satisfactory or if there is any breach of the terms of the agreement, the WDRA shall have the right to terminate the services of the Assayer with immediate effect without issuing a notice thereof and the decision of the Competent Authority thereon shall be final and binding.
15. Competent Court in Delhi alone will have jurisdiction to decide the dispute arising out of this contract.

Witnesses

Assayer

1.

2.

Witnesses

WDRA, New Delhi

1.

2.