

FORM OF AGREEMENT WITH BILLING-CUM-PAYMENT AGENT IN CONNECTION WITH PURCHASE/DELIVERY OF WHEAT BY THE STATE GOVERNMENT.

(Exempt from stamp duty)

1. This agreement made this _____ day of _____ 20__ between the Governor of Haryana (hereinafter referred to as the Government) of the first part and _____ (hereinafter referred to as the ‘Billing-cum-payment Agent’) of the second part.

The Billing-cum-payment Agents agree as follows:-

- 1) They will move from heap to heap of foodgrains arriving in the mandi when the prices are settled and shall see that in no case the price paid is more than that justified by the quality of the grain.
- 2) They shall see that the grain is weighed after proper and through cleaning in the manner prescribed by the Govt.
- 3) They shall ensure that the grain is weighed correctly, 100% weightment is done at weighbridges and bags are filled to the standard weight prescribed by the Government.
- 4) They shall provide necessary labour, if required at the cheapest rate within the prescribed rates and shall render this promptly and efficiently at all stages of purchases, storage and delivery to Food Corporation of India/Government godown.
- 5) They shall see that the actual number of bags purchased, reaches the Government/Food Corporation of India godown with the Inspector/Sub-Inspector at the time of removing stocks from mandi to godowns and deliveries to the Food Corporation of India. They shall keep proper account of wheat purchased and lifted from each Kacha Arhtia (separately kacha artia-wise) in the following proforma:-

1	2	3	4	5	6
Dated	Opening Balance	Quantity Purchase	Quantity Lifted	Place of delivery/storage	Balance
	Bags Qtls.	Bags Qtls.	Bags Qtls.		Bags Qtls.

Similarly they shall keep proper account of the empty gunny bags supplied to them by the Department for filling of wheat purchased.

- 6) They shall ensure the accuracy of the scales and weights which are used in purchases & deliveries of wheat. For this purpose they shall have their own set of weights.
 - 7) They shall certify the correctness of all incidental charges and bills in respect of the purchases involved.
 - 8) They shall obtain bills from Kacha Aarhtias for wheat purchased by the State Government on day to day basis, check them with the relevant purchase record and make payment to the Kacha Aarhtias against proper receipts.
 - 9) They shall make payments of market fee due on wheat purchased by State Government as per market bye-laws against proper receipts.
 - 10) They will make payments of labour charges for such wheat purchased.
 - 11) They will make payments of two percent fee subject to any increase or decrease as provided under sub-section (i) of section 5 of the Haryana Rural Development through the Haryana State Agricultural Marketing Board. In case this fee is subsequently withdrawn by the State Government the payments already made to the Haryana State Agricultural Marketing Board shall be claimed by the Billing cum-Payment Agents for its reimbursement to the District Food & Supplies controllers concerned.
 - 12) They will submit consolidated bill date-wise in the prescribed manner for reimbursement of the same by the District Food & Supplies Controller concerned.
2. For the services rendered by the Billing –cum-Payment Agents, they shall be paid as follows:-
- i) Commission at the rate of 30 paise per bage of 95 Kg., 23 paise per bag of 75 Kg. and 15 paise per bage of 50 Kg. purchased made by them.
 - ii) Mandi charges at the rates approved by the HSAMB and the Director Food and Supplies as the case may be for the mandi concerned.
3. i) The Billing-cum-Payment Agents shall furnish to the Government a security deposit of Rs. _____ in the Saving Bank Account of _____ Post office hypothecated in favour of District Food & Supplies Controller _____, for the fulfilling of all the terms and conditions of

this agreement. The security deposit shall not be payable to the Billing-cum-Payment Agents after the termination of the agreement until the Billing-cum-Payment Agents accounts have been finally accepted by the government.

- ii) The Government shall have the right to withheld 30% amount of the Commission claimed in the bill including Arhtia Commission and to deduct out of the amount of commission retained by the Government any due to the Government on account of any loss due to non-performance of their duties by the Billing-cum-Payment Agents or to liquidate any claim or claims against the Billing-cum-Payment Agents on account of shortages (truckwise) or quality cut or any other defaults whatsoever, till its correct delivery to Food Corporation of India/State Government godown. If the amount so payable to the Government, then the Government shall on title to deduct such excess amount from the security deposited by the Billing-cum-Payment Agents. In such an even the Billing-cum-Payment Agents shall be bound to furnish security sufficient to make good the amount so appropriated.
- 4. Any dispute arising out of this agreement or its interpretation shall be referred to the Secreatary to Government of Haryana, Food & Supplies Department or to such other person as the Government may appoint in this behalf and his decision shall be final and binding on both the parties.
- 5. The agreement shall remain in force until terminated by the either party by formal notice. The obligations of both parties shall thereafter continue until accounts have been settled which shall be done as soon as may be after notice or termination have been given.

In which witness where of the parties here to have signed this agreement on the date and your first above wirtted.

1. Witness_____ for and on behalf of the Government of Haryana

2. Witness_____

Billing-cum-Payment Agents

1. Witness_____

2. Witness_____

BCPA AGREEMENT

Q. What is the procedure for becoming a BCPA?

Ans: The District Food and Supplies Controller appoints BCPA amongst the arhtias of the mandi.

Q. Is there any prescribed form for becoming a BCPA?

Ans: Yes, there is agreement form with the DFSC.

Q. What is the amount of security required?

Ans: In the mandis where estimated procurement is

Upto 5000 MT = Rs. 5000/-

In the mandis where estimated procurement is

Upto 10000 MT = Rs. 10,000/-

In the mandis where estimated procurement is

Above 10000 MT = Rs. 20,000/-

Q. What is the number of BCPA's in a particular mandi ?

Ans. Normally there is one BCPA in the mandi but in big mandis DFSC can appoint more than one BCPA as per need.