

(To be executed on Rs. 200/- non-judicial stamp paper to be notarized)

Agreement between Department of Agriculture and the Selected manufacturer under FM Schemes for the year 2021-22.

AGREEMENT

This agreement is entered on this daythe..... of (month) of **2021-22** (Year) between **Department of Agriculture** having its Office at Chuttugunta Circle, Adjacent to Rythu Bazar, Guntur, to enter into the agreement

and

..... Manufacturer and its Selected dealers
.....represented by its
Sri.....S/o.....aged.....years, herein after called
Manufacturer towards the implementation of Farm Mechanisation Scheme during the year 2021-22.

The selected Manufacturer and its dealer agree to the following terms and conditions:

- i. Shall furnish the **Self Declaration in separate sheets** on
 - the turnover of the firm - more than Rs 50 Lakhs every year (last three financial years)
 - The firm is not blacklisted under any State or Central Government schemes anywhere in the Country.
 - The firm has the necessary infrastructure, required technical manpower to manufacture the products mapped during the registration
 - The firm has ___ number of employees registered under EPF scheme and ESI scheme and their EPF and ESI deductions are remitted to the account regularly.
 - The Manufacturing unit has the required valid required Power supply for operating the unit
 - required number of spares will be kept with the service centers
 - from the firm that they shall not join in a syndicate and mention the price
 - Shall supply only the base models and variant which were issued test reports by designated institutions of DAC&FW, GOI
 - Shall not raise bill for the existing machinery with farmer. Shall not exchange with existing machinery
 - Shall emboss/ engrave with the marking "machinery supplied under Assistance from DOA during 2021-22"
- ii. The inclusion of new dealer shall be made only after the intimation to the Department and shall transact business through that dealer after obtaining approval from Department.
- iii. To establish the service centers in the areas of operation to assist the

beneficiaries and to provide onsite & offsite assistance and undertake repairs if any at the earliest possible, less than 48 Hours.

- iv. The firm shall write a letter to department before inclusion of any new variants/new machinery after the selection is made within the financial year.
- v. The manufacture shall agree to send the invoices claimed by dealer/manufacturer to be sent to Sales Tax department for cross verification on tax payment / input claimed as and when required.
- vi. Manufacturer should furnish the MRP (inclusive of taxes, transportation) of various machinery & equipment to be supplied under the various Farm Mechanisation subsidy scheme in the DBT Software application (www.agrimachinery.nic.in). A hard copy along with prices mentioned in prevailing market and price entered in DBT portal is to be furnished along with this agreement. No escalation of MRP is allowed after entering into the web application , but MRP can be reduced any time during the year. Further, the rates quoted by the Firm/Dealer on the portal shall not be more than the prevailing market price of the same or similar equipment within or outside the State. If contrary is proved, Dept will initiate action for blacklisting of the Firm/Dealer duly following the procedure.
- vii. The Manufacturer should furnish the User manual and the Brochure/ leaflet to the customer who purchases the machinery. Details of the coverage of Warranty period with Date stamp is to be given to customer at the time of delivery. Details of the service centers available nearby to customers should be intimated to customer.
- viii. Manufacturer / dealer shall complete the process of registration with the Transport department for machinery/ Farm power where ever applicable with the cost to be borne by the farmer group. GPS enabled device cost is to be borne by the manufacturer only.
- ix. The manufacturer shall agree that in case of non-fulfillment of the obligation of supply of Implements / equipment, as per beneficiary choice and as per the orders / Specifications / quality, shall allow the farmer group to buy from another manufacturing firm. The expenditure incurred/ claimed by group for travel has to be borne by the manufacturer who failed to supply.
- x. The agreement is valid upto 30-05-2022/ as per the orders of the department issued from time to time.
- xi. The beneficiary will place orders on the Manufacturer or its dealer by giving the PIN received while applying for machinery through Software application for the required quantity. The Manufacturer/ dealer has to ensure the supply of the same immediately or within 10 days from the date of receipt of order (PIN) for the machinery unless until mutually accepted in writing by the beneficiary also for the delay in receipt of farm equipment.
- xii. The Department can take up verification on price, quality from time to time

in the interest of Farming Community through 3rd party firm members in squads.

- xiii. In the event of any failure to supply the indented quantity on time or in the event of the implements / equipment failing to supply which conform to the specifications Department has right to prosecute and take appropriate, besides initiating suitable legal action.
- xiv. The Manufacturer/ dealer shall not deliver the implements / equipment without valid purchase order from the beneficiary.
- xv. All the manufacturers of tractor drawn implements / Seed Drills / Power Tillers must engrave/ emboss the information; Sl.No. & Year; Weight; Name of the subsidy scheme; name of the supplying firm; supplied under subsidy scheme of Dept. of Agriculture.
- xvi. As per DBT method, beneficiary Groups have to purchase/procure machinery bearing full cost payment and subsidy to be transferred to beneficiary group accounts after grounding of the unit.
- xvii. Since, Govt already made tie up arrangements for sanction of bank loan to the farmer group for 50% of unit cost, to reduce the burden on farmer group, it is proposed as below
 - Purchase/procurement of machinery by the farmer group with payment of 50% of machinery cost to the supplier along with purchase order. Cash transactions should not be accepted by dealers/ manufacturers
 - Payment of balance 50% of the machinery cost to the supplier by the APCOB/DCCB after delivery of the machinery and confirmation of the Department of Agriculture.
 - Transfer of Subsidy (upto 40%) to beneficiary group bank account by the State Govt on processing of subsidy claim.
- xviii. Subsidy amount shall be released to farmers group accounts from o/o Commissioner of Agriculture as detailed in Guidelines.
- xix. In case of any disputes/difference arising out of the agreement the parties should attempt to settle the dispute through mutual and amicable discussions. If the dispute is not settled through such discussions, the matter shall be referred / settled as per Arbitration & Conciliation Act.1996.
- xx. Any notice or communication or letter addressed to the addressee of either parties mentioned in this agreement is deemed to be sufficient notice for all purposes of this Agreement.
- xxi. The place where this agreement is implemented, it is mutually undertaken and agreed by and between the parties and this agreement shall be deemed to have been entered by the parties concerned at the Courts of law situated at –Guntur only shall have the jurisdiction to entertain the said litigation arising out of this Agreement.

Department

On Behalf of the firm

Signature of the
authorized person:

Signature of the
authorized person

WITNESSES

1.

SIGNED IN PRESENCE OF ME

(Signature)

ATTESTED BY NOTARY