

(To be executed on Rs. 100/- non-judicial stamp paper to be notarized)

Agreement between Department of Agriculture and the Selected manufacturer under
FM Schemes for the year 2018-19.

AGREEMENT

This agreement is entered on this day ----- the ----- of ----- (month) of **2018-19** (Year)

By and Between:

Department of Agriculture having its Office at Chuttugunta Circle, Adjacent to Rythu Bazar, Guntur, represented by ----- of DoA., authorized to enter into the agreement, herein after called 'Department'

And

----- Manufacturer, Selected dealers -----
represented by its ----- Sri. _____, S/o
_____, aged ___ years, C/o. _____,

herein after called 'Manufacturer' towards the implementation of Farm Mechanisation Schemes during the year 2018-19.

Whereas the Department has proposed certain terms and conditions and the **Manufacturer(s) and its dealer(s) agree to do and abide by the following terms and conditions:**

1. The manufacturer and its dealers Shall furnish the **Self Declaration** in the form of the Notarised Affidavit with respect to the following:
 - That their turnover – is more than Rs 25.00 Lakhs per year (during last three financial years)
 - That the firm is not blacklisted under any State or Central Government schemes anywhere in the Country.
 - That the firm has the necessary infrastructure and required technical manpower to manufacture the products mapped during the registration
 - That 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.

- That the Manufacturing unit has the required valid required Power supply capacity for operating the unit
 - That the required number of spares will be kept with the service centers
 - That on the price, that the retail price sold in outside market and the price mentioned in the DBT software application are one and the same at all times in the year.
 - That they shall accept for prosecution, if deviation is found, at any time during the year
 - That they shall not join in a syndicate and mention the price
 - That they shall supply only the models/ variant which have the test reports obtained from designated institutions of GOI
 - That they shall not raise bill for the existing machinery with farmer
 - That they shall emboss with the marking “machinery supplied under Assistance from DOA during 2018-19”
2. The inclusion of new dealer by the manufacturer and transacting of business through that dealer shall be made only after the due intimation to the Department and after obtaining prior approval in writing from Department.
 3. To establish the service centers with necessary infrastructure in the areas of operation to assist the beneficiaries and to provide Onsite & offsite assistance and undertake repairs if any at the earliest possible, within 24 hours.
 4. Manufacturer Shall submit a Bank Guarantee to the department for Rs 10 Lakhs – for a firm whose turnover is between Rs 25.00 Lakhs to Rs.100.00 Lakhs during the 2017-18 F.Y
 5. Manufacturer shall submit a Bank Guarantee to the department for Rs 20 Lakhs – for a firm whose turnover is above Rs 100.00 Lakhs during the 2017-18 F.Y
 6. The Bank Guarantee can be invoked without any notice to the manufacturer, dealer.
 7. Manufacturer shall be liable in case of it’s failure to supply or for any deviation in supplies made Bank Guarantee given by manufacturer will be invoked.
 8. The bank guarantee can be invoked if the supplies are not made within the stipulated time in the invoice / Bill or supplies are not made within 30 days of the Indent from the Beneficiary after receiving the non subsidy/ full amount for the machinery from the farmer/ beneficiary.
 9. The manufacturer shall agree that in case of non-fulfillment of the obligation to supply the Implements/equipments, as per beneficiary choice and as per the orders/Specifications/quality and the loss incurred by the beneficiary either because of delay or otherwise, the bank guarantee furnished by the manufacturer can be invoked by the department to pay the amounts to farmer
 10. The firm shall write a letter to the department before inclusion of any new variants/ new machinery after the selection is made within the financial year.
 11. The firm has to renew its selection from the department in the month of April every year,
 12. The manufacturer shall agree to send the invoices claimed by the dealer/ manufacturer which are to be sent to Sales Tax department for cross verification on tax payment / input claimed.
 13. Manufacturer and its authorized dealers, shall furnish the MRP (inclusive of taxes and transportation) of various machinery & equipment to be supplied under the various Farm

Mechanization subsidy schemes in the DBT Software application (www.agrimachinery.nic.in). No escalation of MRP is allowed after entering into the web application , but MRP can be reduced any time during the financial year(31st March 2019).

14. 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 the customer at the time of delivery. Details of the service centers available nearby to him should be intimated to the customer.
15. Manufacturer / dealer shall complete the process of registration with the Transport department for machinery/ Farm power where ever applicable.
16. The agreement is valid up to 31-03-2019 for arranging supplies and also valid till expiry of the warranty period.
17. 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 15 days / 30 days from the date of receipt of order(PIN) along with non-subsidy/ full amount for the machinery as mentioned in the invoice by the dealer/ manufacturer.
18. The Department can take up verification on price, quality from time to time in the interest of Farming Community through nominated members in squads consisting of farmers .
19. 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 i.e. substandard material the Department in addition to invoking the bank guarantee submitted by the manufacturer has also got a right to prosecute and take appropriate steps, besides initiating suitable legal action against the manufacturer or its dealers.
20. The Manufacturer/ dealer shall not deliver the implements / equipment without valid purchase order from the beneficiary.
21. All the manufacturers of tractor drawn implements / Seed Drills / Power Tillers must and should engraved/ embossed the information; Sl.No. & Year; Weight; Name of the subsidy scheme; name of the supplying firm; supplied under which subsidy scheme of Dept. of Agriculture.
22. Subsidy amount shall be released either to farmer/ dealer/ manufacturer from Commissioner of Agriculture as detailed under DBT software application.
23. In case of any disputes/difference arising out of or in connection with this agreement the parties herein should attempt to settle the disputes/differences should be settled amicably through mutual discussions and negotiations. If the dispute is not settled through such discussions and negotiations, the parties here by agree that the same shall be settled under the Arbitration and Conciliation Act, 1996, by referring it to the Principal Secretary of the Department of Agriculture, Government of Andhra Pradesh.
24. 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.

25. 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 -----only. The courts at _____ alone 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.

2.