

# INDIA NON JUDICIAL STAMPED PAPER OF RS 10/-

## TRI PARTY AGREEMENT (TPA - SPRINKLER) (w.e.f. 01-04-2016)

The Deed of agreement executed on this day of \_\_\_\_\_ 2017 (Two thousand\_\_\_\_\_) at \_\_\_\_\_, Dist.\_\_\_\_\_ among District Agricultural Officer....., Govt. of Assam and having its HQ at..... (hereinafter called the "DAO"), which expression shall be deemed to include its successors and assigns on the one part.  
(Represented by \_\_\_\_\_)

**AND**

Shri/Smt \_\_\_\_\_ s/o/d/o/w/o \_\_\_\_\_  
\_\_\_\_ Resident of village: \_\_\_\_\_, ADO Circle: \_\_\_\_\_, District: \_\_\_\_\_, Assam State (hereinafter called "Farmer"), which expression shall be deemed to include his/her heirs, executors, administrators and assigns on the second part (Nominee of the farmer is Shri/Smt \_\_\_\_\_, Relation with Applicant \_\_\_\_\_).

**AND**

SELECTED COMPANY/MANUFACTURER, i.e., Party selected by farmer for installation of MI system (Sprinkler), to provide agronomical consultancy and to maintain system (during three years), M/s \_\_\_\_\_, address: \_\_\_\_\_ (hereinafter called the MIS supplier), which expression shall be deemed to include its successors and assigns on the Third part. (Represented by \_\_\_\_\_).

**Farmer, therefore, approached District Agriculture Office, ..... vide application dated \_\_\_\_\_ which is registered by Director of Horticulture & Food Processing (DHFP), Assam vide registration No. \_\_\_\_\_ and farmer requested for installation of Drip/Sprinkler (tick mark one) on \_\_\_\_\_ hectare/s of land situated in village \_\_\_\_\_, ADO Circle \_\_\_\_\_, Dist. \_\_\_\_\_, Assam State. DAO has agreed to organize installation of MIS on farmer's field through approved MIS supplier selected by farmer on the following terms and conditions, obligations and responsibilities of each party as under.**

Sign of Farmer

Sign of MIS Supplier

Sign of DAO

**1.0** DAO received above referred application from (name of bank and branch) with "n o c cum sanction letter" dated ----- . MIS supplier selected by farmer has submitted the application after conducting survey, preparation of design and estimates as per requirement of the farmer along with techno economic report, test report of recognized laboratory for soil and water samples collected by him from farmers field and complete application (form no 1 ) attached with documents like land holding certificate, water sharing agreement in case of groups, certificate of SC/ST and certificate of Small and Marginal Farmer to the bank branch.

OR

DAO received above referred application from MIS supplier, selected by farmer, after conducting survey, preparation of design and estimates as per requirement of the farmer along with techno economic report, test report of recognized laboratory for soil and water samples collected by him from farmers field and complete application (form no 1) with documents like land holding certificate, water sharing agreement in case of groups, certificate of SC/ST and certificate of Small and Marginal Farmer.

**2.0 WORK ORDER:**

DHFP received following estimates from MIS supplier duly accepted by farmer and after verification by District Technical Support Group (TSG) and approval of District Mission Committee, PMKSY, forwarded to DHFP for sanction. The DHFP approved the MIS cost on behalf of farmer and issue work order to the company for installation of the Sprinkler.

**DETAIL ESTIMATION FOR SPRINKLER:**

SI No.	Particulars	Cost per Ha (Rs in Lakh)	Total Cost (Rs in Lakh)

2.1 On behalf of the farmer, DHFP issued work order no-----dated----- to MIS supplier covering above MIS cost for supply and installation of MI system.

2.2 Based on the cost estimate and design for sump submitted by MIS supplier, DHFP will issue a separate letter cum approval to farmer/bank for sanction of loan.

2.3 Farmer agreed to bear any excess amount as per company's estimate in addition to his normal share of 40% as per GOI's cost norms.

Total Area of the farmer selected for installation of MI System	Name of Crop	Spacing	Total Amount as per unit cost norms of NMSA Guideline or Company's price list whichever is less	GOI's share	State share	Farmer share

Sign of Farmer

Sign of MIS Supplier

Sign of DAO

normal share of 40% as per GOI's cost norms.

2.4 Company may collect the farmers' share before execution of the work.

### **3.0 SIGNING OF TPA (TRI PARTY AGREEMENT):**

3.1 This tri-party agreement is signed by the farmer, authorized representative of MIS supplier and DAO.

OR

This tri-party agreement is signed by the farmer, authorized representative of MIS supplier and DAO. Farmer has paid the farmers share in cash or vide Cheque no. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ to MIS supplier upon receive of approval letter from DHFP.

3.2 The Tri-Party Agreement shall be effective from the date on which MIS is accepted by the farmer from the MIS supplier and to this effect farmer has issued acceptance letter to the MIS supplier for onward submission to DHFP.

### **4.0 INSTALLATION OF MI SYSTEM, CONSTRUCTION OF SUMP AND INSPECTION BY THIRD PARTY :**

Farmer should provide suitable pumping unit, power and voltage adequate for running the pump at his own cost.

4.2 Farmer agreed to provide voluntary assistance to the MIS supplier for movement of various components/instruments required for installation of MIS at the farm site and for spreading lateral in the field.

4.3 MIS supplier shall undertake installation activity and complete installation in a maximum period of 15 days.

4.4 MIS supplier should call in writing to the appointed 3<sup>rd</sup> party inspection agency informing completion of installation, so that the 3<sup>rd</sup> party agency completes physical-cum-trial run inspection within 7 days from the date of the call from MIS supplier.

4.5 Farmer will remain present at the time of physical cum trial run inspection to be carried out by the 3<sup>rd</sup> party and get satisfied with the MIS installed.

4.6 After inspection of trial run, farmer will take over MI System from MIS supplier and issue final acceptance certificate to the MIS supplier in the prescribed format.

4.7 The farmer is free to choose any other approved MIS supplier, approved by DHFP, in case the delay in installation by the MIS supplier is more than a month. Delay may be counted from the date of signing of TPA.

### **5.0 GOVERNMENT CONTRIBUTION ON MIS INCLUDING SUMP**

5.1 Government contribution on MI System will be processed and sanctioned provided farmer has submitted subsidy claim form (form no 2) along with completion certificate and 3<sup>rd</sup> party monitoring report through the MIS supplier to DHFP.

Sign of Farmer

Sign of MIS Supplier

Sign of DAO

5.2 DHFP will process Government contribution (subsidy) claim of the farmers for MI System & sump and release to MIS SUPPLIER's/ FARMER'S ACCOUNT against the work order.

5.3 DHFP shall release the Govt share as per norms laid down in the guidelines and according to the work order issued.

5.4 The interest on Government contribution is not recoverable from the farmer.

5.5 As per requirement of Government contribution entitlement, farmer is required to maintain MIS system for 10 years from the date of handing over MIS by MIS supplier and for the same, farmer is required to give certificate along with the subsidy claim in form No.2.

5.6 In case MIS is not available on the farmer's field during 10 years from the date of handing over MIS by MIS supplier to the farmer due to any reasons, farmer is not entitled for Government contribution and DHFP shall recover the Government contribution amount from the farmer.

5.7 This agreement will be considered as part of undertaking for the purpose of subsidy.

#### 5.8 OTHER OBLIGATIONS OF THE FARMER

5.8.1 Farmer agreed to settle (pay or receive) the account, after the implementation of MIS on the field. DHFP will advise final accounts to the farmer and MIS supplier agreed to collect/pay difference amount.

5.8.2 Farmer agreed to pay taxes, if imposed by Government of Assam, after the system is installed or in the process of installation of MIS over and above already included by MIS supplier in cost estimates and submitted to DHFP on behalf of farmer.

5.8.3 The farmer agreed not to change / modify / remove / dispose /resell the system during the 10 years period. The farmer shall note that DHFP and/or MIS supplier will not be responsible for any consequences like Government contribution entitlement variation due to amendments issued by Government of Assam, reduction in yield, crop damages etc. arising out of such change / modification /removal / disposal / sale / damage of the system by the farmer.

5.8.4 DHFP and/or MIS supplier will not be responsible for damages of equipments / instruments due to any act on the part of the farmer.

5.8.5 The farmer cannot create any lien / charge or transfer the MI system fully or any portion thereof and DHFP and/or MIS supplier is not responsible for any consequential effect for such act of farmer.

5.8.6 The farmer has to ensure the safety of the material from the date of the supplied material coming in to the possession of the farmer. There will no insurance coverage for the material supplied by the MIS supplier during the period from date of supplied material coming in to the possession of the farmer to the date of commencement of Insurance. The MIS supplier shall not be responsible for any loss and/or damages during this period and the farmer has to incur the cost involved in replacing damaged / lost material.

5.9 Government contribution on MI System in Loanee cases will be sent to bank to credit in farmer's account along with advice to the bank for release of payment to MIS supplier.

OR

Sign of Farmer

Sign of MIS Supplier

Sign of DAO

Government contribution on MI System in non-Loanee cases will be credited in farmers Account and payment of the same will be made directly by DHFP to MIS supplier on behalf of farmer.

In case of Non-Loanee farmer intentionally does not accept the system after installation and successful trial run, DHFP will have overriding powers to release payment to MIS supplier.

OR

In case of Loanee Farmer, if the above clause is invoked wherein the representative of the Bank witnessed the Physical verification/successful Trail run, bank will have overriding power to release the payment from the loan account to MIS supplier on release of Govt. Subsidy from DHFP.

## **6.0 REPAIR DURING GUARANTEE PERIOD BY MIS SUPPLIER:**

6.1 MIS supplier shall undertake repair or replace any components/instruments of the system within guarantee period, if they are found to have manufacturing defects or workmanship defects.

6.2 The authorized representatives of MIS supplier shall carry out the repairs or the replacement of instrument/component within 7 working days of the receipt of the complaints in writing from the farmer or through DHFP/DAO in charge on behalf of farmer so that the system remains operative and the crop does not suffer for want of irrigation.

6.3 Farmer will pay cost of fittings/ spares and consumables which are not under guarantee period as per the approved price list by GGRC to MIS supplier as soon as the maintenance job is over, against his bill of fittings /spares.

## **7.0 HANDING OVER "AS MADE MAP"**

7.1 MIS suppliers will handover, after trial run of the MI System, a complete and updated "AS Made design map "to the farmer. The map should include a clear presentation of the head control unit, water carrier and distribution system including pipelines, location of valves, air release valves, junctions and other components etc.

7.2 Along with this, irrigation schedule, fertigation schedule, copy of techno economic report of all crops for which design is made and literature explaining maintenance schedule will be given by MIS supplier to the farmer.

7.3 The cost of "As Made Map" is to be borne by MIS supplier

## **8.0 OTHER TERMS**

8.1 The farm productivity does not depend on the use of micro irrigation system alone. It is also impacted by other factors such as planting materials, application of inputs in terms of quantity and schedule, incidence of diseases, the soil quality and weather conditions etc. Hence the scope of responsibility of DHFP and/or MIS supplier is limited to the MI system supplied, training, agronomical guidance and interaction with the farmer about the system and farm operation.

8.2 DHFP and/or MIS supplier is not responsible for any consequential damages / liabilities arising out of power fluctuation pump / water source failure; mishandling, vandalism or any other factors beyond the control of the DHFP and/or MIS supplier.

8.3 Farmer should safeguard, operate and maintain the micro irrigation system by maintaining desired pressure and the farmer should maintain discharge and timely and regular upkeep and chemical treatment of the system. Farmer should clean filter elements, bulk washing media filters, flushing of laterals and sub mains etc. at his own cost as per the

Sign of Farmer

Sign of MIS Supplier

Sign of DAO

guidelines provided by MIS supplier and /or DHFP and operate the system regularly to maintain optimum soil moisture level throughout the crop life cycle.

8.4 Farmer should strictly follow the guidelines for system operation, maintenance and agronomical guidance etc. given by the MIS supplier and/or DHFP for successful performance of the system.

8.5 Farmer should maintain a record of daily operation and properly file the copies of all documents related to the MI system and maintain visit reports of the representatives of MIS supplier, Third party inspection agency.

8.6 Farmer should not lodge any false complaint / claim or to create any unpleasant situation and should not inflate, overstate or over estimate inconveniences or damages or loss, if any and try to settle differences and disputes if any amicably and as far as possible at local level through concerned DAO/MIS Supplier.

8.7(A) If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restriction, strikes, lock-outs or acts of God (herein referred to as event), then provided written notice of the happening of any such event is given by either party to the other within 60 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries / services under this contract shall be resumed as soon as practicable after such event has come to end or ceased to exist and the decision of DHFP as to whether the deliveries have been submitted or not shall be final and conclusive.

(B) Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, DHFP shall have the right to buy from the MIS supplier at a price to be fixed by DHFP, which shall be final, all acceptable materials in the possession of the MIS supplier at the time of such termination or such portion thereof as it may deem fit.

8.8 Any suit or proceedings to enforce the rights of either party under this Agreement shall be instituted and tried only by a court in Assam and by no other Courts, and parties hereto expressly agree to submit to the exclusive jurisdiction of Courts in Assam.

8.9 The contents of this Agreement have been explained fully to the Farmer and the farmer has signed this Agreement after fully understanding the contents of this Agreement.