

AGREEMENT

This Agreement is made between Development Engineer, OFMRDC, Bhubaneswar on behalf of Director of Agriculture & Food Production, Odisha (1st party) and M/s _____ (2nd Party) on this day i.e. on _____ that the 2nd party expressed his interest to enter into an agreement with the following objectives, scope and terms & conditions.

Objective:

- 1) The purpose of this Agreement is to clearly define the levels of service which shall be provided by the 2nd party to its Users/ Beneficiaries/ Farmers whom the machinery (Manufactured/ Supplied by the Firm) has been supplied.
- 2) All the Agril. Machinery/ Equipments Manufacturers / Source Company approved by SLTC should have to enter into the Agreement at State Level.

Scope:

- 1) This Agreement describes the standard level of service that would be rendered by the manufacturer/ source company (2nd party) with frame work of security, including performance criteria, availability of services, action to be taken in case of service failure and response and repair times.
- 2) The 1st party reserves the rights to change, update, amend or modify the terms & conditions of this Agreement at any time. Such changes will be intimated to the 2nd party forthwith. 1st party reserves the right to recommend any compensation for delay of service or not attending the terms and conditions to the Director of Agriculture & Food Production, Odisha.

Terms & Conditions:

- 1) That the 2nd party should have to supply machineries alongwith the brochure mentioning its salient features as per the test report to ascertain quality and specification of the said implement along with do's & don'ts.
- 2) Photocopy of the released test report should be available at the dealer point which can be verified if required by the farmers / technical personnel of Agriculture & Farmers Empowerment Department.
- 3) That the 2nd party should have to supply the operational manual of the machines / equipments, maintenance manual (daily, fortnightly, monthly, annually) in odia language for easy understanding of the buyers.
- 4) That the 2nd party should mention the details of accessories on the delivery challan of the farmers/ beneficiaries during supply of the machinery.
- 5) That the 2nd party should have to keep reserve sufficient spare parts during operational season of the machineries and to supply as and when required by the farmer/ beneficiary.

- 6) That the 2nd party should have to open at least one office in any Municipality/ NAC area of the state for official correspondence within 30 days of entering into agreement. 2nd party will intimate the address of the said office to the 1st party. The 2nd party should also submit the valid Trade License every year.
- 7) That the 2nd party should conduct demonstration of machinery / equipment at their own cost at different places for awareness of the farmers of the state in consultation with the 1st party.
- 8) That the 2nd party should have a strong network of its dealers, in the districts where sale of machinery/implements has been made, for sale, display and rendering after sale service for their products in time.
- 9) After receiving the complain of non functioning of machine, the 2nd party has to attend the farmer within 72 hours, repair the machine and comply to the 1st party.
- 10) That the 2nd party should have to appoint dealer at least for the warranty period of last sold machine in order to avoid any dislocation in warranty / guaranty, sale and service etc.
- 11) That the 2nd party should have to undertake annually three promotional measures like free demonstration, free service camps in their area of sale, free training/ workshop/ seminar for farmers with involvement of official of Agril. Deptt.
- 12) That the 2nd party should have to participate and display the product in State/ District and Block Level Fair/ Exhibition etc. at their cost in consultation with the Agril. Departmental Engineers of the concerned area and the 1st party as and when required.
- 13) That the 2nd party should have to furnish an undertaking in support of submission of authentic documents as mentioned in terms & conditions. Anything found false / incorrect in course of verification at any point of time shall debar the 2nd party for future transaction of any machinery/implements with Agril. & FE Deptt. in the State.
- 14) That the 2nd party should have to undertake to render free service of equipment / machinery and replacement of the defective parts free of cost during the guaranty/ warranty period.
- 15) That the 2nd party should have to submit a report on number of complaints attend repairs done, service camps organized etc. in quarterly basis to the 1st party in every quarter.
- 16) That the 2nd party or his authorized dealer should facilitate the inspectors (Assistant Agril. Engineers) for conducting post facto verification of Agril. Machinery/equipments supplied under DBT Farm Mechanization.

Signature of 2nd party
 (M/s _____)

Signature of 1st party
 (Development Engineer, OFMRDC, BBSR)

Witness 1 _____

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