

TRI PARTY AGREEMENT (TPA – Protected Cultivation)

(w.e.f. 18/09/2014)

The Deed of agreement executed on this day of _____ at _____, Dist._____ among Gujarat Green Revolution Company Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Fertilizernagar Township, PO: Fertilizernagar - 391750, Dist. Vadodara (hereinafter called the “GGRC”), which expression shall be deemed to include its successors and assigns on the one part. (Represented by _____)

AND

Shri/Smt _____ Resident of village: _____, Taluka: _____, District: _____, Gujarat 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 SUPPLIER, i.e., Party selected by farmer for Design, Supply and installation of Protected Cultivation Structure and to provide Agronomical Services and Maintenance Services system (for one years), M/s _____, address:___ (hereinafter called the “Protected Cultivation Structure (i.e. PCS) Supplier”), which expression shall be deemed to include its successors and assigns on the Third part. (Represented by _____).

Government of Gujarat vide GR No.BJT/2014-15/Navi Babat/Shade Net/N dated 08/08/2014 appointed GGRC as an implementing agency for implementation of Protected Cultivation Scheme in the State on behalf of Government of Gujarat.

Farmer, therefore, approached GGRC vide application dated _____ which is registered by GGRC vide registration no. _____ and farmer requested for installation of Protected Cultivation Structure on _____ square meter of land situated in Village: _____, Taluka: _____ Dist. _____, Gujarat State.

GGRC, PCS Supplier and Farmer have agreed to organize installation of Protected Cultivation Structure along with Drip & Fogging System on farmer’s field through approved and selected PCS supplier by farmer on the following terms and conditions, obligations and responsibilities of each party as under.

GGRC registered above application of the farmer vide registration No. _____. Farmer has requested for installation of Protected Cultivation Structure on _____ m² area of land situated in village _____, Taluka _____, Dist. _____, Gujarat State.

1.0 GGRC has received above referred application of farmer from _____ (name of bank and branch) with “NOC cum sanction letter” dated _____. PCS supplier selected by farmer has submitted the application after conducting survey, preparation of design and estimates as per requirement of the farmer along with 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 i.e. Form-8-A, Form 7-12, Form no. 16/Water sharing agreement/Assurance certificate for supply of water in case of canal water, certificate of SC/ST to the bank branch.

OR

Sign of Farmer

Sign of PC Structure Supplier

GGRC received above referred application of farmer from PCS supplier, selected by him/her, after conducting survey, preparation of design and estimates as per requirement of the farmer along with test report of recognized laboratory for soil and water samples collected by him/her from farmers field and complete application (form no 1) attached with documents i.e. Form-8-A, Form 7-12, Form no. 16/Water sharing agreement/Assurance certificate for supply of water in case of canal water, certificate of SC/ST.

2.0 WORK INSTRUCTION:

GGRC received following estimates from PCS supplier duly accepted by farmer and after verification GGRC approved PCS Unit cost as per the norms of GR no. BJT/2014-15/Navi Babat/Shade Net/N dated 08/08/2014 on behalf of the farmer.

Sr. No.	Content	Area (Sq. Mtr)	Cost/Sq. Mtr (Rs.)	Total Amt. (Rs)
A	Designing, Procurement, Supply, Testing, Erection & Commissioning Of _____ _____ (type of structure)	—	855.00	
	Total Cost			
B	B-1 Insurance of the Protected Cultivation Structure (incl. MIS and Foggers) and beneficiary farmer @ 0.155% of A for one year		0.155	
	B-2 Service Tax on Insurance @ 12.36%			
	Total of Insurance			
Total Project Cost				

- 2.1 On behalf of the farmer, GGRC issued work instruction no----- dated----- to PCS supplier covering above estimated PC Structure cost for supply and installation of Structures.

3.0 SIGNING OF TPA (TRI PARTY AGREEMENT):

- 3.1 GGRC shall accept the TPA (executed by GGRC, PC Structure Supplier & beneficiary Farmer) of the PC Structure cases from PCS supplier.
- 3.2 Applicant Farmer has paid difference amount between total PCS cost and entitled Government contribution through DD / MCC/RTGS/NEFT receipt no._____ dated _____ for Rs._____ to GGRC. DD/MCC should be prepared in favour of Gujarat Green Revolution Company Limited payable at Vadodara.

OR

In case if applicant farmers has availed loan, he/she need not require to pay difference amount (Total PC Structure Cost – Subsidy) to GGRC at the time of signing of TPA.

- 3.2 The Tri-Party Agreement shall be effective from the date of signing.

Sign of Farmer

Sign of PC Structure Supplier

4.0 CIVIL WORK FOR FOUNDATION OF PC STRUCTURE:

- 4.1 Farmer agreed to undertake civil work (excavation of foundation pits, proving of cement, sand and grit) required for foundation for erecting PC Structure on his/her own cost as per approved design and advice of PCS supplier and hand over the farm to the PCS supplier for supply of material and for installation of approved PC Structure within 7 days from the date of signing of TPA.
- 4.2 Farmer agreed that in case farmer does not hand over farm after civil work within 7 Days from the date of signing Tri-party agreement, the work of erection will be delayed and for the same neither GGRC nor PCS supplier is responsible.

5.0 SUPPLY OF MATERIAL FOR ERECTION OF PC STRUCTURE AND ADVANCE PAYMENT TO PCS SUPPLIER FOR COMMISSIONING OF PC STRUCTURE:

- 5.1 PCS supplier shall submit Proforma invoice to GGRC for payment of 25% of PCS Structure cost in case of non-loanee farmer and 50% of PCS cost for loanee farmer as advance by GGRC or by bank respectively, immediately after signing of the TPA.
- 5.2 On receipt of advance payment, PCS supplier will supply PC Structure material within 7 days from the date of receipt of Advance payment from GGRC / Bank.
- 5.3 Farmer agreed to provide safe storage place to PC Structure supplier for storing various components/instruments and other utilities like electricity, water etc. required for installation of PC Structure.

6.0 ERECTION AND COMMISSIONING OF PC STRUCTURE AND INSPECTION BY THIRD PARTY:

- 6.1 After offloading PC Structure material on farmer's field, PCS supplier will erect and commission PC Structure within 40 days from the date of receipt of Advance payment from GGRC / Bank.
- 6.2 Farmer agreed to construct suitable pakka platform as per guidance given by the PC Structure Supplier for Head Control Unit of Drip Irrigation System and also take up other civil work such as valve chambers road / nullah crossing arrangements etc. The cost of civil work will be borne by the farmer.
- 6.3 Farmer should provide suitable pumping unit to irrigate the crop in the PC Structure.
- 6.3 Farmer agreed to provide voluntary assistance to the PCS supplier for movement of various components/instruments required for installation of Protected Cultivation structure at the farm site.
- 6.4 PCS supplier should call in writing to the appointed 3rd party inspection agency / GGRC for Material Verification and trial run after commission of PC Structure so that the 3rd party agency completes this activity within 7 days from the date of the call from PCS supplier.
- 6.5 Farmer will remain present at the time of material verification, inspection and trial run to be carried out by the 3rd party inspection agency.

Sign of Farmer

Sign of PC Structure Supplier

- 6.6 After satisfactory material verification and trial run, farmer will take over PC Structure from PCS supplier and issue acceptance certificate to the PCS supplier in the prescribed format.
- 6.7 The farmer is free to choose any other approved PCS supplier, approved by GGRC, in case the delay in installation by the PCS Supplier is more than two months from the date of releasing advance payment to PCS Supplier. In such case, advance will be recoverable from PCS Supplier with applicable interest rate chargeable by the bank for agriculture term loan.

7.0 GOVERNMENT CONTRIBUTION:

- 7.1 Government contribution for PC Structure along with Drip & Fogging System will be processed and sanctioned, subject to submission of subsidy claim form (form no 2) by the farmer to PCS supplier for onward submission to GGRC.
- 7.2 GGRC will process Government contribution (subsidy) claim of the farmers for PCS Structures as per the norms of GR of Government of Gujarat and credit the same in farmer's account as back-ended subsidy.
- 7.3 GGRC shall release subsidy to applicant farmer within the limit of 50% of the total Protected Cultivation Structure unit cost or as per norms defined time to time by the Government. In case of loanee farmer, the Government Contribution will be 'back ended' and will be credited in farmer's account with respective bank and interest on the credited amount of Government contribution will not be chargeable by the respective bank to farmer.
- 7.4 As per requirement of Government contribution entitlement, farmer is required to maintain PC Structure at least for 5 years from the date of handing over PC Structure by PC Structure supplier and for the same, farmer is required to give certificate along with the subsidy claim in form No.2.
- 7.5 In case PC Structure is not available on the farmer's field during 5 years from the date of handing over PC Structure by PCS supplier to the farmer due to any reasons, farmer is not entitled for Government contribution and GGRC shall recover the Government contribution amount from the beneficiary farmer.
- 7.6 This agreement will be considered as part of undertaking for the purpose of subsidy.

7.7 OTHER OBLIGATIONS OF THE FARMER

- 7.7.1 The beneficiary farmer shall offer land and other logistics support for construction of Naturally Ventilated Poly Houses / Net House.
- 7.7.2 Farmers should cooperate with PC supplier on the suggestion of change in cropping pattern suitable for Green House and advice for package of practices to get higher return.
- 7.7.3 Farmer agreed to settle (pay or receive) the account, after the implementation of PC Structure on the field. GGRC will advice for settlement

Sign of Farmer

Sign of PC Structure Supplier

of final accounts to the farmer and PCS supplier agreed to collect/pay difference amount from farmer.

- 7.7.4 Farmer agreed to pay taxes, if imposed by Government of Gujarat / India, after the PC structure is installed or in the process of installation of PC Structure over and above already included by PC Structure supplier in cost estimates and submitted to GGRC on behalf of farmer.
- 7.7.5 The farmer agreed not to change / modify / remove / dispose / resell the PC Structure during the 5 years period. GGRC and/or PC Structure supplier will not be responsible for reduction in yield, crop damages etc. arising out of such change / modification / removal / disposal / sale / damage of the PC Structure by the farmer.
- 7.7.6 The farmer shall note that GGRC and/or PC Structure supplier will not be responsible for any consequences like Government contribution entitlement variation due to amendments issued by the Government.
- 7.7.7 GGRC and/or PC Structure supplier will not be responsible for damages of equipments / instruments due to any act on the part of the farmer.
- 7.7.8 The farmer cannot create any lien / charge or transfer the PC Structure fully or any portion thereof and GGRC and/or PC Structure supplier is not responsible for any consequential effect for such act of farmer.
- 7.7.9 The farmer has to ensure the safety of the material from the date of the supplied material coming in to his/her possession till the issuance of the Insurance Certificate. There will be no insurance coverage for the material supplied by the PC Structure supplier during the period from date of supplied material coming in to the possession of the farmer to the date of commencement of Insurance for the PC Structure as well as life of the beneficiary farmer. The PC Structure 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.
- 7.7.10 Farmer will pay cost of fittings/ spares and consumables which are not under guarantee period to PC Structure supplier as soon as the maintenance job is over, against his bill of fittings / spares. Within the guarantee period, if any parts require replacement due to normal wear and tear, beneficiary farmer will have to bear the cost for such replacement.

8.0 COMPOSITE INSURANCE AND SETTLEMENT OF CLAIMS:

- 8.1 GGRC will organize Insurance coverage for PC Structure installed and for the farmer to the extent of cost of PC Structure through Insurance providing company for the period of one year. In case of loanee farmer, Insurance Coverage is compulsory whereas for non-loanee farmer it is optional.
- 8.2 Farmer has agreed to abide by the norms of MOU signed / commitments made between GGRC and the Insurance providing Company as the same has been signed by GGRC on behalf of farmer.

Sign of Farmer

Sign of PC Structure Supplier

- 8.3 Insurance coverage period starts from the 1st date of subsequent month of date of acceptance of PC Structure by the beneficiary farmer. There will no insurance coverage from date of supplied material coming in to the possession of the farmer to the date of commencement of Insurance for the PC Structure as well as life of beneficiary farmer. The PC Structure 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.
- 8.4 The Insurance Company will issue insurance certificate to the applicant/farmer after receipt of Insurance Premium from GGRC on behalf of farmer. In case of loanee farmer insurance company will issue Insurance certificate to the bank.
- 8.5 Farmer is free to renew the policy for subsequent year/s by paying premium directly to the Insurance Company. GGRC is not responsible for any transactions including settlement of claims if any during the renewal period beyond one year by the farmer with Insurance Company.
- 8.6 Farmer will inform about any damages to PC Structure to the concerned GSFC/GNFC Depot In charge / GGRC or PC Structure supplier immediately. Farmer will intimate the loss to the PC Structure due to fire, theft, burglary, natural calamities like earth quake, STFI perils etc., and external physical damage due to any other reasons to the GSFC/GNFC depot in charge / GGRC Field Offices or PC Structure supplier. All these agencies will assist farmer to process the insurance claim settlement.
- 8.7 Farmer should lodge police complaints in case of losses to the PC Structure due to theft, burglary etc., and obtain copy of the complaint soon after the incident and submit true copy of FIR to GSFC/GNFC Depot in charge / GGRC Field offices along with claim for onward submission to insurance providing company.
- 8.8 PC Structure Suppliers shall be responsible for extending help to the farmer for assessment of damages and submit prima facie report of the damages occurred to the PC Structure / farmer to GGRC office/ GSFC/GNFC Depot in charge for lodging claim.
- 8.9 After settlement of the claim by the insurance service providing company, farmer is responsible to get the system repaired from the PC Structure supplier who installed PC Structure without loss of time and the farmer shall replace the damaged equipments / material as per advice of PC Structure supplier, if required.
- 8.10 The farmer shall note that GGRC and/or PC Structure supplier is not responsible for consequential effect of damaged system or consequential effects due to delay in repairs of the PC Structure by the farmer.
- 8.11 At the time of Insuracne claim, the farmer will intimate the loss at the nearby Depot of GSFC/GNFC, collect the claim form (to be supplied by Insurance providing company). The farmer will submit application form along with estimated loss quotation issued by the PC Structure supplier and other required documents for claim settlement to GGRC and in turn GGRC will forward the same to Insurance providing company for claim settlement. In case of theft / burglary claim FIR/Punchnama and final investigation report is required.

- 8.12 In case of accidental death of the farmer, the nominee of the farmer can lodge the claim in the prescribed claim application with nearby GSFC /GNFC / GGRC Office In charge, who will forward the claim to GGRC for onward submission to the Insurance providing company for settlement.

Farmer will also submit documents like FIR, Punchnama/inquest punchanama if applicable, Post Mortem report in case of accidental death claim and Govt. Doctor Certificate in case of permanent disability along with claim form to enable insurance providing company to process the claim of the farmer and pay amount of claim to GGRC. In turn, in case of non-loanee farmer GGRC will pay to farmer / nominee of farmer and in case of loanee farmer GGRC will pay to bank.

- 8.13 While settling an insurance claim, cost of PC Structure components required to be replaced due to accidental damage covered under the policy shall be paid after deducting depreciation @ 10% per annum.

9.0 FINPAYMENTS OF PC STRUCTURE TO PC STRUCTURE SUPPLIER ON BEHALF OF FARMER BY GGRC AND PAYMENTS OF GOVERNMENT CONTRIBUTION FOR PC STRUCTURE:

- 9.1 In case of non-loanee farmer, GGRC will release balance payment to PC Structure supplier, on behalf of farmer, on receipt of their invoice along with third party inspection report, certificate from farmer confirming receipt of PC Structure etc.

OR

In case of loanee farmer, GGRC will advise bank to release balance payment to PC Structure supplier, on behalf of farmer, on receipt of their invoice along with third party inspection report, certificate from farmer confirming receipt of PC Structure etc.

- 9.2 Government contribution on PC Structure will be sent to bank to credit in farmer's account along with advice to the bank for release of payment to PC Structure supplier.

OR

Government contribution on PC Structure in non-loanee cases will be credited in farmer's account and payment of the same will be made directly by GGRC to PC Structure supplier on behalf of farmer.

- 9.3 In case of non-loanee farmer intentionally does not accept the PC Structure after installation and successful trial run, GGRC will have overriding power to release payment to PC Structure supplier.

OR

In case of loanee farmer, if the farmer intentionally does not accept the PC Structure after installation and successful trial run, upon advice of GGRC, bank will have overriding powers to release the payment from the loan account of farmer to PC Structure Supplier.

10.0 OBLIGATIONS OF THE PC STRUCTURE SUPPLIER:

- 10.1 PCS Supplier will facilitate farmers to adopt good agriculture practices.

Sign of Farmer

Sign of PC Structure Supplier

- 10.2 PCS Supplier will provide guarantee for the components / equipment used for the period of three years from the date of installation, and if any equipment / component is found to have manufacturing defect or poor workmanship within the guarantee period, PCS Supplier shall replace the same free of cost within five days of intimation.
- 10.3 In the event of any instrument / component getting broken or damaged during installation and trial run at the site before handing over the system to the farmer / applicant, PCS Supplier shall replace the same free of cost.
- 10.4 PCS Supplier shall provide repairing services free of cost for a period of 1 year from the date of handing over the Naturally Ventilated Poly House / Poly Shade Net House / Shade Net House.
- 10.5 Except manufacturing defect, in case of any repair / replacement of fitting / spare parts during the period of 1 year from the date of handing over to the farmer, the PCS supplier will supply the same and recover the cost from the farmer/applicant. However, PCS Supplier must provide repairing services free of cost and ensure availability of fittings and spare parts of the total system within five days of getting the request from the farmers. This is to ensure optimal crop performance and system sustainability.
- 10.6 PCS Supplier will provide operational training of Naturally Ventilated Poly House / Poly Shade Net House / Shade Net House and its maintenance to the farmers so that the system can be operated by the farmer trouble free.
- 10.7 PCS Supplier will have to provide guidance for scientific agriculture, schedule for Cultivation, irrigation / fertigation and improved agronomic practices as per cropping pattern selected by individual farmer and for which PCS Supplier will have constructed Naturally Ventilated Poly House / Poly Shade Net House / Shade Net House structure, without any charges from the farmer during one year from the date of handing over the structure to the farmer / applicant as and when required. All important instructions should be passed to the farmers in systematic manner by PCS Supplier.
- 10.8 PCS Supplier will help beneficiary farmers to establish market linkages for farm produce.

11.0 HANDING OVER "AS MADE MAP"

- 11.1 PCS Structure suppliers will handover, after trial run of the PC Structure, a complete and updated "AS Made design map" to the farmer. The map should include a clear presentation of the structure, head control unit, water carrier and distribution system including pipelines, location of valves, junctions and other components etc.
- 11.2 Along with this, irrigation schedule, fertigation schedule and literature explaining maintenance schedule will be given by PC Structure supplier to the farmer.
- 11.3 The cost of "As Made Map" is to be borne by PC Structure supplier.

12.0 OTHER TERMS:

- 12.1 The farm productivity does not depend on the use of PC Structure alone. It is also impacted by other factors such as planting materials, application of inputs in

Sign of Farmer

Sign of PC Structure Supplier

terms of quantity and schedule, incidence of diseases, the soil quality and weather conditions etc. Hence the scope of responsibility of GGRC and/or PC Structure supplier is limited to the PC Structure supplied, training, agronomical guidance.

- 12.2 GGRC and/or PC Structure 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 GGRC and/or PC Structure supplier.
- 12.3 Farmer should safeguard, operate and maintain the PC Structure. Farmer should clean filter elements, bulk washing media filters, flushing of laterals and sub mains etc. at his own cost as per the guidelines provided by PC Structure supplier and/or GGRC and operate the system & PC Structure at optimum level.
- 12.4 Farmer should strictly follow the guidelines for system operation and PC Structure, maintenance and agronomical guidance etc. given by the PC Structure supplier and/or GGRC for successful performance of the system and Protected Cultivation Structure to maximize crop productivity.
- 12.5 Farmer should maintain a record of daily operation and properly file the copies of all documents related to the PC Structure and maintain visit reports of the representatives of PC Structure supplier, Third party inspection agency.
- 12.6 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 PC Structure supplier / GGRC office.
- 12.7 In the event any dispute or difference of any kind whatsoever arise between the parties in relation to or arising out of this agreement (whether before or after the termination or breach of this agreement), the party shall in the first instance attempt faith to resolve such dispute between themselves and also refer to the MD/JMD-GGRC for interpretation of any clause of this agreement, which is final and binding on the parties.
- 12.8 (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 GGRC 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, GGRC shall have the right to buy from the other PC Structure supplier at a price to be fixed by GGRC, which shall be final, all acceptable materials in the possession of the PC Structure supplier at the time of such termination or such portion thereof as it may deem fit.

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

12.10 The contents of this Agreement have been fully understood by all the parties and have signed this Agreement.

For Gujarat Green Revolution Co. Ltd., (Authorized Signatory)		For PC Structure Supplier (Authorized Signatory and Stamp)
GSFC / GNFC / GGRC		Name:
Name	Emp. Code	

And

Farmer (Owner of Land)	Sign of Farmer
Name:	
Village :	
Taluka :	
District :	

And

Nominee of the Farmer	Sign of Nominee of the Farmer
Name :	
Village :	
Taluka :	
District :	

And

Name of Witness	Sign of Witness

Sign of Farmer

Sign of PC Structure Supplier