

[[On N.J. STAMP PAPER Not Less Than Rs. 100/-]]

Annexure - III
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made at Guwahati on the ____ day of _____, 2017

BETWEEN

The Department of Agriculture, Horticulture & FP, Assam Government of Assam being represented by _____ hereinafter referred to as "The Department" of the FIRST PART

AND

Beneficiary Group/ Individual Name _____ of _____ Village, _____ Block/ ADO Circle, _____ P.O., _____ P.S., of _____ District, Assam hereinafter referred to as "The Beneficiary" of the SECOND PART

WHEREAS;

This MoU is drawn up for the purpose to develop farm mechanization/ irrigation or creation of other permanent assets for increasing production and productivity which will help in uplifting economic conditions of people in addition to increase the gross national product.

Out of the total cost 100% for machinery/ asset created will be borne by the Second Party and _____ % of Government Share as subsidy will be reimbursed to the Bank Account of the Second Party.

TERMS AND CONDITIONS

1. The Second Party shall choose the Brand and Model of the Machinery from the Approved Price List/ type of Asset created as per Department Norms.
2. The Second Party shall use the Machinery/ Asset for agricultural purpose and other purpose relating to agro based production only.

3. The Machinery/ Assets where necessary shall has to be insured with any Insurance Company by the Second Party and a copy of the same will be given by the Second Party to the First Party.
4. The operation of the machinery/ asset shall have to be managed by the Second Party.
5. The cost of maintenance of the machinery/ assets shall has to be managed by the Second Party.
6. Machinery/ Asset to be equitably use so that the concerned beneficiary can derive the benefits.
7. During the lifetime of machinery/ asset, the Second Party shall not sale or transfer to any other party.
8. The First Party shall have every right to inspect the machinery/ asset anytime to ensure its proper utilization and take action for illegal utilisation.
9. The Second Party shall be responsible for any damage or loss and theft of the machinery/ asset.
10. After registration of the machinery, where necessary, the Registration number shall be printed on the body of the machinery by the Second Party and a copy of the RC is to be submitted to the concerned DAO/ EE (A)/ SDOA/ AEE (A).
11. Any disputes arising out of this agreement, which cannot be amicably settled within sixty days through the good offices of the Director of Agriculture and Director of Horticulture & FP, Assam, Government of Assam, shall be referred to Arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, within the jurisdiction of Guwahati.

Signed and delivered by the First Party
through its authorized signatory,
Sri/Smt. _____
Designation with Seal

Signed by the Second Party
Sri./ Smti _____
(Group Leader/ Individual)

Witness:

Witness:

Annexure - II

Approved Beneficiary & Machinery Details for DBT under Scheme, 2016-17

Sl. No	Name of Approved Beneficiary (Individual/ Group)	Name of Secretary/ President/ Individual	Category of Farmer (ST/SC/Gen/W)	Village & Block	Contact Number of Beneficiary	Permit Number	Name of Machinery Selected by Beneficiary	Maximum Permissible Subsidy

Dated: _____

Nodal Officer

Director of Agriculture, Assam

9) Description of Community based farm assets.....

10) Bank Account Details:

Name of the Bank.....Branch Name.....

IFS Code.....

11) Availability of Electricity : Three phase line/Single phase

12) Minutes of Resolution of the Group/PPS/FPO regarding installation of Rice Mill : (to be enclosed)

13) List of agricultural activities taken up by the Beneficiary Group with source of Fund for the activities during last two years(to be enclosed separately)

14) Declaration:

We the undersigned hereby declare that the information furnished in the application format are true to the best of our knowledge and belief. The purpose of the scheme will be fulfilled /maintained in the interest of the farming community.

a) Full Signature of the President.....

b) Full signature of the Secretary.....

(with Seal)

15) Recommendation of the G.P President:

16) Certificate of the AEA: I Shri.....AEA.....

ADO Circle.....Agril. Sub-Division.....do

hereby certify that the information furnished by the group in the format have been verified and found correct.

Full Signature of the AEA.....

Countersigned by the ADO with Seal.....

Countersigned by : a) SDAO(with seal).....



b) DAO(with seal).....

Approved by the Chairman (DLSC)

Guidelines for implementation of Modern Compact Rice Mill under the component Post Harvest Management (Marketing Support) of BGREI-2016-17 to be implemented during 2017-18

- 1) The Modern Compact Rice Mill will be a community asset of Farmer-groups and only farmer groups are eligible for Subsidy and no individual beneficiary will be entertained under the scheme.
- 2) Each farmer group will consist of minimum 10 nos. farmers and will be selected for only one asset during the financial year.
- 3) Only Modern Compact Rice Mills which are registered under Farmers Portal of Ministry of Agriculture, Government of India (www.farmer.gov.in) and having Valid ISI/ BIS, Test Report of FMTTIs are eligible for Subsidy under DBT under the Schemes.
- 4) Farmers groups may collect application forms for Modern Compact Rice Mill from the local Agricultural Extension Assistant (AEA) and DAO will make necessary arrangement for providing the application to the AEAs through ADOs.
- 5) The dully filled in application forms by the Farmers group will be submitted to the local AEAs. The AEA then after field verification regarding feasibility and potentiality of installation of Rice Mill will submit the application forms to the concerned ADO. After scrutiny of the same ADO will submit to the DAO concerned for necessary action.
- 6) The Beneficiary group(s) will be selected at district level by the District Level Selection Committee (DLSC). The DLSC will be comprised of the following Members:
 - a) Deputy Commissioner/ His representative not below the rank of ADC..... **Chairman**
 - b) District Agricultural Officer..... **Member-Secretary**
 - c) Executive Engineer(ASEB).....Member
 - d) Executive Engineer (Agril).....Member
 - e) Two farmers representative from each Constituency to be selected by DAOMember
 - f) Special invitee: Local MLAs..... MemberThe DAO will convene a meeting of District Level Beneficiary Selection Committee and place all applications for final selection and approval thereof.
- 7) The DLSC will select the Beneficiary Group on the basis of feasibility of each unit of Rice Mill taking into consideration viz. average rice production in the locality, financial solvency of the farmers group to bear running cost and maintenance cost of the machine, scope of employment generation of unemployed youth etc.
- 8) The Selection Committee will select and approved the list of Farmers Group against the allotted target along with a waiting list of a few groups on the basis of merit. The DAO will submit the approved list of beneficiary to the Director of Agriculture, Assam in prescribed format for favour of further necessary action as per **Annexure - I**.
- 9) The Directorate after evaluation and verification shall issue a Permit number and the same shall be forwarded to the Nodal Officer of Assam Co-operative Apex Bank Ltd., Assam for creation of Loan Accounts in respective jurisdiction of the local Bank Branches and a copy of the same to the district offices for communication to the selected and approved farmer as per **Annexure - II**.
- 10) The Bank as per their Terms and Conditions shall facilitate opening of Loan Accounts of the eligible Beneficiaries in respective jurisdiction of its local branches as per the Make, Model and Price of Farm Machinery selected by the beneficiary.
- 11) A MoU shall be executed between the DAO and the Beneficiaries for proper utilisation of the asset created as per **Annexure - III**.
- 12) The DAO will also forward the list of selected groups to the E.E (ASEB) for service connection to the particular location of the Mill. The selected group will deposit service connection fees from their own source.
- 13) The selected Beneficiary Group will prepare the Mill shed as per design prepared b y Assam Engineering Institutes (AEI) with technical sanction from the Chief Engineer (Agri) for installation of machine and required materials for service connection with their own cost.
- 14) The Modern Compact Rice Mill will be installed/established at specific location as per resolution of the Executive Committee of the Beneficiary group.
- 15) The manufacturing company of the Rice Mill selected by the farmers group from the Farmers portal having FMTTI/Govt. of India approved Institute's Test Certificate of machine and brand will perform the tasks of fitting/fixing along with demonstration in presence of ADO, field staffs & respective President/Secretary of the Farmer Group.
- 16) The Beneficiary shall take delivery of the Machinery in presence of District Officials. A MoU shall be executed between the Department and the Beneficiaries for proper utilisation of the asset created as per **Annexure - III**.

- 17) The Bank after receipt of the Bills and Challans along with photographs of the beneficiary group duly countersigned by the DAO/EE (Agri) shall prepare a Statement and Claim subsidy from the Department as per Annexure - IV.
- 18) The Department after verification of the Claim Form from the Bank shall release the Subsidy amount of the Beneficiary into their respective Loan Accounts.
- 19) A Bank Account shall have to open in the name of the farmers group to be operated jointly by the President & Secretary of the Group. Individual member of the Group will contribute an amount to be fixed among the members themselves as maintenance cost.
- 20) The service of the Mill so obtained by the Farmer Group under the scheme should be made available to all members of the particular Farmer Group and other farmers outside area at a rate decided by the Executive Committee of the farmers group which duly approved by the respective DAO.
- 21) The revenue earned from the Mill will solely be meant for welfare of the respective farmers group and liable to submit quarterly report to the DAO for onward submission to the Director of Agriculture, Assam.


30/12/12
 Director of Agriculture, Assam
Khanapara, Guwahati-22