



ISO:9001-2008 Company

Nagarjuna Agro Chemicals Pvt. Ltd.

Corporate Office : #6-3-1219/24, Flat No. 302, 3rd Floor, Ujjwal Bhavishya Complex, Above Karnataka Bank Ltd, Street No:4, Uma Nagar, Kundan Bagh, Begumpet, Hyderabad - 500 016.
Tel : 040-2341 5106 Fax : 040-2341 5206 Cell : 99121 23450, 99122 34560
Email : nacpltd@yahoo.com, **Website :** www.nagarjunaagrochemicals.com

Bangalore Branch Office : No.23A, Doddanakundi Industrial Area, Mahadevapura Post, Hoodi, Bangalore-560048, Karnataka State.

Tamilnadu Branch Office : S/F No. 5/2 Aiyasamy Kovil Thotam, Thirumalayam Palayam, Madukkarai, Coimbatore - 641105, Tamilnadu.

Date: 23.09.2019.

ICAR-Agricultural Technology Application Research Institute (ATARI)
ICAR Research Complex for NEH Region,
Barapani - 793103, Meghalaya.
E-mail : icarzcu3@gmail.com

For the kind attention of **Dr. B.C. DEKA, Director.**

Dear Sir,

Sub:- Proposal for Annual Maintenance Contract of Mridaparikshak Minilab for Soil Testing – Reg.

While thanking you for accepting our Technology and purchasing Mridaparikshak Minilab for Soil Testing- KVK's covered under your ATARI ZONE, we submit to inform that the warranty period for the Soil Testing Minilab is one year from the date of supply. It has been more than 2 years since the supply of Minilab and warranty period expired, as per our records. We are giving below the rates for the AMC. In order to see that the Minilab working is smooth in future, we recommend you to enter into an agreement for Annual Maintenance.

AMC Rate: Rs.14,000/- + GST of 18% totaling to Rs.16,520/- per unit for one year.
(Detailed quote is attached herewith)

Please go through the AMC agreement annexed to this letter along with our quote & inform us the consent at an early date, so that we can continue to provide the services to the KVK's under your institute. Please arrange to remit the AMC agreement amount to our Bank as mentioned in the quotation & send us the filled AMC form, duly signed and stamped with payment particulars to the following address at the earliest.

Nagarjuna Agro Chemicals Pvt Ltd,
3rd floor, Ujjwal Bhavishya Complex, Street No:4,
Uma Nagar, Kundan Bagh, Begumpet,
Hyderabad-500016.

To take up any service related issues immediately, scan copy of the payment details along with AMC form duly filled, signed, and stamped may please be forwarded to us through mail. **For any further assistance in this regard, do contact us. (Phone: 9912261000).**

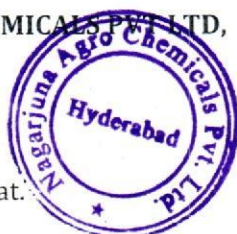
Assuring you of our best services at all times,

Thanks & regards,

For NAGARJUNA AGRO CHEMICALS PVT. LTD.,

Authorised signatory.

Encl: AMC Quote, AMC Format.





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Ref.No. AMC/2019-20/00328

Date: 23.09.2019.

ICAR-Agricultural Technology Application Research Institute (ATARI)
ICAR Research Complex for NEH Region,
Barapani - 793103, Meghalaya.
E-mail : icarzcu3@gmail.com

For the kind attention of **Dr. B.C. DEKA, Director.**

Dear Sir,

Sub:- AMC Quote for Mridaparikshak Minilab for soil testing – reg.

Referring to the above subject, we are giving below the quote.

S.No	Particulars	Rate (per unit) Rs.Ps	GST @ 18%	Amount	Qty (in No's)	Total Amount Rs.Ps
1	AMC (Annual Maintenance Charges) for 1 year-Maximum 3 complaints will be attended.	14,000.00	2,520.00	16,520.00	1	16,520.00

TERMS & CONDITIONS:

1. Quoted price includes Visiting & servicing charges
2. **Spare Parts:** invoice for any parts replaced will be sent to you for payment.
3. **Payment:** Can be made in favour of "NAGARJUNA AGROCHEMICALS PVT LTD,
4. **Our Bankers:** Karnataka Bank,
Begumpet Branch, Hyderabad-500 016. Telangana.
Current account no: 3332000100003501, IFSC Code : KARB0000333.

Please find the same in order and looking forward to receive your valued orders.

Thanks & regards,

For NAGARJUNA AGRO CHEMICALS PVT LTD,

Authorised Signatory.



AGREEMENT FOR ANNUAL MAINTENANCE

THIS AGREEMENT OF ANNUAL MAINTENANCE IS EXECUTED ON THIS ____ DAY OF _____ BETWEEN:

M/s. NAGARJUNA AGRO CHEMICALS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office located at #6-3-18/1, Ujjwal Bhavishya Complex, Kundan Baugh, Street No.6, Begumpet, Hyderabad (Telangana), here-in-after referred to as the Party of 1st Part AND;

M/s. _____ a association having its office _____ located _____ at _____

represented by Shri. _____, Managing Director of the association, here-in-after referred to as the Party of 2nd Part

WHEREAS Party No. 1 being exclusive licensee for manufacturing and marketing of "Mridaparikshak Soil Testing Mini Labs" (hereinafter referred to as "Mini Lab"), using Technology Rights obtained from ICAR-IISS, Bhopal, have supplied "Mriaparikshak Mini Soil Testing Mini Labs" to Party No.2 on various dates.

AND WHEREAS warrantee period of one year as provided at the time of sale of such Mini Lab, has expired and it has been felt necessary to get the Mini Lab serviced on a regular basis, in order to maintain the accuracy of results of the Mini Lab.

AND WEHERAS the Party No.1 being engaged in manufacturing and marketing of Mini Labs, is having a well established team of experienced Service Engineers, who are continuously engaged in Maintenance of Mridaparikshak Mini Labs on regular basis to its various customers.

AND WHEREAS the Party No.2 is willing get its Mridaparikshak Mini Labs serviced on regular basis and the Party No.1 having a well established team of service engineers, it is considered, expedient and advisable to execute an agreement in to written and include certain clauses and embodying all the terms and conditions of Annual Maintenance which has mutually been agreed to avoid any further dispute so it is done as here under.

Now through this Agreement of Annual Maintenance parties hereto to agree to the terms and conditions expressed here-in-under:

1. Qua Mini Lab – Qua Annual Maintenance Contract ("AMC"): Each unit of Mini Lab will be identified as a separate unit and the conditions of this

agreement will be applicable for each such unit of Mini Lab. Further, Annual Maintenance Charges payable under this agreement will be calculated at the rates specified in clause No. 4 of this agreement, on each unit of mini labs proposed to be covered under AMC plus applicable taxes.

2. **Period of Contract:** The contract remains valid for the period of one year, commencing from the date of signing of this Agreement for Annual Maintenance. This Agreement of Annual Maintenance may be renewed from year to year subject to rendering of satisfactory service & fulfilment of term & conditions of this agreement.
3. **Periodicity:** Agreement to Annual Maintenance will cover three Preventative maintenance checks within the AMC Period. Further, in case of requirement of servicing before the expiry of 6 months from the last maintenance, same will also be provided by the Party No.1, subject to restriction of maximum three maintenance checks within the span of one year from the date of this agreement. Annual Maintenance will include Machine Maintenance, Cleaning, Checking wiring, and other servicing areas. During each of such visit, service engineer will carry out functional inspection of parts of the machine and shall update the same on the Process Slip.
4. **Annual Maintenance Fees:** Annual maintenance charges at the rate of Rs. 14000/- per Mridaparikshak Soil Testing Mini Lab plus taxes as may be applicable will be payable.
5. **Replacement of Parts:** Manufacturing defects will be replaced free of cost by Nagarjuna Agro Chemicals Private Limited (hereinafter referred to as "NAC"). However, any other defects which do not come under the ambit of manufacturing defects, will be charged at the prevailing prices. Details of various components not covered under AMC and charges thereof are provided in separate annexure enclosed herewith.
6. **Terms of Payment:** Full Payment shall be made while executing this agreement, further services will be provided only after the payment is made. Further, if any part is to be replaced, payment should be made to service engineers at the time of fixing the part by cheque/demand draft against the invoice which will be raised by NAC.

7. **Service Time:** The maintenance work will be done during normal business hours on all working days.
8. **Additional Charges:** in case of service requirement of more than two services covered under AMC as per Clause 3 (Periodicity) above, services rendered will be charged additionally.

General terms and conditions:

9. Abnormal usage/Misuse :

In following cases this annual maintenance contract will be null and void without prejudice to the rights of Party No.1 :

- a. Failure of Meter due to supply voltage beyond permitted range, phase imbalance, single phasing, phase reversal or fluctuating voltage or defects in your electrical installation.
- b. Misuse or usage other than the system is originally designed for.
- c. Damage to Meter due improper operation or negligence.
- d. Atmospheric or repair on the equipment at any time, under any circumstances whatsoever, by anyone other than the authorized service engineers of NAC.
- e. In case, the right of property is transferred to another individual or legal person under any law of India, or is misused or, the mechanical equipments of Mridaparikshak are dismantled or, altered or, serviced by any person other than the authorized Service engineers of NAC.

In case of above noted cases, defects will be rectified by the Party No.1 at the applicable charges to be payable by Party No.2.

10. Obligation on Clients:

- a. Party No.2, will be obliged to provide details to Party No.1, in respect of each unit of Mridaparikshak Mini Soil Testing Lab to be serviced under this AMC in the information Form, attached to this agreement.
- b. Proper working conditions should be provided to service engineers to enable them to complete the maintenance exercise.

11. Termination:

This agreement for Annual maintenance shall remain valid for the period of one year from date of execution of this agreement and after expiry of one year this agreement of AMC will stand terminated.

The parties hereto on mutual consent may renew this agreement for further period of one year on such terms and conditions as may be then agreed among them.

If Party No.2, being desirous of terminating this agreement before the expiry of operative period of this agreement, may do so by serving a one month prior written notice to the Party No.1. In case the Party No. 2, has availed all the services covered under this agreement, then this agreement will not be cancelled.

In case of termination of this agreement before its operative period, if the Party No.2, has availed one services under AMC, _____% refund will be granted on termination of this agreement. Taxes paid on AMC charges at the time of signing of this agreement are not refundable on cancellation.

12. Statutory levies: Statutory duty shall be levied over and above the Contract price and any other material, as per the prevalent rates.
13. Force Majeure: Neither party to this Contract shall be liable to the other for any delay or failure by such party to perform its obligations (excluding obligations to pay money) under this Contract, if such delay or failure arises from any cause or causes beyond the reasonable control of such party, including, without limitation, labour disputes, strikes, acts of God, floods, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, embargoes, blockades or regulations or orders of governmental authorities. If a party to this contract fails or delays the performance of his obligations pursuant to this contract due to any cause beyond such party's reasonable control, such delay shall be excused during the continuance of such delay and the period of performance shall be extended to the extent necessary to enable such party to perform its obligations after the cause of such delay has been removed.
14. If any dispute of difference arises between the parties hereto during the subsistence of this AMC or thereafter, in connection with validity,

interpretation, termination, implementation are alleged breach of any provision of this CONTRACT the PARTIES hereto shall endeavour to settle such disputes or difference amicably. In the event that they are unable to agree to an amicable solution to the dispute or difference the PARTIES hereto shall be settled under the Jurisdiction of Wardha.

IN WITNESS WHEREOF the parties hereto have put their hands on the Leave and License Agreement this the _____ of _____, _____ hereinabove written.

1] Witness:

1] Signed by the within named

For Nagarjuna Agro Chemicals Pvt. Ltd.

2] Witness :

2] Signed by the within named

NAGARJUNA AGRO CHEMICALS PRIVATE LIMITED

Information Form

1. Name of Organisation (संस्था का नाम) :- _____
2. Address (पता) : _____
3. City/Village/Town: _____
(शहर/ गांव / नगर)
4. Name of Concerned Person: _____
(अधिकारी का नाम)
5. Contact Details:
 - a. Mobile No.: _____
 - b. Landline No. (with STD Code) : _____
6. Number of Machines (मशीन की संख्या): _____
7. Date of Purchase (प्राप्त करने की तारीख): _____
8. Bill No. (बिल क्रमांक) : _____

9. Details of Machines (मशीन का विवरण) :-

Sr. No. सी. न.	Model No. मॉडल न.	Meter No. मीटर न	Shaker No शेकर न.	Hot Plate No. हॉट प्लेट न.	Parameters पैरामीटर [10 or 15]

Authorized Sign & Stamp