

No. 14-5/2013-M&T (I&P)
Government of India
Ministry of Agriculture
(Department of Agriculture & Cooperation)

Krishi Bhavan, New Delhi - 110001

Dated: 18th October 2013

To,

✓ **Shri Himat Singh**
Director,
Northern Region Farm Machinery Training
and Testing Institute, Tractor Nagar
Sirsa Road, HISAR (Haryana)-125001

Shri C.R. Lohi
Director,
Central Farm Machinery Training
and Testing Institute, Tractor Nagar,
P.O., BUDNI (M.P.)-466445

Shri M.K. Vishwakarma
Director,
North-Eastern Region Farm Machinery
Training & Testing Institute,
Biswanath Chariali,
Distt. SONITPUR (Assam)-784176.

Shri P.K. Pandey
Director
Southern Region Farm Machinery
Training and Testing Institute,
Garladinne, Distt. Anantpur (A.P.)

Subject: Standardization of the guidelines for renting out open spaces and other infrastructure available with FMTTIs

Sir,

The undersigned is directed to invite a reference to the Ministry's letter No. 9-29/2013-M&T (Admn) dated 23rd July 2013 regarding constitution of committee to standardize guidelines for renting out open space of FMTTIs. The guidelines prepared by the committee have been approved by the competent authority of this Department and the same are enclosed herewith.

The FMTTIs are requested to follow these guidelines for renting out open spaces and other infrastructure available with the institute and process the proposals further if any, received by the institutes.

This is issued with the concurrence of IFD vide Diary no. 2476 dated 15.10.2013.

Encl: as above

Yours faithfully



(A.N. Meshram)

Deputy Commissioner (M&T)

Telefax: 23382922

Standardization of the guidelines for renting out open spaces available with FMTTIs

The Ministry vide Order No. 9-29/2013-M&T (Admn) dated 23rd July 2013 (Copy enclosed as Annexure-I) constituted a committee to standardize guidelines for renting out open space of FMTTIs. Accordingly, all the FMTTIs vide letter dated 13th August 2013 (Copy enclosed as Annexure-II) were requested furnish the information in this regard and also requested to attend the meeting on 27th August 2013 at Krishi Bhawan, New Delhi. However, the meeting could not be convened due to Parliament Session. The issues were discussed separately with the Director Budni and Anantapur on 3rd September 2013 and Director, Hisar on 5th September 2013 who visited New Delhi in connection with Zonal Conference on Agricultural Inputs. All the FMTTIs have also forwarded their written comments in this regard. Based on the comments and discussion with the Directors, the following recommendations have been made for renting out the infrastructure and open space available with the FMTTIs for holding exhibitions and conferences etc.

The committee opined that, taking into consideration the circumstances in the North-Eastern States, it may not be advisable to extend the facilities of the Biswanath Chariali, Assam institute to the private parties as it is likely to cause inconvenience and disturbance to the institute. However, the following infrastructure available with the institutes has been identified which can be rented out for holding conferences, exhibitions and demonstrations related to agricultural activities:

1. Auditorium Hall for conference etc
2. Guest House
3. Lecture halls
4. Open Ground for organizing exhibitions
5. Agricultural land (various plot sizes) for demonstration of agricultural machines and crop demonstration plots.

A. General Terms and conditions for renting out the infrastructure:

1. Infrastructure will be rented out only for holding and organizing events for promotion of Agricultural Machinery industry/Agriculture and allied subject along with forestry and for such other purposes as may be notified by Director FMTTIs or any other competent authority from time to time. No dance, drama, music, light/heavy entertainment be allowed except where it is related to agricultural publicity/exhibition
2. The infrastructure will be rented out to the organizers on occupational charge basis. The allotment of space(s) to the organizer shall not have any right on the land in favour of the organizer except to use the said allotted spaces on the day, time and the purpose contained.

3. The organizer of the events shall obtain necessary approvals, if any, required from state, central government, Nagar Nigam, police authorities etc.
4. The organizer of the event shall make general security arrangements for the exhibitors, visitors, exhibits and stalls.
5. The organizer shall keep and maintain fire-fighting equipment within the exhibition area as per safety regulations. In addition to it, the organizer shall also ensure that all individual exhibitors make arrangement of fire-extinguishers in their stalls.
6. In case of open grounds for exhibition, the organizer shall make necessary arrangements for electricity, water (including drinking water) food and portable toilets etc. These services will not be provided by the Institute under any circumstances.
7. Organizer shall ensure that all participants insure their exhibits, display material against loss, damage, theft, fire or any cause whatsoever. The organizer shall further, ensure that all the individual participants also obtain third party insurance cover for construction period, fair period and dismantling period. Under any circumstances the Institute will not be responsible for any damage or loss.
8. In case of dispute of any nature, criminal or otherwise, between Exhibitor/ Manufacturer/ Farmer/ Visitor, the Institute will not be responsible in any way and it will be the sole responsibility of the organizer to resolve the same, without requesting the Institute for any kind of intervention, good-office etc.
9. Selling of Lottery tickets, drugs, alcohol, tobacco item or any other prohibited items will not be allowed inside the exhibition area and premises of the institute.
10. The organizer shall provide necessary space for the parking of the vehicle within the space provided to him.
11. The entire responsibility of cleaning of exhibition space before and after the fair is of the organizer only. Maintenance/cleaning of premises on return of space should be of borrower and deposit for this be taken in advance so that deposit is forfeited if not returned clean.

12. FMTTI reserves the right to alter, amend, modify, or revoke any or all the conditions at any time at its sole discretion.
13. The duration of the rent would be from the day when the hall was actually handed over for making preparatory arrangements and terminates on the day/time when all materials have been actually removed from the site.

B. Charges for renting out the infrastructure: (Base Year 2013-14)

Sl. No.	Infrastructure	Charges	Security Deposits (Refundable)
1.	Auditorium (01 No.)	Rs. 5000/day	Rs. 10,000/-
2.	Lecture Hall (01 No.)	Rs.500/day	Rs. 2,000/-
3.	Guest House (Rooms and Suites)	As per Government of India Norms	NIL
4.	Open Ground	Rs. 5 per sq. m. per day	Rs, 50,000/-
5.	Agricultural land	Rs. 2000/day/acre or Rs. 50,000/- per acre per crop season	Rs. 10,000

Note:

- 1) The above charges will be increased by 10% from 1st April of every financial year
- 2) The service tax and any other applicable taxes would be charged extra on the above stated services.

C. Procedure for renting out the infrastructure:

1. An application for booking is to be made to Director of the concerned FMTTI specifying the name, description of the event, quantum of space required, items of display and period of occupation/possession of the Allotted Space at least 30 days before the event. After receipt of the application, Director FMTTI, will examine the availability of the infrastructure on such dates and if the organizer has satisfied FMTTI with all requisite formalities, will block the dates and provide a provisional booking to the organizer subject to the payment as detailed under Clause B.
2. The organizer and the institute will sign an agreement specifying the Terms and Conditions in A and B above. The agreement will be signed on stamp paper of Rs 100/and should be signed by organizer and attested by notary. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the parties. No provision of this Agreement shall constitute either party as the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind,

express or implied, against, or in the name of, or on behalf of the other party. The allotted space should not be construed as to creation of any tenancy or license in favour of the organizer.

3. On signing the agreement, the organizer of the event shall deposit the full amount of the charges and the security deposit as specified in 'B' above with the institute in the form of Demand draft in favour of the Director of the institute.
4. After completing all the formalities and signing of agreement, the institute will issue necessary authorization letter to the organizer for possession of the facilities.
5. In case the organizer cancels the booking after signing agreement: (a) 50% of the occupational charges paid by the organizer shall stand forfeited if the cancellation is done up to fourteen (14) days prior to the commencement date of Event; (b) 90% of the occupational charges paid by the organizer shall stand forfeited if the cancellation is done less than (3) three days prior to the commencement date of Event. (c) 100% of the occupational charges paid by the organizer shall stand forfeited if the cancellation is done after the Event. (d) However, the Security Deposit will be refunded in full by FMTTI to the organizer in all such cases within 30 days of the event.
6. In case of cancellation of such booking, the FMTTI shall be free and entitled to allot the said spaces forthwith to the other interested parties at its sole discretion.
7. After completion of the event, the security deposit mentioned above will be refunded by FMTTI to the organizer within 30 days of vacation of the facility and clear handing over of the facility by the organizer, after adjustment of any damage or other loss incurred by FMTTI during the period of event.
8. After the completion of the event/activity, the organizer shall bring out the detailed technical outcome of the event/activity and share it with the institute.
