

SCHEME : ELECTRONIC WEIGHING MACHINES TO RUBBER DEALERS

Sub-Rules for providing financial assistance to Rubber Dealers, Rubber Marketing Societies and RPS Trading Companies for purchase of electronics weighing machines 12th Plan

Title

These sub rules named as “Sub Rules for Providing Financial Assistance to Natural Rubber (NR) Dealers, Rubber Marketing Societies and RPS Trading Companies for purchase of electronics weighing machines during the 12th plan period.

Objective

The broad objective of providing financial assistance to natural rubber (NR) Dealers, Rubber Marketing Societies and RPS Trading Companies for purchasing electronics weighing is to modernize the rubber trading system with more accuracy, transparency and easiness. The scheme is envisaged to bring more transparency in NR trade and assistance will be extended to the small scale rubber dealers, RPS companies and Co-operatives who are active in the trade.

Definition

In these sub rules, unless the context otherwise means,

- (1) 'Board' is the 'Rubber Board' constituted under the Rubber Act 1947
- (2) 'Chairman' is the 'Chairman of the Rubber Board'.
- (3) Rubber Dealer/ Society/ Company shall have valid Rubber Board D- License.
- (4) Electronic Weighing Machine shall be ISI certified with weighing capacity of 300/500 Kg.

Eligibility

Rubber Marketing Societies and Rubber Trading Companies in RPS sector and Rubber Dealers with valid Rubber Board License is eligible for availing assistance under this scheme.

Eligibility criteria for selecting beneficiaries for the scheme is as follows

Sl. No	Rubber Dealer/Society/Company	Quantity of NR traded during the previous year (of availing the scheme)
1.	Rubber Dealer	Should have traded minimum 10 MT and not more than 500 MT
2.	Rubber Marketing Societies and Rubber Trading Companies in the RPS sector	Should have traded minimum 10 MT of NR

Scheme Period

The scheme is to implement in 12th Plan period effective from the financial year 2014-15 to 2016-17.

Quantum of Financial Grant

Financial assistance shall be for the purchase of one electronic weighing machine per beneficiary in the 12th plan period. The quantum of assistance will be 25% of the cost of electronic weighing machine purchased by the beneficiary subject to a maximum of Rs 5000/- for 300 Kg. capacity and Rs. 7000/- for 500Kg. capacity, per machine per beneficiary.

Terms and Conditions

1. The applicant for financial assistance shall possess a valid Rubber Dealers License issued by the Board. Rubber Marketing Societies and RPS Trading Companies are those approved by the Board.
2. The Rubber Dealer applied for assistance shall have traded minimum 10 MT and maximum not more than 500 MT of natural rubber during the previous year of availing assistance.
3. Rubber Marketing Societies and RPS Trading Companies shall have traded minimum 10 MT of natural rubber during the previous year of availing assistance.
4. Technical specifications for the electronic weighing machine are as follows

Type	ISI Certified Electronic Weighing Balance with 6 digit LCD/LED display with battery backup and with heavy structure platform with minimum 3 mm steel plate made as per BIS specifications and approved by the legal metrology department.
Capacity	300/500 kgs with accuracy 50 g
Platform size in mm (WxD)	600X600 or above

5. Before purchase, the applicant shall seek approval for purchase from Market Promotion Department of the Board and a written approval shall be obtained before purchase of the electronic weighing balance.

6. Application for financial assistance shall be obtained from Market Promotion Department of the Rubber Board, Kottayam - 686009 or downloaded from the web portal www.indiannaturalrubber.com
7. Supporting documents to be produced along with the prescribed application, are:
 - (a) Original invoice of the electronic weighing machine with their VAT registration number/TIN No, telephone with seal and signature.
 - (b) Stamped receipt acknowledging receipt of payment.
 - (c) Copy of approval letter received from Rubber Board for the purchase of weighing machine.
 - (d) An advance stamped receipt for the amount of financial assistance claimed from the Board.
 - (e) An agreement executed in stamp paper worth Rs. 200/- for the use and non-transferability of the weighing machine – agreement format attached.
8. The application form dully completed along with the documents mentioned at '7' shall be returned to the Market Promotion Department of the Rubber Board within one month of purchase of the weighing machine supported with all required documents noted above.
9. Subsidy will be disbursed after inspection and validation of the technical parameters.
10. The maximum financial assistance will be limited to 25% of the invoice value or Rs 5000/- for 300 Kg. capacity and Rs. 7000/- for 500 Kg. capacity, whichever is less.
11. Beneficiaries shall be entitled for availing only one weighing machine during the plan period. The weighing machine purchased under the scheme is non-transferable.
12. The Chairman Rubber Board reserves the power to alter, modify or make any changes in the terms and conditions as detailed above or to grant or refuse any claim submitted by any dealer/society/company.
13. In case of any dispute, the decision of Chairman, Rubber Board will be final and binding on the applicants.
14. Rubber Board reserves the right to alter or withdraw any of the rules and add new rules during the implementation of the scheme.

----- (12/2014)

[Format of agreement to be executed in stamp paper worth Rs. 200/-]

AGREEMENT

This Agreement is made on the day of..... 2015 or 2016 between the Rubber Board ,a statutory body constituted under the Rubber Act 1947 having its head office at Kottayam, Kerala State (herein after called the „Board „which expression where the context admits shall also mean and include its successors and assigns thereof) on the one part and M/S..... (name & address of the dealer) herein after called as the Rubber Dealer, having license numberissued by Rubber Board ,which mean and include, unless repugnant to the context, its legal heirs, administrators and assigns) on the other part.

Whereas the Applicant/Rubber Dealer(name & address) carrying out the trading in Natural Rubber had requested the Board for financial assistance to purchase an Electronic Weighing Balance worth Rs(in words)as per the sub-rule of the Board’s scheme for providing financial assistance to Rubber Dealers, Rubber Marketing Societies and RPS Trading Companies for purchase of electronics weighing balance during the 12th plan period. The objective of the scheme is to modernize the rubber trading system with more accuracy, transparency and easiness. The sub rule indicates that 25% of the cost of electronic weighing machine purchased by a beneficiary, subject to a maximum of Rs 5000/- for 300 Kg capacity machine and Rs. 7000/- for 500 Kg capacity shall be given as financial assistance per machine per beneficiary according to the following terms and conditions:

1. The Applicant/Rubber Dealer shall have possessed a valid License from the Board hereby consented to abide by all the terms and conditions of the sub-rules in the scheme “Electronic Weighing to Rubber Dealers”.
2. The Applicant/Rubber Dealer shall have fulfilled the eligibility condition of minimum 10 MT and maximum not more than 500 MT of NR traded during the previous year. For Rubber Marketing Societies and RPS Trading Companies shall have traded minimum 10 MT of NR during the previous year.
3. The Applicant/Rubber Dealer shall have to purchase the Electronic Weighing Balance as per specification - ISI Certified Electronic Weighing Balance with 6 digit LCD/LED display with battery backup and with heavy structure platform with minimum 3 mm steel plate made as per BIS specifications and approved by the legal

metrology department. Capacity of the machine is 300/500 kgs with accuracy 50 g and its platform size is 600X600 or above in mm (WXD).

4. The Applicant/Rubber Dealer shall have to obtain prior approval from Market Promotion Department of the Board before the purchase of electronic weighing machine and its details shall have to be produced along with the application form.
5. The Applicant/Rubber Dealer shall have to produce original Bill / Invoice of the electronic weighing machine purchased, and the Bill / Invoice shall have to be duly signed & sealed by the trader.
6. The Applicant shall permit the Board or its authorized representative to inspect the electronic weighing machine purchased with the financial assistance of the Board.
7. The electronic weighing machine purchased by the Applicant/Rubber Dealer with the financial assistance of the Board shall not disposed off or transferred or leased for 3 years and shall be used solely for the rubber business in his own firm. Whenever the Board's License is cancelled or the firm stopped its business within 3 years of purchase of the Weighing Machine, the amount received from the Board as financial assistance will be refunded to the Board.
8. The Applicant/Rubber Dealer shall be eligible to purchase only one weighing machine during the plan period through availing financial assistance from Board under the scheme.
9. If the Applicant/Dealer violates any of the terms and conditions herein contained or any provisions of the rules or any of the instruction of the Board, the Board shall have the right to demand and enforce repayment forthwith of the entire amount of financial assistance granted by the Board along with penal interest decided by the Board.

Based on the acceptance of terms and conditions by both parties, the Board shall agreed to sanction an amount of Rs.....(in words) as financial assistance to M/s.(name & address) herein after called the beneficiary of the scheme. All interpretations of the terms of this agreement in any manner connected with the Applicant/Rubber Dealer, the decision of the Chairman, Rubber Board shall be final and binding. The Board will not be liable for any loss or damage, if any, suffered by the Applicant/Dealer on any account of its use. This agreement shall be valid for a period of three years from the date of its execution by both the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signature to this agreement, which shall have effect from the day of (month) 2015/2016.

For and on behalf of the Board
(Authorized signatory)

For and on behalf of the Trader/Dealer
(Authorized signatory)