Agriculture Directorate
(Engineering Section)
Krishi Bhawan, Lucknow

Latter no. Engg- 08/9 / empanelment patra/2023-24 Dated June, 2023

Notice

Invitation for Empanelment of Manufactures of Agricultural Drones (Krishi Drone)

Applications are invited from Manufactures of Agricultural Drones (Krishi Drones) for the empanelment of firms for supply of agricultural drones under two years i.e 2023-24 and 2024-25 for the agricultural drones enlisted in annexure C. Applications forms along with Terms and Conditions by available in the office of the undersigned form 30-06-2023 and this is also made available in the departmental website www.agriculture.up.gov.in last date for submission of applications along with required documents, certificates, test reports etc is 15-07-2023. Empanelment Security for an amount of Rs. 50000/- (Rs. Fifty Thousand) only in the form of BG/FDR pledged in favour of "Director of Agriculture, Uttar Pradesh and with minimum one year validity also has to be submitted along with application form.

Director
Agriculture, Uttar Pradesh
TERMS AND CONDITIONS FOR EMPANELMENT OF MANUFACTURS OF AGRICULTURAL DRONES

1. Only the manufactures of Agricultural Drones shall be empanelled to facilitate community procurement under SMAM/RKVK scheme of Agriculture graduate (Agrijunction) /FPO Agriculture Department, Government of Uttar Pradesh for the year 2023-24.

2. Applications received from Manufactures of Agricultural Drones which are listed in Annexure-C, shall only be considered for empanelment.

3. The validity of empanelment will be for 2023-24 and 2024-25 form the date of finalization of the empanelled manufacturers.

4. The agricultural Drones (Krishi Drone) should be DGCA approved and registered at digital sky portal under appropriate category.

5. The drone should have all safety features like sensor-based collision avoidance, terrain following, first person view camera, auto return to launch point etc.

6. The manufacturer should have proper set up and infrastructure for drone manufacturing in India.

7. Type approval certificate of quality council of India or authorized testing entities shall be necessary.

8. Manufacturer must have service support in the concerned state to provide after sales support, training, repair & maintenance etc to the customers.

9. The manufacturer should have service support on pilot training.

10. Empanelment security is mandatory. Application shall be rejected outright in case of failing to deposit of Empanelment Security. The empanelment security is refundable after completion of validity period of two year.

11. Application must be accompanied with following documents.
   i. Duly filled up application form. (If Necessary, separate sheet may be used) Annexure-B.
   ii. Covering letter as per prescribed format in Annexure-A
   iii. Original copy of letter of Authorization for Authorized signatory on non judicial stamp paper of minimum Rs. 100/-per format in Annexure-D
   iv. Copy of PAN and GST Registration Certificate on manufacturer.
   v. Copy of manufacturer’s registration certificate (Acknowledgment for EM-part-II from DIC/Certificate form Ministry of Industry/Udyog Aadhar etc.
   vi. Copy of Factory/Industry license.
viii. Copy of test reports for the models of the Agriculture Drones for which application submitted for empanelment. Test report from any GOI approved testing centers for the specific purpose, shall only be submitted.


x. Copy of PAN and GST Registration Certificate of Dealers in the State.

xi. Copy of Trade License of Dealers in the State.

xii. 1 or 2 page description on available facilities (spares, after sale service, users training, mobile service van, technical manpower etc.) separately against each authorized Dealers/Sub-Dealers in their letter head and duly signed by them.

xiii. Copy of this “Terms and Conditions for empanelment of Manufacturers of Agricultural Drones” duly signed by the applicant.

12. Applications submitted as per scheduled date shall only be accepted. Late submission of application or any other related documents mentioned in clause No. 11 below may be liable for rejection.

13. Applications must put his signature in all pages of all the documents mentioned in clause No. 11 above. Submission of incomplete application shall be liable for rejection.

14. No addition or alteration (except cancellation) of authorized Dealers against this empanelment shall be entertained without prior approval.

15. Authorized Dealers shall be listed considering availability of adequate facilities for after sale services.

16. The manufacturers shall have the right to nominate the authorized dealers to supply the drones to any particular district/districts for the entire state. Moreover the manufacturers themselves can participate in the distribution programme, if desire.

17. The MRPs declared for the State of Uttar Pradesh, in the application, shall be inclusive of GST, cost of standard tools & accessories (if any), cost of minimum 2 years warranty coverage and cost of delivery at dealers. Manufacturers shall be liable for all responsibilities for providing quality products, warranty coverage and delivery through dealers.

18. The MRPs should be declared at a competitive rate compared to prevailing market price. Imbalance/Exaggerated MRPs may lead to disqualification for empanelment. However, the Directorate will reserve the right to seek the updated price in every 180 days and for any exorbitantly high price the Directorate may delist the manufacturer without further notice.

19. Selected beneficiary shall procure the Agricultural drone from the respective Authorized Dealers as per their choice of brand/model.

20. Beneficiary shall have complete freedom to negotiate/bargain the price within MRP, in no case price should exceed the declared MRP for the state.
21. Procurement of Drones shall be done by the selected beneficiaries bearing the cost, based on per sanction accorded by Department in favor of him/her.

22. Subsidy/Financial assistance shall be transferred to beneficiaries as per DBT norms after receipt of physical verification report, photograph, geo-tagging, copy of tax invoice & chalan etc certified by respective officers.

23. As per the Government of India instructions, for mandatory display of Maximum Retail Price (MRP) rates, the following conditions will be followed.
   a. The Maximum Retail price (MRP) rates should be displayed on the product itself at prominent places and it should be clearly visible.
   b. The MRP rates should be displayed on the website, the MRP displayed on the websites and the product should be same.
   c. The MRP rates should be displayed product wise in their showroom and the MRP displayed in the showroom is in conformity with the MRP on the website and the product itself. In case, the manufacturer fails to comply with above directives, their approval will be liable to be cancelled without any notice.

24. The MRP rates furnished by the firm in the agrimachinery portal should be valid for entire financial year.

25. The list of local Authorized dealers and service-stations in the given format (Annexure E) should be furnished in duplicate (one soft copy in Excel format) and one hard copy with each page signed.

26. Necessary training/demonstration required should be imparted at Free of Cost to the farmers/beneficiary.

27. The minimum warranty period for the Agricultural Drones should be two year from the date of supply, any manufacturing defect and the firm should be prepared to replace the Drones at free of cost during the warranty period.

28. The firm should provide all pamphlets, leaflets and the technical details and maintenance particulars.

29. For imported Drones (Fully/partially/Assembled); the firm is requested to produce import license, invoice of the manufacturers and custom clearance certificate for verification and consideration.

30. The firm (Manufacturer/Sole Distributor of Uttar Pradesh) shall assure for the supply of spare parts for the lifetime on reasonable cost basis beyond warranty period.

31. The firm shall ensure that online complaint and redressal facilities along with helpline numbers for farmers/beneficiary.

32. The manufacturer shall submit quarterly report of the agriculture drones sold under subsidy in the state.

33. The manufacturer will maintain the list of serial number register of different agricultural Drones and customers to whom it has been sold.
34. In case the bill raised by dealer, the name of manufacturer should invariably be mentioned in the bill.

35. The performance of the empanelled manufactures shall be assessed every year on the basis of total drones supplied, quality of machines, services rendered, farmers feedback, performance of the machine and complaints received from farmers etc.

36. The Director Agriculture, Uttar Pradesh, reserves the right to accept or reject any or all the applications (s)/ without assigning any reason thereof.

37. The Director Agriculture, Uttar Pradesh, will be competent authority for suspension of empanelment, blacklisting and/or bank guarantee of any firm in the following conditions.
   i. If any empanelled manufacturer violets any condition of the registration.
   ii. If any empanelled firm found indulge in unfair means or activities.
   iii. Non submission of test report of the agricultural drones within the stipulated time. (In case if validity of test report expires in empanelled period).
   iv. In the event of supply of non-standard agricultural drones against test report, submission of false documents, short supply of agricultural drones against the bill, indulging in any fraudulent activity, not attending the complaints of farmers/beneficiary etc.

38. Agriculture drone manufactures related rules of "The Drone Rules, 2021" must be fulfill

39. It is made clear that it is not a Government purchase.
   We give our unconditional acceptance to the terms and conditions stated above and as a token of our acceptance, I put my seal and signature below.

Seal & Signature (Authorised Signatory)
ANNECTURE-A
(Format for Covering letter for Empanelment of Manufacturers of Agricultural Drones)
(Covering letter should be on the letter head of the Manufacturer)

Ref. No............................ Date............................

From:

.................................................................
.................................................................
.................................................................

To:

Director Agriculture
Madan Mohan Malviya Marg,
Krishi Bhawan. Lucknow,
Uttar Pradesh.

Sub:-Application for Empanelment of Manufactures of Agricultural Drones
Ref:- Notice No.

Dear Sir,

I, Shri/Smt...........................................(Name of manufacturer) Hereby submit our application for Empanelment as per notice issued by you vide no. referred above. We confirm that neither we nor any of our affiliate has submitted any application other than this application directly or indirectly in response to the aforesaid notice.

We give our unconditional acceptance to the terms and conditions for Empanelment of manufacturer of agricultural drones and as a token of acceptance, I put my signature in all pages of our application along with other related documents and terms and conditions for empanelment submitted here with. We ensure that we will be abide by the guidelines, modalities, provisions etc. for community procurement, circulated time to time against SMAM/RKVVY schemes for the year, 2023-24 and 2024-25 and shall be binding on us.

We are Pleased to submit our application and empanelment security for the following agricultural drones.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Name of Drones</th>
<th>Model</th>
<th>Variant</th>
<th>MRP (Inclusive of all taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

(Attach Separate Excel Sheet)
Details of Empanelment Security:-
Amt. Rs................................. (In words)
BG Number-
Bank Name-
Date-

[Signature]
Annexure B
Application Format For Empanelment of Manufacturers of Agricultural Drones

(If necessary, separate sheet may be used)

A. Details of Manufacturer:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars/Criteria</th>
<th>To be filled By the Applicant</th>
<th>Documents to be enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Firm/Company</td>
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<tr>
<td>2.</td>
<td>Name of Manufacturer</td>
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<td>3.</td>
<td>Registered Address of Manufacturer</td>
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<td>4.</td>
<td>Contact Number of Manufacturer</td>
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<td>Phone/mobile number</td>
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<td>5.</td>
<td>Manufacturing Unit Address</td>
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<td>6.</td>
<td>Social category (SC/ST/OBC/General)</td>
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<td>7.</td>
<td>Type of organization</td>
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<td>Proprietary/Hindu Undivided family/Partnership/Co-operative/Private Ltd/Public Ltd/Self help group/others</td>
</tr>
<tr>
<td>8.</td>
<td>GST registration no.</td>
<td></td>
<td>Copy of GST Registration certificate</td>
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<td>9.</td>
<td>PAN number</td>
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<td>Copy of PAN</td>
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<tr>
<td>10.</td>
<td>Manufacturers Registration number &amp; date</td>
<td></td>
<td>Copy of manufacturer Registration certificate (Acknowledgment for EM-part-II from DIC/Certificate from Ministry of Industry/Udyog Aadhar etc.)</td>
</tr>
<tr>
<td>11.</td>
<td>Name of authorized Signatory with address and contact details</td>
<td></td>
<td>Original copy of Letter of Authorization for Authorized signatory On non-judicial stamp as per format in annexure</td>
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<tr>
<td>12.</td>
<td>Factory/Industry License no. &amp; date</td>
<td></td>
<td>Copy of Factory/Industry License</td>
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<td>13.</td>
<td>Major Activity (Manufacturing/Service)</td>
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<td>14.</td>
<td>Number of Products Manufactured</td>
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<td>15.</td>
<td>No. of Products proposed to be supplied under Govt. Scheme.</td>
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<td>17.</td>
<td>Photograph of Product &amp; Manufacturing unit</td>
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</tbody>
</table>
### Details of Agricultural Drones: (Separate sheet may be used if required) (Annexure G)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of Agriculture Drones</th>
<th>Make &amp; Model/Variant</th>
<th>Brief Technical Specification</th>
<th>Name of Testing Institute Approved By GOI</th>
<th>Test Report No. with Release Month &amp; year $</th>
<th>Validity of Test Report</th>
<th>MRP for Uttar Pradesh #</th>
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$ Copy of test report must be furnished along with application.
# MRP shall be inclusive of GST, cost of standard tools and accessories (if any) cost of minimum 12 month warranty coverage and cost delivery at Dealer/Sub-dealers counter. Beneficiary shall have complete freedom to negotiate price within MRP.
Details of Authorised Dealers in the State: (Separate sheet may be used if required) (Annexure E)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of Authorized Dealer with Address &amp; Contact Details</th>
<th>Name of District (Jurisdiction Area)</th>
<th>GST Reg. No.</th>
<th>PAN No.</th>
<th>Trade License No. &amp; Date</th>
<th>Name of Agricultural Drones for Which Dealership is given</th>
<th>No. of Drones Supplied Last year To Dealer</th>
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<td>1.</td>
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Copy of GST Reg. PAN, trade license and authorization certificate from manufacturer must be furnished along with application.

All the information and statements furnished in/with this application are true and accept that any misinterpretation contained in it may lead to our disqualification. I/we understand that decision of according approval or rejection shall be binding on me/us.

Date:-
Place:-

Signature (Authorized signatory)

Stamp
(To be typed in Rs. 100/- Non Judicial Stamp Paper)

AGREEMENT

This Agreement is made in Lucknow on this day of ...................... between M/s ..................... as First part and the Director Agriculture having his office Krishi Bhawan, Madan Mohan Malviya Marg, Uttar Pradesh as the Second Part.

Whereas M/s .................. having their registered office at ........ are entering into Agreement with Agricultural Department for supplying ........ be the farmers/beneficiary identified and recommended by the Agricultural Department more particularly described in Schedule in Annexure-C in all Districts in Uttar Pradesh either by the First part or by the authorized nominated by the First part to the farmers/beneficiary under various popularization schemes implemented through Agriculture Department Government of Uttar Pradesh.

And Whereas the Agricultural Department is acting on behalf of the farmers/beneficiary for distribution of these Agricultural Drones to the farmers/beneficiary identified under SMAM/RKVVY/ Other Schemes and recommended by the Agricultural Department and the approved dealers of M/s ................ have agreed to supply as farmers/beneficiary. M/s ................ have also agreed the responsibility for the supply of quality materials as described in Schedule in Annexure-C through their Dealers/Distributors. The agreement is entered into as per the following terms and conditions here in after appearing.

Now this deep Witnesses And it is hereby Agreed by and Between The parties As Follows:

1. M/s .............. agree to supply as per the guidelines issued by the Government of India and Agricultural Department described in Annexure C directly to the farmers/beneficiary through their dealers, in accordance with the requirement of farmers/beneficiary. This Agricultural Drones as described in Schedule in Annexure-C will be supplied and installed in the farmers’ field by M/s .............. According to the arrangements mutually agreed to between the parties thereto.

2. M/s .............. agree to supply only approved Drones as per the guidelines by Government of India/Government of Uttar Pradesh/Agricultural Department as described in Schedule in Annexure-C.

3. In respect of imported components, M/s .......... shall supply them only after getting prior approval of Government of India.

4. In case of any dispute arising out on the supply either by distributors/dealers, M/s agree to take up the responsibility.
On Completion of the delivery of the Drones to the farmers/beneficiary, the subsidy for the supplied Drones/accessories will be released to the farmers/beneficiary accounts after the completion of Physical Verification by the Agricultural Department.

6. M/s.............agree to clearly indicate the Maximum Retail Price (MRP) of the product on the product itself at prominent places and is clearly visible.

7. M/s.............agree to display the same product MRP on the websites and on the product.

8. M/s.............agree to display the product wise MRP in their showroom and the MRP displayed in the showroom is in conformity with the MRP displayed on the website and the product itself.

9. M/s.............on.....Dealer agree to allow the farmer to negotiate the maximum Retail Price (MRP) of the product approved by Agricultural Department. Once the MRP is reduced by negotiation M/s.............to purchase product throughout Uttar Pradesh.

10. M/s.............agree to provide operation/maintenance manuals to the farmers/beneficiary at the time of supply ensuring the awareness of the beneficiary. The Drones supplied by M/s.............under various schemes will be guaranteed by M/s.............for the performance as a whole for a period of one year for all the agricultural drones from the date of supply of warranty period as per M/s.............Policy accepted mutually by both the parties and for free of cost replacement of each individual spares against any manufacturing defects during the warranty period. The support also been listed and the firm M/s.............agree to attend the complaints within 7 days receipt of the same at first part end, failing which the repairs will be attended through other sources and the charges will be claimed with first part.

11. M/s.............agree to provide online complaint and redressal facilities along with helpline Numbers for farmers/beneficiary.

12. M/s.............shall have the network of sufficient after sales and service provisions in the area of operations. Such centers are expected to provide technical guidance to farmers/beneficiary, supply of spares/maintenance and satisfactory performance of the drones and give training at free of cost for maintenance, of these drones at the initial stages to the beneficiary.

13. M/s.............will confirm the supply of spare parts for the drones supplied throughout the life period of the drones.

14. M/s.............will extends all reasonable cooperation for the successful working of all drones supplied by the manufactures under subsidy scheme.

15. This agreement shall come into force on.............And shall be valid till it is altered, amended, repealed or otherwise cancelled after giving 15 days clear notice by either party. The Agricultural Department reserves the right to terminate the agreement.
without assigning any reasons whatsoever on any day after giving fifteen days notice to M/s.................Such termination of the agreement will operate only from the date specified in the notice. In respect of all transactions and commitments made by either of the parties before the date of such termination of agreement the mutual rights and obligation under this agreement shall continue to operate.

16. it is fully agreed that the violation of any of the clauses of the agreement will result in the Forfeiture of the security deposit besides making good the consequent loss caused.

17. If any question of differences arise, between the parties on any clause or things herein contained or the constructions hereof as to any matter in any way connected with arising out of these presents of the operation thereof or the right, duties, liabilities of either party in connection with promises then and in every such case, unless the parties concur in the appointment of single arbitrator, the matter in difference shall be referred to two arbitrators one to be appointment by each party to the difference or to any umpire appointed by the arbitrators in accordance with the provisions of the arbitration Act, 1940 or any then subsisting statutory modification thereof on each of the parties shall do all acts and things and execute all deals and instruments necessary to give effect to the award to be made pursuant to this submission. All such arbitration proceeding shall take place in the city of ........

Party of first part
For M/s..............
(Authorized Signatory) Signed and delivered in the presence of (Witness)

Annexure-C
List of Drones to be Empaneled Part 1

<table>
<thead>
<tr>
<th>Agricultural Drones (Kisan Drones)</th>
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<tbody>
<tr>
<td>1 The Agricultural Drones (Kisan Drones) should be DGCA approved and registered at digital sky portal under appropriate category.</td>
</tr>
<tr>
<td>2 The drone should have all safety features like sensor-based collision avoidance, terrain following, first person view camera, auto return to launch point etc.</td>
</tr>
</tbody>
</table>
Annexure-D

(To be on non-judicial stamp paper of Minimum Rs. 100/-)

We (name are address of the registered office of the manufacture as applicable) do hereby constitute, appoint and authorize Mr./Ms. (Name & residential address) who is presently reemployed with us and holding the position of .............As our true and lawful authorized signatory, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our application for Empanelment of Manufacturers of Agricultural Drones in response Notice No. Agri/..............Dtd:..............by the Director Agriculture, Uttar Pradesh on behalf of the agriculture department of Uttar Pradesh including signing and submission of the application and all other documents related to registration, including but not limited to undertaking, letters, certificates, acceptances, clarifications, guarantees or any other document which is authority/purchaser may require us to submit. The aforesaid authorized signatory is further authorized for making representations to the Authority/Purchaser and providing information/responses to representing us in all matters before Authority/Purchaser and generally dealing with Authority/Purchaser in all matters in connection with Empanelment.

We hereby agree to ratify all acts, deeds and things done by our said authorized signatory pursuant to this Authorization and that all acts, deeds and things done by our aforesaid authorized signatory shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the process of Empanelment.

..............
Signed by the within named
(Insert the name of the executants company)
Through the hand of

Mr. ..............
Duly authorized by the board of issue such authority
Dated this ..............day of ..............
Accepted

..............
Signature of Attorney
(Name, Designation and Address of the Authorized Signatory)
Attested
..............
(Signature of the executants)
(Name, Designation and address of the executants)

..............
Signature and stamp of Notary of the place of execution
Common seal of ..............has been affixed in my/our presence to board of director’s Resolution dated

WITNESS
(Signature) Name.............. Designation............... 
(Signature) Name.............. Designation...............
**Annexure-E**

D. Details of Authorized Dealers in the State: (Separate sheet may be used if required)

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of Authorized Dealer with address &amp; Contact Details</th>
<th>Name of District (Jurisdiction)</th>
<th>GST Reg. No.</th>
<th>PAN No.</th>
<th>Trade License No. &amp; date</th>
<th>Name of Agricultural Drones for Which Dealership is given</th>
<th>No. of Drones supplied last year to Dealer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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**Annexure-G**

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of Agricultural Drones</th>
<th>Make &amp; Model</th>
<th>Brief Technical Specification</th>
<th>Operated by</th>
<th>Name of Testing Institute approved by GOI</th>
<th>Test Report No. with release month year</th>
<th>Validity of Test Report</th>
<th>MRP for Uttar Pradesh</th>
</tr>
</thead>
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