

(To be executed on Rs. 200/- non-judicial stamp paper to be notarized)

Agreement between the Department of Agriculture and the Selected Kisan Drone Manufacturer under FM Schemes for the year 2023-24.

AGREEMENT

This agreement is entered on this daythe..... of (month) of **2023-24** (Year) between the **Department of Agriculture** having its Office at Chuttugunta Circle, Adjacent to Rythu Bazar, Guntur

and

M/s Manufacturer of Kisan Drone represented by its(Designation) Sri / Smt S/o Sri aged years, herein after called the Manufacturer towards the supply of Kisan Drones under Centrally sponsored Scheme of Dept of Agriculture during the year 2023-24.

The selected Kisan Drone Manufacturer agree to the following terms and conditions:

- i. Shall furnish the **Self Declaration in separate sheets** on
 - The turnover of the firm last three financial years or from the date of establishment of the firm which ever is applicable
 - The firm is not blacklisted under any State or Central Government

schemes anywhere in the Country.

- The firm has the necessary infrastructure and required technical manpower to manufacture the products mapped during the registration
 - The firm has ____ number of employees registered under the EPF scheme and ESI scheme and their EPF and ESI deductions are remitted to the account regularly.
 - The Manufacturing unit has the required valid powersupply for operating the unit
 - Required number of spares will be kept with the service centers
 - The firm that they shall not join in a syndicate and mention the price
 - Shall supply only the models which were issued DGCA type certificate.
 - Shall not raise bills for the existing KISAN DRONE with the farmer. Shall not exchange with existing KISAN DRONE
 - Shall emboss/ engrave with the marking “ KISAN DRONE SUPPLIED ON SUBSIDY UNDER Y.S.R.YANTRA SEVA PADHAKAM 2023-24” or as communicated by the State office
 - Self-declaration for import items as per proforma enclosed (Annexure 1).
- ii. **The EOI document issued with notification shall be treated as a part of the Agreement and the terms and conditions indicated in the EOI document shall be considered as the terms and conditions of the Agreement.**
- iii. **The manufacturer shall be aware of Drone Rules-2021 and follow its amendments thereafter scrupulously without exception.**
- iv. **The manufacturer shall be aware of the DGCA compliances and shall follow the same without exception.**
- v. The manufacturer shall supply only empaneled DGCA approved Kisan Drones only.
- vi. As per Drone Rules-2021, the Manufacturer shall supply the drones that are registered in DIGITAL SKY platform of DGCA and assigned UIN number in the name of beneficiary
- vii. As per Drone Rules-2021, the Manufacturer shall arrange 3rd party insurance to the Kisan Drones supplied covering the compensation to the property or persons damaged.
- viii. The Manufacturer shall supply the Kisan Drones to the beneficiary to the RBK at the cost of the firm.
- ix. The manufacturer on empanelment should submit an Earnest Money Deposit (EMD) for the amount as decided by the competent authority in the form of Demand draft issued by a scheduled/Nationalized Bank of India in favor of Special Commissioner of Agriculture, Andhra Pradesh payable at Vijayawada. The EMD shall be valid for 12 months from the date of empanelment. No interest shall be payable on EMD under any circumstances.
- x. The manufacturer on empanelment should submit Bank Guarantee for

- the amount as decided by the competent authority as security check.
- xi. The manufacturer shall furnish district wise authorized dealers and arrange supply of Kisan drones only through authorized dealers only. In case of inclusion/modification of dealers, manufacturer shall inform the same to the Dept of Agriculture for inclusion as authorized dealer for the firm. The supply of kisan drones or any business transaction under dept scheme shall be allowed only after the intimation to the Department.
 - xii. To establish authorized service centers in all the districts to assist the beneficiaries and to provide onsite & offsite assistance and undertake repairs if any with in 5 days and preferably in less than 48 hours.
 - xiii. The manufacturer shall agree to send the invoices claimed by the dealer/manufacturer to the Sales Tax department for cross-verification on tax payment/input claimed as and when required.
 - xiv. Manufacturer should furnish the offer price (inclusive of taxes) of the Kisan drone along with accessories/attachments as indicated in the unit cost in the EOI document for supply under the various Farm Mechanization subsidy schemes. The price quoted by the Firm shall not be more than the prevailing market price of the same or similar equipment within or outside the State. If the contrary is proved, Dept will initiate action for blacklisting the Firm / Dealer duly following the procedure. A hard copy along with prices mentioned in the prevailing market is to be furnished along with this agreement.
 - xv. The Manufacturer should furnish the User manual and the Brochure/ leaflet to the customer who purchases the Kisan Drone. Details of the coverage of the Warranty period with a Date stamp is to be given to the customer at the time of delivery. Details of the service centers available nearby to customers should be intimated to the customer.
 - xvi. The manufacturer shall agree that in case of non-fulfillment of the obligation of supply of Implements/equipment, as per beneficiary choice and as per the orders / Specifications/quality, shall allow the farmer group to buy from another manufacturing firm. The expenditure incurred/claimed by the group for travel has to be borne by the manufacturer who failed to supply.
 - xvii. The agreement is valid up to 31-05-2024 and as per the decision of the Dept of Agriculture issued subsequently.
 - xviii. The beneficiary shall place orders on the Manufacturer or its dealer. The Manufacturer/ dealer has to ensure the supply of the same immediately or within 10 days from the date of receipt of the order for the KISAN DRONE unless mutually accepted in writing by the beneficiary and also for the delay in receipt of Kisan drones.
 - xix. The Department can take up verification on price, and quality from time to time in the interest of the farming community through 3rd party firm members in squads.

- xx. In the event of any failure to supply the indented quantity on time or in the event of failing to supply the kisan drone which conforms to the empanelled specifications, the department has the right to prosecute and take appropriate action, besides initiating suitable legal action.
- xxi. The Manufacturer/ dealer shall not deliver the implements/equipment without a valid purchase order from the beneficiary.
- xxii. All the manufacturers of Kisan drones must engrave/ emboss the information “KISAN DRONE SUPPLIED ON SUBSIDY UNDER Y.S.R.YANTRA SEVA PADHAKAM 2023-24” or as communicated by the State Office.
- xxiii. As per DBT method, beneficiary Groups have to purchase/procure KISAN DRONE by paying full cost and subsidy will be transferred to beneficiary group accounts after the grounding of the unit.
- xxiv. Since, Govt already made tie-up arrangements for the sanction of bank loan to the farmer group for 50% of unit cost, to reduce the burden on the farmer group as below
- Purchase/procurement of KISAN DRONE by the farmer group with payment of 50% of KISAN DRONE cost to the supplier along with purchase order. Cash transactions should not be accepted by dealers/ manufacturers
 - Payment of the balance 50% of the KISAN DRONE cost to the supplier by the APCOB/DCCB / any nationalized banks after delivery of the KISAN DRONE and confirmation of the Department of Agriculture.
 - Transfer of Subsidy (up to 40%) to beneficiary group bank account by the State Govt on the processing of subsidy claim.
 - Subsidy amount shall be released to farmers group accounts from O/o Commissioner of Agriculture as detailed in Guidelines.
- xxv. In case of any disputes/differences arising out of the agreement the parties should attempt to settle the dispute through mutual and amicable discussions. If the dispute is not settled through such discussions, the matter shall be referred/settled as per Arbitration & Conciliation Act.1996.
- xxvi. Any notice or communication or letter addressed to the addressee of either party mentioned in this agreement is deemed to be sufficient notice for all purposes of this Agreement.
- xxvii. The place where this agreement is implemented, it is mutually undertaken and agreed by and between the parties and this agreement shall be deemed to have been entered by the parties concerned at the Courts of law situated at Guntur only shall have the jurisdiction to entertain the said litigation arising out of this Agreement.

xxviii. Punitive Actions:

1. Punitive action includes but not limited to a warning, a penalty by the Spl Commissioner of Agriculture, AP, forfeiting of bank guarantee, black listing and legal action depending on the gravity of the fault/offence, any one or more than one punitive action may be imposed at a time.
2. Under following circumstances punitive actions will be imposed.
 - a. If the Drone supplied by the manufacturer or supplier does not match Type Certified by the DGCA or Quality Council of India
 - b. In case of detection of failures or supply of poor quality Drone and its attachments, the concerned firm will be issued warning for the first offence. In case of subsequent offences, the Firm will be de-empaneled and restricted from participating in any Scheme throughout the state in addition to invoking of bank guarantee. In addition, the manufacturer has to pay back entire amount to the buyer.
 - c. If the Manufactures fail to provide free services during the warranty period as finalized by the SLTC, appropriate action will be taken against them, including and not limited to forfeiting of bank guarantee/ security deposits and blacklisting.
 - d. If false documents are found to be submitted at the time of empanelling, the empanelment of such firms will be cancelled, blacklisted and their bank guarantee will be forfeited.
 - e. If the Manufacturer/Supplier is found supplying the same Model of Kisan Drone at a lower price than the quoted price in this empanelment in any other Schemes/Department or in open market.
 - f. The Manufacturer/ Supplier should not have been blacklisted before or adversely mentioned by any Government Department. Such empanelled firm will be blacklisted.
3. In case of default by the Manufacturer/ Supplier, the EMD deposited/ Security Bank Guarantee submitted by them will be forfeited to the Government and the firm will be blacklisted.
4. For any lapse by the authorized entity in any matter from the firm, the firm is liable for penalty and further legal action including but not limited to forfeiting of bank guarantee/ security deposits or blacklisting.

5. The Government of Andhra Pradesh or Department of Agriculture may on their own or through their Authorized Entity may hold a Third-Party Inspection of the Drone Supplied. If the Drones supplied does not comply with Type Certified by the DGCA, then the Manufactures liable for penalty and further legal action including but not limited to forfeiting of bank guarantee/ security deposits or blacklisting.

The agreement is valid up to 31-05-2024 and as per the decision of the Dept of Agriculture issued subsequently.

. Legal Jurisdiction:

1. Arbitrations if any to be negotiated by the Spl.Commissioner of Agriculture, Department of Agriculture, Government of Andhra Pradesh, Guntur.
2. For any legal remedies, the court at Guntur, Andhra Pradesh shall be the Jurisdiction.

Department of
Agriculture

On Behalf of the firm

Signature of the
authorized person:

Signature of the
authorized person

WITNESSES

- 1.
- 2.

Annexure 1

**SELF AFIDAVIT- DECLARATION CUM CONFIRMATION OF PRODUCTS /
EQUIPMENT OFFERED ON IMPORT**

A) I, Mr.Proprietor/
Managing Partner/ authorized person representing
M/sto deal
with all types of contracts, tenders, and conclusion of agreements and deal
with all legal aspects of our Firm / Ltd Company / Corporate Company, located,
Head/branch office at (Place with full
address) do hereby declare that We import and deal, market the following
equipment in the Indian market with various Departments and Agencies. We
import the equipment as total with prime movers, and we do not modify/alter
equipment in any form manufactured by the original manufacturer in the
brand name of the Principle manufacturer. The equipment offered by us is
manufactured by M/s_____originated
in(Country) and confirmation letter from
the manufacturer authoring us to deal the products in India and the certificate
of Origin issued by Chamber of Commerce and Industry of the originated
country in evidence of import is also submitted herewith for record and
verification.

B) Further we declare that we manufacture /assemble and offered the Kisan
drone/equipment in our offer letter dtare fully made in India
at our factory located at The Prime movers used
for the equipment are imported directly by us and the Origin of the country
is and at any point, the parts required for manufacturing
/assembling the equipment in full or partly including the Engines are not imported
from China, Mainland and used by us at any point of time. In case the
Department found that equipment is imported fully or partly from China and that
our declaration is found to fall, our company can be Blacklisted for a period of
SIX years and initiate any legal action on me / our company and prosecute
criminal action as per law.

WE / I made this declaration on this day Month Year and take
an oath that the information submitted by us / me and signed by me is true
to all my best

SIGNED IN PRESENCE OF ME

(Signature)

ATTESTED BY NOTARY