

অসম চৰকাৰ



GOVERNMENT OF ASSAM

DIRECTORATE OF AGRICULTURE
KHANAPARA: GUWAHATI-22

EXPRESSION OF INTEREST (EoI)
FOR

**Empanelment of Implementing Partner for
Oil Palm Development Programme in the
State of Assam under NMEO-OP 20221**

REFERENCE: NO. AGRI/NMEO-OP/MoU/102/2021-22/66 DATE: 20/12/2021



DIRECTORATE OF AGRICULTURE, ASSAM:: KHANAPARA:GUWAHATI-22
Email :agri-dept@nic.in&nfsmassam@gmail.com

NO. AGRI/NMEO-OP/MoU/102/2021-22/66 DATE: 20/12/2021

NOTICE INVITING EXPRESSION OF INTERSET

The Director of Agriculture, Assam, Khanapara, Guwahati-22 invites Expression of Interest (EOI) from eligible registered firm/company/associations formed specially for development, cultivation & processing of Oil Palm in the country for development and area expansion of Oil Palm cultivation & processing in the 18 selected districts of Assam viz. Cachar, Chirang, Dhemaji, Dibrugarh, Dima Hasao, Goalpara, Golaghat, Hailakandi, Jorhat, Karbi Anglong, Karimganj, Kamrup, Lakhimpur, Nagon, Sonitpur, Tinsukia, , Udalguri & West Karbi Anglong under the scheme National Mission of Edible Oils-Oil Palm (NMEO-OP) 2021-22.

Application forms along with Terms & Conditions shall be available in the office of the undersigned from 21/12/2021. The same is also made available in the departmental website www.diragri.assam.gov.in.

Last date of submission of applications along with required documents, certificates etc. as per TOR is 7th January 2022 and the same should be submitted to the following address.

Nodal Officer, IPMU-RKVY-NFSM, Directorate of Agriculture, Krishi Bhawan, Khanapara, Guwahati-781022, Assam

Empanelment Security for an amount of Rs.5,00,000.00/- (Rupees five Lakh) only in the form of FD/TDR favouring 'The Director of Agriculture, Assam, Khanapara, Guwahati-22' and with minimum 3 (three) years validity shall have to be submitted along with the application form.

Director of Agriculture, Assam
Khanapara, Guwahati – 22

**Application Format for Empanelment of Implementing Partner for Oil Palm Development
Programme in the State of Assam under NMEO-OP 20221**
(If necessary, separate sheet may be used)

SN	Particulars/ Criteria	To be filled up by applicant	Documents to be enclosed
1.	Name of Company/Association		Covering Letter with General particulars of the applicant as per prescribed format in Annexure-II
2.	Name of Item/items for which EoI is submitted		
3.	Registered address:		
4.	Name of authorized Signatory with address and contact details (e-mail, mob etc.):		Original copy of Letter of Authorization for Authorized Signatory on non-judicial stamp paper of Minimum Rs. 100/- as per format in Annexure-III
5.	GST Reg. No.:		Copy of GST Registration certificate
6.	PAN:		Copy of PAN
	ITR for last 2 (two) years		
7.	Factory/Industry license no. & date		Factory License from Govt. agency
8.	Manufacturing License no. & date		Manufacturing license from Govt. agency.
8.	Firm/Company/ FPO/ FPC Registration No. & date		Firm/Company/ FPO/ FPC Registration certificate
9.	In case of partnership firm Registered Partnership Agreement		Registered Partnership Agreement
10.	Seed production license no & date		Certificate from Govt. agency
11.	MOU with other states (Yes/No)		Provide relevant document
12.	Present capacity of- (Oil Palm) (i) Seed Production (ii) Seedling Production		Attach detail in company's letter head.
13.	Seed import experience (Yes/NO)		If yes, Give Detail, duly signed
14.	Detail of Work experience in last 3 years		One page note, duly signed

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 of our application shall be binding on me/ us.

Date:

Place:

Signature with seal: (Authorized Signatory)

69

Annexure-II

Format for Covering Letter for Empanelment of Implementing Partners for Oil Palm Development Programme in the State of Assam under NMEO-OP 20221

(Covering letter should be on the Letter Head of the Company/Association)

Ref.No. _____ Date: _____

From: (Insert name and address of the Company/Association)

To: The Director of Agriculture, Assam
Khanapara, Guwahati-22

Dated: the _____ day of _____ 2021

Sub: Application for Empanelment of implementing partners for Oil palm development programme in the state of Assam under the scheme NMEO-OP 2021-22

Ref: Notice No. _____ Dtd. _____

Dear Sir,

I, Shri/Smt _____ being an authorized signatory, on behalf of _____ (name of Company/Association) 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 & Conditions for Empanelment of implementing partners for Oil palm development programme in the state of Assam under the scheme NMEO-OP 2021-22 and as a token of our acceptance, I put my **signature in all pages** of our application along with other related documents and Terms & Conditions for Empanelment submitted herewith. We ensure that we will be abide by the guidelines, modalities, provisions etc. made by your government for the said empanelment.

We are pleased to submit herewith our application and empanelment security deposit for the EOI mentioned above. The detail of security deposit is mentioned herewith for your kind information-

1. Empanelment Security amount: Rs. 5,00,000.00 (Rs. Five lakh only)
2. FD/TDR no:
3. Date:
4. Bank:
5. Branch address:

Thanking you,

Yours faithfully,

Signature: (Authorized Signatory)

Date:

Place:

Annexure-III
Format for 'Letter of Authorization for Authorized Signatory'
(To be on non-judicial stamp paper of Minimum Rs. 100/-)

Attach a passport
size photograph
of authorized
signatory

Know all men by these presents, We (name and address of the registered office of the company/association) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed 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 implementing partners for Oil palm development programme in the state of Assam under the scheme NMEO-OP 2021-22, in response Notice No. ----- Dtd: ----- by the Director of Agriculture, Assam, including signing and submission of the application and all other documents related to registration, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the authority may require us to submit. The aforesaid authorized signatory is further authorized for making representations to the authority 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 executant's company)
through the hand of
Mr _____
duly authorized by the Board to issue such Authority
Dated this _____ day of _____

Accepted

Signature of Attorney
(Name, designation and address of the Authorized Signatory)

Attested

(Signature of the executant)
(Name, designation and address of the executant)

Signature and stamp of Notary of the place of execution
Common seal of _____ has been affixed in my/our presence pursuant to Board of Director's Resolution dated _____

WITNESS

(Signature) Name _____ Designation _____

(Signature) Name _____ Designation _____

Annexure-I

Payment prescribed for the FFBs to the farmers by GOI

Oil Year	Minimum Payment schedule by industry to farmers (as % of CPO)		Difference to be paid by GOI to the farmers	
	Rest of India	North East states	Difference to be paid by GOI in North East states for parity with ROI	Payment of VGP by GOI to farmers as (Viability price-Formula price)
1 st Nov 21 to 31 st Oct 28	14.30	12.30	14.30-12.30=2%	(Viability price-Formula price) x 100%
1 st Nov 28 to 31 st Oct 31	14.55	13.05	14.55-13.05=1.5%	(Viability price-Formula price) x 75%
1 st Nov 31 to 31 st Oct 34	14.80	13.80	14.80-13.80=1.0%	(Viability price-Formula price) x 50%
1 st Nov 34 to 31 st Oct 37	15.05	14.55	15.05-14.55=0.5%	(Viability price-Formula price) x 25%
1 st Nov 37 onwards	15.30	15.30	15.30-15.30=0%	0

*Subject to the condition that together with industry payment and NER special payment by GOI, it does not exceed the viability price declare by the GOI.

**TERMS OF REFERENCE FOR EMPANELMENT OF IMPLEMENTING PARTNERS FOR OIL
PALM DEVELOPMENT PROGRAMME IN THE STATE OF ASSAM UNDER NMEO-OP 2021-22**

1. Introduction:

Considering the growing domestic demand for edible oils and the cost to the exchequer on account of imports, the urgency of scaling up the oil palm area is a matter of national interest and therefore the Government of India has launched a new Central Sector Scheme- "National Mission on Edible Oils- Oil Palm" in the month of August' 2021 to make the country self-reliant in the edible oil sector. The scheme is initially announced to be implemented for five years *i.e.*, 2021-22 to 2025-26. To support the oil palm and edible oil sector of the country, by launching the new scheme NMEO-OP, GOI has also declared a substantially increased subsidy on the ongoing components & inputs required for Oil Palm cultivation, which were previously provided under National Mission on Oilseeds & Oil Palm. Moreover, to insulate the farmers from the volatility of the international Crude Palm Oil prices, the GOI has also formulate new price policies for the Fresh Fruit Bunches (FFBs) which will ensure the remunerative return of the oil palm farmers.

2. Potentiality of Oil Palm cultivation in Assam:

Oil Palm is being cultivated in Assam since the launching of previous Oil palm mission in the year 2014-15 *i.e.*, under National Mission on Oilseeds & Oil Palm (NMOOP). Only two project districts have been selected viz. Goalpara & Kamrup Rural under this scheme and till date 2201 ha has been covered under oil palm cultivation in those districts. A total of 1598 ha has come under fruiting stage, but due to lack of processing plants, the FFBs are being transported in outer state.

The Indian Institute of Oil Palm Research (IOPR-ICAR), as per GOI directives, in their reassessment report 2020 has identified an area of 3,75,428 ha as potential for Oil Palm cultivation in the state of Assam.

3. Area Expansion Plan:

Based on the report of IOPR, the GOI has initially approved 10 districts of Assam for Oil palm cultivation programme for next five years. However, after getting responses from District Agricultural Offices of Assam about the potentiality of Oil Palm area, the matter has been apprised to the GOI & later approved 18 districts under this mission. The

year wise target for next five years (up to 2025-26) under Oil Palm area expansion programme is as follows-

YEAR WISE TARGET FOR OIL PALM AREA EXPANSION:

SL NO	YEAR	AREA EXPANSION PLAN (HA)
1	2021-22	1,500
2	2022-23	2,500
3	2023-24	86,000
4	2024-25	1,00,000
5	2025-26	10,000
	TOTAL	2,00,000

4. Zone Demarcation:

As mentioned, Gol has already approved eighteen (18) districts for expansion and development of Oil Palm in the state of Assam, and as per guideline of GOI, the Govt. of Assam has divided the selected 18 districts in to six (6) Zones as mentioned below-

SL NO	ZONES	DISTRICTS
1	Zone - i	Dhemaji & Lakhimpur
2	Zone - ii	Jorhat, Golaghat, Dibrugarh & Tinsukia
3	Zone - iii	Karbi Anglong, West Karbi Anglong & Dima Hasao
4	Zone - iv	Kamrup, Goalpara & Nagaon
5	Zone- V	Udalguri, Chirang & Sonitpur
6	Zone -vi	Hailakandi, Cachar & Karimganj

5. The price policy:

For the first time, the concept of Viability Price (VP) for the Fresh Fruit Bunces (FFBs) has been introduced in the country, which will be the mechanism for the assured returns to the farmers. This will take care of the fluctuation of international Crude Palm Oil Price and will guarantee a price of the FFBs with an objective formulation. The VP of FFBs shall be declared by the Department of Agriculture & Farmers Welfare in the month of November each year and this will be 14.3% of the annual average price of CPO of the last five years adjusted with the Wholesale Price Index (WPI) of all India. Further, for assured payments to the farmers, a concept of Formula Price (FP) has also been decaled by GOI,

which will be 14.3% of average monthly (of the preceding month) landed COP price. The FP will be used for calculation of Viability Gap funding every month.

In this new scheme, if the payment to the farmers by the Industry is below the Viability Price, the Government of India will provide a viability gap funding to ensure that the farmers payment reaches the Viability Price. While, for the calculation of Formula Price, a constant of 14.3 % of CPO has been taken, for the minimum industry payment to the farmers, this will increase gradually. To give impetus to the North Eastern states, especially because of existing terrain, tough conditions & need for investment in the industry, the Government of India has declared to provide a special payment for NER to ensure that the farmers are paid at par with the rest of India. (Annex-I)

6. Selection of Implementing Partners:

As per guideline, to develop and expand the oil palm cultivation in the state, Implementing Partners are to be engaged with the responsibility of development and expansion of oil palm in the entrusted Zone/s (Cluster of Districts) only. The implementing partners will be selected through EOI, and the selected partners /agencies will be allotted the districts as per the above zones. A tripartite Agreement is also to be executed between the state government, implementing partner & oil palm farmers after the allotment of zones.

The following are the Terms of Reference for selection & empanelment of implementing partners-

TERMS & CONDITIONS OF FOR EMPANELMENT OF IMPLEMENTING PARTNERS FOR OIL PALM DEVELOPMENT PROGRAMME UNDER NMEO-OP 2021-22

General information:

- 1) Only Companies/Associations having minimum 3 years of experience in development or plantation and minimum 3 years of experience processing of Oil Palm, in India or abroad can participate in the empanelment of Implementing Partners for Oil Palm Developmental programme under NMEO-OP 2021-22.
- 2) The validity of the empanelment will be for 5 (five) years from the date of finalization of the empanelled manufacturers.
- 3) **Empanelment Security is mandatory.** Application shall be rejected outright in case of failing to deposit of Empanelment Security of Rs.5,00,000.00/- (Rupees Five Lakh) only. The Empanelment Security is refundable after completion of validity period of 5(five) years.

- 4) Applications submitted as per scheduled date shall only be accepted. Late submission of application shall be liable for rejection.
- 5) Application must be accompanied with following documents:
- i) Duly filled up application form (*If necessary, separate sheet may be used*);
 - ii) Covering Letter as per prescribed format in **Annexure-II**.
 - iii) Original copy of Letter of Authorization for Authorized Signatory on non-judicial stamp paper of Minimum Rs. 100/- as per format in **Annexure-III**.
 - iv) Copy of MOU made with other state regarding oil palm development, if engaged.
 - v) Copy of PAN and GST Registration certificate.
 - vi) Copy of Company/Association registration certificate.
 - vii) Factory/ Industry License No. & date (In case of company/association having oil palm processing facility/facilities)
 - viii) Manufacturing License No. & date (In case of company/association having oil palm processing facility/facilities)
 - ix) Certificate of seed production/import of oil palm seeds. (or to furnish detail of import/supply of seeds)
 - x) Present capacity of – (i) Seed Production (ii) Seedling Production (Nursery Wise) of the company/association, to be declared in their letter head with seal & signature of the authorized person.
 - xi) Short write up on Developmental Work on Oil Palm carried out in other states during last three years. To be endorsed by authorized signatory.
 - xii) Copy of this 'Terms & Conditions for Empanelment of "Implementing Partners for Oil Palm Development Programme under NMEO-OP 2021- 22 "' duly signed by the applicant;
- 6) Applicant must put his/her signature in all pages of all the documents mentioned in clause No.5 above. Submission of incomplete application shall be liable for rejection.
- 7) The Empanelment Security amount of Rs.5,00,000.00/- (Rupees Five Lakh) should be in the form of FD/TDR pledged in favor of 'The Director of Agriculture, Assam, Khanapara, Guwahati-22' and must have minimum 3 (three) years validity.

TERMS & CONDITIONS

1. The Government of Assam, represented by the Director of Agriculture, Assam State, Khanapara, Guwahati-22 hereinafter referred to as Director and the Implementing Partners (Company or Association), with sufficient experience in Oil Palm

Partners (Company or Association), with sufficient experience in Oil Palm development/plantation/processing hereinafter referred to as **Company**. The Government of India, hereinafter referred to as **GOI**.

2. Whereas, "Oil palm" means the palm of the genus *Elaeis* and includes species, *E. guineensis*(variety **Tenera**) and the "Produce of Oil palm farmers" means the **Fresh Fruit Bunches (FFBs)**.
3. Whereas, the Director desires for area expansion under oil palm cultivation in the state of Assam to benefit the farming community while also meeting edible oil requirement of the country. The individual farmers taking up such cultivation should be able to sell their FFBs at the price formulated by the GOI (Viability Price) as per new price policy to the empanelled company.
4. Whereas, the Director, as per GOI approvals has decided for expansion of Oil palm area up to 2 lakh has in next five years (2021-22 to 2025 -26). The Director, following the approval of GOI, has identified 18 potential districts and demarcated the districts into six (6) zones for ease of monitoring, operation and handing over to company.
5. Whereas, the Director intend to promote oil palm cultivation and processing facilities in earmarked/allotted area in the state of Assam for Oil palm development programme under National Mission on Edible Oils- Oil Palm (NMEO-OP) of GOI.
6. Whereas, the Director desires to promote and develop oil palm cultivation in the state of Assam through private/public companies who have sufficient experience in development & extension of Oil palm cultivation/processing within or outside the country.
7. Whereas, the Director intend to select the desirable company through Expression of Interest (hereinafter referred to as **EOI**).
8. The Company, therefore, during participating in the EOI, must have ensure the desired experience along with financial credentials and other relevant parameters as stated in general information.
9. The basic requirement for expansion of Oil palm area is "Quality Planting Material" (hereinafter will be referred as **Seedling**) and the company must ensure the availability of minimum one sixth($1/6^{\text{th}}$) part of total seedlings requirement of the state for next five years *i.e.*,to cover 2 lakh ha during 2021-22 to 2025-26.
10. The Company will submit their Oil Palm area expansion target and component wise AAP to the state for its inclusion in the AAP of the state (Duly approved by SLSC). The

Company will be allowed to involve in raising and handholding existing nurseries (nursery raised by FPO/FPCs), seed garden establishment, supply of planting materials, maintenance and Inter cropping during gestation period, installation of drip irrigation, water harvesting structure, harvester group management, setting up of oil palm processing mills, capacity building of farmers, officer, input dealers, factory workers & project management units as per the target of NMEO-OP.

11. The Director, will come in to an partnership agreement with the empanelled companies to ensure quality service and maintaining the laws/rules as fixed by the GOI & the Director.
12. The Director desires the company, once qualified and empanelled, must agree to abide by the following conditions, breach of which will terminate the agreement of partnership without prior notice.

Therefore, the following conditions are desired to be agreed by the company-

- i. The company shall abide by the conditions issued from time to time by the Director.
- ii. The company shall take the activity of development of oil palm cultivation and processing in the allotted zone/sonly under the provision of Draft Oil Palm(Regulation and Processing) Act,2013 and its final outcome.
- iii. The company shall follow the instructions of the Director for cultivation and processing of Oil palm from time to time in the allotted area to the company.
- iv. The company shall not involve themselves in any activity relating to the development of oil palm cultivation in any areas other than what is allotted to them in the state of Assam, without the prior direction of the Director in this regard.
- v. The company shall not unnecessarily interfere in the work of Development of Oil palm in the areas where some other company has been allotted for such work.
- vi. The company will prepare a priority list of district clusters before commencing the actual field activity and submit it to the Director for consideration.

vii. The following are the role of the company, as desired by the Director and to be agreed and abide by the company, in regard to **SETTING UP OF OIL PALM NURSERY-**

- a. The Director will allow only Farmer Producer Company/Organisation (Hereinafter referred to as **FPC/FPO**) to avail the facilities/subsidy of NMEO-OP to raise Oil Palm nursery. Already four nurseries have been set up by such farmer groups in Kamrup, Chirang, Dhemaji & West Karbi Anglong.
- b. The Director will not provide any land or any additional facilities to raise nurseury to the FPO/FPCs beyond the provision of NMEO-OP scheme fixed by the GOI.
- c. However, the company can setup their own Oil Palm nursery/Seed Garden of their own at their own cost.
- d. The Director desires the company to handhold the existing/upcoming nurseries providing them quality seeds, technical guidance etc. and also to help in marketing /selling the oil palm seedlings in their allotted zone/s.
- e. The company must ensure that the quality of seeds for oil palm nursery is certified and authenticated by IOPR-ICAR.
- f. The company must come to an agreement with the oil palm nursery owner (FPC/FPO) in regard to the subclause 11.vii (d) and will strictly comply with the agreement for win-win situation of both the parties.
- g. The company must ensure the vigilance of the Post Entry Quarantine Inspection, whenever required, to the existing nurseries (with whom they came into an agreement) as per regulation of the Central Government & Directorate of Plant Protection, Quarantine & Storage.

viii. The following are the Roles, the Director desires to perform by the company regarding development and extension of Oil Palm cultivation in the state.

- a. The company will evaluate the potentiality of the allotted zone for oil palm cultivation in close coordination with the District Agricultural Officer and the notified officer/team of officers of the concerned districts of the zone.

- b. The company shall ensure that no deforestation or animal hazard happens while cultivation of oil palm in their allotted zone.
 - c. The company will check and evaluate each and every farmer's field as submitted by the district office for essential requisites like soil type & quality, water level, nutrient status etc. to assess the suitability of land for oil palm cultivation.
 - d. However, the company can ask for Soil testing fee from the farmer as per GOI rate, if the farmer don't have Soil Health Card. The Director will not take any responsibility in this matter.
 - e. The company will train, educate and motivate the farmers for Oil Palm cultivation and share any new scientific technology released by IOPR-ICAR. The company must ensure that any kind of technical training and guidance to the farmers must have validation of IOPR-ICAR.
 - f. The company shall organize campaigns and meetings to motivate and train the farmers to bring targeted area under oil palm cultivation.
 - g. The company will supply the seedlings to their farmers only through their allotted nurseries only or as agreed with the existing nurseries raised by the FPO/FPC. The price of the seedlings shall be as per the new price policy of GOI.
 - h. The company shall carry out activities as per the directives issued by the Director. The detail of extension activities to carry out including staffing pattern shall be submitted to the Director for consideration without any financial liabilities from the Director for these staff.
 - i. The company shall facilitate the oil palm farmers in the allotted area of cultivation to avail credit facilities from commercial banks/NABARD/Co-operative banks/any other financial institutions.
- ix. **The following are the Roles, the Director desires to perform by the company regarding procurement & payment of FFBs-**
- a. The company shall purchase entire FFBs from the farmers of allotted zone at the price fixed/declared by the GOI as per the new price policy (Viability Price) and shall pay the farmers within 7 days of purchasing.
 - b. The price of FFB will change time to time as per GOI norms and the company shall follow the same while paying the farmers.

- c. The transportation charge from field to processing site or any other location shall not bear by farmers and the same shall not affect the FFB price as fixed/declared by GOI.
 - d. For aggregation and collection, the company may set up collection centres at the nearest step of farmers for collecting the FFB.
 - e. In case of failure in purchase of FFB in time by the company, farmers of the existing plantation within allotted zone shall be compensated for loss occurred at the approved rate by the company.
 - f. The company shall not claim any harvesting, pre-processing or any other related charges from the farmers during the procurement process.
 - g. The company shall update their every procurement to the District Agricultural Officer in writing.
 - h. The company will come into a tripartite agreement between the Director, farmer & themselves regarding procurement & pricing of FFB.
- x. **The following are the Roles, the Director desires to perform by the company regarding establishment of Oil Palm processing industry.**
- a. Besides the Oil palm development activities, the company shall put their Oil palm processing industry in the allotted zone.
 - b. The Director will not provide any land and other facilities for establishment of oil palm processing industry in the state.
 - c. However, if there any provision of subsidy for establishment of Oil pam processing industry from GOI, the company can avail the benefits subject to qualifying the respective bidding process.
 - d. The company shall ensure their capability of establishing oil palm processing units in the state and submit a DPR to the Director within one month of empanelment based on their allotted zone.
 - e. The company shall abide by all norms & laws of the competent departments like forest, environment, land & revenue etc. while setting up the processing industry.

13. The company shall handle the farmers amicably in the work of Oil palm development.

14. Year wise target for oil palm development shall be decided by the Director. The company shall submit the detail planning for achievement of target to Director.

- 15. In the event of non-fulfilment of the terms and condition of the agreement due to any reason of force measures namely fires, wars, riots, strikes, natural calamities etc., neither the company nor the Director shall be held responsible for any consequential loss.
- 16. The development of work on oil palm of the company shall be reviewed once in three months in the areas where the work is allotted to the company.
- 17. If the company fails in the performance of its work or its work is not seen up to the satisfaction in the development of oil palm and processing, the Director may reduce the allotted areas or may cancel the instant agreement. **The decision of the Director will be final in this regard.**

*We give our unconditional acceptance to the Terms & Conditions stated above and as a token of our acceptance, I put my seal & **signature below.***

Seal & Signature
(Authorized Signatory)