

অসম চৰকাৰ



সত্যমেব জয়তে

GOVERNMENT OF ASSAM

DIRECTORATE OF AGRICULTURE
KHANAPARA: GUWAHATI-22

REQUEST FOR EMPANELMENT FOR ALLOTMENT OF OIL PALM ZONES

**FOR DEVELOPMENT & AREA EXPANSION
UNDER OIL PALM CULTIVATION &
PROCESSING IN THE STATE OF ASSAM UNDER
NMEO-OP 2020-21**

REFERENCE: NO. AGRI/NMEO-OP/MoU/102/2021-22/141

DATE: 14/01/2022

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GOVERNMENT OF ASSAM

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DIRECTORATE OF AGRICULTURE

DEPARTMENT OF AGRICULTURE AND FARMERS WELFARE

KHANAPARA, GUWAHATI-22

Email : agri-dept@nic.in & nfsmassam@gmail.com

NO. AGRI/NMEO-OP/MoU/102/2021-22/141 DATE: 13.01.22

REQUEST FOR EMPANELMENT FOR ALLOTMENT OF OIL PALM ZONES


In cancellation of the previous EOI (NO. AGRI/NMEO-OP/MoU/102/2021-22/66, Dated 21/12/2021) for development of oil palm area & processing published in newspapers viz. The Times of India, Hindustan Times, The Telegraph, The Indian Express, The Assam Tribune & Asomiya Pratidin on 21.12.2021, the Director of Agriculture, Assam, Khanapara, Guwahati-22 **invites Request for Empanelment for allotment of Oil Palm Zones** 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 (in six zones) 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 on Edible Oils-Oil Palm (NMEO-OP) 2021-22.

Application forms along with Terms & Conditions and terms of reference (ToR) shall be available in the office of the undersigned from **14/01/22**. 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 is 27/01/2022 before 2.00 pm 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 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 ZONE/S for which RFE is submitted		
3.	Registered address:		Address proof.
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
7.	ITR for last 2 (two) years		
8.	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)

TERMS & CONDITIONS OF FOR EMPANELMENT OF IMPLEMENTING PARTNERS FOR OIL

PALM DEVELOPMENT PROGRAMME UNDER NMEO-OP 2021-22

(A) GENERAL INFORMATION:

- 1) Only Companies/Associations, having minimum 3 years of experience in development/ plantation of oil palm **OR** minimum 3 years of experience in 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 25 (Twenty-five) years from the date of finalization of the empanelled Companies/Associations. However, the state government reserves the right to review the performance of the companies in every 3 years and if found not at par with the expectation of the government, the company/association will be given one more year to take corrective measure and will conduct another review at 4th year. If the government is not satisfied with the corrective measures in 4th years also, the government reserves the right to disqualify the company/association and will cancel the empanelment agreement giving a notice period of six months.
- 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 the 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. (**To furnish detail of import/supply of seeds for last 3 years**)
 - x) Certificate of seed booking (for next two years)
 - xi) 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 along with relevant documents
 - xii) Short write up on Developmental Work on Oil Palm carried out in other states during last three years. To be endorsed by authorized signatory.
 - xiii) Copy of **“TERMS OF REFERENCE for Empanelment of Implementing Partners for Oil Palm Development Programme under NMEO-OP 2021- 22”** duly signed by the applicant.

NOTE: The detail of documents required for empanelment of the bidders are separately explained in Evaluation of Bidders (Clause 8). However, documents asked in application format are mandatory.

- 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 favour of 'The Director of Agriculture, Assam, Khanapara, Guwahati-22' and must have minimum **3 (three) years validity**.
- 8) **Evaluation of Bidders:** Bidders will be evaluated on the basis of scoring of some major parameters relevant to the development and area expansion of Oil palm cultivation in the state of Assam.

A. Parameters: The following parameters are to be considered for evaluation of the bidders participated in the Request for Empanelment for allotment of oil palm zones-

1. Experience in cultivation of Oil Palm (in India or abroad)
 - i. Years of experience in cultivation/Plantation
 - ii. Years of Experience in nursery
 - iii. Capacity of the nursery (seedling per annum)
2. Experience in Oil Palm Processing (in India or abroad)
 - i. Years of Experience in oil Palm processing
 - ii. Total no of Processing mills
 - iii. Total no of palm oil refining plants
 - iv. No of establishment of Processing mills under GOI schemes (in the states with whom MOU signed)
3. Development experience in other states.
 - i. No of states covered under GOI scheme
 - ii. Area covered under oil palm till date
 - iii. No of nursery established under GOI scheme (in the states with whom MOU signed)
4. Seed garden experience
 - i. Years of experience in handling/establishing seed gardens
 - ii. No of seed garden exists in India or abroad
5. Experience of Seed/seedling import
 - i. Years of experience in seed/seedling import
 - ii. Quantity of seed imported in last 3 years.
 - iii. Quantity booked for next 2 years.
6. Financial Credentials
 - i. Total capital invested in Oil Palm Cultivation & Processing in last 3 years
 - ii. Company's average turnover in last three years (2018-19 to 2021-22)

B. Methodology of evaluation:

- a. The bids will be evaluated based on above parameter scoring. The highest scoring bidder will get the 1st preference in allotment of zones. However, the maximum allotment of zones to the highest scoring bidder will be limited to two zones only, even if the bidder competes for multiple zones.
- b. In case the highest scoring bidder is not empaneled due to the condition of "maximum two zones per bidder", then the 2nd highest bidder shall be empaneled for that particular zone.

c. The bidders must qualify the minimum requirement of Cultivation/Plantation Experience **OR** Oil Palm Processing /Refining Experience **OR** Development Experience in other states (through MOU) for further evaluation.

d. The detail of scoring is given in **Annexure - IV**.

C. Documents to be furnished against Parameters: The following documents are to be furnished by the bidders along with application form -

SL	Parameters	Documents to be provided by the bidders
1	EXPERIENCE IN CULTIVATION OF OIL PALM (IN INDIA OR ABROAD)	
i	Years of experience in cultivation/plantation	Experience certificate from Govt agency/other relevant documents
ii	Years of experience in Nursery	Certificate from Govt agency/other relevant documents
iii	Capacity of the nurseries (seedling per annum)- Cumulative	Self-declaration of capacity supported by relevant documents
2	EXPERIENCE IN OIL PALM PROCESSING (IN INDIA OR ABROAD)	
i	Years of Experience in processing/refining	Copy of Factory/Manufacturing License
ii	Total no of Processing mills	Copy of Factory/Manufacturing License
iii	Total no of palm oil refining plants	Copy of Factory/Manufacturing License
3	DEVELOPMENT EXPERIENCE IN OTHER STATES (WITH WHOM MOU SIGNED)	
i	No of states covered under GOI scheme	MOU with the states
ii	Area covered under oil palm till date	Concerned Govt. Documents
iii	No of nursery established under GOI scheme	Concerned Govt. Documents
iv	No of establishment of Processing mills under GOI schemes	Concerned Govt. Documents
4	SEED GARDEN EXPERIENCE	
i	Years of experience in handling/establishing seed gardens	Seed production License/Other valid documents
ii	No of seed garden exists in India or abroad	Seed production License/Other valid documents
5	EXPERIENCE OF SEED/SEEDLING IMPORT	
i	Years of experience in seed/seedling import	Import Certificate
ii	Quantity of seed imported in last 3 years.	Import Invoice
ii	Quantity booked for next 2 years.	Booking certificate
6	FINANCIAL CREDENTIALS	
i	Total capital invested in Oil Palm Cultivation & Processing in last 3 years	Documents relevant to Investment
ii	Company's average annual turnover in last three years (2018-19 to 2021-22)	Turnover Certificate

ANNEXURE- I

PAYMENT PRESCRIBED FOR THE FFBs (FRESH FRUIT BUNCHES) TO THE FARMERS BY

GOVERNMENT OF INDIA

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.

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

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. _____ Dated. _____

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. ----- Dated: ----- 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-IV

PARAMETERS SCORING DETAILS

SL	PARAMETERS	MINIMUM REQUIREMENT	MAX SCORE	MARK DISTRIBUTION
1	EXPERIENCE IN CULTIVATION OF OIL PALM (IN INDIA OR ABROAD)			
I	Years of experience in cultivation/plantation	3 Years and above	10	1 Mark for up to 3 years and 1 mark for each progressive year
II	Years of experience in nursery	3 Years and above	5	1 Mark for up to 3 years and 1 mark for each progressive year
III	Capacity of the nurseries (seedling per annum)- Cumulative	1 lakh and above	5	1 Mark for up to 1 lakh seedling and 1 mark for each progressive 1 lakh seedling
2	EXPERIENCE IN OIL PALM PROCESSING (IN INDIA OR ABROAD)			
I	Years of Experience in Oil Palm processing	3 Years and above	10	1 Mark for up to 3 years and 1 mark for each progressive year
II	Total no of Processing mills	2 nos and above	5	1 Mark for up to 2 nos and 1 mark for each progressive no of mill
III	Total no of palm oil refining plants	1 Nos and above	5	1 Mark for up to 1no and 1 mark for each progressive no of refining plant
3	DEVELOPMENT EXPERIENCE IN OTHER STATES (WITH WHOM MOU SIGNED)			
I	No of states covered under GOI scheme	2 and above	5	1 Mark for up to 2 nos and 1 mark for each progressive no of state
II	Area covered under oil palm till date	5000 Ha and above	5	1 Mark for up to 5000 ha and 1 mark for each progressive 1000 ha
III	No of nursery established under GOI scheme	2 Nos and above	5	1 Mark for up to 2 nos and 1 mark for each progressive no of nursery
IV	No of establishment of Processing mills under GOI schemes	1 No and above	5	1 Mark for up to 1no and 1 mark for each progressive no of mill
4	SEED GARDEN EXPERIENCE			
I	Years of experience in handling/establishing seed gardens	3 years and above	10	1 Mark for up to 3 years and 1 mark for each progressive year
II	No of seed garden exists in India or abroad	1 and above	5	1 Mark for up to 1no and 1 mark for each progressive no of seed garden
5	EXPERIENCE OF SEED/SEEDLING IMPORT			
I	Years of experience in seed/seedling import	3 years and above	5	1 Mark for up to 3 years and 1 mark for each additional year
II	Quantity of seed imported in last 3 years.	3 lakh and above	5	1 Mark for up to 3 lakh (no of seeds) and 1 mark for each progressive 1 lakh no of seeds
II	Quantity booked for next 2 years.	5 lakh and above	5	1 Mark for up to 5 lakh (no of seeds) and 1 mark for each progressive 1 lakh no of seeds
6	FINANCIAL CREDENTIALS			
I	Total capital invested in Oil Palm Cultivation & Processing in last 3 years	10 Cr and above	5	1 Mark for up to 10 Cr and 1 mark for each progressive 5 Cr
II	Company's average turnover in last three years (2018-19 to 2021-22)	30 Cr and above	5	1 Mark for up to 30 Cr and 1 mark for each progressive 5 Cr
	TOTAL SCORE	100		

REQUEST FOR EMPANELMENT FOR ALLOTMENT OF OIL PALM ZONES

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:** Government of India (GOI) launched a new Centrally Sponsored Scheme titled **NATIONAL MISSION ON EDIBLE OILS-OIL PALM (NMEO-OP)** in August' 2021 to make the country self-reliant in the edible oil sector. In this new scheme, to be implemented for five years from 2021-22 to 2025-26, Government of India has declared a substantially increased subsidy on ongoing components & inputs required for Oil Palm cultivation, which were previously provided under National Mission on Oilseeds & Oil Palm (NMOOP) programme. Additionally, to insulate farmers from the volatility of the international Crude Palm Oil prices, the GOI has also formulated new price policies for the Fresh Fruit Bunches (FFBs) which will ensure remunerative return for oil palm farmers.
- 2. POTENTIALITY OF OIL PALM CULTIVATION IN ASSAM:** Oil Palm is being cultivated in Assam since 2014-15 under National Mission on Oilseeds & Oil Palm (NMOOP). Only two project districts had been selected namely Goalpara & Kamrup Rural under 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 (IIOPR-ICAR) in their assessment report 2020 have identified an area of 3,75,428 hectares as potential for Oil Palm cultivation in of Assam.
- 3. AREA EXPANSION PLAN:** GOI has approved 18 districts under this mission. The year wise target 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:** Government of Assam has divided the 18 districts into 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. **PRICE POLICY:** 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.

- a. 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.
- b. Further, for assured payments to the farmers, a concept of Formula Price (FP) has also been declared by GOI, which will be 14.3% of average monthly (of the preceding month) landed COP price.
- c. 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.
- d. 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.
- e. 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. **(Annexure-I)**

6. SELECTION OF IMPLEMENTING PARTNERS: 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 a Request for Empanelment for Allotment of Zones, 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.

7. RULES & TERMS OF GOVERNMENT OF ASSAM

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 development/plantation/processing hereinafter referred to as **COMPANY**.
2. The Government of India, hereinafter referred to as **GOI** and Government of Assam as **GoA**.
3. 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)**.
4. Whereas, the Director desires for area expansion under oil palm cultivation in the state of Assam to benefit the farming community while meeting edible oil requirement of the country.
5. 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.
6. Whereas, the Director, as per GOI approvals has decided to develop the Oil palm cultivation area up to 2 lakh Ha in next five years (2021-22 to 2025 -26).
7. The Director, following the approval of GOI and GoA, has identified 18 potential districts and demarcated the districts into six (6) zones for ease of monitoring, operation and handing over to company.
8. Whereas, the Director intend to develop and promote oil palm cultivation and processing facilities in earmarked/allotted areas in the state of Assam under the National Mission on Edible Oils- Oil Palm (NMEO-OP) through empanelled implementing partners(**company**) only.

9. Whereas, the Director will empanel companies who have minimum 3 years of experience in development/ plantation of oil palm **OR** minimum 3 years of experience in processing of Oil Palm, in India or abroad through “**Request for Empanelment for allotment of oil palm Zones**”(hereinafter referred to as **RFE**).
10. Whereas, the bids will be evaluated based on Technical & Financial Parameter scoring. The highest scoring bidder will get the 1st preference in allotment of zones. However, the maximum allotment of zones to the highest scoring bidder will be limited to two zones only, even if the same compete for multiple zones
11. In case the highest scoring bidder is not empaneled for rest of the zones due to the condition of “maximum two zones per bidder”, then the 2nd highest bidder shall be empaneled for that particular zone/s.
12. The bidders must mandatorily qualify the minimum requirement of Cultivation/Plantation Experience **OR** Oil Palm Processing /Refining Experience **OR** Development Experience in other states (through MOU) for further evaluation.
13. The Company, therefore, during participation in the **RFE**, must ensure the desired experience along with financial credentials and other relevant parameters as stated in general information.
14. Whereas, 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-third (1/3rd) part** of total seedlings requirement of the state for next five years to cover 2 lakh ha during 2021-22 to 2025-26.
15. Whereas, the Company will submit their Oil Palm area expansion target and component wise Annual Action Plan (AAP) to the state for its inclusion in the AAP of the state.
16. Whereas, the Company will be allowed to involve in raising own nurseries, the companies shall also actively take up handholding existing nurseries (nursery raised by FPO/FPCs), establishing new seed gardens, supplying 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.
17. Whereas, the Director will sign a partnership agreement with the empanelled companies to ensure quality service and maintaining the laws/rules as fixed by the GOI & the Director.

18. Whereas, 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 with a notice period of six months-

- 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.
- iii. 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.
- iv. The company shall not unnecessarily interfere in the Development work of Oil palm (raising nursery to oil palm processing) in the areas where some other company has been allotted for such work.
- v. The company will prepare a priority list of the district clusters before commencing the actual field activity and submit it to the Director for consideration.
- vi. The following are the role of the company, as desired by the Director and to be agreed and abide by the company, regarding the **setting up of Oil Palm Nurseries**:
 - a. The Director has already allocated 4(Four) nurseries to 4 (four) Farmer Producer Company/Organisation (Hereinafter referred to as **FPC/FPO**) under NMEO-OP 2021-22.
 - b. These four nurseries have been set up in **Kamrup, Chirang, Dhemaji & West Karbi Anglong** districts of Assam (all are in four different zones). Companies shall take active interest in handholding and assisting these FPCs.
 - c. However, the company shall be free to setup their own Oil Palm nursery also in their allocated zone/s only. The company can avail the benefits for Nursery raising as per GOI guideline under the scheme, subject to availability of fund.
 - d. The Director will not take any responsibility of providing land or any additional facilities for raising nurseury to the Company/FPO/FPCs beyond the provision of NMEO-OP scheme as fixed by the GOI.

- e. The Director desires the company to handhold the existing/upcoming nurseries (raised by FPO/FPCs) by supplying them quality seeds, technical guidance etc. and to help in marketing /selling the oil palm seedlings in their allotted zone/s.
 - f. The company may come to an agreement with the existing oil palm nursery owner (FPC/FPO) for **contract seedling production** (where the company will provide all the inputs like seeds, poly bags, nutrients &pesticides etc. to the FPCs for raising seedlings and the company will buy back the same at a mutually agreed price) agreement for win-win situation of both the parties.
 - g. The company must ensure that the quality of seeds for oil palm nursery is certified and authenticated by IIOPR-ICAR.
 - h. The company must ensure the vigilance of the Post Entry Quarantine Inspection, whenever required, to the existing nurseries (with whom they come into an agreement) or to their own nurseries as per regulation of the Central Government& Directorate of Plant Protection, Quarantine & Storage.
- vii.** The following are the Roles, the Director desires the company to perform regarding development and extension of **Oil Palm cultivation in the state.**
- a. The company will evaluate and map the potential areas 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. Forest land shall not be encroached upon, revenue laws of the state and related judgements from courts are complied with strictly.
 - 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. The companies may consider enrolment of farmers under other GoI programs like PMKISAN etc.
 - 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 GoI guideline.
 - h. The company shall carry out activities as per the directives issued by the Director. The detail of extension activities to be carried 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.
- viii.** The following are the Roles, the Director desires the company to perform regarding **procurement of FFBs & payments thereafter-**
- 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 to any other location **shall not be passed on to the farmers** and the same shall not affect the FFB price as fixed/declared by GoI.
 - d. For aggregation and collection of FFBs, the company may set up collection centres at the nearest step of the farmers.
 - 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 by the company at the approved of GoI.

- 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.
- ix. The Director desires the company to perform the following roles while setting up of **Oil Palm Seed gardens**-
- a. The numbers of approved seed garden will be limited (depending upon the expected area of expansion) and therefore, the same will be allocated to the companies through a process as decided by state government in agriculture department. The benefits for seed gardens can only be availed, if allotted through proper selection process.
 - b. However, the companies are free to set up Oil Palm Seed gardens of their own in their allocated zones ensuring satisfaction of the minimum criteria as set by GOI. The available benefits and other related subsidy as provided by GOI can be availed by the company subject to availability of fund and pre/post facto approval from the competent authority.
 - c. The company willing to set up seed garden must have sufficient experience in seed garden handling & maintenance.
 - d. Beyond the provision of GOI, the Director is not bound to provide any land or other related facilities for establishing seed gardens by the companies.
 - e. The company must ensure IOPR-ICAR standards, guidance & interventions while setting up the seed gardens.
 - f. The plants for seed gardens must have the quality standards as declared by IOPR-ICAR.
 - g. The seeds from the seed garden must not be constrained for the zone where the seed garden is established. The seed garden must serve the entire state as and when required and if stocks available.
- x. The following are the Roles, the Director desires the company to perform regarding establishment of **OIL PALM PROCESSING INDUSTRY**.

- a. Based on approval of GOI, the Director will float a limited RFP among the zone allotted companies for setting up of oil palm processing mill. The numbers of Oil Palm mill may increase depending upon the production demand.
 - b. However, the company may put their Oil palm processing industry of their own in the allotted zone. In that case, the size of the Processing unit will not be a concern for the Director.
 - c. The Director is not bound to provide any land and other facilities for establishment of oil palm processing industry in the state.
 - d. However, the available provision of subsidy for establishment of Oil palm processing industry can be availed by the company, subject to availability of funds.
 - e. 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.
 - f. The company shall abide by all norms & laws of the competent departments like forest, environment, land & revenue etc. while setting up the processing industry.
19. The company shall handle the farmers amicably in the work of Oil palm development.
 20. Year wise target for oil palm development shall be decided by the Director.
 21. The company shall submit the detail planning for achievement of target to Director.
 22. 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.
 23. The development of work on oil palm by the company shall be reviewed once every third year. If the government represented by the DIRECTOR or senior officials do not agree with the progress made, a one-year additional rectification period shall be allowed for making necessary course corrections. Even after one year, the company fails to comply with scheme guidelines or directions from Government of Assam, then the DIRECTOR may invoke the termination clause by giving a six-month termination notice.
 24. If the company fails in the performance of its work as seen during the reviews or if the work is not seen up to the satisfaction in the development of oil palm and processing,

the Director also reserves the right to reduce the allotted areas or may cancel the instant agreement. **The decision of the Director will be final in this regard. Appeals on the decision of the DIRECTOR shall lie with Agriculture Production Commissioner of the state.**

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)**