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GOVERNMENT OF ASSAM

DIRECTORATE OF AGRICULTURE  
KHANAPARA: GUWAHATI-22

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## REQUEST FOR EMPANELMENT FOR ALLOTMENT OF OIL PALM DISTRICTS

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FOR THE DEVELOPMENT OF OIL PALM  
CULTIVATION & PROCESSING IN THE STATE OF  
ASSAM UNDER NMEO-OP 2022-23

REFERENCE: NO. AGRI/NMEO-OP/MoU/102/2021-22/210

DATE:25/08/2022

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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](mailto:agri-dept@nic.in) & [nfsmassam@gmail.com](mailto:nfsmassam@gmail.com)

**NO. AGRI/NMEO-OP/MoU/102/2021-22/210 DATE: 25.08.22**

**REQUEST FOR EMPANELMENT FOR ALLOTMENT OF OIL PALM DISTRICTS UNDER THREE OIL PALM ZONES (ZONE- I, III & V)**

The Director of Agriculture, Assam, Khanapara, Guwahati-22 invites **Request for Empanelment (RFE) for allotment of Oil Palm Districts** from the eligible registered Firm/Company/Association/ Joint Venture for development and area expansion of Oil Palm cultivation & processing in 8 Oil Palm districts of Assam viz. *Chirang, Dhemaji, Dima Hasao, Karbi Anglong, Lakhimpur, Sonitpur, Udalguri & West Karbi Anglong districts* under the scheme National Mission on Edible Oils-Oil Palm (NMEO-OP) 2022-23.

Application forms along with Terms & Conditions and terms of reference (ToR) shall be available in the office of the undersigned and the departmental website ([www.diragri.assam.gov.in](http://www.diragri.assam.gov.in)) from **25/08/22**.

The last date of submission of applications along with required documents, certificates, etc. is 14/09/2022 before 2.00 pm.

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 2022-23**  
(If necessary, a separate sheet may be used)

SN	Particulars/ Criteria	To be filled up by the applicant	Documents to be enclosed
1.	Name of Firm/Company/Association/JV		Covering Letter with General particulars of the applicant as per the prescribed format in <b>Annexure-II</b>
2.	Registered address:		Address proof.
3.	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 the format in <b>Annexure-III</b>
4.	GST Reg. No.:		Copy of GST Registration certificate
5.	PAN:		Copy of PAN
6.	ITR for last 2 (two) years		Copy attached
7.	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)

**NOTE: 1. A SELF DECLARATION THAT – Your firm/ company/association/JV (or any partner of the JV) has not been blacklisted or debarred by any Ministry/Department/PSU of the Govt. of India/State Government from participation in tenders/contract within 3 years from the date of publishing this advertisement need to be furnished in the letterhead.**

**2. In case of a JOINT VENTURE, the MOU/Agreement copy along with other relevant documents as mentioned in Annexure -IV needs to be submitted with this application format as per the type of the JV.**

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

**IMPORTANT DATES & ADDRESSES:**

Bid Reference Number	NO. AGRI/NMEO-OP/MoU/102/2021-22/210
Date of release of Bidding Document	25/08/2022 at 4.30 pm
Date of Pre-bid meeting (Offline)	02/09/2022 at 3.00 pm
Last date and time for submission of Bid Documents	14/09/2022 at 2.00 pm
Date & Time of Opening of Bids	14/09/2022 at 2:30 p.m.
Place of opening of bids	Directorate of Agriculture, Assam, Khanapara, Guwahati-22
Address for submitting Bid-Documents	Nodal Officer, IPMU (RKVY/NFSM/NMEO-OP), Directorate of Agriculture, Assam , Khanapara, Guwahati-22
E-mail of Purchaser	TO: <a href="mailto:nfsmassam@gmail.com">nfsmassam@gmail.com</a> CC: <a href="mailto:agri-dept@nic.in">agri-dept@nic.in</a>
Website address for downloading forms, TOR etc.	<a href="http://www.diragri.assam.gov.in">www.diragri.assam.gov.in</a>

**(A) GENERAL INFORMATION:**

- 1) Empanelment of eligible experienced Firm/Company/Association/JV shall be done for the following districts under Zone-I, III & V –

SL NO	ZONE	SUB ZONE	Districts
1	ZONE-I	Zone I (a)	Dhemaji
2		Zone I (b)	Lakhimpur
3	ZONE-III	ZONE-III (a)	Dima Hasao
4		ZONE-III (b)	Karbi Anglong
5		ZONE-III (c)	West Karbi Anglong
6	ZONE-V	ZONE-V (a)	Chirang
7		ZONE-V (b)	Sonitpur
8		ZONE-V (c)	Udalguri

**The empanelment shall be done on a SUB-ZONE/DISTRICT basis only. The allotment criteria of the districts are explained in section 9 (B).**

- 2) Only Registered Firm/Company/Association/JV (hereinafter referred to as **Company**) having a minimum of **3 years** of experience in the development of oil palm cultivation or plantation crops **OR** minimum of **3 years** of experience in the processing/ refining of Oil Palm or related edible oils, in India or abroad can participate in the Request for empanelment for Allotment of Oil Palm Districts for Oil Palm Developmental programme under NMEO-OP 2022-23.
- 3) The validity of the empanelment shall be for 25 (Twenty-five) years from the date of finalization of the empanelled Company. However, the State Government reserves the right to review the performance of the company in every 3 years and if found not at par with the expectation of the government, the company shall be given one more year to take corrective measures and shall conduct another review at 4<sup>th</sup> year. If the government

does not satisfy with the corrective measures in 4<sup>th</sup> year also, the government reserves the right to disqualify the Company and shall cancel the empanelment agreement giving a notice period of six months.

- 4) **Empanelment Security is mandatory.** 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 a minimum **5 (Five) years validity** shall have to be submitted along with the application form. Renewal of the FD/TDR shall be done as per the norms of banks, if empanelled. The application shall be **rejected outright** in case of failing to deposit the Empanelment Security of **Rs.5,00,000.00/- (Rupees Five Lakh)** only. The Empanelment Security is refundable after completion of a validity period of 25 (Twenty-five) years.
- 5) Applications submitted as per the scheduled date shall only be accepted. **Late submission** of the application shall be liable for rejection.
- 6) Application must be accompanied by the following **General documents**:
- i) Duly filled up application form (*If necessary, a separate sheet may be used*);
  - ii) Covering Letter as per the prescribed format in **Annexure-I**.
  - iii) Original copy of Letter of Authorization for Authorized Signatory on non-judicial stamp paper of Minimum Rs. 100/- as per the format in **Annexure-II**.
  - iv) Copy of PAN and GST Registration certificate.
  - v) Copy of registration certificate.
  - vi) Copy of MoU (in case of Association/JV)
  - vii) Short write-up on Developmental Work on Oil Palm or related plantation crops carried out in Assam or in other states during the last three years. To be endorsed by the authorized signatory.
  - viii) Self-Declaration on blacklist/debarment.
  - ix) Copy of "**TERMS OF REFERENCE for Empanelment of Implementing Partners for Oil Palm Development Programme under NMEO-OP 2022- 23**" duly signed by the applicant.

**NOTE:** *The detail of documents required for empanelment of the bidders are separately explained in Evaluation of Bidders under Section 8C. However, documents asked in Section A-6 are mandatory.*

- 7) Applicant must put his/her **signature on all pages** of all the documents mentioned in Section A-6 above. Submission of an **incomplete** application shall be liable for rejection.
- 8) **Evaluation of Bidders:** Bidders shall be evaluated based on the scoring of some major parameters relevant to the development of Oil palm cultivation & processing in the state of Assam.
- A. Parameters:** The following parameters shall be considered for evaluation of the bidders who participated in the Request for Empanelment for allotment of oil palm districts-
1. Experience in the cultivation of Oil Palm or Plantation crops (in India or abroad)
    - i. Years of experience in cultivation/Plantation
    - ii. Years of Experience in Oil Palm/Plantation crop nursery raising
  2. Experience in Oil Palm /Edible Oil Processing/Refining (in India or abroad)
    - i. Years of Experience in Oil Palm/Edible oil processing

- ii. Total no of Processing mills including the number of Processing mills established under GOI schemes.
  - iii. Years of Experience in Oil Palm/Edible oil refining
  - iv. Total no of Refining mills including the number of Refining mills established under GOI schemes.
3. Development experience in Assam /other states (**with whom MOU signed**)
    - i. No of states covered under GOI scheme
    - ii. Total area covered (ha) under oil palm/plantation crop till March 2022
    - iii. No of oil palm/plantation crop nursery established (including under GOI scheme)
  4. Seed garden experience (Oil Palm/Plantation Crop)
    - i. Years of experience in handling/establishing seed gardens
    - ii. No of seed garden exists in India or abroad
  5. Experience of Oil Palm /Plantation crop seed/seedling import
    - i. Years of experience in seed/seedling import
    - i. Quantity of seed imported in the last 3 years (2019-20 to 2021-22).
  6. Financial Credentials
    - ii. Total capital invested in Oil Palm/Plantation crop Cultivation & Processing/Refining in the last 3 years (2019-20 to 2021-22)
    - iii. Company's average annual turnover in last 3 years (2019-20 to 2021-22)

**B. Methodology of evaluation & allotment of districts:**

- a. The bids shall be evaluated based on equivalent scoring of the above parameter. The distribution of marks against the parameters explained in section 8.B is illustrated in **Annexure-III**.
- b. All bidders, who have already been assigned with more than one zone shall be **eligible for a maximum of two more districts only** under this fresh request for empanelment.
- c. *The award of allotment of district/s to the successful bidder (which district to be allotted to whom) shall be decided by the competent authority of the Government of Assam, and the decision of the same shall be the final in this regard.*
- d. *The minimum score for getting allotment shall be decided by the competent authority upon thorough scrutiny of the evaluation result.*

**C. Documents to be furnished against Scoring Parameters:**

The following documents are to be furnished by the bidders along with the application form –

SL No	PARAMETERS	Documents required
1	Experience in the cultivation of Oil Palm or Plantation crops (in India or abroad)	
I	Years of experience in cultivation/Plantation	Experience certificate from Govt agency supported by other relevant documents.
II	Years of Experience in Oil Palm/Plantation nursery raising	Experience certificate from Govt agency
2	Experience in Oil Palm/Edible Oil Processing/Refining (in India or abroad)	

I	Years of Experience in Oil Palm/Edible oil processing	Experience certificate from Govt agency supported by other relevant documents like 1 <sup>st</sup> manufacturing license. In case of failure to submit the Govt. Certificate, experience shall be counted <b>deducting 2 years</b> from the date of issue of 1 <sup>st</sup> Manufacturing license.
II	Total no of Processing mills including the no of Processing mills established under GOI schemes.	Copy of Factory/Manufacturing License. <i>The license should clearly mention the "purpose of the license"- for what purpose the license is being issued. If not mentioned in the license, pls specify it in the photocopy and endorse it by the concerned Department.</i>
III	Years of Experience in Oil Palm/Edible oil Refining	Same as <b>2-I</b>
IV	Total no of Refining mills including the number of Refining mills established under GOI schemes.	Same as <b>2-II</b>
<b>3</b>	<b>Development experience in Assam /other states (with whom MOU signed)</b>	
I	No of states covered under GOI scheme	Copy of Deed of MOU with the states. <i>Please provide certificates from the concerned department (Agriculture, Horticulture etc.) about the present status of the MoU.</i>
II	Total area covered (ha) under oil palm/plantation crop till March 2022	Certificate from the concerned state department.
III	No of Oil Palm/ Plantation crop nursery established under GOI scheme	Certificate from the concerned state department.
<b>4</b>	<b>Seed garden experience (Oil palm/Plantation Crop)</b>	
I	Years of experience in handling/establishing seed gardens	Govt. document/certificates related to seed production of Oil palm/Plantation crop.
II	No of seed garden exists in India or abroad	Same as <b>4-I</b>
<b>5</b>	<b>Experience of Oil Palm/Plantation Crop Seed/seedling import</b>	
I	Years of experience in seed/seedling import	Self-Declaration supported by 1 <sup>st</sup> & last import invoice.
II	Quantity of seed imported in the last 3 years. (2019-20 to 2021-22)	Self-Declaration supported by import invoices of last three years.
<b>6</b>	<b>Financial Credentials</b>	
I	Total capital invested in Oil Palm/Plantation crop Cultivation & Processing/Refining in the last 3years (2019-20 to 2021-22)	CA certificate supported by relevant documents.
II	Company's annual turnover in the last 3 years (2019-20 to 2021-22)	Same as <b>6-I</b>

**NOTE: (i) Please provide separate documents for each parameter. A single document meant for satisfying more than one parameter shall not be considered.**

**(ii) Please highlight the specific part of the documents enclosed in support of self-declaration.**

**(iii) The documents must be arranged as per the flow of the parameter mentioned in the above table. Ear Marking of the documents (for which parameter it is applicable) is advisable.**

**(iv) The detail of the distribution of marks is illustrated in Annexure-III.**

#### **D. REJECTION CRITERIA:**

1. Application received beyond the last date of submission shall be rejected.
2. The application shall be rejected outright if the bidder fails in submitting the mandatory Empanelment security of Rs. 500,000.00 (Rupees 5 lakh only).
3. Submission of insufficient documents as per section A-6 and other mandatory documents as mentioned above shall be rejected.
4. JV members with technical experience not relating to the Terms of the RFE (Request For Empanelment for Allotment of Oil Palm Districts) shall not be accepted.
5. Evaluation of the bidder shall be done only if the bidder satisfies any one of the minimum experience criteria i.e. 3 years of experience in the development of oil palm cultivation or plantation crops **OR** minimum of 3 years of experience in the processing/ refining of Oil Palm or related edible oils, in India or abroad.
6. A bidder shall be disqualified at any moment from the bidding/allotment process, if the Government gets information that the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been fortified by a procuring entity in respect of any procurement process or procurement contract.  
The bidder shall also be debarred from participating in tender or shall be disqualified at any moment if the bidder has been blacklisted by any state government for any reason thereof, and the period of debarring is less than 3 years.
7. The Directorate of Agriculture, Assam has reserved the right to inspect, accumulate information, communicate with other state departments, or any such activities related to information as mentioned in rejection criteria D-5, if the Directorate feels necessary to do so against any particular bidder.
8. The Debarment from Bidding as mentioned in no 46 of the Assam Public Procurement Act'2017 shall be strictly followed for acceptance or rejection of bidding application or for further action thereof.



ANNEXURE-I

**Format for Covering Letter for Empanelment of Implementing Partners for Oil Palm Development Programme in the State of Assam under NMEO-OP 2022- 2023**

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

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From:

(Insert name and address of the Firm/Company/Association/JV)

To:

The Director of Agriculture, Assam  
Khanapara, Guwahati-22

Sub: Application for Empanelment of implementing partners for allotment of Oil Palm districts under the scheme NMEO-OP 2022-23

Ref: Notice No. \_\_\_\_\_ Dated. \_\_\_\_\_

Dear Sir,

I, Shri/Smt \_\_\_\_\_ being an authorized signatory, on behalf of \_\_\_\_\_ (name of Firm/Company/Association/JV) 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 affiliates have 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 the Oil palm development programme in the state of Assam under the scheme NMEO-OP 2022-23 and as a token of our acceptance, I put my **signature on all pages** of our application along with other related documents and Terms & Conditions for Empanelment submitted herewith. We ensure that we shall 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 the 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-II**  
**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 Firm/Company/Association/JV) 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 2022-23, 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

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Signature of Attorney

(Name, designation and address of the Authorized Signatory)

Attested

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(Signature of the executant)

(Name, designation and address of the executant)

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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 \_\_\_\_\_

## PARAMETERS SCORING DETAILS

## ANNEXURE-III

Sl	PARAMETERS	MINIMUM REQUIREMENT	MAXIMUM SCORE	MARK DISTRIBUTION
<b>1</b>	<b>Experience in the cultivation of Oil Palm or Plantation crops (in India or abroad)</b>		<b>30</b>	
I	Years of experience in Cultivation/Plantation	3 Years and above	15	10 Mark for 3 years and 1 mark for each progressive year
II	Years of Experience in Oil Palm/Plantation nursery raising	3 Years and above	15	10 Mark for 3 years and 1 mark for each progressive year
<b>2</b>	<b>Experience in Oil Palm/Edible Oil Processing/Refining (in India or abroad)</b>		<b>30</b>	
I	Years of Experience in Oil Palm/Edible oil processing	3 Years and above	10	7 Mark for 3 years and 1 mark for each progressive year
II	Total no of Processing mills including the no of Processing mills established under GOI schemes.	2 no and above	5	3 Mark for 2 no and 1 mark for each additional no of mill
III	Years of Experience in Oil Palm/Edible oil Refining	3 Years and above	10	7 Mark for 3 years and 1 mark for each progressive year
IV	Total no of Refining mills including the number of Refining mills established under GOI schemes.	1 no and above	5	3 Mark for 1 no and 1 mark for each additional no of mill
<b>3</b>	<b>Development experience in Assam /other states (with whom MOU signed)</b>		<b>10</b>	
I	No of states covered under GOI scheme	1 and above	5	3 Mark for 1 no and 1 mark for each additional no of state
II	Total area covered (ha) under oil palm/plantation crop till March 2022	2000 Ha and above	3	2 Mark for 2000 ha and 1 mark for an additional 1000 ha
III	No of Oil Palm/ Plantation crop nursery established under GOI scheme	2 Nos and above	2	1 Mark for 2 nos and 1 mark for an additional no of nursery
<b>4</b>	<b>Seed garden experience (Oil palm/Plantation Crop)</b>		<b>10</b>	
I	Years of experience in handling/establishing seed gardens	3 years and above	5	3 Mark for 3 years and 1 mark for each progressive year
II	No of seed garden exists in India or abroad	1 and above	5	3 Mark for 1no and 1 mark for each additional no of seed garden
<b>5</b>	<b>Experience of Oil Palm/Plantation Crop Seed/seedling import</b>		<b>10</b>	
I	Years of experience in seed/seedling import	3 years and above	5	3 Mark for 3 years and 1 mark for each additional year
II	Quantity of seed imported in any one of the last 3 years. (2019-20 to 2021-22)	10 lakh and above	5	3 Mark for 10 lakh (no of seeds) and 1 mark for each additional 5 lakh no of seeds
<b>6</b>	<b>Financial Credentials</b>		<b>10</b>	
I	Total capital invested in Oil Palm/Plantation crop Cultivation & Processing in last year (2021-22)	10 Cr and above	5	3 Mark for 10 Cr and 1 mark for an additional 5 Cr
II	Company's annual turnover in the last years (2021-22)	50 Cr and above	5	3 Mark for 50 Cr and 1 mark for an additional 10 Cr
	<b>TOTAL SCORE</b>		<b>100</b>	

#### ANNEXURE-IV

#### **Guidelines for the participation of Joint Venture firms in Request for Empanelment for Allotment of Oil Palm Districts under NMEO-OP 2022-23.**

- A. The Joint Venture should be formed especially for the development, cultivation & processing of Oil Palm in the country.
- B. The Joint Venture should be between such firms, which either have cultivation/plantation/development experience of Oil Palm/Plantation Crops **OR** processing/Refining of Oil Palm/Edible Oil **OR** both.
- C. JV members with technical experience not relating to the Development of Oil Palm plantation & processing shall not be accepted.
- D.** Separate identity/name should be given to the Joint Venture firm.
- E. Number of members in a JV firm shall not be more than three.
- F. A member of JV firm shall not be permitted to participate either in an individual capacity or as a member of another JV firm in the same tender.
- G. The tender form should be submitted only in the name of JV firm and not in the name of any constituent member.
- H. The joint venture firm shall be required to deposit Empanelment Security of Rs. 5.00 Lakh (Rupees five lakh only), by the name of the lead partner/member.
- I. One of the members of the JV firm shall be its **Lead Member** who shall have a majority (at least 51% ) share of interest in the JV firm. The other members shall have a share of not less than 20%. In case of JV firm with foreign member (s), the lead member has to be an Indian firm with a minimum share of 51%.
- J. A copy of the Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. Format for MOU for JV is placed at **Annexure JV-1, JV-2 & JV-3**
- K. Once the bid is submitted, the MOU shall not be modified/alterd/terminated during the validity of the tender. In case the bidder fails to observe/comply with this stipulation, the full Empanelment Security Deposit shall be liable to be forfeited.
- L. Approval for change of constitution of JV firm shall be at the sole discretion of the Directorate of Agriculture, Assam. The constitution of the JV firm shall not be allowed to be modified after submission of the bid documents by the JV firm except when modification becomes inevitable due to succession laws and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- M. Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe the stipulation shall be deemed to be a breach of contract with all consequential

penal action as per contract condition.

- N. On issue of LOA (Letter of Acceptance), an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under the Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV agreement shall be submitted by the JV firm to the Directorate of Agriculture, Assam before signing the Memorandum of Understanding (MoU) for the work. In case the bidder fails to observe/comply with this stipulation, the full empanelment security deposit shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.
- O. This Joint Venture Agreement shall have, inter-alia following clauses:
- i. **Joint and Several Liability:** Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Department of Agriculture, Assam for the execution of the project in accordance with the General and Special conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, and damages caused to the department in general & farming community in particular during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - ii. **Duration of the joint Venture Agreement:** It shall be valid during the entire currency of the contract as stated in the TOR including the period of extension if any.
  - iii. **Governing Laws:** The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- P. **Authorized Member:** Joint venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into a contract in respect of the said tender, to receive payment, to witness the implementation of work done, and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- Q. **Documents to be enclosed by the JV firm along with the Request for Empanelment.**
- i. **In case one or more of the members of the JV Firm is/are partnership firm(s),** following documents shall be submitted:
    - a. Notary certified copy of the Partnership Deed (MOU)
    - b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original)
    - c. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
  - ii. **In case of one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:**

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in the position of 'KARTA' or Hindu Undivided

Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

- iii. **In case one or more members is/are limited companies, the following documents shall be submitted:**
- a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorising MD or one of the Directors or Managers of the Company to sign MOU. JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other and on behalf of the company.
  - b. Copy of Memorandum and Articles of Association of the Company authorising the person to do/act mentioned in the para(a) above.
  - c. Power of Attorney (duly registered as per prevailing Law) by the Company authorising the person to do/act mentioned in the Para (a) above.
- iv. All the members of the JV shall certify that they have not been blacklisted or debarred by any other Ministry/Department/PSU of the Govt. of India/State Government from participation in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV or the JV firm in which they were/are members.

Annexure JV-1

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT VENTURE (JV) PARTNERS

POWER OF ATTORNEY\*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney.)

Know all men by these present, we ..... do hereby constitute, appoint and authorize Mr/Ms.....who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of including signing and submission of all documents and providing information/ responses to Directorate of Agriculture, Assam representing us in all matters, dealing with The Directorate of Agriculture, Assam in all matters in connection with our Tender under NMEO-OP scheme.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the .....day of.....2015 Signature of the attorney

Signature of the attorney is attested

(Signature of authorized signatory)

(by the authorised signatory of the company)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness:

Witness 1:

Name :

Address :

Occupation :

Witness 2:

Name :

Address :

Occupation :

Notes:

- i) To be executed by all the partners individually, in case of a Joint Venture.
ii) The made of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
iii) In case of incorporated companies, the common seal of the company has to be embossed on all pages.



**Annexure JV-2**

**FORMAT FOR POWER OF ATTORNEY TO  
LEAD PARTNER OF JOINT VENTURE (JV)**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

**POWER OF ATTORNEY**

Whereas Directorate of Agriculture, Assam has invited request for empanelment for allotment of Oil Palm zones vide no.....dated.....

Whereas, the members of the Joint Venture comprising of M/s.....M/s.....and M/s....., are interested in submission of bid for the work .....(insert name of work..... in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s....., hereby designate M/s ..... , being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's Tender for the contract, including submission of Tender, participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture in all its dealings with the Department of Agriculture, Assam or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of Tendering till the contract agreement is entered into with the Directorate of Agriculture, Assam and thereafter till the expiry of the contract.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the .....day of.....2015

Signature of the attorney

Signature of the attorney is  
attested

(by the authorised signatory of  
the company)

.....(Signature)

Notes:

- i) To be executed by all the partners individually, in case of a Joint Venture.
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- iii) In case of incorporated companies, the common seal of the company has to be embossed on all pages.

.....

(Name in Block letters of Executants)  
Seal of Company

Witness 1:

Witness 2:

Name :

Name :

Address :

Address :

Occupation :

Occupation :

**Annexure JV-3**  
**MODEL MEMORANDUM OF UNDERSTANDING (MOU) FOR**  
**JOINT VENTURE PARTICIPATION**  
**BETWEEN**

M/s.....having its registered office at..... (hereafter referred to as.....) acting as the Lead Partner of the first part. And M/s.....having its registered office at.....(hereafter referred to as '.....') in the capacity of a Joint Partner of the other part.

The expressions of.....and .....shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS; the Directorate of Agriculture, Assam (hereinafter referred to as "Client") has invited bids for.....(insert name of work).....

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
  - i) Notice for bid, and
  - ii) Tender document
  - iii) Any Addendum / Corrigendum issued by (the Directorate of Agriculture, Assam)
  - iv) The Tender submitted on our behalf jointly by the Lead partner.
2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'Tender' jointly.
3. The name of the Joint Venture firm shall be\_\_\_\_\_.
4. M/s..... shall be the lead member of the JV for all indents and purpose and shall represent the Joint Venture in its dealing with Client. For the purpose of submission of Tender proposals, the parties agree to nominate ..... as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However, M/s .....shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s..... to M/s.....
5. The 'Parties' have resolved that the distribution of share and responsibilities is as under:
  - a) Lead Partner share .....%;  
Responsibilities .
    - i).....
    - ii).....
    - iii).....

b) Joint Venture Partner's share.....%  
Name.....  
Responsibilities i).....  
ii).....  
iii).....

C) Joint Venture Partner's share.....%  
Name.....  
Responsibilities i).....  
ii).....  
iii).....

**6. JOINT AND SEVERAL RESPONSIBILITY**

The Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract awarded to their JV.

**6. ASSIGNMENT AND THIRD PARTIES**

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusively and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

**7. EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions, payments from the client. The management structure for the tender work shall be prepared by mutual consultations to enable completion of implementation of the scheme with quality as per guidelines of Government of India.

**8. GUARANTEES AND BONDS**

Till the award of the work, the lead partner shall furnish Empanelment Security and all other bonds/guarantees to the Client on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.

**9. INDEMNITY**

Each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

**10.** For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

**11. DOCUMENTS & CONFIDENTIALITY**

Each party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

**12. ARBITRATION**

**13.** This Memorandum of Understanding Agreement is subject to Indian Law and subject to the provisions for arbitration, the Courts in the State of Assam shall have exclusive jurisdiction thereon. Any dispute, disagreement or difference arising between the parties hereto touching or concerning this Memorandum of Understanding Agreement in any manner shall be resolved by the Parties in an amicable manner within the outer limit of 60 days from the date of intimation of such dispute or difference by either party. In case of no settlement, such dispute, disagreement or difference shall be referred to the arbitration of a sole Arbitrator to be appointed by the parties jointly, failing which the sole arbitrator shall be appointed in accordance with the Arbitration & Conciliation Act, 1996, as amended from time to time. Such arbitration shall be held in accordance with the Arbitration & Conciliation Act, 1996, or any statutory modification thereof for the time being in force. The seat and venue of the arbitration shall be at Guwahati, District: Kamrup (Metro). The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.

**14. VALIDITY**

This MOU/ JV Agreement shall remain in force till the occurrence of the earliest to occur of the following unless by mutual consent, the parties agree in writing to extend the validity for a further period.

- a. The Tender submitted by the joint venture is declared unsuccessful, or
- b. Cancellation / shelving of the scheme by the client for any reasons prior to award of work.
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the client.

**15.** This MOU is drawn in.....number of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s ..... & M/s ..... and a copy submitted with the proposal.

**16.** This MOU shall be construed under the laws of India.

**17. NOTICES**

Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.

Lead Partner

Other Partner

.....

.....

.....

.....

(Name and Address)

(Name and

Address) Fax no:

Fax no.

IN WITNESS WHERE OF THE PARTES, have executed this MOU the day, month and year first before written.

M/s.....

M/s.....

.....

.....

(Seal)

(Seal)

Witness:

1..... (Name &Address)

2..... (Name &Address)

## REQUEST FOR EMPANELMENT FOR ALLOTMENT OF OIL PALM DISTRICTS

### TERMS OF REFERENCE (TOR)

#### FOR EMPANELMENT OF IMPLEMENTING PARTNERS FOR OIL PALM DEVELOPMENT PROGRAMME IN THE STATE OF ASSAM UNDER NMEO-OP 2022-23

- 1. INTRODUCTION:** The 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, the 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) scheme. 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 a remunerative return for oil palm farmers.
- 2. POTENTIALITY OF OIL PALM CULTIVATION IN ASSAM:** Oil Palm is being cultivated in Assam from 2014-15 onwards under National Mission on Oilseeds & Oil Palm (NMOOP) later known as NFSM- Oil Palm. Only three project districts had been selected namely Bogaigaon, Goalpara & Kamrup Rural under the scheme and a total of 2084 ha had been covered under oil palm cultivation in Goalpara & Kamrup Districts. The Indian Institute of Oil Palm Research (IIOPR-ICAR) in their assessment report 2020 have identified an area of 3,75,428 hectares as the potential for Oil Palm cultivation in the state of Assam.
- 3. AREA EXPANSION PLAN:** GOI has approved 18 districts under this mission. The year-wise target up to 2025-26 under the 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:** As per the directives of Government of India, 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 shall be selected through a Request for Empanelment for Allotment of districts/Zones, and the selected eligible firms/companies/agencies/JVs shall 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 Zone -ii, Zone-iv & Zone-V have already been allotted to two companies, based on the evaluation result of the last Request for Empanelment for Allotment of Oil Palm Zones floated on 16.01.2021.**

**The rest three zones, Zone-I, III & V are further divided into 8 subzones/districts and the empanelment/allotment shall be done on a “SUB-ZONE/DISTRICT” basis only. The following is the detail of 8 subzones/districts, to be allotted to the eligible firm/company/association/JV through the RFE process-**

SL NO	ZONE	SUB - ZONE	Districts
1	ZONE-I	Zone I (a)	Dhemaji
2		Zone I (b)	Lakhimpur
3	ZONE-III	ZONE-III (a)	Dima Hasao
4		ZONE-III (b)	Karbi Anglong
5		ZONE-III (c)	West Karbi Anglong
6	ZONE-V	ZONE-V (a)	Chirang
7		ZONE-V (b)	Sonitpur
8		ZONE-V (c)	Udalguri

**DEBARMENT FROM ALLOTMENT:** The Directorate of Agriculture, Assam reserves the right to disqualify a bidder at any moment from the bidding/allotment process,

- i) If the Government gets information that the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been fortified by a procuring entity in respect of any procurement process or procurement contract. The bidder will also be debarred from participating in tender or will be disqualified at any moment if the bidder has been blacklisted by any state government for any reason thereof, and the period of debarring is less than 3 years.

- ii) The Directorate of Agriculture, Assam has reserved the right to inspect, accumulate information, communicate with other state departments, or any such activities related to information as mentioned above, if the Directorate feels necessary to do so against any particular bidder.
- iii) The Debarment from Bidding as mentioned in no 46 of the Assam Public Procurement Act'2017 shall be strictly followed for acceptance or rejection of bidding application or for further action thereof.

## **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 (Firm/Company/Association/JV), with sufficient experience in Oil Palm development/plantation/processing/refining hereinafter referred to as **COMPANY**.
2. Whereas, **Firm** means a business entity with a single owner/proprietor, an **Association** means an Oil Palm growers association & **Joint Venture(JV)** means a contractual arrangement between two or more entities formed for the specific purpose of developing Oil Palm cultivation & processing.
3. The Government of India, hereinafter referred to as **GOI** and Government of Assam as **GoA**.
4. 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)**.
5. Whereas, the Director desires for area expansion under oil palm cultivation in the state of Assam to benefit the farming community while meeting the edible oil requirements of the country.
6. 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 the new price policy to the empanelled company.
7. Whereas, the Director, as per GOI approvals has decided to develop the Oil palm cultivation area up to 2 lakh Ha in the next five years (2021-22 to 2025 -26).
8. 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 the company.

9. 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.
10. Whereas, the Director will evaluate the companies who have minimum of 3 years of experience in the development/ plantation of oil palm or other plantation crops **OR** a minimum of 3 years of experience in the processing/refining of Oil Palm or other edible oils, in India or abroad through for empanelment through “**Request for Empanelment for allotment of oil palm Districts**”(hereinafter referred to as **RFE**).
11. Whereas, the bids shall be evaluated based on Technical & Financial Parameter scoring.
12. **Whereas**, all bidders, who have already been assigned with more than one zone as per the previous RFE (16.01.2022) shall be eligible for a maximum of two more districts only under this fresh request for empanelment.
13. Whereas The award of allotment of district/s to the successful bidder (which district to be allotted to whom) shall be decided by the competent authority of the Government of Assam, and the decision of the same shall be the final in this regard.
14. Whereas, the bidders must mandatorily qualify the minimum requirement of Cultivation/Plantation Experience of Oil palm or other plantation crops **OR** Oil Palm or other edible oil Processing or refining Experience for further evaluation. The minimum score for getting allotment shall be decided by the competent authority upon thorough scrutiny of the evaluation result.
15. 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 (1/3<sup>rd</sup>) part** of total seedlings requirement of the state for next five years to cover 2 lakh ha till 2025-26.
16. Whereas, the Company, after allotment of sub-zone/district/s 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.
17. Whereas, the Company will be allowed to involve in raising nurseries, establishing new seed gardens, supplying planting materials, setting up oil palm processing mills, capacity building of farmers, officers, input dealers, factory workers & project management units etc as per the target of NMEO-OP.

18. Whereas, the Director will sign an MoU with the empanelled companies to ensure quality service and maintain the laws/rules as fixed by the GOI & the Director.

19. 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 **sub-zone/s only**.
- 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 upon 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. The Director desires the company to handhold the existing/upcoming nurseries (raised by FPO/FPCs) by supplying them with quality seeds, technical guidance etc. and to help in marketing /selling the oil palm seedlings in their allotted district/s.
  - b. However, the company is free to set up its own Oil Palm nursery in its allocated district/s. The company can avail of the benefits for raising Nursery as per GOI guidelines under the scheme, subject to the availability of funds.
  - c. The Director will not take any responsibility for providing land or any additional facilities for raising nurseury to the Company/FPO/FPCs beyond

the provision of the NMEO-OP scheme as fixed by the GOI. However, the Director through the concerned Deputy Commissioner may facilitate the land lease on a need basis.

- d. 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 the win-win situation of both the parties.
  - e. The company must ensure that the quality of seeds for oil palm nurseries is certified and authenticated by IIOPR-ICAR.
  - f. 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 the development and extension of **Oil Palm cultivation in the state**.
- a. The company will evaluate and map the potential areas of the allotted district/s for oil palm cultivation in close coordination with the District Agricultural Officer, notified officer/team of officers and members of the Panchayati Raj Institutions of the concerned district/s.
  - b. The company must ensure **that no deforestation or hazard to the animal takes place during the** cultivation of oil palm in their allotted areas. Forest land shall not be encroached upon, revenue laws of the state and related judgments from courts be 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 a Soil testing fee from the farmer as per the GOI rate, if the farmer doesn'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 IIOPR-ICAR. The company must ensure that any kind of technical training and guidance to the farmers must have validation of IIOPR-ICAR.
  - f. The company shall organize campaigns and meetings to motivate and train the farmers to bring the 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. However, submission of details of such personnel before the Director will not burden the Director with any financial & other liabilities of those personnel.
  - 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 district/s 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 collection centre 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 to the farmers.

- e. In case of failure in the purchase of FFB in time (by the company), farmers of the existing plantation within allotted districts shall be compensated for loss occurred by the company at the approved of GOI.
  - f. The company shall not claim any harvesting, storing 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 number of approved seed gardens will be limited (depending upon the expected area of expansion) and therefore, the Director is not bound to allot seed gardens to the Company. If allotted, the company can avail the benefits for seed gardens as per the GOI norms & subject to the availability of funds.
  - b. However, the companies are free to set up Oil Palm Seed gardens of their own in their allocated districts ensuring the satisfaction of the minimum criteria as set by GOI.
  - c. The company willing to set up a 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. However, the Director may communicate with the concerned district administrations to facilitate land identification.
  - e. The company must ensure IIOPR-ICAR standards, guidance & interventions while setting up the seed gardens.
  - f. The plants for seed gardens must have the quality standards as declared by IIOPR-ICAR.
  - g. The seeds from the seed garden must not be restricted to the sub-zone where the seed garden is established. The seed garden must serve the entire state as and when required and if stocks are available.

- x. The following are the Roles, the Director desires the company to perform regarding the establishment of **OIL PALM PROCESSING MILL**.
- a. Based on the approval of GOI, the allotment of Processing Mill shall be made and the company shall set up the same as per the guideline of GOI. **If, the approval of Oil Palm Processing mill is less than the total no of zones or higher but not suitable for equal distribution, a separate bidding process for allotment of the processing mill may be adopted.**
  - b. However, the company may put the Oil palm processing mill of their own in the allotted district/s. 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 the establishment of oil palm processing industry in the state. The Company shall explore and take possession of land (on their own or lease basis) for the setting up of oil palm processing mill (Crude Oil Palm Mill)/factory. However, the Director through the concerned Deputy Commissioner shall facilitate the land lease on a need basis
  - d. However, the available provision of subsidy for the establishment of Oil palm processing mill 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 six month of empanelment based on their allotted sub-zone/district.
  - 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.
20. The company shall handle the farmers amicably in the work of Oil palm development.
21. Year wise target for oil palm development shall be decided by the Director.
22. The company shall submit the detailed planning for achievement of the target to the Director.
23. In the event of non-fulfilment of the terms and condition of the agreement due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities etc., neither the company nor the Director shall be held responsible for any consequential loss.
24. The development of work on oil palm by the company shall be reviewed once in every third year. If the government represented by the DIRECTOR or senior officials does not



agree with the progress made, a one-year additional rectification period shall be allowed for making necessary course corrections. Even after one year, if 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.

25. 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)**