

RFPNo.NER/Agribusiness/

Date:



**NORTH EASTERN REGIONAL AGRICULTURAL MARKETING CORPORATION LTD.
(NERAMAC)**

(A GOVERNMENT OF INDIA ENTERPRISE)

INVITES

REQUEST FOR PROPOSAL

FOR

**SELECTION OF LICENSEE FOR OPERATION & MAINTENANCE OF THE
AGARWOOD PROCESSING PLANT IN GOLAGHAT, ASSAM ON A LICENSE
BASIS under PPP mode**

Last date for submission of the Bid

14th July 2025 at 17:00 hours

For RFP Document, please visit

<https://gem.gov.in>

DISCLAIMER

This RFP document for selection of a prospective Licensee for Operation & Maintenance of the Agarwood Processing Plant in Golaghat, Assam on license basis contains brief information on the scope of work, eligibility requirements and details of the selection process amongst others for the bidder.

This RFP is not an agreement and is neither an offer nor invitation by NERAMAC to the bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this RFP document for operation of the outlets.

NERAMAC reserves the right to accept or reject any or all Bids without giving any reasons whatsoever and the decision of the management shall be final and binding on all the Bidders. Bid not fulfilling any of the conditions will be summarily rejected.

NERAMAC also reserves the right to relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of NERAMAC without assigning any reason thereof, and may include any other item in the Scope of Work at any time after consultation with the Bidders or otherwise. The activities described are indicative and subject to change based on approval and project sanction by the competent authorities of the Central and State Government.

REQUEST FOR PROPOSAL (RFP)

NERAMAC invites Request for Proposal (RFP) from Registered Partnership Firm/ LLP/ Registered Cooperative Society/ Company incorporated under Companies Act for Operation and Maintenance(O&M) of its Agarwood Processing Plant at Golaghat, Assam on a License Basis in accordance with the terms & conditions set up in this document. Interested parties fulfilling the eligibility criteria may apply on <https://gem.gov.in>

1.	RFP No.	
2.	Date of release of RFP through GEM portal	23rd June 2025
3.	Date and time for pre-bid meeting (Optional)	10th July 2025 at 11:00hrs(online)
4.	Last date for bid submission	14th July 2025 at 17:00hrs
5.	Date and time for opening of Technical Bid	15th July 2025 at 11:00hrs
6.	Date and time for opening of Financial Bid	15th July 2025 at 16:00hrs
7.	Mode of Submission of Bid	Online only GeM
8.	Validity of RFP	21 Days
9.	Bid validity period	90 days from the date of tender opening
10.	Venue of Bid Evaluation	NERAMAC Ltd. Head Office, Six mile, Panjabari Road Guwahati, Assam-781022
11.	Earnest Money Deposit(EMD)	Rs.50,000/-
12.	RFP Document Cost (Non-Refundable)	Rs. 2,500/-
13.	Contact Persons & Details	<u>For query related to Tender</u>

INTRODUCTION

North Eastern Regional Agricultural Marketing Corporation Ltd. (NERAMAC) is a Government of India Enterprise under the administrative control of the Ministry of Development of North Eastern Region (DoNER), Government of India, incorporated in 1982. Our mission includes providing comprehensive marketing solutions to farmers and entrepreneurs associated with agri-horti sector in the North East Region through marketing linkage, capacity building, food processing development and value chain frameworks. The Agarwood Cluster Development Project, proposed for Assam in June 2025, aims to transform the agarwood industry by addressing critical gaps in cultivation, processing, and market access, while promoting sustainability and economic growth. Agarwood, a highly valued resinous wood from *Aquilaria* trees, holds profound cultural, economic, and environmental significance. Below is an elaborated introduction to the project, drawing from the provided document:

Cultural and Historical Significance

Agarwood, known as oud, gaharu, or aloeswood, has deep roots in Indian tradition, particularly in Hindu culture. Referenced in ancient texts like the *Atharva Veda* and *Mahabharata*, it symbolizes purification, luxury, and divine favor. In Vedic rituals, agarwood was burned in sacred fires to invoke spiritual sanctity, while in the *Mahabharata*, its fragrance marked royal opulence, as seen in the scented mansions of kings and the ceremonial use in Khandavaprastha to honor dignitaries. This cultural reverence underscores agarwood's enduring value, not only as a spiritual and luxury commodity but also as a cornerstone of Assam's economic potential.

Economic and Industrial Importance

Agarwood is a high-value product derived from the resinous heartwood of *Aquilaria* species (notably *Aquilaria malaccensis*), formed when the tree is infected by specific molds. Its applications span perfumery, traditional medicine, incense, and religious ceremonies, particularly in Asia and the Middle East. The global demand for agarwood products—essential oils, wood chips, powder, and handicrafts—drives a lucrative market, with premium chips fetching thousands of dollars per kilogram. In India, Assam and Tripura dominate agarwood cultivation, accounting for 96% of the country's trees, making the region a strategic hub for this industry. However, challenges like fragmented supply chains, low productivity, and limited processing infrastructure have hindered farmers from realizing the full economic potential.

Environmental and Sustainability Context

Historically, agarwood was sourced from wild trees across Southeast Asia, leading to overharvesting and the endangerment of *Aquilaria* species, now listed under CITES Appendix II to regulate trade. This has spurred a shift toward sustainable plantation-based cultivation since the 1990s, with artificial inoculation techniques reducing resin formation time from 20-30 years to 6-8 years. The project aligns with these global sustainability efforts, promoting controlled cultivation and modern processing to reduce pressure on wild populations while ensuring compliance with international regulations like CITES.

Project Rationale and Objectives

The Agarwood Cluster Development Project, spearheaded by NERAMAC under the Ministry of Development of North Eastern Region (MDoNER), seeks to address key challenges in Assam's agarwood sector: fragmented value chains, outdated techniques, limited infrastructure, and weak market linkages. By establishing a Cluster Processing Centre (CPC) in Assam, the project aims to:

- **Enhance farmer incomes** by connecting 5,000 growers to better markets, targeting an income increase from ₹80,000 to ₹1.4 lakh per grower annually.
- **Build infrastructure** through a CPC equipped with modern facilities for sorting, grading, distillation, and quality testing.
- **Promote skill development** by training 7,050 individuals, including chip cutters, inoculation technicians, and perfume makers.
- **Boost exports** by ensuring compliance with international standards and leveraging e-commerce and trade shows.
- **Ensure sustainability** through blockchain traceability, advanced extraction techniques, and sustainable cultivation practices.

Strategic Importance

Supported by the Assam Agarwood Promotion Policy (2020) and funded under the PM-DevINE scheme (₹28.33 crore), the project adopts a hybrid Public-Private Partnership (PPP) model. NERAMAC will oversee coordination and funding, while private partners manage operations and marketing. The initiative integrates research and development (R&D) with institutions like FFDC Kannauj, focusing on high-efficiency extraction and product standardization. By fostering Farmer Producer Organizations (FPOs), modernizing infrastructure, and enhancing market access, the project aims to create a robust, sustainable agarwood value chain, contributing 15-20% to the GDP of cluster districts and serving as a model for other states.

This project not only capitalizes on Assam's natural and cultural affinity for agarwood but also positions the region as a global leader in sustainable agarwood production, balancing economic growth with environmental and social responsibility.

About this initiative:

To unlock the untapped potential of agarwood sector in North Eastern Region (NER), Ministry of Development of North Eastern Region (MDoNER) constituted an Inter-Ministerial Task Force (IMTF) in November, 2023. The IMTF, after due deliberation submitted its report and a 15 action items based on the recommendation was duly approved by the competent authorities. As part of the roadmap, a project was to be undertaken, as proof of concept, for agarwood value chain augmentation and for exploring the market linkages and export potential, involving the establishment of a model agarwood processing cluster (Cluster Processing Centres) in Golaghat (Assam).

The focus is on enhancing Agarwood production, processing, and marketing through cluster formation, skill development, infrastructure establishment, marketing, branding,

and research and development (R&D).

The Agarwood processing plant, for production of **agar oil** and **agar chips**, will be a part of this initiative having the following objectives:

- Work as a Cluster Processing Centre (CPC)/ Value addition unit/ Factory.
- Collection counter
- Secure Storage (Locker system)/ Raw Material Warehouse
- Sorting, Grading, Packaging and Labelling facilities
- Distillation unit with capacity of 700 lts X 12 Nos boiling vessels
- Quality testing lab

1. INSTRUCTION TO BIDDERS

- a) Bidder is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the RFP documents. Failure to furnish all the information required as per the RFP document or submission of RFP not substantially responsive to the RFP documents in every respect will be at the Bidders' risk and may result in rejection of the RFP.
- b) Only e- bid on GEM will be accepted.
- c) It shall be deemed that by offering a bid, the Bidder has:
 - i. Made a complete and careful examination of the bidding documents & offered site.
 - ii. Received all relevant information from NERAMAC and satisfied themselves about all matters, things and information here in above necessary and required for bidding.
 - iii. Acknowledged and agreed that ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from NERAMAC.
- d) The bid should be submitted strictly as per RFP Form provided in the document. Bids of only those parties shall be considered for evaluation who accepted the terms and conditions of the tender. Conditional tender shall be treated as null and void.
- e) Eligible selected party/parties shall have to sign an Agreement with NERAMAC after completion of the selection process.
- f) Any corrigendum including extension of date or change of date for submission of the tender shall be published only on the website and that shall be deemed to have been seen by the bidders.

- g) All the papers of RFP document with terms and conditions should be duly signed by the Bidders on each page as a token of acceptance of all the terms and conditions.
- h) At any time within the RFP submission last date, NERAMAC may modify the RFP document for any reason whether at its own initiative or in response to clarifications requested by any Bidder.

2. GENERAL TERMS & CONDITIONS

The Plant space shall be handed over to the selected party, NERAMAC will be responsible for infrastructure development and installation of machinery. The operation, maintenance, management as well as looking after all other related activities, including day to day operations of the plant will be looked by the selected private partner.

- a) The **base license fee** stipulated by NERAMAC is **Rs 50,000/-per month** (excluding all outgoings like Electricity Bills, Taxes, Revenue Duties, GST etc.). The License fee shall be escalated and increased by 10% after completion of each year of license period.
- b) Bidders registered under Micro, Small, and Medium Enterprises (MSMEs) are exempted from paying Earnest Money Deposit (EMD) as per norms outlined in Rule 170 of the General Financial Rules (GFRs) 2017. (Furnishing of adequate supporting documents for this exemption is mandatory)
- c) The selected party will deposit **03 (Three) months** license fees plus all applicable taxes as Security Deposit within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA) in the form of TDR/ FDR/CDR/BANK GUARANTEE pledged in favour of **NERAMAC LTD**, drawn on a scheduled commercial Bank with renewal facility till the expiry of the agreement. Said amount shall be refunded on expiry of the agreement after deduction, if any.
- d) A gestation period of **01 (One) month** starting immediately from the date of handover of the plant shall be provided to the selected party for mobilization and take over operations of the plant. Payment of 100% license fee shall commence immediately from the expiry of the gestation period i.e. 2nd (second) month from the date of handover of the plant and will handover in a working condition to the operator.
- e) The contract license shall be initially valid for a period of **05 (Five) years** extendable for further period of 2 (Two) years each at the sole discretion of NERAMAC, subject to satisfactory performance of the selected party.
- f) No Sub-license/ Mortgage/ lien shall be created during the subsistence of the license period.
- g) NERAMAC shall assist in the marketing and selling of the processed products if desired by the selected party. Notwithstanding, NERAMAC shall receive from the

party **05 (Five) percent** of actual monthly sale of products exclusive of GST or any other Govt. taxes.

- h) The selected party shall engage from itself ,as reasonably necessary, all labour and professional, supervisory and managerial personnel as are required to operate and maintain the plant. The party shall be solely responsible for the safety of the persons engaged in the plant.
- i) The selected party shall operate the plant only in the name of “NERAMAC Ltd.” and shall not operate the same under his/her name or any other style.
- j) Capacity building Obligations of the licensee: The selected Licensee shall actively participate in **capacity-building initiatives**.
- k) The selected party shall comply with all Laws applicable to the operation and maintenance of the Plant and shall file such reports, notices, and other communications to any government agency only with prior intimation and approval of the NERAMAC.
- l) The selected party shall maintain inventory of assets, operating logs, records, and reports with respect to operation and maintenance of the Plant to be checked and verified by NERAMAC from time to time.
- m) Expenses towards consumption of electricity, water, maintenance and repair of plant and machinery, proper upkeep, cleanliness and house-keeping of the plant etc. shall be borne by the selected party.
- n) These elected party shall be responsible for any damage to equipment, property and third-party liabilities caused by acts of commission or omission on part of its deployed manpower at plant premises. All existing equipment/ infrastructure shall be used only for the purpose of carrying out legitimate business and will not be put into any other use. For any established damage, the extent of damage as decided by NERAMAC shall be final and binding on the selected party and it will be adjusted from receivables e.g. Security Deposit etc.
- o) The selected party shall not make any structural changes or any other major alterations/ additions that may incur any expense chargeable to NERAMAC. However, if necessity arises, same can be done only with prior intimation to NERAMAC at its own cost and with consent in writing there of. The selected party shall follow and abide by all applicable Central/State Government policies, rules and regulations, instructions and safety measures in accordance with the existing laws and utility practices & standards involved in the operation of the Plant.
- p) A performance evaluation committee headed by NERAMAC Managing Director will carry out performance evaluation Assets disposal, failure to indemnify NERAMAC and other unfair practices shall lead to termination of agreement and handing over the asset back to NERAMAC in reasonably good condition.

Category	Scope of Work
Evaluation of Operational Performance	Assess the licensee's adherence to operational standards and efficiency in running the Agarwood Processing Plant. Monitor compliance with production targets (minimum 16 liters of agarwood oil and 300 kg of agarwood chips per month).
Asset Management	Verify the condition and proper utilization of plant machinery and infrastructure. Ensure no unauthorized structural changes or alterations are made without NERAMAC's written consent.
Financial Compliance	Review timely payment of license fees and other financial obligations (e.g., GST, utilities). Validate adjustments or deductions from the Security Deposit for damages or breaches.
Regulatory and Safety Adherence	Confirm compliance with Central/State laws , safety measures, and environmental regulations . Ensure all required licenses (GST, FSSAI) and permits are valid and up-to-date .
Record-Keeping and Reporting	Inspect maintenance logs, inventory records, and operational reports submitted by the licensee. Ensure transparency in documentation for audits or third-party verifications.
Dispute and Breach Resolution	Investigate violations of the agreement (e.g., sub-licensing, non-payment) and recommend corrective actions. Initiate termination procedures if breaches are irreparable, ensuring a 60-day notice period .
Handover and Exit Formalities	Oversee the return of the plant in good condition upon termination or expiry of the agreement. Ensure removal of licensee's belongings within 30 days post-termination.
Periodic Reviews	Conduct scheduled and surprise inspections to evaluate overall performance. Provide recommendations for contract extension or penalties based on findings.

q) Scope of work of evaluation Committee –

3. ELIGIBILITY CRITERIA

- a) The Bidder should be a Registered Partnership Firm/ LLP/ Registered Cooperative Society/ Company incorporated under Companies Act and should be financially capable to invest fund from either own source or secured loan or unsecured loan in order to utilize the existing facility to the maximum extent possible in a commercially

Signature of the Bidder with Seal

viable manner.

- b) Copies of the Articles of Association or Memorandum of Association (for registered companies), bye-laws and certificates of registration (for registered co-operative societies), registered partnership deed (for partnership firms) and trade licenses must be provided.
- c) The bidder should have valid Registration Certificate/ Trade License/GST Registration/ FSSAI License issued by competent authority or particulars of Registration Certificate issued by various Agencies/Authorities or should be in a position to obtain it.
- d) Power of Attorney/Authority Letter to sign the RFP Document as applicable.
- e) Further to be eligible to participate in this RFP, the bidder must have an average annual turnover from business of not less than Rs.10.Crore(Ten Crore) in the last three Financial Years or should have a minimum Net Worth of Rs.10.Crore(Ten Crore) in the last Financial Year.
- f) Certificate in original:
 - i. From an Independent Chartered Accountant with UDIN on the turnover for the last 3 (three) years shall be submitted.
 - ii. Copy of Profit and Loss Account and Balance sheet duly certified by the Auditor for 3 (three) years shall be submitted.
 - iii. IT>Returns duly filed for the last 3 (three) financial years with computation details.
- g) In respect of Pvt. Ltd. Company/Public Limited Companies, the net worth will be ascertained based on the paid-up share capital of the company including the share premium and reserves created out of profits as per the latest balance sheet. The net worth of all entities of her than companies will be ascertained on the basis of balance sheet of individual properties/partner(s) i.e. assets minus all liabilities, in both cases duly certified by the Chartered Accountant.
- h) Bank Solvency certificate certified by the Bankers should be furnished along with the RFP.
- i) Consideration shall be given to participants having business operations and experience in the North Eastern Region.
- j) The bidder should have having experience in similar industry or similar activity. Proof of experience should be furnished.
- k) The Bidder must demonstrate the capability to achieve a minimum target production of 16 liters of agarwood oil and 300 kg of agarwood chips per month to ensure operational viability of the unit.

- l) The Bidder shall be solely responsible for arranging and maintaining adequate working capital to sustain the unit's operations, including raw material procurement, labour, utilities, and other operational expenses
- m) Bidder having 3 years or above experience in Agarwood processing are only eligible

4. BID FORMAT & CONTENTS

The Bidder shall submit the completed, signed and stamped RFP document online on GEM portal only.

The Contents of Technical Bid (Duly Filled, Signed &Stamped):

- i. Form-A
- ii. Form-B
- iii. Application
- iv. Supporting Documents as required for qualification

5. PROCEDURE FOR SELECTION

- a) The Technical Bids received will be scrutinized and checked for fulfillment of minimumeligibilitycriteriagivenintheRFP.Further shortlistings shall be carried out on the basis of the following evaluation criteria. The decision of the Evaluation Committee in the evaluation of the Bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- b) The marks for each criterion shall be as per the table given here below:

Evaluation Criteria & Marks Distribution

S.No	Evaluation Parameter	Max Marks	Scoring Guidelines
1	Financial Capacity	25	- ≥₹10 Cr avg. annual turnover (last 3 years): 15 marks - ₹11–15 Cr: 20 marks - ₹16–20 Cr: 25 marks - <₹10 Cr: Disqualified (As per RFP eligibility)
2	Years of Experience in Relevant Sector	20	- 10+ years: 20 marks - 7–10 years: 15 marks - 5–7 years: 10 marks - <5 years: 5 marks
3	Sector-Specific Expertise (Agri-processing/Essential Oils/Agarwood)	20	- Direct agarwood/oil processing exp.: 20 marks - Other essential oils/herbal extracts: 15 marks - General agri-processing: 10 marks - Non-related sector: 0 marks
4	Export Experience (International Market Reach)	15	- Active exports (last 3 years): 15 marks - Past export history (5+ years ago): 10 marks - No export experience: 0 marks
5	Technical Manpower & Infrastructure	10	- Dedicated R&D/QC team + lab facilities: 10 marks - Technical staff but no lab: 7 marks - Outsourced technical support: 3 marks
6	Compliance & Certifications (FSSAI, GST, ISO, etc.)	10	- ISO/FSSAI + 3+ relevant certifications: 10 marks - Basic licenses (GST, Trade): 5 marks - Non-compliant: 0 marks

c) Bidders scoring above **70 marks** in the above evaluation will be treated as technically qualified and will be shortlisted for opening of Financial Bid.

d) The technically qualified Bidder quoting the highest rate in the Financial Bid will be selected for award of work.

6- Validity of EMD:

- Validity of EMD will be 135 days i.e Bid Security will remain valid for a period of 45 days beyond the final bid validity period.
- EMD of unsuccessful bidders will be returned within 45 Days of selection of successful bidder
- The EMD of the successful bidder shall be returned upon deposit of the performance security.

7- EXECUTION OF LICENSE AGREEMENT

Upon evaluation, the selected party shall be issued a Letter of Acceptance of bid and shall require to sign the License Agreement within 15 (Fifteen) days of finalization of results. The plant shall be handed over to the selected party as per the terms and conditions of the agreement.

The EMD & Security Deposit will be forfeited in case the successful bidder violates any clauses applicable to this RFP and shows unwillingness to execute operation of the plant as per License Agreement.

8- TERMINATION OF AGREEMENT

- a. The successful bidder shall have the option to exit from the License Agreement only after a lock-in period of **01(One)year** from the date of start of License Period and after complying with the exit formalities as decided by NERAMAC.
- b. NERAMAC reserves the right to terminate the License Agreement by issuing **60days** Written notice to the selected party in the event of the following:
 - (i) Violation of any laws/clauses of the RFP/Agreement or the Plant and the licensee does not cure such violation within 60 days;
 - (ii) Material breach by the licensee in the performance of the Services;
 - (iii) Non-payment of License Fee within the time specified;
 - (iv) Becomes insolvent during pendency of the License Agreement.
 - (v) Persistent in non-compliance of the written instructions of NERAMAC.

- (vi) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- (vii) On any other operational ground or any other Administrative Exigencies.
- (viii) Determination by NERAMAC that it does not wish to extend the agreement.

Security deposit in all the above cases shall be refunded after applicable deductions.

- a- The termination of the Agreement shall not release the licensee from its obligation to pay any sums owed to NERAMAC nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- b- Upon termination of agreement, the licensee shall remove its belongings from site within **30 days** of issue of termination letter, failing which these belongings shall become property of NERAMAC
- c- Performance evaluation clause-

9-Transfer of knowledge:

All special and unique information related to the production of this units can not be shared to others without NERAMAC's permission.

The selected agency should acknowledge that all proprietary, unique, or non-public production-related information regarding this Unit (collectively, 'Confidential Information') is owned exclusively by NERAMAC. The agency shall:

- **Maintain all Confidential Information in strict confidence**, using at least the same level of care as the Vendor uses to protect its own confidential materials— and in no event less than reasonable care.
- **Disclose such information only to those of its employees, agents, or sub contractors** who:
 - a) have a legitimate, documented need to know for performance under this Agreement, and
 - b) are contractually bound by confidentiality obligations no less restrictive than those herein.
- **Not disclose Confidential Information to any third party**, in any form, without NERAMAC's **prior written consent**.
- **Use Confidential Information solely for the purposes** of fulfilling its obligations under this Agreement and not for any other purpose.
- **Return or destroy all Confidential Information** (including any copies or derivations) promptly upon NERAMAC's written request or upon termination of this Agreement, and certify in writing that such return or destruction has been completed.

10. Conflict of Interest Declaration

The Bidder must declare that, to the best of its knowledge:

- Neither the Bidder, nor any of its officers, employees, agents, advisors, or subcontractors, has any actual, perceived, or potential conflict of interest related to this procurement.
- Conflicts of interest may include, but are not limited to: financial interests, family or personal relationships, current or prior employment, consulting arrangements, gifts, hospitality, or any connection that might improperly influence impartial performance
- The Bidder shall immediately disclose, in writing, any situation that arises during the evaluation or contract execution that may reasonably be regarded as a conflict of interest.
- The procuring entity reserves the right to evaluate disclosed conflicts and may require the Bidder to take appropriate remedial measures, restructure the proposal, or in some cases, exclude the Bidder from the process.

10.1 . Integrity Commitment

The Bidder must declare that, to the best of its knowledge:

- It has not and will not engage in any corrupt, fraudulent, collusive, coercive, or obstructive practices in connection with this RFP or any related contract.
- It has disclosed, or will disclose at the earliest opportunity, any payments (or pledges thereof) made to agents, intermediaries, or officials related to this tender or contract.
- It has not paid, offered, or promised any bribe, gift, favour, or undue advantage to secure or influence this procurement or contract, directly or indirectly.
- It has not colluded with, nor malignly influenced, other bidders or third parties in any way that could compromise the fairness of the bidding process.
- It will maintain records of all payments to agents or intermediaries related to this bid or project and disclose them upon request.

10.2 Remedies and Consequences

The Bidder must declare that, to the best of its knowledge:

- Any breach of these obligations may lead to rejection of the Bidder's proposal, cancellation of the award, contract termination, forfeiture of bid security, blacklisting, and/or legal action under applicable anti-corruption laws.
- The Bidder acknowledges that the procuring entity may involve appropriate investigative or legal authorities (e.g., anti-corruption or competition regulators) if unethical or unlawful conduct is detected.

11- Performance Evaluation & Key Performance Indicators (KPIs)

The selected Licensee shall be evaluated annually, starting **after the first year of operation**, based on the following KPIs:

KPI	Baseline Target	Evaluation Method
Grower Linkages	Minimum 100 growers linked annually for raw material supply.	Verified list of registered growers with procurement records.
Production Capacity Utilization	- Agarwood Oil : ≥80% of installed capacity (≥16 liters/month). - Chips : ≥80% (≥300 kg/month).	Monthly production logs, distillation unit reports, and quality lab records.
Turnover Achievement	Minimum ₹12 Cr/year (₹1 cr/month) from processed agarwood sales.	Audited financial statements & GST-filed sales data.
Export Volume	Minimum 20% of total production exported within 2 years (with proof of shipments).	Customs documentation, shipping bills, and buyer contracts.

12. Evaluation Timeline

- **First Evaluation:** After **12 months** of operation.
- **Subsequent Evaluations:** Annually, with corrective action plans if KPIs are unmet.

13. Penalty & Termination Clause

- **First Warning:** If KPIs are unmet, NERAMAC will issue a **30-day corrective notice**.
- **Second Warning:** Failure to improve in the next 60 days will result in a **financial penalty (5% of monthly license fee)**.
- **Third Warning:** Continued non-compliance after 90 days will lead to **contract termination** and forfeiture of Security Deposit.
- **Immediate Termination:** For persistent violations (e.g., <50% KPI achievement after 1 year).

14-APPLICABLE LAW , JURISDICTION AND DISPUTE RESOLUTION

1. The agreement shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Guwahati shall have the jurisdiction in all matters arising out of and/ or concerning the RFP or the agreement. The aforementioned exclusive and irrevocable jurisdictions of a foresaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
2. In the event of any dispute, difference of opinion or claim arising out of or relating to the agreement or breach, termination thereof, shall firstly be attempted to be settled by prompt and good faith negotiations. If the dispute cannot be settled by mutual negotiations within 30 days from its commencement, it shall be referred to a sole Arbitrator within 120 days by the Competent Authority of NERAMAC LTD. The cost of the Arbitrator shall be borne by both the parties equally and the decision of the arbitrator shall be final and binding on all the parties. The venue of such arbitration shall be Guwahati. It is hereby clarified that during the Arbitration Proceeding the Parties shall continue to perform their respective rights and obligations under the agreement.
3. Nothing contained in this clause shall prevent NERAMAC LTD. from seeking interim injunctive relief against the other in the courts having jurisdiction over the parties.

UNDERTAKING

I/We, have gone through the RFP Documents, have accepted and am/ are bound by all the terms and conditions given in the RFP document.

I/We agree that any RFP bid may be rejected if the competent authority feels that the response to RFP is not qualified enough for the selected bidder to execute the work.

Seen, Read and Accepted.

FORM-A

BID FORM

To

The Managing Director,
NERAMAC Ltd.
Six mile, Panjabari Road,
Guwahati Assam 781022

**Subject: RFP for selection of Licensee for Operation & Maintenance of the
Agarwood processing unit in Golaghat, Assam.**

Dear Sir,

The undersigned having read and examined in detail all the RFP documents pertaining to the assignment, do hereby express the interest to do the work as specified in the scope of work.

Ser	Information	Details
1	Name of the Bidder(In capital letters)	
2	Status: (Registered Partnership Firm/ LLP/ Registered Cooperative Society/ Company incorporated under Companies Act)with details and proof there of	
3	Year of Establishment	
4	Registered Office Address:	
5	Telephone/ Mobile No.	
6	Email/Website address:	
6	PAN No:(Copy to be enclosed)	
7	GST Registration No: (Copy to be enclosed)	
8	Trade License:(Copy to be enclosed)	
9	Annual Turnover for last 3 years with details:	
10	IT Returns for last 3 financial year:	
11	Earnest Money Deposit(EMD)details:	
12	RFP Document fees details:	

We enclose here with the following documents:

1. Copies of Articles of Association / Memorandum of Association (in case of registered companies), By laws and certificates for registration (in case of registered co-operative societies), Registered Partnership deed (in case of partnership firm).
2. Trade License.
3. Self-attested copy of PAN/TAN card, and GST registration of the Bidders.
4. Power of Attorney/Authority Letter to sign the RFP Document as applicable.
5. Certificate in original:
 - i. From an Independent Chartered Accountant on the turnover for the last 3 (three) years shall be submitted.
 - ii. Copy of Profit and Loss Account and Balance sheet duly certified by the Auditor for 3 (three) years shall be submitted.
 - iii. IT/ Returns duly filed for the last 3 (three) financial years with computation details.
6. Bid Documents.
7. Please note that Form-A should be submitted on the Company/Firm's letterhead duly seal and signed by the authorized person.
8. RFP Document Fee of Rs. 2,500/- (Non-Refundable).
9. EMD of Rs. 50,000/- should be placed in Technical Bid only payable by RTGS/NEFT/POS or DD in favour of NERAMAC LTD., Bank Name: State Bank of India, Branch Name: New Guwahati Branch, Bamunimaidan, Account No: 10566982782, IFSC Code: SBIN0000221.
10. Form "B".
11. Form "C".
12. Self-attested copies of Supporting Documents.

CERTIFICATE

I/We hereby declare that I/we have carefully read and understood the terms and conditions of the RFP and I/we confirm my/our acceptance to the Terms and Conditions stipulated.

It is hereby confirmed that I/we am/are entitled to act on behalf of my/our company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection. In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

Date:

(Signature of the Bidder)

Along with seal/stamp

Name :

Designation:

TECHNICAL BID FORM

To
The Managing Director,
NERAMAC Ltd.
Six mile, Panjabari Road,
Guwahati Assam 781022

**Subject: RFP for selection of Licensee for Operation & Maintenance of the
Agarwood processing unit in Golaghat, Assam**

Sir,

With reference to your published RFP, we submit there with our technical bid as per the Terms and Conditions provided by you. The particulars of offer are given below:

SL	Eligibility Criteria	Documents attached in support	Remarks
1	Name of the Firm/Company		
2	Registered address of the Company		
3	Year of Establishment		
4	Nature of Business of the Company and years of experience		
5	Number of Technical staff at present		
6	Power of Attorney (if applicable)		
7	Partnership deed (if any)		
8	Registration of Firm/Company		
9	Plan & Program of work		
10	Any other point liked to be added		

Note: Bidder can use a separate sheet if required

Date:

(Signature of the Bidder)

Along with seal/stamp

Name :

Designation:

Signature of the Bidder with Seal

Annexure-A

Affidavit (Duly Notarized)

(To be given by the Bidder on a Non-Judicial Stamp Paper of Rs. 100)

I,..... S/o.....,aged about.....,Resident of
.....working as.....(insert designation)of the
.....(insert name of the single bidder/consortium member if a consortium),
Do here by solemnly at firm and state as follows:

1. I am the authorized signatory of (insert name of company/ FIRM/ consortium) (hereinafter referred to as "Bidder") having its registered office at I am duly authorised vide Authority Letter/ Board Resolution dated of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I have submitted information with respect to our eligibility for **Selection as a Licensee for the Operation & Maintenance of the Agarwood Processing Plants in Golaghat, Assam .**
3. I further state that we have the necessary manpower and all the said information submitted by us is accurate, true and correct and is based on our records available with us.
4. I here by declare that if at any point of time any further/additional information regarding our financial and/or technical capabilities, or any other relevant information is required, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of NERAMAC LTD.
5. I state that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the RFP process. The costs & risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the RFP Document have been duly complied with.
7. I on behalf of _____,undertake to work as per the terms and conditions rolled out by NERAMAC LTD.
8. I understand that NERAMAC LTD. reserves the right to accept or reject and to cancel the RFP and reject all Request for Proposal s at any time prior to the award of contract, without assigning any specified reasons whatsoever.

DEPONENT

(Name, Designation with & Seal)

Signature of the Bidder with Seal

VERIFICATION:

I, the above-named deponent, do verify that the contents of paragraphs 1 to 8 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at....., on this.....day of 2024.

DEPONENT

(Name & Designation with Seal)

Annexure-B

Duly Notarized Undertaking for not being banned for business By any Govt. Organisation / PSU etc.

(To be given by the Bidder on a Non-Judicial Stamp Paper of Rs. 100)

I/We _____/Partner(s)/Authorized Signatory of M/S.
_____ hereby declare that the
firm/company _____ namely
M/s. _____ has not been
blacklisted or debarred in the past by Union / State Government/ PSU/ Local Bodies
or organization from taking part in Government tenders in India.

Or

I / We _____Partner(s)/Authorized Signatory of M/s.
_____ here
by declare that the
Firm/company namely M/s. _____
_____ Was blacklisted or debarred by Union/State Government or any
Organization from taking part in Government tenders for a period of
_____ Years w.e.f. _____ to _____. The period
is over on _____ and now the firm/company is entitled to take part in
Government tenders.

In case the above information found false I/we are fully aware that the
tender/contract will be rejected/cancelled by NERAMAC, and EMD/ Performance
Security shall be forfeited.

STAMP & SIGNATURE

FINANCIAL BID FORM

To
The Managing Director,
NERAMAC Ltd.
Six mile, Panjabari Road,
Guwahati Assam 781022

**Subject: RFP for selection of Licensee for Operation & Maintenance of the
Agarwood processing unit in Golaghat, Assam**

Sir,

With reference to your RFP we submit here with our financial bid as per the Terms and Conditions provided by you on the following rates.

SN	Description	License Fee offered per month in INR (Exclusive of GST)
1	Operation & Maintenance of the Agarwood processing unit in Golaghat, Assam on License Basis.	

This is for the kind consideration of the RFP Evaluation Committee.

I/We have carefully read the terms and conditions of the RFP and are agreed to abide by these in letter and spirit.

Date:

Signature of the Bidder
(with seal/stamp)

Name :

Designation:

Undertaking for Working Capital Investment

(To be submitted on the Private Entity's Letterhead)

To,

The Managing Director,

North Eastern Regional Agricultural Marketing Corporation Ltd. (NERAMAC)

Sixmile, Panjabari Road, Guwahati, Assam – 781022

Subject: Undertaking for Commitment of Working Capital Investment for Operation & Maintenance of Agarwood Processing Plant, Golaghat, Assam

Dear Sir/Madam,

In reference to the **RFP No. NER/Agribusiness/_____** dated _____ for the *Selection of Licensee for Operation & Maintenance of the Agarwood Processing Plant in Golaghat, Assam*, we, **M/s. [Name of the Private Entity]**, hereby undertake the following:

1. **Commitment to Working Capital:**

We confirm our commitment to arrange and maintain adequate working capital to sustain the operations of the Agarwood Processing Plant, including but not limited to:

- Procurement of raw materials (Agarwood).
- Payment of wages, salaries, and other labor costs.
- Utility expenses (electricity, water, etc.).
- Maintenance and repair of machinery and infrastructure.
- Other operational and administrative expenses.

2. **Financial Capacity:**

We certify that we possess the financial capability to invest a minimum working capital of **INR [Specify Amount]** as required for the smooth functioning of the plant, supported by:

- Bank Solvency Certificate (attached).
- Board Resolution/Authority Letter approving the investment (attached).

3. **Compliance with RFP Terms:**

We acknowledge that failure to maintain the committed working capital may result in penalties, termination of the License Agreement, or forfeiture of the Security Deposit as per Clause [Relevant Clause No.] of the RFP.

4. Documentary Evidence:

Enclosed are the following supporting documents:

- Bank Guarantee/Solvency Certificate.
- Audited financial statements for the last 3 years.
- Board Resolution (for companies)/Partnership Deed (for firms).

5. Undertaking Clause:

We understand that any misrepresentation or failure to fulfill this commitment will render us liable for disqualification or legal action as per the terms of the RFP and applicable laws.

Declaration:

We solemnly affirm that the above information is true and correct to the best of our knowledge.

For [Name of the Private Entity]

Authorized Signatory:

(Signature with Seal)

Name:

Designation:

Date:

Place:

Enclosures:

1. Bank Solvency Certificate.
2. Board Resolution/Partnership Deed.
3. Audited Financial Statements (Last 3 Years)