



**NORTH EASTERN REGIONAL AGRICULTURAL MARKETING CORPORATION  
LTD.**

**(NERAMAC LTD.)  
(A GOVERNMENT OF INDIA ENTERPRISE)**

**INVITES**

**EXPRESSION OF INTEREST**

**FROM**

**ENTREPRENEURS/ AGENCIES**

**FOR**

**RUNNING NERAMAC KIOSKS**

**AT**

**LGBI AIRPORT, GUWAHATI**

**EOI No. NER/ONE/MKTG/48/35**

**For EOI Document: Please visit [www.neramac.com](http://www.neramac.com)**

**REGISTERED OFFICE ADDRESS:**

9, Rajabari Path, G.S Road, Ganeshguri,  
Guwahati 781005, Kamrup (Metro) Assam, India

## ABOUT NERAMAC

North Eastern Regional Agricultural Marketing Corporation (NERAMAC) Limited was incorporated in 1982 as a Government of India Enterprise under the administrative control of the Ministry of Development of the North Eastern Region (MDoNER).

NERAMAC has taken up its role as a dynamic and vibrant marketing organisation essentially to support farmers of the North East Region in all sincerity. We give importance to sustain farmers' interest in production by both pre and post-harvest support. We play a significant role by sourcing, procuring and marketing cash crops like Ginger, Pineapple, Cashew Nut etc. from farmers of the North East Region to market their products in terminal markets.

The mandate of the Corporation also extends to assist small-scale processing units of North East Region to market their products in terminal markets.

## NOTICE INVITING EXPRESSION OF INTEREST

1. North Eastern Regional Agricultural Marketing Corporation Ltd. (NERAMAC LTD.) invites "Expression of Interest" (EOI) from entrepreneurs/ agencies/ for running NERAMAC's Kiosk at LGBI Airport, Guwahati (outside arrival gate) selling NERAMAC retail items and food and beverages as mutually agreed upon. **Apart from the rental amount, the bidder would also have to commit to a minimum purchase of Rs 45,000/- worth of retail items from NERAMAC for sale in the Kiosk.** The Kiosks shall be operated under a contemporary style environment in accordance with the terms & conditions set up in this document.

2. The tender document may be downloaded from NERAMAC's website [www.neramac.com](http://www.neramac.com) as per the schedule as given in CRITICAL DATE SHEET as under.

## CRITICAL DATE SHEET

1	Publish Date	05/04/2024
2	Bid Document Downloaded Start Date	05/04/2024
3	Pre-Bid meeting	Optional
4	Bid Submission Start Date	05/04/2024, 5:00 PM
5	Bid Document Download End Date and Time	22/04/2024, 11:00 AM
6	Bid Submission End Date and Time	22/04/2024, 12:00 PM
7	Bid Opening Date and Time	22/04/2024, 4:00 PM
8	Tender Inviting Authority	NERAMAC Office, 9 Rajbari Path, Ganeshguri. Guwahati -781005. Phone: 0361-234-1427
9	Contact Person	Mr. Sanjeev Das AGM Marketing-Retail <a href="mailto:agmretail@neramac.com">agmretail@neramac.com</a>

### 2.1.1 Schedule of Requirements:

The agreement for running of Kiosk shall be initially for a period of 24 months from the date of signing of agreement. After successful completion of two years, the term of contract may be extended further, if services provided are deemed satisfactory. **An escalation of license fee of 10% plus GST per year would be applicable.**

### 2.1.2 Eligibility:

**The minimum average annual turnover must not be less than 50 Lakhs during last three financial years.**

2.1.3 The interested bidders shall submit the following details along with the application form:

- i) A brief profile of the agency. Technical competence of the nodal person of that agency shall be attached along with the application.
- ii) Previous experience in running a successful food/ hospitality business/event catering, preferably in the Food and Beverages sector and the bidder having food experience will be given preference during selection process.
- iii) A detailed business plan for operating the Kiosk/Kiosks in the Airport.

3. Bids shall be submitted online only at the e-portal <https://neramac.euniwizarde.com/>. Bidders are advised to follow the instructions provided in the "Instructions to the Bidders for the e-submission of the bids online through the E-portal at <https://neramac.euniwizarde.com/>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Bidders shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and bidder is liable to be banned from doing business with NERAMAC.

5. Intending tenderers are advised to visit NERAMAC's website [www.neramac.com](http://www.neramac.com) and e-portal site <https://neramac.euniwizarde.com/> regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment.

6. EMD and Bid document cost:

Cost of Bid Document (The Tender Fee would be 50% in case of SC/ST)	INR 5,000 (Indian Rupees Five Thousand only) through online mode only.
Earnest Money Deposit	INR 20,000 (Indian Rupees Twenty Thousand Only) through online mode.

7. Bids not accompanied with EMD and bid document cost will be summarily rejected. The bid document fee shall be non-refundable. NSIC/MSME registered agencies are exempted for EMD fee.

**The Managing Director,  
NERAMAC LTD. Ltd.  
9, Rajbari Path, G.S Road,  
Guwahati – 781005, Assam**

8. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical Bid, the results of their qualification as well Financial Bid opening will be intimated later.

9. The bids shall be submitted online in two parts, viz., Fee/Pre-Qualification/Technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

9.1 Fee/Pre-Qualification/Technical Bid (Check list):

The following documents are to be self-attested and furnished by the Bidder as a part of Fee/Pre- Qualification/Technical Bid as per the bid document (As applicable):

- a) Scanned Copy of Certificate of Incorporation / registration / MOA as applicable.
- b) Scanned Copy of PAN card, previous three years Income tax return and GST Registration certificate.
- c) Scanned Copy of Audited Balance sheet plus Profit and Loss account of last three years audited by certified CA.
- d) Scanned copy of Bid Application Form and Details of Applicant as per formats provide in Annexure - I and Annexure – II respectively.
- e) Scanned copy of Annexure III (Acceptance of terms and conditions) on Letter Head.
- f) Scanned copy of Power of Attorney for the Authorized Signatory as per formats provide in Annexure - IV.
- g) Scanned copy of Annexure – V (Certificate)
- h) Scanned copy of Annexure – VII (Affidavit)
- i) Scanned copy of Annexure – VIII (Declaration)
- j) Scanned Copies of certificate for experience in eligible business (for last 3 years as applicable).

k) Scanned copy of proof for payment of EMD and bid document cost.

## 9.2 Financial Bid (Check list):

The following documents are to be self-attested and furnished by the Bidder as a part of Financial Bid as per the bid document (As applicable):

### a) Financial Bid (Annexure – VI)

#### Term Sheet

<b>Ser</b>	<b>Description</b>	
1	Cost of Bid document	Rs. 5,000/- (INR Five Thousand Only)
2	Sale/availability of tender document	As given in Critical Date Sheet
3	Total units available for bidding	One Kiosk at the arrival of LGBI Airport, Guwahati
4	Reservations	NIL
5	Eligibility Criteria	Applicant should have minimum Average Annual Turnover of <b>INR 50 lakh</b> during the last three financial years.
6	Consortium Agreement	Not Applicable
7	Bid System	Single Stage Online Two Bids System
8	Method of Selection	Post Technical qualification the selection would be of H1
10	Site Visit	Applicants are advised to submit their respective Bids only after visiting the site.
11	Earnest Money Deposit (EMD)	All Applicants shall submit EMD of Rs. 20,000/- (Indian Rupees Twenty Thousand Only) through Online only to the bank account as per bank details provided in the term sheet. EMD to be submitted along with proposal submission, and shall remain valid for a period of 120 days. Exemption of EMD will only be given to MSME/NSIC registered bidders.
12	Address where Applicants must submit Proposal	Online on E-Portal
13	Last date and time of Submission of Proposals (Proposal Due Date)	Date and Time as per Critical Date Sheet
14	Date of opening of proposal by bid opening committee	Date and Time as per Critical Date Sheet
15	Validity of proposal	90 days from due date of Submission of Proposal.
16	Letter of Intent (Lol) to successful applicants	To be communicated later
17	Signing of Agreement	The bidder who will be declare as successful bidder will be required to sign the agreement within 7 days after issue of LOI
18	Mobilization Period	The successful bidder shall be allowed fifteen (15) days of free mobilization period for completion of fit-out works. Mobilization period shall commence from the date of signing of

		contract agreement/ handover of the site (whichever is later)
19	Commencement Date	The commencement date of Contract shall be 15 <sup>th</sup> day from date of signing of Contract Agreement.
20	Contract Period	The Contract period shall be initially for a period of Two (02) years from the date of signing of contract agreement or handover of Kiosk, whichever later. The contract may be extended further after successful completion of 2 Years, if services provided are deemed satisfactory.
21	Payment Terms	Payment to Authority as a rent has to be made on or before 7 <sup>th</sup> day of every month by the successful bidder.
22	Modes of Payment	Payments can be made through online mode only to the bank account as per bank details provided in the term sheet.
23	Commencement of contract Fee	From Commencement Date as defined in the term sheet.
24	Statutory documents and approvals.	Successful Bidder shall obtain all due permits, necessary approvals, licenses, clearances and sanctions from the competent authorities for all activities before Commencement of Operation.
25	Commencement of Operations	The Contract shall commence operation from "Commencement Date" as defined in the Term Sheet.
26	Pre-mature Contract Termination or Breach of Contract Agreement	Any discrepancy noticed with respect to maintenance of hygiene and cleanliness shall lead to termination of contract with a notice of 15 days.
27	Details of Payments	Payment shall be made in favour of NERAMAC Ltd., issued by one of the nationalized/ Scheduled Banks of India.
28	Authority's Bank Details	NERAMAC LTD. Account No: 10566982782, IFSC Code: SBIN0000221, Bank Name: State Bank of India, Branch Name: New Guwahati Branch, Bamunimaidam or DD in favour of NERAMAC Ltd.
29	Arbitration & dispute	All legal matters will be subject to Guwahati Jurisdiction.

## **SECTION 1: Instruction to Bidders (ITB)**

### **1.1 Background**

1.1.1 North Eastern Regional Agricultural Marketing Corporation Ltd. (NERAMAC LTD.) invites "Expression of Interest" (EOI) from entrepreneurs/ agencies for running NERAMAC's Kiosk at LGBI Airport, Guwahati (outside arrival gate) selling NERAMAC retail items and food and beverages as mutually agreed upon. The Kiosk shall be operated under a contemporary style environment in accordance with the terms & conditions set up in this document.

## **1.2 Brief description of Kiosks:**

1.2.1 The complex offers to let-out one Kiosk inside the premises of LGBI Airport, Guwahati (outside arrival gate).

1.2.2 Successful applicant shall obtain required additional furniture & fixtures, kitchen equipment, various requisite licenses etc. at their own cost.

## **1.3 Expression of Interest (EOI):**

1.3.1 The Authority invites online proposal in prescribed formats from eligible Applicant ("Applicants") for the Kiosk inside the premises of LGBI Airport, Guwahati.

**1.3.2** Interested parties are required to read carefully the contents of this document and are expected to examine all instructions, forms, terms and conditions in the EOI documents. Failure to furnish all the information required as per the EOI document or submission of EOI not substantially responsive to the EOI documents in every respect will be at the Bidders' risk and may result in rejection of the EOI.

**1.3.3** It shall be deemed that by offering EOI, the intended party has:

i. Made a complete and careful examination of the bid and the bidding documents;

ii. Received all relevant information from NERAMAC LTD. and satisfied itself about all matters, things and information hereinabove 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 LTD.;

**1.3.4** Interested party should submit the EOI strictly as per EOI form provided in the document for technical bid. Bid of only that party shall be considered for evaluation who accepts the terms and conditions of the tender. Conditional tender shall be treated as null and void.

**1.3.5** Eligible successful bidder shall have to sign an Agreement with NERAMAC LTD. after completion of selection process.

**1.3.6** 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.

**1.3.7** All the papers of EOI 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.

**1.3.8** At any time prior to the proposal due date, NERAMAC Ltd. may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the EOI document. Any modification thus issued will be informed to all the prospective bidders by notifying on NERAMAC's website [www.neramac.com](http://www.neramac.com). Such modification will be binding upon all bidders participating in EOI process.

#### **1.4 Eligibility Criteria:**

1.4.1 Bidder shall meet following minimum following criteria:

Bidder should have the minimum average annual turnover of INR 50,00000.00 (Fifty Lakhs) during the last three financial year. Preference would be given to Start Ups/ Women Entrepreneurs.

#### **1.6 Earnest Money Deposit (EMD):**

1.6.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. 20,000/- (Indian Rupees Twenty Thousand only) online through e-portal to the bank account as per bank details provided in the term sheet. EMD shall remain valid for a period of 120 Days.

1.6.2 Exemption of EMD will only be given to MSME/NSIC registered bidders.

1.6.3 EMD will not bear any interest payable by the Authority to the successful Applicant/ successful applicant.

1.6.4 EMD of successful Applicant shall be retained by the Authority till signing of agreement. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.

1.6.5 EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:

- a) if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and
- b) if the successful Applicant fails to execute the Contract Agreement within the stipulated time.

#### **1.7 Fraud and Corruption:**

1.7.1 Client requires that applicants to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Authority defines, for the purposes of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the applicant selection process or in contract execution;

- b) “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
- c) “collusive practices” means a scheme or arrangement between two or more applicants, designed to influence the action of any party in Contract agreement.
- d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the applicant selection process, or affect the execution of a contract;

1.7.2 Authority shall reject a proposal for award if it determines that the applicant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

1.7.3 Authority shall sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Authority-financed activities if it at any time determines that the applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a client-financed contract; and

1.7.4 Client shall have the right to require that, in applicant selection documentation and in contracts financed by the Authority, a provision be included requiring applicants to permit the Authority or its representative to inspect their accounts and records and other documents relating to applicant selection and to the performance of the contract and to have them audited by auditors appointed by the Authority.

## **SECTION 2: Selection Process**

### **2.1 Overview of Selection Process:**

2.1.1 The bids received shall be evaluated for technical eligibility and if scoring more than 70% in technical parameter, the financial bids would be opened and H1 would be awarded the contract.

2.1.2 Authority reserves the right to cancel the tender if the bids are found unsuitable/ unviable to operate the kiosk.

2.1.3 Bids will be opened by Bid Opening Committee on the scheduled date, time and at the venue indicated in the Term Sheet or as amended later, in presence bidders who wish to attend the bid opening.

2.1.4 From the time the proposal is opened till the time Applicant is invited for allocation / allotment (shall be communicated through LOI/ notice by the Authority), the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract/license may result in rejection of the applicant’s proposal.

2.1.5 No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the applicant.

## **2.2 Evaluation of eligibility:**

### 2.2.1 Evaluation of Eligibility of the Applicant

- a) Documents would be checked for adherence with the prescribed criteria.
- b) By submission of the proposal it is deemed that the applicant has accepted all terms and conditions as prescribed in this EOI.

2.2.2 Prior to evaluation of proposals, the Authority shall determine whether each proposal is responsive to the requirements of the EOI by opening the Fee/Pre-Qualification/Technical Bid. A proposal shall be considered responsive only if

- a) It is received by the proposal Due Date including any extension thereof;
- b) It is accompanied by the EMD in accordance with the proposal document;
- c) It contains all the information (complete in all respects) as requested in the EOI;
- d) It does not contain any condition or qualification;

2.2.3 The Authority reserves the right to reject any proposal which is non responsive.

2.2.4 The Authority shall evaluate the responsive proposals on the basis of the eligibility criteria and ranking system defined in this EOI.

2.2.5 Notwithstanding anything contained in this EOI, The Authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

## **2.3 Technical Bid Evaluation:**

2.3.1 Technical Bid would be opened first. Proposals not enclosed with requisite details, forms, documents or EMD shall be rejected. In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled. Enclosures of Fee/ Pre-Qualification/Technical Bid should not include the financial proposal, in case the financial proposal is included in Fee/ Pre-Qualification/ Technical Bid, the proposals of such applicant shall be declared non responsive and shall stand cancelled.

2.3.2 The Technical bid shall be evaluated as below for 70 marks:

<b><u>Ser</u></b>	<b><u>Criteria</u></b>	<b><u>Maxim um Marks Obtain able</u></b>	<b><u>Criteria for awarding marks</u></b>
1.	<b>Agency Credentials:</b> i. Average annual financial turnover in the last 3 years ending on 31.03.2024	60	i. More than 50 Lakh: 60 marks ii. Above 35 lakhs and upto 50 lakhs: 50 marks iii. above 20 lakhs and upto 35 lakhs: 40 marks iv. Between 15 to 20 lakhs: 30 marks
	ii. Profit making for the last 3 years.	15	5 marks for each year of profit making
2.	<b>Past Experience:</b> Having experience in eligible businesses (restaurant/cafeteria/catering/event catering).	15	More than 3 years: 15 Marks Above 2 up to 3 years: 10 Above 1 up to 2 years: 5
3.	Bidder having Office in Guwahati	10	-
	<b>Total</b>	<b>100</b>	

2.3.3 The technical bids/ proposal scoring at least 70 per cent marks would be considered responsive for financial evaluation. A technical proposal failing to achieve 70% of the marks shall be rejected. However, if less than 3 agencies score more than 70% marks, NERAMAC at his discretion, may shortlist the top 3 firms based on the technical score.

#### **2.4 Financial Bid Evaluation:**

2.4.1 Before opening of financial bids of the successful bidders in the technical evaluation, their marks obtained shall be made public before them or their authorized representatives.

2.4.2 Financial Bid shall be opened for the bids which found responsive for financial evaluation.

2.4.3 The H1 bidder shall be awarded contract if the bid is found to be financially viable in the assessment of NERAMAC. NERAMAC reserves the right to cancel the tender if assessed as unsuitable.

#### **2.6 Award of Contract and Signing of Contract Agreement:**

2.6.1 The Authority shall notify the Successful Applicant through a Letter of Intent (Lol).

2.6.2 Successful applicant shall execute the contract Agreement within one week of the issue of Lol or within such further time as the Authority may agree in its sole discretion.

2.6.3 Failure of the Successful Applicant to execute the contract agreement, within specified period shall constitute sufficient grounds for the annulment of the Lol issued and forfeiture of the EMD.

2.6.4 The Successful Applicant shall operate the Contracted space as per the reservation / fixed parameter, if any, defined in the Term Sheet of this EOI.

2.6.7 The Successful Applicant shall operate, maintain, market, manage and transfer back the contracted space during the Agreement Period at its own cost.

2.6.8 Successful Applicant shall obtain required additional furniture & fixtures, kitchen equipment, various requisite licenses etc. at its own cost.

2.6.9 The Successful Applicant shall procure and maintain requisite insurance for its contracted space at its own cost.

2.6.10 The Successful Applicant shall not store/ sell any illegal/ prohibited products/ items.

2.6.11 The Successful Applicant shall operate the Contracted space as per applicable laws and obtain required clearances.

2.6.12 The Successful Applicant shall bear cost to any loss or damage caused to the property by the Successful Applicant.

2.6.13 In the event of failure by the Successful Applicant in adhering one or more mandatory requirements by the applicable laws, EOI & its corrigendum if any, Letter of Intent and the Contract agreement, the Contract agreement may be decided for termination after providing Successful Applicant to represent its case.

## **2.7: General Terms and Conditions:**

**1) The minimum average annual turnover should not be less than INR 50 lakh in last three financial years.**

**2) The interested bidders shall submit the following details along with the application form:**

**a) A brief profile of the agency. Technical competence of the nodal person of that agency shall be attached along with the application.**

**b) Previous experience in running a successful food / hospitality business/event catering, preferably in the Food and Beverages sector and food experience would be a plus point in selection.**

**c) A detailed business plan for operating the Kiosk.**

3) In case the selected bidder does not come forward to he/ she forfeits the right to the amount and NERAMAC reserves the right to move on and select a second party. The process of selecting the next bidder will be limited to first 3 selected bidders.

**4) Successful Bidder must have a minimum guaranteed purchase of Rs. 45,000.00 (Forty Five Thousand Only) worth of NERAMAC's branded products, each month.**

**5) Electricity Bill, Common Area Maintenance Charges, Utility Charges, Marketing Fund Charges, EPOs Charges or any other charges as levied by Adani Group, shall have to be borne by the Successful Bidder.**

6) Successful Bidder shall sign an Agreement with NERAMAC after completion of selection process and issue of Letter of Acceptance (LOA).

7) To provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to operate and maintain the Kiosk.

8) Successful Bidder shall store and sell the range of NERAMAC products. The selling price of the products will be authorized by NERAMAC. The Successful Bidder can also sell other brands products, which are non-competing with NERAMAC; with mutual agreement, in addition.

**10) Cleanliness, of the Kiosk area will be the sole responsibility of the successful bidder. One must follow the Laws of Airport authority in this matter without fail. Failing of this clause may lead to termination of agreement with immediate effect.**

11) The successful bidder must follow the pricelist/ menu drawn up in mutual consultation with NERAMAC.

12) The successful bidder shall take all reasonable care of the assets, if any allotted to them by the NERAMAC and shall be fully responsible for any loss or damage, except normal wear and tear, caused as a result of any negligence on its part except those belonging to successful bidder.

13) That the successful bidder may bring at its own option and choice any equipment or assets for carrying out the business, with previous information to the NERAMAC. These equipment/ assets shall be kept separately identified and shall remain the property of the successful bidder, to be removed forthwith on the expiry of the Contract Agreement.

14) The clause of cancellation of contract by NERAMAC will come in force for non-payment of rent in normal time, for three consecutive months or any severe violations of the guidelines enacted by the NERAMAC/LGBI Airport, Guwahati Authority.

15) The successful bidder shall utilize the kiosk for sale and serving of Food, Snacks and Beverages including NERAMAC's brand Food, Snacks and Beverages, and items as agreed to by both parties of the contract agreement.

16) That the successful bidder shall ensure that the food items/ refreshment(s)/ beverages/ processed foods sold at the kiosks is of the best quality and shall be sold at prices that are mutually agreed upon. This approved rate list is to be prominently

displayed at the kiosks. The entire responsibility regarding the quality of the material sold/ supplied shall be of the successful bidder.

17). The kiosks will operate for the duration as indicated by the airport authorities.

**18) The successful bidder shall use biodegradable/ reusable plates, bowl, glass and spoons in the kiosk.**

19. The successful bidder will use the NERAMAC's signboard along with logo on the structure of the allotted kiosk.

20. That the successful bidder will make adequate provisions and measures for fire protection and fire-fighting arrangement at their own cost.

21. That the successful bidder shall not store or allow storage of any explosive or inflammable materials in the captioned unit/premises.

22. Any facility, Layouts, Documents, Permissions etc. required for getting the License will be provided by the NERAMAC/ LGBI Airport Authority.

23. That the successful bidder shall maintain a complaint book at prominent place, which shall be made available to the customers and authorities of the NERAMAC and Adani officials.

24. In this Clause "Force Majeure" shall mean any event beyond the reasonable control of either Party, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include war, insurrection, riot, civil unrest, boycott, earthquake, flood, epidemic, act of God.

i. If either Party is prevented from or delayed in performing any of its obligations under the contract agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof after the occurrence of such event.

ii. The Party who has given such notice shall be excused from the performance of its obligations under this agreement for so long as the relevant event of Force Majeure continues 'to be in force'/ till the effect lasts and to the extent that such Party's performance is prevented or delayed. The occurrence of any event of Force Majeure affecting either party shall not give rise to any claim for damages or additional costs and expenses suffered or incurred by reason of Force Majeure.

25. That the successful bidder shall nominate one nodal officer or Manager level to interact with the NERAMAC in relation to the matters falling under this agreement and the operations carried out in the Retail outlet.

26. The Contract Agreement shall be valid for a period of 24 months i.e., 2 year from the date of signing of this agreement. The term of contract may be extended in future, if services provided are deemed satisfactory. An escalation of license fee of 10% plus GST each year would be applicable.

27. The contract agreement can be terminated even before the expiry of the contract period, by either party giving two (2) months written notice in advance from either side.

28. After termination/ surrender/ expiry of Contract period, the successful bidder shall forthwith vacate the said outlets, remove its furniture, fixtures, equipment as well as its personnel from the said premises and handover the outlets in good condition to the NERAMAC.

29. In the event, any dispute arises between the Parties in connection with the Contract Agreement, the construction of any provision thereof, or the rights, duties or liabilities of the Parties hereto under the contract Agreement, the Parties shall conduct negotiations in good faith to solve such dispute.

30. Any dispute in relating to items sold in the retail outlets, the decision of the NERAMAC, shall be final and binding on the successful bidder.

### **SECTION 3: Key Clauses of Contract Agreement**

The selected agency, shall be favored with a Letter of Acceptance of EOI who shall thereafter sign an agreement with NERAMAC within 7 (seven) days. The EMD will be forfeited in case the selected agency/ bidder violates any clauses applicable to this EOI/ agreement and shows unwillingness to operate the canteen. The canteen and kiosks are to be functional within 15 days of signing of the agreement and payment date starts from accordingly.

Following are the key clauses of contract agreement, and Authority may appropriately add /modify terms in draft contract agreement:

#### **3.1 Breaches/Surrender/Termination of contract Agreement:**

3.1.1 Surrender of Contract Agreement by giving advances 60 days' notice: Detailed in Draft Agreement.

3.1.2 Breach of Contract Agreement: Following shall be considered as Material Breach of the Contract Agreement by Successful applicant resulting in Successful applicant's Events of Default:

(a) If the successful applicant has failed to perform or discharge any of its obligations in accordance with the provisions of Contract Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Authority without any contributory factor of the successful applicant.

(b) If the successful applicant fails to pay rent for three consecutive months in normal time or any severe violations of the guidelines

(c) If the successful applicant makes any change in ownership of License by sale, merger or acquisition.

(d) If the successful applicant during pendency of the contract Agreement becomes insolvent or is put under receivership by a competent court.

(e) If the successful applicant is in persistent non-compliant of the written instructions of officials authorized by the Authority.

(g) If the successful applicant is in violation of any of the other clauses of contract Agreement and after three written notices (unless otherwise specifically mentioned therein) from the authority fails to cure the Default to the satisfaction of the authority.

(h) If any representation made or warranties given by the successful applicant under this Agreement is found to be false or misleading.

(i) If the successful applicant engages in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.

(m) If the successful applicant has abandoned the allotted Space for more than 30 days without written approval from the authority or his/her appointed representative.

### **3.2. TERMINATION OF AGREEMENT**

**3.2.1)** The successful bidder shall have the option to exit from the Agreement only after a lock-in period of 6 months from the date of start of execution of the agreement, only after complying the exit formalities to be decided by NERAMAC LTD.

**3.2.2)** NERAMAC LTD. reserves the right to terminate the Agreement upon 60 days written notice to the successful agency in the event:

(i) Violation of any laws/ clauses of the EO/ Agreement and the successful bidder does not cure such violation within 60 days;

(ii) Of a material breach by the Successful Bidder in the performance of the Services;

(iii) Rent, Bills within the time specified, i.e., 13<sup>th</sup> of every month;

(iv) Becomes insolvent during pendency of the Agreement.

(v) Persistent in non-compliance of the written instructions of NERAMAC Ltd. officials.

(vi) If any representation made or warranties given by the Successful Bidder under this EO/ Agreement is found to be false or misleading.

(vii) On any other operational ground like hygiene, non-compliance with applicable laws or any other Administrative Exigencies.

**3.2.3** The termination of the Agreement shall not release the Lessee from its obligation to pay any sums owed to NERAMAC LTD. nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

**3.2.4** Upon termination of agreement, Successful Bidder shall remove its belongings within 30 days of issue of termination letter, failing which these belongings shall become property of NERAMAC Ltd.

### **3.4 Indemnity and Insurance:**

3.4.1 The successful applicant hereby undertakes to indemnify and hold the Authority harmless against all costs, damages, liabilities, expenses arising out of any third-party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities.

3.4.3 The successful applicant hereby undertakes that the Authority shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of successful applicant or any of his/her contractors/ subcontractors. The successful applicant shall indemnify and keep indemnified the Authority against all such damages and compensation; all claims' proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

3.4.4 The Successful applicant shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Successful applicant shall indemnify the Authority for any loss and damages suffered due to violation of its provision.

3.4.5 The Successful applicant hereby indemnifies the Authority against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Successful applicant or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

3.4.8 The Successful applicant shall indemnify the Authority from any damage charges to be incurred if the Space has not been handed over to the Authority in good condition as required under this agreement.

3.4.9 The Successful applicant shall be liable for and shall indemnify, protect, defend and hold harmless the Authority, officers of the Authority, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Successful applicant to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

3.4.11 The Successful applicant shall indemnify and keep indemnified the Authority for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Successful applicant misused all liabilities for mis-user charges and mis-user proceedings.

3.4.12 Insurance and Waiver of Liability: The Successful applicant shall bear the cost, throughout the term of the Contract, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Authority, including death.

### **3.5 Prohibited activities at space:**

- a) Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
- b) Any product, storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals, etc.
- c) Sale of liquor
- d) Sale of tobacco and tobacco products.

### **3.6 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 EOI or the agreement. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

2. 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.

**Bid Application Form for running NERAMAC Kiosk  
At LGBI Airport, Gawahati  
(On Official letterhead of the Applicant)**

No:

Dated:

To,

\_\_\_\_\_

**Sub: Bid for running NERAMAC Kiosk at LGBI Airport, Guwahati.**

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Proposal for the aforesaid contract on Fee basis at LGBI Airport, Guwahati as per terms of EOI and selection process. The Bid is unconditional and unqualified.

1. I/ We acknowledge that Authority shall be relying on the information provided in the Proposal and the documents accompanying the Bid for selection of the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection for the aforesaid subject. I/ We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bid Document, including Addendum / Corrigendum, if any, issued by Authority; and

(b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with Licensor; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our

behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and  
(e) the information given by us along with the Application in response to the EOI for the above subject were true and correct as on the date of making the Proposal and are also true and correct as on the proposal due date and I/we shall continue to abide by them.

5. I/ We understand that you may cancel the Bidding/Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to Bid for the above subject, without incurring any liability to the Applicants, in accordance with provisions of the EOI document.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Bidding/Selection Process itself, in respect of the above mentioned subject contract Agreement and the terms and implementation thereof.

7. In the event of my/ our being declared as the Successful Applicant, I/we agree to enter into a contract Agreement in accordance with the draft that has been provided to me/ us prior to the Bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

8. I/ We have studied all the EOI and Proposal Document carefully and also surveyed the proposed space. We understand that except to the extent as expressly set-forth in the contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding/Selection Process including the award of Contract Agreement.

9. I/ We shall submit EMD to the Authority in accordance with the EOI Document.

10. I/ We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the contract rights as mentioned in above subject are not awarded to me/us or our Proposal is not opened or rejected.

11. The financial offer has been quoted by me/us in the financial proposal after taking into consideration all the terms and conditions stated in the EOI document, Draft Contract Agreement, addenda/ corrigenda, our own estimates of costs and after a careful assessment of the space /site.

12. I/ We agree and undertake to abide by all the terms and conditions of the EOI Document.

13. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Proposal due date specified in the EOI.

14. I/We undertake that I/we am/are not barred by the Authority, or any government entities in India from participating in its tenders/projects or there is no bar subsists as on the Proposal Due Date,

15. I/ We hereby submit our Proposal, EOI document and Draft contract Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith. In witness thereof, I/ We submit this Proposal under and in accordance with the terms of the EOI document.

Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Applicant

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

Place: \_\_\_\_\_

To

Annexure - II

The Managing Director  
NERAMAC LTD.  
9 Rajbari Path, G.S Road  
Guwahati-781005, Assam

Subject: - EOI for running NERAMAC Kiosk at LGBI Airport, Guwahati.

The undersigned having read and examined in detail all the EOI documents pertaining to your assignment; do hereby express the interest to do the work as specified in the document.

1	Name of the Bidder (In Capital Letters)	
2	Status (Individual/ Sole Proprietorship/Registered Firm/ Partnership Firm/Registered Co-operative Society/Company incorporated under the Companies Act) ( <i>With Proof to be enclosed</i> )	
3	Postal Address with PIN No., E Mail & Contact No.	
4	Registered Office Address with registration Number in the name of the applicant or in the name of the applicant company's name. ( <i>With Proof to be enclosed</i> )	
5	Details of GST Registration with TIN No (if any): <i>Copy to be enclosed</i>	
6	Details of PAN Card <i>Copy to be enclosed.</i>	
8	Volume of Business (3Y) in Lakhs: ITR 2023-24' 2022-23' 2021-22'	
10	Experience in Food & Hospitality, event catering sector (If Yes, No of Years)	
11	Manpower Strength 1. Sales Force:	

We enclose herewith the following documents of ours:

- Self-Attested copy of PAN/GST Registration/FSSAI Certificate/MSME
- Power of Attorney/Authority Letter to sign on necessary documents.
- ITR of Last 3 Financial Years.
- Caste Certificate if case applying/eligible for SC/ST deduction.

**Please note that Annexure - II should be submitted on the Agency/Firm's letterhead duly sealed and signed by authorized person.**

**(Acceptance of Terms and Conditions)**

**UNDERTAKING**

I/we have gone through the EOI Documents and accepted all the terms and condition of the EOI and bound by the conditions given in the document as well as in the general terms and conditions. We agree that any EOI may be rejected if the competent authority feels that the response to EOI is not qualified enough for the selected bidder to execute the work.

Signature:.....

[Signature of authorized signing officer]

Name:.....

[Name of authorized signing officer]

Title:.....

[Title of authorized signing officer]

[on non-judicial stamp paper of Rs. 100/-]

Dated \_\_\_\_\_

**POWER OF ATTORNEY  
TO WHOMSOEVER IT MAY CONCERN**

Shri \_\_\_\_\_(Name of the Person, domiciled at \_\_\_\_\_  
(Address), acting as \_\_\_\_\_(Designation and name of the  
Firm), and whose signature is attested below, is hereby authorized on behalf of ---  
\_\_\_\_\_ (Name of Bidder) to sign and submit the proposal, negotiate and settle  
terms and conditions, finalize, approve, sign and execute Agreements, Documents,  
Endorsements, Writings, etc. as may be required by Authority for "running of  
NERMAC's Kiosk at LGBI Airport, Guwahati" and is hereby further authorized to sign  
and file relevant documents in respect of the above.

(Attested signature of Shri-----)

We hereby ratify and confirm that all acts done by our attorney \_\_\_\_\_ (name  
of  
designated person) shall be binding on us as if same had been done by us  
personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands this -----  
day of -----2024—in the presence of the following witnesses,

Witness 1  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness 2  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Signature:..... [Signature of authorized signing officer]  
Name:..... [Name of authorized signing officer]  
Title:..... [Title of authorized signing officer]

\* Any change in the designated person(s) should be informed to Authority along with  
a similar Power of Attorney in favor of such person(s).

**(To be given on Letter Head)**

**CERTIFICATE**

It is hereby confirmed that I/We are entitled to act on behalf of 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 Security amount paid by me/us is liable for forfeiture.

Signature:.....	[Signature of authorized signing officer]
Name:.....	[Name of authorized signing officer]
Title:.....	[Title of authorized signing officer]

**Financial Bid  
(On the Letter Head of the Applicant)**

I/We hereby offer to take the built-up Space on Fee basis as per details indicated in the EOI at LGBI Airport, Guwahati.

a) I/we shall pay to Fee of Rs. \_\_\_\_\_ (in figures) (rupee \_\_\_\_\_) (in words) per Month plus taxes as applicable as a monthly rent for space.

b) I/we shall also pay the other utility charges like electricity, water etc.

e) I/we confirm that I/We shall be responsible for making required safety and security arrangements for the Contracted space, and acknowledge that, the Authority shall not be liable for any security or safety related matters of the Contracted space.

g) I/we acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the contract including but not limited to technical and financial viability, legal framework, kitchen and operational requirements and based on the same, we are hereby submitting our Proposal in accordance with the terms and conditions of the EOI.

h) I/we confirm that all applicable terms and conditions as specified in the EOI and Contract Agreement shall be adhered to by my/ me/us during the entire Contract Period.

i) I/we understand that allocation of contracted space will be done on ranking of the bid.

j) I/we undertake that we shall provide all required inputs from our side within time indicated by the Authority, to avoid cancellation of my bid.

k) I/we hereby acknowledge that Authority reserves all rights to modify, cancel or make appropriate reservations as per Authority's discretion in the selection process.

l) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.

n) I/we undertake that, if any loss incurs during Contract Period, to any movable/ immovable properties of the Contracted Space, cost of same will be borne by Successful Bidder.

o) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the space offered, all risks and contingencies and all other conditions that may affect the financial bid.

p) I/we agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

Authorized signatory

Name & Seal of the Applicant

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

**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 bidder/consortium member if a consortium), do hereby solemnly affirm and state as follows:

1. I am the authorized signatory of .....(insert name of company/ FIRM/ Agency) (hereinafter referred to as “Bidder”) having its registered office at ..... I am duly authorized 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 taking distributorship of NERAMAC Products as per mentioned T&C.

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 hereby declare that if any point of time any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information; 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 EOI process. The costs & risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the EOI 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 EOI and reject all expression of interests at any time prior to the award of contract, without assigning any specified reasons whatsoever.

**DEPONENT**  
**(Name, Designation 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 – VIII**

**DECLARATION**

Please answer as Yes/No. If No, duly notarized affidavit and undertaking is to be submitted.

(a) Whether any criminal proceeding (s) is/are pending against you in any courts in India?

(b) Have you ever been charged for any unlawful acts?

Place:

Date:

(Signature of the applicant)

Seal