



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

ICP SRIMANTAPUR, TRIPURA

EOI No. NER/MKTG/151/21/571

For EOI Document: Please visit www.neramac.com

REGISTERED OFFICE ADDRESS :

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

EXPRESSION OF INTEREST

North Eastern Regional Agricultural Marketing Corporation Ltd. (NERAMAC LTD.) invites "Expression of Interest" (EOI) from individuals/ entrepreneurs/ agencies/ for running NERAMAC,s KIOSKS at ICP Srimantapur, Tripura; on Lease mode to sale and serve North East's Processed foods, beverages, ethnic snacks etc& highlighting the exotic GI products of North Eastern Region among others. The Kiosks shall be operated under a contemporary style environment in accordance with the terms & conditions set up in this document.

There is one **Kiosk** for which this EOI is floated.

NERAMAC Ltd shall be the "**Lessor**" and the successful applicant executing the lease agreement shall be known as the "**Lessee**".

Interested party fulfilling the eligibility criteria may download the EOI Document/Form from NERAMAC LTD"s website: www.neramac.com.

The interested agencies may submit their EOI addressed as below with superscription "**EOI for running a NERAMAC Kiosks at ICP Srimantapur, Tripura.**" along with Earnest Money of Rs. 10000.00 (Ten Thousand Only). The EMD would be 50% in case of SC/ST bidders. Rs 2500.00 would be the non refundable processing fees for document evaluation for all bidders.

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

Earnest Money of Rs. 10000/- (50% in case of SC/ST) should be submitted online through NEFT in favour of..

**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.**

It is made clear that without the prescribed fee, EOI will not be considered. Receipt must be enclosed if payment is made online.

Last date of submission of tender in Online mode only, is 05th December 2023, 4PM at ..

NERAMAC Office,
9 Rajbari Path,
Ganeshguri. Guwahati -781005.
Phone: 0361 234 1427

Contact person:-

Mr Sanjeev Das
AGM Marketing-Retail
agmretail@neramac.com

A. INTRODUCTION

North Eastern Regional Agricultural Marketing Corporation Ltd. (NERAMAC LTD) is a Government of India Enterprise under the administrative control of the Ministry of Development of North Eastern Region (DoNER), Government of India, New Delhi. It is working for the development and marketing of Agri-Horticulture products within and outside the North Eastern Region of India.

B. INSTRUCTIONS TO BIDDERS

a. 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.

b. 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. ;

c. 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.

d. Eligible selected party/parties shall have to sign an Agreement with NERAMAC LTD. after completion of selection process.

e. 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.

f. 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.

g. At any time prior to the proposal due date, NERAMAC LTD. 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 LTD.'s website www.neramac.com. Such modification will be binding upon all bidders participating in EOI process.

C. GENERAL TERMS AND CONDITIONS:-

a) 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, preferably in the Food and Beverages sector experience would be an added benefit towards selection.

iii) A detailed business plan for operating the Kiosk.

Total Kiosk's area: Carpet Area 90 Sq Ft.

b) Selected Bidder(Lessee) shall deposit **Rs. 20,000/- (Twenty Thousand Only)**, as security deposit for the kiosk within Five (5) days from the date of issue of Letter of Acceptance (LOA) in the form of DD in favour of NERAMAC LTD. Ltd., drawn on a scheduled commercial Bank. Security amount can also be deposited online through NEFT/ IMPS. Said amount shall be refunded after deducting receivables, if any, at the

time of surrender of the Kiosk space. The initial Earnest Money of Rs 10,000.00 will be adjusted against this security deposit.

c) 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 three selected bidders.

d) Selected Bidder (Lessee) must have a minimum guarantee purchase of Rs.10,000.00 (Ten Thousand only) worth of NERAMAC's branded products, per month. In addition, **a monthly rent of Rs 4500.00 plus GST** would need to be remitted to NERAMAC. This would escalate at 10% per annum.

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

f) Selected Bidder (Lessee) has to obtain all necessary statutory license required for running the Kiosk from local/other authorities.

g) Selected Bidder has to provide all labour and professional, supervisory and managerial personnel as are required to operate and maintain the Kiosk.

h) No Sub-license/ Mortgage/ lien shall be created by the lessee against the Kiosk.

i) Lessee shall store and sell entire applicable range of NERAMAC products at all time. The selling price of the products will be verified by NERAMAC.

j) Security of NERAMAC's properties like any machine, if provided in the kiosk; is the responsibility of the Lessee.

k) Cleanliness, of the Kiosks area will be the sole responsibility of the successful bidder. One must follow the Laws of the authority in this matter without fail.

D. SELECTION PROCESS:-

1 Overview of Selection Process:

1.1 The proposals received for 'space' shall be evaluated on the basis of QCBS (**Quality and Cost Based Selection**). The evaluation will be done on the basis of the highest combined score obtained in **the technical bid evaluation** and the figures quoted in the **financial bid**.

1.2 Authority reserves the rights to accept only those bids which have quoted the minimum reserve price or above the minimum reserve price.

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.

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.

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 Evaluation of Eligibility:

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 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;

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

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

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.

3 Technical Bid Evaluations:

3.1 Fee/Pre-Qualification/Technical Bid will 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.

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

Sr. No.	Criteria	Maximum Marks Obtainable	Criteria for awarding marks
1.	Agency Credentials: i. Average annual financial turnover in the last 3 years ending on 31.03.2023	40	i. More than 06 lakh: 40 marks ii. Above 04 lakh and up to 06 lakh: 30 marks iii. above 03 lakh and upto 04 lakh: 20 marks
	ii. Profit making for the last 3 years.	15	5 marks for each year of profit making
2.	Past Experience: Having experience in eligible businesses (restaurant/cafeteria/catering/event catering).	15	5 marks of each year exceeding three years of experience.
3.	Bidder having Office in Tripura	10	
4.	Presentation: Presentation before Committee on ideas, décor and services.	20	
	Total	100	

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, the Government at his discretion, may shortlist top 3 firms based on technical score.

4 Financial Bid Evaluations:

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.

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

4.3 Financial bids which are below minimum reserve price will not be considered for evaluation.

4.4 Financial bid shall be given scoring as below:

The bidder who has quoted the highest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidders with the highest quote as below:

$$F_s = 100 * F / F_h$$

Where:

F_s = The financial score of the Financial Proposal being evaluated

F_h = The price of highest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

5 Final Selection:

5.1 Points obtained by the Agency for both Technical (70%) (as per clause 3.2) as well as Financial (30%) (as per clause 4.4) scores would be clubbed for the final selection as below:

$$\text{Combined Score} = 0.70 \times \text{Technical Score} + 0.30 \times F_s$$

5.2 Applicant having highest combined score shall be identified as successful applicant.

D. EXECUTION OF LICENSE AGREEMENT

The selected agency, shall be favoured with a Letter of Acceptance of EOI who shall thereafter sign an agreement with NERAMAC within 10 (Ten) days. The Security Deposit will be forfeited in case the selected agency/ bidder violates any clauses applicable to this EOI/ agreement and shows unwillingness to operate the Kiosk.

E. TERMINATION OF AGREEMENT

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

b) NERAMAC LTD. reserves the right to terminate the Agreement upon 30 days written notice to the successful agency in the event:

- (i) Violation of any laws/ clauses of the EOI/ Agreement and the lessee does not cure such violation within 30 days;
- (ii) Of a material breach by the Lessee in the performance of the Services;
- (iii) Rent, Bills within the time specified, i.e 7th 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 Lessee under this EOI/ 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.

Security deposit in all the above cases shall be refunded after deduction if any.

- c) 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.
- d) Upon termination of agreement, Lessee shall remove its belongings within 15 days of issue of termination letter, failing which these belongings shall become property of NERAMAC LTD.

F. 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.

3. Force Majeure:

3.1 Neither the Authority nor successful applicant shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

- (a) Earthquake, Flood, Inundation, Landslide.

- (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
 - (c) Fire caused by reasons not attributable to the Authority.
 - (d) Acts of terrorism.
 - (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
 - (f) Strikes or boycotts, other than those involving the Authority, its contractors, or their employees, agents etc, and
 - (g) Any other similar things beyond the control of the party, except court order/ court judgment.
- 3.2.2 Occurrence of any Force Majeure shall be notified to the other party within 15 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one month to the other party.

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.

Seen, Read and Accepted

Signature & Seal of the Bidder

To

FORM A

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

Subject:- EOI for running NERAMAC Kiosk at ICP Srimantapur, Tripura.

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 Trade License ,PAN Card & ADHAAR <i>Copy to be enclosed.</i>	
7	Bank Solvency Certificate Amount(INR)	
8	Volume of Business (L3Y) in Lks: ITR 2022-23' 2021-22' 2020-21'	
9	Area of Operation/Locations Covered.	
10	Experience in Food & Hospitality sector (If Yes , No of Years)	
11	Manpower Strength	

	1. Sales Force:	
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We enclose herewith the following documents of ours:

- Trade License
- Self Attested copy of PAN/GST Registration/FSSAI Certificate/AADHAAR.
- Power of Attorney/Authority Letter to sign on necessary documents.
- Caste Certificate if case applying/eligible for SC/ST deduction.

Please note that Form A should be submitted on the Agency/Firm's letterhead duly sealed and signed by authorized person.

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.

Date:

(Signature of the Bidder)
Along with seal/stamp

Name :

Designation:

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..... 2023.

DEPONENT

(Name, Designation with & Seal)

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