



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

(A GOVERNMENT OF INDIA ENTERPRISE)

INVITES TENDER

FOR

**OPERATING, MANAGING, RUNNING OF RESTAURANT WITH KITCHEN AND DINING
AREA (ONLY) ON “AS IS WHEREIS BASIS”**

BY

**SHG/ NGO/ FPO/ FPC/SUPPLIERS/ ENTERPRENEURS/ PROPRIETORSHIP CONCERN/
PARTNERSHIP FIRM DEALING IN ORGANIC AGRI-HORTI PRODUCE OF NORTH EAST
REGION**

UNDER FLAG SHIP PROGRAM



“ONE” ORGANIC NORTH EAST

AT

DILLI HAAT, INA, AUROBINDO MARG, NEW DELHI-110023

Tender No.	ADMN/308/TENDER/ORGANIC
Date of Issue	05.09.2018
Last Date and Time of Submission of Bid	19.09.2018 UPTO 14.00 Hrs.
Date and Time of opening of Bid	19.09.2018 at 15.00Hrs.

DISCLAIMER

1. This Bid Document for **“operating, managing, running of restaurant with kitchen and dining area (only) on “AS IS WHEREIS BASIS”** for DILLI HAAT, INA, Aurobindo Marg, New Delhi-110023 Delhi through Open Auction contains brief information of the available space, eligibility requirements and details of the selection process amongst others for the successful bidder. The purpose of the Bid document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document.
2. This Bid Document is not an agreement. The scope of work and other information as well as the right and obligations of the successful Bidder shall be set out in a separate agreement to be executed between NERAMAC and the successful Bidder.
3. NERAMAC reserves the right to accept or reject any or all Bids without giving any reasons thereof. NERAMAC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Bid Document.
4. NERAMAC shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered and returned unopened to the applicant.
5. NERAMAC may include any other item in the Scope of work at any time after consultation with applicants or otherwise.
6. The NERAMAC reserves the right to relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the NERAMAC without assigning any reasons thereof .

❖ This document is incidental to information from Delhi Tourism and Transportation Development Corporation Ltd.

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INTRODUCTION

1. North Eastern Regional Agricultural Marketing Corporation (NERAMAC) is a Government of India Enterprise, under Ministry of Development of North Eastern Region (hereinafter referred to as DoNER), set up to support farmers/producers of north east in getting remunerative prices for their produce and thereby bridge the gap between the farmers and the market and also to enhance the agricultural, procurement, processing and marketing infrastructure of the North Eastern Region of India.
2. NERAMAC has initiated a Project of Running of “ONE” ORGANIC NORTH EAST Showroom cum Restaurant at DILLI Haat, INA, New Delhi under Mission Organic Value Chain Development for North Eastern Region, “MOVCDNER” Scheme of Ministry of Agriculture & Farmer`s Welfare, GOI.
3. The main objective to run “ONE” stall in DILLI HAAT, INA, New Delhi is to promote awareness about **BENEFITS OF ORGANIC & HEALTHY FOOD PRODUCTS FROM NORTH EAST**, Sell organic items, offer delicacies made from organic raw material (RESTAURANT) and sensitize and impart training to grow organic produce and develop a connect to the farming communities of NER and their culture at one end and remunerating farmers and Entrepreneurs with premium price on other hand hence trying to bridge the gap between farm to fork by building an end to end eco system.
4. The pilot project named” ONE” is designed to promote the organic North East region products through serving the delicious food and sale the organic products in NE Organic Restaurant. NERAMAC shall also sensitize local public to promote Healthy food and the benefits of using Organic Food and its impact to our body and environment.
5. DILLI HAAT at INA , Delhi is a single destination and paradise for shopping and food lovers as one can find several products and materials at one place without middleman.. The food plaza also serves a venue for different North Eastern food festival that is organized by the government and DILLI haat organizing members. At DILLI Haat visitors can increase their taste bud with different variety of NE dishes that too at decent price. There are 17 different Food stalls at the HAAT. Targeted clients at Dili Haat consist of Visitors of DILLI Haat, International Tourists, Families of nearby areas, Corporate Organizations, Exporters representatives.
6. With the success story of “ONE”, NERAMAC has planned to open Showrooms or Restaurants or (Both) at various NDMC areas, Metro Stations etc in National Capital Region (NCR) in similar lines.

INVITATION FOR TENDER

North Eastern Regional Agricultural Marketing Corporation Ltd (**NERAMAC**) invite TENDER/RFP for “operating, managing, running of restaurant with kitchen and dining area (only) on “AS IS WHEREIS BASIS” from reputed SHG/ NGO/ FPO/ FPC/SUPPLIERS/ ENTERPRENEURS/ PROPRIETORSHIP FIRM/ PARTNERSHIP FIRM having sound financial strength and registered office in India and dealing in organic HORTI-AGRI PRODUCE OF NORTH EAST REGION under its flag ship program “**ONE**” **ORGANIC NORTH EAST** for **DILI HAAT (INA), AUROBINDO MARG, NEW DELHI -110023.**

Interested party / Firm having relevant experience may download Bid document from NERAMAC’s website, www.neramac.com and submit the Bid document at the address mentioned herein below by 19.09.2018 upto 14.00 Hrs and same will be opened on 19.09.2018 at 15.00 Hrs. Detailed notice can be downloaded from our website www.neramac.com.

Important Dates

- A. Last date for the submission of Bid** : 05.09.2018
B. Date of opening of Bids : 19.09.2018
C. Place of opening of Bids : MD, NERAMAC LTD, 9, Rajabari Path, G S Road, Ganeshguri Guwahati – 781005
D. Bid Document(s) can be submitted on the following address: : MD, NERAMAC LTD, 9, Rajabari Path, G S Road, Ganeshguri Guwahati – 781005

Processing fee Rs 1,500/- (Non-refundable) should be submitted along with submission of offer. Tenders not accompanying the processing fee shall be rejected out rightly and shall not be processed. EMD of Rs. 15,000/- (Rupees Fifteen Thousand only) shall be deposited, without which tender will not be considered.

RTGS details is as follows:

Name : NERAMAC LTD

Bank Name: State Bank of India,

Branch Name: New Guwahati Branch, Bamunimaidam

Account No: 10566982782

IFSC Code: SBIN0000221.

The TENDER documents along with detailed scope of work and other relevant documents forms the part of Tender.

FOR ANY FURTHER CLARIFICATION YOU MAY CONTACT:

1. Mr. Madhur Asom Saikia: I/c Delhi State: dgmlog.neramac@gmail.com
2. Ms. Avishikta Das: dgmneramac@gmail.com

INSTRUCTIONS TO BIDDERS

1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process.
2. Bidders are advised to participate in Bidding Process after visiting the site/premises. A bidder shall be deemed to have full knowledge of the facilities and infrastructure in the building/surroundings that the successful bidder is required to operate from.
3. It shall be deemed that by offering a Bid, the Bidder has:
 - a. Made a complete and careful examination of the bidding documents & offered site;
 - b. NERAMAC shall not be responsible for any non execution/ performance of due diligence by the bidders while participating in the bid.
 - c. Acknowledged and agreed that ignorance of any information shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from NERAMAC;
4. Copies of GST Registration Certificate, Trade License, Labour License, Aadhar Card, Pan Card. Balance Sheet of last 3 years average turnover of at least Rs. 10 Lakhs from Retail/ Restaurant/ Catering/ Hospitality Business duly certified by a chartered accountant, Passport Size Photographs should be enclosed along with bid documents. For start ups, balance sheet of last 1 year with turnover of Rs. 5 lakhs from Restaurant/ Catering/ Hospitality Business duly certified by a chartered accountant should be enclosed.
5. Only Technically and Financially qualified Bidder who has quoted highest overall scores shall be selected.
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.
7. In case the date opening fall on a holiday, the bids shall be opened on next working day at the same time and it will be binding on the Tenderers /Bidders for acceptance.

SCOPE OF WORK

1. Complete operation, management, running of restaurant along with kitchen and dining area (only) on “AS IS WHEREIS BASIS” by SHG/ NGO/ FPO/ FPC/SUPPLIERS/ ENTERPRENEURS/ PROPRIETORSHIP CONCERN/ PARTNERSHIP FIRM under NERAMAC’s flagship programme “ONE” ORGANIC NORTH EAST for DILLI HAAT (INA) as per the requirements of NERAMAC.
2. Successful Party shall be responsible for arranging of Raw material (Organic and Natural), catering services, and serving to the customers and other activities on profit sharing basis.
3. The successful bidder shall operate and manage the restaurant and sales in a prudent, reasonable and efficient manner so as to generate maximum profit.
4. The successful bidder shall provide as reasonably necessary all labour and professional/ supervisory, chefs, cooks, accounts personnel and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned. All individuals employed by successful bidder for performing the Services shall be employees of successful bidder, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by the successful bidder.

GENERAL TERMS & CONDITIONS

1. EXECUTION OF AGREEMENT:

NERAMAC shall provide the Restaurant along with Kitchen and Dining area (only) at DILLI HAAT, INA, New Delhi on “AS IS WHERE IS BASIS” on license basis. In this regard an agreement shall be executed between NERAMAC & successful party.

2. TENURE:

- i. The Restaurant i.e. Kitchen and Dining area (only) at DILLI HAAT, INA, New Delhi shall be provided for a period of 1 year with 3 (three) months lock in period which shall commence from the date of execution of agreement.
- ii. On completion of 1 year, the tenure can be further extended for another 1 year based on mutual consent of both the parties.

3. FEES:

- (a) The successful bidder shall pay to NERAMAC a fixed fee per month inclusive of taxes within the seventh day of every month exclusive of electricity and water charges without any delay from time to time. GST and any other statutory taxes shall be levied as per law. In default of payment of the fee, interest @ 5% per month will be charged till realization.

(b) If the successful bidder fails to deliver vacant and peaceful possession on expiry of the agreement or earlier determination, it will be liable to pay Rs. 2000/- per day by way of Liquidated Damages to NERAMAC till the allotted space is vacated.

4. SECURITY DEPOSIT:

The successful bidder shall deposit two months interest free security equivalent to two months of fees quoted to NERAMAC which will be refunded on expiry/termination of the agreement simultaneously with delivery of vacant and peaceful possession of the allotted space to NERAMAC after adjusting against a damage cost to the allotted space.

5. ALTERATION/ RENOVATION:

The Successful bidder may be allowed for alteration/renovation, interior design and partitioning of allotted spaces with the prior written approval of NERAMAC, at its own cost. Bidder shall hand over the premises after the contract period in same condition as it was given at the beginning of the contract.

6. COMPLIANCE OF STATUTORY NORMS:

The successful bidder shall adhere to all statutory norms of payments to employees provident fund, ESI gratuity, minimum wage to be given them etc.

7. RATES:

The successful bidder shall provide catering services in consultation with NERAMAC.

8. ITEMS TO BE SOLD:

As NERAMAC is committed to promote Organic and Natural fresh / processed Agri-Horti Produce of NER, therefore at least two Organic dishes of NER should be included in the menu. On special occasions, bidder may provide special catering services within the premises of Restaurant. In case, NERAMAC takes orders to promote NER Delicacies from various Ministries or Organisation for Meetings or Buffet, Bidder shall give special rates to NERAMAC.

9. SUBLICENSE:

The successful bidder shall not sublet/ sublicense or mortgage the whole or any part of the allotted premises to anyone else.

10. INSTALLATION OF SOFTWARE:

Successful bidder shall install an online system/ software for maintaining inventory / sales proceeds and daily/ weekly report to be submitted to NERAMAC.

11. FURNITURE AND FIXTURES:

NERAMAC shall provide basic infrastructure to the bidder which is sufficient for running of a Restaurant. Furniture & Fixture which includes Burners (3 nos), Chimney, Utility Table, Deep Refrigerator, Racks to keep utilities, Sink and Utensil cleaning area. Sitting arrangement is also provided by Dilli Haat. Water and Lights Fixtures shall be provided by NERAMAC.

12. BRANDING:

Restaurant shall be working under “ONE” (Organic North East) brand. All efforts should be made to promote ONE Brand. Bidder shall also offer schemes of promoting NER food from time to time. Bidder cannot put his company name in the theme board. However, the bidder is free to use his logo other than the theme board.

13. ELECTRICITY, WATER, GAS & OTHER CHARGES:

All Electricity, Water & other Charges shall be borne by Successful bidder.

14. DAMAGE TO OTHER ARTICLES IN THE PREMISES:

The Bidder shall be responsible for any damage to the designated places under the Bidder's occupation and to the fittings, fixtures, furniture, equipment entrusted to the bidder when such damage is in the opinion of NERAMAC, caused due to negligence or carelessness or any fault on Bidder's part or that of its Manager or Workmen or Agent and the Bidder shall be liable to pay to NERAMAC such amount for the damage as may be assessed by NERAMAC officials.

15. MAINTENANCE:

The Bidder shall keep the allotted space as well as the adjoining space around the designated places in a clean and tidy condition and use branded detergent to clean and mop the designated places. The service tables have to be maintained in a clean and neat manner. The Bidder shall not permit the designated areas or any portion thereof to be used for residential purposes by any of its employees. It shall be open to any official of NERAMAC Ltd. or any other person/ agency duly authorized by the NERAMAC Ltd. only authorized in this behalf to inspect the designated places or any portion thereof at any time.

16. PERSONNEL SUPERVISION:

It will be the Bidder's responsibility to ensure that the obligations under the terms are duly performed and observed and a competent and qualified person shall be appointed as Manager whose name should be informed to NERAMAC Limited or any other person/ agency duly authorized by the NERAMAC Limited only and who shall remain in person on the campus to manage and supervise the catering services properly. The Manager should be conversant with Hindi, English & any one NER. Bidder should follow all labour law formalities.

17. STANDARD OF CATERING:

- i. The quality of articles of food and provisions should be strictly of good standard. Bidder shall ensure that the food items supplied are as per the standards of fitness prescribed by the Government authorities and if at any time any fine is imposed by the Government authorities (Eg. by the food inspectors/ food dept.) the same shall be borne by the bidder and NERAMAC Ltd. will not pay any fine or penalty that may arise/or that may be imposed on account of the fault of the Bidder. The successful bidder shall be solely responsible for all and any consequences arising out of use of substandard products. NERAMAC shall not be responsible for any complaints of customers and authorities whatsoever related to the products being served.
- ii. The standard of cleanliness of kitchen utensils, crockery, glassware, cutlery; linen etc. shall be of very high order.
- iii. The Bidder should ensure that the entire catering premises are kept hygienic and clean. A thorough master cleaning ought to take place every weekend for all equipments, fixtures, utensils by removing the grime, grease, stains, oil etc. wiped well by clean cloth and dried.

18. PRODUCTS PROVISIONS, FRUITS AND VEGETABLES ETC:-

- (i) The Bidder shall be solely and wholly responsible for the procurement of all articles of food and provisions at his own cost. The Bidder shall bear complete financial responsibility for all purchases and financial commitments he may enter into for running and operation of the restaurant.
- (ii) It shall be the responsibility of the Bidder to store the materials purchased by him in a neat, tidy and hygienic manner. The security of such material shall be the sole responsibility of the Bidder.

19. SERVICE TIMINGS:

The timings for serving shall be as under: Between 1100 Hrs to 2100 Hrs (Dilli Haat) and for other locations as per rules of the Authorities.

20. PREPARATION OF THE MENU:

The menu card shall be prepared in consultation with NERAMAC or any other person/ agency duly authorized by the NERAMAC only. Menu should include most of the delicacies of north east. At-least two organic delicacies/ dishes shall be included in the menu. Menu shall be revised on Monthly/ Quarterly basis considering the customer preference, seasonality, availability of Raw Material and other justifiable reasons. It may happen that a standard menu shall be applicable in all stalls.

21. MONTHLY REPORTS

Every month of each contract year, the successful bidder shall submit a detailed progress report to NERAMAC covering all activities during said period with respect to operations, maintenance, management and running of the restaurant cum showroom including information regarding sales, hours of operation, labor relations, other significant matters, and Services. Said report shall include a comparison of such items to the corresponding values for the preceding months, a listing of any significant operating problems along with immediately planned remedial actions, and a brief summary of major activities planned for the next reporting period.

ELIGIBILITY CRITERIA:

1. BIDDER:

The bidder should be either SHG/ NGO/ FPO/ FPC/SUPPLIERS/ ENTERPRENEURS/ PROPRIETORSHIP CONCERN/ PARTNERSHIP FIRM.

SHG/ NGO/ FPO/ FPC/SUPPLIERS/ ENTERPRENEURS/ PROPRIETORSHIP CONCERN/ PARTNERSHIP FIRM from NER may be given priority.

Similarly for SHG/ NGO/ FPO/ FPC/SUPPLIERS/ ENTERPRENEURS/ PROPRIETORSHIP CONCERN/ PARTNERSHIP FIRM registered newly but having due experience individually by the partners in their respective business or restaurant / catering / hospitality will be accepted. Bidder from other states may be considered after the recommendation of the committee and approval of competent authority.

2. TURNOVER:

Last 3 year Average Turnover should be at least Rs. 10 Lakhs from Restaurant/ Catering/ Hospitality business. For start ups, the annual turnover is minimum 5 Lakhs. The turnover of Retail/ Restaurant/ Catering/ Hospitality Business should be reflected in balance sheet/billing details certified by the chartered accountant.

In case this turnover is not reflected separately in the balance sheet, a certificate in respect of the turnover of the chartered accountant of the company should be enclosed.

For newly registered CONCERN/ PARTNERSHIP FIRM the turnover should be at least Rs. 10 Lakhs for each partner and will be abide by the rules as above.

3. EXPERIENCE:

The Bidder must have experience of at least 3 years in running Restaurant/ Catering Services. For start ups minimum experience is 1 year. The bidder should be aware of North Eastern Cuisine thoroughly and should have equipped with adequate, qualified & experienced manpower on rolls. In case of new partnership firm individual partners experience can be considered.

4. DESIRABLE:

Preference shall be given to bidder who has experience in running restaurant services North East. Preference shall be given to those having experience in Promoting Organic Food.

5. As on date of tender submission:

- i. Any central/state government department/PSU/other government entity or local body must not have banned business with the tenderer.
- ii. The tenderer should submit an undertaking to this effect as per the format laid down in ANNEXURE-C. In case at a subsequent date the successful bidder is found to have been banned for business as given above or involved in any dispute with any central/state government department/PSU/other government entity or local body with respect to non-payment of dues etc, NERAMAC shall be at liberty to and have full rights to cancel the

allotment of restaurant cum shop and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder.

***NOTE:** As NERAMAC always supports and encourages small and budding suppliers/ entrepreneurs of North East Region to improve their business activities. Selection Committee may take a view to relax the eligibility Criteria in case of progressive Budding SHG/ NGO/ FPO/ FPC Supplier/ Entrepreneur dealing in Organic products of North East provided they fulfill all other Eligibility criteria.*

BID FORMAT & CONTENTS

The Bidder shall seal both the bid copies i.e., Technical & Financial in separate envelopes, duly marking the envelopes as “Technical Bid” & “Financial Bid” addressed to Managing Director, NERAMAC Ltd. These two envelopes (called as inner envelopes) should be sealed and shall then be put inside one outer envelope.

a. The Contents of Technical Bid (Dully Filled) –

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

b. Contents of Financial Bid (Form C)

Form of Financial Bid duly filled & signed with stamp. The financial proposal should contain the monthly contract money excluding taxes which would be paid by the bidder to NERAMAC Ltd. The tax like GST, etc would have to be borne by the party.

FEES PAYABLE

The following fees are payable at various stages of the bidding process:

i. Processing Fee :

Processing fee of Rs. 1,500/- only (Non-refundable) should be submitted along with submission of bid along with other supporting documents as mentioned above. Tenders not accompanying the processing fee shall be rejected out rightly and shall not be processed

ii. Earnest Money:

EMD of Rs. 15,000/- (Rupees Fifteen Thousand only), without which tender will not be considered. The amount shall be paid by way of either RTGS/NEFT/POS or DD in favour of:

Name : NERAMAC LTD.

Bank Name: State Bank of India,

Branch Name: New Guwahati Branch, Bamunimaidam

Account No: 10566982782, IFSC Code: SBIN0000221.

iii. **Refund of Earnest Money:**

The Earnest Money of unsuccessful Bidder shall be refunded soon after final appointment of the agencies has been completed. No interest shall be payable on earnest money deposited with NERAMAC. The bidder securing the highest marks shall be selected, however as NERAMAC is also trying to replicate same concept in other parts of NCR and Metropolitan cities, an empanelment of qualified bidders shall be maintained.

iv. **Sustainability Fee/ Service Charge:**

Successful bidder shall have to pay a fixed service charge of 15% of the revenue generated from the total sales in respect of all orders generated by NERAMAC exclusive of GST and any other statutory taxes levied by law. GST and any other statutory taxes as applicable shall be paid by the successful bidder on the aforesaid 15% Service Charge. Service Charge are subject to change from time to time and product to product depending upon business strategies of NERAMAC

SUBMISSION & OPENING OF BID

Sealed Bids must be submitted at the address mentioned herein below by 19.09.2018 upto 14.00 Hrs and same will be opened on 19.09.2018 at 15.00 Hrs in the presence of the bidders or their authorized representatives, who wish to attend.

If the office happens to be closed on the date of receipt of the bids as specified, the bids will be opened on the next working date at the same time & venue.

The date & time for opening of Financial Bid will be intimated to the technically qualified Bidder in time. However, in case, management desires to extend the dates of submission due to insufficient response or any other reason, shall inform in website of NERAMAC in the form of corrigendum

PROCEDURE OF SELECTION

All the applications received in response to the notice for Tender will be scrutinized by the Evaluation Committee to be formed by NERAMAC in 3 Stages evaluation process as per the latest General Financial Rules:

STAGE-I

ELIGIBILITY CRITERIA:

All Bids received shall be scrutinized based on Eligibility Criteria by Bid Evaluation Committee on day of opening. Following are essential documents without which BID would be rejected at this stage:

- I. Form A
- II. Form B
- III. EMD
- IV. Processing Fee

STAGE –II:

TECHNICALLY/ FINANCIALLY QUALIFIED

Once Stage-I is fulfilled, Bid Evaluation Committee shall scrutinize other essential and relevant documents. In case Committee desires, it may ask bidder to submit clarification within 24 hrs of the email. Those proposals which do not meet the eligibility/ qualifying criteria will be rejected, forthwith, or at any stage of detection. Based on the evaluation criteria as given in FORM B, a bidder shall be considered as **TECHNICALLY QUALIFIED WHO HAS QUALIFIED STAGE I.**

STAGE –III:

Financial bid shall be opened for only technically and financially qualified Bidder (as given above)

WEIGHTAGE CRITERIA FOR FINAL SELECTION

- a) Weightage of Technical Bid (STAGE II) = 40%
- b) Weightage of Financial Bid (STAGE II) = 60%

(Bidder quoted highest in both financial & Technical bid shall be considered for selection)

CONFIDENTIALITY

- i. All documents forming part of the bidding process shall remain or become the properties of NERAMAC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation for their Bid. The provisions of this Clause shall also apply mutatis mutandis to all documents submitted by the Bidders, and NERAMAC shall not return to the Bidders any document or any information provided along therewith.
- ii. Interested parties wishing to inspect the offered spaces may contact the following person:

Mr. Madhur Asom Saikia
Deputy General Manager
Logistics, NERAMAC
Ph. No. 9810095058
Email Id. dgmlog.neramac@gmail.com

TERMINATION

1. NERAMAC reserves the right to terminate the Agreement proposed to be executed with the successful bidder upon 60 days written notice to successful bidder in the event:
 - (i) the successful bidder violates any clauses applicable to this Tender;
 - (ii) unsatisfactory performance by the successful bidder at any time during the contract period;
 - (iii) Non-Payment of security or rental fee or 15% commission within the specified time;
 - (iv) Misrepresentation of information at any time during the contract period;
 - (v) Determination by NERAMAC that it does not wish to extend this agreement.
2. The Successful bidder shall have the option to exit from the Agreement only after a lock in period of three (3) months from the date of execution of agreement. The Successful bidder shall have to issue 30 days prior notice to NERAMAC.
3. Upon expiration or termination of this Agreement, the successful bidder shall remove its personnel, equipment's etc from the allotted space and shall leave the same in as good condition as it was on the Effective Date of agreement.

DISPUTE RESOLUTION

- i. In the event, any dispute arises between the successful bidder and NERAMAC in connection with this tender, the construction of any provision of this tender or the rights, duties or liabilities of the successful bidder/ NERAMAC under this tender, same shall be referred to a sole Arbitrator to be appointed by the Managing Director, NERAMAC. The venue of Arbitration shall be at Guwahati and the cost of the Arbitrator shall be shared equally by both the parties. The decision of the Arbitrator shall be binding on the parties.

BID FORM**TO****THE MANAGING DIRECTOR,
NERAMAC,
9 RAJBARI PATH, G.S ROAD,
GUWAHATI – 781005, ASSAM, INDIA****Sub: INVITING TENDER FOR OPERATING, MANAGING, RUNNING OF
RESTAURANT WITH KITCHEN AND DINING AREA (ONLY) ON “AS IS
WHEREIS BASIS”**

Sir,

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

S.NO	DESCRIPTION	RESPONSE
1.	Name of the Organization	
2.	Address	
3.	Name, designation & address of the person to whom all references shall be made	
4.	Telephone (with STD code)	
5.	Mobile No. of the contact Person	
6.	E- mail of the contact person	
7.	Fax No. (with STD code)	

We have enclosed the following documents:

1. Letter of Authorization.
2. Form A should be submitted on the company's/ Firm letter head duly seal and signed by the authorized person.

Processing Fee of Rs. 1,500/- and EMD of Rs. 15,000/- per bid should be placed in Technical bid only payable by RTGS/NEFT/POS or DD in favour of

Name : NERAMAC LTD
Bank Name: State Bank of India,
Branch Name: New Guwahati Branch, Bamunimaidam
Account No: 10566982782
IFSC Code: SBIN0000221.

3. Form " B".
4. Self Attested copies of Supporting Documents.

I/ We hereby declare that my/ our Tender is made in good faith and the information contained is true and correct to the best of my/ our knowledge and belief.

Thanking you,

Yours faithfully,

Signature of the Applicant

Name:

Witness by - Signature:

Name:

Dated:

FORM – B

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

SUB: INVITING TENDER FOR OPERATING, MANAGING, RUNNING OF RESTAURANT WITH KITCHEN AND DINING AREA (ONLY) ON “AS IS WHEREIS BASIS”

Sir,

With reference to your subject mentioned tender in NERAMAC website www.neramac.com, we hereby submit our technical bid as per the Terms and Conditions provided by you. The particulars of offer are given below:

Sl. No.	QUALIFYING CRITERIA	MAR KS	COMMENTS OF BIDDER (along with Supporting Document)	DEVIATIO N YES/NO	ALLOTED MARKS (To be filled by evaluation committee)
1	The minimum turnover of the Bidder should be average Rs. 10 Lakhs per annum each for last 3 years For start ups, minimum annual turnover of the bidder should be Rs. 5 lakhs.	40			
2	The bidder must have work experience of at least 3 years For start ups, bidder must have work experience of atleast 1 year	20			
3	Write up or PPT on business Plan	10			
4	Bidder should be ready to start services of Restaurant from 1 st week of October, 2018.	10			
5	Experience Running restaurant services of North East Cuisines.	20			
	Total	100			

Thanking you,
Yours faithfully

(Signature of the Applicant)

FINANCIAL BID (FORM - C)

To,
**Managing Director,
NERAMAC
9, Rajbari Path, G.S Road,
Guwahati – 781005, Assam, India**

SUB: INVITING TENDER FOR OPERATING, MANAGING, RUNNING OF RESTAURANT WITH KITCHEN AND DINING AREA (ONLY) ON “AS IS WHEREIS BASIS”

Sir,

With reference to your subject mentioned tender in NERAMAC website: www.neramac.com. We hereby quote our best rates for operating, managing, running of restaurant with kitchen and dining area (only) on “AS IS WHEREIS BASIS”. The particulars of offer are given below:

Sl. No.	Description	Monthly Quoted Fee
	INVITING TENDER FOR OPERATING, MANAGING, RUNNING OF RESTAURANT WITH KITCHEN AND DINING AREA (ONLY) ON “AS IS WHEREIS BASIS”	

N.B: -

1. The proposed monthly fees should be quoted both in figures and words.
2. GST, as applicable with the monthly fee will be paid by Bidder.
3. Financial Bid to be sealed in separate envelop as Bid sealing and marking of Bids)

IMPORTANT:

In addition to the above fixed monthly fee, bidder is also required to pay a fixed service charge of 15% of the revenue generated from the total sales exclusive of GST and any other statutory taxes levied by law in respect of all orders generated by NERAMAC.

Signature: -
Full Name: -
Designation: -
Address:
Tele No. :

Annexure-A: General Information of the Bidder

1. (a) Name :

(b) Address of Registered Office:

2. Details of individual(s) who shall serve as the point of contact/ communication for NERAMAC:

(a) Name :

(b) Designation :

(c) Company :

(d) Address :

(e) Telephone Number :

(f) Fax Number :

(g) E-Mail Address :

3. In case of Consortium/JV:

a. The information above (1 & 2) shall be provided for all the members of the JV/Consortium.

b. Information regarding role of each member :

Signed

(Name of the Authorized Signatory)

For and on behalf of (Name of the Bidder)

Designation Place:

Date:

Annexure-B: Affidavit (Duly Notarized)

(To be given by the Bidder on a Non Judicial Stamp Paper of Rs. 20)

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 hereby solemnly affirm and state as follows :

1. I am the authorised 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 “operating, managing, running of restaurant with kitchen and dining area (only) on “as is whereis basis” for DILLI HAAT, INA, Aurobindo Marg, New Delhi-110023 Delhi to North Eastern Regional Agricultural Marketing Corporation (NERAMAC) through Open Auction and 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.
3. I hereby declare that if any point of time, in case NERAMAC requests 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.
4. 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 tendering process for the said project. The costs & risks for such disqualification shall be entirely borne by us
5. I state that all the terms and conditions of the Bid Document have been duly complied with.
6. I on behalf of _____, undertake to work as per the terms and conditions rolled out by NERAMAC.
7. I understand that NERAMAC reserves the right to accept or reject and to cancel the empanelment process 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 7 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....., 2018.

DEPONENT

(Name, Designation with & Seal)

**Annexure-C: Undertaking for not being banned for business by any Govt.
Organisation/PSU/etc. (Duly Notarized)**

(To be given by the Bidder on a Non Judicial Stamp Paper of Rs. 20)

I / We _____ Manufacture / Partner(s)/ Authorized Distributor /agent 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 _____ Manufacture / Partner(s) / Authorized Distributor / agent of M/s. _____ hereby 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 OF AUTHORISED SIGNATORY