

EOI No. QC/302/CPU-New/AGT/409

Date: 16.08.2024



NORTH EASTERN REGIONAL AGRICULTURAL MARKETING CORPORATION LTD.
(NERAMAC)
(A GOVERNMENT OF INDIA ENTERPRISE)

INVITES

EXPRESSION OF INTEREST

FOR

**SELECTION OF LICENSEE FOR OPERATION & MAINTENANCE OF THE
CASHEW PROCESSING PLANT AT AGARTALA, TRIPURA ON LICENSE BASIS**

Last date for submission of Bid
29 August 2024 at 17:00 hours

For EOI Document, please visit

www.neramac.com

<https://neramac.ewizard.in/>

REGISTERED OFFICE ADDRESS:

No. 9, Rajbari Path, G.S Road,
Ganeshguri, Guwahati 781005,
Kamrup (Metro), Assam, India

DISCLAIMER

This EOI document for selection of a prospective Licensee for Operation & Maintenance of the Cashew Processing Plant at Agartala, Tripura on License Basis contains brief information on the scope of work, eligibility requirements and details of the selection process amongst others for the bidder.

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

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

NERAMAC also reserves the right to relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of NERAMAC without assigning any reason thereof and may include any other item in the Scope of Work at any time after consultation with the Bidders or otherwise.

EXPRESSION OF INTEREST (EOI)

NERAMAC invites Expression of Interest (EOI) from registered Partnership Firm/Company/Joint Ventures/ Proprietorship Concern etc. for Operation and Maintenance (O&M) of its Cashew Processing Plant at Agartala, Tripura on License Basis in accordance with the terms & conditions set up in this document. Interested parties fulfilling the eligibility criteria may download the EOI Document/Form from NERAMAC e-tender portal <https://neramac.ewizard.in/> or website www.neramc.com

1.	EOI No.	QC/302/CPU-New/AGT/409
2.	Date of release of EOI through NERAMAC's e-Portal	16 August 2024
3.	Date and time for pre-bid meeting (Optional)	21 August 2024 at 11:00 hrs (online)
4.	Last date for bid submission	29 August 2024 at 17:00 hrs
5.	Date and time for opening of Technical Bid	30 August 2024 at 11:00 hrs
6.	Date and time for opening of Financial Bid	30 August 2024 at 16:00 hrs
7.	Mode of Submission of Bid	Online only (<i>neramac.ewizard.in</i>)
8.	Validity of EOI	90 days
9.	Venue of Bid Evaluation	NERAMAC Ltd. Head Office, No. 9, Rajbari Path, Ganeshguri, Guwahati, Assam-781005
10.	Earnest Money Deposit (EMD)	Rs. 25,000/-
11.	EOI Document Cost (Non-Refundable)	Rs. 2,500/-
12.	Contact Persons & Details	<u>For query related to Tender</u> Sri Lachit Kumar Nath Contact: 9655023040 Email: ao@neramac.com <u>For query related to Factory</u> Sri Shankar Nath Contact: 8638995055 Email: zotripura@neramac.com

1. INTRODUCTION

North Eastern Regional Agricultural Marketing Corporation Ltd. (NERAMAC) is a Government of India Enterprise under the administrative control of the Ministry of Development of North Eastern Region (DoNER), Government of India, incorporated in 1982. Our mission includes providing comprehensive marketing solutions to farmers and entrepreneurs associated with agri-horti sector in the North East Region through marketing linkage, capacity building, food processing development and value chain frameworks.

Cashew Processing Plant at Agartala, Tripura: The existing Cashew Processing Plant at Agartala is housed in an industrial building with plinth area of 445 SQM with equipment and machinery running with a design capacity of processing 500KG of raw cashew per day. The unit also houses the Zonal Office of NERAMAC at Tripura, and is well facilitated with ease of transport and communication. With an aim to gain better performance and growth of business, NERAMAC intends to take services of an efficient party for operation, maintenance as well as management of the aforesaid Plant.

2. INSTRUCTION TO BIDDERS

- a) Bidder is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the 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 a bid, the Bidder has:
 - i. Made a complete and careful examination of the bidding documents & offered site.
 - ii. Received all relevant information from NERAMAC and satisfied themselves about all matters, things and information 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.
- c) The bid should be submitted strictly as per EOI Form provided in the document. Bids of only those parties shall be considered for evaluation who accepted the terms and conditions of the tender. Conditional tender shall be treated as null and void.
- d) Eligible selected party/parties shall have to sign an Agreement with NERAMAC 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 within the EOI submission last date, NERAMAC may modify the EOI document for any reason whether at its own initiative or in response to clarifications requested by any Bidder. Any modification thus issued will be notified on NERAMAC website **www.neramac.com** and such will be binding upon all Bidders participating in the EOI process.

3. GENERAL TERMS & CONDITIONS

The Plant shall be handed over to the selected party in fully functional condition who shall be responsible for operation, maintenance, management as well as looking after all other related activities including day to day operations of the plant.

- a) The **base license fee** stipulated by NERAMAC is **Rs 40,000/- per month** (excluding all outgoings like Electricity Bills, Taxes, Revenue Duties, GST etc.). The License fee shall be escalated and increased by 10% after completion of each year of license period.
- b) The selected party will deposit **09 (Nine) months** license fees plus all applicable taxes as Security Deposit within 10 (Ten) days from the date of issue of Letter of Acceptance (LOA) in the form of TDR/ FDR/ CDR pledged in favour of **NERAMAC LTD**, drawn on a scheduled commercial Bank with auto renewal facility till the expiry of the agreement. Said amount shall be refunded on expiry of the agreement after deduction, if any.
- c) A gestation period of **01 (One) month** starting immediately from the date of handover of the plant shall be provided to the selected party for mobilization and take over operations of the plant. Payment of 100% license fee shall commence immediately from the expiry of the gestation period i.e. 2nd (second) month from the date of handover of the plant.
- d) The contract license shall be initially valid for a period of **05 (Five) years** extendable for a further period at the sole discretion of NERAMAC, subject to satisfactory performance of the selected party.
- e) No Sub-license/ Mortgage/ lien shall be created during the subsistence of the license period.
- f) NERAMAC shall assist in marketing and selling of the processed products if desired by the selected party. Notwithstanding, NERAMAC shall receive from the party **05 (Five) percent** of actual monthly sale of products exclusive of GST or any other Govt. taxes.

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

4. ELIGIBILITY CRITERIA

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

- b) Copies of Articles of Association/ Memorandum of Association (in case of registered companies), Bye laws and certificates of registration (in case of registered co-operative societies), Registered Partnership deed (in case of partnership firm), relevant Registration Certificates/ Deeds (in case of individuals/Proprietorship), Trade License must be furnished.
- c) The bidder should have valid Registration Certificate/ Trade License/GST Registration/ FSSAI License issued by competent authority or particulars of Registration Certificate issued by various Agencies/Authorities or should be in a position to obtain it.
- d) Power of Attorney/Authority Letter to sign the EOI Document as applicable.
- e) Further to be eligible to participate in this EOI, the bidder must have an average annual turnover from business of not less than Rs. 1.00 Cr in the last three Financial Years or should have a minimum Net Worth of Rs. 1.00 Cr in the last Financial Year.
- f) Certificate in original:
 - i. From an Independent Chartered Accountant on the turnover for the last 3 (three) years shall be submitted.
 - ii. Copy of Profit and Loss Account and Balance sheet duly certified by the Auditor for 3 (three) years shall be submitted.
 - iii. IT/ Returns duly filed for the last 3 (three) financial years with computation details.
- g) In respect of Pvt. Ltd. Company/Public Limited Companies, the net worth will be ascertained based on the paid-up share capital of the company including the share premium and reserves created out of profits as per the latest balance sheet. The net worth of all entities other than companies will be ascertained on the basis of balance sheet of individual properties/partner(s) i.e. assets minus all liabilities, in both cases duly certified by the Chartered Accountant.
- h) Bank Solvency certificate certified by the Bankers should be furnished along with the EOI.
- i) Consideration shall be given to participants having business operations and experience in the North Eastern Region.
- j) Preference shall also be given to the bidders having experience in food processing industry or similar activity. Proof of experience in similar nature of works would need to be furnished.

5. BID FORMAT & CONTENTS

The Bidder shall submit the completed, signed and stamped EOI document online at NERAMAC's E-portal neramac.euniwizarde.com only.

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

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

Financial Bid comprising FORM-C is to be submitted separately.

6. FEES PAYABLE

- a) **EOI document Fee:** EOI document fee (Non-refundable) of **Rs. 2,500/-** (Rupees Two Thousand and Five Hundred only) 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 at the time of submission of EOI along with other supporting documents as mentioned above.
- b) **Earnest Money:** EMD of **Rs.25,000/-** (Rupees Twenty Five Thousand only) 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 EMD, tender will not be considered (**Exempted for MSME**).
- c) **Refund of Earnest Money:** The Earnest Money of unsuccessful Bidders shall be refunded soon after final appointment of the bidder is completed. No interest shall be payable on Earnest Money deposited with NERAMAC LTD.

7. PROCEDURE FOR SELECTION

- a) The Technical Bids received will be scrutinized and checked for fulfillment of minimum eligibility criteria given in the EOI. Further shortlisting shall be carried out on the basis of the following evaluation criteria. The decision of the Evaluation Committee in the evaluation of the Bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

Ser	Description	Marks
1.	Technical Bid	70
2.	Experience in operating and running processing plants related to Agri-Horti & Allied processed Agri-Horti or similar naturally grown produce/products	30

- b) The marks against each criterion above shall be further broken down into sub-criteria in an internal evaluation sheet to be maintained by the Evaluation Committee.
- c) Bidders scoring above **70 marks** in the above evaluation will be treated as technically qualified and will be shortlisted for opening of Financial Bid.
- d) The technically qualified Bidder quoting the highest rate in the Financial Bid will be selected for award of work.

8. EXECUTION OF LICENSE AGREEMENT

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

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

9. TERMINATION OF AGREEMENT

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

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

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

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

10. 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. In the event of any dispute, difference of opinion or claim arising out of or relating to the agreement or breach, termination thereof, shall firstly be attempted to be settled by prompt and good faith negotiations. If the dispute cannot be settled by mutual negotiations within 30 days from its commencement, it shall be referred to a sole Arbitrator within 120 days by the Competent Authority of NERAMAC LTD. The cost of the Arbitrator shall be borne by both the parties equally and the decision of the arbitrator shall be final and binding on all the parties. The venue of such arbitration shall be Guwahati. It is hereby clarified that during the Arbitration Proceeding the Parties shall continue to perform their respective rights and obligations under the agreement.
3. Nothing contained in this clause shall prevent NERAMAC LTD. from seeking interim injunctive relief against the other in the courts having jurisdiction over the parties.

UNDERTAKING

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

I/We agree that any EOI bid 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.

FORM - A

BID FORM

To

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

Subject: EOI for selection of Licensee for Operation & Maintenance of the Cashew Processing Plant at Agartala, Tripura on License Basis

Dear Sir,

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

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

We enclose herewith the following documents:

1. Copies of Articles of Association / Memorandum of Association (in case of registered companies), By laws and certificates for registration (in case of registered co-operative societies), Registered Partnership deed (in case of partnership firm), relevant Registration Certificates/ Deeds (in case of individuals/Proprietorship).
2. Trade License.
3. Self-attested copy of PAN/TAN card, and GST registration of the Bidders.
4. Power of Attorney/Authority Letter to sign the EOI Document as applicable.
5. Certificate in original:
 - i. From an Independent Chartered Accountant on the turnover for the last 3 (three) years shall be submitted.
 - ii. Copy of Profit and Loss Account and Balance sheet duly certified by the Auditor for 3 (three) years shall be submitted.
 - iii. IT/ Returns duly filed for the last 3 (three) financial years with computation details.
6. Bid Documents.
7. Please note that Form-A should be submitted on the Company/Firm's letter head duly seal and signed by the authorized person.
8. EOI Document Fee of Rs. 2,500/- (Non-Refundable).
9. EMD of Rs. 25,000/- should be placed in Technical Bid only payable by RTGS/NEFT/POS or DD in favour of NERAMAC LTD., Bank Name: State Bank of India, Branch Name: New Guwahati Branch, Bamunimaidam, Account No: 10566982782, IFSC Code: SBIN0000221.
10. Form "B".
11. Form "C".
12. Self-attested copies of Supporting Documents.

CERTIFICATE

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

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

Date:

(Signature of the Bidder)

Along with seal/stamp

Name :

Designation:

TECHNICAL BID FORM

To

The Managing Director,
NERAMAC Ltd.
9, Rajbari Path, G.S Road,
Guwahati, Assam781005

Subject: EOI for selection of Licensee for Operation & Maintenance of the Cashew Processing Plant at Agartala, Tripura on License Basis

Dear Sir,

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

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

Note: Bidder can use a separate sheet if required

Date:

(Signature of the Bidder)

Along with seal/stamp

Name :

Designation:

Signature of the Bidder with Seal

Annexure-A

Affidavit (Duly Notarized)

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

I, S/o, aged about, Resident of working as (insert designation) of the (insert name of the single bidder/consortium member if a consortium), do 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 **Selection as a Licensee for Operation & Maintenance of the Cashew Processing Plant at Agartala, Tripura on License Basis.**
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)

Signature of the Bidder with Seal

16

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 thisday of..... 2024.

DEPONENT

(Name& Designation with Seal)

Annexure-B

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

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

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

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

STAMP & SIGNATURE

Signature of the Bidder with Seal

18

FINANCIAL BID FORM

To

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

**Subject: EOI for selection of Licensee for Operation & Maintenance of the
Cashew Processing Plant at Agartala, Tripura on License Basis**

Dear Sir,

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

SN	Description	License Fee offered per month in INR (Exclusive of GST)
1	Operation & Maintenance of the Cashew Processing Plant at Agartala, Tripura on License Basis.	

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

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

Date:

Signature of the Bidder
(with seal/stamp)

Name :

Designation: