



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

**INVITES
EXPRESSION OF INTEREST
FROM**

**ENTREPRENEURS/AGENCIES FOR SETTING UP RETAIL OUTLET/STALLS ACROSS
ASSAM ON FRANCHISEE MODEL TO SHOWCASE AND SALE THE EXOTIC
PRODUCES/PRODUCTS OF NORTH EASTERN REGION**

EOI No. NER/MKTG/94/20/44

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 setting up retail outlet/stalls across Assam on Franchise mode to showcase and sale the exotic produces/ products of North Eastern Region. The Franchisee Outlet/Stalls shall be set up and operated under three different brand names “*NERAMAC Fresh*”, “*NE-Fresh*” and “*Organic North East (ONE)*” in a contemporary-traditional style environment in accordance with the terms & conditions set up in this document.

NERAMAC Ltd shall be the ‘**Franchisor**’ and the successful applicant executing the franchise agreement shall be known as the ‘**Franchisee**’.

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 setting up NERAMAC’s retail outlet/stalls across Assam on Franchise model*” alongwith Fees of Rs. 2,500/-.

To,

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

Fees of Rs. 2,500/- 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. Ltd. It is made clear that without the prescribed fee, EOI will not be considered. Receipt must be enclosed if payment is made online.

This is a rolling advertisement. As such you are welcome to express your interest at any point in the near future unless an alternate advertisement is released.

Contact person:-

Mujaddid Hussain
Addl. GM, Marketing
Ph. No.+91-8876544765

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Asst. Manager, Marketing,
Ph. No: +91-8638995055

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.

In the “*NERAMAC Fresh*”, “*NE-Fresh*” and “*Organic North East (ONE)*” outlets– fresh fruits, vegetables, cut fruits, cut vegetables, fresh fruit juices, groceries, processed and packaged products of the region like cereals, spices, GI products, traditional (Ethnic) food items, Minor Forest Products (MFP), NERAMAC branded products and NERAMAC co-branded products shall be merchandised for sale along with traditional ethnic foods of NER Region.

Different Franchising Model/option available:-

(a) **Franchisee Owned, Franchisee Operated Model (FOFO) under the Brand name “*NERAMAC Fresh*”**

In this case, the Franchise Outlet under the brand name-“*NERAMAC Fresh*” shall be owned by the Franchisee. It is the responsibility of the Franchisee to identify the store location and set up the store with required furniture and fixtures, including financing of the same and taking care of the store operations. Minimum 200 sq ft area of space preferably in the main arterial route of the town or in the commercially viable places is preferable for the outlet NERAMAC shall be responsible only for providing of goods to be sold.

(b) **Shop-in-Shop retail concept (SIS) under the Brand–*NE-Fresh* and *One***

In this case, the applying agency already has a retail business and is ready to accommodate NERAMAC’s products under the Brand ‘*NE-Fresh*’ and ‘*ONE*’ in a dedicated space/area within the existing store or extension of the existing store. As such the applying Franchisee shall share the details of the space available /location and the current financial profile of the operated store.

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 agencies shall submit the following details along with the application form:
- b) A brief profile of the agency. Technical competence of the nodal person of that agency shall be attached along with the application.
- c) Previous experience in running successful franchisees / retail business, preferably in the Food and Beverages sector and Ethnic Indian style stores.
- d) A detailed business plan for operating the outlet/ stall.
- e) The applying agency shall clearly specify the Franchising model, that they are interested in taking up (FOFO or SIS).
- f) The applying agencies shall clearly state the location outlets (town / city) where they are interested in setting up and operating the Franchise.
- g) Each Franchisee to pay a Franchisee fee to NERAMAC Ltd.
- h) Each Franchisee to pay a security deposit to NERAMAC Ltd., against which NERAMAC branded and co-branded products would be supplied for sale.

i) FRANCHISEE FEE:

Under the Franchisee Owned, Franchisee Operated Model (FOFO) model, the Selected Franchisee shall pay a onetime non refundable franchisee fee of **Rs. 50,000/- (Rupees Fifty Thousand Only)** for each outlet and for integrated billing system, equipments such as computer, billing machine etc **Rs. 50,000/- (Rupees Fifty Thousand Only)** for each outlet shall be paid by the selected franchisee to NERAMAC.

- j) Selected Franchisee shall deposit **Rs. 50,000/- (Fifty Thousand Only)**, as security deposit for each outlet within Ten (10) 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 franchisee outlet.
- k) The Franchisee outlets shall be provided with centralized billing software by NERAMAC, which shall be installed in the billing machine. The sales and inventory position would be monitored by the assigned personnel of the operation regularly.

- l) **NERAMAC** shall retain 5% as its commission on the total sale value of fresh produces (fruits and vegetables) and products (fresh juice, cut fruits etc) by the Franchisee.
- m) Franchisees are entitled to a 12% margin for selling NERAMAC branded products in the Franchisee outlets/
- n) All processed products shall be supplied to the Franchisee by NERAMAC on fixed days of shipments per week. Franchisees to sell products at not above MRP.
- o) The payment for Fresh Fruits and Vegetables shall be made by the Franchisee, immediately to the designated supplier at the time of delivery.
- p) All stocks (both fresh and packaged) to be inputted in the inventory register of the billing system, immediately on receipt of the stocks at the outlet.
- q) Logistics cost shall be incurred by NERAMAC. Packaged products shall be shipped from source market to destination market. Franchisee shall be responsible for collecting the stocks from the local transporter on their own expense.
- r) The accounts shall be settled on fortnightly basis.
- s) Any loss or damage of the NERAMAC Products while in the possession of Franchisee shall be borne by the Franchisee exclusively.
- t) Selected Franchisee shall sign an Agreement with NERAMAC after completion of selection process and issue of Letter of Acceptance (LOA).
- u) Franchisee has to obtain all necessary statutory license required for running the outlets/stalls from local/other authorities.
- v) To provide as reasonably necessary all labour and professional, supervisory and managerial personnel as are required to operate and maintain the Franchisee.
- w) No Sub-license/ Mortgage/ lien shall be created by the Franchisee against the outlets.
- x) Franchisee shall store and sell entire range of NERAMAC products at all time.
- y) Security of stocks is the responsibility of the Franchisee.

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 7 (Seven) 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 Franchisee outlet (s).

E. TERMINATION OF AGREEMENT

- a) The Franchisee shall have the option to exit from the Agreement only after a lock-in period of One (01) year 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 90 days written notice to the successful agency in the event :
 - (i) Violation of any laws/ clauses of the EOI/ Agreement and the Franchisee does not cure such violation within 60 days;
 - (ii) Of a material breach by the Franchisee in the performance of the Services;
 - (iii) Non-payment of fee/ commission within the time specified;
 - (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 Franchisee under this EOI/ Agreement is found to be false or misleading.
 - (vii) On any other operational ground 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 Franchisee 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, Franchisee 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. 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 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

FORM A

To,

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

Subject: EOI for setting up NERAMAC retail outlet/stalls across Assam on Franchisee model

Dear Sir,

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 Cooperative Society/Company incorporated under Companies Act) with details and proof thereof	
2	Postal address with pin number, email, fax and phone including Mobile No.	
3	Registered office address with registration number in the name of the applicant or the name of the applicant's company's name	
4	Details of GST registration with TIN Number (if any): Copy to be enclosed	
5.	PAN No : Copy to be enclosed	
6.	Details of Trade License: (Copy to be enclosed)	

6	Continuous years of business and type of business(if applicable)	
7	Type of products dealt with (if applicable)	
8	Annual turnover of the present business (if applicable)	
9	Details and Number of other Franchisees currently operated	

We enclose herewith the following documents:

1. Trade License .
2. Self attested copy of PAN/TAN card, and GST registration of the Bidders.
3. Power of Attorney/Authority Letter to sign the EOI Document as applicable.
4. Bid Documents.

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

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 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:

EXPRESSION OF INTEREST

Sl. No	Location (City / Town)	FOFO	SIS
1			
2			
3			

Note:

1. Location Columns may be filled in the descending order of Interest
2. Please tick in the relevant columns in FOFO/SIS columns
3. You may add additional rows to express interest on various locations

(Signature of the applicant)

Place:

Seal

Date:

Guidelines:

1. If a group of individuals are planning to jointly setup the business, you are requested to please photocopy the Personal Fact Sheets and fill the details. A partnership deed is also to be provided in this case clearly stating the names of partners and partnership firm.
2. Please enter all relevant details. Do not keep any details vacant/unfilled.
3. In case of questions with multiple options, please tick the appropriate answer.
4. In case you wish to provide additional information, please attach a separate sheet.

(To be filled in by those in business)

Company Name(s)	Proprietorship /Partnership/ Private Ltd/ Public Ltd.	Nature of Business	Products / Services	Years in Business	People Employed	Turnover (Rs. in lakhs) Last 3 years

7. Any other relevant information:

8. Your professional background involve which one of the following?(Please tick)

(a) Marketing/Sales (b) People Management (c) Supply Chain Management

(d) Profit Centre Management (e) Business Administration

9. How soon can you free yourselves from your present commitments and start association with NERAMAC? (Please tick)

(a) Immediately (b) Within 3 months (c) Within 6 months (d) Undecided references

10. Please answer as Yes/No. If No, duly notarised 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?

Signature of Applicant with Seal

SECTION II: THE PROPOSED CENTRE

1. How do you propose to set up the Franchisee? (Please tick)

(a) Proprietorship (b) Partnership (c) Any other

2. Is the Proprietorship/Partnership already in existence: Yes / No

a) If yes, name of the Business :

b) IT-PAN number :

3. How do you propose to raise funds for this Outlet? (Please tick)

(a) Own Capital (b) Loans from other sources (c) Financial institutions

4. Why are you interested in a particular city and a particular location that you mentioned above to open up Franchisee?
 - I have my own place there;

 - I know the city/ town well and found great potential for NERAMAC products;

 - Other (Pls. Specify)

SECTION III: FRANCHISEE PROPOSITION & DECLARATION

1. Whether your organization is accredited / affiliated to any other business similar to that of NERAMAC? (Yes/ No). If yes, provide details:

2. Why are you interested in this business? (Please Tick)

- Great Investment option
- Unique Business opportunity
- Associate with a Central Govt organization
- Welfare of the farmer / local entrepreneur community.
- Other

3. If you invest(x) amount how much Return of Investment (ROI) do you expect on it every year? (Please Tick)

100% 75% 50% 25% 20% 15% 10%

4. Why are you interested in NERAMAC Franchisee? (Please Tick)

- I am from retail background and wish to utilize my experience in this sector of my own;
- I am an entrepreneur with diversified business interests and wish to get into retail industry;
- I am already in retail outlet business and wish to diversify further;
- This is the best business deal amongst others;
- Other;

5. Have you been involved in any Franchisee business in the past? If yes, please provide details.

6. Are you associated with retail outlet business? If yes, please provide details.

Affidavit (Duly Notarized)

(To be given by the Bidder on a Non Judicial Stamp Paper of Rs. 10)

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 authorised signatory of(insert name of company/ FIRM/ Agency) (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 setting up retail outlet/stalls across Assam on Franchisee mode to showcase and sale the exotic produces/ products of North Eastern Region on Franchisee Model.
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....., 2020.

DEPONENT
(Name, Designation with & Seal)

Signature of Applicant with Seal