

EoI No.: 163/21/50



**M/s NORTH EASTERN REGIONAL AGRICULTURAL MARKETING
CORPORATION Limited (NERAMAC LTD.)**

(A GOVERNMENT OF INDIA ENTERPRISE)

INVITES

EXPRESSION OF INTEREST

FROM

**ENTREPRENEURS/AGENCIES FOR TAKING UP DISTRIBUTORSHIP OF
NERAMAC PRODUCTS**

(Last Date of Submission of Bid: 15th October 2021)

For EOI Document: Please visit www.neramac.com

REGISTERED OFFICE ADDRESS

***9, Rajabari Path, G.S Road,
Ganeshguri, Guwahati 781005,
Assam, India***

Signature of Applicant with Seal

EXPRESSION OF INTEREST

North Eastern Regional Agricultural Marketing Corporation Ltd. (NERAMAC LTD.) invites “Expression of Interest” (EOI) from individuals/ entrepreneurs/ agencies/ for taking distributorship of NERAMAC Products in accordance with the terms & conditions set up in this document.

NERAMAC Ltd shall be the “Client” and the successful applicant executing the agreement shall be known as the “Distributor”. 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 Distributorship of NERAMAC Products”** along with Fees of Rs. 1000/-.

To,

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

Fees of Rs. 1,000/- 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.

Contact person:-

Arjun Bhorali,
AGM-Marketing
Ph. No :9435194788

Shankar Nath
AM- Marketing
Ph. No: 8638995055

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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.

NERAMAC Deals in 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.

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.

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- 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:-

The interested agencies 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 successful distributorship business, preferably in FMCG sector.
- iii) A detailed business plan for planned business operation & expansion.
- iv) The applying agencies shall clearly state the location outlets (town / city) where they are interested in setting up and operating the distributorship.
- v) Each Distributor to pay a security deposit to NERAMAC Ltd., against which NERAMAC branded and co-branded products, would be supplied for sale Ltd. This amount would vary depending on location
- vi) Distributors are entitled to a maximum of 20% margin for selling NERAMAC branded products in the market. This margin covers retail margin, logistics & distribution cost along with profit margin of the distributor.

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- vii) Packaged products for non Guwahati distributors shall be shipped from source market to destination market. Distributors shall be responsible for collecting the stocks from the local transporter on their own expense.
- viii) Any loss or damage of the NERAMAC Products while in the possession of Distributor shall be borne by the Distributor exclusively.
- ix) Selected Distributor shall sign an Agreement with NERAMAC after completion of selection process and issue of Letter of Acceptance (LOA).
- x) Distributor has to obtain all necessary statutory license required for running the business from local/other authorities.
- xi) To provide as reasonably necessary all labour and professional, supervisory and managerial personnel as are required to operate and maintain the Distributorship.
- xii) No Sub-license/ Mortgage/ lien shall be created by the Distributor against the Distributorship
- xiii) Distributor shall stock and sell entire range of NERAMAC products at all time.
- xiv) Security of stocks is the responsibility of the Distributor.

D. TERMINATION OF AGREEMENT

- a) The Distributor 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 Distributor does not cure such violation within 60 days;
 - ii. Of a material breach by the Distributor in the performance of the Services;
 - iii. Non Performance/Underperformance 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.

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- vi. If any representation made or warranties given by the Distributor 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 Distributor 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, Distributor shall return any promotional materials of NERAMAC that is in their possession within 15 days of issue of termination letter.

E. 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.

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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.

I/ 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 of Applicant with Seal

FORM A

To,

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

Subject: EOI for Distributorship of NERAMAC Products.

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 Party (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 <i>Copy to be enclosed.</i>	
7	PAN Card & ADHAAR Card <i>Copy to be enclosed.</i>	
8	FSSAI Certificate. <i>Copy to be enclosed.</i>	
9	Current Portfolio of Companies handled.	
10	Current Portfolio of Products handled	
11	Area of Operation/Locations Covered.	
12	Outlets Covered/WOD	
13	Volume of Business (L3Y) in Lks: ITR 2020-21'	

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	2019-20' 2018-19'	
14	Period of Operations (DD/MM/YYYY)	
15	Size of Godown (<i>In Sq Ft</i>)	
16	Manpower Strength 1. Field Force: ii) Office Staff:	

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.
- ITR L3Y.
- Proof of existing distributorship stated.

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

Signature of Applicant with Seal

EXPRESSION OF INTEREST

Sl. No.	Location	Partial/Complete

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?

Why are you interested in a particular city and a particular location that you mentioned above to open up Distributorship?

- I have my own place there;
- I know the city/ town well and found great potential for NERAMAC products;
- Other (Pls. Specify)

Note:

1. Location Columns may be filled in the descending order of Interest
2. Partial area distributorship or exclusive distributorship for whole location.

Place:

Date:

(Signature of the applicant)

Seal

Signature of Applicant with Seal

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 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)

Signature of Applicant 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 thisday of....., 2020.

DEPONENT

(Name, Designation with & Seal)

Signature of Applicant with Seal