

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

(A GOVERNMENT OF INDIA ENTERPRISE)

INVITES

EXPRESSION OF INTEREST

FROM

ENTREPRENEURS/AGENCIES

FOR

RUNNING

NERAMAC KIOSKs AT

GUWAHATI ZOO

EOI No. ASSAM/ZO/MKTG/ASZ/18/99

For EOI Document: Please visit www.neramac.com

REGISTERED OFFICE ADDRESS :

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

EXPRESSION OF INTEREST

North Eastern Regional Agricultural Marketing Corporation Ltd. (NERAMAC LTD.) invites “Expression of Interest” (EOI) from individuals/ entrepreneurs/ agencies/ for running NERAMAC KIOSKS at Guwahati Zoo, Assam on Lease mode to sale and serves the beverages, ethnic snacks & meals highlighting the exotic dishes of North Eastern Region among others. The Kiosks shall be operated under in a contemporary style environment in accordance with the terms & conditions set up in this document.

There are two individual kiosks for which this EOI is floated:- Gibbon Kiosk & Rhino Kiosk.

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

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

The interested agencies may submit their EOI addressed as below with superscription “**EOI for running a NERAMAC Kiosks at Guwahati Zoo.**” along with Earnest Money of Rs. 10,500/- (50% in case of SC/ST on Rs 10,000). Rs 500 is the non-refundable processing fees for document evaluation for all bidders.

Preference would be given to Start Ups/Women Entrepreneurs/SC&ST Bidders.

To,

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

Earnest Money of Rs. 10,500/- (50% in case of SC/ST)should be submitted online through NEFT in favour of NERAMAC LTD. Account No: 10566982782, IFSC Code: SBIN0000221, Bank Name: State Bank of India, Branch Name: New Guwahati Branch, Bamunimaidam or DD in favour of NERAMAC LTD. Ltd. It is made clear that without the prescribed fee, EOI will not be considered. Receipt must be enclosed if payment is made online.

Last date of submission of tender in a sealed envelope is 13th April 2022 at NERAMAC Office, 9 Rajbari Path, Ganeshguri. Guwahati -781005. *Phone: 0361 234 1427*

Contact person:-

Arjun Bhorali
AGM, Marketing
Ph. No.+91-9435194788

Dilip Saha
AM, Marketing
Ph. No: +91-9706098136

A. INTRODUCTION

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

B. INSTRUCTIONS TO BIDDERS

- a. Interested parties are required to read carefully the contents of this document and are expected to examine all instructions, forms, terms and conditions in the EOI documents. Failure to furnish all the information required as per the EOI document or submission of EOI not substantially responsive to the EOI documents in every respect will be at the Bidders' risk and may result in rejection of the EOI.
- b. It shall be deemed that by offering EOI, the intended party has:
 - i. Made a complete and careful examination of the bid and the bidding documents ;
 - ii. Received all relevant information from NERAMAC LTD. and satisfied itself about all matters, things and information hereinabove necessary and required for bidding;
 - iii. Acknowledged and agreed that ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from NERAMAC LTD. ;
- c. Interested party should submit the EOI strictly as per EOI form provided in the document for technical bid. Bid of only that party shall be considered for evaluation who accepts the terms and conditions of the tender. Conditional tender shall be treated as null and void.
- d. Eligible selected party/parties shall have to sign an Agreement with NERAMAC LTD. after completion of selection process.
- e. Any corrigendum including extension of date or change of date for submission of the tender shall be published only on the website and that shall be deemed to have been seen by the bidders.
- f. All the papers of EOI document with terms and conditions should be duly signed by the Bidders on each page as a token of acceptance of all the terms and conditions.

- g. At any time prior to the proposal due date, NERAMAC LTD. Ltd. may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the EOI document. Any modification thus issued will be informed to all the prospective bidders by notifying on NERAMAC LTD.'s website www.neramac.com. Such modification will be binding upon all bidders participating in EOI process.

C. GENERAL TERMS AND CONDITIONS:-

- a) The interested bidders shall submit the following details along with the application form:
- 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 a successful food / hospitality business, preferably in the Food and Beverages sector and Ethnic food experience would be a plus point in selection.
- d) A detailed business plan for operating the Kiosk Court.
- e) The applying bidder shall clearly specify which of the two kiosk he/she is interested in

Rhino Stall. Carpet Area 192 Sq Ft , Inside Area 96 Sq ft

Or

Gibbon Stall. Carpet Area 140 Sq Ft , Inside Area 88 Sq ft

- f) Along with their financial credential the applying bidder shall clearly state the fixed Monthly Minimum Guarantee offer per month based on % of sales. MMG is an important factor in selection of the bid.

Location	Contract Period	Projected Monthly Net Sales* (A) <i>Amount (in INR)</i>	Revenue Share (B) <i>In Percentage</i>	Monthly Minimum Guarantee (MMG) (A x B x 80%) (C) <i>Amount (in Rs.)</i>
Assam State Zoo cum Botanical Garden	1 st May 2022 to 31 st October 2022	GIBBON STALL Rs pm%
		RHINO STALL Rs pm%

- g) Selected Bidder(Lessee) shall deposit **Rs. 50,000/- (Fifty Thousand Only)**, as security deposit for the individual kiosk within Five (5) days from the date of issue of Letter of Acceptance (LOA) in the form of DD in favour of NERAMAC LTD. Ltd., drawn on a scheduled commercial Bank. Security amount can also be deposited online through NEFT/ IMPS. Said amount shall be refunded after deducting receivables, if any, at the time of surrender of the Kiosk space. The initial Earnest Money of Rs 10,000 will be adjusted against this security deposit.
- h) In case the selected bidder does not come forward to he/she forfeits the right to the amount and NERAMAC reserves the right to move on and select a second party. The process of selecting the next bidder will be limited to first 3 selected bidders.
- i) Selected Bidder(Lessee) are entitled to a 17.5% margin for selling NERAMAC branded products .
- j) Selected Bidder(Lessee) shall sign an Agreement with NERAMAC after completion of selection process and issue of Letter of Acceptance (LOA).
- k) Selected Bidder(Lessee) has to obtain all necessary statutory license required for running the Food Court from local/other authorities.
- l) To provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to operate and maintain the Food Court .
- m) No Sub-license/ Mortgage/ lien shall be created by the lessee against the Food Court.
- n) Lessee shall store and sell entire applicable range of NERAMAC products at all time.
- o) Security of stocks is the responsibility of the Lessee.

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 5 (Five) 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 Food Court .

E. TERMINATION OF AGREEMENT

- a) The lessee shall have the option to exit from the Agreement only after a lock-in period of 6 months from the date of start of execution of the agreement, only after complying the exit formalities to be decided by NERAMAC LTD.

- b) NERAMAC LTD. reserves the right to terminate the Agreement upon 60 days written notice to the successful agency in the event:
- (i) Violation of any laws/ clauses of the EOI/ Agreement and the lessee does not cure such violation within 60 days;
 - (ii) Of a material breach by the Lessee in the performance of the Services;
 - (iii) Non-payment of Rent/ commission within the time specified, i.e 1st of every month;
 - (iv) Becomes insolvent during pendency of the Agreement.
 - (v) Persistent in non-compliance of the written instructions of NERAMAC LTD. officials.
 - (vi) If any representation made or warranties given by the Lessee under this EOI/ Agreement is found to be false or misleading.
 - (vii) On any other operational ground like hygiene , non-compliance with applicable laws or any other Administrative Exigencies.

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

- c) The termination of the Agreement shall not release the Lessee from its obligation to pay any sums owed to NERAMAC LTD. nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- d) Upon termination of agreement, Lessee shall remove its belongings within 15 days of issue of termination letter, failing which these belongings shall become property of NERAMAC LTD.

F. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

1. The agreement shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Guwahati shall have the jurisdiction in all matters arising out of and/ or concerning the EOI or the agreement. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
2. Nothing contained in this clause shall prevent NERAMAC LTD. from seeking interim injunctive relief against the other in the courts having jurisdiction over the parties.

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.
9 Rajbari Path , G.S Road
Guwahati-781005 , Assam

Subject: EOI for running NERAMAC Kiosks at Guwahati Zoo , Assam

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

1	Name of the Bidder (In Capital Letters)	
2	Status (Individual/ Sole Proprietorship/Registered Firm/ Partnership Firm/Registered Co-operative Society/Company incorporated under the Companies Act) (<i>With Proof to be enclosed</i>)	
3	Postal Address with PIN no. , E Mail & Contact No.	
4	Registered Office Address with registration Number in the name of the applicant or in the name of the applicant company's name. (<i>With Proof to be enclosed</i>)	
5	Details of GST Registration with TIN No(if any): <i>Copy to be enclosed</i>	
6	Details of Trade License ,PAN Card & ADHAAR <i>Copy to be enclosed.</i>	
7	Bank Solvency Certificate Amount(INR)	
8	Volume of Business (L3Y) in Lks: ITR 2020-21' 2019-20' 2018-19'	
9	Area of Operation/Locations Covered.	
10	Experience in Food & Hospitality sector (If Yes , No of Years)	
11	Manpower Strength i. 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 financial strength (Bank Solvency Certificate)
- Caste Certificate if case applying/eligible for SC/ST deduction.

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

Date:

(Signature of the Bidder)
Along with seal/stamp

Name :

Designation:

CERTIFICATE

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

Date:

(Signature of the Bidder)
Along with seal/stamp

Name :

Designation:

Affidavit (Duly Notarized)

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

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....., 2022.

DEPONENT
(Name, Designation with & Seal)

DECLARATION

Please answer as Yes/No. If No, duly notarized affidavit and undertaking is to be submitted.

(a) Whether any criminal proceeding (s) is/are pending against you in any courts in India?

(b) Have you ever been charged for any unlawful acts?

Place:

Date:

(Signature of the applicant)

Seal