



**National Cooperative Consumers' Federation of India Limited
(NCCF of India Ltd)**

NCUI Complex, 3, Siri Institutional Area, August Karanti Marg, Hauz Khas, New Delhi – 110016

**TENDER NOTICE INVITING
INTERESTED & ELIGIBLE
APPLICANTS FOR THE SUPPLY
OF PULSES TO ITBP UNDER
DFS SPECIFICATIONS**

Tender Schedule	
Activity	Date
Floating of Tender	05/03/2026
Last date for sending the tender documents	16/03/2026 before 11:00 AM

NCCF Head Office invites Tenders from both empanelled and non-empanelled Business Associates for the supply of pulses to the Indo-Tibetan Border Police (ITBP), in accordance with DFS specifications. Interested parties meeting the eligibility criteria outlined below are invited to participate in the Tender, subject to the requirements and Terms & Conditions specified in the tender document. Only millers who fulfil the prescribed qualifications shall be eligible to participate in this tender

This Contract Note outlines the specific terms regarding the subject procurement process initiated by the National Cooperative Consumers' Federation of India Limited (hereinafter referred to as "NCCF"). This tender shall be conducted through a regular offline mode, wherein interested and eligible parties are required to submit their documents along with the financial bid in a sealed envelope to the NCCF Head Office. The sealed tender envelope must clearly mention: The name of the tender & the company name.

Submission methods:

- By hand: Deposit the tender in the tender box placed at the NCCF Head Office.
- By speed post/courier: Send it to the NCCF Head Office.

Last date and time for submission (for both methods): By 11:00 AM on 16th March 2026

Note: Any delay in submission or delivery will not be considered.

The address of the NCCF Head Office is follow:

**National Cooperative Consumers' Federation of India Limited
(NCCF of India Ltd)**

NCUI Complex,
3, Siri Institutional Area,
August Karanti Marg,
Hauz Khas,
New Delhi – 110016

The account details for the submission of EMD is as follow:

Bank Name: Union Bank of India
Branch: Nehru Place, New Delhi
Account No: 355701110050004
Account Name: National Co-op Consumers Federation of India Ltd.
IFSC : UBIN0541214

Scope of Work: Supply of 10 Varieties of Pulses as per **Defence Food Specifications (DFS)** for delivery to:

Consignee:

SS Battalion, Indo-Tibetan Border Police Force,
Majidpur, Saboli Camp, PO: Nathupura, District: Sonapat, Haryana

Tender Schedule (Updated):

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1) List of Items Required (All as per DFS Specifications) to lift the raw material for the below pulses which are available in NCCF buffer stock:

LIST 1			
S.N	Name of Pulses	DFS No.	Qty (Qtls)
1	Dal Arhar	DFS No. 435	599
2	Dal Chana	DFS No. 436	897
3	Dal Urd Whole	DFS No. 448	499
4	Dal Urd Chilka	DFS No. 440	499
5	Dal Moong Whole	DFS No. 445	499
6	Dal Malka	DFS No. 439	499
7	Dal Masoor Whole	DFS No. 444	499
8	Kala Chana	DFS No. 27-D	450
Total			4441

2) List of Items Required (All as per DFS Specifications) to lift from Open Market are given below:

LIST 2			
S.N	Name of Pulses	DFS No.	Qty (Qtls)
1	Kabli Chana	DFS No. 442	450
2	Rajma Chitra	DFS No. 434	400
Total			850

Note:

In the event that the required quality of raw pulses is not available in the buffer stock (as indicated in List 1), the supplier shall be responsible for procuring good quality raw material from the open market and ensuring delivery within the stipulated timeframe.

Details of raw material offered by NCCF for milling. (List 1 pulses)

- Detail of the raw pulses' material offered by NCCF for processing is given in **annexure 1**.
- Details of raw material mentioned above are the stock earmarked for delivery to the successful miller under this contract for the supply of milled pulses to ITBP. The actual quantity of the raw pulses to be lifted shall be specified in the release/delivery order issued by NCCF. By-product quantities will be determined as per the Output to Total Recovery (OTR) report issued by CIPHET.
- The successful bidder shall be responsible for lifting the unprocessed commodity from NCCF-designated warehouses and transporting it to their milling unit. This includes handling, transportation, transit insurance, and loading/unloading of the stock.
- Provisions for List 1 Pulses (Buffer Stock Available):
In case of pulses listed under List 1 (Buffer Stock), the following conditions shall apply:
 - The successful bidder shall lift the raw material against an interest-free Security Deposit in the form of RTGS/NEFT or a Bank Guarantee from a Scheduled/Nationalized Bank, equivalent to 100% of the value of the raw material the bidder intends to lift.
 - This advance deposit shall be made to the NCCF HO via RTGS/NEFT or in the form of a Bank Guarantee in favour of NCCF, issued by any Nationalized or Scheduled Bank in India.
 - The security deposit required for lifting raw material shall be in addition to the standard 12 % [2% (with the tender document) + 10% (after selection)] EMD required under this tender.
 - The successful bidder must pre-inspect the earmarked raw material stock at their own cost prior to submission of the bid. No request for change of stock location shall be entertained after bid submission.
- In case the successful bidder raises quality, concerns or delays supply post-award citing quality of raw material, NCCF reserves the right to cancel the supply order and reallocate the same at the risk and cost of the bidder, without prejudice to other provisions of this contract.
- The successful bidder shall be required to lift the allotted quantity of raw pulses from the designated warehouse(s) strictly within the delivery period specified below, calculated from the date of issuance of the Delivery Order. Only working days of the warehouse shall be considered for this purpose.

Quantity of raw pulses (MT)	Delivery Period (Warehouse Working Days)
0 - 250*	05

- In case the successful bidder fails to lift the raw pulses within the stipulated free delivery period, godown rent at normal rates shall be levied by NCCF for the uplifted quantity, for a maximum period of 30 calendar days beyond the free period.
Thereafter, if the bidder still does not lift the stock, penal godown rent (double the normal rate) shall be applicable for the next 30 calendar days.
- If the bidder fails to lift the confirmed quantity even after payment of applicable godown rent, the stock shall continue to be stored by NCCF on behalf of the bidder, entirely at their own cost, risk, and responsibility. NCCF shall not be liable for any losses, deterioration in quality, drriage, shrinkage,

theft, fire, natural calamities, or any other consequences during this extended storage. Beyond the permitted extension period (i.e., 30 days after the free period, or 60 days from the date of Delivery Order, whichever is earlier), penal godown rent (double the normal rate) shall continue to apply until the stocks are finally lifted.

9. The successful bidder shall bear and pay all applicable charges at the warehouse during lifting, including loading, weighing, handling charges, and any other incidental expenses, directly at the time of delivery.
10. In case the available stock of raw pulses at the time of lifting is less than 5% of the total quantity mentioned in the Delivery Order, the successful bidder shall still be required to lift the entire balance quantity. This residual quantity shall be supplied at the same contract rate as mentioned in the Delivery Order. Relevant details shall be communicated by the respective NCCF Head Office.
11. **For pulses categorized under List 2** (i.e., those not available in buffer stock and to be procured from the open market), the successful bidder shall be responsible for sourcing only good quality raw material.

In such cases, the bidder shall submit an EMD of standard 12 % [2% (with the tender document as EMD) +10% (after selection)] of the total contract value within 5 banking days, either through NEFT/RTGS to the designated NCCF account.

Eligibility Criteria

Interested applicants must meet the following eligibility conditions to participate in the tender for the supply of pulses to ITBP under DFS specifications:

- a) The applicant must have achieved a minimum cumulative annual turnover of ₹ 15 Crores in last three consecutive financial years (i.e., FY 2022–23, 2023–24, 2024–25), as certified by a Chartered Accountant.
- b) Turnover must be from similar line of business (agri-processing/supply of food grains/pulses and agri commodities) and certified by a Chartered Accountant with UDIN.
- c) Possess experience in supplying to Army Purchase Organizations (APOs), CPMFs, or other Defence/Paramilitary institutions.
- d) Hold valid PAN, GST, and FSSAI registration.
- e) The applicant must not be blacklisted or debarred by any Central or State Government agency, Public Sector Undertaking (PSU), or Autonomous Body. A self-certified affidavit to this effect must be submitted.
- f) The applicant must agree to comply fully with the Department of Food and Public Distribution (DFS) guidelines, including packing, labelling, and quality specifications, and all applicable instructions from the procuring agency.
- g) The applicant must own or leased or operate hygienic and compliant milling/processing units, conforming to standards outlined in Appendix-H of DFS guidelines, with adequate capacity and infrastructure for timely processing and dispatch.
- h) The applicant must submit a declaration that all personnel involved in handling, processing, and packaging of pulses are fully vaccinated, medically fit, and free from communicable diseases.
- i) Any other documents which are relevant to evidence the eligibility criteria.

Required Documents

The application should include:

- a) CA certified Turnover certificates (FY 2022–23, 2023–24 & 2024-2025).
- b) Copy of valid PAN, GST registration, FSSAI license.
- c) Copies of atleast one year past supply orders to defence, Central Paramilitary Forces either directly supply or through Government nominated agency.
- d) Affidavit of non-blacklisting, notarised on stamp paper.
- e) Undertaking on company letterhead agreeing to full compliance with DFS norms and ITBP packaging **labelling standards**
- f) Undertaking of having hygienic processing units complying with DFS.
- g) All employees in the milling units must be vaccinated and protected against communicable diseases. A self-declaration to this effect must be submitted by the successful bidder.

Supply Timeline and Delivery phases

The successful bidders shall ensure phase-wise supply of milled pulses in accordance with DFS and ITBP requirements:

Phase	Supply Period
Phase I	April 2026 to June 2026
Phase II	July to September 2026
Phase III	January to February 2027

Quality Parameters of Pulses to be delivered.

- Supplies shall conform to the relevant specifications prescribed by Defence Food Services.
- For quality parameters not explicitly covered under DFS norms, the pulses shall comply with the standards laid down in the Food Safety and Standards Act, 2006 (as amended in 2019) and the rules and regulations framed thereunder. The pulses must be free from added colour, adulterants, and common deleterious substances. They should be safe for human consumption, hygienically processed, and packaged in accordance with applicable FSSAI packaging and labelling guidelines.
- The Bidders will be solely responsible for consequences with respect to any violation of the Food Safety and Standards Act, 2019 and rules framed there under from time to time.
 - Any violation in this regard, including issues of food safety, contamination, or non-conformity to quality standards, shall be entirely at the risk and cost of the supplier.
 - NCCF shall bear no liability in case of penalties, legal action, or rejections arising from such non-compliance.

Submission of Financial bids

- Bidders shall submit their bids **offline** strictly in accordance with the **bidding schedule** specified in the Tender Document.
- Each bidder shall submit two separate bids, based on the source of raw material:

Bid Type	Source of Pulses	Cost Components to be Included
BID 1	List 1 – Buffer stock of NCCF	-Lifting, loading/unloading of raw pulses from designated NCCF warehouse - Transportation from warehouse to bidder's mill - Milling, grading, and packing as per DFS/ITBP norms - Transportation of milled pulses to ITBP- designated delivery points - Handling, transit insurance, and other incidental charges - All taxes and levies including GST Note 1: Residuals obtained from milling process shall be kept by the miller at the cost of Rs. 1,000 per quintal following CIPHET report for OTR.
BID 2	List 2 – Pulses procured from Open Market	- Procurement cost of raw pulses from open market (complying with DFS specs) - Transportation from market/vendor location to mill - Milling, grading, and packing as per DFS/ITBP norms - Transportation of milled pulses to ITBP-designated delivery points - Handling, transit insurance, and other incidental charges - All taxes and levies including GST

Note:

- Both BID 1 and BID 2 shall be quoted in **Rs. /Kg (including GST)**.
- Rates shall be **uniform across all locations** for which the bidder is quoting.
- Bidders shall ensure that all quoted rates cover the **complete supply chain** up to final delivery to ITBP.
- Quoted rates shall remain **valid for the full contract period**, including any extensions or quantity variation, as decided by NCCF/ITBP.
- All levies, duties, and taxes including **GST, mandi tax, works contract tax, income tax**, etc.

- c) Raw material will be issued in accordance with the CIPHET OTR standards, based on the quantity of pulses to be supplied by the vendor.
- d) Residuals/by-products arising from the milling shall be **retained by the miller**.
For accounting purposes, NCCF may raise an invoice for the by-products at **prevailing market rates**, and the miller shall be required to acknowledge the same.
A fixed **retention charge of ₹1,000 per quintal** for residuals will apply - for List 1 pulses only.
- e) The Bid submitted by the successful Bidder shall be valid for a period of 45 calendar days from the date of tender or until receipt of confirmed supply order from ITBP whichever is later.
- f) The successful bidder shall submit the relevant documents to establishing eligibility as per **Annexure A** with the tender document.
- g) NCCF reserves the right to accept or reject the bid without assigning any reason thereof.

Note:

- a. NCCF reserves its right to accept or reject any or all the bids, wholly or partly, without assigning any reason thereof.
- b. L-1 price matching or NCCF may place a counter offer to all the eligible bidders who participated in the tender.
- c. This bidding process and resultant contract shall be governed by the **laws of India**.
- d. The **Government of India, any State Government, or ITBP** shall not be a party to this transaction.
- e. NCCF shall not be responsible for errors in the bid. In such cases, up to 12% of the EMD submitted may be forfeited.
- f. No legal action shall lie against NCCF or its officials for any action taken in good faith in pursuance of this bid.
- g. Partial quotes (i.e., for less than the full quantity) shall be liable for rejection.

GENERAL TERMS & CONDITIONS

Offline bids are invited from empanelled as well as non-empanelled Millers fulfilling the eligibility conditions for the supply of pulses to the Indo-Tibetan Border Police Force (ITBPF), strictly in accordance with DFS specifications:

- a) Bidders may be either empanelled or non-empanelled with NCCF. However, only those who meet all the prescribed technical and financial criteria and agree to comply with DFS guidelines shall be eligible to participate.
- b) A minimum installed milling capacity of 30 MT per day is required. In the case of multiple units, the cumulative capacity shall be considered.
- c) The milling unit(s) and associated infrastructure (owned/leased) must comply with FSSAI and Government-mandated hygiene norms. A self-declaration shall be submitted by the successful bidder with the Security Deposit.
- d) All employees in the milling units must be vaccinated and protected against communicable diseases. A self-declaration to this effect must be submitted by the successful bidder.
- e) Milling units must be owned or legally leased under a registered lease agreement.

Processing, Packaging & labeling

- a) Pulses must be processed in hygienic, well-maintained milling facilities adhering to FSSAI standards and Government-approved food safety norms, including:
Clean floors, adequate lighting and ventilation, Rodent/insect/bird-proofing, Potable water availability, Waste disposal mechanisms, Staff safety practices.
- b) If any deviation from DFS norms is observed in packing materials during inspection, the bidder shall be given one opportunity to rectify the issue. If unresolved, such stock will be liable for rejection in-situ.
- c) Use of used/unused old packing material with incorrect or unrelated markings will result in rejection of the stock.

Packing Requirements

i) All varieties of Pulses shall be packed in New Virgin 'B' Twill Trade Jute 50 Kg Bags as per Bureau of Indian Standards specification No IS : 16186:2014 for Testing and Quality check. The bags will conform to the following dimensions:-

Sl.	Characteristic	Requirement	Tolerance
1	Outside Length (cms)	94	+ 4 cms
2	Outside Width (cms)	57	+ 4 cms
3	Ends per dm (Nos)	64	+ 4/-3
4	Picks per dm (Nos)	28	+2/-2
5	Corrected mass (in gms)	580	+8%/-6%
6	Average breaking strength	1.570	-
7	Average scam strength	1.420	-
8	Max Moisture Regain %	22%	-
9	Max oil content on dry	03%	-

ii) The mouth of each bag will be double machine stitched with suitable thread.

iii) Each Bag shall contain 50 kgs net of pulses with permissible variance in line with the Legal Metrology (packed commodities) Acts, 2009 and Rules 2011.

Marking

i) Tagging of bags shall contain the name "Specially packed for ITBP/ SF"

ii) The following particulars shall be stencilled on one side of each bag:-

a) Description of contents (in 5.0 to 6.0 cm characters)

b) Net weight

c) Month of packing

d) Supplied by NCCF

e) Warranty expiry date

f) SPECIALLY PACKED FOR ITBP/ SF

Shelf life:-

All varieties of pulses proposed to be supplied shall carry "*Shelf Life*" of six (06) months from the date of supply at Service and Supply Battalion, ITBP Majidpur Saboli, Camp, ITBP for soundness, wholesomeness and fitness for human consumption. A certificate to this effect will be submitted by NCCF along with every consignment to Commandant, SS Bn ITB Police.

Assaying & Quality Testing

- a) Each lot of processed pulses shall be approved based on a Quality Control Certificate furnished by the successful bidder.
- b) The successful bidder shall engage a NABL-accredited laboratory at their own cost for assaying and testing of the processed pulses. The testing must be conducted prior to dispatch.
- c) Sampling for lab analysis shall be conducted in the presence of NCCF's representative and/or any agency authorized by NCCF. Stocks may only be processed and packed after inspection and sample sealing.
- d) Lots from which samples are drawn shall be sealed jointly by representatives of NCCF and the bidder.
- e) At the time of dispatch:
 - NCCF's representative shall verify lot seals before loading.
 - Loading shall take place in the presence of NCCF's representative.
 - Post-loading, the vehicle shall be sealed by NCCF.
- f) If the seal is found tampered at the delivery point (ITBP depot), the vehicle shall not be unloaded. The matter will be escalated to NCCF Headquarters for action.
- g) If tampering is confirmed, the bidder shall replace the entire consignment within 15 calendar days at their own cost.

- h) The Quality Control Certificate submitted by the bidder shall be based on the lab report from a reputed NABL-accredited lab.
- i) The bidder shall ensure that all pulses conform strictly to the specifications provided in the contract and related annexures.
- j) NCCF reserves the right to appoint its own independent quality assayer. Only stock cleared by NCCF's assayer shall be considered eligible for dispatch.
- k) On arrival, the quality will be further verified by a Board of Officers detailed by DG, ITBP. Random samples may also be sent for testing by ITBP.
- l) The lab report issued by ITBP's authorized lab shall take precedence over any other quality reports. If the stock is not found conforming to Defence Food Specifications, the entire lot may be rejected.
- m) Rejected stock shall be lifted by the bidder at their own expense within 15 calendar days. A fresh replacement conforming to specifications must be delivered within the same 15-day period.
- n) If the bidder fails to replace rejected stock within the prescribed time, NCCF/ITBP may procure pulses from alternate sources at the risk, cost, and consequence of the bidder. Recovery shall be made by adjusting the dues or security deposit of the bidder.

Warranty

- a) All varieties of Pulses proposed to be supplied will carry "Shelf Life" of six (6) months from the date of supply at destinations intimated by for soundness, wholesomeness and fitness for human consumption provided the pulses after supply by the successful bidder are properly stored in ambient conditions by ITBP. A certificate to this effect will be submitted by the bidder along with every consignment to NCCF.
- b) Warranty period shall come into effect once the stocks are delivered and accepted by ITBP at the delivery centres.
- c) The successful bidder warrants that the pulses supplied under the contract conform to Defence Food Specification prescribed and shall perform according to the said Defence Food Specification in any climate and under all conditions of storage and movement in India.
- d) The successful bidder warrants for a period of warranty as prescribed (the warranty period of the item is as given in the Defence Food specification annexed) from the next month from the date of tendering of stores, that the goods/stores supplied under the contract shall be free from all types of defects.
- e) If within the period of warranty, the goods are reported by NCCF/ITBP to have failed to perform as per the specifications, the successful bidder shall replace the same free of charge within a maximum period of 30 calendar days from the date of issue of notification letter is dispatched for such defect by the ITBP, failing which the stores will be destroyed in situ at bidder's risk and cost.
- f) In the event of the supplies or part of it having been declared by the ITBP as not meeting the Defence Food Specification, NCCF/ITBP will have the right to dispose of the condemned stock in any way after giving due notice to the Bidder once only. NCCF/ITBP at its discretion either allow the Bidder to replace the condemned stock within a specified period or to recover from the Bidder the price thereof together with all incidental and freight charges incurred from place of delivery to the place where the supplies were ultimately condemned. The opinion of NCCF/ ITBP in regard to these charges will be final.
- g) The successful Bidder will have to refund to NCCF/ITBP any claim under the warranty clause and other claim(s) that may arise out or under this agreement as soon as a demand to that effect is made by NCCF/ITBP failing which such claims will be recovered by adjustment of against the performance security deposit. If the security deposit is not sufficient to cover the full amount recoverable, the successful Bidder shall pay the remaining balance due to the NCCF on first demand. The performance security shall be withheld by NCCF till the expiry of the warranty period relating to final supplies.

Gone bad within warranty

- a) During the warranty period, when the stock fails to meet the quality parameters as per DFS, the stock is declared as “**Gone bad within warranty period**”. Such stocks shall be segregated at the supply depot and the Bidder shall lift the stock from locations where they are stored at that time within 30 calendar days of date of issue of notification letter at his own cost, failing which NCCF /ITBP reserves the right to destroy the rejected stock at the cost, risk and consequences of the successful bidder. It shall be sole responsibility of the successful Bidder to lift such stocks which are declared as gone bad within warranty period.
- b) Such stocks which are stored in forward depots/units from where it cannot be retrieved for handing over to the successful bidder, shall be destroyed by the ITBP.
- c) In accordance with the warranty clause, the bidder shall refund cost of quantity gone bad including Sales tax, excise duty and all the incidental charges including transportation charges, if any, paid for the same quantity within 15 calendar days from date of issue of communication letter to the bidder.
- d) This shall be without prejudice to the rights and remedies available to NCCF under the terms and conditions of the contract if awarded and any other rights which are fully reserved.

Delivery process

- a) The successful bidder shall take all necessary steps to commence the packing, assaying, and dispatch of the tendered quantity at the approved rate and complete the delivery to the respective destination latest by date mentioned in award letter or supply order.
- b) The final delivery schedule along with destination will be elaborated in Award Letter or supply order.
- c) The stock must be delivered to designated destinations as per due date in award of contract.
- d) Pulses to be supplied to the ITBP shall be processed in the state-of-the-art successful bidder should ensure that the milling unit where pulses will process must maintain FSSAI Standards norms.
- e) The pulses shall be milled/processed and packed in hygienic conditions following food standards approved by the Government. The factors like clean floor, adequate light and ventilation, protection from fly/rodent/pest/bird proofing, potable water, proper disposal of wastes and safety will be ensured by the bidder.
- f) The successful Bidder shall be required to supply the total quantity of pulses as intimated by the NCCF/ ITBP in supply order within the delivery period stipulated in the said Supply order.
- g) Stocks are required to be dispatched by road transport only upto destination on freight paid basis.
- h) The successful Bidder shall take adequate precautions to prevent damage or deterioration to processed pulses during storage/transportation.
- i) The successful Bidder shall be responsible and liable for any shortage, damages or deterioration to the consignment for delivered supplies in transit if the same is to be carried in their own or contractor’s trucks / lorries to the destination.

Tolerance Clause

- a) At the time of issuing award letter in f/o successful bidder, NCCF reserves the right to increase or decrease the quantity of the required pulses up to 25% limit without any change in the terms and conditions and prices so quoted in this bid.
- b) NCCF may also increase / decrease the order quantity beyond 25% subject to consent of the bidder.

Documentation and payment

- a) NCCF shall raise invoice of the raw pulses to the bidders for the List 1 pulses (**for the buffer stock of NCCF**). The rate of invoice may vary with supply month, location & season and the same shall be communicated to the selected bidder after award of contract or will be mentioned in the DOs issued to the bidders for the raw stock.
- b) Upon successful delivery against each order, bidder shall raise -following invoices to NCCF:
 - i. Invoice of milled pulses (ex-mill) the rate of which shall be (‘weighted average rate at which raw pulses billed by NCCF to miller’ plus cost of milling, handling, transportation, etc as per approved bid less as per CIPHET).

- ii. Above Invoices shall be raised by the miller in f/o NCCF inclusive of applicable GST and other statutory taxes, if any.
- c) The successful bidder shall submit the following documents to the NCCF HO.
 - i. Goods receipt duly signed by ITBP.
 - ii. Details for electronic payment viz. Account holder's name, Bank Name, Branch Name and address, account type, account number, IFSC code
- d) Payment against charges quoted shall be made by NCCF after receipt of payment from ITBP to NCCF after deducting any charges imposed/deducted as penalty by ITBP and/or penalty imposed by NCCF.

EMD and Security Deposit

- a) The bidder must deposit EMD @ 2% of the estimated total contract value before participation in the bidding process. EMD (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to non-fulfillment or not meeting the conditions attached to the bid, shall be returned immediately on closure of bidding.
- b) The successful bidder will have to submit EMD of 12% of the total contract amount to NCCF through NEFT/RTGS to NCCF within 5 bank working days.
- c) The bidder may offer NCCF to retain 2% EMD submitted at time of bid submission and provide additional EMD of 10% of the total contract amount to NCCF through NEFT/RTGS to NCCF.
- d) The EMD must be submitted to NCCF HO in original within 5 Bank working days of acceptance & approval of bid for the contract to the successful bidder.
- e) The Bank Guarantee to be submitted to NCCF HO for the raw pulses from the buffer stock (List 1 Pulses) should be issued from any nationalized/ scheduled Bank which shall remain valid up to the one month extra from date of expiry of warranty period of the milled pulses supplied by the bidder for the concerned order.
- f) Any short fall in quantity demanded will amount to violation of the contract and result in forfeiture of Bank Guarantee/Security Deposit in full, subject to discretion of NCCF.
- g) Release of EMD – EMD shall be released after expiring of warranty period if no quality complaint from ITBP is received.
- h) The security deposit required for lifting raw material shall be in addition to the standard 12 % EMD required under this tender. The security deposit will be released after the successful delivery of the pulses to ITBPF.

Taxes Applicable

All the transactions under this contract shall be subject to applicable taxes as per the governing laws which must be included in the bids submitted by the bidder.

Penalty & LD clauses

- a) Default in supplies either wholly or partly on account of quality or quantity will result in forfeiture of Security Deposit.
- b) Delay in supply will result in penalty of 0.5% per week of contracted value of the unsupplied stock subject to maximum penalty value being not higher than 10% of the value of unsupplied stocks.
- c) In case of non-supply of stocks within the specified time limits as per contract, the NCCF also reserves the right to arrange the unsupplied stock from other alternative sources and recover the difference of cost and all other related charges from the bidder who has defaulted.
- d) In the eventuality of non-supply of stocks, apart from the penalties/risk purchase specified in above, EMD/SD may be forfeited and NCCF may also proceed with blacklisting of the bidder depending on the gravity of the situation.
- e) If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, the NCCF may, without prejudice to other rights of the NCCF resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the right of the Supplier to proceed with any or all of the remaining part under the contract to be performed. In such eventuality NCCF shall forfeit the Security deposit amount submitted by the supplier at the time of bidding without giving any written notice.

- f) If the Supplier fails to deliver the pulses either in full or in part, within the prescribed delivery period, the NCCF shall be entitled at its discretion to take alternate procurement action, at the sole risk and cost of the supplier for the unsupplied portion of the pulses without cancelling the contract in respect of the pulses not yet due for delivery, or to cancel the contract based on progress of work, including pulses not due for delivery, and, if thought fit/necessary, to purchase the pulses at the sole risk and cost of the Supplier. NCCF can source the pulses are completing the supplies either by conducting the milling or BUY auction. The price differential in case of higher cost to Purchaser, if any, shall have to be borne by the defaulting supplier. NCCF may forfeit the EMD/Security deposit by the supplier to recover the risk purchase. In case the EMD/Security amount falls short, NCCF will have the liberty/option to recover the losses/difference from any other dues if any payable to supplier in any other account.

Acceptance of terms and conditions

- a) By submitting the EMD, the bidder confirms that the bidder has read and agrees to all the terms and conditions mentioned in this contract and same are acceptable to them.
- b) The successful bidder shall submit a stamped and signed copy of this document in original along with the Security Deposit to the NCCF HO.

Other Terms & Condition

- a) The bidder will have to undertake the work on their own, they cannot sub-contract to any third party.
- b) The bidder will have no tripartite liability for NCCF in this contract.
- c) The successful bidder to ensure compliance of PF/ESI laws in respect of employees involved in processing of stock. Proof of deposit of PF/ESI is required to be submitted by the successful bidder at the time of submission of invoice to NCCF. NCCF will not be responsible for any non-compliance of PF/ESI laws by the successful bidder.

Interpretation of the clauses in this tender documents

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document, NCCF's interpretation of the clauses shall be final and binding on bidder.

Force Majeure

- a) If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, or any such condition beyond the control of the party, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- b) If operation of such circumstances exceeds three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- c) The party which is unable to fulfil its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case India shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.

Indemnification

- a) The successful bidder shall indemnify NCCF and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Service Provider in respect of the services provided etc., whatsoever.

Damages

If the goods are not delivered within the due date of delivery, the successful bidder shall be liable to pay to NCCF on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue and loss of other benefits to the NCCF. The quantum of such damages will be determined at the sole discretion of NCCF.

General Provisions

- a) **Governing Laws:** This contract will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi.
- b) **Compliance with Laws, Notifications etc:** Supplier confirms that it has entered into this transaction with the full knowledge and understanding of this Contract and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NCCF to the Competent Authority of the Government of India in this regard and that the Supplier has familiarized itself with all the aforesaid and other applicable contracts, arrangements, undertakings, conditions on inspection of the documents with the NCCF.
- c) **Further Assurances:** The parties hereto shall cooperate with each other, both during and after the term of this contract, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this contract.
- d) **Severability:** If any provision of this contract is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- e) **Waiver:** Not a limitation to enforce
 - i. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.
 - ii. Any express or implied waiver by the NCCF of any default shall not constitute a waiver of any other default by the 'Supplier or a waiver of any of the NCCF rights. All original rights and powers of the NCCF under this Contract will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the NCCF, and the NCCF shall not be deemed to have waived any of its rights, or any provision of this Contract, or any notice given hereunder, unless such waiver be provided in writing by NCCF, and any waiver by the NCCF of any breach by the Supplier of the Contract, shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Contract.
- f) **No Assignment:** Neither party may assign or transfer its rights or obligations under this contract without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the contract, without the prior written consent of the party, to the successor entity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this contract shall be binding upon such assignees.
- g) **Right to amend terms and conditions:**
 - i. The Supplier agrees and understands that terms and conditions of the Contract may be modified/amended by the NCCF in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the 'Procuring Society.
 - ii. The NCCF further reserves the right to correct, modify, amend or change all the Schedules attached to this Contract and also Schedules and/or Annexure which are indicated to be tentative at any time or addendum to this contract, if any, executed between the parties.
 - iii. Any amendment as aforesaid shall be carried out in writing.
- h) **Notice:** Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such

notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc. 7 days after the date of mailing.

- i) Entire Contract: This contract together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire contract between the parties relating to the subject matter hereof. This contract supersedes all prior understandings, contracts and documentation relating to such subject matter. No supplement, modification or amendments of this contract shall be binding unless executed in writing by both parties in this contract. In the event of conflict of provisions of the main body of the contract and attached annexure, specification or other materials, this contract shall take precedence

Applicable Law, Jurisdiction and Dispute Resolution:

- a) This document shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India.
- b) All or any disputes arising out or touching upon or in relation to the terms of this contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration by way of a Sole Arbitrator, to be appointed mutually by the parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.
- c) Nothing contained in this clause shall prevent the NCCF from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.

NOTICE OF DISCLAIMER

- a) The information contained in this contract note or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Cooperative Consumers Federation of India Ltd. (NCCF) or any of its employees or officers (referred to as “NCCF Representative”) is provided on the terms and conditions set out in this contract note document and all other terms and conditions subject to which such information is provided.
- b) No part of this contract note and no part of any subsequent correspondence by NCCF, or NCCF Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- c) The contract note document has been prepared solely to assist prospective Applicants in making their decision to get empanelled with NCCF. NCCF does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this contract note is only indicative and neither NCCF, nor NCCF Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to an Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this contract note.
- d) Neither NCCF nor NCCF Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this contract note Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Applicants have to undertake their own studies and provide their bids.
- e) This contract note Documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.

- f) The information and statements made in this contract note document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
- g) The contract note Document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NCCF makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the contract note Document.
- h) NCCF reserves the right to reject all or any of the application submitted in response to this contract note at any stage without assigning any reasons whatsoever.
- i) All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NCCF may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful Applicants will have no claim whatsoever against neither NCCF nor its employees, officers.
- j) NCCF reserves the right to modify, suspend, change or supplements this contract note at any stage. Any change to the contract note will be notified to all the Applicants to whom the contract note is issued.
- k) Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.

PREVENTION OF FRAUD AND CORRUPTION

- a) The Supplier shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NCCF. Supplier agree and undertake to observe the principles/ provisions as laid down in “Holiday Listing Policy” of NCCF during their participation in the tender process, during the execution of contract and in any other transaction with NCCF.
- b) The Supplier shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NCCF’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- c) The Supplier shall not enter with other supplier into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- d) The Supplier shall not commit or allow any employees of NCCF to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Supplier will not use improperly or allow any employee(s) of NCCF, for purposes of competition or personal gain, or pass onto others, any information or document provided by NCCF as per of the business relationship, including information contained or transmitted electronically.
- e) The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- f) The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NCCF of same without any delay.

Holiday Listing

NCCF’s policy for Holiday-Listing, which is available on the website of NCCF must be acceptable to the bidders. Notwithstanding anything contained in this Agreement, NCCF’s Policy of Holiday Listing is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under this tender/Agreement or otherwise, come(s) within the ambit of the said policy, NCCF at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force

Integrity Pact

The bidder/supplier shall have to enter into an Integrity Pact with NCCF as per the attached format.

Note: The signed tender documents, along with all the required supporting documents, shall be submitted by the applicants. Annexure A (Technical Bid) and Annexure B (Financial Bid), along with the necessary documents, must be duly filled, signed, and stamped by the applicant.

For any queries related to tender document, you may contact (between 10 : 30 AM to 5 PM)

1. Avinash Kumar : +91-7004845681
2. Deepak Singh Negi : +91-9818939498

Annexure A (Technical Bid)

Sl.No	Name of the Firm	Input from Firm	If supporting Documents are attached mention the page Nos
1	Registered Address		
2	Name of Nodal Officer		
3	Company profile with details of infrastructure (mills, logistics, etc.)		
4	Contact Number of the Nodal Officer		
5	Email Address of the Nodal Officer		
6	CA certified Turnover certificates (FY 2022-23, 2023-24 & 2024-2025).		
7	Copy of valid PAN, GST registration, FSSAI license		
8	Copies of atleast one year past supply orders to defence, paramilitary forces.		
9	Affidavit of non-blacklisting, notarised on stamp paper.		
10	PAN		
11	GST		
12	FSSAI License		
13	Undertaking on company letterhead agreeing to full compliance with DFS norms and ITBP packaging labelling standards		
14	Undertaking of having hygienic processing units complying with DFS.		
15	Declaration that employees handling pulses are vaccinated and free from communicable diseases.		
16	Any other documents which are relevant to evidence the eligibility criteria		

I hereby declare that I have read and understood the tender document and have completed this annexure accordingly.

Signature and Seal of the applicant.

Annexure B (Financial Bid)

1) List of Items Required (All as per DFS Specifications) to lift the raw material for the below pulses which are available in NCCF buffer stock:

LIST 1(Financial Bid 1)					
S.N	Name of Pulses	NCCF Warehouse	Total Qty in Kg	Bid Qty in Kg	Bid in Rs/Kg
1	Dal Arhar	Auto Oil Cake Industries Godown No. 2 Ahmedabad	59900		
2	Dal Chana	GSWC Junagadh Godown, Ahmedabad	89700		
3	Dal Urd Whole	CWC Khiriya Mishr Lalitpur Uttar Pradesh	49900		
4	Dal Urd Chilka	CWC Khiriya Mishr Lalitpur Uttar Pradesh	49900		
5	Dal Moong Whole	118- Shree Krishna Warehouse Muhal Nasrullaganj MP	49900		
6	Dal Malka	Shiv Warehouse -III Pawai Panna MP	49900		
7	Dal Masoor Whole	Shiv Warehouse -III Pawai Panna MP	49900		
8	Kala Chana	GSWC Junagadh Godown, Ahmedabad	45000		
		Total	444100		

2) List of Items Required (All as per DFS Specifications) to lift from Open Market are given below:

LIST 2(Financial Bid 2)				
S.N	Name of Pulses	Total Qty in Kg	Bid Qty in Kg	Bid in Rs per Kg
1	Kabli Chana	45000		
2	Rajma Chitra	40000		
	Total	85000		

In case the required quality of raw pulses is not available in the buffer stock (as listed in List 1), suppliers may still expect to complete the delivery within the stipulated timeframe by procuring good quality raw material from the open market.

Proof of EMD @ 2% of total contract value must be attached with the bid.

Bank Name	UTR NO	Date	Amount

I hereby declare that I have read and understood the tender document and have completed this annexure accordingly.

Signature and Seal of the applicant.

Annexure 1

1) List of Items Required (All as per DFS Specifications) to lift the raw material for the below pulses which are available in NCCF buffer stock:

LIST 1			
S.N	Name of Pulses	NCCF Warehouse	Qty (Qtls)
1	Dal Arhar	Auto Oil Cake Industries Godown No. 2 Ahmedabad	599
2	Dal Chana	GSWC Junagadh Godown, Ahmedabad	897
3	Dal Urd Whole	CWC Khiriya Mishr Lalitpur Uttar Pradesh	499
4	Dal Urd Chilka	CWC Khiriya Mishr Lalitpur Uttar Pradesh	499
5	Dal Moong Whole	118- Shree Krishna Warehouse Muhal Nasrullaganj MP	499
6	Dal Malka	Shiv Warehouse -III Pawai Panna MP	499
7	Dal Masoor Whole	Shiv Warehouse -III Pawai Panna MP	499
8	Kala Chana	GSWC Junagadh Godown, Ahmedabad	450
			4441

2) List of Items Required (All as per DFS Specifications) to lift from Open Market are given below:

LIST 2		
S.N	Name of Pulses	Qty (Qtls)
1	Kabli Chana	450
2	Rajma Chitra	400
		850

In case the required quality of raw pulses is not available in the buffer stock (as listed in List 1), suppliers may still expected to complete the delivery within the stipulated timeframe by procuring good quality raw material from the open market.