**BSNS-13011/12/2025-C1/2/Bharat Atta/P-4** **Dated:03.09.2026**

NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LIMITED (NCCF)

**3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016**

**Website: www.nccfindia.com**

**NCCF INVITES APPLICATION FROM MILLERS OF WHEAT FOR PROCESSING, PACKING AND TRANSPORTATION OF BHARAT ATTA through Agribazaar UNDER BHARAT BRAND PHASE IV** (www.agribazaar.com)

| Particulars | Date |
|---|---|
| Last date of empanelment/Documents submission of millers | 24.09.2026 |

## AUCTION SCHEDULE

| Date | Auction Time | Extension |
|---|---|---|
| **25.09.2026** | To be informed through auction notice. | 3 extensions of 5 minute each in round 1 |

**Mode of Tender Submission: Through e-Auction / Online Bidding at Agribazaar portal (www.agribazaar.com]**

**Note 2: Millers who have already registered on the Star Agribazaar portal for the tender floated by NCCF for registration as Millers under *Bharat Brand Phase–III* and whose registration has been completed are not required to register again. Such Millers may directly participate in the upcoming e-auction.**

**For Registration Visit: https://www.agribazaar.com/**

**Send Documents on:** nccf.registration@agribazaar.com for registration.

## TENDER NOTICE

NCCF invites Tender from the Bidders/ Processors through Star Agribazaar Technology Pvt Ltd (www.agribazaar.com) for processing/ milling, packing and transportation of Atta in 5kg & 10 kg packets at various locations within the stipulated time period.

The Bidder must ensure that their bid, accompanied with necessary documents, EMD, etc. is submitted on or before the specified last date and time for tender, as mentioned in the tender notice.

Participating Bidders are required to thoroughly review the contract note, sign it electronically or physically, and submit it to the Agribazaar prior to engaging in the auction session. Only those bidders who have submitted the duly signed copy of the contract note shall be permitted to participate.

### TENDER SUMMARY:

| | | |
|---|---|---|
| **Commodity** | | Bharat Atta |
| Minimum Bid Quantity | | 500 MT |
| Maximum Bid Quantity | | 7500 MT |
| **Auction Date and Time** | | As mentioned in Auction Notice |
| **Bid Validity** | | All bids shall remain valid till 30.06.2027. NCCF at its discretion may extended the validity period; bidders shall not withdraw their bids during the validity period |
| Turnover | Average Annual Turnover in last 2 FY (Cr) | Minimum 10.00 Cr |
| | Average Annual Turnover in last 2 FY (Cr)For North East, J&K | Minimum 2.00 Cr |
| | Average Annual Turnover in last 2 FY (Cr) for PACS/Cooperative Societies | Minimum 2.00 Cr |
| Mill Capacity | Milling Capacity (MT/day) | Minimum 25.00 MT |
| | Milling Capacity (MT/day) for North Eastern States, J&K and Ladakh | Minimum 10.00 MT |
| | Milling Capacity (MT/day) for PACS /Cooperative Societies | Minimum 10.00 MT |
| | Security Deposit at Concerned branch before work allocation | Rs 2 per Kg |
| **Pack size** | | 10 Kg and 5 Kg in consumer Pack |
| **Delivery location** | | Any location in the respective state /UT. |
| **Raw material** | | FCI Warehouses |
| **EMD** | | Rs.500/MT |

## A. NAME OF WORK:

Milling/processing Wheat into Bharat Atta as per FSSAI (standard grade) specification and packing, transportation up to distributor for further distribution.

## B. SCOPE OF WORK:

1. Milling of raw wheat into *Bharat Atta* strictly conforming to FSSAI specifications and Government of India norms.
2. Processing includes cleaning, de-stoning, grinding, sieving, packing, and loading/unloading, transportation, and insurance.
3. The processed Bharat Atta shall be packed in 5 Kg, 10 Kg, weight HDPE/PP woven laminated food-grade bags with inner liner of approved GSM and quality.
4. Each bag shall display Brand name "Bharat Atta" in Devanagari and English, NCCF & Jagriti logo, Net weight, batch/lot number, month/year of packing, FSSAI license number, Nutritional information, storage instructions, "Best Before" date, QR code generated from NCCF Track & Trace portal, enabling full traceability from lifting to delivery.
5. Bids shall be submitted on FOR (Free on Road) basis, covering all costs of milling, packing, handling, transportation, insurance, and incidental expenses, excluding GST.
6. GST must be quoted separately and reimbursed as per applicable law.
7. Wheat shall be released against 100% advance payment for the raw material value as per Release Order (RO). The successful bidder must remit the advance via RTGS/NEFT to the designated NCCF account before lifting. The advance shall be adjusted against final payments after NCCF accepts the supplied finished goods and receives all required documents (delivery challans, NABL reports, Track & Trace entries). Failure to remit advance by the stipulated time may result in cancellation of allocation and forfeiture of EMD.
8. The successful bidder shall lift raw wheat from designated FCI warehouses within the prescribed time as per Release Orders (ROs) issued by FCI.
9. The bidder shall bear all costs of handling, loading, unloading, weighment, transportation, and transit insurance of wheat and finished Atta up to the designated delivery points.
10. Any delay or non-lifting shall make the bidder liable for godown rent, demurrage, penalties, or reallocation at their risk and cost.
11. NCCF may appoint a NABL-accredited testing agency/assayer for random sampling at the mill, during transit, or at the delivery point. The cost shall be borne by the bidder.
12. The bidder shall obtain a quality certificate from NABL-accredited labs before each dispatch and submit it with delivery documents.
13. Bharat Atta must have a minimum shelf life of three (3) months from date of packing. Any stock found unfit during the shelf-life period shall be replaced by the bidder within 72 hours of notification. Warranty obligations survive completion of supply until expiry of shelf life.
14. The bidder shall be fully responsible for ensuring safe, compliant, and quality supplies.
15. Any failure, adulteration, or quality lapse shall make the bidder liable for replacement, penalties, blacklisting, and indemnification of NCCF against consumer claims, regulatory penalties, or financial losses.

16. Any defective/torn bags shall be rejected and replaced immediately by the bidder at their own cost.
17. No outsourcing or subletting of milling, packing, or branding is permitted. All processing and packing must be done at NCCF-registered mills owned/leased by the bidder and declared in Annexure III. Any breach is ground for termination and forfeiture.
18. All expenses relating to milling, handling, transportation, packing material, and insurance shall be borne by the bidder.
19. Bidders must ensure traceability and transparency by real-time updating of all activities on the NCCF Track & Trace Portal.
20. The OTR of Bharat Atta will be 100%.

## C. EARNEST MONEY DEPOSIT EMD:

1. The EMD shall be as per the below details: - All the Participant bidder to pay an EMD of Rs.500/MT into their Agribazaar escrow account. Bidders will have to pay EMD online through www.agribazaar.com before posting their bids for the auction
2. EMD will be dynamic in nature and will be dependent of the quantity of milled product for which the bids are placed by the bidder.
3. EMD of all the millers, other than L1 miller and millers who have agreed to match L1 price, shall be refunded after auction completion.
4. In the event the auction is rejected by the NCCF, EMD of L1 miller and millers who have agreed to match L1 price shall be refunded after rejection of auction by NCCF.
5. EMD by the bidder shall carry no interest.
6. A security deposit of Rs 2 per kg shall be deposited against the allocated quantity by the Miller. This security deposit, along with the cost of the raw material, shall be paid at the time of placing the request for the indent. The Security Deposit may be furnished either in cash/RTGS/NEFT or in the form of a Bank Guarantee from a Scheduled Commercial Bank, valid for at least 3 months beyond contract period.
7. EMD/SD for successful bidders will be released after (i) completion of supply of allocated quantity to NCCF's satisfaction, (ii) submission of No-Dues/Compliance Certificate (Annexure VI), and (iii) clearance of all penalties/claims. EMD by the bidder shall carry no interest and shall be returned to the bidder.
8. The EMD/SD shall be liable to forfeiture, in part or full, in case of withdrawal of bid during validity, Failure to deposit cost of raw material or security within stipulated time, Failure to deliver finished product within schedule, Supply of sub-standard quality leading to rejection, Violation of tender terms or Track & Trace non-compliance, Termination/blacklisting due to default.
9. Account Details for Depositing EMD :) Escrow Account of the Portal Partner

| | |
|---|---|
| NAME OF THE BENEFICIARY | Star Agribazaar Technology Pvt Limited |
| ACCOUNT NUMBER | PIDFCA000000XXXXX |
| NAME OF BANK | IDFC Bank |
| ADDRESS OF THE BANK | Bandra East, Mumbai |
| IFSC CODE | IDFB0040101 |

10. Security Amount will be deposited in the respective NCCF branch before work allocation.

## D. LIFTING OF WHEAT:

1. The successful bidder shall lift raw wheat stocks from designated FCI warehouses as per Release Orders (ROs). The lifted wheat shall be processed exclusively into Bharat Atta under this contract.
2. Wheat must be lifted strictly as per schedule provided by NCCF. Any delay shall make the bidder liable for godown rent, demurrage, penalties, or reallocation at bidder's risk and cost.
3. Wheat shall be released against 100% advance payment for the raw material value as per Release Order (RO). The successful bidder must remit the advance via RTGS/NEFT to the designated NCCF account before lifting. The advance shall be adjusted against final payments after NCCF accepts the supplied finished goods and receives all required documents (delivery
4. challans, NABL reports, Track & Trace entries). Failure to remit advance by the stipulated time may result in cancellation of allocation and forfeiture of EMD.
5. The bidder shall upload real-time details on the NCCF Track & Trace Portal, including RO details, weighment slips, geo-tagged truck photos, and dispatch information.
6. A QR code generated by the Track & Trace Portal shall be printed on every retail pack of Bharat Atta for full traceability.
7. The bidder shall bear all costs of transportation, loading, unloading, weighment, stacking, and transit insurance from FCI warehouse - mill - designated delivery depots.
8. The advance paid for raw wheat shall be adjusted/released only after successful supply of finished goods, subject to submission of all delivery proofs, lab reports, and Track & Trace compliance.
9. Supplies for retail must be in 5 Kg and 10 Kg packs. Bulk institutional supplies, if any, may be in 30 Kg packs, as directed by NCCF/DFPD in writing.
10. Branding must display "Bharat Atta" in Devanagari and English, with NCCF and Jagriti logo, as per NCCF-approved artwork.
11. For institutional supplies, special packaging (e.g., customized printing or size) shall be provided by the bidder only upon written instructions from NCCF.
12. The cost of raw material shall be Rs. 2365 per quintal (upto 30.06.2027) or as revised by NCCF/GoI from time to time

## E. QUALITY PARAMETERS

1. Each consignment of processed Atta must be accompanied by a NABL-accredited laboratory test report and a physical sample submitted 2 days prior to dispatch to the respective NCCF branch.
2. Bharat Atta must strictly conform to FSSAI standards for wheat flour/atta under the Food Safety & Standards Act, 2006. Only compliant supplies will be accepted.
3. NCCF/authorized officials may inspect milling operations, storage, and transportation at any time.
4. Atta must be packed in new HDPE/PP laminated food-grade bags with inner liner, free from contamination, insects, fungus, or mould.
5. The bidder shall retain a sealed counter-sample from every truckload, labeled with Truck No., RO No., and Batch No., for a minimum of 3 months for verification.
6. Bharat Atta must have a minimum shelf life of 3 months from date of packing, during which it must remain safe, fresh, and fit for human consumption without deterioration in taste, quality,

or nutritional content.

7. NCCF may, at its discretion, get samples tested at any NABL-accredited laboratory at bidder's cost. Any consignment failing specifications shall be rejected and replaced within 72 hours at bidder's cost.
8. If two or more consignments fail quality tests during the contract period, NCCF may terminate the contract, forfeit deposits, blacklist the bidder, and reallocate balance quantity at bidder's risk and cost.
9. Upon delivery, stocks may be inspected at depots by NCCF/client officials. Any consignment rejected for non-conformance must be replaced by the bidder within 72 hours (three calendar days) of receipt of written intimation from NCCF or depot. If the bidder fails to replace within 72 hours, NCCF may procure replacement from alternate sources at bidder's risk & cost and recover penalties.
10. The bidder shall indemnify NCCF against any regulatory penalties, consumer claims, or damages arising due to supply of unsafe, adulterated, or substandard Atta.

## F. PACKING & PRINTING

1. The successful bidder shall supply Bharat Atta strictly as per FSSAI (standard grade) specifications and in accordance with this tender document.
2. Bharat Atta shall be packed in 5 Kg and 10 Kg net weight packs (and 30 Kg bulk packs for institutional supplies if directed), in HDPE/PP woven laminated food-grade bags with inner liner.
3. Each bag shall mandatorily carry the following information, in compliance with FSSAI & Legal Metrology Rules "Bharat Atta" in Devanagari and English, NCCF & Jagriti logo, Net weight (5 Kg/10 Kg/30 Kg as applicable), Batch/lot number, manufacturing code, and mill name/address
, Month & year of packing, Best Before date (minimum 3 months), Nutritional information & storage instructions, FSSAI License No. of the milling unit, QR code generated from NCCF Track & Trace Portal, ensuring traceability.
4. The bags must be tamper-proof, durable, non-toxic, and resistant to wear and tear during handling, storage, and transportation.
5. Bags shall not be hooked under any circumstances. Any torn/damaged packets shall not be acknowledged by NCCF/distributors and must be immediately replaced by the bidder at their own cost.
6. Packaging material shall be the sole responsibility of the bidder. Any substandard/defective bags will be rejected outright.
7. Milling, packing, and branding shall only be carried out in NCCF-registered mills. No subcontracting/third-party packing is permitted.
8. The successful bidder shall indemnify NCCF against any consumer claims, penalties, or regulatory actions arising due to non-compliance with Food Safety Act, Legal Metrology Rules, or Packaging Waste Rules.

## G. ASSAYING & TESTING

1. The bidder must obtain a quality certificate from a NABL-accredited laboratory for every lot before dispatch. Bidder must submit a laboratory report from a NABL-accredited lab prior to

dispatch. Where lab timelines prevent pre-dispatch issuance, bidder must upload internal QC certificate and courier physical sample; final acceptance subject to subsequent NABL confirmation. Any rejection after NABL confirmation will be dealt with under Replacement clause.

2. The bidder shall retain a sealed counter-sample from each truckload, properly labeled with Truck No., RO No., Batch No., and OTR No., for a minimum period of 3 months for reference/testing in case of disputes.

3. NCCF or its institutional clients may appoint an independent assayer/quality inspector at the mill or depot. All expenses shall be borne by the bidder.

4. The quality of Bharat Atta shall be evaluated strictly against FSSAI standards.

5. Any consignment rejected for non-conformance must be replaced by the bidder within 72 hours (three calendar days) of receipt of written intimation from NCCF or depot. If the bidder fails to replace within 72 hours, NCCF may procure replacement from alternate sources at bidder's risk & cost and recover penalties. If two or more failures occur, NCCF may terminate the contract, forfeit EMD/SD, blacklist the bidder, and reallocate balance quantity at bidder's risk and cost.

6. Upon arrival at depots, stocks may be inspected by any representative of NCCF/. If rejected, replacement must be made within 3 calendar days of intimation.

7. Failure to replace within the prescribed time shall entitle NCCF to procure from alternate sources at the risk and cost of the bidder, without prejudice to penalties and blacklisting provisions.

## H. DELIVERY

1. Upon issuance of the Release Order (RO) by FCI/NCCF, the successful bidder shall commence lifting immediately. Delay in lifting shall make the bidder liable for godown rent, demurrage, penalties, and damages, recoverable from their bills/security deposit.

2. Lifting shall commence within 5 days of issuance of Release Order from NCCF. The first consignment must be delivered within 7 days of Supply Order; subsequent deliveries to follow phased schedule. Non-adherence shall attract penalties and/or risk-and-cost procurement from alternate sources.

3. Delivery at depots shall be accepted only after quality and quantity verification as per FSSAI standards and tender specifications. Trucks shall be unloaded only upon clearance from NCCF/authorized assayers. Acknowledgement will be issued only for conforming stock; rejected stock must be replaced by the bidder within 72 hours at their own cost.

4. The bidder shall ensure supply of safe, undamaged, and unadulterated Bharat Atta up to designated depots. Any loss, deterioration, infestation, or damage in transit or storage at miller's custody shall be the sole responsibility of the bidder.

5. The bidder may engage their own transporter/agent; however, all vehicles must be GPS-enabled and integrated with NCCF's Track & Trace portal. Geo-tagged photographs of loaded trucks must be uploaded before dispatch.

6. NCCF reserves the right to reallocate supplies across states/regions based on operational requirements. The bidder shall comply without additional claims, subject to reasonable logistical adjustment.

7. Delivery will be deemed complete only upon acknowledgement of stock by depot officials, Submission of delivery challans, weighbridge slips, NABL test reports, and Track & Trace entries, Clearance of penalties/damages, if any.

## I. LIGIBILITY:

1. The bidder must be a registered wheat flour miller with the portal/NCCF/approved portal at the time of bidding. Must hold valid PAN, GSTIN, FSSAI license, and other statutory registrations.

2. Minimum average turnover of Rs 10 crores in the last 2 audited financial years ending FY 2024-25, 2025-26.

3. For bidders from J&K, Ladakh, North Eastern States, minimum average turnover must be Rs 2 crores in last FY 2024-25, 2025-26.

4. For PACS/Cooperatives minimum average turnover must be at least Rs 2 crores in the last FY 2024-25, 2025-26.

5. In case the applicant does not have the 2025-26 Audited Balance Sheet, a provisional balance sheet 25-26 duly certified by a Chartered Accountant shall be provided.

6. The audited balance sheet 25-26 shall be provided within one month

7. Proof: Audited balance sheets/CA certificate. Misrepresentation will lead to forfeiture of EMD and blacklisting.

8. Valid FSSAI License for milling, grinding, and packing of Atta. In case of leased mills, FSSAI license of leased unit and registered lease agreement must be submitted. Must possess a valid manufacturing/industrial license specific to wheat milling. Compliance with Legal Metrology, and Food Safety Laws is mandatory.

9. The bidder must own or lease/Notorized a functional flour mill with a minimum capacity of 25 MT per day. For units located in Jammu & Kashmir, Ladakh, and the North-Eastern States, the minimum capacity requirement shall be 10 MT per day, while for PACS/Cooperatives, the minimum capacity shall be 10 MT per day. The mill must be equipped with modern grinding, sieving, fortification, and packing machinery. Proof of operations such as electricity bills, GST e-

way bills, or production records must be submitted along with the bid. Outsourcing of milling or packing activities is strictly prohibited.

10. The mill must be integrated with NCCF Track & Trace Portal. Must ensure real-time data entry, QR code printing on packs, and GPS-enabled logistics, adequate storage and handling infrastructure is required.

11. Bidder must not have been blacklisted by any PSU/State/Central Govt. at any time. Bidder must not be involved in ongoing litigation/arbitration with NCCF. Must provide a self-declaration (Annexure II) confirming compliance with eligibility and legal obligations.

12. Bid must remain valid till 30.06.2027 months, extendable at NCCF's discretion.

13. Successful bidder must sign agreement with the concerned NCCF Branch after successful field inspection and approval of the Competent Authority.

14. Cancelled cheque required

15. The interested millers will have to share the eligibility documents (Signed and Stamped scan copies of all the KYC/eligibility Documents) via email to nccf.registration@agribazaar.com latest by 24.09.2026.

## J. INVOICING AND PAYMENT

1. The bidder shall raise a GST-compliant Tax Invoice in the name of the concerned NCCF Branch immediately after successful supply of Bharat Atta.

2. The bidder shall raise the invoice for milling charges based on 100% of the lifted quantity of Raw Quantity (Wheat).

3. Invoice must clearly show Work Order / Release Order number & date, Name & address of miller and recipient branch with GSTIN, HSN Code of Wheat Flour / Atta, Quantity supplied (MT), Net weight (5/10/30 Kg packs), Milling rate, GST rate & amount separately shown, Invoice Reference Number (IRN) & QR code generated under GST e-Invoice system (if applicable), Transport details (LR No., Vehicle No., Dispatch Date)

4. Each invoice must be accompanied by Acknowledged delivery challans signed & stamped by depot/distributor, Weighbridge slips for each truckload, NABL-accredited laboratory test report for the lot supplied, Track & Trace Portal proof – QR code entry & consignment data, copy of e-way bill as per GST Act (where applicable), Transit insurance certificate up to delivery point, any other statutory documents required under GST/Legal Metrology laws.

5. Payment for each dispatch (pro rata) shall be released within 30 working days on receipt of complete invoice and documents for that dispatch, subject to quality acceptance. Final/remaining payments and release of SD will be processed only after completion of full allocated supply and clearance of all dues/penalties.

6. The bidder shall ensure timely filing of GST returns (GSTR-1 & GSTR-3B) and proper

reflection of invoices in NCCF's GSTR-2B for ITC claim. In case NCCF is unable to claim Input Tax Credit (ITC) due to reasons attributable to the bidder (such as non-filing of returns, incorrect invoice, mismatch in GST portal, cancellation of GST registration), the equivalent payment shall be withheld until compliance is rectified.

7. Any interest/penalty levied by GST authorities on NCCF due to bidder's non-compliance shall be recovered from bidder's bills/security deposit.

8. NCCF reserves the right to deduct/recover penalties, demurrage, or other contractual dues from the bidder's invoices. Statutory deductions such as TDS/TCS under GST/Income Tax Act shall be made at applicable rates.

9. Final payment shall be released only after completion of supply of full allocated quantity, Settlement of all penalties/claims, Verification of GST ITC eligibility by NCCF, Submission of No Dues/Compliance Certificate by the bidder.

## K. PENALTY CLAUSES:

1. All penalties shall be enforced as per Annexure VIII — Penalty Matrix.

## L. WARRANTY

1. Bharat Atta must have a minimum shelf life of three (3) months from date of packing. Any stock found unfit during the shelf-life period shall be replaced by the bidder within 72 hours of notification. Warranty obligations survive completion of supply until expiry of shelf life.
2. If any consignment is found adulterated, unsafe, or non-conforming to quality parameters within the warranty period, any consignment rejected for non-conformance must be replaced by the bidder within 72 hours (three calendar days) of receipt of written intimation from NCCF or depot. If the bidder fails to replace within 72 hours, NCCF may procure replacement from alternate sources at bidder's risk & cost and recover penalties.
3. The bidder shall indemnify NCCF against any regulatory penalties, legal claims, consumer complaints, or financial losses arising out of supply of sub-standard, unsafe, or non-compliant Atta.
4. Warranty obligations shall survive the completion of contract and remain enforceable until the expiry of the shelf life of supplies.

## M. RESOLUTION OF DISPUTE

1. If any dispute(s), controversy, difference(s) or claim(s) of any kind or nature whatsoever arises between the parties hereto out of or in connection with the construction, interpretation, effect and implication of any provision of this tender or any contract entered into pursuant to this tender and/ or the performance of any obligations whatsoever under this Tender, including the rights or liabilities of the parties, or any claim or demand of any party or any question regarding its existence, validity or termination arising out of or in connection with this Tender/contract ("**Dispute**"), the Parties shall use all reasonable endeavors to resolve the matter amicably. A notice notifying such dispute ("**Dispute Notice**") shall be issued by either Party

containing the description of the claim/ dispute/ difference and the grounds for the same. Both the parties promptly, mutually and in good faith, shall endeavor and make all efforts to amicably settle the dispute within 30 days of the receipt of the Dispute Notice by the other party.

2. If the Parties fail to reach an amicable resolution of the dispute within a period of thirty (30) days from the Date of receipt of the Dispute Notice, either Party to the Dispute may thereafter within 30 days, issue a notice invoking arbitration ("Arbitration Notice"), to the other party in writing. The Dispute shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendment/ modification thereof. The dispute shall be referred to a tribunal consisting of three (03) arbitrators. Each Party shall nominate one (01) arbitrator of its choice, and both the nominated arbitrators shall appoint the third arbitrator, who shall act as a Presiding Arbitrator. The contract entered upon pursuant to this tender shall be governed by the Laws of India currently in force. The arbitration proceedings shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the rules made thereunder. The arbitration proceedings shall be held in the English language, and the venue and seat of the arbitration shall be at New Delhi. Subject to the arbitration mechanism, the courts at New Delhi shall have the exclusive jurisdiction over any disputes relating to the subject matter of this tender.

3. The arbitrators shall have the power to grant any legal or equitable remedy or relief available under Law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.

4. Any award of the arbitral tribunal, as the case may be, pursuant to this arbitration clause shall be in writing and shall be final, conclusive, and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

5. During the course of any arbitration under this clause except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Contract entered pursuant to this tender.

6. Nothing contained in this Clause shall prevent the NCCF from seeking interim injunctive relief against the Bidders or any other parties connected and past due amounts in the courts having necessary jurisdiction over the other Party.

## N. FORCE MAJEURE

1. Force Majeure means any event or combination of events or circumstances beyond the control of the Parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the Parties to perform obligations under this Agreement, which shall include but not be limited to:

a. Acts of God, such as earthquake, flood, landslide, epidemic, pandemic, drought, hailstorm, cyclones, high variation in temperature;

b. Explosions or accidents, air crashes and shipwrecks, act of terrorism;

c. Strikes or lock outs, industrial dispute;

d. War and hostilities of war, riots, bandh, act of terrorism or civil commotion;

e. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;

f. Any event or circumstances analogous to the foregoing.

2. If the performance of any party to the Tender is prevented, restricted, delayed or interfered by reason as mentioned aforesaid, including riots, civil commotion, hostilities between nations, fire, explosion, cyclone, storms, flood, war, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority, strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to such events, provided that the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost diligence.

3. If operation of such circumstances exceeds three (03) 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.

4. The Party which is unable to fulfil its obligations under the present tender must within 07 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract entered pursuant to this tender. Certificates issued by the competent authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse for the successful Bidder for not performing their obligation under the contract entered pursuant to this tender.

## O. NCCF BUSINESS GUIDELINES:

NCCF's Business Guidelines which are available on the website of NCCF must be acceptable to the Bidders. Notwithstanding anything contained in this tender document, the NCCF Business Guidelines are mutatis mutandis applicable to this tender, and in the event, the agency (s) while discharging its obligations under the contract entered pursuant to this tender or otherwise, come(s) in conflict with the provisions 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.

## P. EVALUATION & ALLOCATION:

1. Provisional allotment is based on the lowest quoted price discovered in the Price Discovery stage.

2. If two or more bidders quote the same lowest price, priority shall be given to the bidder who submitted that price earlier during the auction. (If still unresolved, allocation may be proportionate to their quoted quantities or by random lot — NCCF decision shall be final.)

3. NCCF reserves the right to distribute quantities among L1, L2 and L3 bidders provided they accept the L1-discovered rate and meet eligibility criteria. NCCF may call for post-auction negotiations to finalize rates and allocations.

4. Provisionally allotted bidders must, within 3 working days of provisional allotment notification, confirm acceptance and furnish the SD and required documents. Failure to comply will result in cancellation of provisional allotment and forfeiture of EMD.

## Q. BIDDING:

1. The bidder must bid for the cost of handling, packing, and transportation (including/unloading) charges and any other charge required to bring final finished product to the desired location of NCCF OTR to be fixed at 100% for Atta i.e. 100% final product to be received on milling post conversion of 100% Wheat. Bidder to raise job work invoice of raw material processed. Bidders must ensure all GST/Tax compliances are complied with.

2. FOR rate for a State shall be calculated as the Avg. of the rates for supply to all the districts of respective state.

3. NCCF has the discretion to distribute the total tendered quantity of materials to the L1, L2 and L3 bidder, provided that they accept the lowest rates and meet the eligibility criteria. In the event of unsatisfactory performance / supplies /and violation of other terms & conditions of the tender by the miller, the management reserves the right, *inter alia*, to offer the tendered quantity to any other miller subject to acceptance of lowest/negotiated rate.

4. NCCF shall reserve the right to negotiate/call the best rates with Miller's post auction to meet the criteria of lowest eligible bid.

## R. TERMS & CONDITIONS:

1. NCCF may terminate the empanelment of a Bidder if they have competed against NCCF in any bid either individually, as a partner or in a joint venture.

2. After submission of the bid, if the bidder quits, the EMD shall be forfeited.

3. Any bidder involved in any legal dispute with any NCCF Branch will not be permitted to participate and in an eventuality, if such bidder bids and participates, such participation shall not be considered for the purpose of awarding tender.

4. NCCF shall be at liberty to postpone /cancel the tender and accept or reject any bid without assigning any reason thereof.

5. A conditional bid shall not be considered.

6. NCCF reserves the right to accept or reject any or all the bids without assigning any reason thereof.

7. The Bidder certifies that he/she has read all the terms & conditions of the contract note carefully and the same are acceptable.

8. The bidder certifies that all the information furnished is correct and true. If information is found to be incorrect/untrue, NCCF reserves the right to terminate their contract and forfeit their payment / blacklist them without giving any notice

9. All terms and conditions issued by Department of Food and Public Distribution (DFPD) and National Cooperative Consumers' Federation of India Limited shall be followed.

## S. Bidding Process:

The Bidding process shall comprise two stages:

1st Stage (Price Discovery Session)

2nd Stage (L1-BidMatching Session)

1. The auctions will be scheduled on 25.09.2026 Time will be communicated through auction notice)

2. The auction will be held for 2 bidding parameters – milling charges and milling quantity

3. Milling charges – milling charges (in Rs. Per qtl of raw material quantity) include all the cost to be incurred by the miller towards lifting & handling of raw material, milling & processing, packaging as per NCCF's standard, transportation of milled product to NCCF designation delivery centers excluding GST.

4. Milling quantity in MT shall be the quantity of the milled product to be delivered by the miller against the contract

5. Auctions will be held in 3 rounds

5.1 Round 1: bidding round which will be held for a period of 30 mins including 3 auto extensions of 5 mins each in the event of any changes in L1 bid in last 3 minutes of the auction round.

5.2 Round 2: Matching round during which all bidder other than L1 bidder are given an opportunity to match the L1 pricing.

5.3 Round 3: Counteroffer round during which NCCF may evaluate the bids and opts to give a counteroffer to all the bidders, if required.

5.4 After round 2, NCCF committee shall evaluate the bids and will have option to accept/ reject the bids or give counteroffer to the L1 miller as well as all the millers who have matched the L1 price.

5.5 NCCF constituted committee shall give final verdict on counteroffer, auction approval or auction rejection for each auction.

**T. Selection of millers**

Millers with L1 bid shall be declared as the successful miller. In the event, L1 bid of 2 or more millers is same, successful miller shall be selected on PQT basis. As per PQT, in case price of 2 or more millers is same, the miller with higher quantity shall be declared as L1 miller. In the event, for 2 or more millers, the L1 price & quantity are same, the miller who has quoted first will be declared as L1 miller. Subsequently, L2 & L3 millers shall be declared for each auction

**U. Award of work and purchase orders to appointed millers**

1. NCCF/ portal partner will issue award letter to the selected millers with details on order quantity, raw material earmarked, delivery timelines, packaging details, quality parameters, etc.

2. Upon receipt of confirmed orders from the distributers, organized retail outlets, e-Commerce or NCCF branches (for vans), confirmed orders shall be placed by respective branches of NCCF to the millers.

3. First priority will be given to L1 miller followed by L2 & L3 millers respectively. However, NCCF may award the quantity at its sole discretion without giving any reason.

4. Confirmed order will have details on order qty, pack sizes, delivery address, delivery timelines, etc.

**Contact Details of NCCF/Agribazaar for General Query (During the Auction & Bidding)**

| **Name** | **Contact Number (10:00 AM to 05:30 PM) Monday to Friday** | **Region** |
|---|---|---|
| Mr. Avinash Kumar (NCCF) | 7004845681 | Pan India |
| Mr. Deepak Singh Negi (NCCF) | 9818939498 | Pan India |
| Mr Harish Kumar (Agribazaar) | 9167994202 | Pan India |

**<u>Process of registration & e-auction for job work of Bharat Atta.</u>**

**Part 1: Registration**

Step 1: Read this tender document thoroughly.

Step 2: Visit **https://www.agribazaar.com/** for additional information related to e auction process.

Step 3: Send all the required documents through email to nccf.registration@agribazaar.com.

Step 4: If all the documents are as per the tender terms you will receive confirmation email.

Step 5: Login credentials for auction will be created.

**Note: Registrations will be done through online medium only. Applications received at any of the branches of NCCF or at NCCF HO will not be considered.**

**Part 2: e auction**

Step 1: Dedicated escrow account will be created for applicants in which EMD has to be deposited.

Step 2: e-auction timings will be communicated through auction notice by Agribazaar.

Step 3: Read auction notice carefully and participate in the auction at the given time.

## Annexures

1. **Annexure I** – List of Pre-Qualification Documents Checklist.
2. **Annexure II** – Self-Declaration: No Blacklisting / No Litigation.
3. **Annexure III** – Mill Information Form (Capacity, Machinery, Lease, etc.).
4. **Annexure IV** – Track & Trace Compliance Undertaking.
5. **Annexure V** – Format for Bank Details (Refund of EMD/SD).
6. **Annexure VI** – Format for No-Dues/Compliance Certificate (for SD release).
7. **Annexure VII** – Format for GST Invoice & Supporting Documents Checklist.
8. **Annexure VIII**– Penalty Matrix

**Annexure I: Pre-Qualification Documents Checklist**
(To be uploaded by bidder with technical bid)

| Sl. No. | Document Required | Submitted (Yes/No) |
|---|---|---|
| 1 | Copy of PAN Card | |
| 2 | Copy of GST Registration Certificate (GSTIN) | |
| 3 | Valid FSSAI License for milling/processing of wheat flour | |
| 4 | Audited Balance Sheets/CA Certificate of turnover (last 2 FYs) 2024-25, 2025-26 | |
| 5 | a. Proof of Milling Capacity (≥25 MT/day;<br>b. NE/J&K/Laddakh, PACS/Cooperatives ≥10 MT/day) | |
| 6 | Proof of Own/Leased/Notorized Mill (Electricity Bill, Lease Agreement, GST e-way bills, Production records) | |
| 7 | Copy of Industrial/Factory License | |
| 8 | Self-Declaration for No Blacklisting / No Litigation (Annexure II) | |
| 9 | Mill Information Form (Annexure III) | |
| 10 | Bank Details for Refund of EMD/SD (Annexure V) | |

Signature & Seal of Authorized Signatory

**Annexure II: Self-Declaration (No Blacklisting / No Litigation)**

(On Bidder's Letterhead)

I/We, M/s ______________________________, hereby declare that:

1. We have not been blacklisted or debarred by any State Government, Central Government, PSU, Cooperative, or NCCF at any time.
2. We are not involved in any ongoing litigation, arbitration, or dispute with NCCF.
3. All information and documents submitted with this bid are true and correct.
4. In case of any misrepresentation or suppression of facts, NCCF may reject our bid, forfeit our EMD/Security, and blacklist us without notice.

Date: _____________

Place: ____________

Authorized Signatory: ____________

Name & Designation: ____________

Seal: ____________

## Annexure III: Mill Information Form

| **Particulars** | Details |
|---|---|
| Name of the Firm / Company | |
| State/States for which EOI is being submitted | |
| Registered Address | |
| Name of Mill | |
| Address of Mill | |
| Whether Own / Leased | |
| Daily Milling Capacity (MT) | |
| Type of Machinery Installed | |
| Power Connection Load (KVA) | |
| Fortification Facility Available (Yes/No) | |
| Packaging Machinery Details | |
| Storage Capacity (MT) | |
| FSSAI License No. & Validity | |
| GSTIN | |
| Contact Person Name & Mobile | |

Signature & Seal of Authorized Signatory

**Annexure IV: Track & Trace Compliance Undertaking**

(On Bidder's Letterhead)

We, M/s ____________________________, undertake the following with respect to NCCF's Track & Trace System:

1. All wheat lifting, processing, dispatch and delivery details shall be uploaded **in real-time** on the NCCF Track & Trace portal.
2. Every retail pack shall carry a QR code generated by the Track & Trace portal for end-to-end traceability.
3. All transport vehicles shall be GPS-enabled and geo-tagged photos shall be uploaded before dispatch.
4. We agree to pay penalties imposed by NCCF for any failure in Track & Trace compliance.

Authorized Signatory: ______________________

Date: _____________

Seal: _____________

**Annexure V: Bank Details Format (For EMD/SD Refunds)**

(To be printed on bidder's letterhead & certified by banker)

| Particulars | Details |
| --- | --- |
| Name of Beneficiary | |
| Bank Name | |
| Branch Name & Address | |
| Account Number | |
| IFSC Code | |
| Type of Account | |
| PAN of Account Holder | |

Certified by Banker:

(Signature & Seal of Bank Official with Employee Code)

**Annexure VI: No-Dues / Compliance Certificate**

(On Bidder's Letterhead, submitted after completion of supplies)

This is to certify that:

1. M/s ________________________has completed supply of the allocated quantity of Bharat Atta under Tender No. _______dated ______.
2. All penalties, demurrage, claims, or dues (if any) have been settled.
3. Track & Trace compliance has been ensured in full.
4. We request release of our Security Deposit and EMD as per tender terms.

Authorized Signatory: ____________________

Date: ___________

Seal: ___________

## Annexure VII: Invoice & Documents Checklist

Every invoice submitted must include the following supporting documents:

1. Copy of NCCF Work Order / Release Order.
2. GST-compliant Invoice (with IRN & QR code under e-Invoice system if applicable).
3. Delivery Challans signed by depot officials.
4. Weighbridge slips (loading & unloading).
5. NABL-accredited laboratory report for lot supplied.
6. Track & Trace portal proof (QR code entry & consignment data).
7. Copy of e-way bill (if applicable).
8. Transit Insurance certificate up to delivery point.
9. Counter-sample details maintained at mill.

Incomplete invoice submissions will not be processed for payment.

## Annexure VIII: Penalty Matrix

| **Event** | **Penalty** |
|---|---|
| Delay in supply beyond schedule | 0.5% of contract value/Allotment Quantity Amount per MT per day (max 10%) |
| Failure to lift wheat within RO schedule | Godown rent/demurrage + risk & cost procurement |
| Stock rejected due to quality | Replacement within 72 hrs; failure = risk & cost procurement |
| Repeat quality failure (≥2 consignments) | Termination + forfeiture of SD/EMD + blacklisting |
| Non-compliance with Track & Trace / QR printing | Rs. 50,000 per instance + consequential recovery |
| Failure to replace rejected stock | Procurement at bidder's risk & cost + penalties |
| Withdrawal of bid / refusal after auction | Forfeiture of EMD |

Unless otherwise stated, penalties are cumulative, and the total recoverable penalty under delay-related clauses shall be capped at 10% of contract value, excluding recoveries due to risk & cost procurement and statutory deductions