NCCF, भा°रा°उ°स°सं°
DELHI Branch, दिल्ली शाखा

F. No. NCCF/DB/Buss/2026-27/ 237 **Dated: 12.10.2026**

TENDER NOTICE

The NCCF Delhi Branch invites tenders from experienced, reputed and eligible millers/processors for the supply of pulses in Himachal Pradesh and Uttarakhand at various locations. The work includes processing/milling, packing, transportation, etc., to be completed within the stipulated time period under a two-bid system (Technical & Financial).

1. Name of Work

Processing/milling, packing, and transportation of pulses in 1 kg consumer packs for supply the **concerned Departments in Himachal Pradesh and Uttarakhand** for distribution/sale to consumers.

2. Scope of Work

Job work for milling/processing, packing in 1 kg (Net Weight) (packed in coloured packing) of Low Density Plastic pack laminated with polyester in HDPE (High Density Polythene) bags containing 25 packets of one kg, and transportation of pulses—Gram, Chana Dal, Arhar Dal, Moong Sabut, Moong Dal, Urad Sabut, Rajma, Masoor Sabut, Yellow Peas Dal, and Malka in **concerned Departments in Himachal Pradesh and Uttarakhand** as per FSSAI, Food Safety and Standards Act, 2006, and Legal Metrology Act, 2009.

The successful Bidder/Processor shall be responsible for lifting/receiving the Raw Material from the locations designated by NCCF, transportation thereof to its approved processing unit, cleaning, grading, milling, processing, colour sorting/sortexing wherever required, packing in approved 1 kg consumer packs, secondary packing, storage, transportation and delivery of the Finished Product at the destinations specified by NCCF or the concerned Department.

The Processor shall perform the entire work in accordance with the specifications, approved samples, Supply Orders, applicable food safety and packaging laws, instructions of NCCF and the terms and conditions of the Tender.

The quantities and destinations mentioned in the Tender shall not constitute any minimum quantity commitment by NCCF. NCCF shall have the right to increase, decrease, split, modify

or omit quantities and/or destinations depending upon actual requirement, subject to the applicable NCCF Guidelines and the terms of the Supply Order.

3. Definitions

For the purposes of this Tender/Agreement, unless the context otherwise requires:

(a) **"NCCF"** means the National Cooperative Consumers' Federation of India Ltd. and includes its Head Office, Delhi Branch, authorized officers and representatives.

(b) **"Bidder/Processor"** means the successful tenderer selected by NCCF for processing, milling, packing and transportation of pulses under this Tender.

(c) **"Raw Material"** means the unmilled pulses/stocks supplied or arranged through the designated nodal agency/agency specified by NCCF for processing.

(d) **"Finished Product"** means the processed, milled, sorted, packed and labelled pulses conforming to the specifications prescribed by NCCF and the concerned State Government.

(e) **"Supply Order/Work Order"** means an order issued by NCCF specifying the commodity, quantity, destination, delivery schedule and other applicable conditions.

(f) **"Consignment"** means the quantity of Finished Product dispatched under a particular Supply Order/Delivery Order.

(g) **"Competent Authority"** means the officer/authority of NCCF competent to take the relevant decision under the applicable NCCF Guidelines and delegation of powers.

4. Packaging & Labelling Requirements

Each 1 kg pack must bear the name of the product (in Hindi, as will be informed later), the declaration "Net Weight: 1 Kg", the statement "MRP per Kg (inclusive of all taxes)" as per the NCCF rate, the full name and address of the manufacturer or packer, the month and year of packing, a declaration stating that non-toxic, high-quality plastic has been used for packaging, and the following note: "The pulse for the next month will be provided to the consumer only after return of the empty plastic pack to their fair price shop." The pulses packed must retain their original size, shape, color, and freshness for a minimum of six months and must be completely free from fungus, molds, or any other type of contamination. The packing of pulses should strictly conform to the samples/design provided by and approved by the Govt. of Himachal Pradesh and Govt. of Uttarakhand.

5. SUPPLY ORDER / WORK ORDER

No quantity shall be processed or dispatched by the Processor unless specifically authorized by NCCF through a written Supply Order/Work Order or other written authorization issued by the Authorized officer.

Each Supply Order shall, wherever applicable, specify the commodity, quantity, source/location of Raw Material, processing unit, delivery destination, delivery schedule, packing requirements and other relevant instructions.

The Processor shall acknowledge the Supply Order within the period stipulated by NCCF. Any deviation from the Supply Order shall require prior written approval of NCCF.

6. Rights & Responsibilities of the Bidder

The bidder shall arrange transportation and logistics to lift un-milled pulses from the warehouses of Central Nodal Agencies (such as NCCF, FCI, SFAC, NAFED, etc.) as per the schedule provided from time to time, process and pack the pulses (in 1 kg packs), and transport them to the designated destinations/godowns of **Govt. of Himachal Pradeshand Govt. of Uttarakhand**. within the stipulated time or as per the order, starting from the date of issuance of the Delivery Order (DO) by the concerned agencies. It shall also be the responsibility of the bidder to intimate NCCF in case the stock of un-milled pulses at the warehouses of the Central Nodal Agency is found below the specified standards, the bidder shall provide daily details of lifting and dispatches against the issued DOs to NCCF, and shall supply the finished pulses strictly in accordance with the specifications of **Govt. of Himachal Pradesh and Govt. of Uttarakhand**, submitting NABL-accredited lab test reports confirming compliance with FSSAI standards prior to dispatch, and providing a master sample of the ordered processed pulses packed in 25 kg bags for testing by **Govt. of Himachal Pradesh and Govt. of Uttarakhand** in government or approved laboratories before the supply order is issued. All samples shall meet FSSAI standards and the cost of such testing shall be borne by the bidder; The bidder is permitted to retain milling by-products without any separate billing and must submit daily dispatch reports, including truck-wise and destination-wise details along with the NABL-accredited test reports before final dispatch. The bidder shall be held responsible for any loss or damage caused to NCCF in the event of any violation of these conditions.

7. In case of procurement of pulses from Buffer Stock:

Phase	Delivery Schedule
1st Phase	25% of the total ordered quantity within first twenty days after **the issuance of the supply order.**
2nd Phase	Remaining 75% of the total ordered quantity within next ten days.

8. In case of procurement of pulses from Open Market directly from NCCF:

Phase	Delivery Schedule
1st Phase	25% of the total ordered quantity within first ten days after the issuance of the supply order.
2nd Phase	Remaining 75% of the total ordered quantity within next ten days.

9. Quality Assurance

Samples will be drawn and tested by designated laboratories, and only pulses conforming to FSSAI standards and approved through sample testing will be accepted. In case of failure, the vendor must replace the consignment within 7 days at their own cost. A penalty of 20% of the value of the rejected consignment will be imposed. Delays in delivery will attract penalties as follows: 1% for the first week, 3% for the second week, 5% for the third week, and 10% for the fourth week. If the delay exceeds 4 weeks, NCCF reserves the right to cancel the order and procure the goods at the vendor's risk and cost. Repeated failure, defined as 30% or more of samples failing quality tests, may result in blacklisting of the bidder.

10.Rejection, replacement and recovery

Any consignment or part thereof which is found to be substandard, adulterated, contaminated, damaged, incorrectly packed, incorrectly labelled, short in quantity or otherwise not conforming to the Tender/approved specifications may be rejected by NCCF or the receiving authority.

The Processor shall, at its own cost and risk, replace the rejected quantity with conforming stock within 7 **(seven) days** from receipt of the rejection/intimation, or within such shorter period as may be directed where the requirement is urgent.

Replacement shall be with fresh/current-date packed stock conforming to the prescribed specifications.

Failure to replace the rejected stock within the stipulated period shall entitle NCCF to procure the required quantity from an alternative source at the risk and cost of the Processor, in addition to levy of applicable liquidated damages, penalties and other recoveries.

Rejection/replacement shall not relieve the Processor from liability for any consequential loss, statutory liability or other contractual breach arising from the defective supply.

11.Financial Terms

Cost of unmilled pulses must be deposited prior to the last date in the NCCF-designated bank account before commencement of supply; no advance payment shall be made; 95%payment will be released after supply acceptance and quality certification by Govt. of Himachal Pradesh and Govt. of Uttarakhand, and the remaining 5% will be paid after submission of final documentation and applicable deductions, (if any) by Govt. of Himachal Pradesh and Govt. of Uttarakhand; the supplier must maintain sufficient working capital to ensure smooth and uninterrupted execution of the contract.

Payment shall be made strictly in accordance with the approved rates and the terms of the Supply Order.

(b) The Processor shall submit complete and accurate invoices along with delivery challans, proof of delivery, quality/test certificates, dispatch documents, e-way bills, tax invoices, weighment records and such other documents as may be prescribed by NCCF.

(c) **95% of the admissible amount** shall be released after acceptance of the supply and certification of quality by the competent receiving authority/NCCF, subject to statutory deductions and recoveries.

(d) The balance **5%** shall be released after submission and verification of all final documents and reconciliation of quantities, subject to there being no outstanding claim/recovery.

(e) NCCF shall be entitled to withhold amounts corresponding to rejected supplies, shortages, penalties, LD, taxes, statutory deductions, recoveries, claims or other amounts payable by the Processor.

(f) No interest shall be payable on withheld/recovered amounts where withholding is due to a contractual/statutory requirement or pending verification/reconciliation.

12.Gst and tax compliance

The Processor shall comply with all applicable provisions relating to GST, income tax, TDS/TCS and other statutory taxes and shall issue valid tax invoices containing all mandatory particulars.

The Processor shall ensure timely filing of returns and payment of applicable taxes and shall correctly report invoices and transactions in the applicable statutory returns.

Any loss suffered by NCCF on account of denial, reversal or delay of input tax credit, tax demand, interest, penalty or other liability arising due to the default, omission or incorrect reporting by the Processor shall be recoverable from the Processor.

NCCF shall be entitled to deduct TDS and other statutory deductions as applicable under law.

The quoted rates shall be deemed to include all taxes and statutory charges expressly specified in the Tender.

13.Transit risk, shortage, loss and damage

The Processor shall be responsible for the safety, security and proper handling of Raw Material and Finished Product while in its custody or during transportation arranged by it.

Any shortage, pilferage, contamination, deterioration, damage or loss occurring after receipt of Raw Material by the Processor and until acceptance/delivery of Finished Product at the designated destination, except to the extent directly attributable to NCCF or covered by an accepted Force Majeure event, shall be the responsibility of the Processor.

The Processor shall arrange adequate transit/storage insurance wherever applicable and shall provide documentary evidence of such insurance to NCCF on demand.

14.Inspection & Monitoring

Representatives of **Govt. of Himachal Pradesh and Govt. of Uttarakhand**, and/or NCCF may inspect warehouses, mills, and stock at any time. Random samples may be collected before or after delivery for quality testing. If any stock is found to be non-compliant with the prescribed quality standards, the approved bidder shall replace the substandard stock at their own cost

within seven (7) days. Testing and inspection charges will be deducted from the vendor's payments. In case any substandard stock remains unsold or expired stock, the bidder shall replace such stock at their own expense with fresh stock of current-date packing and supply it to the same location within the stipulated time.

15. Raw material and quality responsibility

(a) The Processor shall inspect the Raw Material at the time of receipt/lifting and shall immediately notify NCCF in writing of any visible shortage, deterioration, infestation, contamination or non-conformity.

(b) The Processor shall not process or mix any Raw Material which, in its reasonable assessment, is materially unsuitable for production of the required Finished Product without obtaining written instructions from NCCF.

(c) If the Processor accepts Raw Material without raising a timely written objection, it shall not subsequently raise a claim against NCCF in respect of defects which were reasonably detectable at the time of receipt.

(d) The Processor shall nevertheless remain fully responsible for defects, contamination, adulteration, deterioration or non-conformity arising from its processing, handling, storage, packaging or transportation.

(e) The Finished Product shall conform to the specifications prescribed by NCCF, the concerned State Government and all applicable statutory requirements.

16. Eligibility Criteria

1. The bidder must have a minimum experience in supplying 10,000 MT in the last three financial years of packed pulses in 1 kg / 500 g consumer packs to any Central/State Government Department, Semi Govt., Autonomous Body of Govt. of India/State, Govt. Cooperatives, National Level Federation or NCCF during any two of the last three financial years. Documentary evidence in the form of completion certificates issued by the concerned department must be submitted with the bid. It may be noted that the state-wise demand for packed pulses is approximately 5,000 MT monthly.
2. The average yearly turnover of the bidder in the pulses business during the last three audited financial years (FY 2022-2023, FY 2023-2024, FY 2024-2025) should be minimum ₹250 Crores. Documentary evidence, i.e., a Turnover Certificate issued by a Chartered Accountant (CA), must be submitted.
3. The bidder must submit the audited balance sheets and Income Tax Returns for the last three financial years (FY 2022-2023, FY 2023-2024, FY 2024-2025).

4. The net worth of the bidder should be a minimum of ₹15 Crores for the last audited financial year (2024-2025), duly certified by a Chartered Accountant must be submitted with the bid.
5. The manufacturing unit must have all applicable licenses for the last three years from (2022). Copies of all valid licenses must be submitted with the bid.
6. Joint ventures or consortium bids are not permitted. Any such technical or financial bids shall be rejected without assigning any reason.
7. Bidders must submit a self-declaration confirming that they are not involved in any litigation, past or present; any bidder currently or previously involved in litigation against NCCF will be deemed ineligible, and their bids will not be accepted.
8. Bidder should have experience of supply of milled pulses at least upto doorstep of a minimum of 100 supply depots (in the last three financial years) in any one state through State/Central government/NCCF during any two of the last three financial years. The bidder shall submit copy of certificate for same from the concerned department.
9. Bidder should have transportation experience of at least 10,000 MT supply of Pulses in the last three financial years in any one state through the State Government, Central Government, NCCF or during any one of the last three financial years. The bidder shall submit copy of certificate for same from the concerned department.
10. A copy of the Factory License, a valid FSSAI License, PAN Card, and GST License certificate must be submitted by the bidder.
11. All documents submitted with the bid must be duly signed by the authorized signatory of the bidder entity. An authorization letter for the signatory must also be provided.
12. The bidder will have to submit self-declaration for not being blacklisted or debarred by any State/Central government body/Public Sector Undertaking or cooperative federation at any point of time.
13. NCCF shall conduct inspections of all bidders' manufacturing units during the technical evaluation stage to verify compliance with quality standards, production capacity, and regulatory requirements. Compliance of the manufacturing units with all technical bid requirements is mandatory.
14. All material and relevant documents in support of their eligibility criteria shall be submitted by the bidder.

Cost of tender fee: - Rs. 5,000/- + GST @ 18%.

Earnest money deposit (emd):-Rs. 50 Lakh (Interest Free) to be deposited before submission of the bid and in form of RTGS only.

Performance security: **Rs. 1.00 Cr (Interest Free) after finalization of bid.**

Performance Security can be submitted in form of FDR/BG/RTGS.

The successful Bidder shall furnish Performance Security of the amount prescribed in the Tender within the stipulated period and in the form permitted by NCCF.

The Performance Security shall remain valid for the period specified by NCCF, including the prescribed claim period, wherever applicable.

The Performance Security shall be liable to forfeiture, wholly or partly, in the event of breach of contractual obligations, failure to perform, failure to replace rejected material, abandonment, fraudulent conduct or termination for default, subject to the terms of the Contract and applicable NCCF Guidelines.

Release of Performance Security shall not absolve the Processor from liabilities which have accrued prior to such release or which survive termination of the Contract.

Last date and time of emd submission: 01.11.2026 upto 12:00 Noon

Last date and time of technical bid & financial bid submission:01.11.2026upto 02:00 Noon

Date and time of tender opening: 01.11.2026 at 02:30 PM

Place of tender opening: Office of Branch Manager, Delhi.

Account details for depositing emd & tender fee

Name of Account Holder	NCCF of India Ltd
Account Number	1132293272
Name of Bank and Branch	Central Bank of India, Nehru Place, New Delhi
IFSC Code	CBIN0281410

17. Bid Submission Format

The bid must be submitted in two parts: Technical Bid and Financial Bid (the Financial Bid will be opened only for technically qualified bidders). Prices must be quoted state-wise **Govt. of Himachal Pradesh and Govt. of Uttarakhand** in the prescribed Annexure I & II.

The financial bid must be submitted state-wise, considering that the unmilled stock may be allocated from any state. Bidders are required to quote separate rates for each state, including transportation charges for unmilled pulses as per Annexure I & II to the processing units, and F.O.R. delivery of processed pulses to Government godowns in **Govt. of Himachal Pradesh and Govt. of Uttarakhand**. Conditional bids will not be considered. Submission of bid for the entire tender is mandatory.

18. Other Conditions

Packing/ Delays & Defaults/Loss Recovery:

Packing must match the approved samples from Govt. of Himachal Pradesh and Govt. of Uttarakhand. Any delays, defaults, or substandard supplies will result in liquidated damages, recovery, or termination of the contract. Any loss incurred by NCCF due to non-performance by the bidder shall be recovered from the bidder.

Bid Validity

The bids submitted by all bidders shall remain valid and binding for a period of one year from the date of bid submission. NCCF may, at its sole discretion, propose to extend the validity of the bid for subsequent financial year(s); however, any such extension shall be subject to the mutual consent in writing of NCCF and the concerned bidder. Bidders shall confirm their acceptance of such extension(s) in writing, as and when required by NCCF.

Distribution Clause

NCCF shall be at liberty to distribute up to 40% of the total tendered quantity of materials amongst other than L1 Bidders subject to acceptance of L1 rates by other than L1 bidders and fulfilment of eligibility criteria by them.

Inclusive Rates

All quoted rates must be inclusive of applicable taxes in the concerned states, including GST, entry tax, mandi tax, etc., along with 1% NCCF administrative charges on the value of the

finished product. Any change in administrative charges (increase or decrease) shall be applicable from the effective date.

The Processor shall comply with all applicable provisions of the GST Act and other taxation laws in force. The Processor shall raise invoices strictly in accordance with GST law, mentioning correct HSN codes, GSTIN, and other mandatory particulars to ensure seamless availment of Input Tax Credit (ITC) by NCCF/Government. Any denial of ITC or imposition of penalty, interest, or other liability on NCCF or the Government on account of incorrect, delayed, or non-compliant invoicing by the Processor shall be recovered from the Processor. The Processor shall indemnify NCCF against any tax liability arising out of its acts of commission or omission.

MoU Compliance

All terms and conditions of the MoU between NCCF and **Govt. of Himachal Pradesh and Govt. of Uttarakhand** shall be applicable to the bidder in the same manner as applicable to NCCF.

Contract Execution

After the finalization of the bid, the selected bidder must enter into a contract agreement with NCCF immediately and the supply contract awarded shall be executed solely by the Bidder, and subletting under the contract is not permitted.

Risk & Cost Procurement

In the event of delay, default, or failure in supply by the Processor, NCCF shall be entitled to procure the required goods/services from alternate sources at the risk and cost of the Processor, in addition to imposition of liquidated damages and forfeiture of Performance Security. The differential cost and all incidental expenses incurred by NCCF in such procurement shall be recoverable from the Processor.

19. LIQUIDATED DAMAGES FOR DELAY

In case of delay in processing, dispatch or delivery attributable to the Processor, NCCF may levy Liquidated Damages (LD) at the rates prescribed in the Tender/Supply Order.

Unless otherwise specified in the Supply Order, LD shall be calculated on the value of the delayed quantity for the period of delay.

The applicable LD shall be:

Period of delay	LD
First week	1%
Second week	3%
Third week	5%
Fourth week	10%

The aggregate LD shall be subject to the maximum limit prescribed in the applicable NCCF Guidelines/Contract, unless a specific higher liability is expressly provided in the Tender.

Levy of LD shall be without prejudice to NCCF's right to invoke risk-and-cost procurement, recover additional expenditure, forfeit the Performance Security, terminate the Contract and take other action available under the Tender/Contract.

20. Inspection & Random Sampling

NCCF and/or the Government of Uttarakhand and Govt. of Himachal Pradesh shall have the right to carry out inspections of the Processor's mills, warehouses, and stock at any time, without prior notice. Random samples may be drawn both during processing and after delivery, and the results of such sampling shall be binding on the Processor. Any failure to meet prescribed quality standards shall be treated as a breach of contract.

21. Sub-standard Stock Handling

In case any consignment is found to be substandard or not conforming to prescribed specifications, the Processor shall replace the same with fresh stock of current-date packing within seven (7) days at its own cost. Failing which, NCCF shall have the right to recover the cost of replacement from the Processor's bills, EMD, or Performance Security.

22. Risk and cost procurement

In the event of failure, refusal or inability of the Processor to supply the required quantity within the prescribed time, or in the event of rejection, abandonment, termination or any other default attributable to the Processor, NCCF shall be entitled, without prejudice to its other rights, to procure the whole or part of the balance quantity from any alternative source at the risk and cost of the Processor.

The Processor shall be liable for the difference between the Contract rate and the rate at which NCCF procures the replacement quantity, together with transportation, handling, testing, storage, administrative and other incidental expenses reasonably incurred by NCCF.

Such amounts may be recovered from pending bills, Security Deposit, Performance Security, EMD, other amounts payable to the Processor or as a debt due from the Processor.

23. Indemnity

The Processor shall indemnify, defend and hold harmless NCCF, its officers and representatives against all claims, losses, damages, penalties, costs and expenses arising out of or relating to:

(a) defective, adulterated, contaminated or substandard Finished Product attributable to the Processor;

(b) breach of food safety, Legal Metrology, GST, labour, environmental or other applicable laws by the Processor;

(c) infringement of any third-party intellectual property rights arising from packaging, artwork, labels or materials supplied by the Processor;

(d) death, injury or property damage caused by the negligence or wrongful act/omission of the Processor, its employees, agents or transporters;

(e) shortage, loss, pilferage or damage attributable to the Processor; and

(f) breach of any representation, warranty or contractual obligation by the Processor.

This indemnity shall survive expiry or termination of the Contract in respect of liabilities arising from acts or omissions occurring during the contractual period.

24. Termination Rights

NCCF may terminate the Contract:

(a) for convenience by giving 30 days' written notice, subject to settlement of accepted quantities and liabilities accrued up to the effective date of termination;

(b) immediately, or after such cure period as NCCF may consider appropriate, in case of material breach by the Processor;

(c) in case of repeated quality failure, failure to maintain required licences, abandonment of work, persistent delay, insolvency, fraudulent practices, submission of false documents, unauthorized sub-contracting or violation of statutory requirements;

(d) where the Processor is blacklisted/debarred by a competent Government authority or NCCF in accordance with applicable procedure; or

(e) where continuation of the Contract is not considered appropriate in public interest or due to directions of the competent authority/Government.

Termination shall be without prejudice to NCCF's right to recover amounts due, levy applicable LD/penalties, invoke Performance Security and undertake risk-and-cost procurement.

25. Debarment / blacklisting

Where NCCF proposes to debar/blacklist the Processor on account of fraud, misrepresentation, repeated serious quality failure, abandonment, corrupt practices, submission of false documents or other serious misconduct, NCCF shall issue a written notice setting out the allegations and provide the Processor a reasonable opportunity to submit its explanation, except in circumstances where immediate protective action is required to safeguard public interest, food safety or NCCF's interests.

The competent authority shall consider the representation before passing a reasoned order in accordance with the applicable NCCF Guidelines and procedure.

Debarment/blacklisting shall be without prejudice to NCCF's right to recover losses, invoke securities and take other contractual or legal action.

26. Conflict of interest

The Bidder shall disclose any actual, potential or perceived conflict of interest which may affect its participation in the Tender or performance of the Contract.

The Bidder shall not engage in any arrangement or activity which gives rise to an improper conflict with the interests of NCCF.

Failure to disclose a material conflict of interest shall constitute a breach of the Tender/Contract and may result in rejection of the Bid, termination of the Contract and other action in accordance with the applicable NCCF Guidelines.

27. Sub-contracting / assignment

The Processor shall not assign, transfer, sub-contract or otherwise part with the whole or any substantial part of its contractual obligations without the prior written approval of NCCF.

Approval of any transporter, logistics agency or ancillary service provider shall not relieve the Processor of any responsibility or liability under the Contract.

The Processor shall remain fully responsible for the acts and omissions of its employees, agents, transporters, sub-contractors and representatives.

28. Right of set-off and recovery

NCCF shall have the right to deduct and recover any amount due from the Processor under the Tender/Contract, including LD, penalties, excess transportation cost, testing charges, shortage, damages, tax liabilities, risk-and-cost differential and other recoveries, from any amount payable to the Processor under this or any other contract with NCCF, subject to applicable law and NCCF Guidelines.

Such deduction shall be without prejudice to NCCF's other contractual or legal remedies.

29. By-Products

The Processor shall be entitled to retain the milling by-products, if any, generated during the processing of pulses under this contract. However, such by-products shall not be sold, supplied, or circulated in NCCF or Government-linked supply chains. NCCF shall have no responsibility or liability whatsoever with respect to the utilization, handling, or disposal of such by-products.

30. Competing Against NCCF

Empanelment of a Business Associate shall be terminated if they have competed against NCCF in any bid, either:

- Individually
- As a partner
- In a joint venture

31. Withdrawal

If a bidder withdraws after bid submission, their EMD shall be forfeited.

32. Tender Rights

1. NCCF reserves the right to accept or reject any or all bids, wholly or partly; cancel, postpone, suspend, modify or annul the Tender process; invite fresh bids; or decide not to award/place any order, at any stage prior to award of the contract, for reasons to be recorded and subject to applicable rules and approval of the Competent Authority.
2. NCCF may issue amendments, clarifications, addenda or corrigenda to the Tender and may extend any prescribed timeline. The same shall be uploaded on the NCCF website/portal on which the Tender has been published and shall form an integral part of the Tender. Bidders shall be responsible for regularly checking the relevant websites/portals for updates.

3. NCCF may seek clarification or additional supporting documents from any bidder without permitting any material alteration of the bid. Failure to furnish the required clarification/documents within the stipulated period may result in rejection of the bid.
4. NCCF reserves the right to verify the authenticity of any information, declaration, certificate, licence, return, invoice or other document submitted by a bidder, directly from the issuing authority or any other appropriate source.
5. Submission of any forged, fabricated, manipulated, false or misleading document/information may result in rejection of the bid, forfeiture of Bid Security/Performance Security where permissible, termination of the contract and initiation of debarment, civil or criminal proceedings, as applicable, after following the prescribed procedure.
6. The quantities and destinations indicated in the Tender are tentative. The award of work and issuance of Supply Orders shall be subject to receipt of corresponding requirements/indents from the concerned Department and continuation of the applicable State arrangement. No minimum quantity, assured business or compensation for shortfall in quantity shall be guaranteed.
7. NCCF may increase, decrease, split, modify or delete any item, quantity or destination and may distribute the work among one or more eligible bidders in accordance with the evaluation and allocation provisions of the Tender, without creating any entitlement to compensation.
8. Price negotiations, wherever considered necessary, shall be undertaken only in exceptional circumstances and in accordance with the applicable procurement rules and approval of the Competent Authority.
9. NCCF may suspend the whole or any part of the work/supplies where necessary on account of quality failure, food-safety concerns, breach of contractual conditions, operational requirements or directions of the concerned Department. Where continuation of supply may affect public health or safety, NCCF may order immediate suspension pending further examination.
10. Where continuity of supply is affected due to default, delay, quality failure or inadequate performance of a successful bidder, NCCF may, after following the applicable contractual procedure, arrange the work/supplies through another empanelled/selected bidder or alternate source at the risk and cost of the defaulting bidder, wherever provided under the Tender/Agreement.
11. Mere participation in the Tender shall not confer any right upon a bidder to receive an award or Supply Order. No bidder shall be entitled to claim loss of profit or reimbursement of bid-preparation costs merely because NCCF cancels, postpones, modifies or annuls the Tender process in accordance with the applicable rules.

12. Failure or delay by NCCF in exercising any contractual right or remedy shall not constitute a waiver of that right or prevent its subsequent exercise.
13. NCCF may evaluate the performance of successful bidders based on quality, delivery, responsiveness and statutory/contractual compliance. Any action affecting eligibility for future procurements shall be taken only in accordance with applicable rules and after following due process.
14.

33. Conditional Bids

Conditional bids shall not be considered.

34. Force majeure

Neither party shall be liable for failure or delay in performing an obligation to the extent such failure or delay is directly caused by an event beyond the reasonable control of the affected party, including natural calamity, war, riot, epidemic/pandemic, Government prohibition or other event recognized as Force Majeure under applicable law.

The affected party shall notify the other party in writing within the prescribed period and shall take all reasonable steps to mitigate the effects of the event. (**Comment: It is advisable to mention the prescribed period**)

Force Majeure shall not include shortage of labour, funds, working capital, raw materials or transportation arrangements where such circumstances could reasonably have been prevented or mitigated by the Processor.

If the Force Majeure event continues for a prolonged period and materially affects performance, NCCF shall have the right to review, suspend or terminate the affected Supply Order/Contract in accordance with the applicable terms.

35. Sub-contracting / assignment

The Processor shall not assign, transfer, sub-contract or otherwise part with the whole or any substantial part of its contractual obligations without the prior written approval of NCCF.

Approval of any transporter, logistics agency or ancillary service provider shall not relieve the Processor of any responsibility or liability under the Contract.

The Processor shall remain fully responsible for the acts and omissions of its employees, agents, transporters, sub-contractors and representatives.

36. Statutory and labour law compliance

The Processor shall comply with all applicable Central and State laws, rules, regulations and statutory requirements relating to food safety, labour, wages, social security, factory operations,

transportation, environment, taxation, packaging, Legal Metrology and other matters connected with performance of the Contract.

The Processor shall obtain and maintain all licences, registrations, approvals and permissions required for carrying out the work.

NCCF shall not be responsible for any liability arising from the employment or engagement of personnel by the Processor. The Processor shall indemnify NCCF against any claim arising from its failure to comply with applicable labour or statutory requirements.

37. Integrity and anti-corruption

The Processor shall not offer, give, solicit or accept any undue advantage, gratification, commission or other improper benefit in connection with the Tender or Contract.

Any fraudulent, corrupt, collusive, coercive or prohibited practice shall constitute a material breach and may result in rejection of the Bid, termination, forfeiture of securities, recovery of losses and other action in accordance with applicable law and NCCF Guidelines.

38. Confidentiality

The Processor shall keep confidential all non-public information, documents, rates, specifications, Government communications, data and instructions received from NCCF in connection with the Tender/Contract and shall not disclose the same to any third party except where required by law or with prior written approval of NCCF.

This obligation shall survive expiry or termination of the Contract.

39. Arbitration

Any dispute or difference arising out of or in connection with the Tender/Contract, including its interpretation, performance, breach, termination or validity, which is not resolved amicably within the prescribed period shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

(b) The arbitration shall be conducted by a **Sole Arbitrator** mutually agreed upon by the parties. In the event the parties fail to agree upon the appointment of the Sole Arbitrator within the period prescribed by law, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

(c) The **seat and venue of arbitration shall be New Delhi**.

(d) The language of arbitration shall be English.

(e) The arbitral award shall be final and binding upon the parties, subject to remedies available under applicable law.

(f) Nothing in this clause shall prevent NCCF from seeking interim or protective relief from a competent court.

(g) Courts having jurisdiction at **New Delhi** shall have exclusive jurisdiction in respect of matters arising out of the Contract, subject to the arbitration clause herein above.

For NCCF of India Ltd.

Dated:12.10.2026

Branch Manager

Locations:

A. Himachal Pradesh

S. No.	Locations (District Wise)	
1	Kangra (20 places)	
2	Mandi (20 places)	
3	Chamba (11 places)	
4	Shimla (14 places)	
5	Hamirpur (8 places)	
6	Una (5 places)	
7	Solan (6 places)	
8	Kullu (8 places)	
9	Bilaspur (4 places)	
10	Sirmour (10 places)	
11	Kinnaur (4 places)	

B. Uttarakhand

S. No.	Locations (District Wise)	
1	Almora (24 places)	
2	Bageshwar (18 places)	
3	Chamoli (16 places)	
4	Champawat (8 places)	
5	Dehradun (14 places)	
6	Haridwar (6 places)	
7	Nainital (11 places)	
8	Pauri Garhwal (25 places)	
9	Pithoragarh (28 places)	
10	Rudraprayag (9 places)	
11	Tehri Garhwal (27 places)	
12	Udham Singh Nagar (7 places)	
13	Uttarkashi (16 places)	

ıexure – 1

te: Himachal Pradesh

Sl. No.	Particulars	Gram (Chana) (OTR 91.50 %)	Dal Chana (OTR 75.35%)	Arhar Dal (OTR 73.23%)	Urad Whole Domestic (OTR 93.05 %)	Urad Whole Imported (OTR 93.05 %)	Malka (OTR 82.56%)	Masoor Whole (OTR 93.50%)	Moong Sabut (OTR 93.70%)	Moong Dal (OTR 89.18%)	Yellow Peas Dal (OTR 78%)	Rajmah (OTR 92%)
A	Transportation charges for unmilled pulses (from Rajasthan, Madhya Pradesh, Uttar Pradesh, West Bangal, Tamil Nadu, Telangana, Punjab, Andhra Pradesh, Maharashtra, Gujrat, Haryana, Karnataka and Delhi NCR) to processing units and											

	processed pulses F.O.R. to the Himachal Pradesh Godowns inclusive of all taxes (Rs. Per qntls)											
B	**Job charges including milling, processing, packaging, & color sortex upgradation inclusive of GST**											
C	**Value of by-products to be retained by you**											
	Grand Total (A+B-C)											

Note: Rates should be inclusive of All applicable taxes and charges including GST, Entry Tax, Mandi Tax, and 1% NCCF Administrative **Charges shall apply on the final value of processed pulses rate**

nexure – II

te: Uttarakhand

Sl. No.	Particulars	Gram (Chana) (OTR 91.50 %)	Dal Chana (OTR 75.35%)	Arhar Dal (OTR 73.2 %)	Urad Whole Domestic (OTR 93.05 %)	Urad Whole Imported (OTR 93.05 %)	Malka (OTR 82.56%)	Masoor Whole (OTR 93.5 %)	Moong Sabut (OTR 93.7 %)	Moong Dal (OTR 89.18%)	Yellow Peas Dal (OTR 78%)	Rajmah (OTR 92%)
A	Transportation charges for unmilled pulses (from Rajasthan, Madhya Pradesh, Uttar Pradesh, West Bangal, Tamil Nadu, Telangana, Punjab, Andhra Pradesh, Maharashtra, Gujrat, Haryana, Karnataka and Delhi NCR) to processing units and processed pulses F.O.R.											

	to the Govt of Uttarakhand Godowns inclusive of all taxes (Rs. Per qntls)											
B	**Job charges including milling, processing, packaging, & color sortex upgradation inclusive of GST**											
C	**Value of by-products to be retained by you**											
	Grand Total (A+B-C)											

Note: Rates should be inclusive of All applicable taxes and charges including GST, Entry Tax, Mandi Tax, and 1% NCCF Administrative **Charges shall apply on the final value of processed pulses rate**