NCCF/HO/BUSS/ONION/2026-27/ **Date: 15.10.2026**

NATIONAL CO-OPERATIVE CONSUMERS' FEDERATION OF INDIA LTD. (NCCF)

Through

NCCF website (https://nccfindia.com)

Invites Expression of Interest (EOI) applications

from the Eligible and Interested Applicants for the Appointment of Distributors for Retail Sale of Onion through GPS-Enabled Mobile Vans/Cooperative Consumer Stores under PSF Onion 2026 in North East Region.

Address: National Cooperative Consumers' Federation of India Limited (NCCF), Guwahati, Shubhamalaya Building,
42 Jaswant Road,
1st Floor, Near Paani Tanki, Pan Bazar, Guwahati-781001, Assam.
Branch Manager's Name – Smt. Huidrom Pratima Devi
E-mail ID - bm.guwahati@nccfindia.com
Phone No. - 9871412209

NCCF Guwahati Branch, Shubhamalaya Building, 1st Floor, 42 Jaswant Road, Near Paani Tanki, Pan Bazar, Guwahati- 781001, Assam invites expression of interest from the eligible and interested applicants for "Appointment of Distributors for Retail Sale of Onion through GPS-Enabled Mobile Vans/ Cooperative Consumer Stores under PSF Onion 2026 across in North East Region."

National Cooperative Consumers' Federation of India Limited (NCCF) Guwahati,
Shubhamalaya Building,
42 Jaswant Road,
1st Floor, Near Paani Tanki, Pan Bazar,
Guwahati-781001 as per EOI documents available on the NCCF website http://www.nccfindia.com

Important dates with regard to this are as follows:

Date of Publishing / uploading of EOI documents on NCCF's website	15.10.2026
Last date & time for submission of documents by interested applicant(s) via **(Clear signed/stamped scan copies to uploaded)**	17.10.2026 (06:00 PM)

NCCF after scrutiny, analysis of documents & obtaining approval from competent authority will shortlist distributors provisionally. Subsequently, the details of the selected distributors will be communicated to the concerned NCCF branch. The branch will conduct a field verification of the distributors' warehouses, vehicles etc. and submit a report to the Head Office.

If the all the required documents submitted by the distributor at the time of the EOI, an agreement will be executed between the NCCF Branch and the distributor.

The selection of a distributor does not guarantee the allocation of work. The allocation is subject to the **availability of raw materials**, **demand in North East Region**, **directives issued by the Government etc.**

NCCF reserves the right to accept or reject any / all applications without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if required, shall be posted on NCCF website http://www.nccfindia.com.

SECTION I

NOTICE OF DISCLAIMER

(i) The information contained in this EOI documents 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 EOI document and all other terms and conditions subject to which such information is provided.

(ii) No part of this EOI and no part of any subsequent correspondence by NCCF, or NCCF Representatives shall be taken either as providing legal, financial or other advice or 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.

(iii) The EOI document has been prepared solely to assist prospective applicants in making their decision for EOI. NCCF does not purport this information to be all-inclusive or to contain all the information that a prospective applicants may need to consider in order to submit EOI. The data and any other information wherever provided in this EOI documents is only indicative and neither NCCF, nor NCCF Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a applicants, 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 EOI documents.

(iv) Neither NCCF nor NCCF representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI document. Interested applicants is 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 EOI process in relation to the supply. Applicants have to undertake their own studies and provide their EOIs.

(v) This EOI document 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 supply in relation to which it is being issued.

(vi) The information and statements made in this EOI document have been made in good faith. Interested applicants should rely on their own judgments in participating in this EOI. 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

(vii) The EOI 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 EOI Document.

(viii) NCCF reserves the right to reject all or any of the EOIs submitted in response to this EOI at any stage without assigning any reasons whatsoever.

(ix) 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 after notifying the same, the waiver of any documents and the request for additional information. Unsuccessful application will have no claim whatsoever against either NCCF or its employees, officers.

(x) NCCF reserves the right to modify, suspend, change or supplements this EOI at any stage. Any change to this EOI documents shall be uploaded on NCCF website http://www.nccfindia.com.

(xi) Mere submission of a EOI does not ensure selection of the applicants as Successful applicants.

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END OF SECTION I

SECTION – II

INTRODUCTION AND OVERVIEW

1. INTRODUCTION

The **National Cooperative Consumers' Federation of India Limited (NCCF)** was established on **16th October 1965** as the apex body of consumer cooperatives in the country. It is registered under the **Multi-State Cooperative Societies Act, 2002** and operates through a network of **28 branch offices** located across different parts of India.

NCCF is one of the **nominated agencies** for the distribution of **PSF Onion 2026** to the public at prices fixed by the DoCA/NCCF **-**.

2. OVERVIEW

NCCF Guwahati Branch, Shubhamalaya Building, 1st Floor, 42 Jaswant Road, Near Paani Tanki, Pan Bazar, Guwahati- 781001, Assam invites expression of interest from the eligible and interested applicants for "Appointment of Distributors for Retail Sale of Onion through GPS-Enabled Mobile Vans/Cooperative Consumer Stores under PSF Onion 2026 in Nort East Region."

(i) Interested and eligible applicants may submit their application to NCCF reserves the right to accept or reject any or all EOIs without assigning any reason thereof. The issue of this EOI document does not in any way commit or otherwise obliges NCCF to proceed with all or any part of the EOI process.

(ii) NCCF reserves the right to appoint additional number of Distributors at any of the NCCF Branch Office at NCCF.

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END OF SECTION II

SECTION –III

INSTRUCTIONS TO APPLICANTS

1. DETAILS OF THE EOI

NCCF Guwahati Branch, Shubhamalaya Building, 1st Floor, 42 Jaswant Road, Near Paani Tanki, Pan Bazar, Guwahati- 781001, Assam invites expression of interest from the eligible and interested applicants for "Appointment of Distributors for Retail Sale of Onion through GPS-Enabled Mobile Vans/Cooperative Consumer Stores under PSF Onion 2026 in North East Region".

Interested and eligible applicants may submit their application through **offline mode** at **Shubhamalaya Building, 42 Jaswant Road, 1st Floor, Near Paani Tanki, Pan Bazar, Guwahati-781001 Assam.**

2. SCOPE OF WORK

a) The Distributor shall be responsible for distribution and retail sale of Onion strictly in compliance with NCCF guidelines, DoCA/ Government directives, and agreed timelines.

b) Distribution shall be carried out only through GPS-enabled mobile vans, with real-time tracking integrated to NCCF's central monitoring system.

c) Each van shall be fitted with speakers within the permissible government sound limits, through which promotion of NCCF Onion shall be carried out.

d) The margin is intended to cover operational expenses such as weighment machines, packaging charges, loading, unloading, grading, mandi tax, etc. (if applicable), which will be borne by the vendor/business associate.

e) The Distributor must deploy a robust MIS/Track & Trace system (with mobile application/web portal) ensuring transparency of stock movement and sales. The system must:

f) Integrate with NCCF's platform for real-time reporting.

g) Maintain digital audit trails of all transactions, accessible to NCCF at any time.

h) Generate daily auto-reports (sales, stock position, consumer outreach).

i) The following minimum data points shall be captured electronically and be made available to NCCF for Registration & authentication of mobile vans and drivers, Entry, stock receipts, and dispatches for each van. Real-time sales data with invoice-level details, Customer acknowledgments (digital receipts/QR-based), GPS route logs to ensure coverage of designated areas.

j) The Distributor shall establish a robust control mechanism to ensure that - Onions are sold to the ultimate beneficiaries only at the prescribed MRPs, without diversion, hoarding, or

overcharging.

k) The Distributor must submit daily reconciliation reports (T+1) of receipts, sales, and closing stock, in the prescribed format of NCCF/GoI.

l) The Distributor shall maintain physical records (invoices, receipts, stock registers) for a minimum of 3 years, subject to NCCF/government audit.

m) The Distributor shall ensure full compliance with applicable statutory requirements (GST, TDS, ESI, PF, Shops & Establishments, FSSAI, Motor Vehicle Act, etc.) and submit periodic proof of deposits/returns to NCCF.

n) The Distributor shall undertake consumer awareness and publicity campaigns (banners, posters, van branding) at their cost, using artwork provided/approved by NCCF.

o) The Distributor must submit a detailed Sales & Distribution Plan (covering route mapping, manpower deployment, warehouse–van linkages, and consumer outreach strategy) prior to commencement.

p) A Customer Feedback & Grievance Redressal Mechanism (hotline/email/QR code-based survey) must be implemented by the Distributor, with monthly reports submitted to NCCF.

q) Distributors must ensure compliance with NCCF's Standard Operating Procedures (SOPs), including FIFO stock rotation, prescribed MRPs, hygiene standards, and operational guidelines.

r) Distributors shall ensure training of drivers/sales staff on consumer handling, quality maintenance, grievance redressal, and safety protocols, at their own cost.

s) The Distributor shall coordinate with State Governments/Local Authorities (where required) to facilitate smooth operations and ensure coverage of priority consumer groups as per GoI directives.

t) Distributors are encouraged to adopt green practices (low-emission vehicles, biodegradable carry bags, digital receipts) to align with sustainability goals.

u) Each distributor must maintain a model mobile van equipped with an LED advertising screen and speakers, on which advertisements of Onion will be displayed during distribution.

3. General Clauses:

a) The Distributor shall maintain adequate warehouses/godowns (owned/leased) with valid ownership/lease documents.
b) Warehouses must comply with FSSAI regulations, fire & pest control norms, and local municipal laws.
c) For leased warehouses, agreements must cover the full tenure of the NCCF contract.
d) Minimum hygiene, ventilation, stacking, and safety measures must be maintained. Distributors

must maintain pest control certificates, fire safety NOCs, and food safety compliance certificates.

e) Distributors must deploy a minimum of 5 GPS-enabled vans in the state.
f) Vans must not be more than 8 years old and must comply with MV Act (valid RC, Fitness, Insurance, PUC).
g) For hired vans, valid rental agreements must be submitted before allocation.
h) Vehicle and goods tracking through a mobile app integrated with NCCF's portal is compulsory. Route logs and delivery status must be updated daily.
i) Distributors must maintain trained warehouse staff, drivers, and sales staff. At least one Nodal Officer must be designated for compliance and reporting.
j) Distributors must upload daily sales data (T+1 basis) on NCCF's portal.
k) Sales receipts of each transaction must be digitally recorded, and soft copies must be made available to NCCF/auditors on demand.
l) All terms and conditions issued by Department of consumer affairs (DoCA) and National Cooperative Consumers' Federation of India Limited shall be followed.
m) Distributors must maintain all records (stock registers, invoices, receipts, challans, etc.) for at least 3 years for audit purposes.

4. PRICING OF ONION & DISTRIBUTION

a) The NCCF sale price for distributors shall be fixed by NCCF based on DoCA/government directives, cost discovery from millers, and market conditions.
b) Distributors must adhere strictly to prescribed MRPs; overcharging/diversion will invite penalties up to 10% of allocation value and forfeiture of security deposit.
c) Applicants must submit a Distribution Plan covering Route mapping and van deployment strategy, Warehouse–van–consumer linkage, expected daily/weekly coverage targets, Plans must include past experience and evidence of execution capability.
d) Distributors shall establish a consumer grievance redressal system (helpline number, QR code on vans, feedback boxes). Monthly reports on complaints, redressal, and corrective actions must be submitted to NCCF.
e) Distributors must maintain adequately trained manpower at warehouses and vans. A Nodal Officer must be nominated ensure compliance with NCCF guidelines and to coordinate with NCCF officials.
f) Non-compliance in reporting may attract penalties (e.g., Rs 1,000 per missed daily report).
g) Distributors must fully comply with NCCF's SOPs, GoI/DoCA directives, and facilitate field inspections, audits, and surprise checks by NCCF/third parties.
h) Any violation of MRP norms, quality standards, or reporting requirements will lead to penalties, reduction of allocation, or termination.

5. FINANCIAL ELIGIBILITY:

a) The applicant must be a Company registered under the relevant Companies Act, 2013 / LLP / Registered Partnership Firm / Society / Cooperative / Federation / Producer Company / PACS/ Proprietorship Firm or any Government-recognized entity authorized to undertake distribution

of food commodities.

b) The entity must have been in existence for a minimum of 2 financial years as on the date of application.
c) The applicant must hold valid GST registration, PAN, FSSAI license (where applicable), and comply with all statutory laws (Shops & Establishment, ESI, PF, Motor Vehicle Act).
d) The applicant should not have been blacklisted / debarred by any Government Department/ PSU / Cooperative Federation in the last 5 years. Self-declaration & affidavit required.
e) The applicant must have a minimum annual turnover of Rs. 10 Lakh in the last financial year (2025-26). For Cooperatives/PACs the turnover for the last financial year shall be 10 Lakhs.
f) Applicants must have a positive Net Worth in the last financial year 2025-26. In case the applicant does not have the 2025-26 Audited Balance Sheet, a provisional balance sheet 2025-26 duly certified by a Chartered Accountant shall be provided. The audited balance sheet 2025-26 shall be provided within one month.
g) All financial documents shall have valid UDIN and should be CA certified.
h) Preference shall be given to applicants with a demonstrated track record of distribution/retail of food commodities (FMCG/Agri commodities) through vans, mobile outlets, or last-mile delivery.
i) The applicant must have access to warehouses/godowns (owned/leased) with valid ownership/lease agreements for at least the tenure of contract. Warehouses must comply with FSSAI, Fire Safety, Pest Control & Municipal regulations. Certificates must be furnished.
j) The applicant must deploy Minimum 5 GPS-enabled mobile vans in the state.
k) Vans should be no more than 8 years old, roadworthy, and comply with the Motor Vehicle Act (Valid RC, Fitness, Insurance, PUC).
l) A Nodal Officer per must be nominated for compliance, reporting, and coordination with NCCF.
m) Applicants must submit a detailed Sales & Distribution Plan including Route mapping & coverage strategy, Warehouse–van–consumer linkage plan, Consumer outreach plan, Manpower deployment plan.
n) Applicants must provide a Track & Trace/MIS system (Web plus Mobile app) integrated with NCCF's portal.
o) System must capture Registration & authentication of vans/drivers, Stock receipts & dispatches, Invoice-level sales data, GPS route logs & coverage, Customer acknowledgments (digital/QR receipts), Daily auto-reports (sales, stock, consumer outreach) must be generated and uploaded (T+1).

6. ALLOCATION OF WORK AND DISTRIBUTION

a) Distributor must submit the full MRP of requested quantities along with the distribution plan to the concerned branch before any allocation.
b) Payments shall be made through RTGS/NEFT/online transfer only. NCCF shall verify the deposit before releasing products to the Distributor.
c) Distributors shall sell products strictly at the prescribed MRPs.

d) Sale proceeds of products shall be deposited in the designated NCCF Branch bank account within T+1 days (two working days from the date of sale).
e) Delay in remittance shall attract 12% simple interest per annum on outstanding amounts, without prejudice to other contractual remedies available to NCCF.
f) Distributors shall upload daily sales and stock reports (T+1 basis) on NCCF's portal in the prescribed format, showing Opening Stock, Stock Lifted, Quantity Sold (invoice-wise, at MRP), Closing Stock, Amount Remitted to NCCF.
g) Weekly reconciliation shall be undertaken jointly by NCCF and the Distributor, matching Stock supplied by NCCF, Sale proceeds received, Security Deposit balance.
h) Any shortage, diversion, or mismatch between stock and proceeds shall be Recovered from the Distributor immediately, or Adjusted against Security Deposit with applicable penalties.
i) NCCF reserves the right to conduct surprise audits and physical stock verifications at any time.
j) The EMD of successful applicants shall be converted into an interest-free Security Deposit. The Security Deposit shall be liable to adjustment against Shortages in reconciliation, Penalties imposed for overcharging/diversion, Non-compliance with reporting requirements.
k) NCCF shall issue products with valid GST invoices as per applicable law. The Distributor shall ensure compliance with GST Act and Rules, TDS/TCS provisions, Other statutory obligations including ESI, PF, labor laws, and local taxes.
l) The Distributor shall provide proof of statutory deposits (GST challans, TDS certificates, etc.) to NCCF as and when required.
m) Input Tax Credit (ITC) shall remain with NCCF. Any loss of ITC due to distributor's non-compliance shall be recoverable from the Distributor's payments or Security Deposit.
n) All taxes, levies, duties, or charges arising out of distributor's operations shall be borne solely by the Distributor.
o) NCCF reserves the right to withhold allocations to a Distributor until all dues are settled.
p) NCCF may recover outstanding amounts by set-off against Security Deposit, future allocations, or any other payments due.
q) Repeated defaults in remittance, reconciliation, or compliance may lead to blacklisting and termination of the agreement.

7. PAYMENT & SETTLEMENT OF SALE PROCEEDS

a) The Distributor shall deposit 100% of daily sale proceeds (gross at MRP) into NCCF's designated /Collection Bank Account of concerned NCCF branch within two working days from the date of sale.
b) Consumer payments through digital forms such as UPI/QR code etc. shall be encouraged.
c) The Distributor shall raise a Purchase order wise invoice on NCCF for its entitled distribution commission, supported by Daily sales data uploaded on NCCF's portal (invoice-wise, van-wise, MRP-wise), Reconciliation of stock lifted, stock sold, and closing balance, Proof of full deposit of sale proceeds into NCCF's account
d) After verification and reconciliation, NCCF shall release the approved commission to the Distributor within 15 working days of invoice submission.
e) Daily Sales & Stock Reports must be uploaded (T+1 basis) on NCCF's portal, showing

Opening Stock, Stock Lifted, Quantity Sold (invoice-wise at MRP), Closing Stock, and Amount Remitted.

f) Weekly reconciliation shall be carried out jointly by NCCF and the Distributor, matching stock supplied, sale proceeds received, and Security Deposit balance.
g) NCCF reserves the right to conduct surprise audits, stock verifications, and financial reconciliations at warehouses, vans, or distributor offices.
h) Any shortage, diversion, or mismatch between stock and proceeds shall be recovered immediately from the Distributor or adjusted against Security Deposit with applicable penalties.
i) Delay in remittance of sale proceeds shall attract 12% simple interest per annum on outstanding amounts, without prejudice to other remedies.
j) Retention of sale proceeds or deduction of margin at source shall be treated as misappropriation/diversion of NCCF funds, leading to forfeiture of Security Deposit, penalties, blacklisting, and/or termination.
k) NCCF shall issue products with valid GST invoices.
l) The Distributor shall ensure compliance with GST Act & Rules, TDS/TCS provisions, and other statutory obligations (ESI, PF, Labor Laws, Local Taxes, FSSAI, Motor Vehicle Act, etc.).
m) Input Tax Credit (ITC) shall remain with NCCF. Any loss of ITC due to distributor's non-compliance shall be recoverable from payments or Security Deposit.
n) All statutory deposits (GST challans, TDS certificates, etc.) must be furnished to NCCF as required.

8. EMD AND ADVANCE PAYMENT

a) A minimum Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh only) must be submitted by the applicant in NCCF Branch's designated Escrow Account and equivalent to the MRP of the onion decided by DoCA/NCCF.
b) EMD of unsuccessful bidders will be refunded.
c) EMD of successful applicants will be converted into an interest-free Security Deposit.
d) Minimum Security Deposit (SD) Rs 2 Lakhs.
e) SD shall be liable to adjustment against shortages, penalties, or dues. It will be refunded within 60 days of completion of contract after reconciliation.
f) NCCF reserves the right to forfeit EMD/SD in case of diversion, overcharging or non-performance, misrepresentation, or violation of terms, withdrawal of application

9. SELECTION PROCESS

The selection of Distributors for onion shall be carried out in a **multi-stage process** as under:

Stage 1- -

Eligible & interested applicants have to submit their application along with required documents at NCCF Guwahati Branch, Shubhamalaya Building, 1st Floor, 42 Jaswant Road, Near Paani Tanki, Pan Bazar, Guwahati- 781001, A at NCCF Guwahati Branch, Shubhamalaya Building, 1st Floor, 42 Jaswant Road, Near Paani Tanki, Pan Bazar, Guwahati- 781001, Assam.

Stage 2 – Preliminary Scrutiny

i. Verification of submission of Application Form, EMD, and supporting documents.
ii. Applications not accompanied by requisite EMD or incomplete in any respect shall be summarily rejected.
iii. Only applicants meeting basic eligibility criteria (Legal, Financial, Technical, Infrastructure) shall proceed to the next stage.

Stage 3 – Technical Evaluation:

The evaluation of the documents of the applicants who have successfully passed the preliminary security check will be done on the basis of the EOI documents

Stage 4 – Acceptance of Margin acceptance

The margin of distributors shall be communicated uniformly to all empaneled distributors through the designated NCCF portal. Distributors who accept the margin offered by NCCF may be provisionally shortlisted, subject to positive field verification and final approval of the Competent Authority

Stage 5 –Provisional Selection & Empanelment

Based on the combined evaluation (Technical plus financial capability), NCCF shall prepare a panel of qualified distributors.

Stage 6: Field Verification:

Field verification of the warehouses and vans of the provisionally selected distributors shall be carried out by the NCCF

Stage 7 – Post-Selection Compliance

Successful applicants must submit Deployment plan (vans, staff, nodal officer details) of LoI, Valid rental/ownership agreements of warehouses & vehicles, Integration of MIS with NCCF's portal before commencement.

Letter of Intent (LoI) shall be issued to successful applicants, followed by signing of Distribution Agreement & conversion of EMD into Security Deposit.

If the distributor fails to commence operations within specified time, NCCF reserves the right to cancel the allotment and forfeit EMD/SD.

10. 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 withing 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 Guwahati. Subject to the arbitration mechanism, the courts at Guwahati 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.

11. 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 labour 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.

12. 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.

Annexures

Annexure I – Application Form

Basic entity details (Name, Address, PAN, GST, FSSAI, Registration type, Authorized signatory, Contact details).
Declaration of acceptance of tender terms.

Annexure II – Legal Documents Checklist

Certificate of Incorporation / Registration (Company/LLP/Cooperative/PACS). PAN, GST, FSSAI.
Affidavit of not being blacklisted.
ESI, PF, Shops & Establishments registration (if applicable).

Annexure III – Financial Documents Checklist

Warehouse details (location, capacity, ownership/lease documents, FSSAI license, fire NOC, pest control certificate).
Vans list (Make, Model, RC, Fitness, Insurance, PUC, GPS status).
Staff details (warehouse, drivers, sales, Nodal Officer).

Annexure V – Sales & Distribution Plan

- Route mapping (state/UT-wide coverage).
- Warehouse–Van–Consumer linkage.
- Manpower deployment.
- Consumer outreach & publicity strategy.

Annexure VI – MIS & Track & Trace Compliance

- Description of IT system (web/mobile app).
- Integration capability with NCCF portal.
- Data points captured (stock receipts, dispatches, invoices, GPS route logs, QR receipts).
- Sample screenshots / flowcharts (if available).

Annexure VII – Daily Sales & Stock Reporting Format

Date, State/UT	Van No	Opening Stock	Stock Lifted	Sales (Qty + Invoice No.),	Closing Stock,	Sale Proceeds Deposited (Txn Ref. No.)	Remarks

Annexure *VIII* – Vehicle Details

(To be submitted by Distributor for each van deployed)

Sl. No.	Vehicle Reg. No	Make/ Model	Year of Manufacture	Fitness Certificate Valid Till	Insurance Valid Till	PUC Valid Till	RC Copy Attached (Y/N)	GPS Device Installed (Y/N)	Driver Name & License No.	Remarks

Mandatory Attachments:

- Copy of RC Book.
- Valid Fitness Certificate.
- Valid Insurance Policy.
- Valid PUC Certificate.
- Proof of GPS installation (screenshot/activation report).
- Copy of Driver's License.

Annexure IX – Penalty Schedule

Nature of Violation	**Penalty Amount**	**Additional Action**
Non-submission of Daily Sales/Stock Report (T+1)	1,000 per missed report	Warning for repeated defaults
Delay in deposit of sale proceeds in one week	12% p.a. interest on delayed amount	Deduction from SD if habitual
Overcharging consumer (above prescribed MRP)	10% of allocation value	Forfeiture of SD & reduction in allocation
Diversion of stock / black marketing	Forfeiture of SD	Immediate termination & blacklisting
Non-compliance with MIS/GPS integration	5,000 per day of non-compliance	Suspension of allocations until resolved
Non-availability of minimum vans required	10,000 per van shortfall per month	Reduction in allocation
Poor hygiene/non-compliance with FSSAI norms at warehouse/van	25,000 per instance	Suspension until compliance

Refusal to cooperate with NCCF audit/inspection	50,000 per instance	Contract review

Annexure X– Distributor's Self-Declaration

I/We hereby declare that:

- I/We have not been blacklisted/debarred by any Government/PSU/Cooperative in the last 5 years.
- I/We shall strictly adhere to NCCF's prescribed MRPs and operational guidelines.
- I/We shall deposit 100% of daily sale proceeds into NCCF's designated account on T+1 basis.
- I/We shall comply with all statutory requirements (GST, FSSAI, PF, ESI, Labour Laws, etc.).
- All information/documents submitted are true and correct to the best of my/our knowledge.

Authorized
Signatory Name:
Designation:
Seal/Stamp:
Date:

Annexure XI – Consumer Grievance Reporting Format

Month	**State / UT**	**Van No.**	**No. of Complaints Received**	**Nature of Complaints**	**No. of Complaints Resolved**	**Corrective Action Taken**	**Pending Complaints**	**Remarks**

Annexure XII – Reconciliation of Stock & Sale Proceeds

Period:
From_To_____
State/UT:_____
Distributor Name:_____ Warehouse:

Date **Weekly/ Monthly Total**	**Opening Stock (Qty)**	**Stock lifted**	**Total available (qty)**	**Sales (Qty)**	**Sale value at MRP**	**Proceeded deposited in NCCF A/c (Rs)**	**Closing Stock (Qty)**	**Variance (Qty/Rs)**	**Remarks**

Certification by Distributor

I/We hereby certify that the above reconciliation statement represents the true and correct record of stock received, stock sold, proceeds deposited, and stock balance for the period. Any shortages/diversions, if identified, shall be recoverable from my/our Security Deposit as per NCCF terms**.**

Authorized Signatory:_____
Seal/Stamp:_____
Date: _____

Verification by NCCF Official

Verified with NCCF records, sale proceeds received, and physical stock position. Verified By:__
Designation:_____
Date: _____