

**AGRICULTURE MARKETING & PROCESSING
COOPERATIVE FEDERATION LTD.**

**2nd Floor, NCUI Campus, 3 Siri Fort institutional Area,
August Kranti Marg, Hauz Khas
New Delhi-110016**

Phone: - 91-9501756747

Email id: info@agrifedindia.com

Website: www.agrifedindia.com



EOI REF. No: AGRIFED/ EMP/MFG/005/2024-25

Dated: 19th March, 2023
Expression of Interest

Expression of Interest to work under the scheme of Bharat Atta, Bharat Rice, Bharat Dal. AGRIFED invites Expression of Interest (EOI) for millers/ Processors for empanelment with AGRIFED for processing of wheat and converting into ATTA and Rice.

List of EOI is invited is given below:

Manager (Marketing)
Head Office, AGRIFED

Cont.....2

AGREEMENT

This Agreement lays down the terms and conditions of milling, processing, transportation, packing and retailing of Bharat Atta, Bharat Dal (Chana Dal, Moong Sabut and Moong Dal), Bharat Rice/ Chawal agreed upon by AGRICULTURE MARKETINNG & PROCESSING COOPERATIVE FEDERATION LTD (AGRIFED) AND

This Agreement is executed on _____ day of _____, 2024.

BY AND BETWEEN

Agriculture Marketing & Processing Cooperative Federation Ltd. (AGRIFED) is an national level Cooperative Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at NCUI Complex Hauz Khas New Delhi-110016 / Concerned through its Managing Director, duly authorized, hereinafter referred to as the “AGRIFED” which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its representatives, nominees, affiliates, successors in business and permitted assigns of the **First Party**.

AND

.....
.....
.....
..... assigns of the
Second Party.

WHEREAS, the parties hereto decide to enter into this agreement to define and set forth the terms and conditions of milling, processing, transportation, packaging and retailing of Bharat Atta, Bharat Dal, Bharat Rice.

1. As per the Letter of Interest dated _____ by **SECOND PARTY** agreed to lift _____ MTS of Raw Chana, Raw Moong, Wheat and Rice from designated godowns and organize milling, processing, transportation and packing as per norms and guidelines of DFPD, GOI and SOP issued by AGRIFED. It is the responsibility of the second party to lift the material from the designated warehouses and get it transported, processed or milled and retailed to FSSAI Standards mentioned in the circulars issued by DFPD and SOP of AGRIFED.
2. The Second Party undertakes to remit the advance, the cost of raw material of Chana, Moong, Wheat and Rice to the First Party at the rate approved by GOI in the cost sheet and as approved by the First Party.

3. That the Second Party shall lift the consignment of un-milled raw chana, moong, wheat and rice from the warehouses of the Central Nodal Agencies and the same will be lifted, processed, milled, packed and transported to the retail static points and Retail outlets. The end product of Chana Dal shall be packed in 1 KG packing, Moong Dal and Moong Sabut in 1 KG packing and Atta in 10 KG packaging and Rice in 5KG and 10 KG packaging or as may be decided by the First Party.
4. The Second Party has to lift the material in time bound manner as per the schedule provided by AGRIFED and if any delay causes on part of the second party shall be sole responsibility of the second party and it shall be liable to bear the godown rent for any such delay and the penalty as per the final discretion of MD AGRIFED.
5. The Second Party shall supply the end products of Bharat commodities to the end consumers through retails points and mobile vans.
6. That the Second Party will provide all records related to the quantity lifted in case against the Delivery Order issued by the first party of each commodity, commodity processed/milled and the end product dispatched to the retail outlets and mobile vans. In case of violation appropriate penalty shall be initiated on the Second Party.
7. That the Second Party shall supply the finished/processed pulses (Chana Dal, Moong Dal, Moong Sabut), Rice and Atta strictly conforming the quality specifications and NABL accredited lab test reports along with physical sample of the processed Chana Dal, Moong Dal, Moong Sabut, Atta and Rice to be submitted two days before the supply to the designated Retail and Warehouses.
8. That the Second Party of this agreement is responsible to supply only good quality pulses (Chana Dal, Moong Dal, Moong Sabut), Atta and Rice strictly conforming to the prescribed standard and norms

of Food Safety and Standard Act, 2006, Food Safety and Standard (Packing and Labeling Regulation, 2011 more particularly Chapter 2 thereof) and in addition to this, all information as per the Legal Metrology Act, 2009. The rules and amendments in case of FSSAI, shall be accepted. The supply only confirming to the standard shall be accepted. The supply of Chana dal, Moong dal, Moong Sabut will be in HDPE (High Density Polythene) bags and in case of Atta and Rice it will be PP bags with designed logo defined by GOI.

i) The plastic used for packing of items should be of non-toxic material as well as of high quality. In case of Chana Dal, Moong Dal, Moong Sabut packing bag should contain 25 packets of 1 kg in 30 kg master bags. Declaration in this regard must be printed on each pack.

9. The Second Party undertakes that the quality of packed material should remain unchanged in respect of size, shape, quality, color and should be free from fungus and moulds etc. with product expiry for at least six months.

10. Chana Dal and Moong Dal and Moong Sabut will be branded as “BHARAT DAL” and Atta as “BHARAT ATTA” and Rice as “BHARAT RICE/BHARAT CHAWAL” as per design and specification approved by First Party as well as GOI. The MRP of Chana Dal is fixed for Rs. 60/- per Kg in One Kg Pack. The MRP of Moong Sabut is Rs. 93 per KG and Moong Dal is Rs. 107 per KG. The MRP of Atta is fixed for RS. 27.50 per KG and MRP of Rice is fixed at Rs. 29 per KG.

11. In case Second Party supplies Bharat Dal (Chana Dal, Moong Dal, Moong Sabut), Bharat Atta and Bharat Rice inter-state, then IGST provisions under GST Act & Provisions shall be applicable and billing shall be made accordingly by mentioning the GSTIN Number of First Party, so that Input Tax Credit (ITC) can be availed. In case, the Second Party supplies Bharat Dal (Chana Dal, Moong Dal, Moong Sabut), Bharat Atta and Bharat Rice within the State, the billing shall be made under the provisions of

GST Act & Provisions there under and shall have to mention the GSTIN number of First Party, so that Input Tax Credit can be availed.

12. The second party shall ensure that supplies of Chana Dal, Moong Dal, Moong Sabut, Bharat Atta and Bharat Rice are made under overall provisions of GST Act and rules made there under. In case of any mismatch leading to non-availability of Input Tax Credit (ITC) to first party, the first party shall have the right to deduct the amount on account of loss of tax credit along with interest and penalty if any from the due payments of Second party.
13. That it shall be the sole responsibility of the Second Party to intimate the First Party in case the stock of un-milled pulses (Chana Dal, Moong Dal, Moong Sabut), Unmilled wheat and Rice at the warehouses of Central Nodal Agency (NAFED/FCI/NCCF) is found below the above specified standards. If the Second Party fails to intimate the First Party appropriate penalty shall be initiated against the Second Party.
14. The officer authorized by First Party can inspect the warehouses and processing units in respect of un-milled/ milled stock of randomly.
15. That any question for the revision of the rate offered by Second Party for the supply of Bharat Dal (Chana Dal, Moong Dal, Moong Sabut) Bharat Atta and Bharat Rice, due to price fluctuations in international and domestic market or for any other reason during the existence of present agreement will not be entertained by the First party and the Second party shall have to complete the supplies at the rates and conditions as agreed to by the Second Party as per terms and conditions mutually agreed upon. In case of any major future price variations amongst states, commodities due to any reason, First Party should receive request in writing and in timely manner. Any rate change is sole

discretion of First party and shall not be effective until agreed and approved by First Party in writing.

16. That the Second Party shall strictly abide by the terms and conditions as per the guidelines and SOP defined by DFPD, GOI and the instructions issued by the First Party from time to time. In the event, of non-fulfillment of any of the conditions of the agreement by the second PARTY, then the MD AGRIFED shall have the right to cancel the agreement, forfeit any due amount of the Second available with the First Party and the First Party shall have also the right to debit/Blacklist the Second PARTY.

17. It is the sole discretion of the First Party to allocate the raw material to the Second Party as per the availability of the stock with the GOI.

18. Responsibilities of Second Party towards the retailing of Bharat Dal, Bharat Atta and Bharat Rice:-

- i) The scheme is mainly to sell Chana Dal, Moong Dal and Moong Sabut under the brand name of “BHARAT DAL” and Atta under the brand name of “BHARAT ATTA” and rice under the brand name “BHARAT RICE” using logo as decided/approved by GOI.
- ii) The MRP of all Bharat commodities would be same as defined and approved by the Ministry of Consumer Affairs, Department of Food and Public Distribution, Government of India.
- iii) The Second Party will sell the final products through mobile vans/Retail Outlets, will meet out all the expenses like van charges, freight etc. from the sale of the commodities. No loss will be borne by AGRIFED.
- iv) The printing of banners will be in bilingual language (in Hindi and English) and will show the brand image of AGRIFED exclusively with the details approved by GOI/AGRIFED.
- v) The Second Party will put the board /hoardings mentioning the MRP of the commodities as per guidelines and SOP defined by DFPD, GOI.

- vi) Notarize undertaking would be submitted by the Second Party (on judicial stamp paper of Rs.500/- as per the given format) that the commodities supplied shall be distributed of the entire quantity of the commodities under the Bharat Brand source up to the retail point and ensure the same is not retailed over and above the specified MRP.
- vii) It is the sole responsibility of the Second Party to submit CA certified statement of stock of "Bharat Dal", "Bharat Atta" and "Bharat Rice" received and "Bharat Dal", "Bharat Atta" and "Bharat Rice" sold by the buyer / reseller with party-wise transaction details.
- viii) Statement of sales of the "Bharat Dal", "Bharat Atta" and "Bharat Rice" to the re-sellers (wholesalers/dealers), with details like transaction qty., rate, details of resellers (name of firm, name & contact details of authorized person), delivery location, truck number. All details to be supported by documents like copy of GST invoices & e-way bills. KYC of the reseller, pictures with GPS enabled of the loaded trucks, truck weighment slips, etc. The statement has to be provided to the First Party along with a duly certified copy from CA.
- ix) The Second Party will be responsible to ensure that at each retail point, promotional banners of "Bharat Dal", "Bharat Atta" and "Bharat Rice" are suitably placed to create awareness and wide publicity among the consumers regarding the availability of the above-mentioned commodities. The cost towards printing & supplying of the banners to re-sellers/retailers will be in scope of the Second Party. It should also provide GPS enabled pictures of the retail shops (name & address of the retail should be clearly visible) along with the "Bharat Dal", "Bharat Atta" and "Bharat Rice" banner placed as supporting documents.
- x) The Second Party shall be responsible for collecting the required supporting documents from the resellers/ retailers and submit to the First Party.

19. In case of any ambiguity/dispute in the interpretation of any the clauses in the agreement, AGRIFED's interpretation of the clauses shall be final and binding on both the Second.

20. The First Party at its sole discretion would depute officials of AGRIFED to visit and inspect the premises, warehouses, milling units and retail points of Second Party at any given point of time to check the condition, hygiene, way of working, quality of the products, branding, record keeping or any which the officials may deem important at the time of inspection.

21. It should be clearly understood by all the signatory parties to this agreement the First Party shall have the right to monitor the entire project.

22. Milling rates approved by AGRIFED as per the terms and conditions of the tender floated for the Bharat Dal and In case of Bharat Atta and Bharat Rice the milling rates shall be as per cost sheet and it shall be bound on the Second Party.

23. This Agreement constitutes its legal validity and binding **obligations**, enforceable against it, in accordance with the terms hereof, and its obligations under this agreement will be legally valid, binding and obligations enforceable against it in accordance with its terms.

24. **Billing Cycle:**

Second party agrees and confirms that it shall raise the bills as per the billing Cycle abide by the said SOP of the **First Party** and undertake the project.

Step 1- AGRIFED , First Party shall raise the invoice of Raw material to **Second Party** at price specifications mentioned in Annexures (of wheat, Dal, Rice). Second party to provide amount for raw material in advance to **AGRIFED and AGRIFED** will not bear any ches and tax charges.

Step 2- For Wheat and Rice

Second Party, post milling, packaging, transportation, (both inward & outward) and other processing etc shall sell the final products at mentioned rates and work as distributor/ retailer for **AGRIFED**. Second party should ensure proper GST compliance along with preparation of e-way bills etc to ensure legal and smooth movement of finished products.

For Dal - Second Party, post milling, packaging, transportation, (both inward & outward) and other processing etc shall raise Job work invoice to First Party at agreed rates. Second Party to ensure invoice and e-way bill is raised under Job work and is not classified as sale.

First party on receipt of Job work invoice, shall raise sale invoice to Second Party for further distribution or retailing at rates given by AGRIFED.

Step 3-

For Dal

AGRIFED, First Party shall add their respective margin and raise sale invoice to of finished goods to **Second Party** as per Annexures attached of this agreement.

Note – 1. Second party should comply with respective tax provision including (but not limited to) GST/ TDS laws.

2. **AGRIFED**, first party should make Job work payment to Second party on receipt of final invoice from second party.

3. Second party shall make the payment in advance manner as invoices raised by AGRIFED.

4. First Party should receive proceeds of scrap sale in advance from Second party, post which First party should raise valid invoice of such scrap sale.

4. Second party to make advance payments of raw materials of dal, wheat and rice before lifting of respective commodity per annexures attached.

5. Second party also to provide interest free refundable security deposit of Rs 2/ Kg for Rice, Dal and wheat, which can be used as revolving deposit.

6. All parties should submit necessary documents within 7 days after receiving the from the first part that is AGRIFED as in case if anyone fail to submit the same within 7 days penalty and the

security for fit clause shall be applicable on the second party who face to submit the document and then also give the document with invoices to ensure completion of transaction and accounting.

7. Margins for each party should be determined per annexures attached of this agreement.

8. Any additional costs like Insurance, road tax etc shall not be incurred by First Party and Second Party should be responsible for transit and storage risks. Hence, second party is advised to take necessary actions covering such risks attached.

25. The parties further agree and confirm that the Second Party will continue, making advance payments to the extent of the allocations made until event of the cancellation of this scheme for any reason whatsoever.

26. WHEREAS, it is the responsibility of the Second Party to distribute/retail/sell the end products to the end consumers as per norms and guidelines issued by GOI.

27. The Managing Director of AGRIFED of India Ltd. reserves the right to relax or impose any clause or condition in case of eventuality beyond the control of second and third party. That in case of any dispute, The Managing Director of AGRIFED or his nominee will be sole arbitrator and his/her decision will be binding on all the parties.

28. The First, Second Party shall make every effort to resolve mutually by direct informal discussions and negotiations, any disagreement or dispute arising between the parties or in connection with the agreement. If after thirty days from the commencement of such informal discussions and negotiations, The First, Second Party have been unable to resolve the disputes mutually; such disputes will be adjudicated and resolved in a Court of law in New Delhi. This Contract shall be governed by the Laws of India for the time being in force.

29. If at any time during the existence of the agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of, the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
30. The Second party if unable to fulfill its obligations under the present contract must within 7 days of occurrence of any of the causes mentioned in this clause's shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case India shall be sufficient proof of the existence of the above circumstances and their duration.
31. If the operation of such circumstances exceeds three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
32. This Agreement can be terminated by First Party by serving written notice of 10 days to Second Party, which notice shall be delivered by hand or through Registered Post to the address listed above or by email in case, of violation of any terms and conditions of the agreement. In case of major breach of contract, the said contract shall be terminated by First party from immediate effect and nothing shall remain pending (including payments/ documents etc) at second party's end while termination and handing over.

33. Further, if the parties to this agreement commit any breach of any Terms and Conditions of this Agreement, it shall be treated as an event of default and in such event Civil actions, Criminal actions and Penal actions will be initiated.
34. As per **track and trace mechanism**, QCI agency appointed by ministry will review quantity and quality parameters at each leg of supply chain (weightment slips, truck photos, indent DO/RO, miller premises, loading and dispatch end batch quality sampling at both ends. The agenda of this mechanism is crystal clear where Second Party needs to ensure the lifting to distribution stage to be monitored and own for any issues under a willful legal undertaking on quality and quantity to be ensured.
35. That the branches will be a part of this scheme either individually or with the Head Office, AGRIFED. All the activities performed by the branch will be appraised to Head Office, AGRIFED.
36. This Agreement shall be governed by the laws of India.

SIGNED AND DELIVERED BY THE PARTIES

On Behalf of AGRIFED of India Ltd., (First Party)

Managing Director AGRIFED

Witness:

1.

2.

On Behalf of (Second Party) Ms

Witness:

1.

2.

AFFIDAVIT

(on stamp paper)

I, Shri _____ S/O Shri _____
resident of

_____ do hereby solemnly affirm
and declare under:

1- That I am Proprietor/ Partner/ Managing Director/ Chairman of M/s.

_____ and I am authorized and competent to file this affidavit to the AGRIFED on behalf of the above-named company.

- 2- That we will work act as Marketing & Distribution Partner for the sale of the goods.
- 3- That the rates quoted by us are the lowest and most competitive in comparison to similar products in the market. We shall be solely responsible for any complaint regarding rate/ quality of items supplied by us and we undertake to bear any associated losses.
- 4- That neither I nor any Partner/ Director/ Officer of our concern is related with any Director/ Officer/ employee of AGRIFED.
- 5- That in case of any dispute relating to this offer/ Contract/ supply, the matter shall be referred to Sole Arbitration of the Managing Director AGRIFED or his nominee who shall act as the Arbitrator. The decision of the Arbitrator will be final and binding on us.
- 6- That the information and documents given with the application to the AGRIFED for our registration with AGRIFED as approved supplier are true and correct. In case any discrepancies are found, we should be solely responsible for the same.

DEPONENT

VERIFICATION:

Verified at _____ on this day _____ of _____, that the content of above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed and fabricated in the information provided in the application form for registration as supplier of the AGRIFED.

DEPONENT

AFFIDAVIT

(on stamp paper)

I, Shri _____ S/O Shri _____
resident of

_____ do hereby solemnly affirm
and declare under:

1- That I am Proprietor/ Partner/ Managing Director/ Chairman of M/s.

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