NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LTD.
SRINAGAR BRANCH

EOI No.: NCCF/Sgr/Seeds/2026-27/ Date: 18.09.2026

EXPRESSION OF INTEREST (EOI)
FOR SUPPLY OF PEAS & BARSEEM SEEDS – RABI 2026-27

National Cooperative Consumers' Federation of India Ltd. (NCCF), Srinagar Branch invites Expression of Interest (EOI) from eligible and experienced Seed Suppliers/Vendors/Cooperative Societies/Authorized Agencies for supply of Peas and Barseem seeds against the requirement of the Department of Agriculture, Kashmir.

1. REFERENCE

This EOI is issued with reference to the Supply Order issued by the Joint Director Agriculture Inputs, Kashmir vide No. JDAI/dev/2026-27/2287-30 dated 12.09.2026, pursuant to approval of Director Agriculture vide No. Agri/Plan/2026-27/2311 dated 09.09.2026 and the rates/offer furnished by NCCF vide No. NCCF/Sgr/Rates/093 dated 27.08.2026.

DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings assigned to them:

(a) **"NCCF"** means the National Cooperative Consumers' Federation of India Ltd., including its Head Office, Regional Offices/Branches and authorized representatives.

(b) **"Bidder"** means the entity submitting its bid in response to this EOI and includes its legal successors and permitted assigns.

(c) **"Successful Bidder" / "Supplier"** means the Bidder whose bid is accepted by NCCF/through GeM and to whom the Purchase/Supply Order or Letter of Award is issued.

(d) **"Backing Mill"** means the jute mill/manufacturer declared by the Bidder for manufacture and supply of the gunny bags under the present EOI.

(e) **"Goods"** means New B-Twill Jute Gunny Bags conforming to the technical specifications, BIS requirements and other conditions specified in the EOI/GeM Bid.

(f) **"Contract"** means the GeM bid/Reverse Auction terms, accepted bid, Purchase/Supply Order, Letter of Award and all annexures/corrigenda forming part thereof.

(g) **"Delivery"** means delivery of conforming Goods at the designated destination(s), together with all required documents, subject to inspection and acceptance in accordance with the Contract.

(h) **"Working Day"** means a day other than a Saturday, Sunday or public holiday applicable at NCCF Head Office, New Delhi.

EARNEST MONEY DEPOSIT

(a) The Bidder shall furnish Earnest Money Deposit (EMD)/Bid Security of **₹ 1,70000/-** in the prescribed manner.

(b) The EMD shall remain valid for at least 90 days beyond the validity of the bid.

(c) The EMD may be forfeited, subject to applicable procedure, where the Bidder:
(i) withdraws or modifies its bid during the validity period;
(ii) submits false or misleading information;
(iii) refuses to accept the Supply Order after award;
(iv) fails to furnish the required Performance Security within the stipulated period; or
(v) commits any other act warranting forfeiture under the applicable procurement conditions.

(d) EMD of unsuccessful Bidders shall be refunded/released in accordance with the applicable procurement procedure.

(e) No interest shall be payable on the EMD.

PERFORMANCE SECURITY

(a) The successful Bidder shall furnish Performance Security equivalent to __Nil__% of the total value of the Supply Order/Contract within - Nil days from the date of issue of the Letter of Acceptance/Supply Order.

(b) The Performance Security shall be in the form prescribed by NCCF and shall remain valid for the entire period of contractual performance and for such additional period as may be specified by NCCF.

(c) NCCF shall have the right to invoke/adjust the Performance Security towards any amount lawfully recoverable from the Supplier on account of contractual default, rejected goods, risk-and-cost procurement, liquidated damages, penalties, losses or other contractual dues.

(d) The Performance Security shall be released after satisfactory completion of the contractual obligations, subject to adjustment/recovery of all outstanding dues and applicable warranty/quality obligations.

(e) No interest shall be payable on the Performance Security.

2. SCOPE OF WORK

- Supply of Peas Seed – Variety GS-10, quantity 800 Qtl, and Barseem Seed – Variety Mascavi, quantity 50 Qtl, or such quantity as finally ordered by NCCF.
- Procurement, packing, transportation and delivery of the required seeds at F.O.R. Lal Mandi/JD Input, Srinagar, or any other destination communicated by NCCF/concerned Department.
- Supply of fresh, certified/approved quality seed conforming to prescribed specifications, statutory standards and the Department's requirements.
- Submission of all required licences, certificates, test reports, invoices, batch/lot details and other documents.

□□Replacement, at supplier's risk and cost, of any rejected/non-conforming quantity.

3. COMMODITY & QUANTITY

S. No.	Crop	Variety	Quantity
1	Peas	GS-10	800 Qtl
2	Barseem	Mascavi	50 Qtl

4. ELIGIBILITY

The Bidder shall be a legally constituted and duly registered entity/person/cooperative society/authorised agency competent to undertake the proposed supply.

The Bidder shall possess and maintain valid licences, registrations, permissions, certificates and authorisations required under applicable laws for procurement, storage, sale, distribution and supply of seeds.

The Bidder shall submit valid copies of its PAN, GST Registration Certificate, seed licence/registration/certification and registration/incorporation documents, as applicable.

The Bidder shall have adequate financial, technical, logistical and operational capacity to supply the required quantity within the stipulated delivery period.

The Bidder shall submit details of relevant previous experience and copies of satisfactory supply orders/completion certificates, wherever required by NCCF.

The Bidder shall not have been blacklisted, debarred or banned by any Government Department, Government agency, PSU, statutory body or cooperative organisation, subject to applicable rules and procedure.

The Bidder shall not be insolvent, bankrupt, under liquidation or subject to any proceedings which materially affect its ability to perform the proposed contract.

The Bidder shall disclose any material litigation, arbitration or regulatory proceedings which may materially affect its ability to perform the Supply Order.

The Bidder shall disclose any actual or potential conflict of interest with NCCF, the Department or personnel involved in the procurement process.

NCCF shall have the right to independently verify any document, certificate, licence, authorisation, declaration or information furnished by the Bidder.

Any false statement, concealment of material information or submission of forged/fabricated documents shall constitute a material breach and may result in rejection of the offer, cancellation of the Supply Order, forfeiture/recovery of security and initiation of appropriate legal/administrative action.

□□Vendor/Cooperative Society must be legally constituted/registered and authorized to deal in/supply seeds, wherever such authorization is required.
□□Valid GST, PAN and applicable seed licence/registration/certification shall be furnished.
□□Bidder shall have adequate capacity and experience to execute the required supply.
□□Bidder shall not have been blacklisted/debarred by any Government Department, PSU, statutory body or cooperative organization, subject to declaration and applicable rules.
□□Bidder shall submit an undertaking accepting the EOI conditions and the terms of the resultant Supply Order/Agreement.
□□where the Bidder is an authorised distributor/dealer, submit a valid authorisation from the manufacturer/producer/certified seed producer;

TECHNICAL SPECIFICATIONS AND QUALITY REQUIREMENTS

5.1 The Seeds supplied shall strictly conform to the variety, class/category, quality parameters, germination percentage, physical purity, genetic purity, moisture content, permissible limits of other crop seeds/weed seeds, packing requirements and other specifications prescribed by the Department/NCCF and set out in the applicable Supply Order/Technical Specifications.

5.2 The Supplier shall supply only genuine, fresh, healthy, viable, disease-free and properly processed Seeds suitable for the intended agricultural purpose.

5.3 The Seeds shall comply with all applicable provisions of the Seeds Act, Seeds Rules, Seeds Control Order and other applicable laws, rules, notifications and standards, as amended from time to time.

5.4 Each lot/batch supplied shall be accompanied by all prescribed certification tags, test reports, batch/lot details, packing details, production/processing information and other statutory documents.

5.5 The Supplier shall not supply expired, deteriorated, damaged, adulterated, contaminated, misbranded or otherwise non-conforming Seeds.

5.6 NCCF shall have the right to reject any lot or quantity which does not conform to the prescribed specifications.

5.7 The Supplier shall remain responsible for the quality and conformity of the Seeds notwithstanding any prior inspection, testing, acceptance or payment by NCCF/Department.

PACKING, MARKING AND LABELLING

6.1 The Seeds shall be packed in sound, new, clean, moisture-resistant and tamper-evident packing suitable for storage and transportation.

6.2 Each package shall bear all mandatory particulars prescribed under applicable law and the specifications of NCCF/Department, including, wherever applicable:

(a) name of crop;

(b) variety;

(c) seed class/category;

(d) lot/batch number;

(e) date of testing/processing/packing;

(f) minimum germination and purity particulars;

(g) validity period;

(h) net weight;

(i) name and address of producer/supplier;

(j) certification/quality tag details; and

(k) such other particulars as may be legally required.

6.3 The Supplier shall be solely responsible for any consequences arising from incorrect, incomplete, misleading or non-compliant labelling or packing.

5. GST COMPLIANCE

□□The bidder shall maintain valid GST registration wherever applicable and shall comply with all provisions of the GST Act and Rules.
□□GST invoices/e-invoices/e-way bills and other statutory documents shall be furnished wherever applicable.
□□Any tax liability, interest, penalty or loss arising due to incorrect/non-compliant GST documentation attributable to the supplier shall be borne by the supplier, subject to applicable law.
□□NCCF shall be entitled to make statutory deductions and comply with applicable tax requirements.
□□

PRICE, TAXES, DUTIES AND OTHER CHARGES

9.1 The Bidder shall quote its rate clearly indicating the basic price, GST and all other applicable taxes/charges separately.

9.2 Unless otherwise specifically provided in the Supply Order, the accepted basic rate shall be firm and shall include all costs of procurement, packing, testing, certification, loading, transportation, unloading, insurance and other incidental expenses necessary for complete delivery.

9.3 No claim for increase in price shall be entertained on account of increase in cost of seeds, labour, packaging, fuel, transportation or any other input during the contractual period, unless specifically provided in the Supply Order.

9.4 Statutory taxes/duties shall be dealt with in accordance with applicable law and the terms of the Supply Order.

9.5 Any additional tax liability, interest, penalty, denial/loss of eligible input tax credit or other financial loss suffered by NCCF due to incorrect/non-compliant tax documentation attributable to the Supplier shall be recoverable from the Supplier, subject to applicable law.

9.6 NCCF shall make statutory deductions, including TDS and other applicable deductions, as required under law.

6. QUALITY, PACKING & SHELF LIFE (Comment: Please ensure that the Serial Numbering is correct)

□□Seeds shall be fresh, healthy, disease-free and fit for the intended agricultural use and shall conform to applicable Seed Act/Rules and prescribed Department specifications.
□□Packets shall bear mandatory particulars including crop, variety, lot/batch number, packing date, validity, germination/purity particulars and other statutory declarations.
□□Minimum remaining shelf life at the time of delivery shall be 9 months, unless a different requirement is prescribed by the Department/Supply Order.
□□Quality testing/pre-test/post-supply testing may be carried out by an authorized laboratory/agency. Supply shall be subject to satisfactory quality acceptance.

7. EOI / EOI SUBMISSION

The EOI shall be submitted in sealed cover/through the mode notified by NCCF Srinagar Branch, along with the prescribed documents, signed and stamped EOI, technical/eligibility documents and financial quotation/rate offer, wherever called for.

8. EOI / EOI SUBMISSION & IMPORTANT DATES

Date & Time of Start of Submission	29.09.2026 at _NCCF , 37-38, LALMANDI SRINAGAR _
Last Date & Time for Submission of Bid/EOI	03.10.2026 up to 2_:00 PM
Date & Time of Opening of Bids	04.10 .2026 at 12:00 PM
Place/Mode of Submission	NCCF Srinagar Branch
Place/Mode of Opening	NCCF Srinagar Branch
Delivery Location	JD Inputs, Lal Mandi, Srinagar
	Tender fees 1000/-

9. DOCUMENTS TO BE SUBMITTED

□□PAN Card
□□GST Registration Certificate, wherever applicable
□□Seed licence/registration/certification, wherever applicable
□□Registration certificate of Cooperative Society/Firm
□□Experience/supply orders, if applicable
□□Quality/test/certification documents

□□Bank details and cancelled cheque
□□Non-blacklisting/debarment declaration
□□Signed and stamped copy of EOI and all required undertakings
□□Financial quotation/rate offer in the prescribed format
□□Any other relevant and material documents

10. EVALUATION OF BIDS

Bids shall be evaluated in stages: (i) scrutiny of eligibility and mandatory documents; (ii) technical/quality compliance and sample/test documents, where required; and (iii) financial evaluation of technically qualified and acceptable bidders. NCCF may seek clarification/documentary confirmation where permissible. Selection/finalization shall be subject to applicable procurement rules, Department requirements and approval of the competent authority.

The lowest rate shall not by itself create an automatic right to award; the final decision shall be based on compliance with the EOI, quality, quantity, delivery capability, applicable procurement provisions and competent approval.

11. RATE, TAXES & DELIVERY

Rates shall clearly specify basic price, GST and other applicable charges. Unless otherwise stated in the final Supply Order, the quoted rate shall cover all costs necessary for delivery at the designated destination. Delivery shall be completed within the period stipulated by NCCF/Department.

12. BANK DETAILS OF NCCF – SRINAGAR BRANCH

Account Name NCCF of India Ltd. – Srinagar Branch

Bank Name _____Jammu & Kashmir Bank Ltd _____

Branch _____SSI Lal Chowk Srinagar._____

Account No. _____0777010100000757_____

IFSC Code _____JAKA0SSISGR_____

EMD/EOI fee, if applicable, shall be deposited only through the bank account/mode specifically notified by NCCF in the final EOI.

SAMPLING, TESTING AND QUALITY ACCEPTANCE

(a) NCCF or its authorised representative may draw representative samples from each lot/batch at any stage before or after delivery.

(b) Samples may be sealed and sent to a Government laboratory, notified seed testing laboratory, accredited laboratory or any other laboratory authorised by NCCF if required.

(c) The cost of sampling, testing, transportation of samples and re-testing, wherever attributable to the Supplier or required due to failure/non-conformity, shall be recoverable from the Supplier.

(d) In case any lot fails to conform to the prescribed specifications, NCCF shall have the right to reject the entire lot or such quantity as may be determined in accordance with the applicable specifications/procedure.

(e) The Supplier shall replace rejected material at its own risk and cost within the period specified by NCCF.

(f) Payment, inspection or provisional acceptance shall not constitute a waiver of NCCF's right to take action against latent defects, adulteration, misbranding, incorrect variety, deterioration or any non-conformity subsequently detected.

(g) The decision of the authorised testing agency regarding conformity shall be binding for purposes of acceptance, subject to any statutory right of appeal/re-testing available under applicable law.

DELIVERY, TRANSPORTATION, TRANSIT RISK AND TITLE

8.1 The Supplier shall complete delivery of the ordered quantity within 10-15 days from the date of the Supply Order or within such other period as may be specified by NCCF/Department.

8.2 Delivery shall be made at F.O.R. Lal Mandi/JD Input, Srinagar, or such other destination as may be specified in writing by NCCF.

8.3 The Supplier shall be responsible for loading, transportation, unloading, handling and all other expenses incidental to delivery unless otherwise specifically provided in the Supply Order.

8.4 All risk of loss, theft, deterioration, contamination, damage or destruction of the Seeds during transportation and until delivery and acceptance shall remain with the Supplier.

8.5 The Supplier shall obtain adequate transit insurance covering the Seeds up to the point of delivery, wherever applicable, at its own cost.

8.6 Delivery shall be supported by duly signed delivery challans, invoices, transport documents, e-way bill, batch/lot details and such other documents as may be required.

8.7 No delivery shall be treated as complete merely upon unloading unless the prescribed delivery and acceptance requirements have been fulfilled.

13. PAYMENT TERMS

□□Payment shall be processed against satisfactory delivery, inspection/acceptance and submission of complete invoice and supporting documents.
□□Where the procurement is undertaken on a back-to-back basis against the Department's order, payment to the supplier shall be subject to receipt of corresponding funds by NCCF, as provided in the Supply Order/Agreement. The Vendor shall not claim the payment not received to NCCF.
□□No Advance Payment shall be made by NCCF.
□□NCCF may deduct/set off applicable statutory deductions, liquidated damages, penalties, recovery, rejection/replacement costs and other lawful dues from bills/security.

□□Payment shall be processed only against actual quantity duly delivered, inspected and accepted by NCCF/Department and upon submission of complete and correct invoice and supporting documents.
□□The Supplier shall submit, as applicable:
□□(a) tax invoice;
□□(b) delivery challan;
□□(c) e-way bill;
□□(d) test/quality certificates;
□□(e) batch/lot details;
□□(f) acceptance/inspection certificate;
□□(g) bank details; and
□□(h) any other document required by NCCF/Department.
□□No payment shall be made for rejected, damaged, short-supplied, non-conforming or unaccepted quantity.
□□NCCF shall be entitled to withhold or deduct from the Supplier's bills any amount legally recoverable towards liquidated damages, penalties, rejection/replacement costs, risk-and-cost procurement, statutory deductions or other contractual dues.
□□Where the procurement is expressly undertaken on a back-to-back basis against the Department's Supply Order, payment to the Supplier shall be subject to the corresponding terms and receipt of funds by NCCF, to the extent specifically provided in the Supply Order/Agreement.
□□No interest shall be payable on any amount withheld due to incomplete documentation, quality dispute, rejection, statutory non-compliance or any bona fide dispute regarding the Supplier's entitlement.
□□Payment shall not constitute final acceptance or waiver of NCCF's rights in respect of latent defects, warranty obligations or subsequent quality failures.
□□

14. INSPECTION, REJECTION & REPLACEMENT

NCCF/concerned Department may inspect and test the seeds before or after delivery. Any material failing prescribed quality, variety, packing, labelling or test requirements shall be rejected. The supplier shall replace rejected material at its own cost within the time stipulated by NCCF.

15. LIQUIDATED DAMAGES

15.1 If the Supplier fails to deliver the ordered quantity within the stipulated delivery period, NCCF may levy Liquidated Damages at the rate of **0.5%** per week of the value of the delayed quantity for each week or part thereof of delay, subject to a maximum of 5% of the value of the delayed quantity/total Supply Order, as specified in the Supply Order.

15.2 Levy of Liquidated Damages shall be without prejudice to NCCF's other contractual rights, including rejection, risk-and-cost procurement and termination, where permissible under the Contract.

15.3 Extension of delivery period shall not be treated as automatic and shall be valid only when granted in writing by the competent authority.

15.4 NCCF may recover Liquidated Damages from pending bills, Performance Security or any other amount payable to the Supplier.

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16. RISK & COST PURCHASE

12.1 If the Supplier fails to supply the required quantity within the stipulated period, fails to replace rejected/non-conforming Seeds or otherwise fails to perform its contractual obligations, NCCF may, after giving such notice as may be required under the Contract, procure the whole or part of the outstanding requirement from an alternative source at the risk and cost of the defaulting Supplier.

12.2 The Supplier shall be liable for the additional expenditure incurred by NCCF in procuring the substitute quantity, including the difference between the contracted rate and the substitute procurement rate and other recoverable expenses attributable to the default.

12.3 Such recovery may be made from pending bills, Performance Security, EMD or any other amount payable to the Supplier, subject to applicable law and contractual procedure.

12.4 Exercise of the risk-and-cost purchase provision shall be without prejudice to NCCF's other contractual and legal remedies

WARRANTY, REPLACEMENT AND RECALL

13.1 The Supplier warrants that every lot of Seeds supplied shall be genuine, of the specified variety and class/category, fresh, viable, properly packed and labelled and conforming to the prescribed quality and statutory requirements.

13.2 If any lot is found to be defective, adulterated, contaminated, incorrectly labelled, of an incorrect variety, inadequately germinating or otherwise non-conforming, the Supplier shall, at its own risk and cost, replace the affected quantity within the period specified by NCCF.

13.3 NCCF may, at its option, require refund of the price paid for the rejected quantity instead of or in addition to replacement, where permissible.

13.4 The Supplier shall bear all reasonable expenses relating to removal, transportation, testing, replacement, disposal and other consequential handling of rejected Seeds attributable to the Supplier.

13.5 If any lot is subsequently found to pose a quality or statutory concern, the Supplier shall immediately cease further supply of such lot and, upon NCCF's direction, arrange withdrawal/recall and replacement of the affected quantity.

13.6 Acceptance or payment shall not extinguish the Supplier's obligations in respect of latent defects, adulteration, misbranding, incorrect variety or other non-conformity subsequently discovered.

INDEMNITY

14.1 The Supplier shall indemnify and keep indemnified NCCF, its officers and authorised representatives, to the extent permissible under law, against losses, claims, liabilities, damages, penalties, costs and expenses arising out of or relating to:

(a) breach of the Contract;

(b) supply of defective, adulterated, contaminated or non-conforming Seeds;

(c) violation of applicable laws, rules or statutory requirements by the Supplier;

(d) false, forged or misleading documents/certificates;

(e) negligence, wilful misconduct or fraudulent act of the Supplier;

(f) third-party claims arising from the Supplier's acts or omissions; and

(g) any statutory demand, penalty or financial loss attributable to the Supplier's default.

14.2 The Supplier shall, at its own cost, defend and assist NCCF in responding to any claim arising from matters covered by this indemnity.

14.3 The indemnity shall survive expiry or termination of the Supply Order to the extent necessary to give effect to claims arising from acts or omissions occurring during the contractual period.

ASSIGNMENT AND SUB-CONTRACTING

15.1 The Supplier shall not assign, transfer, novate or otherwise dispose of the whole or any part of its rights or obligations under the Supply Order without the prior written approval of NCCF.

15.2 No sub-contracting of the principal supply obligation shall be permitted without prior written approval of NCCF.

15.3 Where transportation, loading/unloading or incidental activities are outsourced with NCCF's approval, the Supplier shall remain fully responsible for the acts and omissions of its subcontractors and shall ensure their compliance with all applicable contractual and statutory requirements.

CONFLICT OF INTEREST AND INTEGRITY

16.1 The Bidder/Supplier shall not engage in any corrupt, fraudulent, collusive, coercive or obstructive practice in connection with the procurement or Contract.

16.2 The Bidder/Supplier shall not offer, give, solicit or accept any gratification, commission, gift, inducement or other improper advantage in connection with the procurement.

16.3 The Bidder shall immediately disclose any actual or potential conflict of interest arising during the procurement or contractual period.

16.4 Any material misrepresentation, collusion, bribery, corruption, fraudulent practice or suppression of material facts shall constitute a material breach and may result in rejection of the bid, cancellation/termination of the Supply Order, recovery of losses and such other action as may be permissible under applicable law and NCCF procedure.

DEPARTMENTAL REQUIREMENT AND BACK-TO-BACK PROCUREMENT

17.1 The procurement covered by this EOI is being undertaken against the requirement/Supply Order of the Department.

17.2 The quantity indicated in the EOI is subject to the final requirement and written Supply Order issued by NCCF.

17.3 In the event the Department modifies, reduces, defers, suspends or cancels its requirement/Supply Order, NCCF shall be entitled to correspondingly modify, reduce, defer, suspend or cancel the Supplier's Supply Order, subject to the terms of the Contract and payment for quantities duly supplied and accepted.

17.4 The Supplier shall not have any independent right or claim against the Department merely by virtue of its contract with NCCF unless a separate contractual relationship has been created between the Supplier and the Department.

17.5 The Supplier shall comply with all obligations relating to quality, delivery, documentation, inspection and other matters to the extent incorporated by NCCF from the Department's requirements into the Supply Order.

17.6 Nothing contained in this clause shall relieve NCCF of any obligation expressly and independently undertaken by NCCF under the final Supply Order/Agreement.

17. CORRUPT OR FRAUDULENT PRACTICES

□□The bidder/supplier shall not engage in corrupt, fraudulent, collusive or coercive practices in connection with the EOI or resultant contract.
□□Submission of forged, fabricated, false or misleading documents/information shall constitute a material breach.
□□NCCF may reject the bid, cancel the order/contract, forfeit security where applicable, recover losses and initiate legal/administrative action in accordance with applicable law/rules.

18. BLACKLISTING / DEBARMENT

NCCF may initiate blacklisting/debarment proceedings in accordance with applicable rules in cases of fraud, submission of false documents, serious quality violations, persistent default, corrupt/collusive practices or other serious contractual misconduct. The supplier shall be afforded such notice/opportunity as required under the applicable procedure.

19. TERMINATION FOR DEFAULT

18.1 NCCF may terminate the Supply Order/Agreement, wholly or partly, by written notice if the Supplier:

(a) fails to supply within the stipulated period;

(b) repeatedly supplies rejected/non-conforming Seeds;

(c) fails to replace rejected material;

(d) supplies adulterated, contaminated, expired or incorrect-variety Seeds;

(e) submits false, forged or misleading documents;

(f) loses or has suspended/cancelled any licence essential for performance;

(g) becomes insolvent or enters liquidation;

(h) engages in fraud, corruption, collusion or other serious misconduct;

(i) assigns/subcontracts the Contract without approval; or

(j) commits any other breach and fails to remedy the same within the period specified in the notice.

18.2 Termination shall be without prejudice to NCCF's right to recover damages, Liquidated Damages, risk-and-cost differential, losses and other amounts lawfully recoverable.

20. TERMINATION FOR CONVENIENCE

19.1 NCCF may, for administrative, operational, financial, departmental or other legitimate reasons, terminate or reduce the Supply Order, wholly or partly, by giving written notice to the Supplier in accordance with the terms of the Supply Order.

19.2 In such event, NCCF shall make payment only for the quantity actually supplied and accepted up to the effective date of termination, together with such other amount, if any, expressly payable under the Contract.

19.3 The Supplier shall not be entitled to claim loss of anticipated profit, consequential loss or compensation for the unexecuted portion of the Supply Order merely on account of termination for convenience.

19.4 Any advance, excess payment or amount recoverable from the Supplier shall be refunded/adjusted forthwith.

21. FORCE MAJEURE

20.1 Neither party shall be liable for failure or delay in performing its contractual obligations to the extent such failure or delay is directly caused by a Force Majeure event beyond its reasonable control and which could not reasonably have been prevented or overcome.

20.2 Force Majeure may include natural calamity, flood, earthquake, fire, war, riot, epidemic/pandemic, governmental prohibition/restriction or other events of a similar nature recognised under applicable law.

20.3 The affected party shall notify the other party in writing within 90 days of occurrence of the Force Majeure event and shall provide reasonable documentary evidence and details of the anticipated impact.

20.4 The affected party shall take all reasonable steps to mitigate the effect of the Force Majeure event and resume performance at the earliest possible opportunity.

20.5 Ordinary market fluctuations, increase in prices, shortage of funds, failure of a Supplier's subcontractor, non-availability of goods due to ordinary commercial reasons or financial difficulty shall not constitute Force Majeure.

20.6 If the Force Majeure event continues for more than 90 days and materially affects performance, NCCF may terminate the affected portion of the Supply Order without liability for unexecuted supplies

22. LEGAL & AUDIT PROTECTION CLAUSE

□□All records, invoices, quality certificates, test reports, delivery challans, correspondence and other documents relating to the supply shall be maintained by the supplier and produced to NCCF, the concerned Department, statutory authorities or auditors whenever lawfully required.
□□NCCF shall have the right to verify documents, quantities, quality and payments connected with the supply. The supplier shall cooperate with audit/inspection by competent authorities.
□□The supplier shall indemnify NCCF, to the extent permitted by law, against losses, claims, penalties, damages and expenses arising from the supplier's breach of law, defective/non-conforming goods, negligence, fraudulent acts or failure to comply with statutory requirements.
□□Nothing in this clause shall restrict any statutory power of Government, audit authorities, courts or other competent authorities.

23. DISPUTE RESOLUTION / ARBITRATION

22.1 Any dispute, difference or claim arising out of or in connection with the Supply Order/Agreement shall, in the first instance, be referred to the authorised representatives of NCCF and the Supplier for amicable resolution.

22.2 If the dispute is not resolved amicably within 30 days from the date of reference, the same may be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

22.3 The arbitration shall be conducted by a Sole Arbitrator mutually appointed by the parties in accordance with applicable law. In the event the parties fail to agree upon the appointment within the prescribed period, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.

22.4 The seat and venue of arbitration shall be Srinagar,J&K India.

22.5 The language of arbitration shall be English.

22.6 The Supplier shall continue to perform its undisputed contractual obligations during pendency of the dispute unless otherwise directed by NCCF or the competent authority.

22.7 Nothing in this clause shall prevent NCCF from seeking interim or protective relief from a court of competent jurisdiction.

24. APPLICABLE LAW & JURISDICTION

23.1 The EOI and the resultant Supply Order/Agreement shall be governed by and construed in accordance with the laws of India.

23.2 Subject to the arbitration clause, courts having territorial and pecuniary jurisdiction at Srinagar J&K shall have jurisdiction over matters arising out of or in connection with the Supply Order/Agreement.

23.3 Nothing in this clause shall restrict any statutory power or jurisdiction of any Government authority, regulatory authority, court or other competent authority under applicable law.

24. NCCF'S RIGHTS

24.1 NCCF reserves the right, subject to applicable procurement provisions and approval of the competent authority, to accept or reject any or all offers, wholly or partly, without thereby creating any liability towards the Bidder.

24.2 NCCF may amend, clarify, postpone, suspend or cancel the procurement process and may issue corrigendum/addendum/clarification as considered necessary.

24.3 NCCF may increase or decrease the ordered quantity in accordance with the actual requirement of the Department and applicable procurement provisions.

24.4 NCCF may reject any offer where the Bidder fails to satisfy the eligibility, technical, quality, financial or statutory requirements.

24.5 Submission of an offer shall not create any contractual right, vested right or guarantee of award in favour of any Bidder.

24.6 NCCF shall not be responsible for any cost incurred by a Bidder in preparing or submitting its offer, attending discussions, arranging samples or participating in the procurement process.

NCCF reserves the right to accept or reject any or all bids/EOIs, wholly or partly, without assigning any reason, subject to applicable rules.
□□NCCF may amend, postpone, suspend or cancel the EOI process at any stage and may issue corrigendum/clarification.
□□NCCF may increase/decrease the quantity as per actual Department requirement and applicable procurement provisions.
□□Submission of EOI does not create any contractual right or guarantee of award.

. GENERAL CONDITIONS

25.1 Notices:
All notices under the Contract shall be issued in writing and may be delivered by hand, registered/speed post or official electronic communication to the address/email notified by the respective party.

25.2 Amendment:
No amendment, modification or variation of the Supply Order shall be valid unless made in writing and approved/signed by the duly authorised representative of NCCF.

25.3 Waiver:
Failure or delay by NCCF in exercising any right under the Contract shall not constitute a waiver of that right.

25.4 Severability:
If any provision of the Contract is held invalid or unenforceable by a competent authority, the remaining provisions shall continue to remain in force to the extent permissible under law.

25.5 Entire Contract:
The final Supply Order/Agreement together with the EOI, accepted quotation, specifications, annexures, corrigenda and written amendments shall constitute the entire contractual arrangement between NCCF and the Supplier in respect of the Supplies.

25.6 Survival:
Provisions relating to confidentiality, audit, indemnity, warranty, recovery, dispute resolution, applicable law and such other obligations which by their nature are intended to survive shall remain effective notwithstanding expiry or termination of the Contract.

25.7 No Waiver of Statutory Rights:
Nothing in the Contract shall be construed as restricting any statutory power, audit authority, regulatory power or legal remedy available to NCCF, the Department or any competent authority under applicable law.

25.8 No Assignment:
The Supplier shall not assign or transfer its contractual rights or obligations except with prior written approval of NCCF.

25.9 Confidentiality:
The Supplier shall keep confidential all non-public information received from NCCF/Department and shall not disclose the same except for performance of the Contract or where disclosure is required by law.

25.10 No Employer-Employee Relationship:
Nothing contained in the Contract shall create any employer-employee, partnership, agency or joint venture relationship between NCCF and the Supplier or its personnel.

27. ACCEPTANCE

By submitting the EOI, the bidder confirms that it has read, understood and accepted the terms and conditions of this EOI and agrees that the final Supply Order/Agreement shall govern the actual supply.

For and on behalf of
NCCF, Srinagar Branch

Authorized Signatory
Seal