



THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.

(A Govt. of India Enterprises)

CORPORATE MATERIALS

PD Administrative Building,

Udyogamandal P.O.,

Ernakulam Dist., Kerala State, INDIA PIN 683501

Phone: 0484-2568253, 25682568204

Fax: 0484-2545998; email: binduja@factltd.com;rishab@factltd.com

NOTICE INVITING GeM- TENDER

FACT INVITES ONLINE BIDS FROM Empanelment vendors of DBT Fertilizers for Supply,Deployment, Installation and Training of Point of Sale devices (PoS) in the states of Kerala, Tamil Nadu, Pudicherry, Karnataka, Andhra Pradesh and Telengana. The Location / Destinations for supply of devices will be intimated separately.

Description				
Quantity of PoS Devices	Total Number of PoS : 5400 Nos. State- wise requirement are given below. Locations / Destinations will be intimated separately			
	State	No. of PoS Devices	State	No. of PoS Devices
	Kerala	720	Karnataka	1237
	Tamil Nadu	2158	Andhra Pradesh	749
	Puducherry	26	Telangana	510
Quantity Provision	+/- 20%			
Nature of Bidding	Two Part Bidding: (Through GeM) 1 st Part : Techno Commercial Bid 2 nd Part : Price Bid			
Bid Validity	90 days from the date of Opening of Tender			
Price Bid Opening Date	Techno Commercially qualified Tenderers only will be intimated			
Payment Terms	The payment shall be made on completion of milestone as a percentage of the contract value as under: - a) Delivery, Installation, Commissioning of POS solution at FACT retailer Destination as per the scope of the RFP and after submission of e- PBG & Devices to be delivered at retailer place and installation - 70% of the contract value b) Payment after 1st year from the date of installation & Proper upkeep of POS devices during this period- 10% of the contract value c) Payment after 2nd year from the date of installation & Proper upkeep of POS devices during this period- 10% of the contract value d) On completion of contract period after 3 years of onsite warranty & Proper upkeep of POS devices			

	during this period- Balance 10% of the contract value Payments shall be made within 30 days from submission of bills after completion of milestone and certification which is to be submitted to DGM (Logistics).
Delivery Period	Within 4-6 weeks from the date of GeM Contract
Bid Evaluation Basis	Techno Commercially Qualified L1
Reverse Auction	As per GeM Terms and Conditions
EMD	INR 1,00,000/- (Indian Rupees one lakh only)

Detailed specifications and other terms and conditions are mentioned in the Tender Documents.

NOTE: -

1. The Tender Documents can be downloaded from FACT website (www.fact.co.in) or from GeM Portal (<http://gem.gov.in>).
2. Payment against EMD shall be remitted through NEFT/ RTGS to the FACT's account. Other mode of payment will not be accepted. The details of the remittance of amount such as UTR No. as applicable shall be uploaded along with the tender document. Original EMD (UTR document etc) shall be sent/submitted before the due date and time of OPENING OF THE TECHNICAL BID to the office of Assistant General Manager (Materials)-SP & PF/FACT-PD, Udyogamandal.
3. Offers against this NIT shall be submitted online on GeM portal <https://gem.gov.in>. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc. shall not be accepted.
4. FACT reserves the right to accept /reject any request for extension of the due date of tender.
5. FACT reserves the right to accept/reject any or all bids at any stage without assigning any reason thereof.
6. Submission of BIDS: Part- I & Part- II Bids are to be submitted online in 2 separate covers as mentioned in GeM Portal.
7. All relevant documents of Part-1 mentioned in check list may be submitted to Assistant General Manager (Materials)-SP & PF, MATERIALS Dept., FACT-Petrochemical Division, Udyogamandal, 683 501, Ernakulam District, Kerala in a cover superscribed with tender number and name of work, , so as to reach well before the due date & time of opening the Technical Bid. Any other tender documents ""in original"" shall also be submitted by the bidder to FACT for reference, if requested to do so.
8. Offers submitted other than on-line mode shall not be accepted.
9. Time extensions, Corrigendums, Addendums etc if any, will be hosted in the GeM website only. The bidders are requested to visit the website regularly for Corrigendums, addendums, time extensions etc. if any.
10. Integrity Pact: The bidders shall sign and submit an " Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Chemicals Travancore Ltd. along with the bid. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

1. Shri. Ahmad javed
Flat 902, Saikrupa Hill View,
Golf Course Road, Sector-12.Kharghar, Navi Mumbai-410210
Mobile: 9821058152 Mail: aitopcop@gmail.com
2. Shri. B Ravichandran
Flat No.TF3, RKC Subrabath,
7 th Street, Kumaran Colony,
Vadapalani, Chennai 600 026
Mobile: 9482234346 Email: bravi1958@gmail.com

Note: In case bidders require any clarification pertaining to the tender please contact rishab@factltd.com / binduja@factltd.com. Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders.

The Original Integrity Pact signed by the bidder is to be submitted (can be also in plain paper) on or before the due date of the tender by Post / Courier to The Assistant General Manager(Materials) ESS, Materials Department, PD Administrative Building, FACT Ltd., Udyogamandal P.O, Ernakulam -683501

Scanned Copy of the Integrity Pact document duly filled and signed by the authorised representative of the bidder shall be submitted along with PARTA (PQC cum Techno-commercial) of the bid.

LIST OF ENCLOSURES :-

- a) Scope of Work
- b) Specification of PoS Devices
- c) Pre- Qualification Criteria
- d) Techno Commercial Bid Format
- e) General Terms and Conditions
- f) Other Terms and Conditions
- g) Tenderer Undertaking
- h) Information about Tenderer
- i) Bank Details & Authorisation for RTGS/NEFT Payment
- j) Declaration
- k) Integrity Pact



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SCOPE OF WORK

PROCUREMENT, DEPLOYMENT, INSTALLATION AND TRAINING OF POINT OF SALE DEVICES (Pos) under DIRECT BENEFIT TRANSFER (DBT) — FERTILISER AS PER DIRECTION OF DEPARTMENT OF FERTILIZER

1. Supply, Deployment, Installation and Training of Point of Sale devices (PoS) in the state of Kerala, Tamil Nadu, Puducherry, Karnataka, Andhra Pradesh and Telangana with 3 years comprehensive warranty and 2 year of Annual Maintenance Contract including RD Services. State wise details are given below for reference:

State	No. of PoS Devices	State	No. of PoS Devices
Kerala	720	Karnataka	1237
Tamil Nadu	2158	Andhra Pradesh	749
Puducherry	26	Telangana	510
TOTAL			5400

2. PoS devices shall meet the specifications of DBT Fertiliser as mentioned in Annexure 2 and to be pre installed with latest version of DBT-Fertiliser software.
3. The Bidder is required to fully comprehend and integrate the DBT solution developed by NIC to meet the requirements as per device specifications indicated in Annexure 2 of NIT.
4. The Bidder is responsible to maintain the PoS devices during the Three Years comprehensive warranty and during AMC for a period of two years after expiry of comprehensive warranty period including RD services.
5. The Bidder shall give training to all PoS operators in the use of the PoS device as well as in troubleshooting of simple /basic errors.
6. Bidder shall setup a full fledged service center / helpdesk facility with sufficient service personal in all the states where the devices are proposed to be supplied to proactively monitor and support the PoS based DBT Operations in 24 x 7. Any issue reported to be resolved within 24 hours.

Specification for Point of Sale devices
POS Specifications

Sr.No.	Description	Specifications
1	Processor	<p>Latest Quad core or higher processor capable of performing at least 10 transactions per minute in laboratory environment (Each Transaction consists of</p> <ol style="list-style-type: none"> 1. Perform Biometric Authentication of the fertilizer beneficiary with UIDAI server 2. Generate Encrypted payload for maximal Sales data. 3. Store Encrypted transaction data in the local storage 4. Transmit the Encrypted transaction sales data to iFMS server. 5. Remove the locally stored sales data only after getting acknowledgement from the server)
2	OS	<ol style="list-style-type: none"> 1. Secure OS having an inbuilt web browser supporting HTML5, CSS3, Java Scripts. (Source code of OS shall be CC compliant at least EAL level 2 certified or OS hardened and tested by an independent lab with a declaration of equivalence to CC EAL2, PCI PTS 4.0 or above enabled) 2. Android 7.0 or above for PCI-PTS certified managed PoS device.
3	Memory	2 GB or Higher RAM and 16GB or higher Flash memory.
4	Expansion slot	Micro SD Slot to support SD card with minimum 8 GB high speed SD card.
5	Communication	Should support GSM network 2G/3G /4G/5G with GPRS, Wi-Fi, Ethernet.
6	Interface	USB 2.0 or higher. The USB port should support device battery charging through any other USB charging source.
7	Display	5.5 inch or higher color TFT Display supporting QVGA (1280 x720) or better resolution and 64K or higher colors. In case of Touch Screen Keypad, Display shall be 5.5 inch or higher color scratch resistant multipoint capacitive Touch TFT Display supporting QVGA (1280 x720) or better resolution and 64K or higher colors.
8	Key Pad	On screen soft touch keypad.

9	Battery	Swappable & Dry/Rechargeable 2600mAH or higher, Li-ion or Li Polymer battery capable of providing minimum 8 hours of operation while all function of device active.
10	Power Adaptor	Power Adaptor with surge protection and operating range 100 to 240V, 50Hz. AC input.
11	SIM & SAM slot	One or more GSM SIM slot and minimum one SAM slots for software up-gradation in device.
12	Printer	2" or higher Thermal / Non-Thermal Printer.
13	Audio	Good quality Speaker with 1W or higher output for announcements. (Optional)
14	Finger Print Scanner	Finger Print module should be STQC and UIDAI certified with L1 Registered Device (RD).
15	Smart card reader	STQC and EMV complaint smart card reader to read credit/debit card for financial transactions.
16	Status Indications	Status indicator provides ease of use, Indicators for connectivity (presence/absence), signal strength, battery status etc.
17	Other Accessories	Durable Carry Case and user manual etc.
18	SDK	Appropriate SDK need to be provided along with the devices.
19	Terminal Management	Device management should be indigenously developed, with data transfer within India only.
20	Environment, Health & Safety Durability, Humidity EMI/EMC Compliance	STQC Certified.
21	Add-On Antenna	May be provisioned for the POS devices which will be used in remote locations and hilly areas for better signal reception and seamless transactions.
22	Web Camera	5MP or higher auto-focus camera, capable of reading 1D line barcode and QR codes.
23	IRIS Scanner	<ul style="list-style-type: none"> i. The PoS should have an interface to connect the IRISE scanner. ii. IRIS scanner may be provided separately as an alternative option for biometric authentication through PoS device and IRIS scanner should be STQC and UIDAI compliant.
24	Face Scanner	<ul style="list-style-type: none"> iii. The PoS should have the provision for face authentication and



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		should be STQC and UIDAI compliant.
25	Warranty and AMC	Three years comprehensive warranty and AMC for a period of two years after expiry of comprehensive warranty period.
26	Payment Certification	<ul style="list-style-type: none">i. PoS should have PCI (Payment Card Industry) for financial bank standard compliance – PCI PTS 4.0 or above.ii. The model number of the PoS device should be clearly mentioned in the PCI certificate.

(Signed copy with seal of the specification details to be uploaded as attachment with the technical bid)



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ELIGIBILITY CRITERIA

ANNEXURE 3

1. Must be a registered company incorporated in India/ Proprietor firm / Partnership firm.
2. Must have experience in supply, installation and maintenance of 20 or more Aadhaar based PoS devices in one work order in any one year out of last five years ending March 2024. A performance certificate in this regard has to be submitted.
3. Relaxation for start Ups (Whether MSEs or otherwise)/ MSEs / NSICs : Must have experience in supply, installation and maintenance of 20 or more Aadhaar based POS devices in one work order in any one year out of last seven years ending March 2024. A performance certificate in this regard has to be submitted.
4. Annual turnover for each year shall be at least Rs. 255 /- lakhs or above during the last three financial years ending on 31-03-2024.
5. For MSE / Start-ups the tenderer's AVERAGE ANNUAL TURNOVER IN ANY THREE YEARS out of the last Seven years ending March 2024 should be Rs. 255 /- lakhs or above .
6. Should be Original Equipment Manufacturer (OEM) or authorized representative of OEM. Should have dedicated product support infrastructure.
7. Tenderers must submit copies of the relevant statutory licenses/ registrations.
8. Should have valid STQC certification.
9. Should Confirm to POS specifications as per DBT — Fertilizer.
10. Letter of authority to sign the tender documents.
11. Self-certification by the tenderers stating that they are not black-listed/holiday listed by any Central Government or State Government Organizations / PSU.
12. Tenderer is under Holiday List/delist or having any litigation with FACT, need not apply.
13. Should not be related to any of the employees of FACT(must provide a declaration).
14. All certificates submitted in this regard shall be in the name of the bidder.

Tenderers fulfilling qualifications 1 to 13 only will be considered.



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The following documents are to be uploaded:

1. Experience : The bidder should upload at least one work order for supply , installation and maintenance of 20 more Aadhar based PoS devices in any one year out of last five years / last seven years (MSE/Start Ups) ending March 2024.
2. Registered Company: Memorandum and Articles of Association (RELATED PAGES)
Propreitory Firm: Notarized Affidavit in Rs.100 stamp paper for Proof of proprietorship.
Partnership Firm: Notarized latest Partnership deed.
3. Turn over: Self-attested copies of audited financial statements (Profit & Loss Account and Balance Sheet) for the last three financial years ending on 31-03-2024.
4. Self Declaration for OEM.
5. Product Support : Self attested certificate with list of service Centres and call Centers operated in India.
6. Copy of Company Registration Certificate / Goods and Service taxes (GST) including GST Registrations Number from which State the supplies is being made and copy of screen shot of GST Filing sequence report taken from GST Portal. Copy of PAN Validity certificate generated from IT Portal.
7. Copy of STQC Certificate.
8. Signed copy of specifications of POS to be uploaded.
9. Tender documents shall be signed by all Directors of the firm /Proprietor/ all partners/ or Authorized person to sign tender documents.
10. Letter of authority to sign the tender documents.
11. Self-declaration by the tenderers stating that they are not black-listed/holiday listed.
12. by any Central Government or State Government Organizations / PSU.
13. Self-declaration by the tenderers stating that they are not under Holiday List/delist or having any litigation with FACT and not related to any employee of FACT.
14. DoF letter on empanelment of PoS Vendors and their devices.

TECHNO-COMMERCIAL BID FORMAT

Name of the Tenderer		Bidder Compliance
Address, Email id, Phone No.		
<u>Details of operation</u> Supply, deployment, installation and training of point of sale devices (pos) under direct benefit transfer (dbt) – fertilizer per specifications in the states of Kerala, Tamil Nadu, Puducherry, Karnataka, Andhra Pradesh and Telangana with product comprehensive warranty of 3 years and AMC of 2 years including RD services.		
<u>Payment Term</u> The payment shall be made on completion of milestone as a percentage of the contract value as under: - <ol style="list-style-type: none"> Delivery, Installation, Commissioning of POS solution at FACT retailer Destination as per the scope of the RFP and after submission of e- PBG & Devices to be delivered at retailer place and installation - 70% of the contract value Payment after 1st year from the date of installation & Proper upkeep of POS devices during this period- 10% of the contract value Payment after 2nd year from the date of installation & Proper upkeep of POS devices during this period- 10% of the contract value On completion of contract period after 3 years of onsite warranty & Proper upkeep of POS devices during this period- Balance 10% of the contract value Payments shall be made within 30 days from submission of bills after completion of milestone and certification which is to be submitted to DGM (Logistics). 		
<u>Payment Mode</u> RTGS/NEFT		
Offer Validity 90 days from the date of opening of Tender		
GST Registration No. (To be indicated)		
PAN No. (To be indicated)		
EMD Details -		
Acceptance to give 5% ePBG (Security Deposit) in the event of placement of order		
GST Rate		
Acceptance to all other tender norms, terms & conditions		

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

(Signed Copies of the above document are to be uploaded as attachment with the Technical Bid)

GENERAL TERMS & CONDITIONS**FACT invites online bids for SUPPLY, DEPLOYMENT, INSTALLATION AND TRAINING OF POINT OF SALE DEVICES (PoS) UNDER DIRECT BENEFIT TRANSFER (DBT) – FERTILISER AS PER DIRECTION OF DEPARTMENT OF FERTILIZERS.**

The successful tenderer shall ensure that the POS devices are delivered in full at the destination without any damage either to the devices or to the packing and within the specified time.

1.0 DEFINITION

- 1.1 FACT shall mean and include The Fertilisers and Chemicals Travancore Limited, Eloor, Udyogamandal-683501, Kochi, Kerala. or any of its authorised officers.
- 1.2 The Contractor shall mean and include all those represented by any such persons(s) who entered into agreement with FACT, his/their heirs, executors, administrators, successors and his/their permitted assignees, as the case may be.
- 1.3 “Company’s Representatives” shall mean the Assistant General Manager (Materials) or other officers of the Company nominated from time to time for the purpose.

2.0 SUBMISSION OF TENDERS:

- 2.1 The Tenderer should submit the tenders after studying the entire tender document and instructions to the tenderers carefully, visiting the sites. The tenderer may obtain all clarifications before the tendering. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on ground of want of knowledge, thereafter, in such respect will be entertained. **The tenderer should upload rates in the Price Bid format in the portal.**
- 2.2 The rates quoted will be valid for a period of 90 days from the technical bid opening date. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of 90 days. If a tenderer withdraws, revokes, revises the tender rates, his earnest money deposit will be forfeited.

3.0 CONSTITUTION OF THE CONTRACTOR

The tenderer shall disclose the nature, constitution and registration of the tendering firm and tender document shall be signed by a person or person duly authorized. Any change in the constitution of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within immediately of such change / happenings by registered letter to the The Assistant General Manager (Materials). On receipt of such notice, FACT reserves the right either to terminate or to continue the

contract.

The Contractor shall produce the original/ attested Power of Attorney granted in favour of the authorized signatory and the Partnership Deed.

In the event of any dispute, legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, FACT reserves the right to take such necessary action as it deems fit including termination of the contract, withholding payments due to the contractor.

The contract shall be awarded on the basis of "Principal-to-Principal Contract" and the contractor shall be deemed to be an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

4.0 ALLOTMENT OF QUANTITY

Required sources of supply will be made from maximum of two vendors. FACT reserves the right to place orders to two suppliers out of those bidders who agrees to match the final negotiated price/R1/L1 as the case may be. Hence, quantity shall be split between maximum of two for supply of PoS devices at 70:30 ratio. If L2 is not accepting to match with L1 price, offer will be given to L3 and so on. If L2 and others does not match L1 price, 100% tender quantity will be given to L1.

5.0 SERVICES TO BE PERFORMED BY THE CONTRACTOR

5.1 Refer Annexure-1- Scope of work

5.2 HARDWARE & SOFTWARE INSTALLATION: All POS devices, required accessories/ equipment shall be supplied, installed, commissioned and maintained by the bidder. The bidder is responsible for all unpacking, assemblies, wiring, installations, and making unit Go live. The bidder will test all hardware and software operations and accomplish all adjustments necessary for successful and continuous operation of the POS devices and software at all installation sites.

5.3 TRAINING:

Bidder shall impart at least one full day training to buyer and/or its user organization personnel, retailers on start-up, operation, maintenance, repairs and the POS client application software as well as in troubleshooting of simple/basic errors on free of cost. The training should predominantly consist of „Hands On" sessions. The Bidder shall provide a detailed operations and maintenance manual of the POS device with each machine. The object code version of the software, executable and required run-time files shall be on compact disc or on any such media as desired by the Supplier.

5.4 Bidder shall setup a full-fledged Service center / helpdesk facility to support the POS based DBT operations in 24X7. The Service center / help desk facility of the Contractor shall enable proactive and reactive management of services that is to be provided as per the requirements of the NIT, including logging and resolving issues related to POS

devices during the warranty period. The bidder shall deploy sufficient resources for the same during the working hours of the center. The help desk facility shall be the interface to the users to lodge complaints.

- 5.5 The Services center / Help desk facility shall log all complaints reported by the complainant with date and time stamp and its classification based on the nature of the complaint.
- 5.6 The POS machine shall be capable for two-way data communication with iFMS System and be capable of retrieving /transmitting relevant data relating to DBT for fertilizers.
- 5.7 Remote upgrades of POS device OS, patches/utility software/drivers/libraries etc. to run the client application shall be provisioned by the bidder at no extra cost to the company during the warranty period.
- 5.8 The bidder shall provide a self-diagnostic tool installed on the POS device or a suitable remote management tool to check the working status of various components of the device.

6.0 WARRANTY AND ANNUAL MAINTENANCE CONTRACT

Three years comprehensive warranty from the date of installation of PoS and AMC for a period of two years after expiry of comprehensive warranty period including RD services shall be provided without any additional cost.

MAINTENANCE: The bidder would also be responsible for ensuring the maintenance of both the hardware and software of the POS devices during the warranty period. Maintenance of POS devices shall include provisioning of supplies at fertilizer retailers, on-site diagnosis, preventive steps and corrective resolution of faults in response to reported problems.

7.0 DELIVERY PERIOD

The Contractor shall ensure that the POS devices are delivered at the designated destinations to the consignee within 6 - 8 weeks from the date of Purchase order. In case the contractor fails to do the work, the company shall reserve the right to terminate the contract and the earnest money so deposited by the contractor will be forfeited.

8.0 TRANSPORTATION

- 8.1 Transport of the devices to the specified location/ locations by FACT shall be arranged by the successful bidder at his cost. FACT does not bear any responsibility for the transportation of goods and services. All the costs incurred for the transportation / issuance shall be borne by the bidder.
- 8.2 Any other charges not specified such as Transit charges/Octroi charges etc. wherever applicable are to be borne by the bidder and buyer is not responsible for any of these charges.
- 8.3 Buyer is not responsible for any delay or damage to material in transits.

8.4 Buyer shall not extend the deadlines for any delay/damage of material in transit.

9.0 INSPECTION & TESTING: The Buyer or his representatives shall have right to inspect and/or to test with a view to check-up whether the deliverables conform to the specifications agreed about what the Buyer requires and how they are to be conducted. The assistance rendered by the Buyer's personnel, in no way, shall relieve the Contractor of his obligations under the terms and conditions of this Contract.

10.0 INSURANCE: The insurance of the product till delivery & installation at destination shall be provided by the supplier.

11.0 PAYMENT

11.1 The Contractor shall submit the bills in duplicate with supporting documents within 10 days of supply and installation of POS devices.
Payment period shall be as per Terms and Conditions.

12.0 PENALTY CLAUSE

In case of delay in supplies, installation or training, the contractor shall be liable to pay an amount in terms of Liquidated Damages as per GeM Terms and Conditions.

13.0 FORCE MAJEURE:

If supplies are affected due to Natural Calamities/Civil commotions or any other force majeure conditions, the commitment reduced to prorata for the no of days affected.

14.0 SUMMARY TERMINATION

FACT reserves the right to terminate the contract due to any failure on the part of the contractor in discharging the services under the contract or breach or in the event of his becoming insolvent or going into liquidation The decision of FACT about the failure/breach on the part of the contractor shall be final and binding on the contractor and shall not be called into question.

FACT reserves the right to terminate the contract at any time during its currency without assigning any reason therefor and the contractor shall not be entitled to any compensation by reason of such termination. The action of FACT under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

In the event of any failure / breach on the part of the contractor or the contractor withdraws from the contract at his own, FACT shall have the right without prejudice to any other rights / remedies to get the work done through any other agency and the contractor shall be liable to compensate FACT for all costs, expenses or losses, if any, incurred by FACT on this account besides forfeiture of Security Deposit.

15.0 SUBLETTING AND TRANSFER

The Contractor shall be solely responsible for rendering the services described in “Services to be performed by the Contractor” of Tender document and in the schedule of rates of price Bid. He shall not sublet / transfer / assign the contract or any part thereof to others. All his dealings with third parties shall be as between two principals without any reference in any way to FACT. Contractor(s) shall also undertake to make third parties fully aware of the position aforesaid.

16.0 LAWS GOVERNING THE CONTRACT

The contract will be governed by the laws of India for the time being in force and amended or made from time to time and the courts within whose jurisdiction the Registered Office of the FACT is situated alone will have jurisdiction.

17.0 ARBITRATION

“Any or all disputes arising out of the contract/ agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a Sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding. In the event of failure to appoint such a Sole Arbitrator, with mutual consent, then the sole Arbitrator will be appointed through the High Court of Judicature at Cochin.

Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceedings under this clause and such Arbitration shall be in English and take place in the city of Cochin only.”

18.0 REVERSE AUCTION AND / OR NEGOTIATION

Reverse-auction: Reverse Auction will be conducted as per GeM Terms and Conditions.

Negotiation: Applicable (If required) as per GeM Terms and Conditions.



OTHER TERMS & CONDITIONS

1. Conditional offers will not be considered. Incomplete/partial quotes will be rejected.
2. Rate quoted should be valid for a period of 90 days from the date of opening of Tender. Other commercial terms should be kept firm till the completion of the contract.
3. **Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.**
4. Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected.
5. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
6. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of FACT.
7. FACT will not be bound by any general/printed provisions of Tenderer's offer.
8. The Contractor shall be solely responsible for rendering any or all the services described in "Services to be performed by the contractor" of Tender Document and in the schedule of rates of Price Bid. He shall not sublet / transfer / assign the contract or any part thereof to others. All his dealings with third parties shall be as between two principals without any reference in any way to FACT. Contractor(s) shall also undertake to make third parties fully aware of the position aforesaid.
9. Tenders will be rejected for non-submission of relevant valid documents.
10. FACT reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.

TENDERER UNDERTAKING**THE TENDERER HEREIN:**

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of FACT
- Undertakes to honour the bid(s), which is legally binding on, if the contract is awarded to the tenderer.
- Accepts EMD, SD & Penalty clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Any change in the constitution of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified immediately of such change / happenings by registered letter to the Assistant General Manager (Materials). On receipt of such notice, FACT reserves the right either to terminate or to continue the contract.
- Agrees to update any changes made in the tenders and subsequent corrigendum from GeM portal .

Signature of the authorized person :

Name of the authorized person:

Designation of the authorized person :

(Signed Copy of above document is to be uploaded as attachment with the Technical Bid)

INFORMATION ABOUT TENDERER

1	Name & Address of the Tenderer			
	(Phone No./ Mobile No./ Fax / E-mail)			
2	Composition of Applicant (here state whether it is Proprietorship Concern or Registered Partnership Firm or a Limited Co. or Hindu Joint Family business or Registered companies (Documentary Evidence to be provided)).			
3	Name of the Owner in case of a) Proprietorship concern			
	b) Names of partners / Directors in case of Partnership Firm or a Limited Co.			
	c) Name of the Managing partner/ Managing Director.			
	d) Name of the person authorised to sign the tender and related documents (Power of Attorney / Letter of Authority to be enclosed)			
	e) Name and designation of the person with whom company may correspond			
4	Nature of normal business of the applicant			
5	Experience in Supply, installation & maintenance of POS devices			
S. No	Name of the Client	Year	No. of POS Devices sold/supplied	Value of the devices(Rs)
6	Name and designation of relative if any, working in FACT and relationship			



CORPORATE MATERIALS

7	At any point of time whether you were Holiday listed/delisted or having any litigation with FACT or any other PSUs / Govt. Departments. If so, provide details.	
8	Income Tax Return/ Assessment of the latest year	
9	PAN No. (enclose copy)	
10	GST Registration Number (Scanned Copy of GST to be uploaded)	

I / We declare that the above information is true to the best of my / our knowledge.

Place :

Signature of the Tenderer & Rubber stamp

Date :

of the Registered Office to be affixed

Note: Tender and all connected documents shall be signed by all the Partners / Directors / Members of the Tenderers or any such person who has the full authority to bind all the partners / directors / members of the Tenderers.

(Signed Copy of above document is to be uploaded as attachment with the Technical Bid)

**BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT
TO BE FURNISHED BY THE PARTY**

CONTRACTOR DETAILS		
NAME		
ADDRESS		
CITY:	STATE	PIN
CELL PHONE NO.		
PHONE No / FAX No.		
EMAIL ID		
GST REGN NO		
PAN NO.		
BANK DETAILS :		
BANK NAME		
BRANCH & ADDRESS		
PIN CODE		
BANK ACCOUNT NO		
IFSC CODE *		
RTGS CODE		
BANK EMAIL ID		
BANK PHONE NO.		

(* ENCLOSE A COPY OF CANCELLED CHEQUE)

We hereby authorize The Fertilisers And Chemicals Travancore Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer.

Place:

Date:

SEAL:

Signature of Authorized Signatory:

Name:

Designation:

RTGS-Real Time Gross Settlement Code

IFSC- Indian Financial System Code

**(Signed Copy of the above document is to be uploaded as attachment
with the Technical Bid)**

DECLARATION
(To be given on letter pad)

S.No	Details	Yes	No	If Yes, provide details
1	Are you related to any employee of FACT			
2	Are you under holiday list / delist or having any litigation with FACT			
3	Are you Black-listed/Holiday listed by any Central Government or State Government Organisations / PSU (Other than FACT) currently or at any point of time.			

Note : Please tick where ever applicable.

I/We declare that the above information is true to the best of my/our knowledge.

Signature of the Tenderer
with seal

(Signed copy of this declaration is to be uploaded as an attachment with technical bid)

(To be executed on ₹ 500/- Non-judicial Stamp Paper)

INTEGRITY PACT

Between

The Fertilizers and Chemicals Travancore Limited (FACT), a company formed and registered under the Travancore Companies Act IX to 1114 (Companies Act, 2013) and having its registered office at Eloor, Udyogamandal-683501, Kochi, Ernakulam District, Kerala, hereinafter referred to as "The Principal".

And

..... hereinafter referred to as "The Bidder/ Contractor".

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and or/Contractor(s).

In order to achieve these goals, the Principal will appoint an Internal External Monitor (EIM), who will monitor the tender process and execution of the contract for compliance with the principle mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced/interested persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the India Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

(1)The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian rupees only.

e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during the execution of has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in India conforming to the anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of contract, if already awarded, for such reason.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the obligations and document of the Bidder(s)/Contractor(s) as confidential. He reports to the Chairperson and managing Director, FACT.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the

Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman and Managing Director, FACT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Director on FACT Board.

(8) If the Monitor has reported to the Chairman and Managing Director, FACT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director, FACT has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Chairman and Managing Director, FACT

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Udyogamandal, Kerala.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) The Bidder / Contractor signing this "Integrity Pact" shall not approach the court while representing the matters to IEMs and he/she shall wait their decisions in this matter.

(For & On behalf of the Principal)
(Office Seal)

For & On behalf of Bidder(s)/Contractor(s)
(Office Seal)

Place:

Date:

Witness 1:
(Name & Address).....

Witness 2:
(Name & Address).....