



**THE STATE TRADING CORPORATION OF INDIA LTD**  
(A GOVT. OF INDIA ENTERPRISE)  
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001

**BRANCH OFFICE: "STC TRADE CENTRE", A-29, Thiru-Vi-Ka Industrial  
Estate, Guindy, CHENNAI 600 032.**

**CIN : L74899DL1956GOI002674**

**E-TENDER FOR SALE OF URAD WHOLE (FAQ)**  
**EX-CWC VIRUGAMBAKKAM, EX-CWC ROYAPURAM**

**E-TENDER NO. STC/CHN/PULSES/URAD/2017-18/04 Dated: 01/08/2017**

**Closing at 1500 HRS IST on 10.08.2017**

COPY OF TENDER DOCUMENT CAN BE DOWNLOADED FROM OUR WEB SITE:

[www.stclimited.com](http://www.stclimited.com) and <http://www.eprocure.gov.in>



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**BRANCH OFFICE: "STC TRADE CENTRE", A-29, Thiru-Vi-Ka Industrial Estate,  
Guindy, CHENNAI 600 032.**

**NOTICE INVITING E-TENDER FOR SALE OF URAD WHOLE (FAQ)**

**E-TENDER NO. STC/CHN/PULSES/URAD/2017-18/04 DATED: 01/08/2017**  
**CLOSING AT 15:00 HRS IST ON 10.08.2017**

**TERMS AND CONDITIONS OF THE TENDER**

**1. INVITATION FOR BIDS :**

The STC of India Ltd., Branch Office, Chennai – 600032 invites sealed bids for sale of imported URAD WHOLE (FAQ) at seller's option lying partly at **CWC VIRUGAMBAKKAM and ROYAPURAM** . The pulses are offered, "ON EX-GODOWN AND AS IS WHERE IS BASIS".

**2. PRODUCT:**

2362 MTs (+/- 2%) URAD WHOLE - FAQ – YANGON/MYANMAR ORIGIN, **CROP YEAR OF 2016**

**SPECIFICATIONS: Urad FAQ (Black Matpe) Whole YANGON/MYANMAR ORIGIN, CROP YEAR of 2016 and fit for human consumption**

Foreign Matter	1.0% Max.
Weeviled Seeds (Material free from live infestation)	1.0% Max.by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain) and brown seeds	5.0% Max. by weight
Other edible grains (sister beans)	3.0% Max.by count
small seeds (Passing through 2.75 mm slotted Sieve	6.0% Max.
Moisture	12.0% Max.

Mycotoxin including Aflatoxin not exceeding 0.03 miligram per kilogram. Radioactive, contamination, if within permissible international limit

### 3. QUANTITY

A quantity of **2362 MTs (+/- 2%)** URAD WHOLE (FAQ) is lying in CWC godowns as detailed below.

	<b><u>CWC VIRUGAMBAKKAM</u></b>	<b><u>CWC ROYAPURAM</u></b>
QTY	<b>696 MT (+/-2%)</b>	<b>1666 MT (+/- 2%)</b>

- Material can be inspected at the above godowns on prior appointment after obtaining permission from STC. Maximum sample size allowed is 250 gms only.
- Offers should be for a minimum quantity of 150 MT and in multiples of 50 MTs thereafter and STC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

### 4. PRICE

- a. All prices are to be quoted in INR (Rupees) as per Annex. B on ex-godown basis.
- b. Any levy, cess, GST, Octroi, Market Fee etc will be paid by successful bidders. The buyer shall complete all formalities for transportation of cargo ex-STC's warehouse including all statutory requirements.
- c. Quality & Quantity at the time of delivery ex-STC's warehouse will be final.
- d. Loading charges shall be borne by the successful bidder(s).

### 5. PACKING:-

Material is packed in 50 Kg., PP bags.

### 6. EARNEST MONEY DEPOSIT (EMD) (NON-INTEREST BEARING):

- a) Bid shall be accompanied by an EMD @ 5% of bid value through RTGS payment mode subject to verification/proof of receipt in STC's account. In case of RTGS/NEFT transfer, if the amount is not credited to the account of STC by the due date and time before closure of tender, the same shall be treated as invalid. In order to avoid disputes, the bidders who are making RTGS payment are advised to keep a self-certified copy of bank statement reflecting the transaction details towards EMD.
- b) In case the bidder quotes for two godowns locations at a single rate/quote, the 5% EMD should be furnished on the total value for cumulative quantity i.e. quantity quoted for both CWC Virugambakkam and CWC Royapuram.

**EMD has to be deposited in STC's following bank account prior to opening of bids on 10.08.2017 latest by 15:00 hrs IST.**

BANK : Indusind Bank  
Account No. : 200999528664  
BRANCH : NUNGAMBAKKAM  
ADDRESS : NO.3 VILLAGE ROAD, NUNGAMBAKKAM,  
CHENNAI-600034  
IFSC Code : INDB0000007

- c) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be returned after finalization of the tender without payment of any interest.
- d) EMD of successful bidder will be treated as security deposit and shall be returned only after the successful completion of entire sales contract after deduction of all charges, if any, due from them

### 7. PAYMENT TERMS:

The successful bidder shall make 100% payment before delivery of the pulses **within 5 working days of award of tender (excluding the day of award of tender)** and lift the material immediately within

the free time allowed as tabulated below from the date of issue of DO (excluding the date of issuance of DO) :

Qty in MTS	Free Period/time allowed for lifting (working days)
150-500	7
Upto 1000	10
Upto 1500	15
Upto 3000	20
Upto 5000	25

In case, the successful bidder(s) fails to lift the cargo within the free period as allowed, 100% EMD (security deposit) submitted at the time of bid shall be forfeited and bid(s) shall be treated as cancelled. In such cases STC reserves the sole right to take decision to cancel bid(s) of such defaulter(s) and dispose the cargo under risk sale at the cost and consequences of such defaulter(s) without any notice. No representation in this regard shall be entertained.

- In case the successful bidder(s) fails to make the payments within the stipulated period, extension for making payment shall be at the sole discretion of STC. In case extension is granted, an additional EMD if required to cover mark-to-market losses has to be submitted immediately by the successful bidder(s) merely on demand. In case of non-compliance of submission of additional EMD, STC shall have the right to dispose of the goods at the risk and consequential costs of the successful bidder(s), in addition to forfeiture of EMD submitted at the time of bid.
- In case the material is not lifted within the free time, all incidental charges towards godown rent, fumigation, interest, insurance, surveyor etc. shall be to the account of the successful bidder(s).
- Notwithstanding anything contained above, in case of any other default(s) also, interest shall be charged from the successful bidder(s) @ 13.25% p.a. on monthly rest basis (interest rates are subject to change as per circular issued by Banking division of STC, Corporate Office, New Delhi, without notice to the successful bidders) on balance amount from the date of sale/contract as per tender terms, till realization of final payment to STC.
- All taxes/cess levied /applicable by any authorities shall be applicable and shall be borne by the successful bidder(s) at actuals.

## **8. DELIVERY TERMS**

- I. The successful bidder(s) shall arrange their own transport and labour for timely lifting the cargo within the stipulated free time from the godown(s) specified by STC in the tender document. The successful bidder(s) shall also comply with all statutory provisions in respect of their labourers.
- II. Cargo shall be considered as delivered when loaded into trucks at the godown(s) on gross weight measurement basis and weighed at designated weighbridge(s) specified by STC.
- III. STC shall not be responsible for any delay in lifting of the cargo within the free period specified due to inaction of the successful bidder(s). All extra expenses incurred due to above, as mentioned herein above, shall be borne by the successful bidder(s).
- IV. Cargo shall be delivered from the godown(s) as specified in the tender document solely at the seller's discretion.
- V. A surveyor has been appointed by STC Ltd. to monitor and supervise the delivery of goods to the successful bidder(s). The cost of the surveyor, if the goods are lifted within free time will be to STC's account and if the lifting is done by the successful bidder(s) beyond the free time, the cost of the Surveyor will also be to the account of successful bidder(s).
- VI. No segregation/sorting of cargo will be permitted while lifting the cargo under any circumstances.

VII. Successful bidder(s) shall be responsible for any loss/damage/shortages caused to cargo/godown due to negligence of labour employed for loading the cargo in trucks.

## **9. SUBMISSION OF BIDS**

### **Part A: Technical Bid: (electronic form only).**

The documents to be uploaded in electronic mode. Technical bid - a) Tender document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender b) Technical Bid as per Annexure-A along with required documents. Procedures/guidelines for E Bidding are given at Annexure C.

Technical bid is to be uploaded on electronic mode by **15:00 HRS IST on 10.08.2017.**

Original EMD (RTGS/NEFT) has to be submitted by electronic mode prior to opening of bids on **10.08.2017 latest by 15:00 hrs IST.** The EMD furnished through electronic mode should reflect into STC's bank account before **1500 hrs. of 10.08.2017.**

### **Part B: Price Bid**

Price Bids are also to be uploaded latest by **15:00 HRS IST on 10.08.2017** through electronic mode only as per Annexure B.

Technical Bid and Price Bid is to be uploaded separately in the respective option field. Price bid will be opened only of those bidders who qualify in the technical bid.

For bidding process/uploading of both the bids, bidders may log on to: website <https://eprocure.gov.in>

**TERMS & CONDITIONS FOR SUBMISSION OF BIDS IN ELECTRONIC MODE ARE ATTACHED HEREWITH.**

**PLEASE NOTE THAT TECHNICAL BID AND PRICE BID SENT THROUGH LETTER, FAX, E-MAIL OR IN ANY PHYSICAL FORM WILL NOT BE ACCEPTED..**

The following may also be complied with:

- Each page/document must be signed by the bidder.
- Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- STC reserves the right to accept or reject any or all bids wholly or partially or make counter offer for the bid(s) without assigning any reasons thereof.

Offers should be submitted as per Bids format provided at Annexure-A & B.

The technical bid of tender shall be opened at 15:30 Hrs. IST on 10.08.2017 at STC, Branch Office Chennai and price bid at 16:30 hrs. IST on the same day.

Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

### **GENERAL CONDITIONS:-**

1. **EMD @ 5% in form of RTGS/NEFT transfers.**
2. **Integrity Pact if the bid amount is above Rs. 20 crores (duly signed and sealed)**
3. **Minimum quantity to be quoted is 150 MT.**

**4. Lot-wise offer will not be accepted. The bidders are required to submit firm offer for the total quantity bid.**

**10. BID VALIDITY :**

Bid validity upto **22.08.2017**

**11. DOCUMENTS CONSTITUTING CONTRACT:**

The invitation of Bids, the terms and conditions of e-tender, Bid of the successful bidder and Letter of acceptance issued by STC along with any amendment issued prior to signing of contract shall constitute the contract between STC and the successful bidder(s).

The successful bidder(s) are required to submit the duly signed and sealed tender documents/ letter of acceptance issued by STC as a token of acceptance of all the terms and conditions as specified in tender/LOA.

**12. CANCELLATION OF CONTRACT:**

If the successful bidder(s) fail to lift the goods within specified Free time allowed for lifting for reasons other than Force Majeure, STC shall be entitled at their option to cancel the contract by giving seven days' notice and recover the losses, damages and other incidental charges such as interest, insurance, godown rent, fumigation, surveyor etc., besides forfeiture of EMD and resorting to risk sale at the cost and consequence of the successful bidder(s). STC will not be liable for any costs, damages and consequences arising out of such cancellation of the contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available to STC Limited under the contract/tender shall remain in force till the dispute is finally settled.

**13. LIQUIDATED DAMAGES:**

In the event of non-payment and/or non lifting of full/part contracted quantity by successful bidder(s) within the prescribed time limit as per Clause 7 & 8. In case the party fails to lift the full quantity even after giving ample opportunities (extensions), STC at its sole discretion after giving of seven days notice to the successful bidder(s) will be free to effect sale of the quantity to any third party at the risk cost and consequences of successful bidder(s) without prejudice to its other rights and remedies, including forfeiture of EMD. In such event the successful bidder(s) shall bear at actuals all consequent losses/damages suffered along with cost incurred by STC on storage, interest on blocked capital, insurance, shortage, quality etc. In case the difference is more than the credit balance, if any available, of the successful bidder(s) with STC, the successful bidder(s) shall pay the balance amount to STC merely on demand.

**14. FORFEITURE OF EARNEST MONEY DEPOSIT (SECURITY DEPOSIT):**

STC reserves the right to forfeit the Security Deposit (i.e the EMD submitted at the time of bid) in case the successful bidder(s):-

- Fails to lift the cargo within the specified free period.
- Commits any breach of the term(s) and condition(s) as contained herein above.
- Assigns or transfers the product (described in clause 2) or any benefits thereunder to any third person or agency.

**15. OTHER TERMS:**

- Pulses are being offered for sale on Ex-Godown and as is where is basis. Bidder(s) are free to inspect the material with prior intimation to STC Ltd before submitting the bid. Segregation will not be permitted. It will be constituted that bidder(s) have satisfied themselves with quality etc. once they submit their bid(s).

- Letter(s) of acceptance will be issued by Fax or email, hand delivery or Registered post/courier to the successful bidder(s) within the validity of offer.
- For any additional quantity offered to bidder(s) in addition to bid quantity, EMD for the value of the additional quantity will have to be deposited by the successful bidder(s) on or before issue of letter of acceptance/confirmation by STC Ltd., as per clause 7 above.
- Unsolicited requests for change in quantity and price after the opening of tender shall summarily be rejected and blacklisting of parties resorting to such practice may also result, including forfeiture of EMD submitted at the time of tender.
- **The H2 bidder shall be given option to match the H1 price to the extent of quantity quoted by them in the tender for the remaining tendered quantity after adjusting the quantity quoted by H1. Similarly, H3, H4, H5 and so on will be given the option to match the H1 price to the extent of quantity quoted by them.**
- **For the remaining tender quantity (if any) after completion of the above process, the option will be given to H1 for increasing the quantity and the leftover quantity shall be passed on to the H2, H3, H4 bidder and so on at H1 rate subject to availability of quantity.**
- **The delivery of awarded quantity shall be done as per the prevailing CWC practice i.e. 20 bags will be delivered per MT. In case of multiple Delivery Order issued to the successful bidder, the difference of nett weight as per nominated weigh bridge in each delivery shall be adjusted in the final DO issued which shall be intimated to the CWC official as well as to the buyer based on STC's Surveyor Report.**
- **The successful bidder has to lift the short quantity if any without any dispute through their own transport arrangements. In case, only 1 Deliver Order is issued for the complete awarded quantity based on 100% payment received from the successful bidder, the nett weight adjustment as per the nominated weigh bridge shall be done in the same Delivery Order itself in order to complete the delivery of tender awarded quantity. In case of any short/ additional quantity delivered at the time of final DELIVERY ADJUSTMENT, the same shall be refunded /recovered while returning the EMD payment to the buyer.**
- **The delivery priority shall be given to successful bidder based on placing their trucks/lorries at CWC godowns on first in first serve basis for completing their Delivery Order quantity.**
- **In case, during the last delivery after which the entire quantity will get exhausted, the buyer (s) shall accept the short quantity without any claim on STC. The proportionate cost of the undelivered quantity shall be refunded to the buyer.**

#### **16. ARBITRATION CLAUSE:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration through the Indian Council of Arbitration, New Delhi, India in accordance with the Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration will be at Chennai, India.

#### **17. INDEMNITY CLAUSE:**

Without any protests or demur, successful bidder indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity / quality / weight / purity, marking / specifications, etc. of the material, costs or expenses of whatsoever nature, costs to STC on account of buyer / handling agent / omissions / negligence / mistake / misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The buyer shall keep STC indemnified at all times against any claims / liabilities / proceedings, etc. from any third party or otherwise arising out/or in connection with this Tender.

**18. FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India policy, restriction, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing STC/successful bidder(s) from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfil its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the experience and duration of such circumstances.

**19. FRAUD PREVENTION POLICY:**

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of STC and shall not indulge themselves or allow others (working in STC) to indulge in fraudulent activities and that they would immediately apprise the organisation of the fraud /suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of STC is liable to be treated as crime and dealt with by the procedures of STC as applicable from time to time.

**20. HOLIDAY LISTING :**

Notwithstanding anything contained in this agreement, STC's policy for holiday listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, STC at its sole discretion reserves the right to suspend/discontinue dealings or taken any curative measures with the agency(s) in accordance with the policy in force.

**MANAGER- MARKETING**

**Place : Chennai**

**Date : 01<sup>st</sup> August, 2017**



**(ON BIDDER'S LETTER HEAD)**

**"Annexure A"**

**E-TENDER NO. STC/CHN/PULSES/URAD/2017-18/04 Dated: 01/08/2017**

**TECHNICAL BID**

Tender No: **STC/CHN/PULSES/URAD/2017-18/04 Dated: 01/08/2017**

Price Bid (to be completed by buyer)

Name of the bidder : \_\_\_\_\_  
Address : \_\_\_\_\_  
PAN NO (Enclose copy) : \_\_\_\_\_  
Sales Tax/GST No  
(Enclose Copy) : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Tel. No : \_\_\_\_\_  
Fax No : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

Details of EMD:

Amount in INR : \_\_\_\_\_  
RTGS/NEFT details : \_\_\_\_\_  
Name of Bank & Branch : \_\_\_\_\_

We have carefully gone through the terms and conditions of the tender documents and hereby agree to abide by the same for the fulfilment of the contract and have satisfied ourselves regarding quality etc.

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Signature of the bidder  
& Seal of the Co. : \_\_\_\_\_  
Place : \_\_\_\_\_  
Date : \_\_\_\_\_

**(ON BIDDER'S LETTER HEAD)**

Annexure-B

**PRICE BID**

Tender No: STC/CHN/PULSES/URAD/2017-18/04 Dated: 01/08/2017

Price Bid (to be completed by buyer)

Name of the bidder : \_\_\_\_\_  
Address : \_\_\_\_\_

SR. NO.	ITEM	QUANTITY (MT) QUOTED (MINIMUM is 150 MT)		OFFERED RATE (INR/PMT)
		CWC VIRUGAMBAKKAM	CWC ROYAPURAM	
1.	URAD WHOLE (FAQ) - MYANMAR ORIGIN			

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Signature of the bidder & Seal of the Co. : \_\_\_\_\_  
Contact No. : \_\_\_\_\_  
Place : \_\_\_\_\_  
Date : \_\_\_\_\_

**Note 1: In case the bidder quotes for two godown locations at a single rate/quote, the 5% EMD should be furnished on the total value for cumulative quantity i.e. quantity Quoted for both CWC Virugambakkam and CWC Royapuram.**

**2: Splitting of minimum bid quantity of 150 is not allowed while quoting for two Godown locations. In case the bidder quotes for both godowns, for each godown the minimum bid quantity of 150 MT should be quoted.**

**SPECIAL TERMS & CONDITIONS FOR BID TO BE SUBMITTED IN ELECTRONIC MODE.**

E-Tender is available on Govt. of India e-procurement website URL:- <https://eprocure.gov.in> for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal URL:- <https://eprocure.gov.in> (a onetime activity) independent of each other as given below.

**Procedure for Obtaining Digital Certificate**

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site URL:- <https://eprocure.gov.in> In case of any difficulty either mail or contact the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

**Procedure for Registering in E-Procurement portal**

Further, the bidder(s) will have to register with Govt. of India e-procurement website. For registering, please go to URL:- <https://eprocure.gov.in> and follow the directions. In this regard please go to "help desk: <https://eprocure.gov.in> and refer FAQ for more details. In case of any difficulty either mail or contact the Technical Support Engineer, whose contact details are given below.

For any assistance on e-bidding process, please contact For any queries relating to the process of online bid submission or queries relating to Procurement Portal ([eprocure.gov.in](http://eprocure.gov.in)), the bidders may contact CPP Portal Helpdesk at 0120-4200462, 0120-4001002 or 91 8826246593, Email : support-eproc@nic.in or STC at 044-22501968 and 044-22500207 Ext 109 & Ext. 111..

Earnest Money in physical form should reach us on or before closing date and time of tender.

INTEGRITY PACT

Between

The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 hereinafter referred to as "STC",

And

....., a company registered under ..... and having its registered office at ..... hereinafter referred to as "The Bidder".

Preamble

STC is an international trading company dealing in purchase, sale, export and import of various commodities.

STC has invited tenders for purchase of ..... and intends to award contract/s for purchase of the same under laid down organizational procedures, STC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders.

In order to achieve these goals, STC has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of STC**

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

(a) No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) STC will, during the tender process treat all bidder(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors 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) STC will exclude from the process all known prejudiced persons.

(2) If STC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, STC will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

## **2 – Commitments of the Bidder**

(1) The Bidder commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution. 32

a. The Bidder will not, directly or through any other person or firm, offer, promise or give to any of STC's employees involved in the tender process or in the execution of the contract or to any third person any material or other 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 will not enter with other bidder(s) 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 cartelization in the bidding process.

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

d. The Bidder of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.

e. The Bidder will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

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

## **Section 3- Disqualification from tender process and exclusion from future tenders/contracts**

If the Bidder/Contractor, before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, STC shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, STC shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for duration as may be considered appropriate by it.

## **Section 4 - Compensation for Damages and Forfeiture of EMD**

(1) If STC disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, STC shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.

(2) If STC terminates the contract according to Section 3, or if STC is entitled to terminate the contract according to Section 3, STC shall be entitled to demand and recover from the Bidder/Contractor

liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender. 33

### **Section 5 – Previous transgression**

(1) The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

### **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

(1) The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.

(2) STC will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

(3) STC will disqualify from the tender process any bidder/contractor who does not sign this Pact with STC or violates its provisions.

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

If STC obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if STC has substantive suspicion in this regard, STC will inform the same to its Chief Vigilance Officer.

### **Section 8 – Independent External Monitor /Monitors**

(1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) 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. He reports to the CMD, STC.

(3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.

(4) STC 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 STC 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 STC and request the Management to discontinue 34 or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

(7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the 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 Commission.

(8) 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 Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded. If any claim is made/lodged during this time by either party, 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 CMD, STC.

### **Section 10 – Other provisions**

(1) This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.

(2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

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

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

\_\_\_\_\_  
(For & On behalf of STC)

(Office Seal)

\_\_\_\_\_  
(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

Place:

Date:

Witness 1 : Name & Address

Witness 2 : Name & Address