



**The State Trading Corporation of India Limited**

Jawahar Vyapar Bhawan  
1, Tolstoy Marg  
New Delhi-110 001

Website: [www.stclimited.co.in](http://www.stclimited.co.in)

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**CIN No.: L74899DL1956GOI002674**

**E-TENDER FOR SUPPLY OF CHANA (CHICK PEAS) TO CHHATTISGARH STATE  
CIVIL SUPPLIES CORPORATION LIMITED (CSCSCL).**

E-TENDER NO: STC/C.O./PULSES/TM/01/2016-17 DATED: 28.02.2017  
CLOSING AT 1200 HRS. IST ON 02.03.2017

*COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM DEPUTY GENERAL  
MANAGER(PULSES)*

*OR CAN BE DOWNLOADED FROM OUR WEB SITE:*

[www.stclimited.co.in](http://www.stclimited.co.in)

&

<http://eprocure.gov.in>



**THE STATE TRADING CORPORATION OF INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi – 110001**  
**CIN No.: L74899DL1956GOI002674**

**E-TENDER FOR SUPPLY OF CHANA (CHICK PEAS) TO CHHATTISGARH STATE CIVIL SUPPLIES CORPORATION LIMITED (CSCSCL).**

**(Only for STC's empanelled suppliers for Pulses)**

**1. Invitation for Trade Margin Bids:**

Notice for inviting Trade Margin quotations only from STC's empanelled suppliers for Pulses through Central Public Procurement Portal (CPP) for Participation in Chhattisgarh State Civil Supplies Corporation Limited (CSCSCL) tenders (3) with Ref: ई-निविदा/NOIT/चना/2017/874 Dated 04.02.2017. The said CSCSCL tenders for purchase of **Chana (Chick Peas)** shall be closing at 1700 Hrs on 06.03.2017.

For participation in the CSCSCL tenders STC shall form and lead a Consortium with one of its empanelled Pulses suppliers. The selection of the consortium partner shall be through this E-tender soliciting trade margin quotation only from STC's empanelled Pulses Suppliers. The party quoting highest trade margin in percentage (%) terms will be selected as STC's consortium partner. Interested parties are requested to kindly check the pre-qualification criteria as per the CSCSCL tender.

**2. The details of the purchase requirement as per CSCSCL tenders:**

S.No.	Tender-Wise delivery Centers	Quantity on offer (April, 2017 to March 2018) (in MTs)
1	<b>Samuh -1</b> (District – Bastar, Bijapur, Dantewad, Sukma, Kanker, Kondagaon, Narayanpur, Dhamtri, Balod, Gariyaband, Rajnandgaon)	25,932
2	<b>Samuh -2</b> ( Bilaspur, Korba, Raigarh)	20,088
3	<b>Samuh -3</b> (Balrampur, Koriya, Sarguja, Surajpur)	19,152
<b>TOTAL</b>		<b>65,172</b>

### 3. Quality Specifications

(Specifications of Chana Whole is based on Food Safety & Standard Authority of India regulations 2011):

Chana Whole shall be dried grains of gram ( <i>Cicerarietinum</i> Linn). It shall be sound, clean, sweet, wholesome and free from unwholesome substances. It shall also conform to the following standards, namely;	
Moisture	Not more than 16 per cent. By weight (obtained by heating the pulverized grains at 130 C – 133C for two hours)
Foreign Matter (Extraneous matter)	Not more than 1 per cent. By weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 per cent by weight shall be impurities of animal origin.
Other Edible Grains	Not more than 4 per cent by weight.
Damaged Grains	Not more than 5 per cent by weight.
Weevilled grains	Not more than 10 per cent by weight.
Uric Acid	Not more than 100 mg per Kg.
Aflatoxin	Not more than 30 micrograms per kilogram.
Provided that the total of Foreign matter, other edible grains and damaged grains shall not exceed 9 per cent by weight.	

### 4. Trade Margin document submission

The empanelled parties are requested to submit their Trade Margin Quotation through Central Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) latest by 1200 HRS on 02.03.2017. The party quoting highest trade margin in percentage (%) terms will be selected as STC's consortium partner. The participants are required to submit the following:

- I. Trade Margin quote as per Annexure I.
- II. Tender document with each page signed and stamped by the bidding parties as confirmation to tender terms and conditions.
- III. Empanelled suppliers along with their Trade Margin Quotation shall submit the Samuh-wise Earnest Money Deposit (EMD), prior to closing of this Tender, through RTGS Transfer in favour of STC:-

S.No.	Tender-Wise delivery Centers	EMD AMOUNT
1	<b>Samuh -1</b> (District – Bastar, Bijapur, Dantewad, Sukma, Kanker, Kondagaon, Narayanpur, Dhamtri, Balod, Gariyaband, Rajnandgaon)	<b>Rs.1.43 Crores</b>
2	<b>Samuh -2</b> ( Bilaspur, Korba, Raigarh)	<b>Rs.1.11 Crores</b>
3	<b>Samuh -3</b> (Balrampur, Koriya, Sarguja Surajpur)	<b>Rs.1.06 Crores</b>

- IV. For the selected H1 Trade Margin Supplier the above EMD amount(s) shall be adjusted towards the EMD money, to be deposited to CSCSCL along with bid submission and the balance EMD amount (applicable as per CSCSCL Tender(s) Terms) prior to submission of bid shall be deposited by the H1 Trade Margin Supplier, with STC through RTGS Transfer. For other participants, the deposited EMD amount shall be immediately refunded through RTGS Transfer.

Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) in India within the validity of offer. STC reserves the right to reject and / or accept all or any offers including the highest offer without assigning any reasons.

#### **5. Validity of Trade Margin bid**

The Trade margin quotes submitted by the party must remain valid till **15.03.2017**.

#### **6. Deviations**

No Deviations shall be allowed from the Tender terms and conditions. Trade Margin quotes with deviations shall be summarily rejected. The Bidder has to submit a certificate that the Bid is in complete conformity with the Tender Terms and Conditions as per format in "*Annexure I*".

#### **7. CSCSCL tender terms – Security / undertaking to be provided by H-1 bidder for participation in CSCSCL tenders (3):**

- I. All the tender participants shall deposit EMD through RTGS for participation in CSCSCL tender and thereafter, successful bidder (L-1 bidder) shall be required to submit FD / BG as PBG. The tender-wise requirement for submission of EMD and PBG are as under:

Tender wise Samuh (refer page 2 of this tender document)	EMD to be submitted (value in Crs)	BG / FD by L-1 bidder (Value in Crs)
Samuh 1	4	4
Samuh 2	4.25	4.25
Samuh 3	5.5	5.5

- II. All the participants have to submit undertaking that the terms & condition of CSCSCL tenders are accepted by them and same shall be strictly complied with.

#### **8. Additional security / undertaking to be submitted by H-1 bidder exclusively to STC.**

- I. Security Deposit of 5% payment (exclusively for STC as per Annexure II) to be deposited through RTGS or Bank Guarantee to STC.
- II. On dated cheques in favour of STC for the balance exposure i.e 95% of tender awarded value.
- III. Undertake to arrange stocks as per award and to strictly comply with specifications, packing etc., as per CSCSCL tender terms.

- IV. The selected party should submit an undertaking that in the subject tender they shall be exclusively participating only with STC and will not directly or through any other company participate in the said tender. If the same is found so at later date the said party will be debarred for further tender participation through STC under intimation to all state and central government departments.
- V. All the costs including Processing fee (Rs. 5000/-), bid submission fee (Rs. 311/-), for each Samuh, or any other costs for submitting of bid in CSCSCL tender shall be to H-1 bidder account.

**9. Submission of price bid in CSCSCL tender**

The selected consortium partner shall decide the price of Chana in consultation with STC and after adding STC's trading margin, the bid shall be submitted as per CSCSCL tender terms and conditions.

**10. Payment against supplies**

STC shall release payment to the supplier only upto the extent received from CSCSCL upon receipt, after deducting STC's trade margin from the Invoice Value. Any deduction made by CSCSCL in respect of quality/quantity/delayed supply or any other reasons, will be to the account of the supplier. Any retention made on the Invoice value will be paid to the supplier only upon receipt of same from CSCSCL.

**11. Packing**

As per CSCSCL tenders (three) with Ref: ई-निविदा/NOIT/चना/2017/874 Dated 04.02.2017.

12. CSCSCL tenders (three) with Ref: ई-निविदा/NOIT/चना/2017/874 Dated 04.02.2017 forms and integral part of this tender.

**13. Consortium agreement**

On award of tender by CSCSCL, STC shall be signing a Consortium agreement with the selected party (s) (H-1 trade margin bidder(s)). The terms and conditions of CSCSCL Tender, Letter of Acceptance issued by the STC along with any amendment issued prior to signing of consortium agreement between STC and the successful bidder (s) and upon execution of formal contract shall form part of such agreement.

**14. Sub-contracting no allowed**

No sub-contracting by the bidder shall be accepted. Any subcontracting shall be treated as breach of terms and conditions of this tender and on the consequences the security deposit, if any shall be forfeited.

**15. Force Majeure**

Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/STC from wholly or partially carrying out his 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 fulfill its contractual obligations without title to indemnification of any 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 the contract. A certificate issued by the respective Chamber of Commerce in the Supplier or the STC country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days from the date of occurrence of force majeure.

**16. Damages**

If the goods are not delivered within the contracted period of delivery or stipulated arrival period, the supplier shall be liable to pay to the STC on demand without any protest whatsoever, damages on account of extra expenditure, loss of revenue or loss of industrial production in the STC's country and loss of other benefits to the STC. The quantum of such damages will be determined at the sole discretion of STC.

**17. Liquidated Damages**

In case of delay in supplies beyond the quoted dispatch period, liquidated damages to the extent of 0.5% of the cost of the delayed supplies per week is applicable, subject to a maximum of 10%, wherein a delay of more than three (3) days shall be considered to be one full week. Beyond this period, we reserve the right to either extend further or to cancel the contract.

**18. Cancellation of Contract**

If the supplier fails to deliver the goods within specified delivery period for reasons other than Force Majeure, the STC shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

**19. Arbitration**

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be New Delhi.

**20. Indemnification**

The successful bidder shall fully indemnify, hold harmless and defend the STC and its directors, officers etc from and against all claims, liabilities, suits, damages etc caused due to negligence/commission/omission of the Successful bidder, its agents, representatives or sub-contractors under this e-tender or under the applicable laws of India.

DEPUTY GENERAL MANAGER (AGRO)

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ANNEXURE I**TRADE MARGIN QUOTATION**

S. No.	Delivery Points (as per CSCSCL tender)	Chana Quantity offered (in MTs)	Trade Margin for STC in %	Details of EMD Transferred Through RTGS
1	<b>Samuh - 1</b> (District – Bastar, Bijapur, Dantewad, Sukma, Kanker, Kondagaon, Narayanpur, Dhamtri, Balod, Gariyaband, Rajnandgaon)			
2	<b>Samuh -2</b> ( Bilaspur, Korba, Raigarh)			
3	<b>Samuh -3</b> (Balrampur, Koriya, Sarguj, Surajpur)			

We hereby agree to the all terms and conditions as per Notice Ref. No: **STC/C.O./PULSES/TM/01/2016-17 DT 28.02.2017 & Chhattisgarh State Civil Supplies Corporations Limited Tender (three tenders) with Ref: ई-निविदा/NOIT/चना/2017/874 Dated 04.02.2017.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal

Place:

Date:



**ANNEXURE II****PERFORMANCE GUARANTEE BOND**

*(To be executed by any first class International Bank through its Branch office in New Delhi (India) on stamp paper of Rs.100/-)*

M/s. State Trading Corporation of India Limited,  
Jawahar Vyapar Bhavan,  
1, Tolstoy Marg,  
New Delhi -110001.

In consideration of \_\_\_\_\_ (“the seller/importer/exporter/beneficiary”) having agreed to \_\_\_\_\_ ( hereinafter called “ the said Contractor(s)” ) from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called ” the said Agreement”) , of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions in the said Agreement, on production of a bank guarantee for Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ only) , we Bank \_\_\_\_\_ (hereinafter referred to as “ the Bank”) do hereby undertake to pay to the beneficiary an amount not exceeding ` \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused or suffered by the beneficiary by reason of a breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. Against LOI/Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called said LOI/Contract) entered into between The State Trading Corporation of India Limited (hereinafter called the STCs) and M/s

\_\_\_\_\_ (hereinafter called the suppliers), this is to certify that at the request of the Suppliers, We \_\_\_\_\_ (Name and full address of the Bank) (hereinafter referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) have issued this guarantee in favour of STCs for the amount of (Indian Rupee) INR \_\_\_\_\_ and hereby expressly unconditionally and irrevocably guarantee and undertake to pay the amount demanded by the STCs not exceeding the sum of INR \_\_\_\_\_ only, without any demur, protest and without any reference or recourse to the Supplier notwithstanding any dispute raised by the Supplier in any suit proceedings relating thereto pending before any court or tribunal.

2. Our liability under these presents being absolute and unequivocal. The payment shall be made to STC across the Counter of the Bank on the same day of receipt of invocation of this Performance Bank Guarantee, if the Suppliers fail to perform all or any of their obligations under the said Contract. The decision of the STCs duly communicated in

writing to the bank during its currency that the suppliers have failed to perform all or any of the obligations under the LOI/Contract shall not be questioned and shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the suppliers). The said amount of INR\_\_\_\_\_will accordingly forthwith be paid without any conditions or proof whatsoever.

3. It is fully understood that this Guarantee shall initially be effective for a period of **6 months** which shall be extended periodically till satisfactory performance of contract. We \_\_\_\_\_(Name of the Bank) undertake not to revoke this guarantee during its currency, without express consent from the STC.
4. We, (Guarantor), further agree with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without accepting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Business associate from time to time or to postpone for any time or from time to any of the power exercisable by the beneficiary against the said Business associate and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Business associate or for any forbearance, act or omission on the part of beneficiary or any indulgence by the beneficiary to the said Business associate or by any such matter or thing whatsoever which under the Law relating to sureties which would but for this provision have effect of so relieving us.”
4. We, \_\_\_\_\_(Name of the Bank), further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said Supplier/STC/Bank or for any other reason whatsoever.
5. The Guarantee will be governed by Indian laws and will be subject to jurisdiction of Competent Courts at New Delhi in India alone.

FOR-----  
BANK

ACCEPTED

N.B. Conditional PBG will not be accepted.  
PBG to be furnished in INR (Indian Rupee) only.  
Cash against PBG in INR is also accepted.  
PBG in US Dollar will not be accepted.

**ANNEXURE-III****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/Contractor**”

**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/contractors.

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)/contractor(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 in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder/Contractor**

- (1). The Bidder/Contractor 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.
  - a. The Bidder/Contractor 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/Contractor will not enter with other bidder(s)/contractor(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/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor 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/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder/Contractor 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/Contractor 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/Contractor will not instigate third persons/firms, association or companies 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 a 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.

**Section 5 – Previous transgression**

- (1) The Bidder/Contractor declares that there is no previous transgressions in the last 3 years with any Company in any country with regard to anti-corruption approach 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.
- (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 (s)/contractor (s) who do 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 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 is under obligation to 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 though such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offers to Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take corrective action or to take other relevant action. The Monitor can in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they shall act in specific manner, or to 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 and at the registered office/place of business of the parties.
- (3) Side agreements have not been made.
- (4) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

- (5) Should one or several provisions of this agreement turn out to be invalid, 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)**

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

(Office Seal)

(Office Seal)

Place :

Date:

Witness 1: Name & Address

Witness 2: Name & Address

**ANNEXURE-IV****SPECIAL TERMS & CONDITIONS FOR PRICE BID TO BE SUBMITTED IN ELECTRONIC MODE.**

E-Tender is available on STC's website and e-procurement website **URL:- [www.stclimited.co.in](http://www.stclimited.co.in), [www.eprocure.gov.in](http://www.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 of NIC [www.eprocure.gov.in](http://www.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 [www.eprocure.gov.in](http://www.eprocure.gov.in).

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 will have to register with E-Procurement portal. For registering, please go to **URL:- [www.eprocure.gov.in](http://www.eprocure.gov.in)** and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

**Note:** 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.

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

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