## **INTEGRITY PACT**

#### Between

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

And		
<u>Preamble</u>		
STC is an international trading company dealing in purchase, sale, export and import / or		

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

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- (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) / contractor(s) confidential/additional information through which the bidder(s) / contractor(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.

#### 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 employee 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 its 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.
  - 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.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder/Contractor 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 or take action as per procedure mentioned in the "Policy for Banning of Business Dealings". Copy of the "Policy for Banning of Business Dealings" is enclosed at Annexure-1.

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 value or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

#### Section 5 – Previous transgression

- (1) The Bidder/Contractor declares that it did not commit any transgression(s) in the last 3 years with any other 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 or action can be taken as per the procedure mentioned in "Policy for Banning of Business Dealings".

#### 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 violating 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**

- (1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact after approval of CVC. 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 / her functions neutrally and independently. The monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of Bidder / Contractor as confidential. He / she 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 / her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor.
- (4) The monitor is under contractual obligation to treat the information and documents of STC and Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The monitor has also signed declarations on 'Non-Disclosure Agreement,' and 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, STC and recuse himself / herself from that case.
- (5) 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.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she 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 act in specific manner, refrain from action or tolerate action.
- (7) 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.
- (8) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and 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 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 Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 CMD, STC.

## Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. 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 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 shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure (Policy for Banning of Business Dealings), the Clause in the Integrity Pact will prevail.

(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

ANNEXUNE-1

# The State Trading Corporation of India Limited

# Policy for Banning of Business Dealings

## 1. Introduction

STC deals with a number of buyers, suppliers, vendors, contractors, consultants, service providers and other parties in the course of its day to day operations. It is essential that both STC as well as the parties with whom it deals adopt the highest standards of ethics, integrity, transparency, commitment and sincerity in all business dealings. It may prove harmful to STC's interest to deal with any party who has earlier committed deception, fraud or resorted to malpractice or misconduct of any nature in the tendering process and/or execution of assigned order / contract either with STC or any other public sector / Govt. organization.

It is therefore essential that no business dealings are undertaken by any Division or Branch of the Corporation with any party not having a clean track record. At the same time, such a decision has wide ramifications for the party in terms of its eligibility for tenders/award/contracts or any further orders from STC or other Govt. organizations. The decision to suspend / ban business dealings with any party is therefore required to be taken after due consideration of all relevant issues and after providing adequate opportunity of hearing to the party and considering the explanation, if tendered, before passing any order in this regard.

This Policy aims to lay down grounds and procedures for such actions. The words Blacklisting, Holiday Listing, Debarring and Banning shall be considered to have one and the same meaning and the term Banning of Business Dealings and Banned Parties used in this Policy shall include Blacklisting / Holiday Listing / Debarring / Suspension etc.

### 2. Scope

- 2.1 STC reserves its right to ban business dealings with any party, if it is found to have committed misconduct or resorted to malpractice or if any of its action(s) falling under any such categories or as laid down in this Policy.
- 2.2 This Policy shall come into force with effect from the date of its issuance after Board approval.
- 2.3 The procedure as contained in this Policy shall be followed for all cases to ban business dealings with Parties by STC for future Contracts / Agreements / Tenders etc entered into/issued subsequent to the approval of these guidelines by the Board.

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- 2.4 This policy will not be applicable upon any past decision of black listing of an associate/party. Any decision for banning of business dealings with any Party imposed prior to this Policy coming into effect shall continue to be in force.
- 2.5 This policy shall be published on STC website and all tenders shall have a clause expressly stating that the Policy for banning of business dealings as adopted by STC and available on STC website shall be applicable in the context of all tenders floated and all consequent orders / contracts / purchase orders placed by STC.
- 2.6 This policy will expire after two years from the date of its issuance after Board approval unless renewed. However the parties already banned during the tenure of the policy will continue to remain banned for the duration for which ban is imposed.

## 3. Definitions:

In these Guidelines, unless the context otherwise requires:

- 3.1 "Corporation" or "STC" shall mean The State Trading Corporation of India Limited with its Registered Office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001.
- 3.2 "Ministry" shall mean Ministry of Commerce and Industry, Government of India.
- 3.3 'Party' shall mean any Supplier / Buyer / Associate / Bidder/ Contractor / Sub-contractor / Agency on whom order has been placed for any goods, services or works or with whom an agreement has been entered into for certain business transaction. It shall include, but not be limited to, a public limited company or a private limited company, a firm whether registered or not, a limited liability partnership firm, any individual, a cooperative society or an association or a group of persons, or constituents of an unincorporated Joint Venture Company.
- 3.4 "Competent Authority" shall mean Director of concerned functional area.
- 3.5 "Appellate Authority" shall mean Chairman of STC
- 3.6 'Malpractice' shall inter-alia include the following:





- a. Offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence the actions of STC's official(s) in selection process or in contract execution.
- b. All acts of commission and omission on the part of a Party or with its connivance or by its agent(s) / sub-contractors with the intent of misrepresenting / submitting false documents and / or providing false information or concealing the fact(s) or deceiving in order to influence a selection process to obtain an order or to obtain a financial benefit or to avoid an obligation.
- c. Making or attempting to make along with other bidders or prospective bidders (prior to or after bid submission) a scheme or arrangement designed to establish bid prices at artificial noncompetitive levels and to deprive the Corporation of the benefits of free and open competition or being part of any cartels or anti-competitive agreements as defined under the Competition Act 2002.
- d. Impairing or harming or threatening to impair or harm directly or indirectly, STC or any Party appointed by it or its property to influence the legitimate actions of the STC or its agency.
- e. Obstructing any investigation or auditing of a procurement process or of performance of any agreement or contract entered into with STC.
- f. Deliberately violating or circumventing the provisions of labour laws / regulations / rules, safety norms, environmental norms or any other statutory requirements.
- 3.7 "Mis-conduct" shall mean any act of commission or omission by the Party, which harm or may have the potential to harm STC's interest and will inter-alia include the following:
  - a. Submission of fake, false or forged documents / certificates.
  - b. Non-deployment of the technical staff or equipment considered necessary as per the terms & conditions of contract / award.
  - c. Non-supply/deficit supply of ordered goods or services or supply of inferior quality goods or services with reference to specifications under the Contract.
  - d. Executing poor quality work below the acceptable limits stipulated in the Contract.

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- e. Misbehavior or physical manhandling by the Party or its representative or any person acting on its behalf with any official of STC.
- f. Substituting the materials supplied by STC or not returning or unauthorizedly disposing off materials / documents / drawings / tools or plants or equipments supplied by STC.
- g. Deliberately indulging in defective works or supply of defective materials.
- h. Committing breach of contract or that of any of the terms and conditions of the contract including but not restricted to material alterations, refusing to perform the contract or creating unauthorized sub-agency contract.
- i. If the party indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
- j. Pilferage/unauthorized lifting of STC stocks being charged to it or under the possession of it without specific written orders of STC.
- k. If the party continuously refuses to return/ refund the dues of STC without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- Not honoring the award / contract / purchase order after the same is issued by STC.
- m. Parting with, leaking or providing confidential / proprietary information of STC to any third party without the prior consent of STC or breaching any of the terms and conditions stipulated under the integrity pact.
- 3.8 "Nodal Division" shall mean the Management Services Division or any other Division as nominated by CMD to perform the role of overseeing the process of the banning of business dealings and to ensure adherence to Policy, maintaining, updating and publishing the list of banned Parties, etc.
- 4. Grounds for Banning of Business Dealings

Business dealings with a Party may be banned on account of the reasons, which shall include, but shall not be limited to the following:

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- (i) If the Party is found to be in breach of terms & conditions of the Contract.
- (ii) If the Party, in the context of its dealings with the Corporation has indulged in any Malpractice or is involved in any act of Commission or Omission which falls under Misconduct.

The following additional grounds may also lead to banning of business dealings with a Party:

- a. If a communication is received from the Ministry / CBI / other Govt. departments or other CPSEs under the control of the Ministry to ban future business dealings with the Party;
- b. If the Party has become bankrupt, OR is being dissolved OR has resolved to be wound up OR any other action taken by or against such party under insolvency and bankruptcy code 2016 and the appropriate order for dissolving the corporate entity has been passed by the appropriate authority or any of the ensuing act has been taken and completed in terms of the said code leading completion of any of the process pertaining to insolvency and Bankruptcy;
- c. Any other ground like giving wrong/incorrect/false information/declaration, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Party; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

# 5. Procedure for Banning of Business Dealings

- 5.1. Proceedings for banning of business dealings shall be initiated against a Party as and when any fact or information disclosing or sustaining any of the above mentioned grounds comes to the knowledge of STC. However, before taking a decision, STC shall provide a fair opportunity of defense to the Party.
- 5.2 If a party fails to make payment/lift the material before the end of the agreed period or indulges in any malpractice or involves in any act falling under misconduct, a grace period of one month shall be given to the party depending upon the nature/value/problem in the transaction, to clear the dues/resolve the issue. The concerned division/branch shall regularly take up the matter of non-payment/non-lifting with the party and persuade the party to perform as per contractual provision. However, by the end of the grace period.

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if the party fails to offer any justifiable grounds or fails to fulfill the commitment with regard to payment/lifting of material, the Division/Branch shall initiate the process of banning of business dealings with the party with the approval of the Competent Authority. The Division/Branch shall continue to avail all legal and commercial options to recover the pending amounts.

- 5.3. The proceedings shall start with a proposal by the Concerned Division / Branch for initiating action against the Party.
- 5.4. The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note highlighting reasons for the proposed action. A draft show cause notice will also be attached to the proposal.
- 5.5. The show cause notice drafted by the concerned Division / Branch and duly vetted by Legal Division shall indicate clearly and precisely the charges/misconduct which shall be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior or malpractice or any other ground for banning of business dealing as provided in this policy shall be appended to the show-cause notice.
- 5.6. Based on the proposal, Competent Authority will take a view on whether to go ahead with issuing of Show Cause Notice or to drop the proposal. In case it is decided to go ahead with the proposal, the Show Cause Notice will be approved by the Competent Authority.
- 5.7. Thereupon the Show Cause Notice, as approved, will be issued by the concerned Division / Branch. The Party shall be asked to submit a written statement in its defense within 15 days of the receipt of show cause notice. Before issuing the Show Cause Notice, concerned Division / Branch should give intimation to the Nodal Division regarding the proposed action against the Party, along with a copy of the Show Cause notice for record. The Nodal Division shall in turn convey this information to all Divisions / Branches across the Corporation.
- 5.8 On receipt of the explanation from the Party, the concerned Division / Branch will put up a speaking proposal for banning of business dealings with the party or otherwise, to the Competent Authority. This proposal would consist of a background of the case, copy of initiation of proposal earlier approved by the Competent Authority, copy of the Show Cause Notice issued and Party's reply received alongwith comments of the Division/Branch on the same. The period for which banning is recommended shall also be clearly mentioned in the proposal. All relevant supporting documents shall also be attached. In

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case no explanation is received from the Party within the stipulated time, the case shall be proceeded ex-parte.

- 5.9. The proposal along with the reply from the Party would be evaluated by the Competent Authority, who may decide to:
  - Approve the proposal for banning the business dealings as such or otherwise.
  - Approve the proposal for banning the business dealings for a period higher/lower than the period that was recommended by the Division/Branch.
  - Reject the proposal, in case, based on explanation furnished by the Party, the Competent Authority is of the opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Party had no control.
- 5.10. The decision of the Competent Authority regarding banning of business dealings, or otherwise shall be communicated to the Party concerned by the concerned Division/Branch. A copy will also be provided to Nodal Division & Competent Authority. The Nodal Division shall in turn convey this information to all Division/Branches across the Corporation.
- 5.11 Ordinarily, the ban on the business dealings with a Party shall not be less than 1 year and shall not be more than 3 years. The period for which the business dealings would be banned will be based on the facts and circumstances under which the banning decision is taken.
- 5.12. In cases where banning of business dealings is proposed based on advice from the Ministry / CBI / other Govt. departments or other CPSEs under the control of the Ministry, no show cause notice will be issued and no formal decision by Competent Authority will be required. The Nodal Division will directly intimate the Party that they have been placed in banned list by STC based on such advice. The Nodal Division will also inform all concerned Divisions / Branches of STC. The period of ban in such cases shall be the same as indicated by the Ministry/ Advising department.

## 6. Provision for Appeal

6.1. A Party aggrieved with the STC's decision of banning of business dealings shall have the option of filing an appeal against the decision to the Appellate Authority within 15 days from the date of receipt of intimation of banning of business dealings failing which the decision of the Competent Authority shall be treated as final.

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- 6.2. No request for condoning of delay in filing the appeal shall be entertained.
- 6.3. On receipt of the Appeal from the Party, the Appellate Authority, if it so desires, may call for comments from the Competent Authority who had taken the decision for banning of business dealings.
- 6.4. The Appellate Authority, if it so desires, may give an opportunity of personal hearing to the authorized representatives of the Party by asking them to appear before it to clarify the Party's stand by giving a minimum 5 days notice.
- 6.5. After examining the facts of the case and documents available on record and considering the submissions of the Party, the Appellate Authority shall pass an appropriate order and thereby:

Uphold the decision of Competent authority with or without any variation (such as lesser period of banning the business dealings);

OR

Annul the order of the Competent Authority.

- 6.6. Appellate Authority shall ordinarily pass its order within 45 days from the date of receipt of appeal.
- 6.7. Order of the Appellate Authority, shall be communicated to the Party by the Concerned Division/Branch.
- 6.8. Concerned Division / Branch shall give intimation to the Nodal Division regarding any change in the decision of banning of business dealings as a result of consideration by the Appellate Authority. A copy of the order shall also be given to the Competent Authority and to the Nodal Division. The Nodal Division shall in turn convey this information to al Division/Branches across the Corporation and shall also publish this information on STC website for information and reference. The Nodal Division shall also notify the change in the decision of banning of business dealings to the Ministry and to all public sector trading enterprises under the Ministry.

Information to Ministry of Corporate Affairs/ROC etc. as applicable, shall be forwarded/submitted by the Company Secretary after due cognizance of the decision regarding banning of business dealings with the party.

6.9. No Appeal shall be permitted in case business dealings with a Party are banned based on the advice of Ministry / CBI / other Govt. departments or other CPSEs under the control of the Ministry.

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# 7. Effect of Banning of Business Dealings

- 7.1. No enquiry / bid / tender shall be entertained from the Party as long as business dealings with it remain banned. Also, no further trade transaction will be entered into with such an entity during ban period.
- 7.2. If the business dealings with a Party are banned during the process of tendering/bidding, the bids received from the party shall be ignored and the Bank Guarantee/Earnest Money Deposit if any submitted by the party shall be returned.
- 7.3. Ban on business dealings will apply only to the contracts/orders to be awarded after the ban has come into place.

# 8. Revocation of Banning of Business Dealings:\

- 8.1. An order of banning of business dealings once passed for a certain specified period can be revoked only as under:
  - a. An order of banning of business dealings passed for a certain specified period shall stand automatically revoked on the expiry of the specified period.
  - b. An order of banning of business dealings, on a review during its currency of operation, may be revoked by FMCOD on recommendation of the concerned Division and Director of concerned functional area depending upon facts and circumstances.
  - Concerned Division / Branch shall give intimation to the Nodal Division and also communicate to party regarding any change in the decision of banning of business dealings. The Nodal Division shall in turn convey this information to all Divisions/Branches across the Corporation and shall also publish this information on STC website for information and reference. The Nodal Division shall also notify the change in the decision of banning of business dealings to the Ministry and to all public sector trading enterprises under the Ministry.

Information to Ministry of Corporate Affairs/ROC etc. as applicable, shall be forwarded/submitted by the Company Secretary after due cognizance of the decision regarding banning of business dealings with the party.

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9. Publishing of Names of Parties with whom Business Dealings have been Banned on STC Web-site

The names of the Agencies with whom Business Dealings have been banned shall be published on STC website. and will also be sured with other SV's under the ministry.

(Sanjive Rohatgi) GM -Law

(SK Singhal) GM-F (Vivek Mathur) CGM (SP Lakpa)

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