



The State Trading Corporation of India Limited

6th Floor, H.K House, Behind Jivabhai Chambers,
Ashram Road, Ahmedabad - 380009

INVITES

EXPRESSION OF INTEREST (EOI)

EOI No. : STC/AHMEDABAD/BITUMEN TANKS/2017-18

DATED 24.04.2017

**For arranging construction and utilization of New Tank(s) for storage of
imported Bulk Bitumen cargo at any sea port of Gujarat.**

Interested Applicants can apply against the EOI but not later than 21.07.2017, 11:00 HRS

Website: www.stclimited.co.in

EOI for arranging construction and utilization of New Tank(s) for storage of imported Bulk Bitumen cargo at any sea port of Gujarat.

ABOUT US

THE STATE TRADING CORPORATION OF INDIA LTD. (STC), incorporated under the Companies Act, 1956 having its registered/corporate office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi — 110 001 and its Branch Office at “6th Floor, H.K House, Behind Jivabhai Chambers, Ashram Road, Ahmedabad – 380009” is a Government of India Enterprise and functions under the administrative control of Department of Commerce, Ministry of Commerce & Industry, Government of India.

STC is a premier international trading organization of India having strong nation-wide presence with offices covering most of the major port towns in India with deployment of highly skilled and experienced manpower for handling international and domestic trading of various commodities/products for more than five decades. STC has achieved a turnover of approx. Rs. 10,479 Crores during the year 2015-16.

STC hereby invites Expression of Interest (EOI) from prospective applicants for arranging construction and utilization of New Tank(s) for storage of imported Bulk Bitumen cargo at any sea port of Gujarat as per following scope of work:

1. SCOPE OF WORK

a) Prospective applicants shall identify the plots location at any sea port of Gujarat, where Tanks are to be constructed for storing large quantities of Bulk Bitumen. Plots shall have suitable space for entry and exit of Road tankers. After identification of plots and subsequent analysis of the location(s), STC shall approach the owner of land/port authority to obtain lease for suitable period at the cost of the associate for above purpose. STC will sign MOU/Agreement to sub-lease the plot(s) to prospective applicant for construction of bulk bitumen storage tanks along with below mentioned associated facilities on coterminous basis and on back to back basis.

- i. Fully insulated bulk bitumen Storage Tanks of adequate capacity having proper heating system so as to maintain the product in homogenous and flowing condition at all times.

- ii.** The auxiliary pipelines from the oil jetty leading to the bulk bitumen storage tanks and from storage tanks to the loading gantry with proper insulation and heating system thereby assuring to prevent solidifying of the bitumen during discharge in winters. The pipelines must have a pigging station so as to clear the line after each ship's discharge.
 - iii.** Adequate pumps of suitable capacity ratings and with standby pumping arrangements for proper discharge of bitumen from oil jetty to bulk storage tanks and from bulk storage tanks to truck tanks under any weather conditions.
 - iv.** Tank Truck Gantry with sufficient no. of bays for loading of tank trucks (truck capacity of 10MT to 30MT) so that adequate volume can be handled.
 - v.** Weigh-bridge of adequate capacity.
 - vi.** DG power back up for adequate capacity for 24 x 7 operations.
 - vii.** Adequate truck parking facility within the terminal area.
 - viii.** Boundary wall of the terminal along with control room and other related required facilities.
 - ix.** Construction, erection, pre-commissioning, inspection, testing, Calibration, Painting and commissioning must be done within stipulated time period.
 - x.** To provide guarantee for the systems for safe operations.
 - xi.** Handing over the new constructed tankage facility to STC in fully operating condition.
- b)** The prospective applicant shall submit detailed project report which includes inter-alia feasibility study, business plan for construction and utilization of storage tanks, capacity of the Bulk Bitumen Storage Tanks vis-à-vis demand in that region, Specification of storage tanks and facilities to be included, time estimates, costing and pricing estimates, logistic management etc. to STC. Capacity of the storage tanks shall be finalized after assessing demand in that region.
- c)** It is explicitly mentioned that entire cost and expenditure towards construction of Storage Tanks alongwith all its associated facilities (including survey or consultancy fee/construction fee, construction of connecting pipelines etc.) and any other incidental cost will be jointly verified by STC and Prospective Applicant and has to be

unequivocally borne by the Prospective Applicant only.

- d)** Ownership of constructed storage tanks along with entire associated facilities to be in the name of STC. Prospective applicant may station its technical, logistics manpower for smooth functioning of the proposed facilities and also arrange Tank Trucks/bitutainers for supply of Bulk Bitumen to STC's customers.
- e)** STC will take the suitable insurance policy of Storage Tanks along with its associated facilities in its own name at the cost of Prospective Applicant which will be adjusted over the lease period.
- f)** Prospective applicant shall adjust entire costs, expenses for the construction of new storage tanks and associated facilities as per scope of work and returns incurred from the utilization these tanks to STC over the lease period.
- g)** STC as per requirement of its customers may import large quantities of Bulk Bitumen and store into the proposed facilities. Imported cargo stored in the bulk Storage tanks will be in the name of STC.
- h)** STC shall sell the bulk bitumen stored in storage tanks to either to prospective applicant or directly to its customers after charging a nominal trading margin. The amount of trading margin would be decided by STC at their sole discretion and the same shall not be contested by the Applicants.
- i)** The prospective applicant shall enter into agreement with STC for marketing of imported bulk bitumen to customers and supply to their location as and when required. The prospective applicant shall divert its existing clients to the proposed facility.
- j)** Prospective applicant shall arrange and manage for Tank trucks/bitutainers for supply from the storage facility to customers throughout India.

2. MODUS OPERANDI

- a)** An agreement to be signed by STC with prospective applicant for construction of bulk bitumen storage tanks as per aforementioned scope of work.
- b)** STC will import the Bulk Bitumen Cargo to the designated storage tanks as per STC's trading guidelines in most competitive transparent way.
- c)** Cargo will be Stored in the bulk storage tanks.

- d) STC shall sell the bulk bitumen stored in storage tanks either to prospective applicant or directly to its customers after charging a nominal trading margin. The amount of trading margin would be decided by STC at their sole discretion and the same shall not be contested by the Applicants.
- e) The prospective applicant shall enter into agreement with STC for marketing of imported bulk bitumen to customers and supply to their location as and when required. The prospective applicant shall divert its existing clients to the proposed facility.

3. PREQUALIFICATION CRITERION

- a) The applicant must have knowledge of import/export and supplying of liquid cargo/bitumen in India and abroad and in proof of exports, the applicant shall furnish certified copies of BRC + B/L and while in case of domestic supplies the applicant shall furnish certified copies of purchase orders and original performance certificates from end users in support of their credentials.
- b) The applicant shall submit an undertaking to the effect that it has resources to invest and undertake the job as mentioned in scope of work as per Annexure III.
- c) The applicant company/partnership/proprietorship should have a positive net worth and profit making in each of the financial year during the last three years ending 2015/16

4. OTHER TERMS AND CONDITIONS

- a) The applicant shall submit an undertaking to the effect that it has all the statutory required Permission(s)/ License(s)/Registration(s) from Appropriate Authority/ Government for the performance of scope of work.
- b) The prospective applicant should not have been blacklisted / banned for doing business and participation in tender by Government of India or by any Government Undertaking for construction and utilization of New Tank(s) for storage of imported Bulk Bitumen cargo/supply of bitumen or otherwise in India. The applicants shall have to submit an UNDERTAKING (enclosed as Annexure II) to this effect along with submission of documents under this EOI. In case of submission of false declaration (found at any stage), such applicants shall be disqualified.
- c) In case the value of the contract exceeds Rs.5 Crores, the prospective applicant will also be required to sign Integrity Pact as per Annexure IV. It will be assumed that all prospective applicants have gone through the Integrity Pact (Annexure IV of this EOI) and have no objections whatsoever in signing the same.

- d)** The applicant shall keep STC indemnified at all times against any claims, liabilities, proceedings etc. from any third party or otherwise arising out of or in connection with any of the terms and conditions of this EOI & subsequent agreements, if any.
- e)** In case of violation of terms and conditions of the contents of the EOI, violation of statutory regulations, violation of local laws, STC shall reserve the right to terminate the services provided to the prospective applicant
- f)** Once the applicant has submitted his interest, it will be deemed that the applicant has satisfied himself/herself with the terms and conditions of the EOI and will abide by the same.
- g)** The Applicant may also be asked to furnish additional information/document(s) /confirmation in connection with verification of the documents submitted by the Applicant, if deemed necessary, at the sole discretion of STC.
- h)** The applicant shall ensure compliance of all the Government regulations, policies, guidelines, orders, conventions etc., in force related to any or all of the activities covered in this EOI.
- i)** The applicants shall undertake to abide by the statutory requirements and guidelines of the Indian Government from time to time.
- j)** All documents submitted in response to this "EOI" shall be kept in the custody of STC upon submission.
- k)** Where the Applicant believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect the Proponent's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable, STC will give effect to the Applicant's stated wishes, and requests for access to such information will be determined under provisions of RTI Act-2005.
- l)** STC is not bound contractually or in any other way to any Applicant/s to this EOI. STC is not liable for any costs or compensation in relation to this EOI by the Applicant/s if STC terminates, varies, or suspends the EOI process or takes any other action permitted under this EOI, including consideration of concepts proposed in future developments. The EOI request is not the subject of any process between STC and applicant or potential applicant.
- m)** In the event that STC is at any time for any reason whatsoever called upon to discharge

any liability or compensation or penalty or damage arising as a result of the act of negligence, wilful default, commission or omission of any obligations by the applicants, the applicants shall indemnify STC to the extent of such shortfall or loss or compensation or penalty or damage or injury resulted to it together with all incidental legal costs and consequences that STC may be required to bear in connection thereto.

- n) The above terms and conditions shall have to be considered by the Applicant in totality and the pre-qualification bid containing incomplete documents & not complying with the above conditions shall be summarily rejected.
- o) STC reserves the right to accept or reject any application against EOI without assigning any reasons whatsoever. The decision of STC in this regard shall be final and binding on all participating applicants.
- p) Submission of application by applicants does not entail any commitment from STC to enter into contracts. STC reserves its right to abandon any part or whole of process without prior notice to prospective applicants.
- q) All documents submitted by the applicants should be signed and stamped on each page by their authorized representatives.

5. **OTHER DOCUMENTS REQUIRED**

The interested applicant shall submit in addition to above mentioned documents the following information/documents **in seriatim with cover page index** as per the format(s) attached herewith along with their detailed proposal in a sealed envelope (with EOI number & date written on it) with **each page of the document numbered, stamped and initialed.**

- a) Cover page Index showing documents attached/enclosed with corresponding page number.
- b) Duly filled and signed application form as per **Annexure-I**.
- c) An undertaking by the applicant as per **Annexure II** that applicant has not been blacklisted/banned/barred for doing business and participation in Tender by Government of India or by any Government Undertaking in India for construction of Bulk Bitumen storage tanks, import of bitumen, supply of bitumen and for performance of scope of work mentioned in this EOI.
- d) An undertaking that the applicant has resources to invest and undertake the job as mentioned in scope of work as per **Annexure III**.

- e) Audited Balance Sheet and Profit & Loss Statement of the Company/partnership/proprietorship for the last 3 financial years i.e. 2013-14, 2014-15 and 2015-16.
- f) Copy of the income tax return filed in the last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 should also be provided.
- g) A **non-refundable** fee of Rs. 5,000/- (Rupees Five Thousand Only) towards processing charges, in the form of a demand draft favoring "The State Trading Corporation of India Ltd." payable at Ahmedabad must be submitted along with the EOI application. **No exemption shall be granted in this regard.**
- h) A recent satisfactory Bankers Report as on submission of interest for direct submission to STC from their lead banker in a sealed cover.
- i) Copy of Certified partnership deed and Registration certificate of Firm in case of Partnership/proprietorship while Copy of Certificate of Incorporation, Copy of Memorandum and Articles of Association in case of Company.
- j) The interested applicant has to submit solvency certificate from a scheduled nationalized Indian Bank to show their credit worthiness for 100% of the estimated cost of the project in Indian Rupees or equivalent foreign currency.
- k) The prospective applicant shall submit a satisfactory Credit Rating Report not more than six months old as on submission of interest from any of the following International Credit Rating agencies for direct submission to STC by the concerned agency in a sealed cover :
- Dun & Bradstreet
 - Moody's
 - Standard & Poor

In case such report is not available with applicant, Demand Draft of Rs. 6000/- in favour of The State Trading Corporation of India Limited payable at Ahmedabad to be submitted by prospective applicant for obtaining said report by STC.

- l) List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors. For proprietorship a certificate for the same from competent authority, for partnership, certified copy of the registered partnership deed/partnership agreement.
- m) Board Resolution/Letter from partners authorizing all or any one of the Director,

Partners to sign the documents.

- n) Signature of Partners/Directors/Proprietors duly attested by the bank.
- o) Import Export Certificate, if any.
- p) Copy of PAN, VAT/CST/Tin Number Certificate/CIN/DIN of authorized signatories, Trade License or equivalent.
- q) Complete signed copy of EOI as a token of acceptance of all the terms & conditions.

6. **SUBMISSION OF DOCUMENTS**

- a) Prospective applicant may download Expression of Interest document from our website www.stclimited.co.in , www.tenders.gov.in and www.eprocure.gov.in or else may obtain a copy of the same or seek any clarification from below mentioned officers at STC Ahmedabad Branch during office hours on any working day but not later than the last date of submission of EOI.
 - 1. **Mr. Jatin Saini, Manager (Marketing)**, The State Trading Corporation of India Limited, 6th Floor, H.K House, Behind Jivabhai Chambers, Ashram Road, Ahmedabad – 380009, Tel No. 079-26594007, 079-26594000.
 - 2. **Mr. Raghuvir Rudakia, Manager (Marketing)**, The State Trading Corporation of India Limited, 6th Floor, H.K House, Behind Jivabhai Chambers, Ashram Road, Ahmedabad – 380009, Tel No. 079-26594002, 079-26594000.
- b) No press advertisement shall be issued for the updation/Corrigendum/Addendum. Prospective applicants are therefore advised to regularly visit above mentioned websites to update themselves.
- c) **Last Date for submission of Expression of Interest:** The last date & time for submission of the Expression of Interest is **21.07.2017 11:00 HRS IST**. **EOI Opening Date is 21.07.2017 at 12:30 HRS** at The State Trading Corporation of India Limited, 6th Floor, H.K House, Behind Jivabhai Chambers, Ashram Road, Ahmedabad – 380009.
- d) **Place for submission of EOI & Method of delivery:** The Expression of Interest should be sent via speed/registered post to **Sh. Sandeep Kureel, Branch Manager**, The State Trading Corporation of India Limited, 6th Floor, H.K House, Behind Jivabhai Chambers, Ashram Road, Ahmedabad – 380009. EOI sent by speed post or registered post should reach STC before the due date & time positively. STC will not be responsible for any postal delays.

- e) Applications received in Fax or E-mail will not be entertained.
- f) Late Receipt of EOI: Any EOI received by STC after the due date & time would be summarily rejected.
- g) Any request for clarification after **20.07.2017; 17:30 HRS IST** would not be entertained.

7. DISCLAIMER

- a) The issue of this document does not in any way commit or otherwise oblige STC to proceed ahead with all or any part of a pre-qualification empanelment process.
- b) STC may, at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the Proponents or potential Proponents. STC reserves the right to cancel the EOI in totality without assigning any reason at any point of time. All information contained in this EOI are issued bonafide.
- c) This EOI is only for preparation and maintenance of database. STC is in no way bound to limit its business enquiry/circulars to applicants only.

8. FORCE MAJEURE CLAUSE

- a) If at any time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes, then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.
- b) Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- c) If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- d) The party which is unable to fulfill its engagements under the present contract must within 15(fifteen) days of occurrence of any of the causes mentioned in this clause, shall inform the other party of the existence of the circumstances preventing performance of

the contract. Certificate issued by the chamber of Commerce in the country of Seller or the Buyer shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract.

9. ARBITRATION CLAUSE

Any dispute or difference whatsoever, arising between the parties out of or relating to the construction, meaning operation or effect of this contract or the breach thereof, shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration, New Delhi and the award made in pursuance thereof shall be binding on the parties.

10. CONFIDENTIALITY

- a) This agreement/MOU/MOA, its provisions and existence, as well as any commercial data including price or technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other party.
- b) All such information shall be used by the other party only for the purposes of performance of this agreement/MOU/MOA.
- c) The restrictions here-in-above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either party at any time in connection with this agreement/MOU/MOA.
- d) This provision, as far as practicable, shall apply to all the concerned officials of either party.
- e) This clause shall survive upon termination of this agreement/MOU/MOA.

11. The applicants hereto agree that the courts and tribunals at Ahmedabad shall have the exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this EOI and shall be decided in accordance with laws of India.

**Sandeep Kureel
Branch Manager**

ANNEXURE-I

Annexure-I		
EOI No. - STC/AHMEDABAD/BITUMEN TANKS/2017-18 DATED 24.04.2017		
APPLICANT DETAIL FORM		
S.No	Desired Information	Details by Applicants
1	Applicants Name:	
	Nature of Constitution: Public Ltd company/Private Ltd company/ Partnership/Proprietorship etc.	
	(CEO)/Director/Partners/Proprietor:	
	Registered Address for communication:	
	Date of Establishment/incorporation/constitution	
	Telephone/Fax/Email:	
2	Details of DD attached	
3	Solvency Certificate valued at 100% of the estimated cost of project from a scheduled nationalized Indian bank / private bank in Indian Rupees or equivalent foreign currency	Attached/Not Attached
4	Credit Rating Report attached	Attached/Not Attached
5	Have you attached undertaking as per Annexure-II of this EOI?	Attached/Not Attached
	Have you attached undertaking as per Annexure-III of this EOI?	
6	Do you agree to indemnify STC of any claims/liabilities arising out of or in connection with any of the terms and conditions of this EOI & subsequent agreements, if any?	Yes/No
7	Have you defaulted in supply of item(s) for which empanelment is solicited?	Yes/No
8	Is there any ongoing litigation or legal dispute or any pending execution of decree or award by or against the State/Centre/ Government Department/ Statutory bodies / PSU? Please specify.	Yes/No
9	Sealed Bankers Report attached	Attached/Not Attached
10	All terms and conditions are accepted	Accepted/Not accepted

Certified that the above information is true and I/we confirm that all information given in the EOI are correct and if at any point of time the information is found to be incorrect our Empanelment will be liable for rejection by STC.

Dated:

Signature:

Name & Designation

Mobile Number:

Email:

Place:

Seal/Stamp

ANNEXURE II

(ON COMPANY/FIRM/PROPRIETORSHIP'S LETTER HEAD)

To,

The State Trading Corporation of India Limited,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We, _____(**Name of the Organization**), hereby confirm and acknowledge that we have not been blacklisted/banned/barred for doing business and participation in Tender by Government of India or by any Government Undertaking in India for construction of Bulk Bitumen storage tanks, import of bitumen, supply of bitumen and for performance of scope of work mentioned in this EOI.

Thanking You

Yours faithfully

Name and Signature of the Authorized Person*

*Signing should be in accordance with the Board Resolution along with common seal or CIN, in case of company.

ANNEXURE III

(ON COMPANY/FIRM/PROPRIETORSHIP'S LETTER HEAD)

To,

The State Trading Corporation of India Limited,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001

SUBJECT: UNDERTAKING

DATE _____

Dear Sir,

We, _____ **(Name of the Organization)**, hereby confirm and acknowledge that we have resources to invest and undertake the job mentioned in the scope of work under this EOI.

Thanking You

Yours faithfully

Name and Signature of the Authorized Person*

*Signing should be in accordance with the Board Resolution along with common seal or CIN, in case of company.

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 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 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 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. 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 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 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 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 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)

(For & on behalf of The Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date:

Witness 1 :Name & Address

Witness 2 :Name & Address