



The State Trading Corporation of India Ltd, New Delhi

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

Website: www.stclimited.co.in

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CIN No.: L74899DL1956GOI002674

E-TENDER FOR EXPORT OF ABOUT 300 MTS OF TEA TO LATAKIA PORT, SYRIA

TENDER NO: STC/AGRO/TEA/EXPORT/2016-17/01 DATED: 07th February, 2017
CLOSING AT 1100 HRS IST ON 17th February, 2017

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

OR CAN BE DOWNLOADED FROM OUR WEB SITE:

www.stclimited.gov.in

&

<http://eprocure.gov.in>

ONLY FOR PARTICIPATION BY STC EMPANELLED SUPPLIERS OF TEA



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 EXPORT OF TEA TO SYRIA

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Closing At 1100 Hrs (IST) on 17th February, 2017

1. Invitation for Bids

STC Ltd., Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi – 110 001, India invites bids for Export of Tea on CIF basis as per the terms and conditions mentioned hereunder: -

2. Items, Quantity and Shipment Period

S.No	Item (Crop Year)	Quantity*	Shipment period	Port of Discharge
1	Indian Orthodox tea of Current Crop (2016-17)	300 MT*	Shipment to be effected within one (01) month from placement of order by STC	Latakia Port, Syria

* Quantity can be increased / decreased as per STC's requirement.

3. Quality Specifications

- a. Indian Orthodox tea of Current Crop (2016-17)
- b. TGFOP Grade
- c. Black in appearance

4. Price

Prices for Tea to be quoted for supply in **INR PMT** net delivered weight and quality on **CIF** basis to Latakia Port, Syria (in containers). Prices shall be quoted only as per price bid format provided in "**Annexure II (PRICE BID)**".

- a. All the documents i.e. Bill of Lading, Packing list, Invoice, Certificate of origin, Marine Insurance certificate, Crop Year certificate by inspection agency, pre-shipment inspection certificate regarding quality/quantity by independent inspection agency

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nominated by STC etc shall be prepared/arranged by the party as per the requirement of STC.

- b. The cargo would be exempted from export duty; the bidders must ensure that the price quotation does not include export Duty. STC would provide the release order from concerned Ministry for waiver of basic custom duty applicable on Tea Exports.
- c. Party to arrange 14 Days detention free period for the Container shipment and also confirmation message from the respective shipping line stating 14 Days detention free period to be sent within 7 days from the date of shipment to the STC.
- d. All cargo related local duties and taxes shall be to associate suppliers account.

5. **Packing**

- a. 20 kg bulk in 4 ply craft paper sacks. Two (2%) percent spare bags with the requested marking must be shipped along with the cargo and included in the price.
- b. 500gms packing in laminated poly-pouches with three layers (12 Micron Bare Polyester; 12 Micron Metalized Polyester; 40 Micron Nat Polyester). Further packed 50 poly-pouches to be packed in Polypropylene (PP) Bags (Net: 25 kg Tea per bag).
- c. Two (2%) percent spare bags with the requested marking must be shipped along with the cargo and included in the price.

6. **Validity:** Bid must remain valid up to 20.03.2017 (1500 Hrs IST)

7. **Earnest Money Deposit (Bid Bond):** 2% (two percent) of total Bid Value in Indian Rupee (INR). Bid Bond shall be valid for a period of 30 days beyond the bid validity.

a) Bidder to submit an Earnest Money Deposit **of 2% of total Bid value** in any of the following forms:

1. In the form of Bank guarantee (In format as per **Annexure III**).
2. Demand Draft in favour of "The STC of India Limited" payable at New Delhi, India.
3. RTGS Transfer: In the form of cash. STC's Bank details for RTGS Transfer are as follows:

Bank Name and Branch	Indusind Bank 28, Barakhamba Road, Dr. Gopaldas Bhawan, New Delhi - 110001 Phone No. - 011 23738040
Beneficiary Name	The State Trading Corporation of India Limited, New Delhi
Account Number	200000550077
IFSC code for RTGS	INDB0000005
Account Type	Current

b) The original Bid Bond has to be submitted by post/by hand prior to closing of tender on or before 17th February, 2017 at 1100 hours IST and received by STC at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001.

c) The offers received without proof of 2% of the total Bid Value shall be summarily rejected.

d) Bid Bond(s) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to conditions attached to the bid(s) will be returned after ten (10) days of award of the tender (to the successful Bidder(s)). No interest shall be payable on the bid bonds by STC.

e) Bid Bond of successful bidder/s shall stand forfeited if they fail to provide performance guarantee as per terms of tender. STC reserves the right to blacklist such bidders from participation in future tenders.

8. Payment: The payment against satisfactory and order stipulated timely shipment, shall be released in Indian Rupees to the supplier via RTGS, on receipt of payment from Ministry of External Affairs (MEA), Government of India. Usually the payment receipt may take about one month or so.

9. Deviations

No Deviations shall be allowed from the Tender terms and conditions. Bids 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*”.

10. Submission of Bids: Bidders shall submit their offers **in electronic form only**, in two-bid format:

Part A: Technical Bid: (electronic form only). The documents to be enclosed with electronic technical bid are:

- a) Technical Bid as per **Annexure I**
- b) Copy of 2% Bid Bond / EMD Money.
- c) STC's E-Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms and conditions of E-Tender enquiry and acceptance of all terms and conditions of the e-tender
- d) Integrity pact (**Annexure V**),

Technical bid is to be uploaded in electronic mode by **1100 Hrs IST on 17th February, 2017**.

Original Bid Bond has to be submitted by post/by hand prior to opening of bids on 17th February, 2017 latest by 1100 hrs IST and received by STC Delhi Office located at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001.

Part B: Price Bid Price Bids are also to be submitted latest by **1100 Hrs IST on 17th February, 2017** through electronic mode only.

Both bids “**TECHNICAL BID**” and “**PRICE BID**” are to be submitted latest by **1100 Hours IST on 17th February, 2017** through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.

For submission of bids, Bidders may log on to website www.eprocure.gov.in

TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED AT ANNEXURE VI.

PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM SHALL NOT BE ACCEPTED.

Offers should be submitted as per Bids format provided at **Annexure I & II**.

The technical bid of tender shall be **opened at 1130 Hrs. IST** and price bids shall be opened at **1500 hrs. IST on same day i.e. 17th February, 2017**.

- a) Any litigation and/or arbitration between STC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.

- b) Each page/document must be duly signed and stamped by the Bidder.
- c) STC reserves the exclusive right to increase, decrease or split the quantity tendered.
- d) Letter(s) of acceptance/Letter of Award will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of Bid.
- e) Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Bond/EMD may be rejected at the discretion of the STC.
- f) STC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.

11. Documents Constituting Purchase Contract

The invitation of Bids, the terms and conditions of Tender, Offer of the Bidder/Supplier and Letter of Acceptance issued by the STC along with any amendment issued prior to signing of contract shall constitute the Contract between the STC and the successful bidder(s).

12. Performance Guarantee

- a) Successful bidder shall furnish a Performance Guarantee for due and satisfactory performance of the Contract, equal to **5% of the value of the contracted goods**, in Indian Rupee (INR) in the form of Bank Guarantee from a Prime Bank to be furnished in the prescribed format as per “*Annexure IV*”.
- b) The Performance Guarantee shall be furnished within five (5) calendar days of the date of letter of acceptance of the Bid by the STC through issuance of Letter of Award (LOA) and shall be valid till 6 months from the date of issue of the PBG or till satisfactory completion of the transaction (whichever is later). **On receipt of Performance Guarantee, contract shall be signed without any change in shipment period.**
- c) Satisfactory performance of the Contract includes delivery of the commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment and settlement of all claims.
- d) Bid Bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee.

13. Authority may place orders on the tenderer(s) quoting the lowest evaluated price for not less than 60% of the quantity covered in the tender at the price quoted by him and place orders for the remaining quantity on the tenderer(s) quoting the next lowest evaluated prices at the lowest evaluated price.

14. Inspection

- a. STC shall appoint a Pre-Shipment Inspection Agency (PSI) (SGS) at the load port. The entire cost of Pre-Shipment Inspection Agency shall be borne by the supplier.
- b. The Supplier shall, on receipt of LOA from the STC, offer to the STC’s nominated PSI, the stocks as per shipment schedule prior to shipment/dispatch and also shall ensure PSI’s accessibility to the stocks for inspection, sampling, testing etc.

- c. The PSI shall draw required number of representative samples jointly with the Supplier and other attending agencies, in accordance with the International Trade Practice, prior to loading of cargo tendered by the Supplier for shipment/dispatch.
- d. The offered stock shall be rejected if it does not meet any of the Specifications or Characteristics.
- e. The PSI shall allow sailing/dispatch after proper airtight sealing of the covers of the holds/hatches of the vessel/containers.
- f. PSI shall allow loading of the cargo into ship after due satisfaction that the vessel is fully fit for the loading of cargo, in accordance with the tender terms and conditions. In case of any violation PSI may refuse to accept the vessel.
- g. Certificate regarding quantity, quality, weight, packing etc. to be issued by international reputed surveyor (SGS) nominated by STC at the port of loading at the time of shipment at supplier's cost.

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 its 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 question 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 his 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)

“ANNEXURE I”

TECHNICAL BID

Name of Bidder: _____

Address: _____

Tel No.: _____ Fax No: _____ Telex No.: _____

E-mail Address: _____

Contact Person: _____

1. Items, Quantity and Shipment Period

Item	Quantity offered (in MTs)	Shipment Period
Indian Orthodox Tea of Current Crop (2016-17) - TGFOP Grade, Black in appearance		Shipment to be effected within one (01) month from placement of order by STC

2. Details of Bid Bond / Earnest Money Deposit:

Demand Draft/Bid Bond/RTGS No./Bank Name	Date	Amount (in INR)

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Deviation if any, please specify _____

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfillment of the contract.

Name _____

Designation _____

Signature of the Bidder _____

Date _____

Seal of Company _____

“ANNEXURE II”

PRICE BID

Name of Bidder: _____

Address: _____

Tel No.: _____ Fax No: _____ Telex No.: _____

E-mail Address: _____

Contact Person: _____

We are pleased to submit our offer against the said tender as per the following details:

Commodity	Indian Orthodox Tea of Current Crop (2016-17) - TGFOP Grade, Black in appearance	
Quantity (MTs)	300	
Destination Port	Latakia	
Shipment Period	Shipment to be effected within one (01) month from placement of order by STC	
Packing Type	In 4 ply craft paper sacks	In 3-layer laminated poly-pouches in polypropylene (PP) bags
FOB Price Quote (INR/MT)		
Ocean Freight and Insurance Charges (INR/MT)		
CIF Price Quote in numbers (INR/MT)		
CIF Price Quote in words (INR/MT)		

We further confirm that all the Tender terms & conditions are acceptable to us and will be performed on back to back basis.

Yours Sincerely,

For _____,

(Authorised Signatory)

(Seal of Company)

“ANNEXURE III”

BID BOND PROFORMA

(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.

Dear Sirs,

1. WHEREAS M/s _____ (BIDDER) has offered to supply a quantity of _____ MTs of Tea to STC, and the bidder is required to submit a Bid Bond at the rate of INR _____ PMT along with the offer as a guarantee for fulfillment of all the terms and conditions of subsequent sale. We (Name and full address of the Bank) hereby unconditionally and irrevocably guarantee and undertake to pay the amount demanded by STC not exceeding the sum of INR _____ only, in case the bidder fails to perform any or all the obligations, undertaken by him as per STC's acceptance, without any reservation, demur, protest and without any reference or recourse to the Bidder notwithstanding any dispute raised by the Bidder in any suit proceedings relating thereto pending before any court or tribunal 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 Bid Bond. Any such demand in writing made by STC, shall be final, conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This Guarantee came into force on _____ & shall be irrevocable and shall remain valid till _____ in New Delhi.
2. Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to INR _____ (INDIAN RUPEES _____ only) and it will remain in full force up to _____. Unless a claim under the guarantee is filed against us on or before _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. We, _____ (Name of the Bank) further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of purchase originally offered by the bidder and any change in the Constitution of said Bidder/ STC/ Bank.
3. This bond shall be governed by Indian Laws and shall be subject to the exclusive jurisdiction of courts at New Delhi in India.

DATE

FOR BANK

PLACE

N.B. Bid Bond to be furnished in Indian Rupee (INR) only. Bid Bond in US Dollar shall not be accepted.

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“ANNEXURE IV”

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.

1. Against LOI/Contract No. _____ dated _____ (hereinafter called said “LOI/Contract”) entered into between STC (hereinafter called the “STC”) and M/s _____ (hereinafter called “the Suppliers” which expression unless repugnant to the context and meaning thereof shall include all its successors and assigns), 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 STC for the amount of (Indian Rupee) INR _____ and hereby expressly unconditionally and irrevocably guarantee and undertake to pay the amount demanded by the STC 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 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 or supply material short than the contracted quantity as revealed by the Joint Survey at the discharge port or if penalties are levied due to quality deviations (nutrients/moisture/particle size) from contractual specifications as revealed by discharge port analysis report or liability towards dead freight, despatch/demurrage and/or Liquidated Damages and/or other recoveries not settled. 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 or have delivered short quantity at the discharge port as per joint draft survey report at the discharge port/or penalties have been levied due to quality deviations (nutrients/moisture/particle size) from contractual specifications as per analysis report at the discharge port or have not settled despatch/demurrage and dead freight, 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 to STC by the Bank without any conditions or proof whatsoever.

2. It is fully understood that this Guarantee is effective for a period of **6 months** from the date of issue of the guarantee i.e. up to _____ and that we _____ (Name of the Bank) undertake not to revoke this guarantee during its currency, without express consent from the STC.

3. We, _____ (Name of the Bank), further agree with STC that STC shall have the fullest liberty without our consent to vary any of the terms and conditions of the said Contract/LoI or to extend time of performance by the Suppliers from time to time or to postpone for any time or from time to any of the powers exercisable by STC against the said Supplier and forebear or enforce any of the terms and conditions relating to the said contract and we, _____ (Name of the Bank) shall not be relieved from our liability by reason of any such variation or extension being granted to the said Suppliers or for any forbearance, act or omission on the part of STC or any indulgence by STC to the said Suppliers or by any such matter or thing whatsoever which under the law relating to sureties which would but for this provision have no 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 shall be governed by Indian laws and shall be subject to exclusive jurisdiction of courts at New Delhi in India.

FOR-----
BANK

ACCEPTED

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

“ANNEXURE V”

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 shall 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 shall 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 shall not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor shall 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 shall, 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 shall not instigate third persons/firms, association or companies to commit offences outlined above or be an accessory to such offences. The Bidder/Contractor shall not make any false or misleading allegations against STC or its associates.

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 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/Undertaking 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 shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same shall 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 though such meetings could have an impact on the contractual relations between STC and the Contractor. The parties may also offer to Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes, a violation of this agreement, the Monitor shall 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 shall act in specific manner, or to refrain from action or tolerate action.
- (6) The Monitor shall submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to 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 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

“ANNEXURE VI”

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 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) and have to register with e-procurement portal of NIC 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.

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), the bidders may contact CPP Portal Helpdesk.

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