



The State Trading Corporation of India Limited
Jawahar Vyapar Bhawan
Tolstoy Marg
New Delhi-110 001
(TELEPHONE NO. +91-11-23313177)

BRANCH OFFICE
The State Trading Corporation of India Limited
“STC Trade Centre”
A-29, Thiru-Vi-Ka Industrial Estate,
Guindy, Chennai- 600 032,
Tamil Nadu
(TELEPHONE NO. +91-44-22502698/22500207)

EXPRESSION OF INTEREST (EOI) STC/CHENNAI/AGRO/EOI-02/2017-18
DTD 22.08.2017

For Empanelment of Manufacturer/Trader/Exporter of Spices & Agricultural
Commodities (EXPORTS)
(Spices – Cardamom, Pepper, Chilli, Ginger, Turmeric, Coriander, Cumin, Fennel,
Fenugreek etc.
Agricultural Commodities - Rice, Maize, Wheat Flour, Tea, Sugar and any other
Agricultural Commodity.)

Website: www.stclimited.co.in

Expression of Interest (EOI)

The State Trading Corporation of India Ltd. (STC) is a Government of India Undertaking, having its Corporate office at Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi-110 001 (hereinafter called „STC“) and Branch office at „STC Trade Centre“, A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai- 600 032, Tamil Nadu. STC was incorporated under Companies Act in the year 1956 and functions under the administrative control of Department of Commerce, Ministry of Commerce & Industry, Government of India. The company is engaged in International and Domestic trading of various Commodities/Products including Agricultural Commodities. STC has achieved a turnover of approx. Rs.10,479 Crores during the year of 2015-16.

The objective of this EOI exercise is to have a readily available panel of suppliers for various Agricultural Commodities as specified below, who are willing to work with STC as associate supplier(s) as per the terms and conditions of STC and also as per the terms & conditions laid down by the tendering authority/overseas buyer(s) for export transactions.

STC hereby invites Expression of Interest (EOI) for selection of Suppliers of Agricultural Commodities of Indian origin for supply to/on behalf of STC. The details are as under:

1. COMMODITIES

SPICES	AGRICULTURAL COMMODITIES
a) Cardamom	a) Rice
b) Pepper	b) Maize
c) Chilli	c) Wheat Flour
d) Ginger	d) Tea
e) Turmeric	e) Sugar
f) Coriander	f) Any other Agricultural Commodity.
g) Cumin	
h) Fennel	
i) Fenugreek	
j) Any other Spices	

1. PRE-QUALIFICATION CRITERIA FOR SELECTION OF PROSPECTIVE SUPPLIERS

The detailed eligibility criteria are described in the following points and the interested parties meeting all the conditions only need to apply.

- a) The Applicant should be a Manufacturer/Trader/Exporter of Spices (Cardamom, Pepper, Chilli, Ginger, Turmeric, Coriander, Cumin, Fennel, Fenugreek` etc) & Agricultural Commodities (Rice, Maize, Wheat Flour and Any other Agricultural Commodities) wherever applicable.

- b) The Applicant shall have experience of export of respective commodities, Spices (Cardamom, Pepper, Chilli, Ginger, Turmeric, Coriander, Cumin, Fennel, Fenugreek` etc). & Agricultural Commodities (Rice, Maize, Wheat Flour, Tea, Sugar and any other Agricultural Commodities) during the last three financial years in their own name or through PSUs, State/Govt. Agencies. In proof of exports, the applicant shall furnish certified copies of BRC & B/L.
- c) The applicant should be profit making for the last three years FY i.e 2013-14, 2014-15 & 2015-16 with positive **net worth**.
- d) The applicant shall have to submit a **Solvency Certificate** from a scheduled nationalised Indian Bank/ Private Bank for a minimum amount of Rs. 1 Crore (Rupees One Crore) for Spices and Rs.2 Crores (Rupees Two Crores) for Agricultural Commodities.
- e) The applicant shall keep STC indemnified at all times against any claims, liabilities, legal or any other proceedings etc. from STC's Associate buyer/customer/tendering authority or otherwise arising out of or in connection with any of the terms and conditions of this EOI and subsequent agreements, if any to be entered into between STC and the eligible applicant on conclusion of any transaction.
- f) The applicant shall submit an undertaking (as per annexure-II of this Empanelment Notice) to the effect that it has not been blacklisted, debarred or banned by any Government or State Agency as on date. Undertaking shall be duly stamped and notarized.

3. SCOPE OF WORK:

- a) The selected applicants will form part of STC's panel which will act as back up suppliers for STC. STC expects to regularly execute contracts of supply of the above **Spices & Agricultural Commodities**. The suppliers will be required to strictly adhere to contractual product specifications and delivery parameters.
- b) The Empanelled supplier shall accept all terms and conditions of the contract with STC's Associate buyer/customer on back to back basis and deliver the products in the manner required by the STC's associate buyer/customer or tendering authority without any financial involvement on the part of STC.
- c) ~~As per contract conditions, all suppliers shall have to abide by all the terms and conditions of the contract with STC's~~ Based on specifications and requirements of the **STC's** buyer/customer or tendering authority, STC shall invite limited **e-tenders** from amongst the empanelled suppliers. Applicant shall have all necessary set-ups like digital signature etc. for submitting offers.
- d) The Empanelled Supplier (Associate Supplier) shall furnish EMD/Bank Guarantees, as required by concerned Purchase organisation, to STC and shall also bear all the expenses/ bank charges, if any, incurred by STC in this regard.
- e) Payment terms will be negotiated on **Contract to Contract** basis between STC and the Associate Supplier.
- f) In case the value of the contract **exceeds Rs.5 Crores**, the supplier will also be required to sign **Integrity Pact**. It will be assumed that all prospective applicants have gone through the Integrity Pact (Annexure III of this Empanelment Notice) and have no objections whatsoever in signing the contract.
- g) The selected supplier shall ensure compliance of all the requirements of Government legislations, Policies, Guidelines, Orders etc. related to any or all of the above activities/Commodities.
- h) The supplier shall sign and also undertake to abide by the statutory requirements and guidelines of the Indian Government from time to time.

4. TERMS & CONDITIONS:

- a) The applicant should not have been debarred/ blacklisted/ banned from doing business and participating in tenders by any Government (Centre or State) /PSU for supply of commodities mentioned at clause (1) above in India or abroad on the date of empanelment. In case of submission of any false declaration (found at any stage), such supplier shall be disqualified.
- b) The Applicant may also be asked to furnish additional information /confirmation in connection with verification of the documents submitted by the Applicant, if deemed necessary, at the sole discretion of STC.
- c) The Empanelled supplier 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 the contract for exports including shipping of the consignments, port of inspection & clearances, storage, insurance, clearing, handling, forwarding and inland transportation, quality & quantity inspections etc.
- d) The supplier shall give a declaration that the supplier and/or any of its Members of Board of Directors and/or its promoters do not have any cross-holding/shareholding directly and/or indirectly in any manner whatsoever in the other provisionally selected suppliers for empanelment.
- e) **The validity of this Standing Panel would be one year from the date of confirmation by STC.** STC shall have sole discretion to extend the validity of this panel for further one year depending upon the performance of the supplier(s). Validity of empanelment can also be terminated by STC at its sole discretion.
- f) All documents submitted in response to this “Expression of Interest” shall become the property of STC upon submission.
- g) Applicant(s) having same address or contact details would be rejected.
- h) Where the Applicant believes that information provided in response to this Empanelment Notice is to 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.
- i) STC is not bound contractually or in any other way to any Applicant on account of this Empanelment Notice. STC is not liable for any costs or compensation or whatsoever arising out of or in relation to this Empanelment Notice by the Applicants if STC terminates, varies, or suspends the EOI process or takes any other action permitted under this Empanelment Notice, including consideration of concepts proposed for future developments. The Empanelment Notice request is not the subject of any process, contract or any contractual obligations between STC and supplier or potential supplier.
- j) 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.
- k) STC reserves the right to accept or reject any offer of EOI without assigning any reasons whatsoever. The decision of STC in this regard shall be final and binding on all participating suppliers.
- l) Empanelment of suppliers by STC does not entail any commitment on the part of STC to enter into any contracts during the validity of empanelment. STC reserves its right to abandon any part or whole of process without any prior notice to prospective bidders.
- m) Prospective Suppliers(s) who qualifies as empanelled supplier to STC would be individually notified after the evaluation process of empanelment is complete.
- n) Any further Corrigendum/Addendum to the EOI shall be updated on STC’s website only and no separate advertisement shall be published for the same.

5. DOCUMENTS REQUIRED:

The interested applicant shall submit 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 Empanelment Notice number & date written on it) with each page of the document numbered, stamped and initialled by the Authorised Signatory supported by board resolution or authorisation letter issued by a competent person.

- a) Cover page Index showing documents attached/enclosed with corresponding page number.
- b) Exporter Empanelment form as per Annexure-I.
- c) Non-refundable fee of **Rs. 5000/- (Rupees Five Thousand only)** towards processing charges. This amount may be transferred to STC through NEFT. The Bank details are furnished below:

A/C No.	: 200999528664
Bank	: INDUSIND BANK
Branch	: NUNGAMBAKKAM BRANCH, NO.3,VILLAGE ROAD, NUNGAMBAKKAM, CHENNAI - 600034
IFSC No.	: INDB0000007
Beneficiary	: THE STC OF INDIA LTD
Name & Address	: A-29 "STC TRADE CENTRE" THIRU-VI-KA INDUSTRIAL ESTATE, GUINDY, CHENNAI- 600032

- d) The prospective Exporter shall submit a satisfactory Credit Rating report not more than six month 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 the applicant is not having Credit Rating report from the above agencies, the applicant may request the STC to obtain credit rating. A separate application requesting STC to obtain credit rating shall be attached in place of Sealed Credit Rating Report for this request. Applicant has to pay necessary charges, which will be intimated to the applicant after receiving such request.

- e) The prospective Exporter shall submit a recent satisfactory Bankers report as on submission of interest for direct submission to STC from their lead banker in a sealed cover.
- f) Solvency Certificate worth Rs.1 Crore (Rupees One Crore) for Spices and Rs. 2 Crores (Rupees Two Crores) for Agricultural Commodities from a scheduled nationalized Indian bank/private bank.
- g) **Undertaking** to the effect that the supplier has not been black listed by Govt. Agencies/CPSUs/STC as on date as per Annexure-II.
- h) Undertaking to the effect that the supplier is having all the statutory required permission(s)/License(s)/Registration (s) or any other requirements from Appropriate Authority/Government of India Policies as per Annexure – III.
- i) Undertaking to the effect the Members of Board of Directors and/or its promoters do not have cross-holding/shareholding directly and/or indirectly any manner whatsoever in other Company applied for empanelment against this Empanelment notice STC as per Annexure – IV.
- j) Audited Balance Sheet and Profit & Loss statement of the company for the last 3 financial years i.e. 2013-14, 2014-15 & 2015-16.
- k) Copy of the income tax return filed (as applicable) in the last 3 financial years i.e 2013-14, 2014-15 & 2015-16.

- l) Copy of Memorandum and Articles of Association of company, if applicable.
- m) Certificate of Incorporation in case of Company and partnership deed in case of Firm.
- n) List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors.
- o) Board Resolution/Letter from partners authorizing all or any one of the Directors/Partners to sign the documents.
- p) Signature of Directors/Partners/Proprietors duly attested by the bank.
- q) Documentary proof as indicated in eligibility criteria as per clause 2(b) above. The supplier shall clearly mention monthly production capacity for manufacturer and supply capacity for Trader/Supplier of the commodity (ies) for which the application is being made in space provided in Supplier Empanelment Form.
- r) IEC Certificate.
- s) Copy of PAN, VAT/CST/Tin Number Certificate, Trade License (As applicable).
- t) Complete signed copy of Empanelment Notice as a token of acceptance of all the terms & conditions.

6) SUBMISSION OF EMPANELMENT DOCUMENTS

- a) Prospective Exporter may download Expression of Interest document from our website www.stclimited.co.in under section „Advertisement/Notification“ or can also obtain a copy of same from Corporate Office/Branch Office during office hours on any working day.
- b) No press advertisement shall be issued for the updation/Corrigendum/Addendum. Prospective bidders are therefore advised to regularly visit above mentioned website at 6(a) to update themselves.
- c) **The place for submission of Empanelment documents:** The Empanelment document, along with duly filled Annexure- I enclosed in a sealed envelope should be deposited to the following address.

Branch Office Chennai.

To

Mr VR Vengatesan

Deputy General Manager

The State Trading Corporation of India Limited

“STC Trade Centre”

A-29, Thiru-Vi-Ka Industrial

Estate, Guindy, Chennai- 600 032

Tamil Nadu

The cover should also be super-scribed with the Empanelment Notice No.

The empanelment documents can also be sent by post/courier and should reach **STC Chennai Branch (address as mentioned above).**

- d) Date of submission of Application along with documents : Application for empanelment along with documents shall be submitted by the buyers within the period **of one year from the date of issuance** of this empanelment notice. **i.e. 22.08.2017.** The empanelment shall be processed on **FIRST COME FIRST SERVE BASIS.**
- e) Applications received in Fax or E-mail will not be entertained.

7) DISCLAIMER

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.

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.

This Empanelment Notice is only for preparation and maintenance of database. STC is in no way bound to limit its business enquiry/circulars to empanelled supplier(s) only.

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

ANNEXURE- I

Empanelment notice No. STC/CHENNAI/AGRO/EMP/2016-17/

Exporter Empanelment Form

SNO	DESIRED INFORMATION	DETAILS BY APPLICANTS						
		Please tick wherever applicable.						
1	Name of the Commodity (ies) for which empanelment is solicited.	Cardamom		Rice				
		Pepper		Maize				
		Chilli		Wheat Flour				
		Ginger		Tea				
		Turmeric		Sugar				
		Coriander		Any other agricultural commodity. a)..... b)..... c).....				
		Cumin						
		Fennel						
		Fenugreek						
		Any other Spices						
2	Company Name: Nature of Constitution of firm: Public/Private/Partnership/ Proprietorship etc.,							
3	Name of CEO/Directors:							
4	Registered Address for Communication: Date of Establishment of Firm: Telephone/fax/email :							
5	Whether you are Manufacturer/Trader/Exporter?							
6	Details of Rs.5,000 paid (Bank details, date etc.)							
7	Yearly supply of commodity		2013-14		2014-15		2015-2016	
		Commodity	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)
		SPICES						
		Cardamom						
		Pepper						
		Chilli						
		Ginger						
		Turmeric						
		Coriander						
		Cumin						
		Fennel						
		Fenugreek						
		Any other Spices						

		AGRICULTURAL COMMODITIES						
		Rice						
		Maize						
		Wheat Flour						
		Tea						
		Sugar						
		Any other agricultural commodity.						
8	Do you have experience in supplying commodities mentioned at Clause 1 of this Empanelment notice, whichever applicable to any Govt Agency/PSU in India? If yes, please provide details. Leave blank if not applicable.		2013-14		2014-15		2015-2016	
		Commodity	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)
		SPICES						
		Cardamom						
		Pepper						
		Chilli						
		Ginger						
		Turmeric						
		Coriander						
		Cumin						
		Fennel						
		Fenugreek						
		Any other Spices						
		AGRICULTURAL COMMODITIES						
		Rice						
		Maize						
		Wheat Flour						
		Tea						
		Sugar						
		Any other Agricultural Commodity.						
9	Proof in support of clause 2(b) of the EOI notice.	Attached/Not Attached						
10	Do you have profit for last three financial years & positive net worth?	Yes/ No. Please provide figures/details.						
11	Do you agree to bear any liability arising out of non-fulfilment of supply order?	Yes/ No						
12	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 empanelment notice and subsequent agreements, if any	Yes/ No						

13	Have you defaulted in supply of commodities for which empanelment is solicited?	Yes/ No
14	Have you attached undertaking as per Annexure-II of this empanelment notice?	Attached/Not Attached
15	Whether any Member(s) of Board of Director(s) and/or its promoter(s) having any cross-holding/shareholding directly and/or indirectly any manner whatsoever in other Company applied for empanelment against this Empanelment notice ?	Yes / No
16	Have you attached undertaking as per Annexure-III of this empanelment notice?	Attached / Not Attached
17	Is there any litigation with State/Centre/Government Department/Statutory bodies/PSU? Please specify	Yes/ No
18	Please furnish details on your Licenses, Registration, membership, approvals for storage/ warehousing/transport from respective authorities for applicable items.	Details, if any
19	Sealed Credit Rating Report attached	Attached/Not Attached
20	Sealed Bankers Report attached	Attached/Not Attached
21	Solvency certificate valued Rs 1 Crore (Rupees One Crore) for Spices and Rs. 2 Crores (Rupees Two Crores) for Agricultural Commodities from a nationalised Indian Bank/private bank	Attached/Not Attached
22	Have you attached undertaking annexure-III of this empanelment as per Notice?	Attached/Not Attached
23	All terms and conditions are accepted	Accepted/Not Accepted

Certified that the above information is true and we confirm that all information given in the empanelment Notice 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

Seal/Stamp

Mobile Number:

E-mail:

ANNEXURE- II

(ON COMPANY'S LETTER HEAD)

Date :

To
The State Trading Corporation of India Ltd.,
STC TRADE CENTRE
A-29, Thiru-Vi-Ka Industrial Estate
Guindy,
Chennai 600 032

SUBJECT : UNDERTAKING

Dear Sir,

We _____ (Name of the Organisation), hereby confirm and acknowledge that we have not been blacklisted/banned/barred for participation in Tender by Government of India and Abroad or by any Government undertaking in India and Abroad as on date.

Thanking you,

Yours faithfully,

Name and signature of the Authorised Person

(ON COMPANY'S LETTER HEAD)

To
The State Trading Corporation of India Ltd.,
STC TRADE CENTRE
A-29, Thiru-Vi-Ka Industrial Estate
Guindy,
Chennai 600 032

SUBJECT : UNDERTAKING

Dear Sir,

We, _____ (Name of the Organisation), hereby confirm and acknowledge that we have all the statutory required permission(s)/ License(s)/Registration(s) from Appropriate Authority/Government as per latest Govt. of India policies if any, for the performances of supply of (.....commodities to be filled by applicant for which empanelment is solicited.)

Thanking you,

Yours faithfully,

Name and signature of the Authorised Person

ANNEXURE-IV

(ON COMPANY'S LETTER HEAD)

To
The State Trading Corporation of India Ltd.,
STC TRADE CENTRE
A-29, Thiru-Vi-Ka Industrial Estate
Guindy,
Chennai 600 032

SUBJECT : UNDERTAKING

Dear Sir,

We, _____ (Name of the Organisation), hereby confirm that the Members of Board of Directors and/or its promoters do not have cross-holding/shareholding directly and/or indirectly any manner whatsoever in other Company applied for empanelment against this Empanelment notice no. _____ dated _____.

Thanking you,

Yours faithfully,

Name and signature of the Authorised Person

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:-

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.

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.

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 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 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. 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
- (5) agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

For & On behalf of STC)

(Office Seal)

Place:

Date:

Witness 1 :Name & Address

(For & on behalf of The Bidder/Contractor)

(Office Seal)

Witness 2 :Name & Address

