



**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**

EOI NOTICE NO: STC/CHENNAI/ACD/EOI-01/2019-20 dt:26.08.2019/2019

**EOI Notice for Empanelment of Manufacturer/Trader/Suppliers of
Agricultural Commodities (Domestic) (Sugar, Dry Fruits/Nuts/Spices
and Grocery items)**

Website: www.stclimited.co.in

EOI NOTICE NO: STC/CHENNAI/ACD/EOI-01/2019-20

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.8900 Crores during the year of 2018-19.

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

1. COMMODITIES

- a) Sugar
- b) Cashew Nuts
- c) Dry Grapes
- d) Dates Syrup
- e) Seedless Dates
- f) Badam Nuts
- g) Pista Nuts
- h) Cardamom
- i) Saffron Strings
- j) Spices
- k) Grocery items

2. SCOPE OF WORK:

- a) The selected applicants will form part of STCs standing panel which will act as back up suppliers for STC, from amongst which STC expects to execute contracts of supply order if issued. The suppliers will be required to strictly adhere to contractual product specifications and delivery parameters there in.
- 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) 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.

3. PRE-QUALIFICATION CRITERIA FOR SELECTION OF PROSPECTIVE SUPPLIERS

The detailed eligibility criteria is 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 / Supplier** of above mentioned items wherever may be applicable.
- b) The Applicant shall have experience of supply of respective commodities during the last three financial years directly or through PSUs, State/Govt. Agencies.
- c) The applicant should be profit making for last three years FY i.e. 2016-17,2017-18& 2018-19 with positive net worth.
- d) The applicant shall have to submit a Solvency certificate only from a scheduled nationalized Indian Bank / Private Bank for a minimum amount of Rs.10 lakhs as per the format provided as Annexure-IV. (Solvency Certificate from any Cooperative Bank or Gramin Bank will not be acceptable).
- e) The applicant shall keep STC indemnified at all times against any claims, liabilities, proceedings etc. from their buyer or otherwise arising out of or in connection with any of the terms and conditions of this EOI.
- f) The supplier shall furnish CA certificate in original for quantity and value of domestic trade carried out during a particular Financial year.

4. 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.**

a) Cover page Index showing documents attached/enclosed with corresponding page number.

b) Supplier Empanelment Form as per Annexure-I.

c) A **non-refundable** fee of Rs. 10,000/- + GST (@ 18%) i.e **Rs.11,800/- (Rupees Eleven Thousand eight hundred Only)** towards processing charges, in the form of a demand draft favoring "The State Trading Corporation of India Ltd." payable at Chennai must be submitted along with the EOI application **or** through NEFT in the account mentioned below:-

1. Name of Bank :- IndusInd Bank Limited ,No.3, Village Road, Chennai Branch
Nungambakkam, Chennai – 600 034
2. Name of beneficiary: - The State Trading Corporation of India Ltd.,Chennai 600 032
3. Account No. :-200999528664 (Current Account)
4. IFSC:- INDB0000007

No exemption shall be granted in this regard

d) The prospective Supplier shall submit a recent satisfactory Bankers Report as on submission of Expression of Interest for direct submission to STC from their lead banker in a sealed cover.

e) Solvency Certificate worth Rs. 10 lakhs from a scheduled nationalized Indian bank / private bank.

f) Affidavit to the effect that the supplier has not been black listed by Govt. agencies /CPSUs/STC as on date as per annexure-II duly stamped and notarized & undertaking as per clause 2 (g) above (Annexure III).

g) Audited Balance Sheet and Profit & Loss Statement of the Company for the last 3 financial years i.e. 2016-17, 2017-18 & 2018-19.

h) Copy of the Income Tax return filed (as applicable) in the last 3 financial years i.e. 2016-17, 2017-18 & 2018-19 should also be provided.

i) Copy of Memorandum and Articles of Association of Company OR registered deed of partnership with certificate issued by Registrar of Firms OR letter of proprietorship certified from the appropriate authority, as applicable.

j) List of the directors, partners/proprietor along with Copies of Identity proof and passport size photographs of the respective Directors/Partners/Proprietor. In case of Directors, the DIN and the digital signature certificate shall also be provided.

k) Board Resolution/ authorizing all or any one of the Director/Letters from partners authorizing all or anyone of Partners to sign the documents.

l) Signature of Partners/Directors/Proprietor duly attested by the bank.

m) Report from credit rating agencies such as DNB, Moody's etc of Supplier which should not be more than six months old, with rating which is at least Average and above. In case the supplier wants STC to obtain the DNB report on its behalf, it may submit a request on Company's letter head and remit an amount of Rs. 6,000/-in STC's account as mentioned under point no. (c) above.

n) Documentary proof as indicated in eligibility criteria as per clause 3 above.

o) **IEC certificate.**

p) Copy of **PAN, GST/TIN** Number Certificate, Trade License (As applicable).

q) Complete signed copy of Empanelment / EOI Notice as a token of acceptance of all the terms & conditions.

5. SUBMISSION OF EMPRESSION OF INTEREST:

a) Prospective applicants may download Expression of Interest document from our website www.stclimited.co.in under, Advertisement/Notification" or can also obtain a copy of same from Branch Offices during office hours on any working day.

b) No press advertisement shall be issued for the updating/Corrigendum/Addendum. Prospective applicants are therefore advised to regularly **visit above mentioned website** at 5(a) to update themselves.

c) Place of submission of EOI: The Empanelment document shall be submitted at Chennai addressed to The Branch Manager, "STC Trade Centre"A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai 600 032. 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 Branch office at the above mentioned address.

d) The last date for submission of EOI: **ONE YEAR FROM THE DATE OF PUBLISHING**

e) Application received in FAX or E-mail will not be entertained.

f) Late Receipt of EOI: Any EOI received by STC after the due date would be summarily rejected.

g) This EOI Notice can be renewed/extended by STC by issuing a Corrigendum and can be viewed in the website www.stclimited.co.in.

6. 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 false declaration (found at any stage), such supplier shall be disqualified and also liable for legal action if any.

b) The Applicant may also be asked to furnish additional information / additional documents/originals 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 supply.

d) The supplier shall give a declaration that the supplier its proprietor or partners and/or any of its Members of Board of Directors and/or its promoters do not have any interest cross-holding/shareholding directly and/or indirectly in any manner whatsoever in the other provisionally selected suppliers for empanelment.

e) The validity of this empanelment of the supplier would be for two years from the date of confirmation by STC. STC shall have sole discretion to extend the validity of this panel for further two year depending upon the performance of the supplier(s). Validity of extended empanelment can also be terminated by STC at its sole discretion.

f) For further extension of empanelment, the supplier shall fulfil the Pre-Qualifications criteria as mentioned under Clause No. 3 above and will have to provide documents as mentioned under Clause No.4 above (Documents Required) and non-refundable fee of Rs. 10,000/- + GST (@18%) in the account no. mentioned under Clause 4 (a).

f) All documents submitted in response to this EOI shall become the property of STC upon submission.

g) Applicant(s) having same address or similar contact details would be rejected.

h) Where the Applicant believes that information provided in response to this EOI is personal, or should be kept confidential; or disclosure of this information would unreasonably affect the Proponent's business affairs, including commercial confidence, trade secrets or intellectual property 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** or directions of the court or authorities of binding nature under Indian or International rulings or law.

i) STC is not contractually bound or in any other way to any Applicant with respect to this EOI Notice. STC is not liable for any costs or compensation in relation to this EOI Notice by the Applicants if STC terminates, varies, or suspends the EOI process or takes any other action permitted under this EOI Notice, including consideration of concepts proposed in 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 Empanelment Notice 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 from STC to enter into contracts during the validity of empanelment. STC reserves its right to abandon any part or whole of process without prior notice to prospective bidders.

m) Prospective Supplier(s) who qualifies as empanelled supplier to STC would be individually notified after the evaluation process of empanelment is complete in all respects.

n) The Supplier, whose quotation/offer is accepted by STC for quoting further against tenders of its customers, shall not submit any other offer directly / indirectly or through any other PSU in the same Tender.

o) The Supplier may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The chosen Supplier from the panel will have to enter into contracts as devised by STC to fully protect STC's overall interests and also the interests of the prospective customers.

p) Selection of backup supplier among the STC empanelled supplier will be decided by STC on proposal to proposal basis.

7. OTHER TERMS AND CONDITIONS

- a) No legal relationship is intended to come into effect through this Expression of Interest;
- b) STC reserves the right not to accept the lowest or any bids;
- c) STC reserves the right to:
 1. Issue written amendments to this EOI, including varying the specified requirements.

2. Suspend or cancel this empanelment process, in whole or in part, at any stage prior to completion of contract negotiations, without incurring any liability.
 3. Accept or decline any or all responses.
 4. Not to give any reason for any rejection of any respondent or response, or for any suspension or cancellation of this empanelment process.
 5. Select or shortlist any number of responses on any basis and enter into negotiations with any shortlisted applicants.
 6. Alter any date or time in the process.
- d) Any dispute in connection with or arising out of this EOI shall be decided in accordance with laws and regulations enacted and prevailing in India. 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 EOI.
- e) Any dispute with respect to this Expression of Interest only shall be discussed mutually between the Authorized Personnel from the Supplier's and the competent authority of the STC, upon which the decision taken by the STC shall be final. All efforts should be endeavoured to achieve the best possible settlement and be completed within 7 days from the date of notice of such dispute/grievance brought into the knowledge of the party in writing.

f) **LAWS AND JURISDICTION**

This Expression of Interest will be governed by the laws and procedures established by the Government of India, within the framework of applicable legislation and enactment made from time to time. All the legal disputes between Parties shall be adjudicated/resolved or be filed before the courts/tribunals/forums situated in Chennai which shall have the exclusive jurisdiction, to such disputes.

g) **SUB-CONTRACTING**

No Sub-contracting by the applicant shall be accepted. Any sub-contracting shall be treated as breach of the terms and conditions of this agreement, as the consequence of which the security deposit, if any, shall be forfeited in addition to right of termination of the contractual relations with such applicant at the sole discretion of STC.

h) **INDEMNITY**

The applicant will indemnify STC of all legal/other obligations of its professionals/employees deployed for STC work.

STC also stand absolved of any liability on account of fraud or breach of trust caused by the applicant employees deployed for the performance of work and also for any damages or compensation due to any dispute between the proprietor of supplier, Firm/ company and its employees

STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any supplier, third party or Firm/ company deployed employees.

The applicant also undertakes to keep STC harmless and indemnified from any loss or costs resultant from any decree obtained against the supplier, Firm, Company having tendency to be enforced against the STC. Also, the STC shall be indemnified, from any consequential action taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for on behalf of Applicant, to the extent of cost/legal expenses/interest imposed upon.

8. OWNERSHIP OF EOI DOCUMENTS AND INFORMATION THEREIN

All Expression of Interest documents will become the property of STC upon submission. Where the prospective Supplier believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect Supplier'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 prospective Supplier stated wishes, and requests for access to such information will be determined under the RTI Act subject to clause 6(h) above.

9. NO CONTRACTUAL OBLIGATION

STC is not bound contractually or in any other way to any prospective Supplier to this Expression of Interest. STC is not liable for any costs of compensation in relation to the consideration of this Expression of Interest or any Expression of Interest, incurred by the prospective Supplier to this Expression of Interest whether or not STC terminates, varies, or suspends the Expression of Interest process or takes any other action permitted under this Expression of Interest, including consideration of concepts proposed in future developments.

10. SHORT-LISTING OF ASSOCIATE MANUFACTURERS / SUPPLIERS

Prospective Supplier who qualifies as empanelled manufacturers/suppliers to STC would be individually notified after the evaluation process of empanelment is complete.

11. 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 Empanelment Notice in totality without assigning any reason therefor at any point of time. All information contained in this Empanelment Notice 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.

12. 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.

13. ARBITRATION: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this EOI or the validity or the breach thereof shall be settled by arbitration through the Indian Council of Arbitration, New Delhi, India in accordance with the Arbitration and Conciliation Act 1996 and amendment thereof and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration will be at Chennai, India.

ANNEXURE- I

Empanelment notice No. STC/CHENNAI/AGRO/EMP/2019-20/

Supplier Empanelment Form

SNO	DESIRED INFORMATION	DETAILS BY APPLICANTS						
		Please tick wherever applicable.						
1	Name of the Commodity (ies) for which empanelment is solicited.	Sugar						
		Nuts						
		Spices						
		Dates Syrup						
		Seedless Dates						
		Grocery Items						
2.	Company Name: Nature of Constitution of firm: Proprietorship etc.							
3.	Name of CEO/Directors:							
4.	Registered Address for Communication: Date of Establishment of Firm: Telephone/fax/email :							
5.	Details of Rs. 11,800/- paid (Bank details, date etc.)	Bank : Branch : Amount : Date :						
6.	Whether you are a Manufacture/Trader/ Supplier							
7.	Yearly supply of commodity		2016-17		2017-18		2018-2019	
		Commodity	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)
		Sugar						
		Nuts						
		Spices						
		Dates Syrup						
		Seedless Dates						
		Grocery Items						

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.		2016-17		2017-18		2018-19	
		Commodity	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)
		Sugar						
		Nuts						
		Spices						
		Dates Syrup						
		Seedless Dates						
		Grocery Items						
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 supplier, partners or Member(s) of Board of Director(s) and/or its promoter(s) having any Interest, cross-holding/shareholding directly and/or indirectly in manner whatsoever in supplier, Firm other Company applied for	Yes / No						

empanelment against this
Empanelment notice ?

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. 10 Lakh from a nationalized 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

(ON SUPPLIER'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,

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

Thanking you,

Yours faithfully,

Name and signature of the Authorised Person

(ON SUPPLIER'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,

I, We, _____ (Name of the Organization), hereby confirm and acknowledge that I, 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

(ON SUPPLIER'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,

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

Thanking you,

Yours faithfully,

Name and signature of the Authorized Person.

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 Proprietor, partner duly authorized or Managing partner,

....., a company registered under and having its registered office at
....., hereinafter referred to as "**The Bidder/Contractor"/Supplier**"

Preamble

STC is an international trading company dealing in purchase, sale, export and import / of various commodities.

STC has invited empanelment of suppliers through EOI towards 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/supplier.

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/supplier

- (1) The Bidder/Contractor/Supplier 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/Supplier 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/Supplier 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/Supplier 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/Supplier 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/Supplier 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/Supplier 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/Supplier 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/Supplier from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor/Supplier commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor /Supplier into question, STC shall also be entitled to exclude the Bidder/Contractor/Supplier 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 /Supplier 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/Supplier 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 /Supplier 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 /Supplier 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/Supplier/ Subcontractors

- (1) The Bidder/Contractor/Supplier 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/Supplier 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)/ Supplier /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/Supplier 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/ Supplier 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/ Supplier/ 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 relationship 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 apply to this agreement. Place of performance and jurisdiction is Chennai.
- (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/ Supplier/ is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

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 intention

(For & On behalf of STC)

(For & on behalf of The Bidder/Contractor) supplier

(Office Seal)

(Office Seal)

Place :

Date:

Witness 1 :Name & Address

Witness 2 :Name & Address

FORMAT FOR SOLVENCY CERTIFICATE

(To be issued by a Scheduled Nationalized Bank/Private Bank only)

M/s. State Trading Corporation of India
Limited, STC Trade Centre,
A-29,
Thiru-vi-ka,
Industrial
Estate,
Guindy -
600032.

This is to certify that M/s. (Name of the Supplier)_
_____ having their office at _____ are
a regular customer of our bank. They are solvent to an extent
of Rs. _____ (Rupees _____
conduct of their Account is good.

It is certified that this certificate is issued without any risk and responsibility on the part of this Bank or any of it's officials in any respect whatsoever, more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

(Signature, Name & Designation of issuing authority with Seal)