

**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 Ltd**  
**“STC Trade Centre”,**  
**A-29, Thiru-Vi-Ka Industrial Estate,**  
**Guindy, Chennai 600 032**  
**Tamil Nadu**

**EOI NOTICE NO.STC/GOVT.TEN./EMP/2017-18/01**  
**DTD.27/02/2018**

**EOI Notice for Empanelment of Manufacturer/Trader/Suppliers of**  
**Gold/Silver Coins, Medallions, Silver Wire/Thread for supply**  
**to STC for Sale/Deliveries to various State & Govt.Agencies/**  
**Purchase Organisations.**

**Website: [www.stclimited.co.in](http://www.stclimited.co.in)**

## **EOI Notice No. STC/GOVT.TEN/EMP/2017-18/01 DATED /09/2017**

### **Empanelment of Manufacturer/Trader/Suppliers of Gold/Silver Coins, Medallions, Silver Wire/Thread.**

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 and Branch office at A-29 Thiru-Vi-Ka Industrial Estate, Guindy, Chennai 600 032 (hereinafter called 'STC'). STC was incorporated under Companies Act 1956 and functions under the administrative control of Deptt. of Commerce, Ministry of Commerce & Industry, Government of India, New Delhi. The company is engaged in international and domestic trading of various commodities/products including Agricultural Commodities, Gold and Silver coins etc. STC has achieved a turnover of approx. Rs. 7,752.16 Crore during the year 2016-17.

STC hereby, invites prospective manufacturer/trader/Supplier for supply of **Medallions, Gold/Silver Coins, Silver Wire/Thread** to its Associate Buyers/Customer to various State Government agencies/Purchase Organisations.:

#### **1. Details of the items for which empanelment is invited:**

- a) Gold Coins
- b) Silver Coins
- c) Silver Wire
- d) Silver Thread
- e) Gold/Silver Medallion
- f) Other articles of Gold/Silver

#### **2. PRE-QUALIFICATION CRITERIA FOR PROSPECTIVE SUPPLIERS**

The detailed eligibility criteria is described in the following points and the interested parties meeting the same only need to apply.

- a) The Applicant should be a Manufacturer/Trader/Supplier of above mentioned items whatever may be applicable.
- b) The Applicant shall have experience of supply during the last 3 (three) financial years directly or through PSUs, State/Govt. Agencies. For proof of supply, the applicant shall furnish certified copies of purchase orders and/or original copies of performance certificates specifying quantity from end users in support of their credentials.
- c) The applicant should be profit making for last 3 (three) years i.e FY 2014-15, 2015-16 & 2016-17 with positive net worth.

**d)** The applicant shall have to submit a Solvency Certificate from a scheduled nationalized Indian bank / private bank for a minimum amount of Rs.2 Crore . Reference Rate published by RBI as on the date of this EOI Notice shall be used for conversion.

**e)** The applicant shall keep STC indemnified at all times against any claims, liabilities, proceedings from the STC's Associate buyer/customer/tendering authority whatsoever arising out of or in connection with any of the terms and conditions of this EOI & subsequent agreements, if any there to.

**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 or any buyer of the aforesaid items as on date.

**g)** The applicant shall submit an undertaking (**as per annexure-III**) of this Empanelment Notice to the effect that it has all the statutory required Permissions(s)/License(s)/Registration(s) from Appropriate Authority/Government as per latest Govt. of India policies or any Government Agencies, if any, for the performances of supply of the above items, whichever applicable.

### **3. SCOPE OF WORK:**

**a)** The selected applicants will form part of STCs standing panel and the same will act as back up suppliers of STC, from amongst 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 the terms and conditions of the contract with STCs Associate buyer/customer on back to back basis and deliver the required item in the manner required by the said contract without any financial involvement on the part of STC.

**c)** The supplier may also be required to submit **an EMD(Interest free)/Performance Bank Guarantee/ Performance Bond /Security Deposit** as required, and shall also bear the expenses/bank charges, if any, incurred by STC in this regard. The value of all the above including all expenses and bank charges will be decided by STC on Contract to Contract basis.

**d)** **Security Deposit** shall be refunded to the supplier after successful completion of the contract and receipt of full payment from the Tendering Authority or Purchase Organization as the case may be after deducting Commission /charges if any.

**e)** EMD/ Performance Bank Guarantees (**PBG**) /**Performance Bond** shall be returned to the supplier after receipt of same from Tendering Authority or Purchase Organization whatever may be applicable.

**f)** STC would quote the rates to buyer(s)/Customers on the basis of rates offered by the Supplier to STC after adding a nominal **Trading Margin of STC**. The amount of trading margin would be decided by STC at its sole discretion and the same shall not be contested by the supplier.

g) Based on specifications and requirement of the STCs buyer/customer or tendering authority whatever may be applicable, STC shall invite limited e-tenders from amongst the empanelled suppliers of the above mentioned items.

h) STC would quote the rates to Central/State Government Departments/Purchase Organization whatever may be applicable on the basis of rates offered by the Supplier to STC after adding Trading Margin of STC. The amount of trading margin would be decided by STC at their sole discretion and the same shall not be contested by the supplier. The basic terms of order received by STC from Customer shall mutatis mutandis apply in the back-to-back contract to be finalized between STC and the Supplier. The payment to supplier shall be released only after delivery/supply of goods and only after receipt of payment by STC from the respective State Govt. Department / Purchase Organization whatever may be applicable. The rate quoted by the supplier should be inclusive of all the taxes, expenses, transportation, insurance, loading-unloading, packing charges etc. Any other charges incurred by STC in connection with the execution of the tender to be borne by the supplier.

i) It is to be expressly understood and agreed by the prospective Supplier that STC shall be making the purchases on behalf of its end Customers based on their specific indents. Accordingly, in case any deductions are made from the bills of STC by its Customers on account of deviations in the specifications, pilferage or due to short-landing at unloading destination point or for any other reason the payment will be released to supplier to the extent of amount received from customers after such deduction. In case of shortage necessary debit/credit note to be issued by supplier and STC.

j) In the event of rejection of items/material supplied to the Purchase Organization whatever may be applicable, the rejected items/material will be lifted back by the supplier at their own cost and expenses. In case of any penalty/charges the same will have to be borne by supplier and STC **at any cost** shall not accept any such claim / charges whatsoever from the supplier.

k) All the items i.e Gold/Silver Coin, Gold/Silver Medallion, Silver Wire/Thread etc. should be approved by the customer/purchasing organization and/or certified by the applicable Government Agencies (if required) and quality to be strictly in compliance with the prevailing rules of the purchasing organization. The supplier should have a valid license for selling Hallmark Jewellery from Bureau of Indian standards.

l) Supplier shall undertake to abide by the logistical requirements if any of Central / State Departments / Undertakings or any other Authority for supply of Gold/Silver Coin, Gold/Silver Medallion, Silver Wire / Thread etc. at their designated depots/distribution centre.

m) Those suppliers who have their offices within the southern states would be preferred for supply to the particular region.

n) The selected supplier(s) shall ensure compliance of all the Government legislations, policies, guidelines, order etc., in force related to any or all of the above activities/commodities.

o) Supplier shall undertake to abide by all statutory requirements and guidelines issued by the Government of India from time to time.

p)The supplier shall ensure adhering to all specifications including quality strictly as indicated by the Purchasing Organisation or whatever may be applicable and/or our purchase order.

q)Delivery has to be made at the designated depot of the end user with proper insurance coverage and any damage during the transportation will be only to the account of the supplier. Cost of the material should include transportation, insurance, taxes, levies, clearing, handling and packing charges.

r) Payment terms will be negotiated on Contract to Contract basis between STC and the associate supplier.

s) 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 IV** of this Empanelment Notice) and have no objections whatsoever in signing the contract.

#### **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 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 /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 including shipping of the consignments, port 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 for two years from the date of confirmation by STC. STC shall have sole discretion to extend the validity of this standing panel for further period of two years 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 EOI 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 EOII is, or should be kept confidential; or disclosure of this information would unreasonably affect the Proponent's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information, confidential. In so far as is practicable, STC will give effect to the Applicant's stated wishes, and requests for access to such information will be determined under provisions of **RTI Act-2005**.

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.

## **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**.

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. **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. 2 Crore 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 & 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. 2014-15, 2015-16 & 2016-17.
- h) Copy of the income tax return filed (as applicable) in the last 3 financial years i.e. 2014-15, 2015-16 & 2016-17 should also be provided.
- i) Copy of Memorandum and Articles of Association of Company, if applicable.
- j) List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors.
- k) Board Resolution/ Letter from partners authorizing all or any one of the Director/Partners to sign the documents.
- l) Signature of Partners/Directors/Proprietors duly attested by the bank.
- m) Documentary proof as indicated in eligibility criteria as per clause 2(b) above. The supplier shall clearly mention monthly production/supply capacity of the commodity(ies) for which the application is being made in space provided in Supplier Empanelment Form.
- n) **IEC certificate**, if any.
- o) Copy of **PAN, GST/ Certificate, Trade License** (As applicable).
- p) Complete signed copy of Empanelment / EOI Notice as a token of acceptance of all the terms & conditions.

## **6. SUBMISSION OF EMPANELMENT DOCUMENTS:**

- a) Prospective Supplier may download Expression of Interest document from our website [www.stc.gov.in](http://www.stc.gov.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 bidders are therefore advised to regularly **visit above mentioned website** at 6(a) to update themselves.
- c) Place of submission of Empanelment documents: 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) Date for 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/EOI notice. i.e. one year from publishing date. The empanelment shall be processed on FIRST cum FIRST SERVE BASIS.

e) Applications received in Fax or E-mail will not be entertained.

f) The enquiries for supply of above items will be floated to the empanelled suppliers with STC who are eligible as on the date of floating the enquiry.

g) This EOI Notice can be renewed/extended by STC by issuing a Corrigendum.

## **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 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.

**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.**

**9. ARBITRATION:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract 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.

**10. INDEMNITY:** The applicant shall always keep STC indemnified against all losses and damages arising out of or relating to this EOI.



Annexure-I

EOI Notice No. STC/GOVT.TEN/EMP/2017-18/01 DTD /09/2017

**Supplier Empanelment Form**

S.No	Desired Information	Details by Applicants							
						Please Tick Wherever Applicable	Supply Capacity (Qty/Month)		
1	Name of Commodity (ies) for which Empanelment is solicited	Gold Coins							
		Silver Coins							
		Silver Wire							
		Silver Thread							
		Gold/Silver Medallion							
	Other articles of Gold/Silver								
	Company Name:								
	Nature of Constitution of firm: Public/Private/Partnership/Proprietorship etc.,								
	Names of CEO/Directors.								
2	Registered Address for Communication:								
	Date of Establishment of Firm Telephone/Fax/Email								
3	Details of DD Attached								
4	Whether you are a Manufacturer/Trader/Supplier								
5	Yearly supply of Commodity	Commodity	2014-15		2015-16		2016-17		
			Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)	
		Gold Coins							
		Silver Coins							
		Silver Wire							
		Silver Thread							
		Gold/Silver Medallion							
Other articles of Gold/Silver									
6	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.	Commodity	2014-15		2015-16		2016-17		
			Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)	Qty (Mts)	Value (Rs.Cr)	
		Gold Coins							
		Silver Coins							
		Silver Wire							
		Silver Thread							
		Gold/Silver Medallion							
Other articles of Gold/Silver									

7	Do you have profit for last three financial years & positive net worth	Yes/No. Please provide figures/details
8	Do you agree to bear any liability arising out of non-fulfillment of supply order?	Yes/ No
9	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 & subsequent agreements, if any	Yes/No.
10	Have you defaulted in supply of Commodities for which empanelment is solicited?	Yes/No.
11	Have you attached undertaking as per Annexure-II of this Empanelment Notice?	Attached/Not Attached
12	Are you having any litigation with State/Centre/Government Department/Statutory bodies/ PSU? Please specify	Yes/No.
13	Please furnish details on your Licenses, registration, membership, approvals for storage/warehousing/transport from respective authorities for applicable items.	Details, if any
14	Sealed Credit Rating Report attached	Attached/Not Attached
15	Sealed Bankers Report attached	Attached/Not Attached
16	Solvency Certificate valued Rs.2 Cr. From a nationalized Indian bank/private bank	Attached/Not Attached
17	Have you attached undertaking Annexure-III of this Empanelment as per Notice?	Attached/Not Attached
18	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  
Mobile Number:  
E-Mail:  
Seal/Stamp

**ANNEXURE II**

(ON COMPANY'S LETTER HEAD)

DATED:

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 or by any Government Undertaking in India for 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 III**

(ON COMPANY'S LETTER HEAD)

DATED:

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 Per mission(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.

### 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.

(3) 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 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



