



**The State Trading Corporation of India Limited
Jawahar Vyapar
Bhawan
Tolstoy Marg
New Delhi-110 001**

INVITES EXPRESSION OF INTEREST (EOI)

NO.STC/CO/ACO/MISC(EOI)/17004/2019

DTD. 22.07.2019

For Empanelment of Suppliers:

- 1. Of Rice & Wheat for Export and Domestic Supplies.**
- 2. For supplies to Army Purchase Organizations (APO), State Police Departments, State Governments & Other Para-Military Establishments in respect of Pulses, Tea etc.**

Interested Applicants may provide their EOI, but not later than
21.07.2020, 1700 HRS IST

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'). STC was incorporated under Companies Act in the year 1956 and functions under the administrative control of Deptt. 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.

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 domestic as well as 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:

Sl. No.	Commodity
1.	Rice
2.	Wheat

2. 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 with its panel of suppliers. The suppliers will be required to strictly adhere to contractual product specifications and delivery parameters of end buyers/users.
- b) The suppliers interested in supplying Commodity/ies to Army Purchase Organizations, State Police Departments & Other Para-Military Establishments may also apply for empanelment.
- c) The Suppliers empanelled against the EOI No. STC/CO/ACO/MISC(EOI)/17003/2019 dated 19.02.2019 may also participate in the tenders issued by Army Purchase Organizations, State Police Departments & Other Para-Military Establishments.
- d) The empanelled supplier shall accept all terms and conditions of the contract of the buyer on back to back basis and deliver the Commodity/ies (as the case may be) in the manner required without any financial involvement on the part of STC.
- e) The Empanelled Supplier (Associate Supplier) shall furnish Interest-free EMD / Bid bond and Performance Bank Guarantee / Performance Bond, as required by the buyer, to STC and shall also bear the expenses/bank charges, if any, incurred by STC in this regard, on case to case basis. (As per Annexure-III).
- f) Further, the Empanelled Supplier (Associate Supplier) shall also furnish additional 5% Performance Guarantee of the awarded quantity to STC, in addition to the Performance Guarantee demanded by the Buyer. The final percentage (Buyer's term plus 5%

additional) of Performance Guarantee to be submitted by the supplier can be provided as a single Performance Bank Guarantee.

- g) **Payment terms for contract will be negotiated on case to case basis between STC and the Supplier, depending upon the payment terms of the Buyer.**
- h) It is to be expressly understood and agreed by the prospective supplier that STC shall be making the purchases on behalf of its end buyers/users based on their specific indents. Accordingly, in case any deductions are made from the bills of STC by its end buyers/users on account of deviations in the specifications, pilferage or due to short-landing at unload destination point the amount will be released to supplier to the extent of amount received from end buyers/users after such deductions and deduction of all expenses and trade margin. In case of shortage necessary debit/credit note to be issued by supplier and STC. Further, any legal implication arising out of the transaction due to any quality/quantity or any other issue, the legal cost shall be borne by the Supplier
- i) In case the value of the contract exceeds Rs.5 Crores, the supplier will also be required to sign Integrity Pact with STC. It will be assumed that all prospective applicants have gone through the Integrity Pact (Annexure II of this EOI) and have no objections whatsoever in signing the contract.
- j) The selected supplier shall ensure compliance of all government/statutory legislations, related to any or all of the above activities and shall also undertake to abide by the statutory requirements and policies/guidelines of the Indian Government from time to time. The said undertaking should be documented and duly stamped and executed.

3. 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 miller, trader or exporter of the commodity/ies wherever applicable.
- b) The Applicant shall have experience of export/Domestic Trade of minimum quantity of commodities, during the last three financial years directly or through PSUs, State/Govt. Agencies as mention in the table below:

Sl. No.	Commodity	Quantity (MTs)
1.	Rice	20000
2.	Wheat	8000

In proof of exports and domestic trade, the Supplier shall furnish CA certificate in original for quantity and value of export and domestic trade carried out during a particular Financial Year. Copy of BL not to be enclosed.

- c) **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 as per the format provided as Annexure-IV. (Solvency Certificate from any Cooperative Bank or Gramin Bank will not be acceptable).**
- d) The applicant shall keep STC indemnified at all times against any claims, liabilities, proceedings etc. from the foreign buyer or otherwise arising out of or in connection with any of the terms and conditions of this EOI.

4. DOCUMENTS REQUIRED

The interested applicant shall submit the following information/documents as per the format(s) attached herewith along with their detailed proposal in a sealed envelope with **each page of the document numbered, stamped and initialed.**

- a) The supplier is required to submit a non-refundable fee of Rs. 10,000/- + GST (@18%) towards processing charges, in the form of a demand draft favouring "The State Trading Corporation of India Ltd." payable at Delhi OR through NEFT in the Account mentioned below:

Name of account holder: The State Trading Corporation of India Limited
Name of the Bank: :IndusInd Bank Limited, Barakhamba Road, New Delhi
Account No. :200000550077
IFS Code :INDB0000005
SWIFT Code :INDBINBBNDH

The supplier shall submit documentary proof of the remittance of the amount in STC's Account.

- b) Audited Balance Sheet and Profit & Loss Statement of the Company for the last 3 financial years i.e. 2016-17, 2017-18 and 2018-19
- c) Copy of the income tax return filed in the last 3 financial years i.e. 2016-17, 2017-18 and 2018-19 should also be provided.
- d) Copy of Memorandum and Articles of Association of Company OR registered deed of partnership OR letter of proprietorship certified from the appropriate authority, as applicable.
- e) List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors. In case of Directors, the DIN and the digital signature certificate may also be provided.
- f) Board Resolution/ Letter from partners authorizing all or any one of the Director/Partners to sign the documents.
- g) Signature of Partners/Directors/Proprietors duly attested by the bank.
- h) Report from credit rating agencies such as DNB, Moody's, CRISIL, Standard & Poor'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 report from DNB on its behalf, it may submit a request on Company's letter head and remit an amount of Rs. 5,000 + GST (@18%) in STC's account as mentioned under point no. (a) above.
- i) Documentary proof as indicated in eligibility criteria 3-b.
- j) Copy of PAN, Trade License, Valid FSSAI License, IEC certificate & GSTN Number.
- k) Affidavit to the effect that the supplier has not been black listed by Govt. agencies/CPSUs/STC as on date, duly stamped and notarized.
- l) Supplier Empanelment form as per Annexure-I and Annexure-I A.
- m) Signed copy of EOI as a token of acceptance of all the terms & conditions.

5. SUBMISSION OF EXPRESSION OF INTEREST

- a) The interested applicants may submit their applications at the earliest but not later than the last date and time for submission of the Expression of Interest i.e. **21.07.2020, 17:00 HRS IST**
- b) Place for submission of EOI & Method of delivery: The Expression of Interest should be sent via Speed Post/Registered Post only to Chief General Manager (Rice and Wheat Division), The State Trading Corporation of India Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001. STC will not be liable for any postal delays.
- c) Applications received in Fax or Email will not be entertained.
- d) Late Receipt of EOI: Any EOI received by STC after the due date & time would be summarily rejected.
- e) Any request for clarification after **21.07.2020;1100 HRS IST** would not be entertained.

6. GENERAL TERMS & CONDITIONS

- a) The EOI will be valid for One year from the date of its issuance and Applications received against this EOI will be processed as and when received.
- b) The Applicants to whom the letter for confirmation of Empanelment is not issued and the Application is under process will not be eligible to participate in any enquiry.
- c) 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 agricultural commodity 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.
- d) 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 even at a later stage.
- e) Prospective Supplier who qualifies as empanelled manufacturers/suppliers to STC would be individually notified after the evaluation process of empanelment is complete.
- f) 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 clearances, storage, insurance, clearing, handling, forwarding and inland transportation, quality & quantity inspections etc.
- g) The validity of this empanelment of the supplier would be for 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.
- h) 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).**
- i) All documents submitted in response to this "Expression of Interest" shall become the property of STC, upon submission.
- j) Applicant(s) having same address or contact details would be rejected.
- k) 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.
- l) 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.
- m) STC will check all the documents before issuing "Letter of Empanelment" to the Suppliers and that should be final letter.
- n) 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.
- o) 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. **For this, letter may be provided to STC.**
- p) 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.

- q) 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 relations are 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 of any number of responses.
 6. Alter any date or time in the process;
- d) Any dispute with respect to this Expression of Interest only shall be discussed mutually between the Authorized Personnel from the Supplier's Company 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.
- e) The Performance Guarantee Bond may be forfeited or invoked in case such as:
- i) If the Supplier fail to perform all or any of their obligations under the said EOI/Contract/LOA
 - ii) if supply materials shorter than the agreed quantity as revealed by the Joint Draft Survey at the discharge port
 - iii) if penalties are levied due to quality deviations from contractual specifications as revealed by discharge port analysis report
 - iv) if liability towards dead freight, despatch/demurrage and/or Liquidated Damages and/or other recoveries not settled.

f) LAWS AND JURISDICTION

This Expression of Interest shall 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 Delhi 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 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 third party or Firm/ company deployed employees.

The applicant also undertakes to hold STC harmless and indemnified from any loss or costs resultant from any decree obtained against the firm 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.

STC shall always be kept fully indemnified of all costs, expenses, claims etc. of whatsoever nature.

The applicant shall fully indemnify/reimburse/pay all costs, legal expenditure, expenses of whatsoever nature incurred by STC in defending, contesting, pursuing any legal case/recovery proceedings of whatsoever nature before any court/tribunal/authority/forum in the litigation/disputes etc arising out of this agreement or in relation to this EOI with any person or business associate/party.

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-2005.

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

Once the panel of suppliers of agro-commodities is constructed, it would be utilized by STC for fulfillment of partial/complete supply of any commodity as required by any government/private procurement organization, as and when such a requirement arises. The suppliers from the panel would be shortlisted/identified by way of floating a limited tender among the members of the panel. Prospective associates who qualify as Associate suppliers to STC would be individually notified after such an evaluation process is complete, and they shall be back-up suppliers to STC for onward supply to the final procurement organization. If STC is successful in getting awarded the supply order from the procurement organization, STC shall

enter into supply contract with the procurement organization, and associateship agreement shall be drawn between the shortlisted/identified suppliers and STC on a back-to-back basis.

11. **DISCLAIMER**

The issue of this document does not in any way commit or otherwise obliges 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 applicant(s). 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 EOI 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.

SUPPLIER EMPANELMENT FORM

S. NO.	DESIRED INFORMATION	DETAILS BY APPLICANTS																
1	Name of Commodity(ies) for which Empanelment is solicited.	Please tick whichever applicable: <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Commodity</th> <th></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Rice</td> <td></td> </tr> <tr> <td>2.</td> <td>Wheat</td> <td></td> </tr> </tbody> </table>								Sl. No.	Commodity		1.	Rice		2.	Wheat	
Sl. No.	Commodity																	
1.	Rice																	
2.	Wheat																	
2	Supplier Name: Owner(s)/ Director(s)/ Partner(s)/ Proprietor(s): Registered address: Date of establishment/ incorporation/ constitution: Telephone/ fax/ email:																	
3	Whether you are a Miller/ Trader/ Exporter?																	
4	Yearly report of business handled of Rice and Wheat during the last three financial years. (i.e. 2016-17, 2017-18 and 2018-19). Please furnish separate information for different commodities.	Commodity	Trade	2020-16		2016-17		2017-18										
				Qty (MTs)	Value (INR CR.)	Qty (MTs)	Value (INR CR.)	Qty (MTs)	Value (INR CR.)									
		Rice	Export															
			Domestic															
		Wheat	Export															
			Domestic															
5	Whether CA certificate in support of the above supplies submitted in original.	Yes/No																
6	Do you have experience in supplying Rice, Wheat/or any other commodity for which empanelment is solicited to any Government agency in India or buyers overseas? If yes, please provide details.	Yes / No																

7	Whether agreeable to handle export Rice, Wheat/or any other commodity for which empanelment is solicited on FOB/CFR/CIF (vessel load/Container load)?	Yes / No
8	Have you ever defaulted in supply of Rice and/or Wheat and whether have been black listed/banned for participation in any of the Government/Government undertaking organizations for supply of Rice, Wheat/or any other commodity for which empanelment is solicited or any other commodities in India?	Yes / No
9	Have you been barred from supplies to any foreign country by Governments/ PSUs/ Other agencies etc?	Yes / No
10	Is there any ongoing litigation or legal dispute or any pending execution of decree or award by or against the State/ Centre/ Government department/ Statuary body/ PSU?	Yes / No
11	Please furnish details on your registration, membership no. of FSSAI, FPO, AGMARK, HACCP, Rice& Wheat Exporters Association and / or similar bodies with complete details.	

12	Credit rating of D&B or any credit rating agency attached.	Attached / Not attached
13	Solvency Certificate valued Rs. 2 Cr or US\$ equivalent from your banker.	Attached / Not attached
14	All terms and conditions are accepted	Accepted / Not accepted

I/WE CERTIFY THAT THE ABOVE INFORMATION IS TRUE.

Dated:

Signature

Name & Designation

Place

Seal/Stamp

ANNEXURE-I A

Details of Commodities supplied to Army Purchase Organization (APO), Para-Military Establishments, State Police Departments and State Governments:

Commodity(ies)	Name of the Organisation	Quantity Supplied (MTs)			Value in INR Crores		
		2016-17	2017-18	2018-19	2016-17	2017-18	2018-19
Please Specify							

I/WE CERTIFY THAT THE ABOVE INFORMATION IS TRUE.

Dated:

Signature

Name & Designation

Place

Seal/Stamp

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, this agreement shall be signed by all the Partners.
- (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

PERFORMANCE GUARANTEE BOND

(To be executed by any first class International Bank through its Branch office in New Delhi

(India) on stamp paper of Rs.100/-)

M/s. State Trading Corporation of India Limited,
Jawahar Vyapar Bhavan,
1, Tolstoy Marg,
New Delhi – 110001.

1. Against LOA/Contract No. _____ dated _____ (hereinafter called said LOA/Contract) entered into between STC (hereinafter called the buyers) and M/s _____ (hereinafter called the Supplier), this is to certify that at the request of the Supplier, We _____ (Name and full address of the Bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) have issued this guarantee in favour of Buyers for the amount of Rs. _____ and hereby expressly unconditionally and irrevocably guarantee and undertake to pay the amount demanded by the Buyers not exceeding the sum of Rs. _____ only, without any demur, protest and without any reference or recourse to the Supplier notwithstanding any dispute raised by the Supplier in any suit/proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to STC across the Counter of the Bank on the same day of receipt of invocation of this Performance Bank Guarantee, if the Supplier fail to perform all or any of their obligations under the said Contract/LOA or supply material short than the agreed quantity as revealed by the Joint Draft Survey at the discharge port or if penalties are levied due to quality deviations from contractual specifications as revealed by discharge port analysis report or liability towards dead freight, despatch/demurrage and/or Liquidated Damages and/or other recoveries not settled. The decision of the Buyers duly communicated in writing to the bank during the currency of this guarantee that the sellers have failed to perform all or any of the obligations under the LOA/Contract or have delivered short quantity at the discharge port as per joint draft survey report at the discharge port/or penalties have been levied due to quality deviations from contractual specifications as per analysis report at the discharge port or have not settled despatch/demurrage and dead freight, shall not be questioned and shall be final, conclusive and binding (irrespective of the stand that may be taken by or on behalf of the Supplier). The said amount of Rs. _____ will, accordingly, forthwith be paid without any conditions or proof whatsoever.
2. It is fully understood that this Guarantee is effective for a period of 12 months from the date of issue of the guarantee i.e. upto _____ and that we _____ (Name of the Bank) undertake not to revoke this guarantee during its currency, without express consent from the Buyer.
3. We, _____ (Name of the Bank), further agree that the Buyers shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and

conditions of the said Contract or to extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said Supplier and/or forebear to enforce any of the terms and conditions relating to the said Contract and We, (Name of the Bank) shall not be absolved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said sellers or for any forbearance and/or commission on the part of the Buyers, or any indulgence by the Buyers, to the said Supplier or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of releasing us.

4. We, (Name of the Bank), further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said Supplier/Buyer/Bank or for any other reason whatsoever.
5. The Guarantee will be governed by Indian laws and will be subject to jurisdiction of Competent Courts at New Delhi in India alone.

FOR-----BANK

ACCEPTED

N.B. Conditional PBG will not be accepted.

FORMAT FOR SOLVENCY CERTIFICATE

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

M/s. State Trading Corporation of India Limited,
Jawahar Vyapar Bhavan,
Tolstoy Marg,
New Delhi- 110001.

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 _____ only). The 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)