



THE STATE TRADING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)
JAWAHAR VYAPAR BHAWAN,
1 TOLSTOY MARG, NEW DELHI -110001
Ph:- (011) 23313177, Fax No. (011) 23701191/23701123
Website: www.stc.gov.in, E-mail: co@stclimited.co.in
CORPORATE IDENTITY NUMBER L74899DL1956GOI002674

E-TENDER FOR SUPPLY OF DRUGS FOR EXPORTS

(DRUGS & PHARMA DIVISION, NEW DELHI)

Closing at: 1400 Hours of 27.12.2019
Opening at: 1500 Hours of 27.12.2019

No.: STC/CO/EI/PHARMA/2019-20/01

Dated: 12.12.2019

The STC of India Limited is a Govt. Company, registered under The Companies Act, 1956 (under the administrative control of the Ministry of Commerce and Industry), having Corporate Office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110 001 (hereinafter called 'STC'). The company is engaged in International and Domestic trading of various commodities/products. STC has actively undertaken exports of pharma products and is looking to associate with reputed pharma manufacturer(s) for exports of drugs/pharma.

STC has achieved a business turnover of Rs.8,893 Cr. during 2018-19 and a business turnover of Rs.10,825 Cr. 2017-18.

STC hereby invites E-Tender through E-procure portal under Two-Bid System for supply of Methyldopa 250 mg Tablets for exports.

Bids against this E-Tender shall be received only electronically through E-procurement portal of NIC (eprocure.gov.in/eprocure/app). No bid shall be accepted in hard copy or in any other form.

The E-Tender document can be obtained from the office of Sh. Virender Bejgotra, Chief Manager (Marketing), 5th Floor, STC, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi on written request on the letter head of the company and can also be downloaded from STC's websites i.e. www.stclimited.co.in or www.eprocure.gov.in. **Corrigendum/Addendum, if any, shall be published only on these websites.**

The main Terms & Conditions are given as under:-

1. **ITEM/DRUG:**

METHYLDOPA 250 mg Tablets

The medicines should be of topnotch quality manufactured by WHO-GMP/USFDA/EMA approved firms most preferably by multinational companies having proven track record. WHO-GMP/USFDA/EMA Certificate to be enclosed along with the offer. Any compromise on quality shall not be accepted.

2. **MARKETING AUTHORIZATION/ QUALITY STANDARDS:**

The manufacturer must have the following Certificate of a Pharmaceutical Product or Good Manufacturing Practice:

- a) European Medicines Agency (EMA) OR
- b) Food and Drug Administration United States Government (USFDA) OR,
- c) Regional Reference Authorities for Medicine Level 4*.

* Level 4 is the level that enables pan American Health Organization to designate the regulatory body as a reference authority for medicines and biologicals.

The manufacturer must comply with legislations, regulations, guidelines and quality standards of Chile. Manufacturer shall declare to know and accept the applicable legislations, regulations and guidelines of Chile regarding pharmaceutical products for human use, and that the policy of the Government of Chile is to privilege the purchase of pharmaceuticals with **demonstrated therapeutic equivalence**.

3. **QUANTITY:**

6,500,000 Tablets (Sixty Five Lakh Tablets) for December'19-January'20 delivery. **STC reserves the right to split the total quantity among the tenderers.**

4. **PRICE:**

Prices to be quoted in USD CIP Santiago Airport Chile basis (**INCOTERMS 2010**). All taxes, levies etc., if applicable, relating to the above supplies will be to the account of the supplier.

5. **PACKING:**

Goods are required to be packed in export worthy packing. Packing should conform to the prescribed international standards for air-lifting. The cost of packing shall be to the supplier's account. The packing details are as below:

I. **Primary Container:**

Material

Light blister

Language

Spanish/English

Required information

- a. International Nonproprietary Name (inn)
- b. Dosage form and strength
- c. Expiration date
- d. Lot/serie/batch number

II. Secondary Container:**Material**

Cardboard or other resistant material that protects from the manipulation.

Language

Spanish/English

Required Information

- a. International Nonproprietary Name (INN)
- b. Dosage form and strength
- c. Expiration date
- d. Lot/serie/batch number
- e. Package contents (number of tablets required: 20 to 60 by packing).
**if tenderers have another presentation available then they may please inform in the tender.*
- f. Qualitative and quantitative formula
- g. Route of administration
- h. Name of the manufacture laboratory and address.
- i. Storage temperature and other special conditions
- j. Patient information leaflet in Spanish or English
- k. Precautions and contraindications

III. Tertiary Package:

Cardboard boxes or other resistant material, sealed with packing tape or other necessary resources that guarantee the inviolability of the content. In the case of balances, clearly identify the box containing it.

6. SHELF LIFE:

The medicines should have at least 75% shelf life remaining at time of shipment.

7. **COUNTRY OF ORIGIN:**

India

8. **DELIVERY PERIOD:**

The material has to be shipped by December'19-January'20 by Air to Santiago, Chile.

9. **VALIDITY OF OFFERS :**

The offers should be kept valid for STC's acceptance upto 90 days from the opening date.

10. **INSPECTION:**

The consignment will be inspected by an international Independent Inspection Agency to be appointed by STC/Manufacturer at nominated load-port. Inspection Certificate/Report certified by the Independent Inspection Agency shall be final and binding on both the buyer and the seller. The Inspection charges shall be borne by the seller/manufacturer.

11. **PAYMENT TERMS :**

The Payment to the supplier/manufacturer shall be released in Indian Rupees against timely (as stipulated in the order) and satisfactory shipment via RTGS on receipt of payment from CENABAST, Government of Chile. Any deduction on any account made from the payment by CENABAST should be counter accepted by manufacturer/supplier without resulting any loss to STC due to any deduction.

12. **PRE QUALIFICATION CRITERIA:**

- (a) The Tenderer/prospective supplier should have a valid manufacturing license.
- (b) The Tenderer/prospective supplier to furnish a certificate that the pharmaceutical items supplied will be of standard Quality manufactured under GMP/USFDA/EMA or Regional Reference Authorities for medicines Level 4.
- (c) The Tenderer/prospective supplier to submit Certificate for GMP/USFDA/EMA or Regional Reference Authorities for medicines Level 4.
- (d) **The Tenderer/prospective supplier to submit therapeutic equivalence studies or documents issued by the competent health authority, proving the condition of therapeutic equivalent.**
- (e) The Tenderer/prospective supplier to submit a certificate that the rates quoted by them are competitive and reasonable as per prevailing prices and they have no objection if STC get the prices quoted by the supplier cross-checked at their end to verify the reasonableness of quoted prices.
- (f) The Tenderer/prospective supplier should have minimum 3 years experience of supply of Pharmaceutical Items in the past. Tenderer to submit Documentary Evidence for the same **such as Airway Bill or Bill of Lading copies.**
- (g) The Tenderer/prospective supplier to submit Solvency Certificate for more than the contract/export value from their Banker.
- (h) The Tenderer/prospective supplier to submit Certified copies of Annual Accounts of

their company for last 3 years i.e. 2016-17, 2017-18 & 2018-19.

- (i) The Tenderer/prospective supplier to submit CA Certificate certifying the last three Financial Years Turnover & Profitability (2016-17, 2017-18 & 2018-19).
- (j) Copy of PAN Card, GST Certificates.
- (k) The Tenderer/prospective supplier should not have been blacklisted/ banned for participation in Tender by Government of India or by any Government Undertaking in India. The Tenderer shall have to submit an UNDERTAKING (**as per Annexure-I**) on a Rs.100/- Non-Judicial Stamp Paper duly Notarised by Notary Public to the effect that the Company is not debarred/ blacklisted by any Government Department/ Undertaking as on date as well as on each time while participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified in addition to the other rights which may be taken against the supplier.

13. TENDER DOCUMENT FEES:

The Applicants to submit INR.5,000/- (Indian Rupees Five Thousand only) towards Non-Refundable Tender Document Fees to STC through RTGS/NEFT/TT or SWIFT to STC's account as per following bank details:

Bank Name & Branch	: IndusInd Bank, Barakhamba Road, New Delhi
Beneficiary Name	:The State Trading Corporation of India Limited
Account Number	: 200000550077
IFSC code for RTGS	: INDB0000005
Account Type	:Current Account

In case of remittance through RTGS/NEFT/TT/SWIFT, Applicant to submit documentary proof for the said remittance along with Techno Bid.

14. EMD (EARNEST MONEY DEPOSIT):

Tenderer to submit an EMD amount of Rs.10,00,000/- (TEN LAKHS) to STC along with its offer. EMD is to be submitted in the form of Demand Draft/Pay Order issued by a Nationalized/ Scheduled Bank in favour of The State Trading Corporation of India Ltd., New Delhi or by RTGS/NEFT directly to STC's bank account as under:

INDUSIND BANK LTD.	
Bank Name & Branch	: IndusInd Bank, Barakhamba Road, New Delhi
Beneficiary Name	:The State Trading Corporation of India Limited
Account Number	: 200000550077
IFSC code for RTGS	: INDB0000005
Account Type	:Current Account

The offers received without EMD shall be rejected.

EMD, if submitted in the form of Demand Draft, the original Demand Draft should be submitted physically in the Tender Box placed at the reception of STC office address or by Courier/Post/Speed Post to STC New Delhi office.

EMD if submitted through RTGS/NEFT should be received in STC's account before closure of the Bid. The details of financial instrument entered during e-bid submission should tally with STC's account statement.

EMD amount of Tenderers not qualifying against the Tender shall be returned. No Interest shall be payable on the EMD amount by STC. In case the Tenderer commits any breach of the tender conditions, STC can without any notice forfeit the EMD.

15. FORFEITURE OF EMD:

The earnest money will be forfeited in the following cases:

- I. When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- II. When tenderer does not execute the agreement if any, prescribed within the specified time.
- III. When the tenderer does not deposit the security money after the supply order is given.
- IV. When the tenderer fails to commence or complete the supply of the items as per supply order within the prescribed time or extended time allowed by STC.
- V. Any other act of the tenderer rendering the terms of this tender unenforceable or no-operative or leading to breach of terms of the contract.

16. PERFORMANCE BANK GUARANTEE (PBG):

Upon award of tender, the Successful Tenderer/Supplier shall furnish a Performance Bank Guarantee @ 10% of order value to STC as per format enclosed at **Annexure- II** from any Indian Nationalized Bank/ Scheduled Bank in Public Sector/ Private Sector (except Co-operative and Gramin Banks) and Scheduled Foreign Banks within 07 days of receipt of order.

The Performance Guarantee furnished by the Supplier shall be irrevocable and unconditional and STC shall have the powers to invoke it, notwithstanding any dispute or difference between the Supplier and STC pending before any court, tribunal, arbitrator or any other authority. The Performance Guarantee shall be valid for period of **03 (Three)** months from date of award of order and the validity of PBG shall have to be extended for such period as demanded by STC. However, the Performance Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the contract.

EMD submitted at the time of participation in the Tender shall be returned to the Tenderer after receipt of acceptable Performance Bank Guarantee.

17. FORFEITURE OF PBG:

Performance Guarantee may be forfeited in the following cases :-

- i. When any terms and conditions of the contract are breached.
- ii. When the tenderer fails to make complete supply satisfactorily.

- iii. When the supplier fails to extend PBG, as required by STC, PBG will be invoked.

18. MICRO OR SMALL ENTERPRISES (MSE):

In case of the tenderer being a Micro or Small Enterprise (MSE), relevant registration certificate to that effect should be mandatorily submitted. It should also be clearly indicated whether the MSE is owned by SC or ST entrepreneur, wherever applicable. MSEs producing valid certificate of registration shall be exempted from payment of EMD.

19. TECHNO-COMMERCIAL BID:

Tenderer to upload the following documents as part of Techno Commercial Bid on the E-procure portal:

- (a) Proof of submission of Tender Fee & EMD amount to STC's account or Exemption Certificate as per clause 18 of Tender Document..
- (b) Authority Letter in favour of person signing the Bid.
- (c) Copy of Manufacturing License, PAN Card, GST Registration Certificate and IEC Certificate.
- (d) Certificate to the effect that the pharmaceutical items supplied will be of standard Quality manufactured under GMP/USFDA/EMA approved norms or Regional Reference Authorities for Medicines Level 4.
- (e) GMP/USFDA/EMA or Regional Reference Authorities for Medicines Level 4 Certificate.
- (f) **Therapeutic equivalence studies or documents issued by the competent health authority, proving the condition of therapeutic equivalent.**
- (g) Certificate to the effect that the rates quoted by them are competitive and reasonable as per prevailing market prices and they have no objection if STC get the prices quoted by the supplier cross-checked at their end to verify the reasonableness of quoted prices.
- (h) Certificate of Proof of Annual Installed Production Capacity.
- (i) Export value for the last three years i.e. 2016-17, 2017-18 & 2018-19 alongwith Documentary Evidence such as B/L, Invoices etc. for experience in Pharmaceuticals for minimum 3 years.
- (j) Solvency Certificate from their Banker for more than export/contract value.
- (k) Certified copies of Audited Annual Accounts of the company for last 3 years i.e. 2016-17, 2017-18 & 2018-19.
- (l) CA Certificate certifying the last three Financial Years Turnover & Profitability (2016-17, 2017-18 & 2018-19).
- (m) Tenderer to submit an undertaking on company's letter head that they are not banned or blacklisted by any Government Organization/Undertakings as per ANNEXURE- I & submission of Annexure-III for Integrity Pact.
- (n) Copy of STC's Tender document duly signed and stamped on each page as a token of acceptance.
- (o) Tenderer to submit duly signed declaration mentioning the size of strip i.e. no. of tablets per strip on their company's letter head.

20. **PRICE BID (BOQ):**

Tenderers to quote their Prices per tablet in **USD Only on CIP Santiago Airport Chile** Basis and as per BOQ format provided.

Instructions for filling up BOQ:

Price Bid should be submitted in BOQ format. A standard BOQ format has been provided in the tender that must be filled by all the tenderers. Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Tenderers are required to download the BOQ file, and fill the necessary unprotected cells with their respective financial quotes and other details such as name of the tenderer. No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the tenderer, the bid will be rejected. Offers having conditions/deviations are liable to be rejected at the sole discretion of STC. The Price Bids shall be opened only if the Techno Commercial Bid is found in order.

The techno-commercial bid and price bid shall be valid for at least 3 months from the bid opening date.

21. **SUBMISSION OF OFFERS:**

- (a) Interested Tenderers are requested to submit their complete and most competitive price offers to STC latest by **1400 Hours of 27.12.2019** under Two Bid system i.e. Techno Commercial Bids and Price Bid.
- (b) Techno Commercial Bids shall be opened at **1500 Hours of 27.12.2019**. Price Bid of only technically qualified Tenderers shall be opened.
- (c) Bids shall be received only electronically through the e-Procurement Portal of NIC (www.eprocure.gov.in/eprocure).
- (d) For submission of e-bids, tenderers are required to get themselves registered with NIC's Central Public Procurement (CPP) Portal (<http://eprocure.gov.in/eprocure>) using Class-II/ Class-III Digital Signature Certificate. All the details mentioned during registration enrolment process should be correct/true. Tenderers have to abide by all the terms & conditions mentioned during registration process.
- (e) Tenderers are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of CPP).
- (f) A tenderer may modify, substitute or withdraw its e-bid after submission but in any case before the last date and time of bid submission.
- (g) For modification of e-bids, tenderer has to detach its old proposal from e-tendering portal and upload/ resubmit digitally signed modified bid.
- (h) No bids shall be modified, substituted or withdrawn by the tenderer on or after the closing date and time of bid submission.

- (i) STC may ask the tenderers to submit any or all the documents in original for verification as submitted as part of their online bid anytime during the bid process.
- (j) For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in/eprocure), tenderers may contact CPP Portal Helpdesk on +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 .

22. LIQUIDATED DAMAGES:

If there is delay in delivery of the material beyond the stipulated time, a penalty of 0.5% per day of the contract value, subject to a maximum of 10% shall be levied on the supplier.

23. FORCE MAJEURE:

1. “If at any time during the existence of this tender either party is unable to perform in whole or in part any obligation under the order because of war, hostility, civil commotion, sabotage, quarantines restrictions acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes, then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.
2. Any waiver/ extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.
3. If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
4. The party which is unable to fulfill its engagements under the present contract/ tender must within 15 (fifteen) days of occurrence of any of the causes mentioned in this clause, shall inform the other party of the existence of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of seller or the Buyer shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract.

24. CANCELLATION OF CONTRACT:

If the seller fails to deliver the goods with in specified delivery period for reasons other than Force Majeure, STC shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract. Manufacturer/Supplier would also be debarred for future participation in STC’s Tenders. STC shall not be debarred from taking any legal recourse against the seller in the event of such cancellation.

25. INTEGRITY PACT:

- (a) Signing of Integrity Pact (IP) is mandatory for every tenderer participating in this tender. A copy of the IP is enclosed (**Annexure- III**), which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link <http://www.stclimited.co.in/corporatecommitments/Integrity-pact.aspx>. The Tenderer(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- (b) The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.
- (c) Any bid not accompanied by duly signed IP by the tenderer shall be summarily rejected.
- (d) All sub-contractors/associates whose contribution in the tender is above Rs. 5 crore shall sign IP with STC after the tender is awarded to the successful tenderer. All tenderers shall inform their sub-contractors / associates accordingly.
- (e) The Independent External Monitors (IEMs) for this tender shall be Mr. Bibhuti Bhusana Mishra.

All correspondence to IEMs regarding implementation of IP may either be made directly to their e-mail or addressed to: Mr (Name of IEM), IEM, C/o Chairman & Managing Director, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001.

26. INDEMNIFICATION:

- I. Without any protests or demur, supplier/manufacturer indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/quality/weight/purity/markings/ specifications, etc of the material, costs or expenses of whatsoever nature, costs to STC on account of supplier/handling agent/omissions/negligence/mistake/misconduct breach or default and or non-fulfilment of terms and conditions of the agreement. The supplier shall keep STC indemnified at all times against any claims/liabilities/proceedings, etc from any third party or otherwise arising out/or in connection with Tender/agreement.
- II. The Supplier fully understands the limited role played by STC and indemnifies STC and its Branches, and shall always keep STC and its Directors, Officers, etc. fully indemnified from any claim, loss, damage, quality/quantity issues and any other disputes in connection with export/supplies. The supplier undertakes entire responsibility to sort out

dispute, if any, directly with the Statutory Authorities at supplier's or purchaser's/importer's country at Supplier's cost and risk.

- III. The Supplier shall fully indemnify/reimburse/pay STC all liabilities, past / future, including losses, cost, legal expenditure, expenses of whatsoever nature incurred by STC in defending, contesting, pursuing any legal case/recovery/arbitration proceedings/proceedings of whatsoever nature / Show Cause Notices initiated by STC or against it before any court / Tribunal/ Authority /forum, arising out of this agreement or in relation to this agreement with any person or party.
- IV. In case any dispute or difference arises between STC and the Purchaser/Importer/Buyer in respect of the agreement and an award / judgement/ decree/ order is passed by any court /Tribunal /Authority etc. or a settlement is otherwise reached, the seller shall be bound to accept the same and bear the liability resulting therefrom. Any payment made by STC and all the expenditures incurred in this regard by STC of whatsoever nature shall be paid/reimbursed by the Seller to STC.

27. ARBITRATION:

Any dispute or difference in respect of any matter relating to or arising out of the agreement, if the same is not resolved amicably, will be settled at New Delhi by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. The agreement/Tender is governed by Indian laws enacted time to time including any amendment thereof. And the courts /tribunals /forums situated in New Delhi shall have exclusive jurisdiction over all the legal disputes between STC and the Seller/Successful Tenderer.

28. NO LIABILITY/OBLIGATION OF GOVT. OF INDIA:

It is expressly understood and agreed by and between the Seller and STC that STC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of

India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this agreement.

29. OTHER TERMS AND CONDITIONS:

- (a) The said transaction shall be treated as local sale hence no export incentives are applicable on these transactions/supplies.
- (b) Consequent to the tender participation, the successful tenderer would be required to sign a contract with STC, which shall be binding on both the parties.
- (c) STC reserves the right to cancel the tender without assigning any reason at any stage.
- (d) Conditional offers shall be rejected summarily.
- (e) No Sub-contracting by the Seller is permissible other than in terms of this agreement or as agreed by STC in writing. 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 seller at the sole discretion of STC. STC reserves the right to accept or reject any one or all the Bids/Offer in part or full without assigning any reason thereof.
- (f) Any further Corrigendum/Addendum to the tender documents will be uploaded by STC on websites i.e. www.stclimited.co.in and www.eprocure.gov.in or www.tenders.gov.in.

(VIRENDER BEJGOTRA)
CHIEF MANAGER MARKETING

ANNEXURE- I

UNDERTAKING

(To be executed on Rs 100/- stamp paper)

To:

THE STATE TRADING CORPORATION OF INDIA LTD.
JAWAHAR VYAPAR BHAWAN,
TOLSTOY MARG, NEW DELHI-110001

WE, [insert name and address/registered office of tenderer} is participating in TENDER NO: STC/CO/EI/PHARMA/2019-20/01 dated 12.12.2019, hereby IRREVOCABLY UNDERTAKE as under:-

We have gone through all the terms and conditions in above said tender. We hereby declare that we or our subsidiaries/parent company/sister concern /holding company/ associated concerns have not been blacklisted/banned for participation in Tender by Government of India or by any Government Undertaking in India .

Solemnly affirmed & undertaken on this [] day of _____

(Name and Signature of the Applicant)

Place: _____

Date: _____

ANNEXURE- II

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

Ref : Bank Guarantee No.....

Date :

THE STATE TRADING CORPORATION OF INDIA LTD.
JAWAHAR VYAPAR BHAWAN,
TOLSTOY MARG, NEW DELHI-110001

Dear Sir(s),

In consideration of STC of India Limited (hereinafter referred to as the "STC" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded supply order to M/s a company within the meaning of the Companies Act, 1956/2013 and having its Head Office at (complete address) (hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) pursuant to the tender dated no. And subsequent to which has entered into a Contract with 'Supplier under Ref No dated and the same having been unequivocally accepted by the 'Supplier' resulting in a 'Contract' for purchase of and the 'Supplier' having agreed to provide a Performance Guarantee equivalent to 10% of contract value for successful performance of the entire contract.

We, (Name & Address of Bank) having our Head Office at (complete address), (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the STC Rs._____, on demand any and all monies payable by the Supplier to the extent of Rs._____ as aforesaid at any time up to without any demur, reservation, contest, recourse, or protest and/or without any reference to the Supplier. Any such demand made by the STC on the Bank shall be conclusive and binding notwithstanding any difference/s or dispute/s between the STC and Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the STC and further agrees that this guarantee herein contained shall remain and continue to remain to be enforceable within its validity.

The STC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the

Supplier. The STC shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the STC and the Supplier or any other course of remedy or security available to the STC. The Bank shall not be released of its obligations under these presents by any exercise by the STC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the STC or any other indulgence shown by the STC or by any other matter, manner or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the STC at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the STC may have in relation to the Supplier's liabilities. We further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Supplier/STC/Bank or for any other reason whatsoever. The payment shall be made to STC across the counter of Bank on the same day on receipt of Invocation of the Performance Bank Guarantee.

The guarantee will be governed by Indian Laws and will be subject to the jurisdiction of competent courts in Delhi alone. We the Bank agree that the parties are at liberty to seek extension from time to time as per their need or requirement within the validity period of Bank Guarantee. In case the supplier does not extend the bank Guarantee as demanded by STC within the validity period of Bank Guarantee, the said demand of the STC will be deemed to be the invocation of this Bank Guarantee amount will be released to STC without any protest. This Guarantee will remain in force up toand any demand in respect thereof should reach Bank not later than 10 (ten) (the time period may be decided by the trade division as per its discretion) working days (claim period) from the expiry of above validity date.

Duly accepted by the (Authorized officer of bank as per its power of attorney dated ...)

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force up to and including

Dated this day ofat

WITNESS

1)

SIGNATURE

NAME

OFFICIAL ADDRESS

SIGNATURE

NAME

DESIGNATION

ANNEXURE- III

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 Tenderer**”.

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 tenderers.

In order to achieve these goals, STC has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of STC

(1) STC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b. STC will, during the tender process treat all tenderer(s) with equity and reason. STC will in particular, before and during the tender process, provide to all tenderers/contractors the same information and will not provide to any tenderer(s) confidential/additional information through

which the tenderer(s) could obtain an advantage in relation to the tender process or the contract execution.

c. STC will exclude from the process all known prejudiced persons.

- (2) If STC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, STC will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

Section 2 – Commitments of the Tenderer.

- (1) The Tenderer 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 Tenderer 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 Tenderer will not enter with other tenderer(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 Tenderer will not commit any offence under the relevant IPC/PC Act. Further the Tenderer 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 Tenderer of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Tenderer 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 Tenderer 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 Tenderer 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 Tenderer/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 Tenderer/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Tenderer/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Tenderer/Contractor into question, STC shall also be entitled to exclude the Tenderer/Contractor from participating in the future tender processes for duration as may be considered appropriate by it.

Section 4 - Compensation for Damages and Forfeiture of EMD

- (1) If STC disqualifies the Tenderer/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 Tenderer/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

- (1) The Tenderer/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 Tenderer/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 Tenderers/Contractors/Subcontractors

- (1) The Tenderer/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.
- (2) STC will enter into agreements with identical conditions as this one with all tenderers, contractors and subcontractors.
- (3) STC will disqualify from the tender process any tenderer/contractor who does not sign this Pact with STC or violates its provisions.

Section 7 – Criminal charges against Tenderer(s)/Contractor(s)/Subcontractor(s)

If STC obtains knowledge of conduct of a tenderer, contractor or subcontractor or of an employee or a representative or an associate of the tenderer, 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) Tenderers/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Tenderer/Contractor. The Tenderer/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 Tenderer/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 Tenderer/Contractor twelve months after the last payment under the contract, and for all other tenderers 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 Tenderer/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)
Tenderer/Contractor)**

(Office Seal)

(For & on behalf of The

(Office Seal)

Place :

Date:

Witness 1: Name & Address

Witness 2 : Name & Address