



The State Trading Corporation of India Ltd.
Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi – 110001

SHORT TERM TENDER

FOR

“SELECTION OF FINANCIAL ADVISOR TO ASSIST STATE TRADING CORPORATION OF INDIA LIMITED (STC) FOR DEBT RESTRUCTURING AND TO RAISE ADDITIONAL WORKING CAPITAL LOAN”.

(Ref No. . STC/CO/F&A/BKG/01202/2017 Date: 20.12.2017)

State Trading Corporation of India Ltd.

Notice Inviting Short Term Tender

Online tenders are invited through Two Bid System for selection of financial advisor to assist STC in Debt Restructuring and to raise additional Working Capital loan.

1. The tender documents are available on <https://eprocure.gov.in/eprocure/app> and stclimited.co.in. Earnest Money Deposit & Cost of tender is to be deposited electronically by NEFT/RTGS in the account of STC as mentioned in Section IV before the close of time and date fixed for opening the e-tender. The Bidder should have PAN Number, TIN Number and GST Registration Number.

2. Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> and STC website (stclimited.co.in) as per the schedule as given in CRITICAL DATE SHEET below:

INDICATIVE CRITICAL DATE SHEET

3. Critical Date of TENDER for Selection of Financial Advisor:

| Sl. No. | Particulars | Timeline |
|---------|---|--|
| 1 | Short Term Tender Issuance Date | 20.12.2017 |
| 2. | Tender Inviting Authority | Shri N K Aggarwal, DGM(Fin.), STC, New Delhi |
| | Telephone | Tel:011-23462263, Fax: 011-23701064 |
| 3. | Last date for submitting any queries | 27.12.2017 |
| 5. | Last Date of tender Response (Closing Date) | 01.01.2018 till 3.00 P.M |
| 6. | Eligibility Cum Technical Proposal Opening Date | 02.01.2018 (11.30 A.M) |
| 7. | Financial Proposal Opening date | 04.01.2018 (11.30 A.M) |
| 8. | Tender Price | Rs.500/- (Rupees Five Hundred Only, inclusive of 18% of GST) |

Definition of Terms used in the Tender:

Following terms are used in the document interchangeably to mean:

- i. "Bidder / Applicant / Consultant /Advisor/ Financial Advisor/Financial Advisor" means the entity/company/firm who is submitting its proposal for providing services.
- ii. "Day" means calendar day
- iii. "Proposal" means the technical proposal and the Financial Proposal.

- iv. “Terms of Reference (TOR)” means the documents included in the TENDER which explains the scope of work, activities, tasks to be performed etc.

Confidentiality

This document is meant for the specific use by the Company/ person/s interested to participate in the tender process. This document in its entirety is subject to Copyright Laws. STC expects the Respondent or any person acting on behalf of the Respondent to strictly adhere to the instructions given in the documents and maintain confidentiality of information. The consultants will be held responsible for any misuse of information contained in the document, and are liable to be prosecuted by STC in the event that such a circumstance is brought to the notice of STC. By receiving the bid document, the interested party is subject to the confidentiality clauses.

I. INTRODUCTION:

STC was set up on 18th May 1956 primarily with a view to undertake trade with East European countries and to supplement the efforts of private trade and industry in developing exports from the country. Since then, STC has played an important role in country's economy. It has arranged imports of essential items of mass consumption (such as wheat, pulses, sugar, edible oils, etc.) and industrial raw materials into India and also contributed significantly in developing exports of a large number of items from India.

Over the years, STC has also diversified into exports of steel, iron ore, agro chemicals, red sanders, molasses and imports of bullion, hydrocarbons, minerals, metals, fertilizers, petro-chemicals, etc. The Corporation also exports/imports a diverse range of items to/from countries all over the world such as wheat, rice, castor oil/seed, tea, jute goods, spices, sugar, pulses, light engineering goods, construction materials, consumer goods, sports goods, processed foods, marine products, textiles, garments, leatherwear, edible oils, etc. It undertakes import of technical and security equipment on behalf of Forensic Science Laboratories, State Police and Intelligence Departments and Paramilitary Organisations against specific requests. The Corporation also monitors counter trade/off-set commitments against bulk purchases made by the Government of India.

On domestic front, the Corporation mainly undertakes sales of oils, seeds, oil meals, Coal, metals, tea, pulses and jute. In the recent years, STC has also taken up distribution of fertilizer to tobacco growers, conducting cardamom auctions with a view to safeguard interests of farmers and small volume of sale of packaged tea, coffee, etc. under STC brand.

Presently, the company has bank borrowings to the extent of Rs. 1650 Crore. The entire money is stuck up in business operations as huge amount is recoverable from business associates. The additional working capital is required to undertake further trade. The company therefore invites bid for engagement of financial advisers for restructuring the existing loans and for raising fresh loans to augment working capital.

II. SCOPE OF WORK

The scope of work of Finance Advisory service shall inter alia include the following:

1. Preparation of scheme of Restructuring package
2. Preparation of financial model, assessment of working capital requirements, teaser documents and other deal related documents
3. Carrying out Economic Viability Study
4. Preparation of Documents for sanction/availment of Loan
5. Preparation of bankable Business Plan of the company for restructuring of loans and for raising fresh loans for working capital.
6. Assistance in raising of required additional working capital.
7. Representing STC with existing and potential bankers/lenders.
8. Liaison with associated lenders
9. Representation in Joint Lender's Consortium meeting of the lenders
10. Assistance to the company for the draft of reply of the queries raised by lenders from time to time
11. Coordinating and arranging meetings with lenders for finalizing terms of loan documents and assistance in loan documentation after approval of STC.
12. Coordination and follow up with lenders for final sanction.
13. All other incidental activities relating to debt restructuring and additional fund raising,
14. Advise on all regulatory and compliance matters relating to the assignment
15. The Advisor shall provide any such other advice and assistance as may be necessary and incidental to the services and as may be required in respect of the assignment, including but not limited to attending meetings, conferences and discussions, etc. that may arise from time to time.

The scope of services specified above is not exhaustive and the Advisor shall undertake such other tasks as may be necessary/incidental to completion of the assignment.

III A Qualification Criteria (QC) for Selecting of Consultants/ Bidders:

STC intends to select Consultants based on the Qualification Criteria (QC) as indicated below:

1 EXPERIENCE CRITERIA:

- a. Bidders must have experience of carrying out and completing Financial Appraisals/ Debt Arrangement /Debt restructuring/ Advisory Services (which includes preparation of Financial Model, Financial Projections, Appraisal Report etc.) for at least Three (3) projects having project cost of at least Rs. 2000 Crore (Rupees Two Thousand Two Hundred Crore) each, within preceding three (3) years from 01.04.2014 to 31.03.2017.
- b. Bidders should have arranged long term loan(s)/working capital loan for a minimum amount of Rs.500 Crore (Rupees Five Hundred Crore only) (which includes preparation of Financial Model, Financial Projections, Appraisal Report/Information Memorandum etc.) within preceding three (3) years from 01.04.2014 to 31.03.2017. Such debt arrangement assignment may have been carried out either as sole mandate

or joint mandate with another arranger (only one joint arranger is permitted, and such joint arranger should not be a lender to the said project).

- c. The bidder should be registered under Indian Companies Act 1956/2013; or a partnership firm registered under The Partnership Act 1932/LLP Act, 2008; or a society registered under Societies Act, 1860 / applicable State Act.
- d. The bidder should have been in existence and generating income from Advisory/Consultancy business/Fund Arranging for a period of at least 5 years on the date of application.

Bidders to provide details as per Format II

2. FINANCIAL CRITERIA

- a. Bidders should have audited average annual income under Consulting Business Segment from Consultancy & Advisory Services of minimum Rs.5 Crore (Rupees Five cores only) for the last three preceding financial years (i.e. 2014-15, 2015-16 and 2016-17) with at least Rs. 4 Crore (Rupees Four cores only) during any one of the aforesaid preceding financial years.
- b. The bidders should have Net worth of at least Rs. 10 Crore (Rupees Ten cores only) at the end of last financial year 2016-17 as per its audited annual account statements.
- c. The bidders are allowed to participate only on sole basis as joint/consortium bidding is not allowed in this bidding process.

Bidders to provide details as per Format I

III B CRITERION FOR TECHNICAL BID/ FINANCIAL BID

The proposals received by STC which fulfill minimum eligibility criteria as per clause 1 and 2 of section III A will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which secure the technical score of 50 or more marks out of a total of 100 marks will be considered as technically qualified and only those technically qualified Bids will be further processed to find “Highest scoring Firms” as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. STC however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

1. Technical Proposal evaluation criteria:

Based on the details submitted by the firms in the Technical Proposal, the Technical Evaluation of the eligible firms will be carried out as furnished below:

| Sr.No. | Evaluation parameter | Max Marks | Scoring criteria | Marks |
|--------|---|-----------|------------------|-------|
| 1. | No. of award/empanelment/engagement of bidder (on sole/joint/consortium basis) by any PSU (JV or Subsidiary) of Central Govt./State Govt., Govt. Dept. for providing financial appraisal or advisory/financial consultancy/debt arrangement services/Bid Advisory | 30 | | |

| | | | | |
|----|--|----|----------------------|-----|
| | services or any other finance related advisory services for Projects in India within last five financial years i.e. during F.Y 2012-13 to F.Y 2016-17) | | | |
| | (Enclose self certified copy of Letter of award/empanelment/engagement as proof) | | More than 10 | 30 |
| | | | 5 to 10 | 20 |
| | | | Less than 5 | 10 |
| 2. | No. of total permanent employees of the bidder as on 31.03.2017. | 10 | | |
| | (Submit self certified statement showing total no. of employees of bidder as on 31.03.2017) | | More than 50 | 10 |
| | | | 50 to 20 | 7.5 |
| | | | Less than 20 | 5 |
| 3. | Length of Service of Team Leader#, in full time employment, (Team Leader must have educational qualification with preferably Chartered Accountant / Chartered Financial Analyst / Company Secretary/Cost accountant/ MBA (Finance)/ Master in Finance or related field) in the related field of Commercial Banking / Credit Management/Financial Consultancy/ Financial Appraisal or Advisory / Debt Arrangement services /Bid Advisory services or any other financial related services in India. | 20 | | |
| | (Attach detail as per Appendix-I & II) | | More than 25 years | 20 |
| | | | 10 years to 25 years | 10 |
| | | | | |
| 4. | Length of Service of Deputy Team Leader#, in full time employment, (Deputy Team Leader must have educational qualification with preferably Chartered Accountant / Chartered Financial Analyst / Company Secretary/Cost accountant/ MBA (Finance)/ Master in Finance or related field) in the related field of Commercial Banking / Credit Management /Credit Rating/Risk Management /Project Finance/Financial Consultancy/ Financial Appraisal or Advisory / Debt Arrangement services /Bid Advisory services or any other financial services | 20 | | |

| | | | | |
|----|--|------------|---------------------|----|
| | in India. | | | |
| | (Attach detail as per Appendix-I & II) | | More than 10 years | 20 |
| | | | 10 to 5 years | 15 |
| | | | Less than 5 years | 10 |
| 5. | Nos. of Team Members# (excluding Team Leader and Deputy Team Leader), in full time employment, having educational qualification of Bachelor in Engineering (or equivalent) MBA (or equivalent)/ Chartered Accountant/Cost accountant/ Chartered Financial Analyst/Company Secretary, with minimum experience of 2 years in the related field of Commercial Banking /Credit Rating/Credit Management / Project Finance/Financial Appraisal or Consultancy / Debt Arrangement services /Bid Advisory services or any other financial services. | 20 | | |
| | (Attach detail as per Appendix-I & II) | | More than 5 members | 20 |
| | | | 2 to 5 members | 10 |
| | Total Marks | 100 | | |

#The Team Leader, Deputy Team Leader and Team Members shall be engaged fully with contract work.

Firms fulfilling the eligibility criteria for Technical evaluation bid mentioned above at point (III) i.e. Criterion for Technical Bid would only be considered for scoring given above.

2. Techno- commercial evaluation criteria:

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 70% weightage and Commercial evaluation shall have 30% weightage. These weightage shall be taken into consideration for arriving at the Successful Firm. The evaluation methodologies via-a-vis the weightage are as under:

Score will be calculated for all technically qualified Firms using the following formula: $S = (T/T \text{ High} \times 70) + (C \text{ Low}/C \times 30)$

Where:

1. S = Score of the Firm

2. T = Technical score of the Firm

T High = Highest Technical score among the Firms.

C = Quote as provided by the Firm (please refer to Annexure VII).

C Low = Lowest Quote of C among the Firms.

The Firm securing the highest score becomes the successful Firm.

For example – There are three Bidders A, B and C.

Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other Bidders (B, C, etc.) will be computed using the formula Marks of B/ Marks of highest score A*100.

Similarly Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidders (say C) as 100. Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder*100.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 70% for the Technical Proposal and 30% for the Financial Proposal as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful Bidder will be the one who has highest Combined Score.

| Sr. No. | Bidder | Technical Evaluation marks (T) | Nominal Bid Price in INR(C) | Technical Score | Commercial Score | Combined Score (out of 100) |
|---------|--------|--------------------------------|-----------------------------|-----------------|------------------|-----------------------------|
| 1. | A | 95 | 71 | $95/95*70=70.0$ | $60/71*30=25.3$ | $70.0+25.3=95.3$ |
| 2. | B | 85 | 65 | $85/95*70=62.6$ | $60/65*30=27.7$ | $62.6+27.7=90.3$ |
| 3. | C | 90 | 60 | $90/95*70=66.3$ | $60/60*30=30.0$ | $66.3 +30.0=96.3$ |

In the above example Bidder C with highest score becomes the successful Bidder.

3. Eligibility cum Technical Proposal

Eligibility criteria for the Bidder to qualify this stage are clearly mentioned above as “Criterion for Technical Eligibility”. The Bidder would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suitability.

During evaluation of the tenders, the STC at its discretion may ask the Bidder for clarification in respect of its tender. The request for clarification and response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The STC reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the STC shall be final and binding on all the Bidders to this document and the STC will not entertain any correspondence in this regard.

IV SUBMISSION OF TECHNICAL AND FINANCIAL BID

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’...

2. No Manual bids shall be accepted.

3. **NONRESPONSIVE BIDS** – Means a **bid** or proposal that does not substantially complies with the invitation to **bid** or request for proposals and all prescribed procurement procedures and requirements.

4. Not more than one tender shall be submitted by one bidder or bidders having business Relationship/vested interest. Under no circumstance the companies which have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. Bidder, who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not modify the tender form in any manner**. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with STC.

6. The prospective bidder is advised to visit Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app>, for any Corrigendum / Addendum / Amendment / Clarifications, if any, before uploading its bid and if the bid has been uploaded, same could be detached/withdrawn and resubmitted taking into account Corrigendum / Addendum / Amendment / Clarifications. Any changes modification/corrigendum in connection with this TENDER will be intimated through these websites only. Bidders are therefore requested to visit websites regularly to keep themselves updated. STC shall not be obliged to send any individual information or issue a public notice.

Notwithstanding, anything contained in this bid document, it is unequivocally clarified that if any Corrigendum/Addendum/Amendment/Clarifications issued after submission of the bid and before closing of the bid date and time, such bid would be treated as nonresponsive.

EMD Payment & Tender cost:

Earnest Money Deposit & Cost of tender is to be deposited electronically by NEFT/RTGS in the account of STC at the below mentioned details Bidders are required to incorporate the details of EMD payment at the time of Bid Preparation and same shall not be accepted separately.

BANK Details for EMD Payment through NEFT/RTGS:

| | | |
|-------------------------|---|--|
| Name of the Beneficiary | : | The State Trading Corporation of India Ltd |
| Name of the Bank | : | IndusInd Bank |
| Branch Address | : | Barakhamba Road, New Delhi-110001 |
| Account No. | : | 200000550077 |
| Type of Account | : | Current |
| RTGS Code | : | INBD0000005 |
| MICR CODE | : | 110234002 |
| PAN NO. | : | AAATI2955C |

7. The bidder must note that in case STC conclude that the two bidders are hand in gloves with each other, which includes submission of bids in consultation, if noted, both the bids would be summarily rejected.

8. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.

Submission of Tender

The tender shall be submitted online in two parts, viz., technical bid and financial bid as per Annexure IX.

All the pages of bid being submitted must be signed, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be entertained and bid would be summarily rejected. No correspondence will be entertained in this matter.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (here in after referred to as DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787.

V TERMS & CONDITIONS OF BID/TENDER

1. General

1.1 General Terms.

The STC expects the selected Bidder to adhere to the terms of this TENDER and would not accept any deviations to the same.

Unless expressly overridden by the specific agreement to be entered into between the STC and the selected Bidder, the TENDER shall be the governing document for arrangement between the STC and the Bidder.

The STC expects that the Bidder appointed under the TENDER shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by STC.

Unless agreed to specifically by the STC in writing for any changes to the TENDER issued, the Bidder responses would not be incorporated automatically in the TENDER.

1.2 Rules for Responding to this TENDER.

a) Instruction to bidders:-

The bidder is required to upload signed and stamped copy as per Annexure –IX, failing which the bids may be rejected summarily:

I) **Technical Bid:**

- i. Duly filled, signed and stamped Letter of Proposal on Bidder's Letter Head.
- ii. Duly filled, signed and stamped Annexure-I regarding Particulars of the Applicants as per TENDER.
- iii. Duly filled, signed and stamped Annexure-II regarding Declaration as per TENDER.
- iv. Duly filled, signed and stamped Annexure-III regarding Tender Acceptance Letter as per TENDER.
- v. Duly filled, signed and stamped Annexure-IV regarding Undertaking as per TENDER.
- vi. Duly filled, signed and stamped Annexure-V regarding Indemnity Bond as per TENDER.
- vii. Scanned copy of receipt of EMD paid or Exemption Certificate as per TENDER.

- viii. Scanned copy of receipt of Tender Fee Paid or Exemption Certificate as per TENDER.
- ix. Copy of PAN, TIN and GST Registration.
- x. Curriculum Vitae of Key Professional and their details as per Appendix I and Appendix II duly signed and stamped.
- xi. All pages of TENDER duly signed and stamped by Authorized Signatory as a mark of acceptance of Terms and Conditions.
- xii. Signed and stamped Copy of Annual Report for 2014-15, 2015-16 and 2016-17.
- xiii. Experience Certificate as per TENDER duly signed and stamped by authorized representative.
- xiv. Duly filled, signed and stamped Format-I and Format-II

II) **Financial Bid:**

- i. Duly filled, signed and stamped Annexure-VI regarding Financial Bid undertaking as per TENDER.
 - ii. Duly filled, signed and stamped Annexure-VII regarding Financial Bid as per TENDER.
- b) All the pages of terms and conditions of tender form are to be duly signed by authorized signatory of the bidder as a mark of acceptance of the stipulated Terms & Conditions.
- c) Any Change in the format is strictly forbidden and if noticed the bid would summarily be rejected.
- d) In case of any dispute, both the parties (i.e. STC and the Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the contract agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved; the same shall be referred to CMD, STC for appointment of Sole Arbitrator. The provision of Indian Arbitration & Conciliation act, 1996. (As amended from time to time) shall apply on both parties.
- e) If any fees are payable to the Arbitrator, these shall be shared equally by both the parties.
- f) The venue of Arbitration proceedings shall be office of STC, Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001
- g) The participating companies would be required to quote their Company's Service Charge in their bid as mentioned in Format No. 1 of the Financial Bid otherwise Tender will be rejected.
- h) In the event of the quoted rates of the first two or more agencies in the sequence remains the same, in such a situation the order of preference for the empanelment is vested with STC and shall be final and binding.

DISCLAIMER:

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for undertaking Contract.

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above, does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The STC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. STC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that STC is bound to select a Bidder and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

INTERPRETATION:

In this TENDER, unless the context otherwise requires

- (a) For the purpose of this Tender Document, where the context so admits:
 - (i) The singular shall be deemed to include the plural and vice versa and
 - (ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) References to a “**person**” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- (c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- (d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- (e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

DUE DILIGENCE:

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid non-responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. STC shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

a) Period of validity of bid:

- i. Validity Period: Bids shall remain valid for 120 days after the date of financial bid opening prescribed by STC; STC holds the right to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence.
- ii. Extension of Period of Validity:

In exceptional circumstances, STC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

b) Cost of bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and STC shall under no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

c) Earnest Money Deposit (EMD) and Tender Cost:

The successful bidder shall have to furnish a bid security/EMD of Rs. 50,000 /- (Rupees fifty thousand only) and tender cost of Rs. 500 /- (Rupees five hundred only inclusive of GST of 18%) by RTGS/NEFT.

No EMD and tender cost shall be payable by bidders who are registered with MSME provided that they are registered on the date of submission of bid and the same is valid till the validity of bid under single point registration scheme of NSIC/udyog/aadhar/other schemes under MSME/other documented eligibility as per concerned state. Relaxations as announced by Govt. from time to time shall be applicable to these bidders subject to full compliance of other terms and conditions of this TENDER. However, Certificate of Registration is required to be provided at the time of bid submission.

Bids without EMD and tender cost other than exempted cases shall be rejected summarily.

d) Tender cost and EMD:

- i. The tender cost is non-refundable.
- ii. The EMD is non-interest bearing.
- iii. The successful bidder's EMD will be discharged upon receiving of security deposit or may be adjusted in the amount of Security deposit.

- iv. EMD of unsuccessful bidders without bearing any interest shall be refunded after finalization of Tender.
- v. The EMD will be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity or, in case of a successful bidder, if the bidder fails to sign the contract/agreement in accordance with terms and conditions or, in case the appointed party fails to provide Bank Guarantee for security deposit in one month.
 - b) In case the firm produces false documents/promises made before this office or any committee constituted by this Organization for this purpose and the bid has been rejected.

e) **Acceptance & Withdrawals:**

The right of final acceptance of the tender is entirely vested with STC who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of STC to communicate with rejected Bidders. After acceptance of the tender by STC, the Bidder shall have no right to withdraw his tender, or claim higher price.

f) **STC'S Decision to be final:**

- 1) A firm blacklisted by any Govt. /State Government office will not be eligible to participate in this tender. In case any such firm obtained contract by hiding the facts and it comes to the notice of Office later, contract will be cancelled immediately and security deposit/EMD shall be forfeited.
- 2) STC reserves the right to relax/withdraw/amend/modify any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 3) Bidders are advised to read the tender document carefully and thoroughly before submitting Bid Application, in order to avoid any further disputes and should subsequently satisfy themselves that they meet the qualifying criteria and capability as laid down in the tender documents.
- 4) If the last day happens to be Holiday, the next working day will be the last date for submission and opening of bid, if deemed fit.
- 5) The final decision would be based on the technical capacity and pricing that does not bind it in selecting the firm offering lowest prices alone. The bid shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.
- 6) It will be the sole discretion of India Trade Promotion Organization to accept or reject any tender in full or in part without assigning any reason thereof. Also STC reserves its rights to cancel or postpone the award of work without assigning any reasons whatsoever, for which the quotations are invited. The discretion of STC shall be final and binding in this regard.
- 7) This tender is non-transferable.
- 8) It will not be obligatory for STC to accept the bid with highest score and no explanation shall be given for the cause of rejection of quotation of any bidder. STC is under no obligation to inform the unsuccessful bidders of the outcome of the tender process.

g) RECTIFICATION OF ERRORS:

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

h) Undertaking:

An unconditional undertaking from the Bidder stating the compliance with all the terms and conditions of the Contract/Agreement/Tender and Technical Specifications of the Bidding Document will be required, since no deviation will be acceptable to STC.

i) The Advisory Company shall provide replacement of any Team personnel with the same eligibility criteria and points as submitted in Technical bid. In case of replacement or deployment of additional Team Members by Advisory Company, the additional cost, if any, shall be borne by the advisory company.

STATE TRADING CORPORATION OF INDIA LIMITED
Jawahar Vyapar Bhawan 1, Tolstoy Marg, New Delhi – 110001

DRAFT TERMS AND CONDITIONS FOR IMPLEMENTATION OF SHORT TERM TENDER FOR SELECTION OF FINANCIAL ADVISOR FOR DEBT RESTRUCTURING WITH EXISTING LOANS AND TO RAISE ADDITIONAL WORKING CAPITAL LOAN FOR STATE TRADING CORPORATION OF INDIA LIMITED, NEW DELHI

A. Tenure

The tenure of Financial Advisor shall be up to 1st disbursement of additional loan and acceptance restructuring scheme by Lenders as well as STC whichever is later.

B. General

1. Schedule for Deliverables:

| S. No. | Description of Deliverables | No. of weeks |
|--------|--|--------------|
| 1. | Submission of Debt Restructuring Scheme along with Financials & Revenue Model (From the Date of award of work) | 4 |
| 2. | Acceptance of debt restructuring scheme. | 6 |
| 3. | Signing of Documents relating to debt restructuring and additional working capital. | 2 |

The above timelines for deliverables are indicative and may either prepone or vary depending upon the situations/reasons beyond the control of STC affecting deliverables.

2. Remuneration and Expenses:

Fee for the scope of services will be paid upon signing of documents relating to debt restructuring and additional working capital.

4. Payment Conditions

a. Payments for the invoices raised towards professional services shall be made within 30 calendar days from the date of invoice. However, for delay in payment of fees no interest shall be paid.

b. All payments will be released by way of a cheque / demand draft / RTGS/NEFT/Online in favour of the advisor company.

5. Security Deposits

The advisor company will furnish within 15 days of award of work by STC, an unconditional Bank Guarantee in the format given at **Annexure-VIII** from a

Nationalized Bank/ any Scheduled Commercial Bank approved by RBI for an amount equivalent to Rs. 1,00,000/- (Rupees One lakh Only) **with validity of two years from the date of award of work** towards Performance Security. The Bank Guarantee shall be released after six months of satisfactory completion of the advisory service assignment.

7. Forfeiture of Security Deposits:

- In case of any breach or lapse on the part of the Advisory Company, STC will be entitled to invoke the Bank Guarantee submitted towards Performance Security without any objection from the Agency in any manner. The **Bank Guarantee** shall be invoked, if a bidder withdraws or amends the bid /tender or fails to comply with the terms of contract/agreement within the stipulated period.
- In case the Advisory Company, at any stage fails to provide the required services of STC as mentioned above, it may result in cancellation of the award of work and the amount of the **Bank Guarantee** shall be invoked by the STC and in this regard no representation would be entertained thereafter.

8. Rate and Taxes

- i) The Goods and Services Tax as applicable from time to time shall be payable by the company on the total billing. The amount of Service Tax as calculated by the empanelled agency will be deposited with the concerned Government department and the copy of challan of payments to be submitted along with the bill to STC.
- ii) TDS as applicable from time to time shall be deducted on gross amount of the bill as per rules.
- iii) Taxes extra as applicable will be payable by the empanelled agency as levied by the State/Central Government from time to time.

9. Payment of wages to deployed Personnel

The party to pay minimum wages and comply with other statutory obligations for deployed personnel as laid down by the Govt. of India/ Govt. of NCT of Delhi in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi from time to time. The responsibility of timely payment of wages to its employees and compliance of labour law, EPF Law & ESI Law will rest with the selected company.

10. Submission of bills

The bills shall be submitted by the party within one month after completion of the assignment. The party will give undertaking on the bill that ESI, EPF , Wages & Salary of the personnel deployed have been paid as per the applicable Rules/Laws of Govt.

11. Indemnity

- a) The Advisory company shall indemnify STC from any claims including third party claims arising out of its own employees up to the amount of total fee payable to the “Financial Advisor” (Annexure V).
- b) The Advisory Company undertake all responsibility/responsibilities arising out of loss, damage, theft excluding natural wear and tear/calamity to make good and shall bear the expenses thereto. The Advisory Company undertake to make good to the STC the loss to the property (movable or immovable) if it is found the same is out of their negligence/non application of diligence of deployed personnel.

12. Force-Majeure

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities for any act of GOD (hereinafter referred to as EVENT) beyond their control unequivocally and accepted by other, provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages/ compensation against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CMD, STC, as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

13. Agreement/Contract:

The parties to the Agreement i.e. STC and successful bidder shall have to enter into a contract by formal signing of the agreement on Rs. 100/- non-judicial stamp paper within two weeks of the receipt of notification of award (sample attached).

While submitting, the successful bidder shall have the correct amount to stamp duly adjudicated by Superintendent of Stamps and this will be effective from the date of signing. (the expenditure of agreement will be borne by successful bidder)

14. Termination

- a) Any breach of the terms and conditions of the award of work may culminate into termination of contract with Advisory Company.
- b) If the services of Advisory Company are not found satisfactory/fail to provide the requisite professional, the company may be issued one month notice by STC to

- improve the performance. Failing to which, a final one month notice may be issued by STC to terminate the contract and decision of STC in this regard will be final.
- c) STC reserves its right to review the performance of the Advisory Company from time to time and point out the short comings. The Advisory Company shall be under obligation to act upon to rectify/remove the notified short-comings. The award of work to Advisory Company will be cancelled on account of their poor performance, or violation of terms and conditions.
 - d) Either party may terminate the agreement by issuing the notice to this effect in writing with clear 30 days excluding first and last holidays.
 - e) A notice of termination may take effect immediately or on such later date as it may specify as the date of termination. The parties shall be relieved from future performance of their rights and obligations under this Agreement, other than those rights or obligations, which have accrued at the effective date of termination. The provisions of this proposal relating to confidentiality obligations, indemnification, reimbursements to Advisor for expenses incurred and payments of the fees of Advisor in the event of termination will survive any termination as set out in this section of the Proposal.
 - f) Full payments shall be made to Advisor for services performed prior to the effective date of termination, in accordance with this engagement letter.
 - g) For the compensation towards work in progress, towards the deliverables as above, the payment shall be computed up to the effective date of termination on a pro rata basis of the actual time expended on the services as against the estimated time as per “time estimates” mentioned above, subject to self certificate submitted by Advisor on actual time expended on the assignment and agreement by STC.

No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.

14. Assign & control (Sub contract)

The Advisory Company shall not be allowed to further assign/sub-assign/sub-contract the requirement of STC without prior approval deduced in writing and its breach would lead to termination of contract.

15. Arbitration and Conciliation proceedings

In case of any dispute, both the parties (i.e. STC and the Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the contract/ agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to CMD, STC for appointment of Sole Arbitrator. The provision of Indian Arbitration & Conciliation act, 1996. (as amended from time to time) shall apply on both parties.

It is also a term of contract that fees payable to the Arbitrator, shall be paid equally by both the parties.

The venue of Arbitration proceedings shall be the office of STC, i.e. Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001.

16. Cost of Stamp Duty

The successful bidder shall bear the cost of Stamp Duty payable for execution of this Agreement and in engrossment thereof and indemnify STC against any claim arising out of payment of Stamp Duty

17. Jurisdiction

The Courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

STATE TRADING CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001.

TECHNICAL PROPOSAL
Letter of Proposal
(On Bidder's letter head)

To,

State Trading Corporation of India Limited(STC)
Jawahar Vyapar Bhawan1, Tolstoy Marg,
New Delhi – 110001

Dear Sir,

Subject: **SELECTION OF FINANCIAL ADVISOR FOR DEBT RESTRUCTURING WITH EXISTING LOANS AND TO RAISE ADDITIONAL WORKING CAPITAL LOAN FOR STATE TRADING CORPORATION OF INDIA LIMITED, NEW DELHI**

With reference to your TENDER Document [Ref:.....dated.....], I / we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Financial Advisor.

1. We agree to keep this offer valid for 120 (One Hundred Twenty) days from the last date of submitting the proposal specified in the TENDER.
2. We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference).
3. We agree and undertake to abide by all the terms and conditions of the TENDER Document. We submit this Proposal under and in accordance with the terms of the TENDER Document.

Yours faithfully,

[Signature of Authorized Signatory with Name & Designation]

Date:

Place:

List of Document Enclosed:

1. Annexure

STATE TRADING CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

Particulars of the Applicant

(To be submitted in firm's own letter head)

1. Name of the company :
2. Postal and Registered office Address :
3. Telephone :
4. Fax :
5. Email :
6. (a) Registration No. with Registrar of Co.* :
- (b) GST Registration Code No.* :
- (c) PAN No. * :
- (d) TIN No.* :
7. Nature of the organization company :
Incorporated / Proprietorship Firm /
Partnership Firm / Society
(Please enclose copy of the certificate)
8. No. of person employed :
(Organizational setup)
9. Date of start of business :
10. Total work experience in the field (in years) :

This is to certify that I/We before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.

I/We hereby declare that the information/facts provided is true, correct and to best of my/our knowledge and belief.

In case any information/facts found to be incorrect, misleading or factually wrong, STC is empowered to take any decision/action, as deemed fit.

Note: Please strike out Not Applicable (N/A) against the column which does not relate, while filling up the above column.

Date:
Place:
Agency

Signature of Bidder along with seal
Name of Bidder:
Name of the Firm /

Note: *Please attach attested copies of the above documents.

Declaration

(To be submitted in firm's own letter head)

To,

Deputy General Manager (Finance)
State Trading Corporation of India Limited
Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001

Subject: TENDER FOR SELECTION OF FINANCIAL ADVISOR FOR DEBT RESTRUCTURING WITH EXISTING LOANS AND TO RAISE ADDITIONAL WORKING CAPITAL LOAN FOR STATE TRADING CORPORATION OF INDIA LIMITED, NEW DELHI.

Dear Sir,

With respect to the tender enquiry, I / We hereby submit my / our tender in a required format. I / We have adhered to the requirements prescribed by STC, New Delhi. I / We have carefully gone through the guidelines / scope of work/ terms and conditions and prescribed format and I / We accept the same without any alternations / modifications.

Thanking you,

Yours faithfully,

(Signature and seal of bidder)

Date:

Place:

Address:

TENDER ACCEPTANCE LETTER
(To be submitted in firm's own letter head)

Date:

To,
Deputy General Manager
Finance Division,
STATE TRADING CORPORATION OF INDIA LIMITED
Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001

Sub: Acceptance of Terms & Conditions of Short Term Tender.

Ref. No. STC/CO/F&A/BKG/01202/2017 dated: 20.12.2017

Name of Short Term Tender / Work: **SELECTION OF FINANCIAL ADVISOR FOR DEBT RESTRUCTURING WITH EXISTING LOANS AND TO RAISE ADDITIONAL WORKING CAPITAL LOAN FOR STATE TRADING CORPORATION OF INDIA LIMITED, NEW DELHI.**

Dear Sir,

1. I / We have received the tender document(s) for the above mentioned 'Tender/Work' sent by you namely:

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date..

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING

(To be submitted in Firm's own letter head)

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document, scope of work, and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are our best offer..
3. I/We give the rights to the Competent Authority of STC to forfeit the EMD/invoke Bank Guarantee for performance security deposited by me/us, if any delay on my part or, fail to undertake contract/information provided by me is false.
4. I hereby undertake to undertake contract, as per directions given in the tender notice..

(Signature of the Bidder)

Place:

Name of the Signatory: _____

Date:

Name of the Firm/agency _____

Seal of the Firm/Agency _____

On Rs. 100/- Non-Judicial Stamp Paper duly Notarized

INDEMNITY BOND

This Indemnity Bond is executed on this _____ day of _____ 2017 at New Delhi.

I, Smt./Ms. _____ Authorized Director/ Authorized Signatory/Authorized Representative having authority to sign this Indemnity Bond on behalf of company vide resolution passed by Board of Directors in meeting held on _____ and extract thereof duly signed by the Company Secretary/ Managing Director/ Whole Time Director is attached herein as Annexure-I.

I above named, on behalf of M/s _____, hereby indemnify and kept it indemnified State Trading Corporation of India Limited (STC), Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001, which expression shall include and mean its successors, administrators and assigns against any claim including that of third party claim arising out of services rendered to STC up to the amount of total fee Payable to the “Financial Advisor”.

This also includes any payment already made by STC erroneously claimed second time and paid by STC in good faith on the basis of duplicate bill under the gauge of losing the original bill. The same shall be refunded within 10 days from the receipt of notice thereof and/or any third party claim for the period of execution of the agreement even after lapse of agreement.

In witness whereof, I _____ Authorized Representative hereinabove execute this Indemnity Bond in presence of witnesses stated below on day, month and year stated above.

Signature of authorized signatory

(with official seal)

WITNESSES

1. _____

(Signature)

Name: _____

Address: _____

2. _____

(Signature)

Name: _____

Address: _____

“NB: The Executor of this Indemnity Bond shall submit copy of authentic Identity Card and PAN No., which shall be attached with this indemnity Bond. These documents needs to be certified True Copy by the Notary Public.”

AGREEMENT

AN AGREEMENT is made this.....BETWEEN the State Trading Corporation of India Limited (STC), a company incorporated under the companies Act, 1956 and with its registered office at Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001, which expression shall include its successor, unless repugnant to or Excluded by the contract here of and assignees of and represented by its CMD, STC the first party (hereinafter called the Authority) and by its sole proprietor/partners, Managing Director, Authorized Person(which expression shall be including his/its successor's heirs, executors, representative and or assignees of the second party (hereinafter called the contractor).

WHEREAS the STC is desirous that certain tasks be performed by the “Financial Advisor” as per Scope of Work (Terms of Reference) as referred in the Short Term Tender [Ref. No. STC/CO/F&A/BKG/01202/2017 dated : 20.12.2017] for **SELECTION OF FINANCIAL ADVISOR FOR DEBT RESTRUCTURING WITH EXISTING LOANS AND TO RAISE ADDITIONAL WORKING CAPITAL LOAN FOR STATE TRADING CORPORATION OF INDIA LIMITED, NEW DELHI** and has accepted a proposal by the “Financial Advisor” as referred in the assignment.

NOW THIS AGREEMENT WITNESSETH as follows:

In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Proposal Document hereinafter referred to.

All the documents as per Scope of Work (Terms of Reference) as referred in the Short Term Tender [Ref. No. STC/CO/F&A/BKG/01202/2017 dated : 20.12.2017] shall be deemed to form and be read and construed as part of this Agreement,

Award letter issued by STC vide No. _____ dated _____ and all correspondence exchanged between STC and the Financial Advisor up to the date of issue of acceptance letter as specifically referred to in the said acceptance letter.

The following shall be deemed to form and be read and construed as part of this agreement relating to the said consultancy work, viz. (i) The tender submitted by the Financial Advisor (ii) Letter of Award dated _____ (iii) The conditions of Contract etc.

In consideration of the payment to be made by STC to the [“Name of Financial Advisor”] as hereinafter mentioned, the “Financial Advisor” hereby covenants with STC to execute and complete the works in conformity in all respects with the provisions of the contract.

STC hereby covenants to pay the “Financial Advisor” in consideration of the execution, completion, of the works the consultancy charges/fees at the times and in the manner prescribed in financial proposal.

WHEREAS both parties shall abide by the **Arbitration and Conciliation proceedings:**

- In case of any dispute, both the parties (i.e. STC and the Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the contract agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to CMD, STC for appointment of Sole Arbitrator . The provision of

Indian Arbitration & Conciliation act, 1996. (as amended from time to time) shall apply on both parties.

- It is also a term of contract that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties.
- The venue of Arbitration proceedings shall be the office of STC, i.e. Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001

THE SAME has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of acceptance Issued party No. 1 annexed here to as.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name:

Name:

On behalf of the Financial Advisor

On behalf of the Employer

In the presence of:

In the presence of:

Name:

Name:

Address:

Address:

FINANCIAL BID UNDERTAKING

(To be submitted in firm's own letter head)

From: (Full name and address of the Bidder) _____

To,

Deputy General Manager (Finance)

State Trading Corporation of India Limited,

Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001.

Dear Sir/Madam,

1. I submit the Price Bid for **“SELECTION OF FINANCIAL ADVISOR FOR DEBT RESTRUCTURING WITH EXISTING LOANS AND TO RAISE ADDITIONAL WORKING CAPITAL LOAN FOR STATE TRADING CORPORATION OF INDIA LIMITED, NEW DELHI** as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to provide the requisite services at the rates as indicated in the price Bid.

Authorized Signatory

(Signature of the

Authorized Person)

STATE TRADING CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

Jawahar Vyapar Bhawan1, Tolstoy Marg, New Delhi – 110001.

FINANCIAL BID

(To be submitted in firm's own letter head)

Short Term Tender Name: SELECTION OF FINANCIAL ADVISOR FOR DEBT RESTRUCTURING WITH EXISTING LOANS AND TO RAISE ADDITIONAL WORKING CAPITAL LOAN FOR STATE TRADING CORPORATION OF INDIA LIMITED, NEW DELHI.

| Particulars | Amount (in Rs.) |
|---|----------------------------|
| Lump sum fees of services rendered. (amount in figures) | |

Amount in Words: _____

Note: The above rates are exclusive of applicable Taxes.

I have read the Terms & Conditions for **SELECTION OF FINANCIAL ADVISOR FOR DEBT RESTRUCTURING WITH EXISTING LOANS AND TO RAISE ADDITIONAL WORKING CAPITAL LOAN FOR STATE TRADING CORPORATION OF INDIA LIMITED, NEW DELHI** as mentioned above and accepted the same. I have quoted above mentioned rates as per the scope of work mentioned in the tender document.

Place.....

Date.....

Signature.....

Name.....

Designation.....

Address.....

.....

Bank Guarantee for Performance Security

To

[State Trading Corporation of India Limited]

.....
.....
.....

In consideration of acting on behalf of the [State Trading Corporation of India Limited.....] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “ **Financial Advisor**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for Financial Advisory services and the “Financial Advisor” having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Financial Advisor do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Financial Advisor of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Financial Advisor of any of the terms or conditions contained in the said Agreement or by reason of the Financial Advisor’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Financial Advisor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Financial Advisor shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required

for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Financial Advisor and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Financial Advisor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Financial Advisor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Financial Advisor or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Financial Advisor or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Financial Advisor(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [..... (indicate the date falling two years from the date of award of work)].

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorized signatory)

Seal of the Bank:

NOTES:

- a) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- b) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure-IX

- A. List of documents to be uploaded under Technical Bid :
- a. Duly filled, signed and stamped Letter of Proposal on Bidder's Letter Head.
 - b. Duly filled, signed and stamped Annexure-I regarding Particulars of the Applicants as per TENDER.
 - c. Duly filled, signed and stamped Annexure-II regarding Declaration as per TENDER.
 - d. Duly filled, signed and stamped Annexure-III regarding Tender Acceptance Letter as per TENDER.
 - e. Duly filled, signed and stamped Annexure-IV regarding Undertaking as per TENDER.
 - f. Duly filled, signed and stamped Annexure-V regarding Indemnity Bond as per TENDER .
 - g. Scanned copy of receipt of EMD paid or Exemption Certificate as per TENDER.
 - h. Scanned copy of receipt of Tender Fee Paid or Exemption Certificate as per TENDER.
 - i. Copy of PAN, TIN and GST Registration.
 - j. Curriculum Vitae of Key Professional and their details as per Appendix I and Appendix II duly signed and stamped.
 - k. All pages of TENDER duly signed and stamped by Authorized Signatory as a mark of acceptance of Terms and Conditions.
 - l. Signed and stamped Copy of Annual Report for 2014-15, 2015-16 and 2016-17.
 - m. Experience Certificate as per TENDER duly signed and stamped by authorized representative.
 - n. Duly filled, signed and stamped Format-I and Format-II
- B. List of documents to be uploaded under Financial Bid :
- a. Duly filled, signed and stamped Annexure-VI regarding Financial Bid Undertaking as per TENDER.
 - b. Duly filled, signed and stamped Annexure-VII regarding Financial Bid as per TENDER.

APPENDIX-I

Particulars of Key Personnel

| Sr.No | Designation of Key Personnel | Name | Educational Qualification | Length of Professional Experience | Present Employment | | No. of Eligible Assignments |
|-------|------------------------------|------|---------------------------|-----------------------------------|--------------------|----------------|-----------------------------|
| | | | | | Name of Firm | Employed Since | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| 1. | Financial Expert | | | | | | |
| 2. | [Sector Expert] | | | | | | |
| 3. | Associate Consultant | | | | | | |
| 4. | Other Personnel, if any | | | | | | |

- Designation shown above is indicative. The company may show the actual designation of the personnel in the company.

Place.....

(Signature and name of the authorized signatory of the Applicant)

Curriculum Vitae (CV) of Professional Personnel

1. Name of Personnel & Designation:
2. Date of Birth:
3. Nationality:
4. Educational Qualifications:

| Sr.No. | Name of Institution | Educational Qualification |
|--------|---------------------|---------------------------|
| (1) | (3) | (4) |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

5. Employment Record:

| Sr.No. (Starting with present position, list in reverse order every employment held) | Name of Institution | Length of Professional Experience | Present Employment | |
|---|---------------------|-----------------------------------|--------------------|----------------|
| | | | Name of Firm | Employed Since |
| (1) | (3) | (5) | (6) | (7) |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

6. List of projects on which the Personnel has worked
Name of project Description of responsibilities

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional Personnel)

Certification:

1. The person is in full time employment with our company.
2. The above information is true to the best of my knowledge and belief.

Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel.
2. In the case of Financial Expert, only those assignments shall be included where the Financial Expert worked as the Team Leader or the leader of the Financial Team in the relevant assignment.

Format – I

(On the Letter Head of Practicing Chartered Accountant)

Audited Annual Turnover of Bidding Entity, only from Consulting Assignments

(Name of the bidder):

| Sl. No. | Financial Year | Consultancy Revenue / Turn Over, only on account of Professional Fee from Consultancy Business (Specify Currency and Amount) |
|----------------|-----------------------|---|
| 1 | 2014-15 | |
| 2 | 2015-16 | |
| 3 | 2016-17 | |
| Average | | |

Certificate from Practicing Chartered Accountant

This is to certify that (name of the Bidder) has audited average annual income of Rupees.....on account of Professional Fees from Consultancy & Financial Appraisal/ Advisory Services for the last three preceding financial years.

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership No.

Firm No.

FORMAT – II

FORMAT FOR ASCERTAINING THE QUALIFYING CRITERIA (QC) OF CONSULTANT¹

(Name of the Bidder):

| Sr.No. | Name of Client | Name of Job/ Contract | Nature of the Job/Contract (<i>Financial Appraisal or Advisory/Debt Restructuring/Debt Syndication</i>) | Brief scope of the Job/Contract (<i>Bidder can Provide details in annexure, if required</i>) | Date of award of the Job/Contract | Date of completion ² of the Job/Contract | Estimated Value of Job/Contract (<i>Specify currency & amount</i>) | Consultancy Revenue Received against the Job/Contract (<i>Specify currency & amount</i>) | Value of Project (as per the certificate from client issued the order) (<i>Specify currency & amount</i>) |
|------------|----------------|-----------------------|--|---|-----------------------------------|---|---|---|---|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Note:

1. Bidder (Applicant) should provide details of only those Consultancy Job that have been undertaken by it under its own name.
2. Work should be fully completed as per the original scope of work awarded. Partly completed work should not be considered. Bidders are required to submit the completion certificate in support of date of completion.
3. Please provide details towards meeting the Qualification Criteria (QC).

[Signature of Authorized Signatory of the Bidder along with Name & Designation]

[Signature of Authorized Signatory of Audit Firm/ Practicing Chartered Accountant]
[Name & Stamp of Chartered Accountant & Firm]