



EOI No. STC/FERTILIZERS/EOS/2017-18/01

Dated 01.08.2017



THE STATE TRADING CORPORATION OF INDIA LTD

(A Govt. of India Enterprise)

JAWAHAR VYAPAR BHAWAN, TOLSTOY MARG, NEW DELHI – 110 001
FERTILIZERS DIVISION

INVITES

EXPRESSION OF INTEREST

For Empanelment of Associate Suppliers for supply of Fertilizers (except Urea on a/c of DOF), to various Indian buyers through STC

Website: www.stclimited.co.in

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ABOUT US

THE STATE TRADING CORPORATION OF INDIA LIMITED (STC), incorporated under the Companies Act, 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001 is a Government of India Enterprise under the administrative control of Ministry of Commerce & Industry, Department of Commerce. STC is a premier international trading organisation of India with experience of handling international and domestic business for over five decades and has been handling import and export of various kinds of products and commodities including various types of Fertilizers.

STC, in its capacity as one of the nominated agencies appointed by Government of India, has imported around 6.2 million Tons of Urea during last five years on behalf of Department of Fertilizers, Government of India.

STC has a strong nation-wide presence with offices covering all the major port towns in India with deployment of highly skilled and experienced manpower across the country to provide quick and quality services to its clientele.

For supply of various fertilizers/items (excluding import of Urea- fertilizer grade, on behalf of Department of Fertilizers, Government of India) to various Indian companies (hereinafter called as Customer), STC hereby invites Expression of Interest (EOI) from prospective Associate Manufacturers/Suppliers (hereinafter called as Supplier) as per following:

1. **Details of fertilizers/items for which EOI is invited:**

- (i) DAP (as per FCO)
- (ii) MOP (as per FCO)
- (iii) MAP (as per FCO)
- (iv) VARIOUS GRADES OF NPKS-COMPLEX FERTILIZERS
- (v) UREA (Fertilizer grade as per FCO as well as Technical Grade for industrial use)
- (vi) TSP (as per FCO)
- (vii) ZINC SULPHATE (as per FCO)
- (viii) SSP (as per FCO)
- (ix) ROCK PHOSPHATE
- (x) AMMONIA
- (xi) AMMONIUM NITRATE
- (xii) AMMONIUM SULPHATE
- (xiii) PHOSPHORIC ACID
- (xiv) SULPHUR

2. Scope of work:

- (i) The Supplier shall accept all the terms and conditions of the Tender floated by various Customers and in case of order shall, on a back to back basis, deliver the said products and commodities to the Customers in the manner required. The Supplier shall furnish Interest free EMD/Bid bond and Performance Bank Guarantees (PBG)/Performance bond, as required, to STC.
- (ii) STC would quote the rates to Customers on the basis of rates offered by the Supplier to STC after adding a nominal Trading Margin of STC. The amount of trading margin would be decided by STC at their sole discretion and the same shall not be contested by the supplier. The sale to Customer would be on High Sea Sale Basis. The basic terms of order received by STC from Customer shall mutatis mutandis apply in the back-to-back contract to be finalized between STC and the Supplier.
- (iii) It is to be expressly understood and agreed by the prospective Supplier that STC shall be making the purchases on behalf of its Customers. In case any deductions are made from the bills of STC by its Customers on account of deviations in the specifications or due to short-landing at discharge port vis-à-vis Bill of Lading Quantity, the amount will be reimbursed by the Supplier. Despatch/demurrage in case of load port for FOB shipments and discharge port in case of CFRFO shipments as settled by the STC, NEW DELHI shall be binding on the Supplier.

3. Pre-qualification criteria for selection of prospective Supplier(s):

- (i) The prospective Supplier should have the experience of supply of minimum total quantity of 1.0 lakh MT of any one or combination of two or more types of imported fertilizer(s)/items (as per Sr. No. 1 above), during the last three financial years, directly or through PSUs to any company in India and/or outside India. The supplier shall furnish purchase orders or performance certificates in support of this.
- (ii) The prospective Supplier shall submit Bank Certificate to show credit worthiness of the supplier for up to Rs.750 million (Indian Rupees Seven Hundred Fifty Millions) or equivalent foreign currency.
- (iii) The prospective Supplier shall submit a satisfactory Credit Rating Report from any of the following International Credit Rating agencies for direct submission to STC by the concerned agency in a sealed cover :

- Dun & Bradstreet
- Moody's
- Standard & Poor

The report shall not be more than six months old in case of new Supplier. In respect of supplier(s) who have supplied Urea under Government account to India, the report shall not be older than one year from the date of the bid submission. Credit Rating has to be minimum satisfactory or equivalent.

- (iv) The prospective supplier should not have been blacklisted/ banned for participation in Tender by Government of India or by any Government Undertaking for supply of fertilizers or otherwise in India. The supplier shall have to submit an UNDERTAKING to this effect at the time of application for pre-qualification as well as each time while participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.

Note: Following suppliers are exempted from submission of documents mentioned at serial no 3(ii):-

(a) **Producers/manufacturers-** whose names are appearing in the IFA Publication, applying directly (on their company letter head).

(b) **STC's Accredited suppliers as mentioned below:**

S.NO.	NAME OF SUPPLIERS
1	M/S TRAMMO AG, SWITZERLAND
2	M/S KEYTRADE AG, SWITZERLAND
3	M/S AMEROPA AG, SWITZERLAND
4	M/S TOEPFER INTERNATIONAL-ASIA PTE LTD., SINGAPORE
5	M/S GAVILON FERTILIZER, LLC, USA
6	M/S SWISS SINGAPORE OVERSEAS ENTERPRISES PTE LTD., DUBAI / SINGAPORE
7	M/S DREYMOOR FERTILIZERS OVERSEAS PTE LTD., SINGAPORE
8	M/S RARE EARTH COMMODITIES DMCC, DUBAI
9	M/S AMBER FERTILIZERS LTD., HONGKONG
10	M/S BARY CHEMICALS PTE LTD., SINGAPORE
11	M/S TRANSGLOBE DMCC, DUBAI
12	M/S QUANTUM FERTILIZERS LTD., HONGKONG
13	M/S KISAN INTERNATIONAL TRADING FZE, DUBAI
14	M/S MPMC TRANSNATIONAL PTE LTD., SINGAPORE
15	M/S AGORA INTERNATIONAL TRADING PTE LTD., SINGAPORE
16	M/S FERTISUL INTERNATIONAL LTD., HONG KONG
17	M/S LIVEN AGRICHEM PTE. LTD., SINGAPORE
18	M/S AGRI COMMODITIES AND FINANCE FZE, DUBAI
19	M/S QATAR CHEMICAL AND PETROCHEMICAL MARKETING AND DISTRIBUTION COMPANY (MUNTAJAT), DOHA, QATAR
20	M/S EMIRATES TRADING AGENCY L.L.C., DUBAI, UAE
21	M/S GLOBAL TRANSNATIONAL TRADING FZE, DUBAI, UAE
22	M/S ARIES FERTILIZERS GROUP PTE. LTD., SINGAPORE
23	M/S AMEROPA ASIA PTE. LTD., SINGAPORE
24.	M/S VALENCY INTERNATIONAL TRADING PTE. LTD., SINGAPORE
25.	M/S DRAGON ASIA FERTILIZER, HONG KONG
26.	M/S FERT TRADE DMCC, DUBAI
27.	M/S CONTINENTAL TRADERS PTE LTD, SINGAPORE
28.	M/S EMMSONS GULF DMCC, DUBAI
29.	M/S COMZEST TRADING FZC, UAE
30.	M/S KOCH FERTILIZERS ASIA PVT LTD, SINGAPORE
31.	M/S TRANSAGRI DMCC, UAE
32.	M/S CHS, SWITZERLAND
33.	M/S MIDGULF INTERNATIONAL LTD., CYPRUS

4. Submission of Expression of interest:

- (i) Prospective Supplier may download Expression of Interest document from STC's website i.e. www.stclimited.co.in and GOI's website www.eprocure.gov.in and can also obtain a copy of same from Shri KL Malhotra, Chief Manager (Marketing), Tel No. 0-11- 23462402, STC's Office, 6th Floor, Fertilizers Division, Jawahar Vyapar Bhavan, New Delhi – 110001 during office hours on any working day till one day prior to the closing of Expression of Interest and shall submit Expression of Interest documents in original downloaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected.
- (ii) The Expression of interest must contain the name, designation and place of Business of the person with Phone and Fax Nos. of persons making the expression of interest and must be signed and sealed by the Prospective Supplier with his usual signature.
- (iii) The President, Secretary/ Director or any other person or persons authorized to bind the corporation/company in the matter must sign expression of interests by corporations/companies with the legal name of the Corporations/ Companies.
- (iv) The supplier should submit their supporting documents such as Certificate of Incorporation, Memorandum of Association and Article of Association, Company Brochure, Balance sheets of last three years, details of installed capacity & brief manufacturing process (wherever applicable), ISO or other accreditation certificates (if any), Registration certificates with various tax authorities or Government Departments, etc.
- (v) Each page has to be numbered consecutively and signed, which will become the part of the Contract.
- (vi) No press advertisement shall be issued for the updation/Corrigendum/Addendum. Prospective bidders are therefore advised to regularly visit websites i.e. www.stclimited.co.in and www.eprocure.gov.in to update themselves.

5. Place for submission of Expression of Interest:

The Expression of Interest should be addressed to Shri K.L. Malhotra, Chief Manager (Marketing), 6th Floor, Jawahar Vyapar Bhavan, 1 Tolstoy Marg, New Delhi – 110001 and is to be submitted along with duly filled & signed in enclosed Annexures & requisite enclosures in a cover/envelope and should reach STC before the due date and time i.e. **1700 Hrs. on 31.08.2017**. This cover/envelope should also be super-scribed with the EOI No. and Date, Item, Description and the date of EOI Opening. EOI sent by Speed Post/ Registered Post/International reputed Courier should reach STC before the due date and time positively. STC will not be responsible for any postal delays. STC will NOT accept facsimile, internet or email responses. Any EOI received by STC after the due date & time is likely to be rejected.

6. General Terms & Conditions:

- (i) STC reserves the right to accept or reject any offer of Expression of Interest without assigning any reasons whatsoever.

- (ii) STC may seek offer from one or more Suppliers from amongst the panel in case of demand by Customer (s) for above mentioned fertilizer (s) and shall be on the sole discretion of STC.
- (iii) The Supplier, whose quotation/offer is accepted by STC for quoting further against tenders of its customers, shall not submit any other offer directly / indirectly or through any other PSU in the same Tender.
- (iv) Final selection of Supplier from amongst the panel for participating in any tender will be done at the discretion of STC and the decision of STC shall be final and binding on all the empanelled parties.
- (v) Selection in the panel at no point of time guarantees any award of work by STC through the empanelment and the Supplier who fails to get the opportunity shall not have any right to claim any damages whatsoever against STC.
- (vi) The Supplier may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The chosen Supplier from the panel will have to enter into contracts as devised by STC to fully protect STC's overall interests and also the interests of the prospective customers.
- (vii) The prospective Suppliers can also be asked to furnish additional information /confirmation in connection with verification of the documents submitted by the supplier, if deemed necessary.
- (viii) **The validity of Empanelment shall be initially for a period of Two years from the date of acceptance by STC, which may be renewed further for a period of One year, at the sole discretion of STC.**
However, STC reserves the right to add/delete any Associate Manufacturer/Producer/Supplier in the list of empanelled Associates at its sole discretion.
- (ix) The selected Supplier shall ensure compliance of all the Government regulations/ Laws /conventions / policies /guidelines /orders etc. in force related to any or all of the activities covered in the imports.
- (x) All details and terms and conditions of this document shall have to be considered by the prospective Supplier in totality and the expression of interest containing incomplete documents & not complying with the above conditions are liable to be rejected.
- (xi) Initially the Supplier shall be empanelled provisionally. However, for final empanelment, each Supplier has to give a declaration that the manufacturer/supplier and/or any of its Members of Board of Directors and/or its promoters do not have any crossholding/ shareholding directly and/or indirectly in any manner whatsoever in the other Supplier being empanelled by STC.
- (xii) **Applications along-with all the requisite documents can be submitted upto 1700 Hrs. on 31.08.2017. STC shall process the applications as and when received.**

7. Other Terms and conditions:

- (i) No legal relations are intended to come into effect through this Expression of Interest;
- (ii) STC reserves the right not to accept the lowest or any bids;
- (iii) STC reserves the right to:
 - a. Issue written amendments to this EOI, including varying the specified requirements;
 - b. Suspend or cancel this empanelment process, in whole or in part, at any stage prior to completion of contract negotiations, without incurring any liability;
 - c. Accept or decline any or all responses;
 - d. Not to give any reason for any rejection of any respondent or response, or for any suspension or cancellation of this empanelment process;
 - e. Select or shortlist of any number of responses on any basis and enter into negotiations with any shortlisted applicants;
 - f. Alter any date or time in the process;
- (iv) All disputes shall be subject to the exclusive jurisdiction of Courts at Delhi only.
- (v) Any dispute with respect to this Expression of Interest only shall be discussed mutually between the Authorized Personnel from the Supplier's Company and the competent authority of the STC, upon which the decision taken by the STC shall be final. All efforts should be endeavored to achieve the best possible settlement and be completed within 7 days from the date of notice of such dispute/grievance brought into the knowledge of the party in writing.
- (vi) **Laws and Jurisdiction**
This Expression of Interest will be governed by the laws and procedures established by the Government of India, within the framework of applicable legislation and enactment made from time to time. All the legal disputes between Parties shall be adjudicated/resolved or be filed before the courts/tribunals/forums situated in Delhi which shall have the exclusive jurisdiction, to such disputes.
- (vii) **Sub-Contracting:**
No Sub-contracting by the applicant shall be accepted. Any sub-contracting shall be treated as breach of the terms and conditions of this agreement, as the consequence of which the security deposit, if any, shall be forfeited in addition to right of termination of the contractual relations with such applicant at the sole discretion of STC.
- (viii) **Indemnity:**
The applicant will indemnify STC of all legal/other obligations of its professionals/employees deployed for STC work.
STC also stand absolved of any liability on account of fraud or breach of trust caused by the applicant employees deployed for the performance of work and also for any damages or compensation due to any dispute between the Firm/company and its employees.

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

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

8. Ownership of EOI Documents and information therein:

All Expression of Interest documents) will become the property of STC upon submission. Where the prospective Supplier believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect Supplier's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable STC will give effect to the prospective Supplier stated wishes, and requests for access to such information will be determined under the RTI Act.

9. No Contractual Obligation:

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

10. Short-listing of associate Manufacturers/ Suppliers:

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

11. Disclaimer:

The issue of this document does not in any way commit or otherwise obliges STC to proceed with all or any part of an EOI process. The EOI Request is not the subject of any process contract or any contractual obligations between STC and prospective Supplier. STC may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective suppliers.

ANNEXURE-I

EMPANELMENT FORMAT (TO BE FILLED UP) BY PROSPECTIVE ASSOCIATE SUPPLIERS

PARTICULAR DETAILS

1. NAME OF FERTILIZERS/ITEMS for which empanelment is requested	Please mark (√) on the items of interest from the followings : (i) DAP (as per FCO) (ii) MOP (as per FCO) (iii) MAP (as per FCO) (iv) VARIOUS GRADES OF NPKS-COMPLEX FERTILIZERS (v) UREA (Fertilizer grade as per FCO as well as Technical Grade for industrial use) (vi) TSP (as per FCO) (vii) ZINC SULPHATE (as per FCO) (viii) SSP (as per FCO) (ix) ROCK PHOSPHATE (x) AMMONIA (xi) AMMONIUM NITRATE (xii) AMMONIUM SULPHATE (xiii) PHOSPHORIC ACID (xiv) SULPHUR			
1.(a) Specifications of fertilizers/items	<i>Please attach separate sheet for each fertilizer/ item</i>			
1.(b) Quantity supplied (Documentary Proofs to be attached)	IN INDIA		OUTSIDE INDIA	
	Fertilizer/ Item name	Quantity supplied in MT	Fertilizer/ Item name	Quantity supplied in MT
In the year 2014-15				
In the year 2015-16				

In the year 2016-17				
2. (a) Name and address of Supplier Year of Establishment				
(b) Please specify whether you are: Manufacturer or Trader				
(c) Name of contact person(s)				
(d) Telephone No(s).				
(e) Fax No(s)				
(f) E-mail id(s)				
3. Attach supporting documents such as:				
(i) Supporting documents of supplier such as Certificate of Incorporation, Memorandum of Association, Article of Association, Company Brochure, Balance sheets of last three years, ISO or other accreditation certificates (if any), Registration certificates with various tax authorities or Government Departments, etc.	Attached	Not attached		
(ii) Bank Reference Certificate	Attached	Not attached		
(iii) Credit rating agency report	Attached	Not attached		
(iv) Copies of Purchase orders/Performance certificates in support Sr. No 1. (b) above	Attached	Not attached		
(v) Acceptance of All terms and conditions specified in EOI.	Accepted	Not accepted		
(vi) In case of trader/supplier, attach original authorisation/support letter from manufacturer/Principals specific to this EOI.	Attached	Not attached		
4. Has the company been black listed / banned by any Government Undertaking from participating in any tenders for supply of fertilizers	Yes	No		
5. Whether blacklisted / banned on the date of application	Yes	No		
6. Details of clients to whom supplies during the last three years both in terms of volume and value have been completed. Certificates from above clients may also be attached.				

###Please use extra sheet, if more space is required.



Certified that the above information is true and we confirm that all information given in the Expression of Interest are correct and if at any point of time the information is found to be incorrect our EOI will be liable for rejection by STC.

Dated:

Signatures:

Name & Designation

Place Company Seal



(ON COMPANY'S LETTER HEAD)

ANNEXURE II

To,
The State Trading Corporation of India Limited,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We, _____ (**Name of the Organisation**), hereby confirm and acknowledge that we have not been blacklisted/banned for participation in Tender by Government of India or by any Government Undertaking in India for supply of fertilizers or otherwise and also confirm that selection in the panel at no point of time guarantees any award of work by STC through the empanelment and if we fail to get the opportunity shall not have any right to claim any damages whatsoever against STC.

Thanking You

Yours faithfully

Name and Signature of the Authorized Person