

**THE STATE TRADING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)
NO. 301 TO 314, 3RD FLOOR, TRADE WORLD, 'C' WING,
KAMALA MILL, SENAPATI BAPAT MARG,
LOWER PAREL (WEST), MUMBAI – 400 013
Ph:- (022) 24926245, Fax No. (022) 24902411/24955264
Website: www.stc.gov.in, E-mail: mumbai@stc.gov.in**

**EXPRESSION OF INTEREST (EOI)
NO. STC/MUM/CA/EOI/2016-17/01 Dated 05.09.2016**

**NOTICE FOR EMPANELMENT OF COMMISSION AGENT (ARHATIYA)
FOR PROCUREMENT OF VARIOUS AGRO-COMMODITIES
AT APMC OF AMRAVATI, HINGANGHAT & NAGPUR REGION**

1. ABOUT US

THE STATE TRADING CORPORATION OF INDIA LIMITED (STC), incorporated under the Companies Act, 1956 having its Registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110 001 and Branch office at No. 301 to 314, 3rd Floor, Trade World, 'C' Wing, Kamala Mill, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013, is a Government of India Enterprise under the administrative control of Ministry of Commerce & Industry, Government of India. STC is a premier international trading organization of India with experience of handling international and domestic trading business of various kinds of products and commodities for over five decades.

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. During the year 2015-16, STC has achieved approx. turnover of Rs. 10,500 Crore. STC has been supplying various commodities in domestic/international market for past many years to Government of India and various State Government Departments & Central/State Government Undertakings and private organizations for their own consumption.

STC, hereby, intends to draw up a panel of Commission Agents (Arhatiya) for procurement of various Agro-commodities from the APMC's of Amravati, Hinganghat & Nagpur Region.

2. SCOPE OF WORK:

- i. Interested applicants have to procure agro-commodities from mandies based on the price limit, quantity, and other specification provided by STC.
- ii. At the time of procurement, applicants have to bagged the cargo in gunny bag as per requirements of STC within the prescribed per bag price limit.
- iii. Applicants have to arrange labour from their own sources for procurement and loading of cargo on truck. Further, hamali in respect of labour will billed to STC in the purchase invoice.
- iv. Procured cargo should be complied with the detailed specifications provided by the STC. In case of any discrepancies with respect to quality and quantity, STC will reject that cargo and will not accept the same. Further, any cost incurred in respect of rejected cargo, STC shall not be liable for any payment/compensation. Hence, the commission agent will bear all the cost & loss due to rejection if any.
- v. Transportation for the procured cargo shall be arranged by the Commission Agent from Mandi to the STC nominated Warehouse/Godown and the expenses incurred for the same shall be billed to STC at the time of raising of final invoice.
- vi. The quality and quantity of the procured cargo will be finalized at the time of delivery to STC nominated warehouse after certified by the STC's Independent Surveyor.
- vii. After the satisfactory delivery of the procured cargo, the commission agent will have to provide all the necessary documents pertaining to procurement, bagging, hamali, transportation etc. To STC.
- viii. Payment will be released within 5 to7 working days after the delivery of procured cargo at STC nominated godown/warehouse subsequently receiving of the invoices raised by commission agent for the same.

3. PRE-QUALIFICATION CRITERIA FOR SELECTION OF COMMISSION AGENT (ARHATIYA):

- i. Interested agencies should have a minimum experience of 03 (three) years of surveying/inspection of various Agro-commodities and is required to produce the documentary evidence for the same.
- ii. Applicants should have a valid PAN No., TIN No., CST No., Service Tax No. and other regulatory licenses and/or permissions issued by Competent Authority(s) and enclose self-attested copies of the same with the EOI and also produce original of all those documents whenever required by STC.

- iii. Applicants to submit copies of Income Tax Return filed and Audited P&L Accounts & Balance Sheets of the company for the last three financial years duly attested/certified by a Chartered Accountant.
- iv. Applicants to submit latest Credit Rating Report of their company issued by Dun & Bradstreet (D&B). The Credit Rating Report should not be more than 6 month old as on date of EOI publishing. In case such report is not available with Manufacturer/Supplier, Demand Draft of Rs. 5,500/ in favour of The State Trading Corporation of India Limited payable at Mumbai to be submitted by prospective Manufacturer/Supplier for obtaining said report by STC.
- v. Applicants shall also submit a self-certificate/undertaking on their company's letterhead issued by the owner/proprietor of the company certifying that company or its sister concern or any unit/partnership firms have not been debarred/blacklisted for doing business by Central & State Government Department/Undertakings/ Purchase Organizations or STC in the past and also as on date. The supplier shall have to submit an UNDERTAKING to this effect at the time of application for prequalification under this EOI as well as while participating in the subsequent Tenders of prospective Purchase Organizations. In case of submission of false declaration (found at any stage), such supplier shall be disqualified forthwith.
- vi. Applicants to submit complete set of Expression of Interest (EOI) document along with Annexures duly signed and stamped at each page as a token of acceptance of all terms and conditions of EOI.
- vii. STC reserves the right to accept or reject any/all applications and cancel the EOI process at any time, without assigning any reasons thereof.

4. INTEGRITY PACT:

- i. Interested suppliers will have to sign the Integrity Pact Agreement with STC and will be assumed that all prospective applicants have gone through the Integrity pact and have no objections whatsoever in signing the contract.
- ii. A copy of the IP is enclosed at Annexure- II, which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link <http://www.stc.gov.in/corporatecommitments/Integrity-pact.aspx>.
- iii. All the applicants and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.

5. SUBMISSION OF EXPRESSION OF INTEREST:

- i. The EOI must be submitted in the prescribed format as per Annexure-I along with all the required documents (mentioned at Clause No. 3 and Annexure-I of EOI) in a sealed envelope super-subscribing Name & Address of the Applicant, EOI No. and

due date of opening. The Envelopes are to be addressed to Deputy General Manager (Marketing) and should be submitted by Hand or By courier and dropped to Tender box kept at the Reception of STC, Mumbai office. **Applications received by Fax or E-mail will not be entertained.**

- ii. Complete set of EOI documents duly signed & stamped by the authorized signatory of the company must be submitted along with EOI.
- iii. The person signing the EOI must be authorized by the owner(s) in case of proprietorship/partnership firm and Board of Directors in case of private and public limited Company(s). In this regard, Authorization letter (in case of proprietorship/partnership firm) and Board Resolution (in case of private and public limited Company) in favour of person signing the EOI, duly signed & stamped by the owner/board of director(s) of the company, must be submitted along with EOI.
- iv. No press advertisement shall be issued for the Updation/ Corrigendum/ Addendum. Prospective bidders are therefore advised to regularly visit www.stc.gov.in, www.tenders.gov.in, www.eprocure.gov.in to update themselves.

6. LAST DATE/TIME FOR SUBMISSION OF EXPRESSION OF INTEREST:

The last date and time for submission of the Expression of Interest is 01 (one) month from the date of issuance. Any EOI received after the due date and time would be treated as not received.

7. GENERAL TERMS & CONDITIONS:

- i. Final selection of Commission Agent (Arhatiya), from the EOI received will be done at the discretion of STC and the decision of STC shall be final and binding on all the participating parties.
- ii. Details submitted by the parties shall be examined in line with criteria mentioned at Clause No. 3. All the terms and conditions shall be considered in totality and applications received without documents complying with the above conditions shall be summarily rejected.
- iii. STC reserves the right to accept or reject any offer of Expression of Interest without assigning any reasons what so ever.
- iv. Applicants can also be asked to furnish additional information/confirmation in connection with verification of the documents submitted by them, if deemed necessary.
- v. STC do not guarantee any confirmed business to the applicants against this EOI.

- vi. If at any stage it is found that the documents submitted by the applicant or their claims are false, then the offer of the EOI will be rejected and/ or the agreement/contract will be terminated.

8. OWNERSHIP OF EOI DOCUMENTS

Ownership of EOI documents and information therein (all Expression of Interest documents) will become the property of STC upon submission. Where the interested suppliers/applicants believe that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect their 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 interested suppliers 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 agency 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 applicants 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 COMMISSION AGENT (ARHATIYA):

Applicants who qualify as Associate Commission Agent (Arhatiya) to STC would be individually notified after the evaluation process is complete. The validity of Associateship agreement (on the basis of EOI's received) shall be initially for a period 02 (two) years from the date of acceptance by STC, which may be renewed on the basis of performance of the party, at the sole discretion of STC.

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 Associate. 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

*(APPLICATION FORM TO BE FILLED UP BY APPLICANT ON COMPANY'S
LETTERHEAD)*

To:

The Deputy General Manager,
The State Trading Corporation of India Limited,
No. 301 to 314, 3rd Floor, Trade World,
'C' Wing, Kamala Mill,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai – 400 013

Dear Sir,

With reference to your Expression of Interest (EOI) No. STC/MUM/EOI/CA/2016-17 dated 18.07.2016 inviting applications for empanelment of Commission Agent (Arhatiya) for procurement of various Agro-Commodities at APMC of Amravati, Hinganghat and Nagpur region, we hereby submit our application for your consideration as under:-

1	NAME OF THE APPLICANT (Commission Agent)	
	COMPLETE ADDRESS FOR CORRESPONDENCE	
	PLACE OF REGISTRATION	
	PRINCIPAL PLACE OF BUSINESS	
	YEAR OF ESTABLISHMENT	
	NAME OF CONTACT PERSON(S)	
	PHONE NO(S).	
	MOBILE NO(S)	

	FAX NO(S)				
	E-MAIL ADDRESS(S)				
	WHETHER APPLICANT IS MSE (GEN/SC/ST) (Attach supporting document)				
2	NAME OF ITEM(S) (for which empanelment is requested)				
3	Annual Supplying Capacity of the firm				
4	QUANTITY SUPPLIED for each item (Documentary Proof to be attached)	IN INDIA (Domestic)		OUTSIDE INDIA (Exports)	
		Quantity supplied	Value (Rs. in Crore)	Quantity supplied	Value (Rs. in Crore)
		In the year 2012-13			
		In the year 2013-14			
		In the year 2014-15			
	In the year 2015-16 (Provisional if not finalized)				
5	Details of clients to whom supplies during the last three years both in terms of volume and value have been completed. (**)				
6	Copies of Purchase orders/ Performance Certificates in support Clause No. 4 above	Attached		Not attached	
7	Copies of PAN Card/ TIN/ CST Registration No., other regulatory licenses/permissions etc.	Attached		Not attached	
8	Copies of Income Tax Returns for last three financial years.	Attached		Not attached	
9	Audited P&L Accounts & Balance Sheets for last three financial years duly attested by Chartered Accountant.	Attached		Not attached	

10	Solvency Certificate issued by Bank.	Attached	Not attached
11	Any document supporting tie up with Actual Manufacturer for undertaking supply (in case of suppliers).	Attached	Not attached
12	Latest D&B Credit rating report.	Attached	Not attached
13	Demand Draft of Rs. 5,500/- for obtaining D&B Report, if latest D&B Credit rating report not available.	Attached	Not attached
14	Copies of Certificate of Registration, Article of Association, Memorandum of Association/ Partnership deed of the Firm.	Attached	Not attached
15	Registration certificates with various Tax Authorities or Government Departments, Manufacturing License, etc. (If any)	Attached	Not attached
16	Had the applicant company been Black listed/ banned by any Government Undertaking/ Department from participating in any tenders/EOI in the past.	Yes	No
17	Undertaking on Non-Judicial Stamp Paper of Rs. 100/- (Rupees Hundred) to the effect the proprietorship/ partnership Firm and Company is not debarred/ black listed by any Government Department/ undertaking as on date and breach of such undertaking is liable for penal actions.	Attached	Not attached
18	Duly signed & stamped EOI document as a token of acceptance of all terms and conditions.	Accepted	Not accepted
19	Accreditation certificates (if any)	Attached	Not attached
20	Any other supporting document such as Company Brochure, etc.	Attached	Not attached

21	Banking details of Manufacturer/Supplier viz. Name of Bank, Branch address, A/c No., Type of Account, SWIFT Code, IFS Code No., MICR Code, Name of Contact Officer of the Bank along with Designation and contact details.
22	Any other document, as asked for in the EOI.

(**)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.

Date:
Place:

Signatures:
Name & Designation:
Company Seal

INTEGRITY PACT
Between

The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its Registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001 and Branch office at Trade World Centre, “C” Wing, 3rd Floor, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013.

Herein after referred to as “STC”,

And

....., a company registered under and having its registered office at hereinafter referred to as “**The Bidder**”.

Preamble

STC is an international trading company dealing in purchase, sale, export and import of various commodities.

STC has invited tenders for purchase of and intends to award contract/s for purchase of the same under laid down organizational procedures, STC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders.

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

Section 1 – Commitments of STC

- (1) STC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b. STC will, during the tender process treat all bidder(s) with equity and reason. STC will in particular, before and during the tender process, provide to all

bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

Section 2 – Commitments of the Bidder.

(1) The Bidder commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder will not, directly or through any other person or firm, offer, promise or give to any of STC's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder will not commit any offence under the relevant IPC/PC Act. Further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by STC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.

e. The Bidder will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future tenders/contracts

If the Bidder/Contractor, before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, STC shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

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

Section 4 - Compensation for Damages and Forfeiture of EMD

- (1) If STC disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, STC shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.
- (2) If STC terminates the contract according to Section 3, or if STC is entitled to terminate the contract according to Section 3, STC shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

- (1) The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

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

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

If STC obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if STC has substantive suspicion in this regard, STC will inform the same to its Chief Vigilance Officer.

Section 8 – Independent External Monitor /Monitors

- (1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.
- (3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.
- (4) STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.
- (8) The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded.

If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, STC.

Section 10 – Other provisions

- (1) This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.
- (2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of STC)

**(For & on behalf of
The Bidder/Contractor)**

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1: Name & Address

Witness 2: Name & Address