



**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
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**EXPRESSION OF INTEREST (EOI)
NO. STC/MUM/EOI/CHA/2018-19/02 Dated 10/07/2018**

**INVITATION FOR EMPANELMENT OF
MULTI MODE TRANSPORT OPERATOR-CUM-CHA
FOR SUPPLY OF COAL & COKE**

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 2017-18, STC has achieved an approx. turnover of Rs.10,865 Crore. STC has been supplying coal from domestic and 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.

2. OBJECTIVE:

STC Mumbai intends to build a base of Multi Mode Transport Operator-cum-CHA for undertaking job of handling, clearing, stuffing, transportation, stevedoring and loading of Coal or Coke on vessel from different Ports in India to Buyer's Stock Yard/Factory premises.

3. SCOPE OF WORK:

- i. The Agency shall accept all the terms and conditions of the Buyer who would place purchase order on STC. The supply would be on a back-to-back basis and the required grade of commodity has to be delivered to the Customers in the manner specified and at the nominated end-destinations. The Agency shall furnish Interest free EMD / Bid bond and Cash Margin / Performance Bank Guarantee (PBG) / Performance bond (to the extent of 10-20% of the total order value or as per the terms of the purchase organization) to STC.
- ii. Scope of work includes but not limited to supply of Coal & Coke, Custom clearance, handling at Indian port, transport up to Buyer's stock yard including stevedoring, handling, storage, port clearances etc. All other activities/ancillary services and related necessary actions for clearing and forwarding of the consignments like customs clearance, coordination with Port, Railways and any/all statutory authorities shall also be part of scope of work for the Agency.
- iii. The Agency's scope also includes but not limited to transportation of Coke & Coal from Supplier's stock yard to dispatch railway siding and loading of the same into railway wagons. All work related to loading and unloading of said commodity, liaising with railway, demurrage charges, clearances and documentation like requisition of rakes etc. at dispatch Railway siding shall be in Agency's scope. Agency shall ensure timely & uninterrupted supply of commodity as instructed by the end customer.
- iv. STC would quote the rates to its Customers / Purchase Organizations on the basis of rates offered by the Agency to STC after adding STC's Trading Margin. The amount of trading margin would be decided by STC at its sole discretion and the same shall not be contested by the Agency. The basic terms of order received by STC from the Customer shall mutatis-mutandis apply in the back-to-back contract to be finalized between STC and the Agency. Payment to the Agency shall be released only against supply of goods and upon receipt of payment by STC from the Customer or respective Buyer.
- v. It is to be expressly understood that in case any deductions are made from the bills of STC by its Customers on account of delayed delivery or due to short-landing/shortages at the unloading/delivery point/destination, the amount will be deducted from the payments of Agency.
- vi. Any quantity claims or for that matter any other claims from STC's Customers whatsoever will be to the account of Agency.
- vii. Safe operations of cargo handling both on Board as well as on Shore and shall employ efficient and competent crane & equipment operators etc. to eliminate wastage/shortage of cargo. Movement of cargo from jetty to the Port plots employing sufficient numbers of suitable dumpers.
- viii. All liabilities, risk and consequences towards Customs Duty, taxes, dues, statutory levies, service charges, legal expenses and any other dues, risks and consequences whatsoever and howsoever arising out of the associated deliveries in the manner stated hereinbefore entered into by STC with any buyer/customer shall be to the account of the Agency who shall be solely liable to pay and satisfy in full the same on demand by STC on back to back basis.

4. PRE-QUALIFICATION CRITERIA FOR SELECTION OF ASSOCIATED AGENCY:

- i. The Agency should be a Multimode Transport operator Registered with Directorate General of Shipping and a member of Federation of Freight Forwards Association of India (FFFAI having CHA license).
- ii. The Agency should have a minimum experience of three years of Handling and Transportation of Coal & Coke and is required to produce documentary evidence (F.Y.2015-16, 2016-17 & 2017-18) regarding supply of at least 0.5 MMTs of any type of Coal/Coke from any port in India.
- iii. The Agency should have a valid PAN No., TIN No., GST No., valid CHA License by Competent authority or any other particular License / Certificate as required.
- iv. The Agency shall have to submit the copies of Income Tax Return filed and Audited/CA Certified Profit & Loss A/C and Balance Sheet of the company for the last three years (F.Y.2015-16, 2016-17 & 2017-18).
- v. The Agency should have minimum annual turnover of Rs.10 Crs. during the previous year Or Rs.25 Crs. cumulative during last 3 years.
- ix. The Agency shall submit the latest Duns & Bradstreet (C-CAM) Credit Rating Report at the time of empanelment with STC (not more than 6 months old). If this report is not available with the applicant, STC may obtain the same on specific request from the party. For obtaining D&B report through STC, the Domestic applicants shall submit request letter along with DD of Rs.6,000/- before closure date of this EOI.
- x. The Agency shall also submit a self-certificate/undertaking (on Rs.100/- stamp paper) issued by the owner/proprietor/director 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 Departments/ Central or State Government Undertakings/STC as on date. The agency 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 Tender. In case of submission of false declaration (found at any stage), such agency shall be disqualified forthwith.
- xi. The Agency shall keep STC indemnified at all times against any claims, liabilities, proceedings etc. from the STC's buyer/customer/tendering authority or otherwise arising out of or in connection with any terms & conditions of this EOI & subsequent agreement, if any.

5. INTEGRITY PACT (IP):

- i. Interested agency 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 Integrity Pact is enclosed at Annexure- II, which may be deemed to have been signed by STC. A downloadable format of Integrity Pact is available on the STC website under the link <http://www.stclimited.co.in/content/integrity-pact>.

- iii. All the applicants and STC shall be bound by the provisions of Integrity Pact in case any complaint relating to the tender is found substantiated.

6. SUBMISSION OF EXPRESSION OF INTEREST:

- i. Prospective Agency may download Expression of Interest (EOI) document from our website www.stclimited.co.in or <https://eprocure.gov.in/cppp/> and can also obtain a copy of the same from Shri Hemant Sanap Chief Manager, **The S.T.C. of India Ltd., No. 301 to 314, 3rd Floor, Trade World, "C" wing, Kamala Mill, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013** during office hours on any working day till one day prior to the opening 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 / E-mail or copy of the Expression of Interest shall be summarily rejected.**
- ii. The Expression of Interest must contain the name, designation of authorized person with Postal Address, Phone and Fax No. of the organization provided by prospective agency.
- iii. The EOI and all details submitted by the Agency subsequently shall be signed and stamped on each page in token of acceptance by a person, legally authorized to enter into agreement. Corrections/alteration, if any, shall also be signed by the same person.
- iv. No press advertisement shall be issued for the updation/ Corrigendum/ Addendum. Agencies are therefore advised to regularly visit www.stclimited.co.in, www.eprocure.gov.in to update themselves.
- v. Date for submission of expression of Interest: The due date & time for submission of the Expression of Interest is **31/07/2018 17:00 Hrs** IST. EOI opening date is **01/08/2018 11:30 Hrs**.
- vi. The EOI shall be neatly arranged along with covering letter and Index in folder file, typewritten on white paper with consecutively numbered pages. It should not contain any terms and conditions, which are not applicable to the EOI.
- vii. Agency have the option of submitting their offers either through **Physical Mode** or through **Online Mode:-**

1) PHYSICAL MODE

The Expression of Interest should be addressed to The Branch Manager, The State Trading Corporation of India Ltd., No. 301 to 314, 3rd Floor, Trade World, "C" wing, Kamala Mill, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013 along with duly filled-in enclosed Annexure-I and requisite enclosures put in one large sized cover/envelope. This cover/envelope should be put in the Box placed at the reception of STC, Mumbai before the due date and time. The cover should also be super-scribed with the EOI No. and Date, Item Description and the date of EOI Opening.

2) ONLINE MODE

Applicants has to submit scanned copy (in pdf format) of duly filled Agency Empanelment Form as per Annexure - I along with requisite enclosures

electronically through e-Procurement Portal of NIC ([www.eprocure.gov.in.](http://www.eprocure.gov.in)) failing which offer is liable to be rejected at sole discretion of STC.

Agency shall strictly comply with the Terms and Conditions of e-procurement mentioned in NIC Website [www.eprocure.gov.in.](http://www.eprocure.gov.in)

7. DOCUMENTS TO BE SUBMITTED ALONG WITH EOI:

- 1) Duly filled Annexure-I along with supporting documents.
- 2) Authorization letter in favor of person signing the EOI and shall submit Power of Attorney in favor of the person who signs the bid.
- 3) Copies of Performance Certificates.
- 4) Copies of PAN No., TIN No., CST No., CHA License issued by Competent Authority along with copies of Directorate General Shipping Certificate and FFFAI
- 5) Copies of Income Tax Return filed and Audited P&L Accounts & Balance Sheets of the company for the last three financial years.
- 6) Latest (C-CAM) Credit Rating Report (not more than 6 months old) of company issued by Dun & Bradstreet (D&B). In case such report is not available with Agency, Demand Draft of Rs.6,000/ in favour of The State Trading Corporation of India Limited payable at Mumbai to be enclosed.
- 7) Copies of Certificate of Registration of Firm, Article of Association, Memorandum of Association/ Partnership deed.
- 8) The Agency shall have to submit an UNDERTAKING on a Rs.100/- Non-Judicial Stamp Paper duly Notarized by Notary Public to the effect that the Tenderer is not debarred/black listed by any Government Department/Undertaking as on date at the time of submission of EOI as well as each time while participating in a Tender. In case of submission of false declaration (found at any stage), such agency shall be disqualified and blacklisted.
- 9) 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.
- 10) Accreditation certificates (if any) and any other supporting document such as Company Brochure, etc.
- 11) Net worth Certificate duly signed by Chartered Accountant.
- 12) Indemnity Bond on Rs.100/- Non-Judicial Stamp Paper duly notarized by Notary Public indemnifying STC from all costs which includes but not limited to expenses, liabilities, claims including statutory claims and any other claim/liability arise on STC and also any claims towards Detention, Demurrage, Quality, Quantity, Delay, GST or from any other Tax Authority.

8. GENERAL TERMS & CONDITIONS:

- i. The Agency shall ensure compliance of all the laws of the land, Government regulations/conventions/ policies/guidelines/orders etc. in force related to any or all of the above activities.
- ii. Details submitted by the agency shall be examined in line with criteria mentioned at Clause No. 4. 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. The agency can also be asked to furnish additional information/confirmation in connection with verification of the documents submitted by them, if deemed necessary.
- iv. The agency may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The agency so selected from the panel through the process of subsequent tendering will have to enter into back to back contracts as devised by STC to fully protect STC's overall interests and also the interests of the prospective customers.
- v. Any applicable Taxes, Duties & Cess including GST etc. will be on account of the Agency.
- vi. The Agency shall undertake to abide by the logistical requirements if any, of any buyers for supply of Coal/Coke at their designated yards/delivery destinations/points.
- vii. The Agency will have to obtain valid permit for Inter-state movement of commodity to the concerned state / central authorities in case the requirement is on delivered/ Freight on Receipt (F.O.R.) basis.
- viii. Selection in the panel through this EOI at no point of time guarantees any award of work by STC and the agency who fail to get any award in the subsequent tender process shall not have any right to claim any damages whatsoever against STC.
- ix. The above terms & conditions shall have to be considered by the Agency in totality and the EOI containing incomplete documents & not complying with the above conditions shall be summarily rejected by STC.
- x. STC reserves the right to accept or reject any offer of Expression of Interest without assigning any reasons whatsoever.
- xi. Final selection of Agency from the EOIs received will be done at the discretion of STC and the decision of STC shall be final and binding on all the participating agencies.

9. 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 agencies/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 agency stated wishes, and requests for access to such information will be determined under the RTI Act.

10. 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 or compensation in relation to the consideration of this Expression of Interest or any Expression of Interest, incurred by the agency/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.

11. SHORT LISTING OF AGENCY:

Applicants who qualify as Associate agency to STC would be individually notified after the evaluation process is complete. The validity of agreement (on the basis of EOI's received) shall be initially for a period Three years (03) 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.

12. ARBITRATION

Any dispute or difference in respect of any matter relating to or arising out of this Expression of Interest, if the same is not resolved amicably, will be settled at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai.

13. NO LIABILITY/OBLIGATION OF GOVT. OF INDIA

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

14. 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 agency.

ANNEXURE-I

FORMAT (TO BE FILLED UP) BY AGENCY

Sr. No.	Particulars	Details
1	Name of Item for which empanelment is requested	COAL/COKE
2.	Annual Supply Capacity in MTs.	
3.	Quantity Supplied details:	
	Year	
	Quantity (MTs)	
	Value (Rs.)	
	Year	
	Quantity (MTs)	
	Value (Rs.)	
	Copies of Orders/ Other Certificates may be attached.	
	Attach annexure if party wishes to furnish further details	
4.	(a) Name and Address of Agency	
	(b) Year of Establishment	
	(c) Name of Contact Person(s)	
	(d) Telephone No(s)/ Cell nos.	
	(e) Fax No(s)	
	(f) E-mail	
5.	Attach the following Supporting Documents:	
	<ul style="list-style-type: none">• Company Profile,• Audited Balance sheets of last three financial years,• Other Accreditation Certificates (if any),• Partnership Deed/ Registration of Certificate• Certificate of Incorporation or Copy of	(Mention Yes/or No)

	MOA & AOA <ul style="list-style-type: none"> • Income Tax return for last three financial years, • Registration certificates with various tax Authorities or Government Departments • Valid CHA License, Transportation License and statutory permissions by Competent Authority or any other particular License / Certificate as required for dealing in such trade. 	
	(ii) Dun and Bradstreet Report (D & B Report)	
	iii) Acceptance of All terms and conditions specified in EOI	
6.	Undertaking/Self Certification that the company been black listed/banned/debarred by any Government Undertaking/ Govt. Depts.?	
	If yes then specify the details?	
7.	Whether on the date of the application the Agency has been blacklisted /banned by STC?	
	If yes then specify the details?	
8.	Details of clients to whom transportation have been made both in terms of value and volume during the last 2 financial years. A separate sheet may be attached if required.	
9.	Indemnity Bond (on Rs.100/- stamp paper)	

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:

Signatures :

Name :

Designation :

Place :

Company Seal :