



The State Trading Corporation of India Limited

Jawahar Vyapar Bhawan

Tolstoy Marg

New Delhi-110 001

(TELEPHONE NO. +91-11-23313177)

INVITES

EXPRESSION OF INTEREST (EOI)

NO.STC/AGRO/EOI-01/2016-17 DTD. 12.10.2016

**For Empanelment of Suppliers of Agricultural Commodities
(Rice, Wheat, Maize, Barley, Sorghum, Soybean Meal, Rapeseed Meal, Tea)**

Interested Applicants can apply against the EOI but not later than

03.11.2016, 1700 HRS IST

Website: www.stclimited.co.in



Expression of Interest (EOI)

The State Trading Corporation of India Ltd. (STC) is a Government of India Undertaking, having its Corporate office at Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi-110 001 (hereinafter called 'STC'). STC was incorporated under Companies Act in the year 1956 and functions under the administrative control of Deptt. of Commerce, Ministry of Commerce & Industry, Government of India. The company is engaged in international and domestic trading of various commodities/products including Agricultural Commodities.

The objective of this EOI exercise is to have a readily available panel of suppliers for various Agricultural Commodities as specified below, who are willing to work with STC as associate supplier(s) as per the terms and conditions of STC and also as per the terms & conditions laid down by the tendering authority/ overseas buyer (s) for domestic as well as export transactions.

STC hereby invites Expression of Interest (EOI) for selection of Suppliers of Agricultural Commodities of Indian Origin for supply to/on behalf of STC. The details are as under:

1. COMMODITIES

- a) Rice
- b) Wheat
- c) Maize
- d) Barley
- e) Sorghum
- f) Soybean Meal, Rapeseed Meal and other oilmeals
- g) Tea

2. PRE-QUALIFICATION CRITERIA FOR SELECTION OF PROSPECTIVE SUPPLIERS

The detailed eligibility criteria are described in the following points and the interested parties meeting all the conditions only need to apply.

a) The Applicant should be a trader or exporter of Rice/ Wheat/ Barley/ Sorghum/ Soybean Meal/ Rapeseed Meal/ Maize/Tea or miller wherever applicable.

b) The Applicant shall have experience of export of minimum quantity of respective commodities, i.e. Rice/Wheat/ Barley/ Sorghum/ Soybean Meal & Rapeseed Meal/Maize/ Tea, during the **last three financial years** in their own name or submit proof of supply to exporter or through PSUs, State/Govt. Agencies, as mentioned in the below table.

| Sr. No. | Commodity | Quantity(Mts) |
|----------------|----------------------------------|----------------------|
| 1 | Rice | 25,000 |
| 2 | Wheat | 20,000 Combined |
| 3 | Barley | |
| 4 | Sorghum | |
| 5 | Maize | |
| 6 | Soybean Meal | 10,000 Combined |
| 7 | Rapeseed Meal and Other Oilmeals | |
| 8 | Tea | 200 |

In proof of exports, the applicant shall furnish certified copies of BRC + B/L.

In case of domestic supplies the applicant shall furnish certified copies of purchase orders and original performance certificates from end users in support of their credentials.

c) The applicant shall have to submit a Solvency certificate from a scheduled nationalized Indian bank / private bank for a minimum amount of Rs.10 Crore or equivalent US \$.

d) The applicant shall keep STC indemnified at all times against any claims, liabilities, proceedings etc. from the foreign buyer or otherwise arising out of or in connection with any of the terms and conditions of this EOI.

e) The applicant shall submit an affidavit to the effect that it has not been blacklisted, debarred or banned by any government or state agency as on date. Affidavit shall be duly stamped and notarized.

3. SCOPE OF WORK:

- a) The selected applicants will form part of STC's panel which will act as back up suppliers for STC. STC expects to regularly execute contracts of supply with its panel of suppliers. The suppliers will be required to strictly adhere to contractual product specifications and delivery parameters.
- b) The Empanelled supplier shall accept all terms and conditions of the contract with overseas buyer on back to back basis and deliver the Rice/ Wheat/ Barley/ Sorghum/ Soybean Meal & Rapeseed Meal/ Maize/ Tea (as the case may be) in the manner required without any financial involvement on the part of STC. The Empanelled Supplier (Associate Supplier) shall furnish EMD/Bank Guarantees, as required, to STC and shall also bear the expenses/bank charges, if any, incurred by STC in this regard.
- c) The supplier may also be required to submit an EMD/Performance Bank Guarantee, the value of which will be decided by STC on Contract to Contract basis.
- d) Payment terms for contract will be negotiated on case to case basis between STC and the Supplier.

- e) In case the value of the contract exceeds Rs.5 Crores, the supplier will also be required to sign Integrity Pact. It will be assumed that all prospective applicants have gone through the Integrity Pact (Annexure II of this EOI) and have no objections whatsoever in signing the contract.
- f) The selected supplier shall ensure compliance of all government legislations, policies, guidelines, orders etc. related to any or all of the above activities.
- g) The supplier shall sign and also undertake to abide by the statutory requirements and guidelines of the Indian Government from time to time.

4. TERMS & CONDITIONS:

- a) The applicant should not have been debarred/ blacklisted/ banned from doing business and participating in tenders by any Government (Centre or State) /PSU for supply of agro commodity in India or abroad on the date of empanelment. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.
- b) The Applicant may also be asked to furnish additional information /confirmation in connection with verification of the documents submitted by the Applicant, if deemed necessary, at the sole discretion of STC.
- c) The Empanelled supplier shall ensure compliance of all the Government regulations, policies, guidelines, orders, conventions etc, in force related to any or all of the activities covered in the contract for exports including shipping of the consignments, port clearances, storage, insurance, clearing, handling, forwarding and inland transportation, quality & quantity inspections etc.
- d) The supplier shall give a declaration that the supplier and/or any of its Members of Board of Directors and/or its promoters do not have any cross-holding/shareholding directly and/or indirectly in any manner whatsoever in the other provisionally selected suppliers for empanelment.
- e) The validity of this Panel would be for one year from the date of confirmation by STC. STC shall have sole discretion to extend the validity of this panel for further one year depending upon the performance of the supplier(s). Validity of empanelment can also be terminated by STC at its sole discretion.
- f) All documents submitted in response to this “Expression of Interest” shall become the property of STC upon submission.
- g) Applicant(s) having same address or contact details would be rejected.
- h) Where the Applicant believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect the Proponent’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 Applicant’s stated wishes, and requests for access to such information will be determined under provisions of RTI Act-2005.
- i) STC is not bound contractually or in any other way to any Applicant to this EOI. STC is not liable for any costs or compensation in relation to this EOI by the Applicants if STC

terminates, varies, or suspends the EOI process or takes any other action permitted under this EOI, including consideration of concepts proposed in future developments. The EOI request is not the subject of any process, contract or any contractual obligations between STC and supplier or potential supplier.

- j) The above terms and conditions shall have to be considered by the Applicant in totality and the pre-qualification bid containing incomplete documents & not complying with the above conditions shall be summarily rejected.
- k) STC reserves the right to accept or reject any offer of EOI without assigning any reasons whatsoever. The decision of STC in this regard shall be final and binding on all participating suppliers.
- l) Empanelment of suppliers by STC does not entail any commitment from STC to enter into contracts during the validity of empanelment. STC reserves its right to abandon any part or whole of process without prior notice to prospective bidders.

5. DOCUMENTS REQUIRED:

The interested applicant shall submit the following information/documents as per the format(s) attached herewith along with their detailed proposal in a sealed envelope with **each page of the document numbered, stamped and initialed.**

- a) Audited Balance Sheet and Profit & Loss Statement of the Company for the last 3 financial years i.e. 2013-14, 2014-15 and 2015-16
- b) Copy of the income tax return filed in the last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 should also be provided.
- c) Copy of Memorandum and Articles of Association of Company.
- d) List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors.
- e) Board Resolution/ Letter from partners authorizing all or any one of the Director/Partners to sign the documents.
- f) Signature of Partners/Directors/Proprietors duly attested by the bank.
- g) Report from credit rating agencies such as DNB, Moody's etc which should not be more than one year old, with rating which is at least fair and above. In case the supplier wants STC to obtain the DnB report on its behalf, he/she may contact STC at the earliest.
- h) Documentary proof as indicated in eligibility criteria 2-b. The supplier shall clearly mention monthly production/supply capacity of the commodity (ies) for which the application is being made.
- i) IEC certificate.
- j) Copy of PAN, VAT/CST/Tin Number Certificate, Trade License & Valid FSSAI License.
- k) Solvency certificate worth Rs. 5 Crores.
- l) Affidavit to the effect that the supplier has not been black listed by Govt. agencies /CPSUs/STC as on date.
- m) Supplier Empanelment form as per Annexure-I
- n) Signed copy of EOI as a token of acceptance of all the terms & conditions.

6) SUBMISSION OF EXPRESSION OF INTEREST

- a) The interested applicants may submit their applications at the earliest but not later than the last date and time for submission of the Expression of Interest i.e. **3rd November, 2016, 17:00 HRS IST**
- b) Place for submission of EOI & Method of delivery: The Expression of Interest should be addressed to General Manager (Agro-Commodity Division), The State Trading Corporation of India Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001, India and should be
1. Dropped in the tender box placed at the Ground Floor (Reception) at Jawahar Vyapar Bhawan or
 2. By speed post/ registered post before the due date and time. EOI sent by speed post or registered post should reach STC before the due date & time positively. STC will not be responsible for any postal delays.
- c) Applications received in Fax or Email will not be entertained.
- d) Late Receipt of EOI: Any EOI received by STC after the due date & time would be summarily rejected.
- e) Any request for clarification after 03rd November 2016; 1100 HRS IST would not be entertained.

7) DISCLAIMER

The issue of this document does not in any way commit or otherwise oblige STC to proceed ahead with all or any part of a pre-qualification empanelment process.

STC may, at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the Proponents or potential Proponents. STC reserves the right to cancel the EOI in totality without assigning any reason at any point of time. All information contained in this EOI are issued bonafide.

This EOI is only for preparation and maintenance of database. STC is in no way bound to limit its business enquiry/circulars to empanelled supplier(s) only.

- 8) The applicants hereto agree that the courts and tribunals at New Delhi shall have the exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this EOI and shall be decided in accordance with laws of India.

SUPPLIER EMPANELMENT FORM

| SN | DESIRED INFORMATION | DETAILS BY APPLICANTS | | | | | | | |
|----|--|---|--------------|---|------------------------|------------------|------------------------|------------------|------------------------|
| 1 | Name of Commodity (ies) for which Empanelment is solicited | Please Tick Wherever applicable | | | | | | | |
| | | Rice | | Soybean Meal & Rapeseed Meal and other Oilmeals | | | | | |
| | | Wheat | | | | | | | |
| | | Maize | | | | | | | |
| | | Barley & Sorghum | | | | Tea | | | |
| 2 | Supplier Name: Owner(s)/ Director(s)/ Partner(s)/ Proprietor(s): Registered address: Date of establishment/ incorporation/ constitution: Telephone/ fax/ email: | | | | | | | | |
| 3 | Whether you are a Miller/ Trader/ Exporter? | | | | | | | | |
| 4 | Yearly report of business handled of Rice, Wheat, Barley& Sorghum, Soybean Meal & Rapeseed Meal, Maize, Tea during the last three financial years. (i.e. 2013-14, 2014-15 and 2015-16). Please furnish separate information for different commodities. | Commodity | Trade | 2013-14 | | 2014-15 | | 2015-16 | |
| | | | | Qty (MTs) | Value (INR CR.) | Qty (MTs) | Value (INR CR.) | Qty (MTs) | Value (INR CR.) |
| | | Rice | Export | | | | | | |
| | | | Domestic | | | | | | |
| | | Wheat | Export | | | | | | |
| | | | Domestic | | | | | | |
| | | Maize | Export | | | | | | |
| | | | Domestic | | | | | | |
| | | Barley/ Sorghum | Export | | | | | | |
| | | | Domestic | | | | | | |
| | | Soybean/ Rapeseed Meal other oil-meals | Export | | | | | | |
| | | | Domestic | | | | | | |
| | | Tea | Export | | | | | | |
| | | | Domestic | | | | | | |

| | | |
|----|--|----------|
| 5 | Do you have experience in supplying Rice, Wheat, Barley, Sorghum, Soybean Meal, Rapeseed Meal, Maize & Tea to any Government agency in India or buyers in overseas? If Yes, Please provide details | Yes / No |
| 6 | Whether agreeable to handle export of Rice, Wheat, Barley, Sorghum, Soybean Meal, Rapeseed Meal, Maize & Tea on FOB/CFR/CIF (vessel load/Container load)? | Yes / No |
| 7 | Have you defaulted in supply of Rice, Wheat, Barley, Sorghum, Soybean Meal, Rapeseed Meal and other oil-meals, Maize & Tea and whether have been black listed/banned for participation in any of the Government / Government undertaking organizations for supply of Rice, Wheat, Barley, Sorghum, Soybean Meal, Rapeseed Meal, Maize & Tea/other commodities in India ? | Yes / No |
| 8 | Have you been barred from supplies to any foreign country by Governments/ PSUs/ Other agencies etc? | Yes / No |
| 9 | Is there any ongoing litigation or legal dispute or any pending execution of decree or award by or against the State/ Centre/ Government department/ Statuary body/ PSU? | Yes / No |
| 10 | Please furnish details on your registration, membership no. of FSSAI, FPO, AGMARK, HACCP, Rice, Wheat, Barley, Sorghum, Soybean Meal, Rapeseed Meal, Maize & Tea Exporters Association and / or similar bodies with complete details. | |

| | | |
|----|---|-------------------------|
| 11 | Credit rating of D&B or any credit rating agency attached. | Attached / Not attached |
| 12 | Solvency Certificate valued Rs. 5 Cr or US\$ equivalent from your banker. | Attached / Not attached |
| 13 | All terms and conditions are accepted | Accepted / Not accepted |

I/WE CERTIFY THAT THE ABOVE INFORMATION IS TRUE.

Dated:

Signature

Place

Seal/Stamp

Name & Designation

INTEGRITY PACT

Between

The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 hereinafter referred to as “STC”,

And

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

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/contractors.

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:-

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.

STC will, during the tender process treat all bidder(s)/contractor(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.

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/Contractor

(1).The Bidder/Contractor 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/Contractor 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/Contractor will not enter with other bidder(s)/contractor(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/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor 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/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor 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/Contractor 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/Contractor 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 a 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.
- (3) STC will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. 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