



THE STATE TRADING CORPORATION OF INDIA LIMITED

CHENNAI BRANCH

**STC TRADE CENTRE, A-29, THIRU-VI-KA INDUSTRIAL ESTATE,
GUINDY, CHENNAI – 600 032**

EOI NO: STC/CHN/CONS-MATER/EMP/2017-18/01

DTD. 15.09.2017

**EXPRESSION OF INTEREST FOR EMPANELMENT OF
MANUFACTURER/TRADER/SUPPLIERS OF RIVER SAND, CLINKER &
CEMENT**

Website: www.stclimited.co.in

**EMPANELMENT OF MANUFACTURER/TRADER/SUPPLIERS OF
RIVER SAND, CLINKER & CEMENT**

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') and Branch Office at The STC Trade Centre, A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai – 600 032. STC was incorporated under Companies Act in the year 1956 and functions under the administrative control of Dept. 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.

Expression of interests are invited for supply of river sand, clinker & cement to STC's Associate Buyers / customer / tendering authority, STC hereby invites prospective manufacturer/trader/Supplier as per following:

1. DETAILS OF THE ITMES FOR WHICH EMPANELMENT IS INVITED:

- a. River Sand
- b. Clinker
- c. Cement (including White Cement) – All Grades

2. PRE-QUALIFICATION CRITERIA FOR PROSPECTIVE SUPPLIERS

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

- a. The Applicant should be manufacturer/trader/suppliers of river sand, clinker & cement wherever applicable.
- b. The Manufacturer of Clinker and Cement (All Grades) should have latest BIS Certificate (BUREU OF INDIAN STANDARD) for their product and copy of BIS Certificate should be enclosed.
- c. If the applicant is a trader / supplier, the copy of BIS Certificate of their supplier source to be enclosed along with supporting documents ie., contract / agreement between the trader/supplier and their supplier source.
- d. The Applicant shall have experience of supply in India of respective commodities during any one of the last three financial years directly or through Agencies. In proof of supply, the applicant shall furnish certified copies of purchase orders and original/at least copies of performance certificates specifying quantity from end users in support of their credentials.
- e. The applicant should be profit making for last three years FY i.e. 2014-15, 2015-16 & 2016-17 with positive net worth.
- f. The applicant shall have to submit a Solvency Certificate from a scheduled nationalized Indian bank / private bank for a minimum amount of Rs. 2 Crores or equivalent US \$. Reference Rate published by RBI as on the date of this EOI shall be used for conversion.
- g. The applicant shall keep STC indemnified at all times against any claims, liabilities, proceedings etc. from the STC's Associate buyer/customer/tendering authority or otherwise arising out of or in connection with any of the terms and conditions of this EOI & subsequent agreements, if any.
- h. The applicant shall submit an undertaking (as per annexure-II of this EOI) to the effect that it has not been blacklisted, debarred or banned by any government or state agency as on date.

3. SCOPE OF WORK:

- a. The selected applicants will form part of STC's standing panel which will act as back up suppliers for STC, from amongst which STC expects to regularly execute contracts of supply. The suppliers will be required to strictly adhere to contractual product specifications, parameters and delivery.
- b. The Empanelled supplier shall accept all terms and conditions of the contract with STC's Associate/buyer/customer on back to back basis and deliver the products in the manner required without any financial involvement on the part of STC.
- c. Based on specifications and requirement of the STC's buyer/customer or tendering authority, STC shall invite limited e-tenders from amongst the empanelled suppliers. Applicant shall have all necessary set-ups like digital signature etc. for submitting offers.
- d. STC would quote the rates to buyer(s)/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.
- e. The sale to Customer would be on High Sea Sale Basis or as required by STC's associate buyer/customer/tendering authority on case to case 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.
- f. 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.
- g. The supplier may also be required to submit an EMD/Performance Bank Guarantee, as required, the value of which will be decided by STC on Contract to Contract basis.
- h. Payment to suppliers will be released only after it has been received by STC from its buyer / customer / tendering authority.
- i. In case the value of the contract exceeds Rs.5 Crores, the supplier will also be required to sign Integrity Pact. The Integrity Pact can be accessed on the following link <http://www.stclimited.co.in/corporate-commitments/integrity-pact.aspx>. The prospective applicants shall have no objections whatsoever in signing the contract.
- j. The selected supplier shall ensure compliance of all government legislations, policies, guidelines, orders etc. related to any or all of the above activities/commodities.
- k. The supplier shall 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 Commodities mentioned at clause (1) above 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 documents/ 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 and also all statutory compliance related to any or all of the activities covered in the contract for supply including shipping of the consignments, port inspection &

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 “EOI” 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 with respect 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.
- m. Prospective Supplier(s) who qualifies as empanelled supplier to STC would be individually notified after the evaluation process of empanelment is complete.

5. DOCUMENTS REQUIRED:

The interested applicant shall submit the following information/documents in seriatim with cover page index as per the format(s) attached herewith along with their detailed proposal in a sealed envelope (with EOI number & date written on it) with each page of the document numbered, stamped and initialled.

- a. Cover page Index showing documents attached/enclosed with corresponding page number.
- b. Supplier Empanelment Form as per Annexure-I.
- c. A non-refundable fee of Rs. 10,000/- (Rupees Ten Thousand Only) towards processing charges, in the form of a demand draft favouring "The State Trading Corporation of India Ltd." payable at Chennai must be submitted along with the EOI application. No exemption shall be granted in this regard.

d. The prospective Supplier shall submit a satisfactory Credit Rating Report not more than six month old as on submission of interest from any of the following International Credit Rating agencies for direct submission to STC by the concerned agency in a sealed cover :

- i. Dun & Bradstreet
- ii. Moody's
- iii. Standard & Poor

In case the applicant is not having Credit Rating Report from following agencies, the applicant may request the STC to obtain credit rating. A separate application requesting STC to obtain credit rating shall be attached in place of Sealed Credit Rating Report for this request. Applicant has to submit necessary charges, which will be intimated after receiving such request.

- e.** Source and arrangements for continuous supply and original experience certificate from end user.
- f.** The prospective Supplier shall submit a recent satisfactory Bankers Report as on submission of interest for direct submission to STC from their lead banker in a sealed cover.
- g.** Solvency Certificate worth Rs. 2 Crores or equivalent US\$ from a scheduled nationalized Indian bank / private bank.
- h.** Affidavit to the effect that the supplier has not been black listed by Govt. agencies /CPSUs/STC as on date as per annexure-II.
- i.** Audited Balance Sheet and Profit & Loss Statement of the Company for the last 3 financial years i.e. 2014-15, 2015-16 & 2016-17.
- j.** Copy of the income tax return filed (as applicable) in the last 3 financial years i.e. 2014-15, 2015-16 & 2016-17 should also be provided.
- k.** Copy of Memorandum and Articles of Association of Company, if applicable.
- l.** List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors.
- m.** Board Resolution/ Letter from partners authorizing all or any one of the Director/Partners to sign the documents.
- n.** Signature of Partners/Directors/Proprietors duly attested by the bank.
- o.** Documentary proof as indicated in eligibility criteria as per the pre qualification criteria mentioned. The supplier shall clearly mention monthly production/supply capacity of the commodity (ies) for which the application is being made in space provided in Supplier Empanelment Form.
- p.** IEC certificate, if any.
- q.** Copy of PAN, VAT/CST/Tin Number Certificate, GST details/ Trade License, TAX Registration number in respect of the relevant country (As applicable).
- r.** Complete signed copy of EOI as a token of acceptance of all the terms & conditions.
- s.** Tenderer has to give an undertaking that they are not involved in cases charged by vigilance and Anti-corruption bureau or similar entities in India or elsewhere or having tie up with firms, which involved in cases charged by vigilance and Anti-corruption bureau or similar entities in India or elsewhere as per Annexure III.

6. SUBMISSION OF EMPANELMENT DOCUMENTS

- a. Prospective Supplier may download Expression of Interest document from our website www.stclimited.co.in or can also obtain a copy of same from Mr. S. Balaji, Manager, Tel No. +91-44-22500342, +91-7502799888, STC's Office, New Business Development Division, 2nd Floor, The STC Trade Centre, A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai – 600 032 during office hours on any working day till one day prior to the opening of Expression of Interest.
- b. No press advertisement shall be issued for the updation /Corrigendum/Addendum. Prospective bidders are therefore advised to regularly visit above mentioned websites at 6(a) to update themselves.
- c. Due date for submission of expression of Interest: The due date & time for submission of the Expression of Interest is valid till **15.09.2018 at 15:00 HRS IST (1 year)** at STC's Office, New Business Development Division, 2nd Floor, The State Trading Corporation of India Limited, STC Trade Centre, A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai – 600 032
- d. Place for submission of EOI & Method of delivery: The Expression of Interest should be addressed to Branch Manager (New Business Development), The State Trading Corporation of India Limited, New Business Development Division, 2nd Floor, STC Trade Centre, A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai – 600 032, India and should be handed over/ couriered to the above mentioned address.
- e. **Documents have to be submitted in physical form ONLY against this EOI which shall be published on STC's website under NOTIFICATION / ADVERTISEMENT section.**
- f. Applications received in Fax or E-mail will not be entertained.
- g. Bidder shall sign all pages of the tender as a token of acceptance of the scope of supply and all the terms and conditions mentioned in the tender.
- h. Receipt of EOI after due date & time: Any EOI received by STC after the due date & time shall not be accepted.

7. DISCLAIMER

- a. 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.
- b. 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 is issued bonafide.
- c. 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.
- d. The applicants hereto agree that the courts and tribunals at Chennai 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.
- e. **INDEMNITY CLAUSE:** Without any protests or demur, supplier indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity / quality / weight / purity, marking / specifications, etc. of the material, costs or expenses of whatsoever nature, costs to STC on account of supplier / handling agent / omissions / negligence / mistake / misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The supplier shall keep STC indemnified at all times against any claims / liabilities /

proceedings, etc. from any third party or otherwise arising out/or in connection with this Tender or whatsoever arising from this EOI.

- f. **ARBITRATION:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration through the Indian Council of Arbitration, New Delhi, India in accordance with the Arbitration and Conciliation Act 1996 and amendment thereof and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration will be at Chennai, India.

Annexure – I

(ON COMPANY'S LETTER HEAD)

STC/CHN/CONS-MATER/EMP/2017-18/01

Dt.

SUPPLIER EMPANELMENT FORM

Sl. No.	Desired Information	Please Tick Wherever Applicable				Supply Capacity (Qty/Month)		
1.	Name of Commodity(ies) for which empanelment is solicited	River Sand						
		Clinker						
		Cement						
2.	Company Name							
	Nature of constitution of firm: Public / Private / Partnership / Proprietorship etc.							
	CEO / Director :							
	Registered Address for Communication							
	Date of Establishment of Firm							
	Telephone / Fax / Email							
3.	Details of DD attached							
4.	Whether you are a Manufacturer / Trader / Supplier							
5.	Yearly supply of River Sand / Clinker / Cement during the last three financial years (i.e. 2014-15, 2015-16 & 2016-17). Please provide separate information for different commodities		2014-15		2015-16		2016-17	
		Commodity	Qty (MT)	Value Rs. Cr.	Qty (MT)	Value Rs. Cr.	Qty (MT)	Value Rs. Cr.
		River Sand						
		Clinker						
	Cement							
6.	Do you have experience in supplying to any Govt. Agencies in India ? If yes please provide details. Leave blank if not applicable		2014-15		2015-16		2016-17	
		Commodity	Qty (MT)	Value Rs. Cr.	Qty (MT)	Value Rs. Cr.	Qty (MT)	Value Rs. Cr.
		River Sand						
		Clinker						
	Cement							
7.	Do you have profit for last three financial years & positive net worth	Yes/No. Please provide figures/details						
		Cement						
8.	Do you Agree to bear any liability arising out of non-fulfilment of supply order?	Yes/No						
9.	Do you agree to indemnify STC of any claims/liabilities arising out of or in	Yes/No						

	connection with any of the terms and conditions of this EOI & subsequent agreements, if any?	
10.	Have you defaulted in any supply of River Sand / Clinker / Cement ?	YES/NO
11.	Have you attached undertaking as per Annexure – II of this EOI ?	Attached / Not Attached
12.	Are you going any litigation with State / Centre / Government Department / Statutory Bodies / PSU ? Please Specify	Yes/ No
13.	Please furnish details on your registration, membership, approvals for storage / warehousing/transportation of River Sand / Clinker / Cement	Details Enclosed, if any
14.	Certificate copy of BIS Certificate for CLINKER / CEMENT is enclosed	YES/NO
15.	Sealed Credit Rating Report attached	Attached / Not Attached
16.	Sealed Bankers Report attached	Attached / Not Attached
17.	Solvency Certificate valued Rs. 2 Cr or US\$ equivalent from a scheduled nationalized Indian bank / private bank	Attached / Not Attached
18.	All terms and conditions are accepted	Attached / Not Attached

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

Dated:

Signature

Name & Designation

Mobile Number:

E-mail:

Place:

Seal/Stamp

(ON COMPANY'S LETTER HEAD)

(ON COMPANY'S LETTER HEAD)

ANNEXURE II

To,
The State Trading Corporation of India Limited,
STC Trade Centre, A-29,
Thiru-Vi-Ka Industrial Estate,
Guindy, Chennai – 600 032

SUBJECT: UNDERTAKING

DATE _____

Dear Sir,

We, _____(Name of the Organization), hereby confirm and acknowledge that we have not been blacklisted / banned / barred for participation in Tender by Government of India or by any Government Undertaking in India for supply of River Sand / Clinker / Cement or otherwise.

Thanking You

Yours faithfully

Name and Signature of the Authorized Person

(ON COMPANY'S LETTER HEAD)

ANNEXURE III

To,
The State Trading Corporation of India Limited,
STC Trade Centre, A-29,
Thiru-Vi-Ka Industrial Estate,
Guindy, Chennai – 600 032

Dear Sir,

Sub: Empanelment for Supply of River Sand / Clinker / Cement – Reg.

Ref: 1.EOI No.: STC/CHN/CONS-MATER/EMP/2017-18/01 Dt. 15.09.2017

We, _____ hereby declare we are not involved in cases charged by vigilance & Anti Corruption Bureau or similar entities in India or elsewhere or having tie up with firms which involved in cases charged by Vigilance & Anti Corruption Bureau or similar entities in India or elsewhere.

Thanking you,

Your's faithfully,

Signature of The Tenderer
With Date And Seal

Full address/phone no./mobile no./fax/e-mail