

The State Trading Corporation of India Limited Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110 001

BRANCH OFFICE

The State Trading Corporation of India Limited "STC Trade Centre", A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai- 600 032, Tamil Nadu (TELEPHONE NO. +91-44-22502698/22500207)

EXPRESSION OF INTEREST FOR EMPANELMENT OF MANUFACTURERS / TRADERS / SUPPLIERS OF SCHOOL BAG / TRAVEL BAG / OTHER BAGS AS BACK-UP SUPPLIER OF STC FOR SUPPLY TO GOVERNMENT INSTITUTION FOR TENDER SUPPLIES

EOI REF NO: STC/CHN/SCHL-BAG/EOI/2017-18/01

DTD 13.02.2018

APPLICATION FOR EMPANELMENT IS ACCEPTED ONE YEAR FROM PUBLISHING DATE OF EMPANELMENT/EOI NOTICE I.E. UPTO 12/02/2019

Website: www.stclimited.co.in

EMPANELMENT OF MANUFACTURER / TRADER / SUPPLIERS OF SCHOOL BAGS / TRAVELLING BAGS / ANY OTHER TYPE OF BAGS

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 empanelment of manufacturers / Traders/ suppliers of school bags as backup supplier to supply school bags/Travel bags/any other type of bag to STC's for supply to government institution through tender participation as per following terms and conditions:

1. DETAILS OF THE ITEMS FOR WHICH EMPANELMENT ARE INVITED:

A) School BagsB) Travel BagsC) Any other types of Bags

2. PRE-QUALIFICATION CRITERIA FOR PROSPECTIVE SUPPLIERS

The brief eligibility criteria is described in the following points and the interested parties who were meeting all the conditions as listed below only need to apply. <u>However, final selection of the back-up supplier shall be</u> <u>done by STC based on the requirement of End User Department (EUD) as per their tender terms and</u> <u>conditions.</u>

The Applicant should be manufacturer/trader/supplier of school bags/travel bags/any other type of bags wherever applicable.

A. IN CASE OF MANUFACTURER:

- i. The Manufacturer of school bags/travel bags/any other type of bags should have manufacturing license/ any other equivalent documents/certificates issued by the competent authority and copy of the same should be enclosed.
- ii. The applicant can either be a (i) Proprietorship concern, or (ii) Partnership Firm registered under Indian Partnership Act, 1932, (iii) Limited Company : (i) Private Limited Company, or (ii) Public Limited Company registered under Companies Act, 1956/2013, who have been engaged in manufacturing of School Bags / Travel Bag / any other type of bags atleast for the past three financial years (i.e. 2014-15, 2015-16 and 2016-17).
- iii. The applicant should be profit making for last three years FY i.e. 2014-15, 2015-16 & 2016-17 with positive net worth.
- iv. The applicant should have a valid GSTIN registration Certificate the copy of which should be enclosed
- v. The applicant shall have to submit a Solvency Certificate from a scheduled nationalized Indian bank / private bank for a minimum amount of Rs. 1 crores.
- vi. The applicant should have the required infrastructure **on their own** in terms of sufficient machineries/ equipments, storage place/ handling place, proper access/ connectivity, competent manpower delivery systems, technical and processing capabilities for procuring, processing / manufacturing and supplying school bags as per the specifications of STC's customer / tender inviting authority.

- vii. The applicant should be capable to act as a back-up supplier cum logistic partner and undertake the manufacturing activity on behalf of STC for tender supply.
- viii. Manufacturer shall hold valid statutory licenses to run the manufacturing unit and copy of the same should be enclosed.

B. IN CASE OF TRADERS/SUPPLIER:

- i. The Trader/Supplier of school bags/travel bags/any other type of bags should have a lease arrangement with manufacturer having valid license / any other equivalent documents / certificates issued by the competent authority and copy of the same should be enclosed.
- ii. The applicant can either be a (i) Proprietorship concern, or (ii) Partnership Firm registered under Indian Partnership Act, 1932, (iii) Limited Company : (i) Private Limited Company, or (ii) Public Limited Company registered under Companies Act, 1956/2013. Further, the manufacturing partner of these traders/suppliers should have manufacturing activity at least in the past three financial years (i.e. 2014-15, 2015-16 and 2016-17).
- iii. The applicant should be profit making for last three years FY i.e. 2014-15, 2015-16 & 2016-17 with positive net worth.
- iv. The applicant should have a valid GSTIN registration Certificate the copy of which should be enclosed
- v. The applicant shall have to submit a Solvency Certificate from a scheduled nationalized Indian bank / private bank for a minimum amount of Rs. 1 crores.
- vi. The applicant's manufacturing partner should have the required infrastructure **on their own** in terms of sufficient machineries/ equipments, storage place/ handling place, proper access/ connectivity, competent manpower delivery systems, technical and processing capabilities for procuring, processing / manufacturing and supplying school bags as per the specifications of STC's customer / tender inviting authority.
- vii. The applicant should be capable to act as a back-up supplier cum logistic partner and undertake the manufacturing activity through their manufacturing partner on behalf of STC for tender supply.
- viii. The manufacturing partner shall hold valid statutory licenses to run the manufacturing unit and copy of the same should be enclosed.

3. SCOPE OF WORK:

- i. 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.
- ii. The Empanelled supplier shall accept all terms and conditions of the contract with STC's Associate / buyer / Tendering Authority on back to back basis and deliver the products in the manner required without any financial involvement on the part of STC.
- iii. Based on specifications and requirement of the STC's buyer/tendering authority, STC shall invite limited e-tenders from amongst the empanelled suppliers. Applicant shall have all necessary set-ups like digital signature (Class II or Class III), computer for on line bid submission, Registration on Central Procurement Portal (CPP) etc. for submitting offers.
- iv. STC would quote the rates to buyer(s)/ tendering authority on the basis of rates offered by the selected 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.
- v. The basic terms of order received by STC from buyer/ tendering authority shall mutatis mutandis apply in the back-to-back contract to be finalized between STC and the Supplier. In case of supplier being a

Trader/Supplier, a tripartite agreement shall be signed between the Trader / Supplier , STC and the manufacturing partner.

- vi. The Empanelled Supplier (Associate Supplier) shall furnish EMD/Bank Guarantees, as required, to STC as per the contract as well as to the tendering authority/buyer (if required) and shall also bear the expenses/bank charges, if any, incurred by STC in this regard.
- vii. 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.
- viii. Payment to suppliers will be released only after it has been received by STC from its buyer / tendering authority.
 - ix. 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 <u>http://www.stclimited.co.in/content/integrity-pact</u>. The prospective applicants shall have no objections whatsoever in signing the contract.
 - x. The selected supplier shall ensure compliance of all government legislations, policies, guidelines, orders etc. related to any or all of the above activities/ school bags/Travel bags/any other type of bag.
- xi. The supplier shall undertake to abide by the statutory requirements and guidelines of the Indian Government from time to time.

4. TERMS & CONDITIONS

- i. 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 school bags/Travel bags/any other type of bag mentioned at clause 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. In this regard, an undertaking as per Annexure II duly notarized should be submitted.
- ii. 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.
- iii. 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.
- iv. The supplier shall give a declaration as per Annexure IV 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.
- v. 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.
- vi. All documents submitted in response to this "EOI" shall become the property of STC upon submission.
- vii. Applicant(s) having same address or contact details would be rejected.
- viii. 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.

- ix. 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.
- x. The above terms and conditions shall have to be considered by the Applicant in totality and the prequalification bid containing incomplete documents & not complying with the above conditions shall be summarily rejected.
- xi. 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.
- xii. Empanelment of suppliers by STC does not entail any commitment from STC to enter into any contract during the validity of empanelment. STC reserves its right to abandon any part or whole of process without prior notice to prospective bidders.
- xiii. Prospective Supplier(s) who qualifies as empanelled supplier to STC would be individually notified after the evaluation process of empanelment is complete.
- xiv. Any wrong claims and false information will attract **black listing of such firm upto 5 years**.

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.

- i. Cover page Index showing documents attached/enclosed with corresponding page number.
- ii. Supplier Empanelment Form as per Annexure-I.
- iii. A non-refundable fee of Rs. 11,800 /- (Rupees Eleven Thousand Eight Hundred Only) including applicable GST @18% towards processing charges, in the form of RTGS must be submitted to the following bank account of STC along with the EOI application. No exemption shall be granted in this regard.

A/C No.	:	200999528664
Bank	:	INDUSIND BANK
Branch	:	NUNGAMBAKKAM BRANCH,
		NO.3, VILLAGE ROAD,
		NUNGAMBAKKAM, CHENNAI - 600034
IFSC No.	:	INDB0000007
Beneficiary	:	THE STC OF INDIA LTD
Name &	:	A-29 "STC TRADE CENTRE" THIRU-VI-KA
Address		INDUSTRIAL ESTATE, GUINDY, CHENNAI- 600032

iv. The prospective Supplier shall submit a satisfactory Credit Rating Report not more than one year old as on submission of interest from <u>any of the accredited Credit Rating agencies for direct submission</u> to STC by the concerned agency in a sealed cover :

In case the applicant is not having Credit Rating Report from above agencies, the applicant may request the STC to obtain credit rating for which Rs. 6000/- shall be charged from the applicant. 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.

- v. Solvency Certificate worth Rs. 1 Crore from a scheduled nationalized Indian bank / private bank.
- vi. Affidavit to the effect that the supplier has not been black listed by Govt. agencies /CPSUs/STC as on date as per annexure-II, duly notarized.
- vii. Undertaking to the effect that the supplier is having all the statutory required permission(s) /License(s)/Registration (s) or any other requirements from Appropriate Authority/Government of India Policies as per Annexure III.
- viii. Audited Balance Sheet and Profit & Loss Statement of the Company for the last 3 financial years i.e. 2014-15, 2015-16 & 2016-17.
- ix. 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.
- x. Copy of Memorandum and Articles of Association of Company, if applicable.
- xi. List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors.
- xii. Board Resolution/ Letter authorizing all or any one of the Director/Partners/Authorized Person to sign the documents.
- xiii. Signature of Partners/Directors/Proprietors duly attested by the bank.
- xiv. Documentary proof as indicated in eligibility criteria as per the pre qualification criteria mentioned. The supplier shall clearly mention monthly/annual production or supply capacity of the school bags/Travel bags/any other type of bag for which the application is being made in space provided in Supplier Empanelment Form.
- xv. IEC certificate, if any.
- xvi. Copy of PAN, GST details, Trade License, TAX Registration number etc. (As applicable).
- xvii. Complete signed copy of EOI as a token of acceptance of all the terms & conditions.
- xviii. The applicant 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

- i. 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.
- ii. 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.

- iii. Due date for submission of expression of Interest: The due date & time for submission of the Expression of Interest is valid till **12.02.2019 at 17:30 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
- Place for submission of EOI & Method of delivery: The Expression of Interest should be addressed to Branch Manager, 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.

v. Documents have to be submitted in physical form ONLY against this EOI which shall be published on STC's website under ADVERTISEMENT section.

- vi. Applications received in Fax or E-mail will not be entertained.
- vii. 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.
- viii. Receipt of EOI after due date & time: Any EOI received by STC after the due date & time shall not be accepted.

7. DISCLAIMER

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

Further the Supplier will indemnify STC for any loss, damange or cost whatsoever on any account including criminal liability for false declaration and no claim shall be passed on to STC either by the supplier or by any person claiming under them.

STC shall always be kept fully indemnified of all costs, expenses and claims such as costs of goods, freight, levies, present and future taxes, port expenses, insurance, bank charges, transportation, storage

charges, fumigation, vessel demurrage / dispatch, quality deterioration due to prolonged storage, shortages, CHA charges, survey and inspection fees, legal expenses, exchange fluctuations and any other incidental charges. All such costs/expenditure shall be to the associate's / party's / supplier's account and the business associate / party/ supplier shall pay the same to STC without any protest and demur.

The business supplier / associate / party shall fully indemnify / reimburse / pay STC all cost, legal expenditure, expenses of whatsoever nature incurred by STC in defending, contesting, pursuing any legal case / recovery proceedings initiated by STC or against it / arbitration proceedings/ proceedings of whatsoever nature before any court/tribunal / authority/forum in the litigation/disputes etc. Arising out of this of future agreement/contract or in relation to this agreement/contract with any person or business associate/party/supplier

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

To,

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

Dear Sir,

With reference to your Expression of Interest (EOI) No. ______ dated ______ dated ______ inviting applications for empanelment of backup associates for procurement of school bags/Travel bags/any other type of bag, we hereby submit our application for your consideration as under: -

S. NO.	DESIRED INFORMATION	DETAILS BY APPLICANTS						
1	Company Name:							
2	Nature of Constitution of firm: Public / Private /Partnership/ Proprietorship etc.							
3	GST NO.							
4	4 Name of CEO/Directors/Partners/Proprietor:							
5	5 Registered Address for Communication:							
6	Date of Establishment of Firm:							
7	Telephone/fax/email :							
8								
	Branch : UTR NO. : Amount : Date :							
6	Whether you are a Manufacture/Trader/ Supplier							
		20	14 - 15	2015 - 16		2016 - 17		
		Qty (in MT)	Value (in Rs. Crs.)	Qty (in MT)	Value (in Rs. Crs.)	Qty (in MT)	Value (in Rs. Crs.)	
7	Details of Annual / Monthly manufacturing capacity / supply of school bags/Travel							
	bags/any other type of bag							

	Do you have experience in supplying school	2014	4 - 15	2015 - 16		2016 - 17			
	bags/Travel bags/any other type of bag to Govt. Agency / PSU in India ? If yes, please provide details. (Leave blank if not	Qty (in MT)	Value (in Rs. Crs.)	Qty (in MT)	Value (in Rs. Crs.)	Qty (in MT)	Value (in Rs. Crs.)		
8	applicable)								
9	Do you have profit for last three financial years and positive net worth	YES / NO							
10	Do you agree to bear liability arising out of non - fulfilment of supply order?	YES / NO							
11	Do you agree to indemnify STC against any claims /liabilities arising out of or in connection with any of the terms and conditions of empanelment notice and subsequent agreements, if any	YES / NO							
13	Have you attached undertaking as per Annexure- II, III & IV of this empanelment notice	Attached/Not Attached							
14	Whether any Member(s) of Board of Director(s) and/or promoter(s) having any cross-holding/shareholding directly and/or indirectly any manner whatsoever in other Company applied for empanelment against this Empanelment notice?	YES / NO							
15	Is there any litigation with State / Centre / Government Department / Statutory bodies / PSU? Please specify	Yes/ No							
16	Please furnish details of your Licenses, membership, approvals, storage / warehousing/transport, labour compliance, statutory licences for running the factory etc. For applicable items	Details, if any							
17	Sealed Credit Rating Report attached	Attached/Not Attached							
18	Sealed Bankers Report attached	Attached/Not Attached							
19	Solvency Certificate for Rs. 1 crore from nationalised Bank / Private bank	Attached/Not Attached							
20	All terms and conditions of subject EOI are accepted	Accepted/Not Accepted							

Certified that the above information is true and we confirm that all information given in the empanelment Notice 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 Seal/Stamp

Mobile Number: E-mail

(ON COMPANY'S LETTER HEAD - DULY NOTARIZED)

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/State Government or by any Undertaking of Central/State Government for supply of SCHOOL BAGS / TRAVEL BAGS / ANY OTHER BAG.

Thanking You

Yours faithfully

Name and Signature of the Authorized Person

(ON COMPANY'S LETTER HEAD)

To The State Trading Corporation of India Ltd., STC TRADE CENTRE A-29, Thiru-Vi-Ka Industrial Estate Guindy, Chennai 600 032

SUBJECT : UNDERTAKING

Dear Sir,

We,_____(Name of the Organisation), hereby confirm and acknowledge that we have all the statutory required permission(s)/ License(s)/Registration(s) from Appropriate Authority/Government as per latest Govt. of India policies if any, for the performances of supply of SCHOOL BAGS/TRAVEL BAGS/ANY OTHER BAGS.

Thanking you,

Yours faithfully,

Name and signature of the Authorised Person

ANNEXURE- IV

(ON COMPANY'S LETTER HEAD)

To The State Trading Corporation of India Ltd., STC TRADE CENTRE A-29, Thiru-Vi-Ka Industrial Estate Guindy, Chennai 600 032

SUBJECT : UNDERTAKING

Dear Sir,

We,_____(Name of the Organisation), hereby confirm that the Members of Board of Directors and/or its promoters do not have cross-holding/shareholding directly and/or indirectly any manner whatsoever in other Company applied for empanelment against this Empanelment notice no. ______ dated _____.

Thanking you,

Yours faithfully,

Name and signature of the Authorised Person