



**Corporate Office:
Jawahar Vyapar Bhawan, Tolstoy Marg
New Delhi-110 001**

INVITES

GLOBAL EXPRESSION OF INTEREST

No. STC/CO/EOI/UIC RAIL/2016-17

Dated 29.11.2017

For

*Empanelment of Associate Manufacturers for supply of UIC 60 Kg
Class A Rails of 25 m or 26 m lengths to Indian Railways*

EXPRESSION OF INTEREST

For Empanelment of Associate Manufacturers for supply of UIC 60 KG Class A Rails of 25 m or 26 m lengths to Indian Railways

1. **GENERAL:**

The STC of India Limited is a Govt. Company, registered under The Companies Act, 2013 (under the administrative control of the Ministry of Commerce and Industry), having Corporate Office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110 001 (hereinafter called 'STC'). The company is actively engaged since 1956 in International and domestic trading of various commodities/products. STC has achieved a business turnover of Rs.14,397 Cr during 2014-15 and a business turnover of Rs.10,479 Cr in 2015-16.

STC has a strong nation-wide presence with offices covering all the port towns/cities of India and consumption centre (s). STC has highly experienced manpower with expertise spread across diversified sector/commodities. STC has a long standing track record of more than 60 years providing excellent service to both suppliers and consumers.

STC has recently executed an export order of 1,30,000 MT of UIC-60 rails and 20,000 MT of Head Hardened Rails, 60E1-Grade to a buyer in Persian Gulf and another contract for export of 1,00,000 MT UIC-60 rails is to be executed shortly.

The objective of this EOI is to have a tie up with a reputed international manufacturer(s) of UIC-60 rails for supply to Indian Railways, Government of India who have come out with a tender for procurement of 7.17 Lac MT of UIC 60 Kg Class A Rails of 25m or 26m lengths.

Hence, STC hereby invites **Expression of Interest (EOI)** through e-procure portal (www.eprocure.gov.in) for Empanelment of Manufacturer (s) of UIC 60Kg Class A Rails of 25m or 26m lengths who fulfill the below eligibility criteria.

2. **PRE-QUALIFICATION CRITERIA OF APPLICANTS:**

The manufacturers who express interest to supply UIC 60Kg Class A Rails of 25m or 26m lengths to Indian Railways according to the general technical specifications and reference standards as per "Annexure-II" of this EOI should meet the following Eligibility criteria: -

- 2.1 The Applicant Company/Firm should have experience with good track record and the capability of manufacturing of UIC 60kg or 60E1 rails (880 grade or higher) for at least last seven years i.e. 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17.
- 2.2 The Applicant Company/Firm should have supplied a minimum of 10,75,500 MT UIC 60kg or 60E1 rails (880 grade or higher) during five years period comprising 2010-11, 2011-12, 2012-13, 2013-14 and 2014-15 (i.e. period from 01.04.2010 to 31.03.2015) to passenger traffic/mixed traffic carrying railway systems in

operation. These rails should be in use for more than two years on such railway systems in operation and performance found satisfactory for which a certificate of satisfactory performance issued by respective railway systems should be submitted by the applicant.

- 2.3 A minimum of 7,17,000 MT of rails including minimum 3,58,500 MT UIC 60kg or 60E1 rails (880 grade or higher) per annum should have been supplied by the applicant to any of the railway systems in operation in each year during the last two years i.e. from 01.04.2015 to 31.03.2017. The Applicant has to submit Copies of proof in support of supplies.
- 2.4 In case manufacturing facility is located outside the purchaser's country, then applicant should have exported a minimum of 7,17,000 MT rails to any railway system(s) in operation in last two years, i.e. from 01.04.2015 to 31.03.2017.
- 2.5 The Applicant Company/Firm should give an undertaking for availability of requisite machinery and manufacturing facility for complying provisions of Para-21 of IRS:T-12/2009 for producing rails conforming to the level of hydrogen content stipulated therein. The Applicant to clearly mention the plant(s) total production capacity on per month & per annum basis and also furnish some documentary proof for the same. The format of the same which is given in Annexure V & VI of this EOI must be duly signed and stamped.
- 2.6 The applicant shall submit an undertaking (as per Annexure-IV of this EOI) to the effect that it has not been blacklisted, debarred or banned by any government or state agency as on date.
- 2.7 The applicant shall have to submit a Solvency Certificate from a scheduled bank / private bank for a minimum amount of INR 4000 Million or equivalent US \$. Reference Rate published by Reserve Bank of India (RBI) as on the date of this EOI shall be used for conversion.
- 2.8 Applicants to submit copies of Audited P&L accounts & Balance Sheets along with Audit Report of the Company/Firm for the last three financial years i.e.2014-15, 2015-16 & 2016-17 duly attested by a Chartered Accountant or equivalent.
- 2.9 The Applicant Company/Firm should have the experience of handling and shipping cargoes on FOB/CIF basis which include port operations and should also include responsibility for shortage, pre-payment of freights out of its own resources, Custom/Port clearance etc. Applicant to furnish their Company/Firm profile, details of their clients, tonnages, value, Purchase Order, etc.
- 2.10 Applicant to submit Empanelment format as per "Annexure-I" along with a certified copy of Board Resolution/registered Deed of partnership authorizing person to sign the empanelment form.

3. SCOPE OF THE WORK:

- 3.1 The Empaneled manufacturer will form part of STC's panel which will act as back up manufacturer for STC from amongst which STC expects to execute contracts of

supply to Indian Railways. The manufacturers will be required to strictly adhere to contractual product specifications and delivery parameters.

- 3.2 The Empanelled manufacturer shall accept all the terms and conditions of the contract with STC's buyer/customer on back to back basis and deliver the products in the required manner keeping STC indemnified against all losses/ costs/ consequences and other contractual liabilities.
- 3.3 STC would quote the rates to Indian Railways on the basis of rates offered by the Manufacturer to STC after adding a Trading Margin of STC.
- 3.4 STC shall release payment to manufacturer within three working days after receipt of same from Indian Railways after deduction of Trade margin and other expenses. STC will not be responsible for delayed payments by the Buyer/Indian Railways and no claim for interest due to delay in payments by the buyer will be entertained by STC.
- 3.5 The Empanelled manufacturer shall undertake to abide by the statutory requirements and guidelines and policies of the Government of India from time to time including but not restricted to supply of UIC 60Kg Class A Rails of 25m or 26m lengths.
- 3.6 STC/ its Buyer may opt for Inspection of manufacturing facilities of the Empanelled manufacturer, before entering into Contract. Applicants who meet the requirement of STC/it's Buyer shall only qualify for entering into Contract during the tenure of Empanelment.
- 3.7 It is to be expressly understood and agreed by the applicants that STC shall be entering into Contracts for and on behalf of its buyer based on their specific indents. Accordingly, in case any deductions are made from the bills of STC by its buyer on account of deviations in the specifications, quality/quantity claims, delayed delivery or due to short-landing at unloading destination ports, the amount will be adjusted out of outstanding dues of Empanelled manufacturers.
- 3.8 The Empaneled manufacturer shall keep STC indemnified at all times against any claims, liabilities, proceedings etc. from the STC's buyer or otherwise arising out of or in connection with any of the terms and conditions of this EOI & subsequent agreements/contracts, if any. Applicant shall submit an undertaking to the said effect at the time of entering into Contracts with STC.

Note: *The Applicant shall be considered for Empanelment based on their financial performance, audited records and their qualification under PQ criteria.*

4. PROCESSING FEES:

The Applicants to submit INR.25,000/- (Indian Rupees Twenty Five Thousand only) or equivalent US \$ towards Non-Refundable EOI Processing charges to STC through RTGS/NEFT/TT or SWIFT to STC's account as per following bank details.

Name of account holder : The State Trading Corporation of India Limited

Name of the Bank : IndusInd Bank Limited, Barakhamba Road, New Delhi

A/c No : 200000550077
IFSC Code : INDB0000005
SWIFT Code : INDBINBBNDH
BSR Code : 6380006
AD Code : 6380006-2900009

Remarks: STC EOI for supply of UIC 60Kg Class A Rails of 25m or 26m lengths.

In case of remittance through RTGS/NEFT/TT/SWIFT, Applicant to submit documentary proof for the said remittance along with Techno Bid.

5. PERFORMANCE BANK GUARANTEE (PBG):

In the event of STC being awarded the contract of supply the selected manufacturer shall have to submit Performance Bank Guarantee (PBG) @10% of the CIF value of the Contract before signing of the contract (as and when demanded by STC) for supply of rails and shall have to bear the costs (if any) which STC shall incur for submission of PBG/Security Deposit to the Indian Railways. The applicant confirms to keep the PBG valid for the period desired by STC/ Purchaser.

6. INTEGRITY PACT:

6.1 The manufacturer will be required to sign Integrity Pact with STC.

6.2 A copy of the IP is enclosed at **Annexure- III**, which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link <http://www.stclimited.co.in/corporate-commitments/integrity-pact.aspx>

6.3 It will be assumed that all prospective applicants have gone through the Integrity pact and have no objections whatsoever in signing the contract.

6.4 All the applicants and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.

6.5 The IP shall be executed on a plain paper and duly signed & stamped on each page by the same signatory who signs the EOI document.

6.6 The Independent External Monitors (IEMs) for this EOI shall be Mr. _____ and Mr. _____. All correspondence to IEMs regarding implementation of IP may be addressed to: Mr (Name of IEM), IEM, C/o Chairman & Managing Director, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001. (Names of IEMs are under finalization and shall be uploaded on website in due course of time)

7. DELIVERY SCHEDULE:

Delivery to commence as early as possible and to be completed in 12 (twelve) months from the Opening of Letter of Credit. 10% of the ordered quantity should preferably be delivered within 1st quarter of opening of letter of credit and balance order shall be supplied at the rate of 30% in the three subsequent quarters. The Purchaser attaches the

utmost importance to timely deliveries and requests the manufacturers to take note of the liquidated damages as are applicable in case of delays in supplies.

8. **LIQUIDATED DAMAGES:**

The liquidated damages are applicable at the rate of 2 percent of the price of any stores/quantity/product which the manufacturer has failed to deliver as aforesaid for each and every month (part of month treated as a whole month) during which the stores/quantity/product may not be ready for delivery, subject to a limit of 10% of the contract value. Provided, however, that if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the Purchaser may in his discretion allow such additional time as he may consider to have been required by the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid.

9. **DEFAULT:**

In case of any default in execution of the contract, the STC reserves the right to forfeit the 10% PBG / Security Deposit submitted by the manufacturer. If during the term of the contract, the applicant is in default of the due and faithful performance of its obligations under the contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the applicant, STC shall, without prejudice to its other rights and remedies hereunder or at the Applicable law, be entitled to call in, retain and appropriate the performance Bank Guarantee/Security deposit.

Nothing herein mentioned or in any contract or any waiver or delays on part of STC/Buyer shall debar STC from recovering from the applicant by a suit or any other means, any such losses, damages, costs, charges and expenses as aforesaid, in case, the same shall exceed the amount of the Bank Guarantee.

The Performance Security or Bank Guarantee shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the STC. The Performance Guarantee or Security Deposit shall be returned to the applicant by the STC after days following the Completion Date or Termination Date of the Contract provided that there are no outstanding claims of the STC on the applicant.

10. **AUTHORIZATION TO STC**

The manufacturer willing to work with STC for supply of UIC 60Kg Class A Rails of 25m or 26m lengths to Indian Railways must issue Authorization Letter as per **Annexure-V** to STC for participation in the enquiry floated by Indian Railways.

11. **SUBMISSION OF APPLICATION:**

Interested manufacturers are required to submit their applications as “Technical Bid”:

11.1- PRE-QUALIFICATION DOCUMENTS TO BE SUBMITTED AS PART OF TECHNICAL BID:

Applicant to submit scanned copy (in pdf format) of duly filled Vendor Empanelment Form as per Annexure-I along with a certified copy of Board Resolution/Authority Letter authorizing person to sign the Vendor Empanelment Form **electronically** through e-Procurement Portal of NIC (www.eprocure.gov.in.) as 'Technical Bid'.

Applicant to submit latest Credit Rating Report of their Company/Firm issued by a Reputed Credit Rating Agency like **Dun & Bradstreet (D&B), MOODYs, S&P etc.** The Credit Rating Report should not be more than 6 months old as on the date of submission of applications and should be of minimum Satisfactory or Equivalent.

The following documents are mandatorily required to be submitted in **physical mode** in a sealed envelope:-

- i) Duly filled Empanelment Form as per Annexure-I along with a certified copy of Board Resolution/Registered Partnership Deed in case of Company/Firm respectively authorizing person to sign the Vendor Empanelment Form
- ii) Company/Firm profile, details of clients, tonnages, value, Purchase Order, etc.
- iii) Details of plant(s) production capacity on per month & per annum basis along with Documentary proof for having in-House facilities for manufacture of UIC Rails
- iv) Copies of Audited P&L Accounts & Balance Sheets along with Audit Report of the Company/Firm for the last three financial years duly attested by a Chartered Accountant.
- v) Copies of Certificate of Incorporation of Company/ Registration of Firm, Articles of Association, Memorandum of Association/ Registered Partnership deed, List of Directors.
- vi) Copy of valid IEC certificate.
- vii) Copy of Credit Rating Report of the Company/Firm
- viii) Bank Reference Report of the Company/Firm.
- ix) Banking details
- x) Solvency Certificate for INR 4000 Million or equivalent USD.
- xi) List of pending disputes in courts/tribunals/various statutory or administrative settlement ministries.
- xii) Signed and Stamped copy of EOI
- xiii) Demand Draft of Rs. 25,000/- or Documentary proof for remittance by RTGS/NEFT/TT/SWIFT towards Processing charges
- xiv) Any other supporting document

The Envelopes are to be dropped in tender box kept conspicuously on the Ground Floor (Main Reception) of STC before closing time and date. The Envelopes should be addressed to Mr. Akhil Mathur, Deputy General Manager Marketing, STC Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110 001, India superscribed with Name & address of the Applicant, EOI No. & due date of opening. **STC will NOT accept facsimile or email responses.**

12. EVALUATION MECHANISM:

The Pre-Qualification documents submitted by the Applicants shall be scrutinized by STC as per requirements & terms of EOI.

Based on the scrutiny of documents, the applicants shall be declared technically qualified and the name of those applicants who qualify the technical bids will be uploaded on portal.

13. VALIDITY OF APPLICATIONS:

The Applications should be kept valid for a period of one year from the opening of EOI for acceptance/confirmation by STC. Application once submitted to STC cannot be withdrawn during its validity.

14. LAST DATE FOR SUBMISSION OF EXPRESSION OF INTEREST

The due date & time for submission of the Expression of Interest is **1200 hours (IST) of 13.12.2017.**

STC reserves the right to extend the date for Expression of Interest. Any EOI received after the due date and time shall not be considered for empanelment.

No press advertisement shall be issued for the updation/ Corrigendum/ Addendum. Applicants are advised to regularly visit STC website <http://www.stclimited.co.in/> for updates regarding the subject EOI.

15. OTHER TERMS & CONDITIONS:

15.1 STC reserves the right to empanel more than one manufacturer in the panel.

15.2 The Indian Railways tender no.TKP-2 of 2017 for procurement of UIC 60 Rail is a part & parcel of this EOI no. STC/CO/EOI/UIC RAIL/2016-17. The Indian Railways tender can be downloaded from www.indianrailways.gov.in. The manufacturer shall give a declaration on company's letterhead accepting all the terms and conditions of the Indian Railways tender or can submit signed and stamped copy of the tender document.

15.3 The Applicant shall accept all the terms and conditions of the future enquiries which would be floated by STC from time to time. The manufacturers shall furnish EMD/Bank Guarantees, as required, to STC.

15.4 Whenever required, the applicant would be required to submit the quotes on FOB (Seller Port)/CFR.

15.5 The applicant can also be asked to furnish additional information/confirmation in connection with verification of the documents submitted by the applicant, if deemed necessary.

15.6 The above terms and conditions shall have to be considered by the applicant in totality and the EOI containing incomplete documents & not complying with the above conditions shall be summarily rejected.

15.7 The shortlisted applicant shall ensure compliance of all the Government regulations/ statutes/ conventions/policies/guidelines/orders etc., in force related to any or all of the activities covered in the manufacturing of UIC rails.

15.8 STC reserves the right not to accept the lowest or any bids.

15.9 STC does not ensure any confirmed business against this EOI and shall not be liable for the same.

15.10 STC reserves the right to:

- (i) Issue written amendments to this EOI, including varying the specified requirements.
- (ii) Suspend or cancel this empanelment process, in whole or in part, at any stage prior to completion of contract negotiations, without incurring any liability.
- (iii) Accept or decline any or all responses.
- (iv) Not to give any reason for any rejection of any respondent or response, or for any suspension or cancellation of this empanelment process.
- (v) Select or shortlist of any number of responses on any basis and enter into negotiations with any shortlisted applicants.
- (vi) Alter any date or time in the process.

15.11 Applicant to submit complete set of Expression of Interest (EOI) document along with Annexure duly signed and stamped at each page as a token of acceptance of all terms and conditions of EOI

16. VALIDITY OF EOI:

The validity of this Panel would be initially for a period of One year from the date of confirmation by STC & may be extended for a further period of one year depending upon the performance of the applicant, at the sole discretion of STC.

STC reserves the right to remove any applicant from the panel of selected manufacturer with immediate effect without giving any reason including the lowest offer. STC is not bound to accept the lowest offer.

STC also reserves the right to empanel/add more manufacturers in the panel within the validity of Empanelment at the sole discretion of STC.

17. APPLICABLE LAW AND JURISDICTION

The work of Firm/company/Manufacturer will be governed by the laws and procedures established by the Government of India, within the framework of applicable legislation and enactment/amendments made from time to time. All the legal disputes between STC and the agency/surveyor shall be governed by the courts/tribunals/forums situated in Delhi which shall have the exclusive jurisdiction, to entertain such disputes.

18. INSTRUCTION TO BIDDERS

18.1 Applications shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in/eprocure).

- 18.2 For submission of e- applications, applicants are required to get themselves registered with NIC's Central Public Procurement (CPP) Portal (<http://eprocure.gov.in/eprocure>) using Class-II/Class-III Digital Signature Certificate. All the details mentioned during registration enrolment process should be correct/true. Bidders have to abide by all the terms & conditions mentioned during registration process.
- 18.3 The financial instrument such as Processing Fees, EMD etc. must be received in STC's account before closure of Technical Bid. The details of financial instrument entered during e-bid submission should tally with STC's account statement.
- 18.4 Bidders are required to upload soft copies of all the relevant documents mentioned at Serial No. 11 above.
- 18.5 Bidders are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of CPP).
- 18.6 A bidder may modify, substitute or withdraw its e-bid after submission but before the last date and time of bid submission.
- 18.7 For modification of e-applications, bidder has to detach its old proposal from e-tendering portal and upload/ resubmit digitally signed modified bid as stated above.
- 18.8 No bids shall be modified, substituted or withdrawn by the bidder on or after the closing date and time of bid submission.
- 18.9 STC may ask the applicants to submit any or all the documents in original for verification as submitted as part of their online bid anytime during the bid process.
- 18.10 For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in/eprocure), bidders may contact CPP Portal Helpdesk on Tel Nos 1800-3070-232, 91-7872007972, 91-7878007973010.

19. INDEMNITY

- 16.1 The Firm/company/Manufacturer will indemnify STC of all legal/other obligations of its professionals/employees deployed for STC work.
- 16.2 STC also stand absolved of any liability on account of fraud or breach of trust caused by the Firm/company/Manufacturer employees deployed for the performance of work and also for any damages or compensation due to any dispute between the Firm/company and its employees.
- 16.3 STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any third party or Firm/company/Manufacturer deployed employees.
- 16.4 The Firm/company/Manufacturer also undertake to keep STC harmless and indemnified from any loss or costs resultant from any decree obtained against the firm having tendency to be enforced against the STC. Also, the STC shall be indemnified, from any consequential action taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for on behalf of Firm/company/Manufacturer, to the extent of cost/legal expenses/interest imposed upon.

20. SUB-CONTRACTING

No Sub-contracting by the Firm/company/Manufacturer shall be accepted. Any sub-contracting shall be treated as breach of the terms and conditions of EOI/Contract between parties agreement, as the consequence of which the security deposit, if any, shall be forfeited in addition to right of termination of the contractual relations with such Firm/company/Manufacturer at the sole discretion of STC.

21. REQUEST FOR CLARIFICATION ON EXPRESSION OF INTEREST

Any clarification desired by applicants must reach STC latest by **1200 Hours (IST) of 12.12.2017**. Any request thereafter would not be entertained.

22. OWNERSHIP OF EOI DOCUMENTS AND INFORMATION THEREIN

All Expression of Interest documents will become the property of STC upon submission. 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 Applicant'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 and access to such information will be determined under the RTI Act.

23. NO CONTRACTUAL OBLIGATION

STC is not bound contractually or in any other way to any Applicant to this Expression of Interest. STC is not liable for any costs of compensation in relation to this Expression of Interest or any offer by the 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.

24. SHORTLISTING/SELECTION OF APPLICANTS

Quotes for Highest Trading Margin to STC will be invited from the empanelled manufacturer(s) who qualify technical bid under the EOI. Bids as received from the manufacturers shall be placed in the order of their hierarchy from High to Low. Manufacturer quoting highest trading margin to STC shall be declared as H-1 and would be given preference for forming consortium of associate manufactureres for Indian Railways tender.

25. DISCLAIMER

The issue of this document does not in any way commit or otherwise obliges STC to proceed with all or any part of the empanelment process.

This EOI Request is not the subject of any process contract or any contractual obligations between STC and Prospective manufacturers/Applicant. STC may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to

the Prospective manufacturers/Applicant. STC reserves the right to consider or reject any offer/EOI at any point of time without assigning any reasons whatsoever.

(Akhil Mathur)
Deputy General Manager
Telephone: +91 11 23701038 / 23462129/23313177
Email: akhil@stclimited.co.in

EMPANELMENT FORMAT

To

The Chief General Manager (Marketing),
The State Trading Corporation of India Limited,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi

Dear Sir,

With reference to your Expression of Interest (EOI) No. STC/CO/EOI/UIC RAIL/2016-17 dated 29.11.2017 inviting applications for Empanelment of Associate Manufacturers for supply of UIC 60Kg Class A Rails of 25m or 26m lengths to Indian Railways, we hereby submit our application for your consideration as under:-

1	NAME OF THE APPLICANT	
	COMPLETE ADDRESS FOR CORRESPONDENCE	
	PLACE OF REGISTRATION	
	PRINCIPAL PLACE OF BUSINESS	
	YEAR OF ESTABLISHMENT	
	NAME OF CONTACT PERSON(S)	
	PHONE NO(S)	
	MOBILE NO(S)	
	FAX NO(S)	
	E-MAIL ADDRESS(S)	

2	DD of 31,000 USD towards Earnest Money Deposit or Documentary proof for RTGS/NEFT remittance	Attached	Not attached
3	DD of Rs. 10,000/- towards Processing charges or Documentary proof for RTGS/NEFT remittance	Attached	Not attached
4	Details of Supply undertaken	(Units)	Value (USD)
	In the year 2014-15		
	In the year 2015-16		
	In the year 2016-17		
5	Company/Firm profile, details of clients, tonnages, value, Purchase Order, etc	Attached	Not attached
6	Details of plant(s) production capacity on per month & per annum basis along with Documentary proof for having In-House facilities for manufacture of Steel plates	Attached	Not attached
7	Copies of Audited P&L Accounts, Balance Sheets and Audit Report of the Company/Firm for the last three financial years duly attested by a Chartered Accountant.	Attached	Not attached
08	Copies of Certificate of Incorporation of Company, Certificate of Registration of Firm, Article of Association, Memorandum of Association/ Registered Partnership deed, List of Directors	Attached	Not attached
09	Copy of valid IEC certificate	Attached	Not attached
10	Copy of Credit Rating Report of the Company/Firm	Attached	Not attached
11	Bank Reference Report of the Company/Firm.	Attached	Not attached
12	Banking details	Attached	Not attached
13	Solvency Certificate	Accepted	Not accepted

14	List of pending disputes	Attached	Not attached
15	Duly accepted Signed and Stamped copy of EOI	Attached	Not attached
16	Any other supporting document	Attached	Not attached
17	Any other document, as asked for in the EOI.		

(**)Please use extra sheet, if more space is required.

It is hereby 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 above information is found to be incorrect our EOI shall be liable for rejection by STC.

We further confirm that we have gone through all the Terms and Conditions of STC's EOI No. STC/CO/EOI/UIC RAIL2016-17 dated 29.11.2017 and are acceptable to us without any condition/deviation.

Date:
Place:

Signatures:
Name & Designation:
Company Seal
(As per the Board Resolution passed in the meeting held on ____)

TECHNICAL SPECIFICATION FOR 880 GRADE RAILS

1. Rails shall meet the requirements for 880 Grade specified in Indian Railway Standard Specification for Flat Bottom Rails, IRS:T-12/2009 with amendments issued from time to time with following superseding stipulations:
 - a. One set of each of Qualifying Criteria Tests (QCT) stipulated in Para 13 of IRS:T12/2009 shall be done for 880 grade 60kg UIC rail section to be supplied by the rail manufacturer to Indian Railways (IR) after any change in the process of manufacture which may affect the results and one set of QCT for first 25,000MT of rails produced for IR followed by another set of QCT for second 25,000MT of rails produced for IR, and thereafter one set of QCT for each 50,000 MT or part thereof of rails produced for IR subject to minimum three sets.

The test shall be undertaken by the supplier to demonstrate compliance with the qualifying criteria. The purchaser/Inspecting Agency should be provided all facilities to check the sample and witness the test. In case any sample fails to meet the requirements laid in IRS:T-12/2009, the rail manufacturer shall review its process of rail manufacturing to eliminate any shortcoming and fresh qualifying criteria tests shall be undertaken on rails rolled subsequently under intimation to the purchaser duly bringing out the shortcomings identified and details of necessary remedial measures taken to resolve such shortcomings.

- b. Determination of Hydrogen content shall be done as per Para 21 of IRS:T-12/2009 and shall be measured in liquid steel in tundish or mould by On-Line/Instantaneous method only.
 - c. Running surface hardness shall be determined as per Para 19.1 of IRS:T-12/2009 and shall be minimum 260 BHN.
 - d. Retests for Hardness and Inclusion Rating shall be similar to that stipulated for Tensile Test mentioned in Para 17.1.4 of IRS:T-12/2009.
 - e. Hardness and Yield Strength Tests shall be carried out as per Para 19.1 and 17.1 respectively of IRS:T-12/2009 with extent of test as under: For casts/heats < 150T, one test per cast/heat For casts/heats > 150T, two tests per cast/heat, one sample taken from first half of the cast and the other from the second half and different strand.
 - f. The standard length of rail shall be 25 meters or 26 meters. The manufacturer shall be entitled to supply in pairs of short lengths up to 10% by weight of the quantity contracted for or ordered. Shorter lengths shall not be less than 23m in lengths for 25m and 24m in lengths of rail for 26m. Short lengths shall be in multiples of 1.0m. Allowable tolerance in length shall be +20mm and -10mm.
2. Visual Examination and Dimensional Check of rails as per Para 8, 9, 10.1, 10.5.1, 10.5.3, 10.6 & 10.7 of IRS:T-12/2009 as amended and special technical conditions (Rail length, Section, Dimensions check, straightness, End Straightness (Class _A'), End Squareness, Freedom from defects, Brand marking, Hot stamping, Cold punching, Colour coding, Weight etc.) by Inspecting Agency:-

Inspection shall be carried out on randomly selected rails from every heat of the offered lot as per IS 2500 (Part 1) : 2000 (Table 1-General Inspection Level-III, Table 3-B -Double Sampling Plan for tightened inspection, Acceptance Quality Limit (AQL):0.25).

3. Lot size of rails to be offered by Rail Manufacturer for inspection to Inspecting Agency nominated by the Purchaser shall not be less than 5,000MT subjected to maximum 14,000MT. The restriction of minimum size of the lot will not be applicable for the last lot of the ordered quantity of rails offered for inspection.
4. Documentation proforma shall be developed by the rail manufacturer so that all the details of rail manufacturing processes and parameters as mentioned in the 'Testing and Inspection Regime' are recorded properly. Copy of such proforma shall be submitted to 'Process Approving Agency' nominated by purchaser for clearance.
5. Equipment/System installed for on-line/instantaneous measurement of Hydrogen content in liquid steel as per Para 21.1(a) of IRS:T-12/2009 should have the facility of storage of test results in electronic form and shall be retrievable for verification whenever required by Purchaser/Process Approving Agency/ Inspecting Agency during inspection.
6. 880 grade of rails stipulated in IRS:T-12/2009 are rails without any heat treatment.

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

Preamble

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

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

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

Section 1 – Commitments of STC

- (1) STC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b. STC will, during the tender process treat all bidder(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. STC will exclude from the process all known prejudiced persons.
- (2) If STC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, STC will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

Section 2 – Commitments of the Bidder.

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

- a. The Bidder will not, directly or through any other person or firm, offer, promise or give to any of STC's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder will not commit any offence under the relevant IPC/PC Act. Further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by STC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
 - e. The Bidder will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

Section 4 - Compensation for Damages and Forfeiture of EMD

- (1) If STC disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, STC shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.

- (2) If STC terminates the contract according to Section 3, or if STC is entitled to terminate the contract according to Section 3, STC shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor /Monitors

- (1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.
- (3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.
- (4) STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor nhas 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

UNDERTAKING

(To be submitted in Rs 100/- Non-Judicial Stamp Paper)

Ref. EOI No. STC/CO/EOI/UIC RAIL/2016-17 dated 29.11.2017

To

The Chief General Manager (Marketing),
The State Trading Corporation of India Limited,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi

WE, [insert name and address/registered office of bidder} hereby IRREVOCABLY UNDERTAKE that we or our subsidiaries/parent Company/Firm/sister concern/associated concerns have not been blacklisted/banned by Government of India or by any Government Undertaking in India and if the same is found to be false, then STC shall be free to take any decision, in addition to what is stated under Clause No. 2.6 of the EOI, against us extending upto blacklisting and suit for damages and other legal remedies available with it.

Solemnly affirmed & undertaken on this [] day of _____

(Name and Signature of the Applicant)

Place: _____

Date: _____

Note: The signature under this document if signed by a partnership firm, the same to be signed by all.

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....

Dated.....

To,

THE PRESIDENT OF INDIA, acting through the Director/Track(P), Ministry of Railways,
(Railway Board), New Delhi-110001.

Dear Sir,

Subject.-Director/Track(P), Ministry of Railways Tender No.....,
we.....established and reputable manufacturers of..... having
factories at.....do hereby authorize M/s.....(Name and
address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with
you against Tender No.....

No company/firm or individual other than M/s.....are authorised to
represent us in regard to this business against this specific tender.

Yours faithfully,

(NAME)
(Name of Manufacturers)

for & on behalf of M/s.....

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and
should be signed by a person competent and having the power of attorney to bind the
manufacturer.

ANNEXURE—VI

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

EOI No.....Date of opening.....Time.....Hours.

Name of the Firm

(Note_All details required only for the items tendered)

1. Name & full address of the firm
2. Telephone & Telex No. Office/Factory/Works
3. Telegraphic address
4. Location of the manufacturing factory
5. Details of Industrial Licence, wherever required as per statutory regulations
6. Details of plant & machinery erected and functioning in each Deptt. (Monographs & description pamphlets be supplied if available).
7. Details of the process of manufacture in the factory in brief
8. Details & stocks of raw material held
9. Production capacity of item (s) quoted for, with the existing plant & machinery
 - 9.1 Normal
 - 9.2 Maximum -
10. Details of arrangement for quality control of products such as laboratory, testing Equipment etc.
11. Details of staff
 - 11.1 Details of technical supervisory staff-in-charge of production & quality control
 - 11.2 Skilled labour employed
 - 11.3 Unskilled labour employed
 - 11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
12. Whether stores are tested to any standard specification, if so, copies of original test certificate should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies & Disposals, New Delhi, INDIA, • If so, furnish full particulars of registration, period of currency etc.
14. Are you a Small Scale Unit, registered with the National Small Industries Corporation Ltd., New Delhi, INDIA. If so, furnish full particulars of registration, currency period etc.

Signature and seal of the
Manufacturer Bidder

ANNEXURE—VI

PROFORMA FOR PERFORMANCE STATEMENT

EOI No.....Date of opening.....Time.....Hours

Name of the firm.....

Sno.	Order placed by (Full address of Purchaser)	Order No. and date	Description, Specifications/Norms and quantity of stores ordered		Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the goods been satisfactorily delivered and is it giving trouble free service?
			Indigenous supply Qty.	Export supply Qty.		As per contract	Actual		

Signature and seal of *Manufacturer/Bidder*