



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

**INVITES**

**EXPRESSION OF INTEREST**

***No. STC/CO/EOI/Export of Carbon Steel Plates & Coils/2016-17  
Dated 21.02.2017***

***For***

***Empanelment of Associate Manufacturers for supply of Carbon Steel  
Plates & Coils for export to Persian Gulf countries***

## EXPRESSION OF INTEREST

*For Empanelment of Associate Manufacturers for supply of Carbon Steel Plates & Coils for export to Persian Gulf countries*

### 1. **GENERAL:**

The STC of India Limited is a Govt. Company, registered under The Companies Act, 1956 (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 engaged in International and Domestic trading of various commodities/products. STC has actively undertaken export of manufactured steel products and is looking to associate with a reputed steel manufacturer(s) for existing markets as well as exploring new markets for this line of business.

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 hereby invites **Expression of Interest (EOI)** through E-procure portal under Two-Bid System for Empanelment of Manufacturers of Steel Plates & Coils who fulfills the eligibility criteria.

The EOI document can be obtained from the office of Sh. Virender Bejgotra, Manager (Marketing), 6th Floor, STC, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi on written request on the letter head of the company/firm and can also be downloaded from STC's websites i.e. [www.stclimited.co.in](http://www.stclimited.co.in), [www.tenders.gov.in](http://www.tenders.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). **Corrigendum/Addendum, if any, shall be published only on these websites.**

### 2. **OBJECTIVE:**

STC intends to build a sound supply base for export of Carbon Steel Plates & Coils to existing as well as new markets. Hence, applications are invited from reputed steel manufacturer(s) under Two-Bid System for Empanelment with STC to work under Back to Back Arrangement basis.

### 3. **SCOPE OF THE WORK:**

3.1 The Empaneled manufacturer will form part of STC's standing panel which will act as back up manufacturers for STC from amongst which STC expects to regularly execute contracts of supply. The manufacturers will be required to strictly adhere to contractual product specifications and delivery parameters.

3.3 The Empaneled manufacturer shall accept all the terms and conditions of the contract with STC's foreign 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.

- 3.4 STC would quote the rates to Buyer(s) on the basis of rates offered by the Manufacturer to STC after adding a Trading Margin of STC. For existing contracts, the prevailing dynamic rates derived from an international price index like MBR shall apply (to be revised every quarter) and the Empanelled manufacturer would be asked to confirm acceptance to the same, in due course of time as and when required.
- 3.6 The manufacturer 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.
- 3.7 STC shall release payment to manufacturer within three working days after receipt of same from foreign buyer after deduction of Trade margin and other expenses. STC will not be responsible for delayed payments by the foreign Buyer and no claim for interest due to delay in payments by the foreign buyer will be entertained by STC.
- 3.8 Any loss due to Fluctuation in foreign currency exchange rate will be to the account of Supplier and any gain due to fluctuation in foreign currency exchange rate will be to the account of STC (if applicable).
- 3.9 The Empaneled manufacturer shall ensure compliance of all government legislations, policies, guidelines, orders etc. related to above activities/commodities.
- 3.10 The Empaneled manufacturer shall undertake to abide by the statutory requirements and guidelines and policies of the Indian Government from time to time including but not restricted to Export of Carbon Steel plates and Coils.
- 3.11 STC/ its Buyer may opt for Inspection of manufacturing facilities of the Empaneled 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.
- 3.12 It is to be expressly understood and agreed by the applicants that STC shall be entering into Contracts for and on behalf of its End Customers based on their specific indents. Accordingly, in case any deductions are made from the bills of STC by its Customers 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 Empaneled manufacturers.
- 3.13 On finalizing of Contract with the Buyer, STC shall enter into a Back to Back Agreement with Manufacturer wherein detailed Scope of Work and other Terms and conditions shall be mentioned.
- 3.14 The basic terms of order received by STC from Buyer shall mutatis mutandis apply in the Back-to-Back contract between STC and the Empaneled Manufacturer.
- 3.15 The Empaneled manufacturer shall keep STC indemnified at all times against any claims, liabilities, proceedings etc. from the STC's Associate buyer or otherwise

arising out of or in connection with any of the terms and conditions of this EOI & subsequent agreements, if any. Applicant shall submit an undertaking to the said effect at the time of entering into Contracts with STC.

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

The manufacturers who express interest in supplying carbon steel plates & coils according to the general technical specifications and reference standards as per “Annexure-II” of this EOI for export to Persian Gulf countries should meet the following terms and conditions: -

- 4.1 Applicant to submit Vendor Empanelment format as per “Annexure-I” along with a certified copy of Board Resolution/Authority Letter authorizing person to sign the vendor empanelment form.
- 4.2 The Applicant Company/Firm should have experience with good track record and the capability of manufacturing, handling and shipping cargoes on FOB 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.
- 4.3 The Applicant Company/Firm should be a regular manufacturer of hot rolled carbon steel plates & coils. Applicants should have necessary in-House facilities for manufacturing of minimum 50,000 MT to 80,000 MT per month Steel plates meeting all technical specifications & reference standards as per Annexure-II. 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.
- 4.4 The Applicant Company/Firm should have exported at least 1,00,000 MT steel plates in one of the last three financial years i.e. 2014-15, 2015-16 and 2016-17. Applicant to submit Copies of B/L in support of exports undertaken by the Applicant.
- 4.5 The Applicant should have warehouse facilities for maintaining the stock of item in order to ensure smooth & uninterrupted regular supplies. Applicant to submit documentary proof for the same.
- 4.6 The Applicant Company/Firm should have a turnover of minimum Rs.5000 Crore. 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. 2013-14, 2014-15, 2015-16 duly attested by a Chartered Accountant.
- 4.7 Applicant to submit copies of Certificate of Incorporation of Company/ Registration of Firm, Articles of Association, Memorandum of Association/ Partnership deed, List of Directors.
- 4.8 Applicant should have a valid PAN No., TIN No., CST No., Excise No., Manufacturing License issued by Competent Authority(s). Applicant to submit copies of Registration Certificates along with the application.

- 4.9 Applicant should have valid IEC certificate. Applicant to submit certified copy of for the same.
- 4.10 Applicant to submit copies of Income Tax Return for last 3 Assessment years duly attested by a Chartered Accountant.
- 4.11 Applicant to submit latest Credit Rating Report of their Company/Firm issued by a Reputed Credit Rating Agency like Dun & Bradstreet (D&B), CRISIL, ICRA, 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.
- 4.12 Applicant to submit latest Bank Reference Report of its company/firm.
- 4.13 Applicant to provide their complete Banking details viz. Name of Bank, Branch address, A/c No., Type of Account, SWIFT Code, IFS Code No., MICR Code, Name of Contact Officer of the Bank along with Designation and contact details. STC reserves the right to obtain Bankers' report of the applicant as per RBI guidelines.
- 4.14 The Applicant shall have to submit a Solvency Certificate from a scheduled nationalized Indian bank / private bank for a minimum amount of Rs.100 Crores or equivalent US\$. Reference Rate published by RBI as on the date of this Empanelment Notice shall be used for conversion.
- 4.15 The Applicant should not have been blacklisted/banned for participation in tenders by any Government Undertaking for supply of the respective item on the date of empanelment. The manufacturer shall have to submit an UNDERTAKING (as per Annexure-V) on a Rs.100/- Non-Judicial Stamp Paper duly Notarised by Notary Public to this effect at the time of application for pre-qualification as well as each time while submitting offer to STC against enquiry. In case of submission of false declaration (found at any stage), such manufacturer shall be disqualified and EMD will be forfeited.
- 4.16 The Applicant shall indicate the pending disputes, if any, with Government/ State/ PSU, if any and shall indicate the pending disputes with the Government/ Companies/Authorities in Persian Gulf countries at the time of submission of EOI as well as each time while submitting offer to STC against enquiry.
- 4.17 Applicant to submit complete set of Expression of Interest (EOI) document along with Annexures duly signed and stamped at each page as a token of acceptance of all terms and conditions of EOI.
- 4.18 For the consideration of STC, the applicant may attach additional information about the company/firm, which they deem will support its credentials in the manufacturing/ export of the respective item e.g. ISO certifications, awards, etc. as well as any fact the concealment of which tantamount to fraud.

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

**5. PROCESSING FEES:**

The Applicants to submit Rs. 1,00,000/- (Indian Rupees One Lac only) towards Non Refundable EOI Processing charges to STC in the form of a demand draft favoring 'The State Trading Corporation of India Ltd.' payable at New Delhi or through RTGS/NEFT 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  
Remarks: STC EOI for supply of Carbon Steel Plates & Coils

In case of remittance through RTGS/NEFT, Applicant to submit documentary proof for the said remittance along with Techno-Commercial Bids.

**6. EARNEST MONEY DEPOSIT:**

The Applicants also have to submit an Interest Free Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Indian Rupees Ten Lac Only) in the form of a demand draft favoring 'The State Trading Corporation of India Ltd.' payable at New Delhi or through RTGS/NEFT to STC's account as per above bank details.

In case of remittance through RTGS/NEFT, Applicant to submit documentary proof for the said remittance along with Techno-Commercial Bids.

The said EMD shall be kept with STC as a Security Deposit till the validity of Empanelment. No Interest shall be paid on the EMD amount. The said EMD amount shall not be adjusted with any payment/EMD/Security Deposit to be submitted by Manufacturer against subsequent supply contracts and shall be refunded to Manufacturer only after expiry of Empanelment/ supply contracts.

In case of Breach of Contract and/or Backing out from the agreed terms of EOI, STC reserves the right to forfeit EMD of Applicant.

STC's decision in this regard shall be final and binding on all the Sellers.

**7. INTEGRITY PACT:**

7.1 In case the value of the contract exceeds Rs. 5 Crores, the manufacturer will also be required to sign Integrity Pact (IP).

7.2 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.stc.gov.in/corporatecommitments/Integrity-pact.aspx>.

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

- 7.4 All the applicants and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- 7.5 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.
- 7.6 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)

## **8. SUBMISSION OF APPLICATION:**

Interested manufacturers are required to submit their applications in TWO BID SYSTEM as “Technical Bid” and “Commercial Bid”:

### **8.1- PRE-QUALIFICATION DOCUMENTS TO BE SUBMITTED AS PART OF TECHNICAL BID (PART A):**

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.](http://www.eprocure.gov.in)) as ‘Technical Bid’.

However, Following Documents are required to be submitted in **physical mode** in a sealed envelope:-

- i) Duly filled Vendor Empanelment Form as per Annexure-I along with a certified copy of Board Resolution/Authority Letter 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 Steel plates.
- iv) Copies of B/L in support of exports undertaken in each of the last three financial years i.e. 2014-15, 2015-16 and 2016-17 (provisional).
- v) Documentary proof for warehouse facilities.
- vi) 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.
- vii) Copies of Certificate of Incorporation of Company/ Registration of Firm, Articles of Association, Memorandum of Association/ Partnership deed, List of Directors.
- viii) Copies of PAN Card, Sales Tax Registration Certificate, Service Tax Registration Certificates, Excise No., Manufacturing License issued by Competent Authority(s).

- ix) Copy of valid IEC certificate.
- x) Copies of Income Tax Return for last 3 Assessment years
- xi) Copy of Credit Rating Report of the Company/Firm
- xii) Bank Reference Report of the Company/Firm.
- xiii) Banking details
- xiv) Solvency Certificate
- xv) Undertaking for Non Blacklisting on Rs.100/- Stamp Paper
- xvi) List of pending disputes
- xvii) Signed and Stamped copy of EOI
- xviii) Demand Draft of Rs. 10,00,000/- or Documentary proof for remittance by RTGS/NEFT towards Earnest Money Deposit
- xix) Demand Draft of Rs. 1,00,000/- or Documentary proof for remittance by RTGS/NEFT towards Processing charges
- xx) Integrity Pact as per Annexure-III
- xxi) 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. R.K. Goel, Chief 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.**

**8.2- COMMERCIAL BID (PART B)**  
*(to be submitted Electronically only):*

Applicant to quote Trade Margin per MT to be charged by STC in terms of percentage of PMT FOB price in their Commercial Bid.

Commercial Bid has to be submitted on the Applicant's Company/Firm's letterhead duly signed and stamped by the authorized signatory as per Annexure-IV (Commercial Bid Format) and has to be mandatorily submitted in electronic mode through e-Procurement Portal of NIC ([www.eprocure.gov.in.](http://www.eprocure.gov.in)) failing which offer is liable to be rejected at sole discretion of STC.

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

**9. EVALUATION MECHANISM:**

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

Subsequently, STC/foreign Buyer shall inspect manufacturing and inspection facilities of the Applicant who qualify Part-A.

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



Commercial Bid (Part-B) of ONLY Technically qualified applicants shall be opened. Rates received as per Commercial Bid of the applicants shall be placed in the order of their hierarchy from High to Low. Applicant quoting highest trading margin shall be declared as H-1 and would be given preference.

STC reserves the right to negotiate with applicants (other than H-1) for matching H-1 rates, in case full requirement cannot be met by H-1 applicant and/or for any other reasons, STC has to source supplies from more than one manufacturer.

**10. VALIDITY OF APPLICATIONS:**

The Applications should be kept valid for a period of 180 days from the opening of EOI for acceptance/confirmation by STC. Application once submitted to STC cannot be withdrawn during its validity.

**11. LAST DATE FOR SUBMISSION OF EXPRESSION OF INTEREST**

The due date & time for submission of the Expression of Interest is **1400 hours (IST) of 15.03.2017.**

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.

**12. OTHER TERMS & CONDITIONS:**

12.1 STC reserves the right to Empanel more than one manufacturer in the panel.

12.2 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.

12.3 Whenever required, the applicant would be required to submit the quotes on FOB (Indian Port)/CFR (main port in Persian Gulf countries) basis.

12.4 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.

12.5 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.

12.6 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 and export of Carbon steel plates and Coils.

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

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

12.9 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.

### **13. VALIDITY OF EOI:**

The validity of this Panel would be initially for a period of Two years 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.

### **14. 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 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.

### **15. INSTRUCTION TO BIDDERS**

15.1 Applications shall be received only electronically through the e-Procurement Portal of NIC ([eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure)).

15.2 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.

- 15.3 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.
- 15.4 Bidders are required to upload soft copies of all the relevant documents mentioned at Serial No. 8 above.
- 15.5 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).
- 15.6 A bidder may modify, substitute or withdraw its e-bid after submission but before the last date and time of bid submission.
- 15.7 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.
- 15.8 No bids shall be modified, substituted or withdrawn by the bidder on or after the closing date and time of bid submission.
- 15.9 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.
- 15.10 For any query relating to the process of online bid submission or queries relating to CPP Portal ([eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure)), bidders may contact CPP Portal Helpdesk on Tel Nos 1800-3070-232, 91-7872007972, 91-7878007973010.

## **16. IMDEMNITY**

- 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.

## **17. 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 this 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.

**18. REQUEST FOR CLARIFICATION ON EXPRESSION OF INTEREST**

Any clarification desired by applicants must reach STC latest by **1400 Hours (IST) of 07.03.2017**. Any request thereafter would not be entertained.

**19. 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 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 the RTI Act.

**20. 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 the consideration of this Expression of Interest or any Expression of Interest 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.

**21. SHORTLISTING OF APPLICANTS**

Applicant(s) who qualify technical bid shall be individually notified after the evaluation process of empanelment is complete. STC shall then open commercial bids from amongst the empaneled manufacturers and shall select associate manufacturer on the highest trade margin quotation basis for export of steel plates to the foreign buyer. STC reserves the right to select more than one empaneled manufacturers as associate manufacturers to aggregate the supplies for exports to the foreign buyer. The detailed technical specifications shall only be disclosed to the selected associate manufacturers.

**22. 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.

(R K Goel)  
Chief General Manager  
Telephone: +91 11 23701038 / 23462031  
Email: [rkgoel@stclimited.co.in](mailto:rkgoel@stclimited.co.in)

**VENDOR 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/Export of Carbon Steel Plates & Coils/2016-17 dated 21.02.2017 inviting applications for Empanelment of Associate Manufacturers for supply of Carbon Steel Plates/Coils for export to Persian Gulf countries, 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 Rs. 10,00,000/- towards Earnest Money Deposit or Documentary proof for RTGS/NEFT remittance	Attached	Not attached
3	DD of Rs. 1,00,000/- towards Processing charges or Documentary proof for RTGS/NEFT remittance	Attached	Not attached
4	Details of Export undertaken	(Units)	Value (Rs. in Crore)
	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 B/L in support of exports undertaken in each of the last three financial years i.e. 2013-14, 2014-15, 2015-16	Attached	Not attached
8	Documentary proof for warehouse facilities	Attached	Not attached
9	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
10	Copies of Certificate of Incorporation of Company, Certificate of Registration of Firm, Article of Association, Memorandum of Association/ Partnership deed, List of Directors	Attached	Not attached
11	Copies of PAN Card, Sales Tax Registration Certificate, Service Tax Registration Certificates, Excise No., Manufacturing License issued by Competent Authority(s)	Attached	Not attached

12	Copy of valid IEC certificate	Attached	Not attached
13	Copies of Income Tax Return for last 3 Assessment years	Attached	Not attached
14	Copy of Credit Rating Report of the Company/Firm	Attached	Not attached
15	Bank Reference Report of the Company/Firm.	Attached	Not attached
16	Banking details	Attached	Not attached
17	Solvency Certificate	Accepted	Not accepted
18	Undertaking for Non Blacklisting on Rs.100/- Stamp Paper	Attached	Not attached
19	List of pending disputes	Attached	Not attached
20	Duly accepted Signed and Stamped copy of EOI	Attached	Not attached
21	Any other supporting document	Attached	Not attached
22	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/Export of Carbon Steel Plates & Coils/2016-17 dated 21.02.2017 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

1. GENERAL SPECIFICATION OF STEEL PLATES OF GRADE X40, X62, X65 AND X70 of Different Thicknesses/ Grades/ Sour/ Non Sour for manufacturing of line pipes of different sizes/diameter.

- (i) “Carbon steel Plates according to Plate specification G100-520-74-Rev.(2) and Amendment dated 4<sup>th</sup> December, 2013 for longitudinally submerged arc welded pipe as per API 5L-2000 standard & IPS-M-PI-190 (2), APRIL 2004”.
- (ii) The specification covers hot rolled steel plate in sheet to be used for manufacturing API 5L Grade B to X 70 (PSL 2) longitudinal submerged arc welded line pipe, thickness ¼” to 1.40” on non-sour service.
- (iii) The steel should be suitable for normal line pipe field welding according to the latest edition of API standard 1104 and for bending in accordance with field practices.

2. REFERENCE STANDARDS

- (i) API 5L – 2000: Specification for Line Pipe
- (ii) ASTM A370: Standard Test Method and Definitions for Mechanical Testing of Steel Products.
- (iii) ASTM A435 or BS 5996: Standard Specification for straight-Beam Ultrasonic Examination of steel plates.
- (iv) EN 10029: Specification for Tolerance and Dimensions of Hot Rolled Steel Plates.
- (v) API 1104: Welding of Pipeline and Related Facilities.
- (vi) EN 10163: Technical Delivery Conditions for the surface condition of Hot Rolled Steel plates, Wide Flats and sections.
- (vii) EN 10204: Inspection Document for Metallic Products.

3. MATERIAL

- (i) Steel furnished shall be from open hearth, electric furnace or basic oxygen process. During steel manufacturing, the base steel shall undergo the following treatment:
  - Deoxidization treatment
  - Vacuum degassing
  - Through desulphurization
  - Specific treatment to control size, shape and distribution of oxide and manganese sulfide inclusions
- (ii) Fully killed steel shall be supplied



- (iii) Continuous casted steel shall be supplied
  - (iv) Controlled rolled or thermos-mechanical rolling should be applied and accelerated cooling is acceptable for grade X52 and above. Grades lower than X52 may be supplied in normalized condition. The plates shall be free of defects, such as lamination, internal blisters, scores insufficient material, cracks or any other imperfections, which may lead to initiation of fracture or corrosion.
  - (v) The plate shall be unpicked, unoiled and unscaled.
  - (vi) Average heat weights should not be less than 120 metric tons. Also, heats should not be less than 80 metric tons.
  - (vii) Plates produced from hot rolled coils, i.e. from coils produced before, are not acceptable. Plates shall be directly produced from slabs.
4. Chemical Composition, Mechanical Properties and Related Test Details shall be intimated to the successful applicants separately.

**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

ANNEXURE-IV

**COMMERCIAL BID**

**Ref. EOI No. STC/CO/EOI/Export of Carbon Steel Plates & Coils/2016-17 dated 21.02.2017**

To

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

Dear Sir,

We hereby submit our Trading Margin Bids as per Scope of Work and other terms & conditions as covered in the EOI document and if qualified and selected by STC, we unconditionally agree to become the backup associate manufacturer for STC for supply and quote following Trade Margin for STC:-

Sl. No	Particulars	Trade Margin (%)
(i)	<b>Trade Margin PMT FOB Price</b>	

1. Above Trade margin is Net, excluding all costs, deduction, penalties, recoveries of foreign Buyer and taxes/duties applicable in India.
2. We undertake to comply with all the terms and conditions of the tender and do confirm no deviation from the same.
3. Validity of applications:- 180 days from the opening of EOI.

We have thoroughly examined and understood the instructions, Scope of work and the terms and conditions etc. covered in the EOI document issued by STC of India Limited, being fully aware of nature and Scope of Work required. We hereby confirm our acceptance and compliance to the entire provisions of Technical specifications, Scope of Work, and terms and conditions covered in the EOI documents. We declare that the work will be executed strictly in accordance with the requirement and provisions of EOI.

Thanking You

For on the behalf of \_\_\_\_\_

Signature  
Name  
Designation

Seal

**ANNEXURE-V**

**UNDERTAKING**

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

**Ref. EOI No. STC/CO/EOI/Export of Carbon Steel Plates & Coils/2016-17 dated 21.02.2017**

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. 4.15 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.