



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

INVITES

EXPRESSION OF INTEREST

**For Empanelment of Associate Suppliers
for sale/supply of Imported/Indigenous Low Ash Metallurgical Coke to STC and its buyers**

Date for submission of expression of Interest:

The submission of the Expression of Interest is open up-to 10th May 2017.

No. STC/LAM Coke/EOI/16-17/01

Dated: 10-05-2016

Expression of Interest

Ref : Empanelment of Associate Suppliers for supply of Imported/ Indigenous Low Ash Metallurgical Coke to STC and its buyers in India

1. INTRODUCTION

THE STATE TRADING CORPORATION OF INDIA LTD. (STC), incorporated under the Companies Act, 1956 having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001, is a Government of India Enterprise under the administrative control of Ministry of Commerce & Industry, Department of Commerce. STC is a premier international trading organization of India with experience of handling international and domestic business for over five decades and has been handling domestic, import and export of various kinds of products and commodities.

STC has a strong nation-wide presence with offices covering most of the major port towns in India with deployment of highly skilled and experienced manpower across the country to provide quick and quality services to its clientele. During the year 2014-15 STC has achieved a turnover of approx. Rs. 14,397 Crores.

STC hereby invites Expression of Interest (EOI) from interested applicants who fulfill the EOI eligibility criteria as detailed below.

2. OBJECTIVE:

The objective of this empanelment exercise is to have a readily available panel of suppliers for supply of Low Ash Metallurgical Coke and who are willing to work with STC as associate supplier(s) as per the terms and conditions of STC and also as per the terms & conditions laid down by the tendering authority/ Purchase Organization.

3. SCOPE OF WORK

The selected Supplier shall accept all the terms and conditions of the Purchase Organization and in case of order shall, on a back to back basis, deliver the said products and commodities to the Customers in the manner required at the nominated end destination. The scope of work includes importing or indigenous procurement of Low Ash Metallurgical Coke. The Imports through nearest Indian port, arranging vessels, stevedoring, handling, storage, port-clearances, arranging railway rakes, loading, transportation and delivery at clients site. All other activities for clearing and forwarding of the consignments like customs clearance, coordination with port, railways and any statutory authorities shall also be part of scope of work of the selected

supplier. All liaising, co-ordination at load port, discharge port, railways and handling agents etc. shall also be part of scope of work of the selected supplier. The said scope of work is indicative, the selected supplier has to fulfill all necessary obligations as per the requirement of Purchase Organization & successfully implement the supply contract.

4. Pre-qualification criteria for selection of prospective Suppliers:

- (i) The Prospective Supplier should have a minimum experience of 3 (Three) years of supplying of LAM Coke (Indigenous or Imported) to Steel Plants or other consumers. The supplier should have executed cumulative supply of minimum 50,000 MTS of LAM Coke indigenous/imported during any one of the last three financial years, directly or through PSUs to any coke consumer (user) in India or abroad and is required to produce documentary evidence for same.
- (ii) The Prospective Supplier if have a Coke Oven Plant shall clearly mention the plant(s) Location, production capacity on per month & per annum basis. The Prospective Supplier shall also furnish information on the production undertaken on, actual basis in the stated plants, during the last two years and source of supply of Coking Coal for their coke oven plant.
- (iii) Prospective/Supplier should have a valid PAN No., TIN No., CST No. and valid Trade License. Registration certificates with various tax authorities or Government Departments, etc.
- (iv) Prospective Supplier(s) shall also submit an Affidavit (as per Annex-III) by the owner/proprietor of the company certifying that they have not been debarred /blacklisted for doing business by any Govt. agencies/State agencies/STC as on date. The supplier shall have to submit the Affidavit to this effect at the time of application for prequalification under this EOI. In case they have qualified and been selected by STC as Backup supplier in the subsequent Tender they have to submit this affidavit again. In case of submission of false declaration (found at any stage), such supplier shall be disqualified forthwith.
- (v) The Prospective Supplier should be profit making with positive net worth for last three years and is required to submit latest solvency certificate from its regular bankers for a minimum amount(s) of Rs 25 Crores or equivalent in USD.

5. Documents required to be submitted:

- i. Prospective Supplier shall have to submit the copies of Income Tax Return filed and audited P&L A/C & Balance Sheet of the company for the last three years attested by authorized representative. ISO or other accreditation certificates (if any), Company Brochure, details of installed capacity & brief manufacturing process (wherever applicable).
- ii. Prospective Supplier should submit a copy of valid PAN No., TIN No., CST No. and valid Trade License. Registration certificates with various tax authorities or Government Departments, etc.
- iii. The copy of EOI should be submitted duly signed & stamped on each page as a token of acceptance of all the terms & conditions.

- iv. All the documents including the Annexures submitted along with have to be numbered consecutively and signed with company stamp. Index showing documents submitted with page Nos. shall be submitted.
- v. A certified copy of board resolution / power of attorney authorizing person signing the supplier empanelment form.
- vi. The prospective Supplier shall submit a satisfactory Credit Rating Report not more than six month old as on submission of interest from any of the following Credit Rating agencies for direct submission to STC by the concerned agency in a sealed cover :

- Dun & Bradstreet
- Moody's
- Standard & Poor
- CRISIL
- CARE
- ICRA

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

- vii. The prospective Supplier shall submit a recent satisfactory Bankers Report as on submission of interest for direct submission to STC from their lead banker in a sealed cover.
- viii. Prospective Supplier is required to submit a non-refundable fee of Rs. 10,000/- (ten thousand) towards processing charges, in the form of a demand draft favouring "The State Trading Corporation of India Ltd." payable at Delhi along with the EOI application no exemption shall be granted in this regard.

6. Procedure for Selection of Back-up Supplier among the panel:

Wherever LAM Coke consumer (user)/ Purchase Organization float an open/limited tender and STC decide to participate with the support of backup Supplier, STC will invite online (e-tendering process) via a limited tender process from the suppliers empaneled by STC. The Supplier shall be selected by a process by STC from amongst the panel of suppliers by adopting the following procedure:

- a) Whenever there is a tender floated by the Purchase Organization, STC shall invite quotes from all the empanelled suppliers for supporting STC in the limited/Global tender enquiry asking them to quote "**Trade Margin**" they propose to offer to STC.
- b) The selection of back up supplier shall be on the basis of highest '**Trade Margin**' offered by the eligible supplier.

7. GENERAL INFORMATION.

- i. The cost on account of preparation and submission of EOI, negotiations, discussions etc. as may be incurred by the interested parties in the process will not be reimbursable by

STC, and STC shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the EOI process.

- ii. STC reserves the right to reject any or all EOI, wholly or partially, and to annul the complete process without assigning any reasons whatsoever, at any time prior to formation of panel, and in such case no participants /intending participant(s) shall have any claim arising out of such action by STC.
- iii. STC reserves the right to amend/alter/add/delete any provision of this document or of the future contracts arising out of this EOI and no claim on that account shall lie on STC.
- iv. The selected Supplier shall accept all the terms and conditions of said Purchase Organization and in case of order shall, on a back to back basis, deliver the said products and commodities to the Customers in the manner required at the nominated end destination.
- v. The Selected Supplier shall furnish Interest free EMD/Bid bond and Performance Bank Guarantees (PBG)/Performance Bond (as required) to STC, the value of which will be decided by STC on contract to contract basis.
- vi. STC would quote the rates to Purchase Organization on the basis of most complete rate offered by the selected backup Supplier to STC which will be inclusive of net Trading Margin quoted by them to STC. The basic terms of order received by STC from Purchase Organization shall **mutatis mutandis** apply in the back-to- back contract to be finalized between STC and Selected Supplier. The payment to supplier shall be only released against supply of goods and upon receipt of payment by STC from the respective Purchase Organization.
- vii. The supplier shall accept all the terms and conditions of the tender floated by Purchase Organisation and in case of order received by STC, shall deliver the Met Coke on a back to back basis, in the manner required without any financial involvement on the part of STC.
- viii. It is to be expressly understood and agreed by the prospective Selected Supplier that STC shall be making the purchases on behalf of Purchase Organisation (end Customers) based on their specific requirements. Accordingly, in case any deductions are made from the bills of STC by the Purchase Organisation on account of deviations in the specifications, pilferage or due to short-landing at unload destination point amount will be released to supplier to the extent of amount received from customers after such deductions.
- ix. STC shall release payment to supplier only upon the same is received and up-to the extent received from the Purchase Organisation within three working days upon receipt and after deduction of all expenses (if any), net trade margin & submission of relevant documents as the case may be.
- x. STC will not be responsible for delayed payment by the end user and no claim for interest due to delay in payment by Purchase Organisation will be entertained by STC.
- xi. The supplier shall ensure compliance of all the Government regulations/ conventions/

policies /guidelines /orders etc, in force related to any or all of the activities covered in the imports including shipping of the consignments, insurance, clearing, handling, forwarding and inland transportation etc. The above activities are for indicative purpose, however the selected back-up supplier has to undertake all activities for successful execution of the supply contract if tender is awarded to STC & shall ensure compliance of all the Government regulations in force related to any or all of the above activities. The Backup supplier needs to give an indemnity bond to STC in this regard.

- xii. The prospective supplier in case qualify as a backup supplier in the limited tender called among the empanelled members has to submit an **Integrity Pact** (Annexure-I) duly signed by Authorized signatory. If the bids are submitted in partnership/consortium, Integrity Pact the same must be signed by all partners or consortium members. **An undertaking to this affect may be submitted by the prospective supplier as per “Annexure IV”.**

8. Submission of Expression of Interest:

- i. Prospective Supplier may download Expression of Interest document from our website: www.stc.gov.in, www.eprocure.gov.in or www.tenders.gov.in and can also obtain a copy of same from General Manager (Marketing) Hydrocarbon Division, The STC of India Ltd., 10th Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 during office hours on any working day and shall submit Expression of Interest documents in original, duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected.
- ii. The Expression of interest must contain the name, designation and place of business of the person with Phone and Fax Nos. of persons making the expression of interest and must be signed and sealed by the Prospective Supplier with his usual signature.
- iii. The President, Secretary or any other person or persons authorized to bind the corporation/company in the matter must sign expression of interests (EOI).
- iv. Request for Clarification on EOI: Any clarification desired by applicants must be sent to ‘Anurag Sinha’ Hydrocarbon Division STC of India Limited JVB Tolstoy Marg New Delhi – 110064 (Telephone No. 011-23462452) (email-anurag@stc.gov.in).

9. Last Date for submission of Expression of Interest:

The last date for submission of the Expression of Interest is 10.05.2017 (closing).

10. Place for submission of Expression of Interest & method of delivery:

The Expression of Interest should be addressed to General Manager (Marketing) Coal & Coke, The STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001. The cover should also be super-scribed with the EOI No. and Date, Item Description.

11. General Terms & Conditions:

- i. STC reserves the right to accept or reject any offer of Expression of Interest without assigning any reasons what so ever and the decision of STC in this regard shall be final and binding on all the participating parties.
- ii. The Suppliers can also be asked to furnish additional information /confirmation in connection with verification of the documents submitted by the supplier, if deemed necessary.
- iii. The Prospective Supplier may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The chosen Prospective Supplier will have to enter into contracts as devised by STC to fully protect STC's overall interests and also the interests of the prospective customers.
- iv. Empanelment of Supplier by STC doesn't entail any commitment from STC to enter into contracts with them during validity of the empanelment.
- v. Any further corrigendum/Addendum to the EOI documents will be uploaded by STC only on websites i.e. www.stc.gov.in and no press advertisement shall be published for the same.
- vi. Applicant(s) having same address or contact details would be rejected.
- vii. Any EOI received after the due date and time would be treated as not received.
- viii. Ownership of EOI Documents and information therein:
All Expression of Interest documents will become the property of STC upon submission. Where the prospective Supplier believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect Supplier'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 prospective Supplier's stated wishes, and requests for access to such information will be determined under the RTI Act.
- ix. The above terms and conditions shall have to be considered by the supplier in totality and the EOI containing incomplete documents & not complying with the above conditions shall be summarily rejected.
- x. The validity of this Panel/enrolment would be for one year from the date of confirmation by STC which may be renewed for another one year on the basis of performance of the party and at the sole discretion of STC.

12. 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 or compensation in relation to the consideration of this Expression of Interest or any Expression of Interest by the Applicants 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. The EOI request is not the subject of any process, contract or any contractual obligations between STC and supplier or potential supplier.

13. Short listing of Associate Suppliers:

Prospective Supplier who qualifies in the said EOI of STC would be individually notified after the evaluation process is complete. The validity of empanelment /enrolment against this EOI shall be initially for a period of one year from the date of acceptance by STC, which may be renewed for another one year on the basis of performance of the party, at the sole discretion of STC. Validity of EOIs can however be terminated earlier by STC at its sole discretion.

14. Defense of suits

The applicant shall keep STC indemnified at all times against any claims/ liabilities / proceedings etc. from any third party or otherwise arising out/ or in connection with EOI.

15. Jurisdiction

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

16. Disclaimer:

STC may, at its absolute discretion, shortlist accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. STC reserves the right to cancel the EOI in totality without assigning any reason at any point of time. All information contained in this EOI is issued bona-fide. STC shall in no way be bound to limit its business enquiry/circulars to empaneled supplier(s) Bidders only.

Signatures:

Name & Designation:

Company Seal

Dated:

Place:

INTEGRITY PACT

(Format for Integrity Pact to be executed on plain paper)

No. STC/LAM Coke/EOI/16-17/01

Dated: 10-05-2016

INTEGRITY PACT

Between

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

And

....., a company registered under and having its registered office at hereinafter referred to as '**The Bidder/Contractor**' Preamble STC is an international trading company dealing in purchase, sale, export and import / of various commodities.

STC has invited tenders for purchase of Indigenous/ **Imported LAM Coke** and intends to award contract/s for purchase of the same under laid down organizational procedures, STC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders/contractors. In order to achieve these goals, STC has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of STC

(1) STC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- 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)/contractor(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 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/Contractor

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

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

(2).The Bidder/Contractor will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

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

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

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

Section 4 - Compensation for Damages and Forfeiture of EMD

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

(2) If STC terminates the contract according to Section 3, or if STC is entitled to terminate the contract according to Section 3, STC shall be entitled to demand and recover from the Bidder/Contractor

liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

(1) The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

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

(1) The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.

(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 has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.
- (8) The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded. If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, STC.

Section 10 – Other provisions

1. This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.
2. Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.
3. If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of STC)

(For & on behalf of The Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1 :

Signature _____

Name _____

Address _____

Witness 2 :

Signature _____

Name _____

Witness 1 :

Signature _____

Name _____

Address _____

Witness 2 :

Signature _____

Name _____

No. STC/LAM Coke/EOI/16-17/01

Dated:10-05-2016

FORMAT (TO BE FILLED UP) BY PROSPECTIVE ASSOCIATE SUPPLIERS

Sl. No	Desired Information	Details to be submitted by Applicant				
1.	Please Specify Whether You are IMPORTER /SUPPLIER/ Mine Owner/ Manufacturer of LAM Coke / Trader					
2.	Manufactured, Imported / supplied during last three Financial Years. (Documentary proof to be attached)	Financial Year	Manufactured		Imported/ Supplied	
			Qty (In Mts)	Value (In Crs.)	Qty (In Mts)	Value (In Crs)
		2013-2014				
		2014-2015				
		2015-2016				
3.	<u>In Case of Manufacturer of LAM Coke:</u>					
	a. Location of Coke Oven Plant (complete address)					
	b. Production Capacity per month / per-annum					
4.	a. Name & Address of the Supplier					
	b. Nature of constitution of firm (Company, Partnership, proprietorship)					
	c. Year of Establishment =					
	d. Name of Dealing Official of the company					
	e. Telephone No. (s), Including Mobile No.					
	f. Fax No(s)					
	g. E-mail id (s)					
	h. Name of CEO/Director					
5.	In case EOI submitted as Joint Venture/Consortium (Details of Joint venture consortium partner such as name, address & other relevant details)					
6.	Acceptance of all terms & conditions specified in EOI	Yes/No				
7.	Credit Rating Report not more than six month old	Dun & Bradstreet	<input type="checkbox"/>	CARE	<input type="checkbox"/>	

		Moody"s <input type="checkbox"/> Standard & Poor <input type="checkbox"/> NOT AVAILABLE <input type="checkbox"/>	CRISIL <input type="checkbox"/> ICRA <input type="checkbox"/>
8.	Bank Solvency Certificate Value of Rs. _____ / USD _____	Attached	Not attached
9.	Details of Demand Draft attached on account of		
9.	Copies of Purchase orders in support of supplies.	Attached	Not attached
10.	Document in support of handling experience	Attached	Not attached
11.	Copies of performance certificate s	Yes/No	
12.	Has the company been black listed/ banned by Govt. of India / any Power Utility/ any industrial utility / PSU from participating in any tenders for supply of coal or coke in past.	Yes/No	
13.	Whether blacklisted/ banned on the date of application.	Yes/No	
14.	Whether Affidavit as per Annex-III of this EOI attached.	Yes/No	
15.	Whether undertaking as per Annex-IV of this EOI attached.	Yes/No	
16.	Details of D.D submitted -		

Please use extra sheet, if more space is required.

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

Signatures:

Name & Designation:

Company Seal:

Dated:

Place:

Affidavit

(To be furnished by Bidders)

No. STC/LAM Coke/EOI/16-17/01

Dated: _____

Affidavit of Shri _____ S/O Shri _____ aged about _____ resident of _____ I, the above named deponent do hereby solemnly affirm and declare as under:-

1. That I am working as _____ in _____ (Name & address of bidder).
2. That I am duly authorized by _____ (Name of bidder) to submit this affidavit on its behalf.
3. That the Interested Participant is submitting his documents in response to **Expression of Interest** for empanelment of backup Suppliers of LAM coke to STC/Purchase Organisation.
4. That no order for Blacklisting/ Banning of the bidder has been passed for participation in tenders issued by any of the power/ steel/ cement/ fertilizer utilities/ Government/ Semi Government companies in any country in past nor any is still in force.
5. That Interested Applicant has successfully fulfilled all the contractual obligations for full and satisfactory performance in respect of supply and handling of LAM Coke of Indigenous/ foreign origin in all organizations, in terms of delivery period, quantity, quality and that the actions such as termination/ foreclosure of contract/(s) on account of non-performance contractual obligations have not been taken.
6. That if at any point of time the declarations given above are found to be incorrect, STC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

DEPONENT

Verification: Verified at _____ on day of _____ 2016 that the contents of my above affidavit are true to best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

DEPONENT

UNDERTAKING

(To be furnished by Bidders)

No. STC/LAM Coke/EOI/16-17/01

Dated: _____

M/s STC of India Limited
Jawahar Vyapar Bhavan
Tolstoy Marg,
New Delhi - 110 001

Ref: Submission of signed and stamped Integrity Pact to STC of India Limited.

Dear Sirs,

With reference to the aforesaid clause- 6 (xii) of the EOI No. STC/LAM Coke/EOI/16-17/01 dated _____ regarding submission of integrity pact as per Annexure –I of the said EOI, we hereby give the following declarations and undertakings:-

- I. We have understood the clause -6 (xii) of the above mentioned EOI.
- II. We undertake to submit the signed and stamped copy of Integrity Pact to STC strictly as per the Annexure –I of this EOI immediately upon being selected as the back-up supplier after completion of selection process by STC by way of limited tender.

Thanking you,

Yours faithfully

(Authorized Signatory)