

## SECTION 8 Dt. 18-Feb-22

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## Annexure 1 – Non-Collusive Tendering Certificate

(To be signed by an authorised person on the Tenderer's behalf on Tenderer's Letter head)

To  
Steel Authority of India Limited  
SAIL Refractory Unit  
[Insert the complete name of Public Body]

Dear Sir/ Madam,  
Non-Collusive Tendering Certificate for {RFQ/ Tender No. ( \_\_\_\_\_ ) Date ( \_\_\_\_\_ )}

1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/offer against (the "Tender").

### 2. Non-collusion

We represent and warrant that in relation to the Tender:

- (a) Our bid was developed genuinely, independently and made with the intention to accept the Contract it awarded.
- (b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer or competitor) regarding:

- I.Prices.
- II.Methods, factors or formulas used to calculate prices.
- III. An intention or decision to submit a bid.
- IV.An intention or decision to withdraw a bid.
- V.The submission of bid that does not conform with the requirements of the tender.
- VI.The quality, quantity, specifications or delivery particulars of the products or services to which this tender relates.
- VII.The terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

### 3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the Plants/ Units-----, Steel Authority of India Limited, Place -----, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the Plants/ Units-----, Steel Authority of India Limited, Place -----.

### 4. Consequences of breach or non-compliance

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Plants/ Units-----, Steel Authority of India Limited, Place ----- may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer)

Signature:

Name:

Position:

Date:

#### Note:

**Para 2(b)** is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

- a. The Plants/ Units, Steel Authority of India Limited, Place;
- b. A joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the Plants/ Units-----, Steel Authority of India Limited, Place-----;
- c. Consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- d. Professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
- e. Insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement.
- f. Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

## **Annexure 2 - Declaration with Reference to Company's Act**

*(To be submitted on Company Letter Head of the Bidder)*

*(In case of any relationship between the proprietor / partner / Director of the firm/ company of the bidder with any Employees of SRU or Director of SAIL & its subsidiaries, their names are to be disclosed)*

*-----If there is no relationship then the following has to be submitted-----*

To  
Steel Authority of India Limited  
SAIL Refractory Unit  
[Insert the complete name of Public Body]

I declare that the proprietor or any partner of our firm or any Director of our company does not have any relationship subsidiaries within the meaning of Section 6 of the Company's Act 1956 with any employee working in SAIL Refractory Unit or with any Director of SAIL including its subsidiaries.

Signature:

Name:

Position:

Place:

Date:

### **Annexure 3 - Declaration for not representing more than one Firm**

*(To be submitted on Company Letter Head of the Bidder)*

*(If a the person or team representing the firm is also representing any other firm participating against the tender and if so, give the details thereon to be provided)*

*-----In case of no such representation the following format to be provided-----*

To  
Steel Authority of India Limited  
SAIL Refractory Unit  
[Insert the complete name of Public Body]

Ref. NIT no. XXXXXXXXXXXX Dt. YYYY

I declare that NO person or team representing our firm is also representing any other firm participating against is tender.

Signature:

Name:

Position:

Place:

Date:

## Annexure 4 - Format for Affidavit

To  
Steel Authority of India Limited  
SAIL Refractory Unit  
[Insert the complete name of Public Body]

I, ..... son/ daughter of Mr ....., Aged..... years, resident of ..... PS ....., District ..... State ..... do hereby solemnly affirm that:

1. I am ..... (designation/ authority) in M/s ..... (name of the firm/ company) and is authorized to quote against this tender NIT/ Enquiry No ..... Dated .....
2. I confirm that all documents submitted against NIT/ Enquiry No ..... Dated ..... in support of Eligibility Criteria are genuine.
3. I undertake to produce all documents in original for verification as and when asked for the same by SRU.

<p><u>Solemnly affirmed and declared and before me by the Deponent(s) who is/are identified by</u> .....</p>	<p><u>The declarations made herein above are true to the best of our knowledge, information and belief.</u> <u>signed at ..... on .....</u>  _____ (Deponent(s))</p>
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NB: Above affidavit/ Declaration must be submitted as follows:

- On Tenderer's Company Letter Head in case of Global/ Open/ Single/ Limited Tender Enquiry by Foreign Vendors
- On Non-Judicial Stamp Paper of Rs 100.00 duly notarized in case of Global/ Open Tender Enquiry by Indian Vendors.
- On Tenderer's Company Letter Head in case of Single/ Limited Tender Enquiry by Indian Vendors.

## Annexure 5 - EMD- BG Format

### Format to Submit Bank Guarantee toward Earnest Money Deposit (EMD): Bid-1

(To be submitted on Non-judicial Stamp Paper of Value Rs 100/- to SAIL Refractory Unit, BS City. **Non-judicial Stamp Paper should be purchased in the Name of Issuing Bank**). The BG should be operable at listed Local Branch of Bokaro Steel City.

Steel Authority of India Limited  
SAIL Refractory Unit  
[Insert the complete name of Public Body]

Bank Guarantee No: .....	Date: .....
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#### Letter of Guarantee

Whereas Steel Authority of India Limited, SRU (hereinafter referred to as SRU) have invited Global Tender vide Tender No SRU/MM/\_\_\_\_\_ (hereinafter referred to as the said Invitation to Tender) for purchase of \_\_<mention item>\_\_.

And whereas the said Invitation to Tender requires that any eligible tenderer wishing to make an offer in response thereto shall establish an irrevocable Earnest Money Deposit (Bid Bond) in favour of SAIL, SRU in the form of Bank Guarantee for an amount of Rs ..... (Rupees .....) valid up to date indicated at Page-2 along with EMD amount as a guarantee that the tenderer:

(a) Shall keep his offer firm and valid for acceptance by SAIL, SRU for at least **90 days** from Tender Opening Date and In case of RA **60 days** from the date of On-line Reverse Auction (RA).

(b) And whereas, M/s \_\_<name of tenderer>\_\_ (hereinafter referred to as the said Tenderer) wish to make an offer in response to the said invitation to tender for supply of .....<mention item>.....

Now this bank hereby guarantees that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this bank shall pay to SAIL/SRU on demand, without SRU having to substantiate its demand, and without protest or demur Rs. .... (Rs.....). This bank further agrees that the decision of SAIL/SRU as to whether the said tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

This bank further undertakes that this guarantee shall remain irrevocably valid and in force initially up to ...../...../..... and the same shall be extended further according to the provisions contained therein above.

We,..... (Name and address of the Scheduled Bank issuing the BG) hereby further agree that this Guarantee is operable and enforceable at BOKARO STEEL CITY branch of ..... (Name of the Scheduled Bank), and in case of invoking of the guarantee before expiry of the same at Bokaro Steel City Branch of the bank as mentioned above, the Guaranteed amount or any part claim will be paid by our above named branch against written claim or demand notice served at Bokaro Steel City branch as mentioned above on or before validity period of the Bank Guarantee.

For and on behalf of ..... (Name, Address and e-mail id of the scheduled Bank issuing the BG)

Signature: .....

Name: .....

Address: .....

E-Mail id:.....

Phone no.: .....

Duly constituted attorney & authorised signatory

Designation: .....

NB: In case of any deviations in text indicated above, BG towards EMD is liable to be rejected. Therefore, prospective tenderers are requested to submit BG as prescribed above. In case of any clarifications/ corrections, the matter may be referred to Contact person prior to submission of Tender.

## Annexure 6 – Security Deposit – BG Format

### Proforma of Bank Guarantee for Security Deposit cum Performance Guarantee Bond

(To be submitted on Non-judicial Stamp Paper of Value Rs 100/- in favour of SAIL Refractory Unit, BS City after Order Finalisation. **Non-judicial Stamp Paper should be purchased in the Name of Issuing Bank**)

To

Steel Authority of India Limited  
SAIL Refractory Unit  
[Insert the complete name of Public Body]

Bank Guarantee No: .....	Date: .....
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#### Letter of Guarantee

- Whereas M/s ..... (herein after referred to as the Supplier) and M/S SAIL Refractory Unit (herein after referred to as the Purchaser) have entered into a Contract vide Purchase Order No..... dated ..... (hereinafter called the said Contract) for the supply of ..... Metric Tonnes of ..... (hereinafter referred to as the Materials/ Services) to the Purchaser.
- We, ..... (Name, address and e-mail id of the Scheduled Bank issuing the BG) at the request of the Supplier, do hereby undertake and indemnify and keep indemnified the Purchaser to the extent of Rupees ..... against any loss or damage that may be caused to or suffered by the Purchaser, by reason of any breach by the Supplier of any of the terms and conditions of the said Contract and/ or in the performance of the said contract by the Supplier. We agree that the decision of the Purchaser as to whether any breach of any of the terms and conditions of the said Contract or in the performance thereof has been committed by the Supplier and the amount of loss or damage that has been caused to or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the Purchaser on demand and without protest or demur.
- We, ..... (Name, address and e-mail id of the Scheduled Bank issuing the BG) hereby further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said Contract and that it shall continue to be enforceable for (a) six months after the date of Bill of Lading of the last consignment of the Materials under the said Contract or (b) in the event of any dispute(s) between the Purchaser and the Supplier, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us,..... (Name and address of the scheduled Bank issuing the BG) by virtue of this Guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, ..... (Name and address of the Scheduled Bank issuing the BG) notwithstanding the fact that the same is enforced after the date referred at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the Purchaser before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this Letter of Guarantee shall be made promptly upon our receiving the notice to that effect from the purchaser on demand and without protest or demur.
- It is fully understood that this Guarantee shall become effective from the date of the said Contract and that we, ..... (Name & address of the scheduled Bank issuing the BG) undertake not to revoke this Guarantee during its currency without the prior written consent of the Purchaser.
- We, ..... (Name and address of the scheduled Bank issuing the BG) hereby further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance of the said Contract by the Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the Supplier and to forbear or to enforce any of the terms and conditions relating to the said Contract and we, ..... (Name and address of the Scheduled Bank issuing the BG) shall not be released from our liability under this guarantee by reason of any such variation of extension being granted to the Supplier or any forbearance and / or omission on the part of the Purchaser or any indulgence by the Purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.
- We, ..... (Name and address of Scheduled Bank issuing the BG) hereby further agree that the Guarantee herein contained is initially valid up to ..... and that the same shall be extended further according to the provisions contained herein above. The Claim Period is two months beyond the original validity period of BG upto .....

7. We,..... (Name and address of the Scheduled Bank issuing the BG) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Supplier and/ or the Purchaser.
8. We,..... (Name and address of the Scheduled Bank issuing the BG) hereby further agree that this Guarantee is operable and enforceable at BOKARO STEEL CITY branch of ..... (Name of the Scheduled Bank), and in case of invoking of the guarantee before expiry of the same at Bokaro Steel City Branch of the bank as mentioned above, the Guaranteed amount or any part claim will be paid by our above named branch against written claim or demand notice served at Bokaro Steel City branch as mentioned above on or before validity period of the Bank Guarantee.

For and on behalf of ..... (Name, Address and e-mail id of the scheduled Bank issuing the BG)

Signature: .....

Name: .....

Address: .....

E-Mail id:.....

Phone no.: .....

Duly constituted attorney & authorised signatory

Designation: .....

**Note:** The BG issuing Branch should send, by REGISTERED POST, an unstamped duplicate copy of the BG directly to the KEY CONTACT PERSON indicated in NIT with a covering letter to compare with original BG submitted by Tenderer in the closed Bid.)

The successful tenderers are requested to submit BG towards SD cum PGB as prescribed above. In case of any clarifications/ corrections, the matter may be referred to contact person.

**The BG should be operable at listed Local Branch of Bokaro Steel City.**

The Claim Period should be two months beyond the original validity period of BG.



## Annexure 7 - Bid-Securing Declaration (In lieu of EMD)

Date: \_\_\_\_\_

NIT/RFQ No.: [insert the RFQ/NIT number]

Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To  
Steel Authority of India Limited  
SAIL Refractory Unit  
[Insert the complete name of Public Body]

I/We\*, the undersigned, declare that: I/We\* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration in lieu of Earnest Money Deposit. I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We\* understand this Bid Securing Declaration shall cease to be valid if I am/we are\* not the successful Bidder, upon the earlier of :-

- (i) The receipt of your notification of the name of the successful Bidder; or
- (ii) Thirty days after the expiration of the validity of my/our\* Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of  
[insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all Partners to the Joint Venture that submits the bid.]

\*Please delete as appropriate

## Annexure 8 -Declaration & Undertaking by Micro & Small Scale Enterprises

Sl No.	Particulars	Details
1.	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	
2.	Does your organization belong to Micro / Small scale Industry / others	
3.	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification.	
4.	In case you belong to Micro/ Small Scale Enterprises whether you are registered under SC/ST/Women Category (Please tick mark the appropriate)	Yes No If yes SC ST Women

In addition to valid self attested registration certification the MSE/SC-ST VENDORS shall be responsible to furnish necessary valid documentary evidence for enabling SAIL Plants/ Units to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC/ST
- In case of partnership MSE, the SC/ST partner(s) shall be holding at least 51% shares in the enterprise.
- In case of Public/Private Limited Companies, at least 51% shares shall be held by SC/ST promoters.

For MSE owned by Women entrepreneurs, it shall mean:

- Proprietary MSE- Proprietor shall be a Woman.
- Partnership MSEs – Women partners to hold at least 51% share.
- Private limited company – Women promoter (s) to hold 51% share.

Women owned MSE bidder shall submit suitable documentary evidence as per above.

**In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs), we hereby declare as under-**

- We are a Micro / Small Enterprise, as on bid closing date of this tender.
- We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.

We declare the above details are true. In case any of the details are found to be false/ untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions and SAIL may take necessary steps for suspension of business dealing as per extant guidelines of SAIL.

**Authorized Signatory**

**(With Company Seal & Signature)**

## Annexure 9 – Make in India Certification Format

Self Certificate/Certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) indicating whether they are class-I local supplier / class-II local supplier.

(This is to be submitted along with Techno-commercial Bid by Make in India Bidder )

Declaration by Statutory Auditor of the vendor for values above Rs 10 Crs OR Self declaration for values below Rs 10 crs.

Certificate for M/s. Steel Authority of India Ltd., .....

In reference to SAIL-..... RFQ No. .... and M/s. .... offer no. ....

**Reference: Government Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-BE-II dt. 15.06.2017 and amendments from time to time and as applicable**

### To whomsoever it may concern

I/We have verified the records & documents produced before us by the management of M/s. .... having regd. Office ..... & having their manufacturing facility at ....., I/we hereby certify that the company M/s ..... (Bidder Name) are local supplier meeting the requirement of minimum local content of .....% as mentioned in the above order.

Domestic value addition for ..... (*Material Name*) has been calculated as per the government guidelines as per the above mentioned order.

Further I/we also certify that M/s .....(Bidder Name) is a ..... (Class I/ Class II) local supplier and is .....(*eligible/not eligible*) to avail the benefits as per Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender.

Seal and Signature of Authorized Signatory

Statutory Auditor of M/s. ....

***(Please Note: In case the vendor gets benefit under Make in India, then they shall have to submit this form duly filled every half of the financial year till they have completed suppliers against the Order)***

## **Annexure 10 - Format for Integrity Pact (Not Applicable)**

### **(Format for Integrity Pact)**

A scanned copy duly signed by “the Principal” is attached herewith which is to be signed by “the Bidder” and enclosed with the Quotation Bid-1 as explained above.

Original Integrity Pact, if applicable, signed by authorized signatory of tenderer must be submitted in Bid-1 (along with EMD & Cost of Tender Documents), failing which offer shall be disqualified.

If applicable, all the tenderers are requested to submit scanned copy of Integrity Pact (attached) with original signatures of authorized persons along with Bid-1

# Annexure 11 - Contact Details of Bidder and Local Agents/ Associates

## Worksheet on Contact Details of Bidder and Local Agents/ Associates

a) Information related to Principal Vendors/ Suppliers

Supplier's Name:	
Complete Postal Address	
Contact Person:	
Phone Nos:	
Fax No:	
Email Id:	

b) Information related to Local Agents/ Associates

Name of Local Agent/ Associate	
Complete Postal Address of Local Agent/ Associate	
Contact Person:	
Phone Nos:	
Fax No:	
Email Id:	

(Signature & Seal)

Name :

Designation :

Place :

Date :

## Annexure 12 - Format for Basic Information about the Vendors

NIT/ Enquiry Number	Date:
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Instructions to fill-up the Basic Information:

- (i) Please use this worksheet to specify basic financial/ IR/ Contact information; an authorized person should sign the document at relevant section.
- (ii) Past Industrial Relations track record, please mention if there was closure/ cessation of work at any of your plant(s) in the last 5 years.
- (iii) Use this form as Proforma/ Format. Use additional sheets to provide relevant information.
- (iv) Provide all the certified relevant documents w.r.t claims made in this Form.

1	Company's Name						
2	Ownership Details						
3	Manufacturer/ Distributor/ Dealer						
4	Mention, if PSU/ Joint venture with PSU/ SSI Unit						
5	In case of PSU/ Central PSU or State PSU						
6	In case of a Joint Venture, details of % wise equity holding						
7	MSME/ SSI Unit details, if applicable						
8	ISO Status						
9	Whether product is ISI Marked or as per ISI						
10	Contact Person & Designation						
11	Phone No.						
12	Fax No.						
13	E-mail						
14	Financial details of Turnover & profit for the last 3 years						
15	Major Manufacturing Capabilities						
	SI No	Name & Address	Installed Capacities	Capacity Utilized	Present level Order Booking		
					FY 1	FY 2	FY 3
16	Year of inception of the company/ business						
17	Stocking points w.r.t to location of SAIL, SRU						
18	All possible quantities of Full Truck Load (FTL)						

I, hereby, certify that all information provided above is correct to the best of my knowledge.

(Signature, name & seal of the authorized person)

## Annexure 13 - Statement Of Deviations

(To be submitted on Tenderer's Letter Head)

Format for STATEMENT OF DEVIATIONS from Tendered Specifications & Bid Terms

Sub:	RFQ/NIT No: ..... dated .....
------	-------------------------------

Following Deviations are proposed for consideration from NIT Terms & Conditions, Specifications and Commercial Terms & Conditions.

Section & Para of NIT	DEVIATION PROPOSED	REMARKS with JUSTIFICATION for Deviation

All Other Terms & Conditions of this NIT are acceptable to us as per this NIT.

(Signature & Seal)

Place :

Date :

NOTE: If there is No Deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations" in Techno-commercial Bid

## Annexure 14 - Format for Taxes & Duties for Indigenous Vendors

Please use this Sheet to specify the Excise Duty, Sales Taxes & other Duties.

1.	GST: Applicable/ Not applicable		
2.	HSN number Tariff Number		
3.	Taxes Applicable		
	GST(CGST&SGST/ IGST) (%)	In Figures	
		In Words	
	Other Taxes & Duties, if applicable, (%)		
	Description	In Figures	In words
4.	Please indicate the following, if applicable, for your company		
<b>GST Identification Number</b>			
Other Taxes Registration Number			
PAN Number			
Bank Account Number			
Bank Name/ Branch Name			
City in which Bank is Located			

(Signature & Seal)

Name :

Designation :

Place:

Date:



## Annexure 15 – Format for Bank Mandate

### PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)

**1. EMPLOYEE/VENDOR/SUPPLIER/CONTRACTOR/  
INVESTOR/CUSTOMER'S NAME & ADDRESS :**

Firm / Company Registration Number :  
E-MAIL ID :  
MOBILE NO. :

**2. PARTICULARS OF BANK ACCOUNT :**  
• BANK NAME :  
• BRANCH NAME, ADDRESS AND TELEPHONE :

• IFSC CODE NUMBER OF THE BANK BRANCH :  
• 9-DIGIT MICR CODE OF THE BANK BRANCH :  
• ACCOUNT NUMBER :  
• ACCOUNT TYPE :  
• LEDGER NO. / LEDGER FOLIO NO. :

**3. DATE OF EFFECT :**

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or, incorrect information, I would not hold Steel Authority of India Limited (the User institution) responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

DATE:

(.....)  
Signature and Stamp of the Investor/Customer/Employee/Vendor/Supplier/Contractor.

Certified that the particulars furnished above are correct as per our records.

( ..... )  
Signature and Stamp of the Authorised Official from the Bank).

## Annexure 16 – Certificate of Conformance w.r.t Land border with India

Date: \_\_\_\_\_

NIT/RFQ No.: [insert the RFQ/NIT number]

Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To  
Steel Authority of India Limited  
SAIL Refractory Unit  
[Insert the complete name of Public Body]

**a) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and am eligible to be considered."**

**Or**

**b) If subcontracting is applicable, certificate content will be as under:**

***"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and am eligible to be considered."***

**Or**

**c) In case bidder is registered for this purpose, evidence of valid registration by the competent authority should be attached.**

***"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby attach valid registration by the competent authority along with this techno-commercial bid."***

Signed: [insert signature of person whose name and capacity are shown] In the capacity of  
[insert legal capacity of person signing the certificate of conformance]

Name: [insert complete name of person signing the certificate of conformance]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

\*Please delete as appropriate

## Annexure 17 (Form 1) - Reverse Auction Acceptance

*(To be submitted on Company Letter Head of the Bidder)*

### Format for Acceptance of General Terms & Conditions, Commercial Terms and all other Terms of the Reverse Auction

We \_\_\_\_\_ (Supplier Name) (having registered office at \_\_\_\_\_ (Address) agree to all the Commercial, General & other Terms & Conditions listed in the Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ for procurement of \_\_\_\_\_ (item) through Reverse Auction.

We confirm that we are in a position to supply material as per the specification given in RFQ. We have also understood the Reverse Auction Process and the Reverse Auction rules and special instructions given in the RFQ. We agree to participate in the Reverse Auction and abide by the rules.

We nominate an executive, whose details are given below, to put the bids on our behalf.  
The details of the person authorized to bid on our behalf is as follows.

Name & Designation :

E-mail ID :

Contact phone nos. :

Address :

(Signature & Seal)

Place :

Date :

## Annexure 18 (Form 2) Format for submitting last quoted prices

(To be submitted on Company Letter Head of the Bidder)

**(To be sent within 30 mins of conclusion of the Reverse Auction)**

To,

mjunction services limited  
1<sup>st</sup> Floor, Tata Centre  
43, Jawaharlal Nehru Road  
Kolkata – 700 071  
**Fax: 033 – 2288 3279**

**Ref: Reverse Auction for .....for SAIL, SRU held on .....**

Reference above, we hereby confirm our Market wise last quoted prices in the Reverse Auction held on ..... for .....for **SAIL, SRU**.

Market No.	Last Quoted Price

We also confirm that we will submit item wise price break-up, within two working days from the date of Reverse Auction.

Signature :

Name :

Designation :

Date :

## **Annexure 19: Undertaking Regarding Submission of Genuine Information & Documents**

I .....(Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s..... (herein after called the bidder) for the purpose of the Tender Documents for ..... as per the tender No. .... of..... (SAIL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.
3. I/We also understand that my /our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information/ document submitted by me/ us are found to be suppressing facts/ forged/ false / fabricated/ fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL. Further, I/we ..... (Name of the Bidder) and all my/ our constituents understand that my /our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me/ us are found to be suppressing facts / false / forged / fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of SAIL, and initiating any legal action as deemed fit by SAIL.

SEAL AND SIGNATURE OF THE BIDDER

Place:

Date: