

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
31.2	In case Deed(s) of Joint Undertaking by the Contractor along with his associate(s)/ collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s)/ collaborator(s) towards faithful performance of the Deed(s) of Joint Undertaking for amount(s) specified in the Bid Data Sheets (BDS) shall be furnished within twenty eight (28) days after Notification of Award. These Bank Guarantees shall be furnished in the form provided in the section "Forms and Procedures" of the bidding documents and shall be valid till such period as specified in the corresponding format for Deed of Joint Undertaking.		
31.3	<p>The Bank Guarantees submitted towards Performance Security shall be essentially from any of the Banks listed in Annexure-I to SCC.</p> <p>The Bank guarantee submitted from within India towards Performance Security shall be issued on Non-Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.</p> <p>In case of guarantees issued by branches outside India for foreign banks, the bank guarantees shall be routed through the correspondent Bank in India for due verification of signatures of the executant and lodgement of claim.</p> <p>The BG issued by a Bank outside India also needs to bear Stamp Duty of appropriate value applicable to the place where BG is to be submitted, the BG will be adjudicated from Collector of Stamps, within 3 months of arrival of BG in India and the expenses incurred in this regard shall be recovered from the Contractor.</p>		
31.5	While issuing the physical BG, the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank whose details are provided in Bid Data Sheets (BDS) through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India).		
32.0	Annulment of award		
32.1	Failure of the successful Bidder to comply with the requirements of ITB Clause 30 or ITB Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of his bid security.		
G. Other Instructions			
33.0	Ineligibility for participation in re-tender/ future tenders		
i)	Notwithstanding the provisions specified in ITB Sub-Clause 12.8 and ITB Clause 32, if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause 30 or does not submit an acceptable Performance Security pursuant to ITB Clause 31.1 to 31.4, and which results in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.		
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ii)	If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders for a period of 6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.
iii)	If a bidder after having been issued the Notification of Award/ Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.
34.0	<p>Time Schedule (programme of performance)</p> <p>The plant and equipment covered by this bidding document are required to be shipped and installed, and the facilities are to be completed within the period named in the Bid Data Sheet after the effective date specified in the Contract Agreement. Bidders are required to base their prices on the time schedule given in relevant appendix to the form of Contract Agreement (Time Schedule) or, where no time schedule is given, on the completion date(s) given in the Bid Data Sheet. No credit will be given for earlier completion.</p>
35.0	Corrupt or Fraudulent Practices
35.1	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes</p> <p style="padding-left: 40px;">collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, for a period of time as specified in the policy for Debarment from Business Dealings, to be awarded a contract if it at any time</p>
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	<p>determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>		
35.2	Furthermore, Bidders shall be aware of the provision stated in GCC Sub-Clause 42.2.		
36.0	Fraud Prevention Policy		
36.1	<p>The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its tender website https://ntpctender.ntpc.co.in/ and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice. If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid security of the bidder shall be forfeited.</p> <p>Bidders shall certify their compliance on "Fraud Prevention Policy" of Employer by accepting the following GTE at the e-Tender Portal:</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p>Acceptance of General Technical Evaluation (GTE) of the Tender at e-Tender Portal shall be considered as bidder's confirmation that they have read the contents of the Fraud Prevention Policy as displayed on tender website at https://ntpctender.ntpc.co.in/ under section 'policy docs' and undertake that they along with their associate/collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention Policy.</p>		
37.0	Policy for Debarment from Business Dealings		
37.1	<p>The Employer has in place a Policy for Debarment from Business dealings displayed on the website www.ntpc.co.in/ ntpctender.ntpc.co.in. The version of Policy presently followed by NTPC is as mentioned in BDS. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.</p> <p>Bidders shall certify their compliance on "Policy for Debarment from Business Dealings" of Employer by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal.</p> <p>"Do you certify full compliance to all provisions of Bid Documents?"</p> <p>Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:</p> <p>(1) Bidder have read the contents of Debarment Policy (version mentioned in BDS) displayed on the website www.ntpc.co.in / ntpctender.ntpc.co.in and agreed to abide by this policy.</p>		
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38.0	<p>a) Bidder have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Deptt. of Expenditure, Ministry of Finance.</p> <p>b) Bidder have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.</p> <p>c) Bidder's Director(s)/ Owner(s)/ Proprietor/ Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.</p> <p>(2) Bidder further confirms as under:</p> <p>that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC Limited/ Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.</p> <p>Pre-Bid Conference</p> <p>The Bidder or his authorised representative (s) is invited to attend the pre-bid conference which will take place as per details stipulated in Bid Data Sheets. Bidders are advised to visit and examine the site during the pre-bid conference as per clause 5.2 of ITB, regardless of their visit to site earlier.</p> <p>The purpose of the conference will be to clarify any issue regarding the Bidding Documents subsequent to Site visit by Bidder.</p> <p>The Bidder is requested to submit questions in writing at the e-Tender Portal or by email before and/or after the pre-bid conference to reach the Employer, not later than the date as specified at the e-Tender Portal. Employer's responses to the queries raised by the bidders shall be in the form of Clarification to the bidding documents, which will be uploaded / posted on the e-Tender Portal.</p> <p>Any queries submitted by Bidder after the specified last date shall not be responded to by Employer and the Bidder will be required to submit their bid based on the Bidding documents read in conjunction with Amendments/Clarifications/Errata thereof.</p> <p>Any modifications of the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment to the bidding documents.</p> <p>Non-attendance at the pre-bid conference will not be a case for disqualification of a bidder. However, Bidder is expected to visit and examine the site to acquaint itself with the ground situations and attend the pre-bid conference subsequently.</p>		
39.0	<p>Integrity Pact</p>		
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39.1	<p>Bidders are required to unconditionally accept all the conditions of the "Integrity Pact (IP)" as per Attachment-9 to the Bidding Documents which has been pre-signed by the Employer.</p> <p>Bidders shall certify their compliance on "Integrity Pact " by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal:</p> <p style="text-align: center;">“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>On Bidder's acceptance to the above GTE condition, Bidder confirms to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents. Where the Joint Venture(s) / Consortium are permitted to participate in the bid pursuant to ITB Clause 8.1.2(a), acceptance of above GTE by bidder shall mean that all the JV Partner(s)/ Consortium members have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents.</p> <p>On Acceptance of the above GTE, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.</p> <p>It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.</p>		
40.0	<p>Independent External Monitors (IEM)s</p> <p>In respect of this package, the Independent External Monitors (IEMs) would be monitoring the implementation and effectiveness of the Integrity Pact Program as per the SOP issued by CVC from time to time and available in its website https://cvc.gov.in/</p> <p>The Independent External Monitor(s) (IEMs) as mentioned at NTPC tender website(https://ntpctender.ntpc.co.in/) under Integrity Pact tab have been appointed by NTPC, in terms of Integrity Pact (IP) which forms part of the NTPC Tenders/Contracts.</p> <p>This panel is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any representation/grievance/complaint pertaining to this package may raise the issue directly with the IEMs at following Address or through e-mail as mentioned in https://ntpctender.ntpc.co.in/:</p> <p>“The IEMs' Secretariat, Contracts Services, 6th Floor, EOC, NTPC Limited, A-8A, Sector-24, Noida-201301 (UP).”</p>		
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41.0	“Restrictions on procurement from a Bidder of a country which shares a land border with India”		
41.1	<p>Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Special Conditions of Contract (SCC).</p> <p>Further, any bidder having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority as mentioned in Special Conditions of Contract (SCC).</p> <p>(Definition/Requirement of ToT shall be as specified in DOE OM Ref. No. F.7/10/2021-PPD(1) dated 23.02.2023, enclosed with SCC)</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract services/works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.</p> <p>However, the said requirement of registration will not apply to bidders/sub- contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p>		
41.2	“Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.		
41.3	“Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.		
41.4	<p>“Bidders from a country which shares a land border with India” / “Subcontractor from a country which shares a land border with India” / “Entity from a country which shares a land border with India” mentioned in para 41.1 above means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p>		
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41.5	<p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>		
	<p>The beneficial owner for the purpose of clause “41.4” above will be as under;</p> <p>a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>		
41.6	<p>An Agent for the purpose of clause “41.4” is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>[Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.</p>		
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42.0	<p>ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]</p> <p>Bidders shall certify their compliance to ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal:</p> <p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly.</p>		
43.0	CONFLICT OF INTEREST		
43.1	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:</p> <ul style="list-style-type: none">a) they directly or indirectly control, or are controlled by or are under common control of another entity; orb) they have the same legal representative/agent for purposes of their bids; orc) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; ord) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; ore) Bidder participates in more than one bid in this bidding process. <p>For the purposes of this clause the term ‘control’ shall have the following meaning:</p> <p>“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements or in any other manner.</p>		
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43.2	<p>Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India / State Government.</p> <p>Bidders shall certify their compliance to ITB Clause "Conflict of Interest" by accepting the following General Technical Evaluation (GTE) of the Tender at e- Tender Portal:</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p>Acceptance of above GTE shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Conflict of Interest" and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.</p>		
44.0	<p>ANTI-BRIBERY AND ANTI-CORRUPTION (ABAC) POLICY</p> <p>The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti-Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website https://ntpctender.ntpc.co.in/.</p> <p>Bidders shall certify their compliance on "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer by accepting the following GTE at the e-Tender Portal:</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p>Acceptance of General Technical Evaluation (GTE) of the Tender at e-Tender Portal shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer as displayed on tender website at https://ntpctender.ntpc.co.in/ under section 'policy docs' and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of Employer.</p>		
45.0	<p>DECLARATION REGARDING INSOLVENCY, BANKRUPTCY AND LIQUIDATION</p> <p>The Bidder shall not be eligible for bidding, if the Bidder has become the subject of proceedings under any bankruptcy or insolvency laws either by way of voluntary insolvency initiation or upon a judicial order being passed to that effect, thereby admitting the Bidder to Corporate Insolvency Resolution Process (CIRP) or Liquidation proceedings</p>		
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	<p>under Insolvency and Bankruptcy Code, 2016 or has a receiver appointed over its properties under any law for the time being in force in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949.</p> <p>The aforesaid ineligibility provision owing to the pendency of CIRP, Liquidation, appointed receiver shall also be applicable to any Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary company from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid.</p> <p>In case of a Foreign Company who is participating either as a Bidder or an Associate, Collaborator, Technology Provider which is undergoing insolvency, bankruptcy or liquidation proceedings, as per the extant laws of the respective jurisdiction, shall also not be eligible for bidding or associating or collaborating or providing Technology or partnership with the Bidder.</p> <p>If, at the time of bid submission, any Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take technical and/or financial support for qualification in the bid, was not undergoing CIRP, Liquidation, Bankruptcy or similar proceedings but subsequently during the period of evaluation of bids, including but not limited to technical, commercial and financial evaluation, or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC, 2016 or any similar proceedings have started by any Judicial / Quasi-Judicial Body, the Bidder shall, with immediate effect, be considered as ineligible and his bid shall be rejected forthwith.</p> <p>An undertaking as per enclosed Proforma (Attachment-3L of Techno-commercial bid form, Section-VII) to the effect that the Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid, is not undergoing any Insolvency, Liquidation or Bankruptcy proceedings, shall be submitted by the Bidder along with its Techno- Commercial bid on the letter head of the Bidder duly signed by the authorized representative of the Bidder. Further, any Foreign Company which is acting as an Associate, Collaborator or Technology Provider, shall also submit an undertaking along with the Techno-Commercial bid of the Bidder that they are not undergoing insolvency, bankruptcy or liquidation as per the relevant laws of their respective jurisdiction.</p> <p>Further, the Bidder, from the submission of bid until the award of work, shall immediately inform the Employer of any proceedings / admission / orders passed for admitting the Bidder or any of its Associate, Collaborator or Technology Provider or Bidder's Parent/Holding/Subsidiary Company (from whom the Bidder has taken or intends to take technical and/ or financial support for qualification of bid) to CIRP by the Adjudicating Authority under IBC, 2016 or any similar proceedings under other applicable laws (in cases where IBC, 2016 is not applicable).</p> <p>Any suppression of such material facts or false declaration shall immediately render the Bidder liable for rejection of his bid, forfeiture of bid security/EMD and banning of business dealing as per terms and conditions of the Policy & Procedure for Debarment from Business Dealings.</p>		
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	<p>In case of non-submission of the Attachment / Declaration with authorized seal and signature, the bid shall not be entertained</p>		
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SECTION – III

BID DATA SHEET (BDS)