

## **SECTION - III**

### **BID DATA SHEETS (BDS)**

## BID DATA SHEETS (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the Instruction to Bidders (ITB)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	<p>The Owner is:</p> <p>Power Grid Corporation of India Limited, Easter Region Transmission system-II CF-17, ACTION AREA-IC, NEW TOWN, RAJARHAT, KOLKATA – 700 156. Tel no. 033-23242847, 7087147068. Email Address: <a href="mailto:Arshiasharma@powergrid.in">Arshiasharma@powergrid.in</a></p> <p>Kind Attn.: Sr DGM (CS)</p>
2.	ITB 1.1	<p>The Owner is:</p> <p>Power Grid Corporation of India Limited, Easter Region Transmission system-II CF-17, ACTION AREA-IC, NEW TOWN, RAJARHAT, KOLKATA – 700 156. Tel no. 033-23242847, 7087147068. Email Address: <a href="mailto:Arshiasharma@powergrid.in">Arshiasharma@powergrid.in</a></p> <p>Kind Attn.: Sr DGM (CS)</p>
3	ITB 2.1	<p>Replace ITB 2.1 with following:</p> <p>This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.</p> <p><b>Further, the firm has to be a ‘Class-I local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII</b></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/amendments if any.</p> <p>'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>'Class -I local supplier' means a supplier or service provider, whose goods , services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'. Presently, the local content requirement to categorize a supplier as 'Class-I local supplier' is <b>minimum 50%</b>.</p> <p><b>Firms who are not 'Class-I local supplier' shall not be eligible to bid.</b></p> <p>The 'Class-I local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class -I local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further, in case price reduction during e-RA, the 'Class -I local supplier' shall ensure that the item offered meets the Local Content requirement considering the revised prices.</p> <p>Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of</p>

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		<p>DPIIT as amended from time to time.</p> <p><b>Firms, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:</b></p> <table border="1"> <tr> <th>Sr. No.</th><th>Event</th><th>Period for which bid(s) shall be considered as non-responsive/ not eligible</th></tr> <tr> <td>1.</td><td>Termination of Contract due to Contractor's default</td><td>1 year</td></tr> <tr> <td>2.</td><td>Encashment of CPG due to non-performance</td><td>1 year</td></tr> <tr> <td>3.</td><td>Repeated failure of major Equipment while in service</td><td>To be determined on case to case basis</td></tr> <tr> <td>4.</td><td>Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</td><td>1 year</td></tr> <tr> <td>5.</td><td>More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor</td><td>1 year</td></tr> <tr> <td>6.</td><td>Firm has been referred to NCLT under Insolvency &amp; Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)</td><td>Till the firm comes out of Resolution process</td></tr> </table> <p><i>*For the purpose of working out 50% of the Contract, following shall be taken into account:</i></p> <p><i>(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</i></p>	Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible	1.	Termination of Contract due to Contractor's default	1 year	2.	Encashment of CPG due to non-performance	1 year	3.	Repeated failure of major Equipment while in service	To be determined on case to case basis	4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year	5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year	6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	Till the firm comes out of Resolution process
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		<p>(b) <i>Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</i></p> <p><b>The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.</b></p>										
4	ITB 5.4	<p>Supplementing ITB 5.4 with following:</p> <p>Alternatively, the nonrefundable fee towards the cost of Bidding documents can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY - <a href="https://epay.powergrid.in">https://epay.powergrid.in</a>, a link of which is provided on the POWERGRID website <a href="http://www.powergridindia.in">www.powergridindia.in</a>. While making such online payment, the bidder shall choose Segment as "Suppliers" and fill in details as follows:</p> <table><tr><td>Payment Category</td><td>Tender fee</td></tr><tr><td>Sub-category</td><td>Tender fee payment-CC</td></tr><tr><td>Name of Depositor</td><td>Name of the Bidder ( <i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i></td></tr><tr><td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the bidder, if existing (<i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i>)</td></tr><tr><td>Payment Remarks</td><td>Tender fee for ..... [<i>enter the name of the package</i> ]</td></tr></table> <p>The copy of 'Online Payment Acknowledgement – Suppliers' generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.</p> <p>Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through POWERGRID ONLINE PAYMENT UTILITY or subsequently pursuant to ITB Clause 21.1, except as exempted in ITB Sub-Clause 5.5 below, shall lead to outright rejection of the Bid.</p>	Payment Category	Tender fee	Sub-category	Tender fee payment-CC	Name of Depositor	Name of the Bidder ( <i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i>	Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing ( <i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i> )	Payment Remarks	Tender fee for ..... [ <i>enter the name of the package</i> ]
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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		The nonrefundable fee towards the cost of Bidding Documents shall be <b>INR 5,000/-</b>
5.	ITB 5.5	<p>Replace ITB 5.5 with the following:  Micro and Small Enterprises (MSEs) registered with <b>Udyam Registration Portal</b> specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to the submission of 'Udyam Registration Certificate' with regard to registration with authority mentioned above in accordance with the relevant notifications/orders.</p> <p><b>Further, EMD exemption and purchase preference benefits shall not be extended to such MSE bidders who are Traders.</b></p>
6.	ITB 6.1	<p>Address of the Employer:</p> <p>Power Grid Corporation of India Limited,  Easter Region Transmission system-II  CF-17, ACTION AREA-IC, NEW TOWN,  RAJARHAT, KOLKATA - 700 156.  Tel no. 033-23242847, 7087147068  Email Address: <a href="mailto:Arshiasharma@powergrid.in">Arshiasharma@powergrid.in</a></p> <p>Kind Attn.: Sr DGM (CS)</p>
7.	ITB 6.2	It is, however, imperative for each Bidder to satisfy himself completely of all local conditions at the specified location(s), the form and the nature of the site. The Bidders, if they consider it necessary, have the permission of the Owner, to carry out surveys and soil investigations for aforesaid purpose at their own cost. In addition, the Bidders are expected to apprise and assess any problems relating to the means of access to the site, the accommodation they may require and its availability, besides any other aspects including financial implication affecting the execution of the work(s) covered under these documents and specifications. A Bidder shall be deemed to have full knowledge of the site (whether he inspects or not) and no claim whatsoever

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		on this account at any stage shall be entertained.  Submission of Bid by a Bidder implies that he has read all the Bidding/Tender Documents and has made himself fully aware of the scope and specifications of the work to be done and of conditions as well as of local conditions and other factors which may have bearing on the execution of the works.
8.	ITB 9	For the package, Integrity Pact and Safety Pact is applicable and bids from joint venture is not permitted
8a.	ITB 9.1(i), 9.1 b(i), 15.1 (ii)(a), 16.1	Replace “DD towards Bidding Document fee” with the following: “Online Payment Receipt towards Bidding Document fee”.
9.	ITB 9 I (viii)	<b>Supplementing ITB 9 I (viii) with the following</b>  (a) Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (in line with PPP-MII Order and MoP Order. (b) Bidders shall also submit (i) Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable and (ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products duly signed and stamped on each page.
10.	ITB 9.2	Alternative bids shall not be permitted
11.	ITB 9.3(a)	<b>Attachment 1: Not Applicable</b>
12.	ITB Clause 9.3(g)	Attachment 6: Deviations shall be replaced as  Attachment 6(C ) – Commercial Deviations Attachment 6(T ) – Technical Deviations
13.	ITB 9.3(q)	<b>Supplementing clause i.e. ITB 9.3(q) (iii) as follows:</b> (iii) Detailed information regarding previous transgressions of Integrity Pact that occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any country.
14.	ITB 9.3(v)	Add new Clauses ITB 9.3(w),(x) as follows: (v) <b>Attachment 21: Affidavit of Self certification regarding</b>

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		<p>Minimum Local Content in line with PPP-MII Order and MoP Order, if applicable (<i>submission of Hard Copy in 'Original'</i>), to be submitted on a non-judicial stamp paper of Rs. 100/-.</p> <p>In line with the PPP-MII Order and MoP Order, the bidder shall submit the Affidavit of self-certification, in original, certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on a non-judicial stamp paper of Rs. 100/-.</p> <p>Further, false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity pact and in line with the provisions of the PPP-MII Order and MoP Order.</p> <p>Further, Self-certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.</p> <p>Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate.</p> <p>Further, auditor's/ accountant's certificates (as the case Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate.</p>
15.	ITB Clause 11.5	<p>Replace the existing provision with the following:</p> <p>The prices shall be in accordance with the following:</p> <p>Fixed Price. Prices quoted by the Bidder shall be fixed during the</p>



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		Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected.								
16.	ITB 13.1	<p><b>Replacing ITB clause 13.1 with the following:</b></p> <p><b>Amount of Bid Security: INR 3,70,000/-</b></p> <p>Micro and Small Enterprises (MSEs) registered with <b>Udyam Registration Portal</b> specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to the submission of 'Udyam Registration Certificate' with regard to registration with authority mentioned above in accordance with the relevant notifications/orders.</p> <p><b>Further, EMD exemption and purchase preference benefits shall not be extended to such MSE bidders who are Traders.</b></p>								
17.	ITB 13.2	<p>The bid security shall, at the bidder's option, be in the form of (a) <b><u>e-Payment, through On Line Payment on POWERGRID Online Payment Utility</u></b></p> <p><b>For making e-Payment</b>, bidder has to open the web portal namely <a href="https://epay.powergrid.in">https://epay.powergrid.in</a> (POWERGRID Online Payment Utility), a link of which is provided on the POWERGRID website <a href="http://www.powergrid.in">www.powergrid.in</a>. While making such online payment, the bidder shall choose Segment as "Suppliers" and fill details as below:</p> <table><tr><td>Payment Category</td><td>EMD/Performance Security, as applicable</td></tr><tr><td>Sub-Category</td><td>Bid Security payment-ER-II</td></tr><tr><td>Name of Depositor</td><td>Name of the bidder (name of the sole bidder or name of Lead Partner of the Joint Venture on behalf of the Joint Venture in case of JV bids)</td></tr><tr><td>Vendor Code</td><td>POWERGRID vendor code of the bidder (vendor code of sole bidder or the Lead</td></tr></table>	Payment Category	EMD/Performance Security, as applicable	Sub-Category	Bid Security payment-ER-II	Name of Depositor	Name of the bidder (name of the sole bidder or name of Lead Partner of the Joint Venture on behalf of the Joint Venture in case of JV bids)	Vendor Code	POWERGRID vendor code of the bidder (vendor code of sole bidder or the Lead
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Sl. No.	ITB Clause Ref. No.	Bid Data Details	
			partner of Joint Venture)
		Payment Remarks	EMD/ Performance Security for .....[Enter name of package]
		The copy of “Online Payment Acknowledgement- Suppliers” generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.  Or (b) a bank guarantee from a reputed bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall be valid upto date as mentioned in BDS, or any other date as subsequently requested under ITB Sub-Clause 14.1.	
18.	ITB 13.6	Supplement clause 13.6 with the following  (f) POWERGRID reserves the right to verify the authenticity of documents submitted by the parties in support of their Qualifying Requirements (Financial & Technical) from the respective source and in case of any discrepancy found during the course of verification, the EMD amount submitted by the parties shall be forfeited and appropriate action against the defaulting agency will be taken by POWERGRID.  (g) In case of a successful bidder, if the work is not commenced after work is awarded to bidder.	
19.	ITB 15.1 (ii) (g)	Supplementing ITB clause 15.1 (ii) (g) with the following:  (a) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page and Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order.	
20.	ITB 16.1	The Bidder shall upload the soft copy part of the bid as per the provisions of the portal (refer para 15.1& 15.4 above) and	

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>submit the hard copy of Demand Draft (please refer ITB Cl. 13.2 for details) towards Bidding Document fee or documentary evidence in support of exemption of Document fee (as applicable), Bid Security or documentary evidence in support of exemption of Bid Security (as applicable), Integrity Pact, Safety Pact, Power of Attorney, duly marked First Envelope (Techno - Commercial Part) in the following manner.</p> <p>Envelope - 1: Bidding Document fee/documentary evidence in support of exemption of Bidding Document fee</p> <p>Envelope - 2: Bid Security/ documentary evidence in support of exemption of Bid Security</p> <p>Envelope - 3 Integrity Pact (not needed for value &lt; 01 Cr.)</p> <p>Envelope - 4: Power of Attorney</p> <p>Envelope -5: Safety Pact</p> <p><b>Envelope-6: Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page and Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order</b></p> <p><del>The Bidder shall upload the Excel files of Price Schedule and Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.</del></p>
21.	ITB 16.2(a), ITB 16.2(b), ITB 17.1,	Address for submission of Hard copy part of Bids; Address in Person or by Post: Sr DGM (CS)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
	ITB 19.3 (a) and ITB 20.1	<p>Power Grid Corporation of India Limited, CF-17, ACTION AREA-IC, NEW TOWN, RAJARHAT, KOLKATA – 700 156. Tel no. 033-23242847, 7087147068. EmailAddress: <a href="mailto:Arshiasharma@powergrid.in">Arshiasharma@powergrid.in</a></p> <p>Deadline for uploading of Bids on the portal <a href="https://etender.powergrid.in">https://etender.powergrid.in</a> Up to <b>11:00</b> hours (Indian Standard Time) on <b>05.08.2024</b> Address for Bid Opening:</p> <p>Sr DGM (CS) Power Grid Corporation of India Limited, CF-17, ACTION AREA-IC, NEW TOWN, RAJARHAT, KOLKATA – 700 156. Tel no. 033-23242847, 7087147068.</p> <p>Time and date for Bid Opening – First Envelope: <b>Date : 05.08.2024</b> <b>Time: 11.30 hours</b> (Indian Standard Time)</p> <p>(a) Bid Title: .....</p> <p><b><u>FIRST ENVELOPE</u></b></p> <p>(b) Do not open before 11.30 hours (Indian Standard Time) on ____/____/20____.</p>
22.	ITB 22.3.1	<p>Replace ITB Cl. 22.3.1 with the following</p> <p>Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 24 (Patent Indemnity), 25 (Limitation of Liability), 35 (Settlement of Disputes), 36 (Arbitration) and <del>Appendix 2 to the Form of Contract Agreement (Price Adjustment)</del> will be considered as non-responsive.</p>
23.	ITB 22.3	Supplementing Sub Clause ITB 22.3

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		Bids stipulating delivery dates beyond that specified under GCC Clause 1.1 and asking for change of delivery destination specified at GCC Clause 3.0 may run the risk of rejection.
24.	ITB 24.1 (c)	The completion schedule Services to be supplied under the subject package shall be <b>12 months</b> from the date of Notification of Award or as mentioned in the LOA. Bids stipulating completion time beyond that specified under GCC this clause may run the risk of rejection.
25.	ITB 27.4 (b)	Deleted as Functional Guarantees are not applicable.
26.	ITB 27.4(c)	<p>Replace the existing provisions with the following:</p> <p>the performance of the equipments offered;</p> <p>Bidder shall conform the guaranteed performance or efficiency of the Equipment in response to the Technical Specifications. Equipment offered shall have minimum performance specified in Technical Specification to be considered responsive. Bids offering Equipments with a performance less than the specified may be rejected.</p>
27.	ITB 27.5 (c)	For the purpose of evaluation, no adjustment to the bid price towards performance guarantees of the Equipment is applicable. However, the provision of Technical Specification, Volume-II of the Bidding Documents and Clause ITB 27.4 (c) shall prevail.
28.	ITB 28.1	<p>Supplementing Sub Clause ITB 28.1</p> <p><b><u>MSE Purchase Preference:</u></b> Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.</p>

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29.	ITB 35.1	<p>Replace the existing provisions with the following:</p> <p>Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for <b>10% (Ten percent)</b> of the contract price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the BDS and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents.</p>
30.	ITB 17.2.1	The e-mail ID for the purpose as per ITB 17.2.1 is <a href="mailto:Arshiasharma@powergrid.in">Arshiasharma@powergrid.in</a>
31.	ITB 29.0	E-Reverse Auction is <b>not applicable</b> for this package.
32.		<b>For MSE bidders, exemption on financial criteria of MAAT may be considered, i.e., an MSE bidder meeting the technical requirement of QR but not meeting MAAT(financial) requirement shall be considered qualified for award of the whole package.</b>

----- End of Section-III (BDS) --