

Amended BID DATA SHEETS (BDS)

The following bid specific data for the Goods and Related Services 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 |
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| 1. | ITB 2.1 | <p>Replace Clause ITB 2.1 with the 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 with whom business is banned by the Employer.</p> <p>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 of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 04/06/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) Order 2017-Notification of Telecom Products, Services or works, issued by Department of Telecommunications(DoT) vide notification dated 29.08.2018 and subsequent modifications/amendments if any</p> <p>Firms who are not 'Class-I Local Supplier' shall not be eligible to bid.</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</p> |

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| | | <p data-bbox="545 279 1529 430">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 data-bbox="545 474 1529 863">& However the bidder(s) who is not a 'Class-I Local Supplier' shall also be eligible to bid provided the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of product developed abroad with clear phasing of increase in local content. Such bidder(s) shall however, required to submit technology collaboration agreement/ transfer of technology agreement with clear phasing of increase in local content, alongwith the bid.</p> <p data-bbox="545 907 1529 1161">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:</p> <table border="1" data-bbox="550 1205 1503 1795"> <thead> <tr> <th data-bbox="558 1205 631 1398">Sr. No.</th> <th data-bbox="639 1205 1224 1398">Event</th> <th data-bbox="1232 1205 1495 1398">Period for which bid(s) shall be considered as non-responsive/ not eligible</th> </tr> </thead> <tbody> <tr> <td data-bbox="558 1398 631 1486">1.</td> <td data-bbox="639 1398 1224 1486">Termination of Contract due to Contractor's default</td> <td data-bbox="1232 1398 1495 1486">1 year</td> </tr> <tr> <td data-bbox="558 1486 631 1566">2.</td> <td data-bbox="639 1486 1224 1566">Encashment of CPG due to non-performance</td> <td data-bbox="1232 1486 1495 1566">1 year</td> </tr> <tr> <td data-bbox="558 1566 631 1682">3.</td> <td data-bbox="639 1566 1224 1682">Repeated failure of major Equipment while in service</td> <td data-bbox="1232 1566 1495 1682">To be determined on case to case basis</td> </tr> <tr> <td data-bbox="558 1682 631 1795">4.</td> <td data-bbox="639 1682 1224 1795">Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</td> <td data-bbox="1232 1682 1495 1795">1 year</td> </tr> </tbody> </table> | 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 |
| 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 | | | | | | | | | | | | | | | |
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| | | 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 |
| | | <p><i>*For the purpose of working out ...% 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> <p><i>(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</i></p> <p>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.</p> | | |
| 2. | ITB 5.5 | <p>Replace ITB 5.5 with the following:</p> <p>Micro and Small Enterprises (MSEs) registered with District Industries Centers (DICs) or Khadi & Village Industries Commission (KVIC) or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or Udyam Registration or any other body 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 read in conjunction with related notification from time to time for such enterprises. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.</p> | | |

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| 3. | ITB 9(I) (viii) | <p>Supplementing ITB 9 I (viii) with the following-</p> <p>Bidders shall also submit</p> <ul style="list-style-type: none"> (i) Affidavit of Self certification regarding Local Content, if applicable, duly signed and stamped on each page. (ii) 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 in the goods/services/works supplied by the Bidder/OEM/Supplier, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and DoT-Order- Not Applicable |
| 4. | ITB 9.1 | <p>Supplementing ITB 9.1 with the following</p> <p>The bid shall be submitted by the Bidder under “Single Stage - Two Envelope” procedure of bidding.....</p> <p>(b) Hard copy of the following documents submitted at the address mentioned at 1.1 above:</p> <ul style="list-style-type: none"> (i) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in the in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5 (ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II. (iii) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope. (iv) Power of Attorney as per Clause 9.3 (b). (v) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope |
| 5. | ITB 9.1(b) | Supplementing Sub-Clause ITB 9.1(b) (vii) with the following:- |

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| | (vii) | <p>Bidders shall also submit</p> <ul style="list-style-type: none"> (i) Affidavit of Self certification regarding Local Content, if applicable, duly signed and stamped on each page. (ii) 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 in the goods/services/works supplied by the Bidder/OEM/Supplier, if applicable, duly signed and stamped on each page, shall be submitted by the Bidder in line with PPP-MII Order and DoT Order-Not Applicable |
| 6. | ITB 9.3 (u) | <p><u>Add new Clauses ITB 9.3(v) , ITB 9.3(w), ITB 9.3(x) & ITB 9.3(y):</u></p> <p>(v) Attachment 21: Affidavit of Self certification regarding Local Content in line with PPP-MII 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 DoT-Order, Affidavit of Self certification by the Bidder/OEM/Supplier, in original, certifying that the item offered meets the Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order and DoT Order, shall be submitted by the bidder 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 DoT Order.</p> <p>(w) Attachment 22: 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, in the goods/services/works supplied by the</p> |

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| | | <p>Bidder/OEM/Supplier, in line with PPP-MII order and DoT-Order.</p> <p>In line with the PPP-MII order and DoT-Order, Affidavit of Self certification by the Bidder/OEM/Supplier, in original, certifying that the item offered meets the Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order and DoT Order, shall be submitted by the bidder 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 DoT Order- Not Applicable</p> <p>(x) Attachment 23: Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA</p> <p>(y) Attachment 24: Declaration by the bidder regarding events encountered pursuant to ITB Clause 2.1 (<i>In case of Joint Venture bid, the declaration shall be given by all partners of the Joint Venture</i>)</p> |
| 7. | ITB 13.1 | <p>Replace ITB 13.1 with the following</p> <p>The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated in the BDS. The bid security must be submitted in the form provided in the Bidding Documents.</p> <p>Micro and Small Enterprises (MSEs) registered with District Industries Centers (DICs) or Khadi & Village Industries Commission (KVIC) or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or Udyam Registration or any other body 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 read in conjunction with related notifications issued from time to time for such</p> |

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| | | enterprises. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders. |
| 8. | Envelope-4 of ITB 16.1 | <p>Supplementing Envelope-4 of ITB 16.1 with the following:-</p> <p>Affidavit of Self certification regarding Local Content under PPP-MII order and DoT Order, if applicable, Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII order and DoT Order, if applicable.</p> |
| 9. | ITB 21.1 | <p>Replace ITB 21.1 with the following:</p> <p>During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (s), (t), (u), (v), (w), (x) & (y) or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) & (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Demand Draft or Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4, Online Payment acknowledgment towards Bid Security (in cases where online payment has been made prior to the deadline for submission of hardcopy part of the bids), documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5 or 13.1, documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.</p> <p>In case of non-submission of documents related to/ identified in Attachment-11 {Information regarding ex-employees of Employer in Bidder's firm'}, the Employer may give the Bidder not more than 7 working days notice to rectify/ furnish such documents, failing</p> |

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| | | which Employer reserves the right to reject such bids. Employer shall be sole judge in this regard. |
| 10. | ITB 28.1 | <p>Supplementing Sub Clause ITB 28.1</p> <p>Purchase Preference as admissible under the policies of Government of India in vogue shall be as per Annexure-C (BDS).</p> |