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**Consulate General of India
Erbil**

**Tender for supply of one Door Frame Metal Detector (DFMD) to
Consulate General of India, Erbil, Kurdistan, Iraq**

Tender No. : ERB/ADM/551/03/2017

Date of uploading tender document: 22 September, 2019

Last date for submission of bids: 7 October, 2019

**Address:- Consulate General of India
#1010, Dream City, Erbil, Kurdistan, Iraq
admn.erbil@mea.gov.in**

No. ERB/ADM/551/03/2017
Consulate General of India
Erbil

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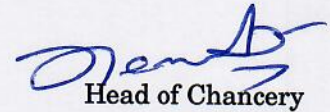
Dated: September 19, 2019

NOTICE INVITING TENDER

Consulate General of India, Erbil invites Tender under two bid system from registered firms for supply of one Door Frame Metal Detector (DFMD) to Consulate General of India, Erbil at House No. 1010, Dream City, Erbil, Kurdistan, Iraq.

The tender documents can be downloaded from the websites <http://www.eprocure.gov.in>, <http://www.cgierbil.gov.in> or <http://www.eoibaghdad.gov.in> from September 23, 2019 to October 07, 2019 (0930 hrs to 1730 hrs). No tender fee will be charged for the tender documents. Please note that any corrigendum/addendum in the above tender documents, if required, will be hosted in the website of the Consulate General of India, Erbil as given above.

2. The interested firms should submit the bids in two separate sealed covers, super scribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a single enveloped super scribed as "Tender No. ERB/ADM/551/03/2017 for Supply of one Door Frame Metal Detector (DFMD)" and addressed to "Head of Chancery, Consulate General of India, Erbil". The bid should be submitted to the Head of Chancery, Consulate General of India, Erbil. Please note that no tender documents will be accepted after the expiry of stipulated date and time for the purpose (October 07, 2019 till 1730 hrs) under any circumstances.
3. The Technical Bids will be opened on October 09, 2019 at 1500 hrs by a Committee duly constituted by the Competent Authority of the Consulate General of India, Erbil. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose.
4. The Competent Authority reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the competent authority of the Consulate shall be final and binding.



Head of Chancery
CGI, Erbil

Tel No +964-7517402101

LETTER OF BID

Dated: 2019

To,

Head of Chancery
Consulate General of India
Erbil

Ref: Invitation for Bid No. ERB/ADM/551/3/2017 dated September 22, 2019

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.

- We offer to execute in conformity with the Bidding Documents for supply of One Door Frame Metal Detector (DFMD) at the House No. 1010, Dream City, Erbil, Kurdistan, Iraq.
- Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.
- If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
- We also declare that the Government of Iraq or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
- We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

SECTION- I: INVITATION FOR BIDS (IFB)

- The Consulate General of India, Erbil invites sealed bids from eligible bidders for supply of one Door Frame Metal Detector as per the following specifications mentioned in Annexure 7.

Contact information:

**Head of Chancery
Consulate General of India, Erbil
Email: hoc.erbil@mea.gov.in,**

- **Two bid System:**

The two bid system will be followed for this tender. In this system, bidder must submit his offer in two separate sealed envelopes as explained below:

Envelope No. 1: "Technical Bid" shall contain:

1. Duly filled in Technical Bid with proper seal and signature of authorized person on each page of the bid submitted.
2. Self Attested copy of VAT Registration certificate, as applicable.
3. A copy of Certificate of Incorporation, Partnership Deed, Memorandum and Articles of Association, as applicable.
4. The bidder must submit plan/arrangement for installation and warranty services/after sale services to be provided at site.
5. Detailed technical specifications make & model, part number and compliance to the Schedule of Requirement for which bid is submitted.
6. The bidder should submit an undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted in case the Consulate General of India, Erbil decides to place the Purchase Order with them.
7. Other related documents e.g. Trade License etc. as mentioned in the tender document but not listed here.

Envelope 2: "Financial Bid" shall contain:

Price Schedule (Section-IV) complete in all respects with proper seal and signature of authorized person. Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope no. 1 Technical Bid" and "Envelope no. 2 Financial Bid". Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical Bid & Financial Bid" for supply of one unit of Door Frame Metal Detector (DFMD) and addressed to "**Head of Chancery, Consulate General of India, Erbil**".

Note 1: Please write tender number on each envelope and seal all the envelopes.

Note 2: Please do not put "Financial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid, the tender will be rejected.

Opening of Technical Bids:

- All the technical bids received by the Consulate General of India, Erbil will be opened on October 09, 2019 at 1500 hrs in the Conference Room, Consulate General of India, Erbil.
- After being opened, the Technical Bids will be evaluated by the Consulate General of India, Erbil based on the available documents submitted by the bidder.
- After evaluation of the Technical Bids, the Consulate General of India, Erbil will intimate the date for opening of the Financial Bids of only those bidders who qualify at Technical Bid stage.
- Financial Bids of those bidders who do not qualify at Technical Bid stage will be returned to the respective bidders un-opened.

Opening of Financial bids:

- Financial bids of the shortlisted bidders only will be opened, in the presence of the bidders or their authorized representative, who choose to attend, **date to be intimated later**.
- The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the financial bid opening.
- The bidder's name, bid prices, discounts and such other details considered as appropriate by the Consulate General of India, Erbil will be announced at the time of the opening of the bids.
- Technically accepted competitive bids ONLY will be considered for the opening of Financial Bids.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

Implementation/Timelines

The supply and installation must be completed within 02 weeks, after placement of purchase order.

Location for the Supply and Installation

The equipment covered by this document are required to be supplied and installed at House No. 1010, Dream City, Erbil, Kurdistan, Iraq.

Order Placements and Release of Payment

The Purchase Order and payment shall be processed by “**Head of Chancery, Consulate General of India, Erbil**”.

Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, The Consulate General of India, Erbil may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

Period of validity of bids:

- a. Bids shall be valid for a minimum 180 days from the date of submission of bids. A bid valid for a shorter period shall stand rejected.
- b. The Consulate General of India, Erbil may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

Submission of Bids:

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

Deadline for Submission of Bids:

Bids must be submitted before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared a holiday for the Consulate General of India, Erbil, the bid closing deadline will stand extended to the next working day up to the same time.

The Consulate General of India, Erbil may extend this deadline for submission of bids by

amending the bid documents and the same shall be suitably notified on the website of the Consulate General of India, Erbil.

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Late Bids:

Any bid inadvertently received after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

Criteria for Award of Contract/Order:

The Consulate General of India, Erbil shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated financial bid.

- The lowest price criteria shall be applied on the total.

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Purchaser's Right to amend Scope of Work

If, for any unforeseen reasons, the Consulate General of India, Erbil is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

Interpretation of the clauses in the Tender Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, Consulate General of India, Erbil's interpretation of the clauses shall be final and binding on all parties.

SECTION III: MINIMUM ELIGIBILITY CRITERIA

- The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-
 - **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license to do business in Erbil. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
 - **Experience:** The Bidder shall have experience in undertaking similar projects for Embassies /High Commissions /Government offices/Consulates/hotel/large business establishments.
 - **Company profile/information regarding key personnel:** The bidding company shall also include in its bid, as per proforma at Annexure-6 of this document, details about the company and about its key personnel.
- **Documents supporting the Minimum Eligibility Criteria:**
 - As proof of having fully adhered to the minimum eligibility criteria under Section III, 1(a), attested copies of certificates issued by the respective authority should be attached with the bid documents.
 - As proof of having fully adhered to minimum eligibility criteria at 1(b), attested copies of experience certificates for completed work/ongoing work issued by the Foreign Embassies/High Commissions/Government offices/Consulates/hotel/large business establishments shall be attached with bid document.
 - **As proof of having fully adhered to minimum eligibility criteria at 1(c), copies of supporting documents for company profile/information about key personnel may be provided along with Annexure-6 of this tender document.**

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

- **Prices:**

- The price quoted shall be considered firm and no price escalation will be permitted.
- Bidders must quote the price in the format given in Price Schedule at **Annexure -2** of this document.
- All amounts are to be quoted only in USD.
- The prices quoted should be inclusive of freight, insurance, packing, distribution, after sales service.

- **Performance Bank Guarantee (PBG):**

The successful bidder will be required to furnish the Performance Bank Guarantee in form of Bank Guarantee for the 10% (ten percent) amount of the Purchase Order within 15 days of receipt of Purchase Order, as per the format attached to this document (Refer Annexure-5). This bank guarantee shall remain valid till the completion of warranty period.

- **Warranty:**

All the items supplied shall carry minimum 02 (Two) year on site comprehensive warranty from the date of Installation & Commissioning. The bidder must undertake to provide the Installation and warranty service at Erbil. The repairing/rectification/replacement/configuration required, if any, of the items under warranty must be done at on site workshop.

- **Payments:**

- 70% of the payment will be made on delivery of material and production of claim with supporting document.
- Payment of 20% against successful installation & commissioning as per contract document and to the satisfaction of Consulate General of India, Erbil.
- Balance 10% payment will be made on the completion of warranty period or against submission of Bank Guarantee of equivalent amount from any bank valid for the entire period of warranty.

- **Penalty for delayed Services:**

- **The Consulate General of India, Erbil reserves the right to levy penalty @ of 1 % of order value per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the order value.**

- The Consulate General of India, Erbil reserves the right to cancel the order in case the delay is more than 02 weeks.

- **The penalties, if any shall be recovered from the 20% claim due after installation & commissioning.**

6. Force Majeure:

The Consulate General of India, Erbil may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

Tender Submission Sheet
(To be submitted with the Financial bid only)

Invitation for Tender No:

Date:

Tender Name:

To:

[Name and address of Employer]

We, the undersigned, offer to execute and complete in conformity with the Conditions of Contract and associated Contract Documents including Addenda Nos. and maintain the whole of the said works at the rates quoted against each items in the Bill of Quantities.

The total price of our Tender is:

Tk.: [insert value in figures)

[Insert value in Words]

Our Tender shall be valid for the period stated in the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security for an amount of USD. ----- only is attached in the form of a *[state pay order, bank draft]* valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the ITB and valid for a period of 28 days beyond the date of issue of the Defect Liability Certificate of Works.

We declare that the Government of Iraq has not declared us, and any Subcontractors or Contractors for any part of the Contract ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices.

We are not participating as Tenders in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of the Tender. Tender or any other Tender that you may receive.

Format for submitting the Price Schedule for supply of one unit of Door frame Metal Detector (DFMD) to the Consulate General of India, Erbil

(To be submitted along with the financial bid only)

BID No. ERB/ADM/551/03/2017

Date:

To,

Head of Chancery

Consulate General of India
House no 1010, Erbil, Kurdistan
Iraq

Price Schedule

S. No.	Item	Total Bid Quantity	Total Price (in USD)
1	2	3	4

One Unit of Door Frame Metal Detector (DFMD)

Note:

Above quoted price for supply of one unit of DFMD is complete in all respect as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Notification of Award

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project / Contract]* for the Contract Price in USD *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenders is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security and signing the Contract Agreement within Seven (7) days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorized to sign for and on behalf of

[name of Procuring Entity]

Date:

Contract Agreement

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[name and address of Employer]* (hereinafter called "the Employer") of the one part and *[name and address of Contractor]* (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, *[brief description of works]* and has accepted a Tender by the Contractor for the execution of those works in the sum of USD *[Contract price in figures and in words]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
- The documents forming the Contract shall be interpreted in the following order of priority:
 - the signed Contract Agreement;
 - the letter of Notification of Award
 - the completed Tender Submission Sheet as submitted by the Tender;
 - the priced Bill of Quantities as submitted by the Tender;
 - Scope of Work, and
 - Performance Bank Guarantee
- In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
- The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Iraq on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

Print Name

Title

In the presence of

Name

Address

PROFORMA OF BANK GUARANTEE

(on non-judicial paper of appropriate value)

**To,
Head of Chancery
Consulate General of India
Erbil, Kurdistan, Iraq**

BANK GUARANTEES NO.:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by CGI, Erbil M/s (Name & Address of vendor) for.

The conditions of this order provide that the vendor shall,

- Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
- Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Iraq, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the purchase order No. _____ M/s. (name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

CGI, Erbil shall be at liberty without reference to the Bank and without affecting the full liability of the Bank here under to take any other undertaking of security in respect of the suppliers obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of the CGI, Erbil under any security(ies) now, or hereafter held by the CGI, Erbil and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the CGI, Erbil here under or of prejudicing right of the CGI, Erbil against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the CGI, Erbil and liabilities of the supplier arising upto and until date.....

Your right to recover the said sum of USD. _____USD_____

_____ only) from us in manner aforesaid will not be affected/or suspended by Reason of the fact that any dispute or disputes have been raised the said M/s and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to USD. _____

(USD_____Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- Our liability under this guarantee shall not exceed USD.....(in words)
 - This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
 - We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before
 - The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorized Signatory

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

NAME OF THE COMPANY

NAME AND DESIGNATION OF

AUTHORISED REPRESENTATIVE

COMMUNICATION ADDRESS

PHONE NO./MOBILE NO.

FAX E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

NAME OF THE CONTACT PERSON DESIGNATION

PHONE No.

MOBILE No.

E-MAIL ID

**DETAILS ABOUT KEY PERSONNEL OF THE BIDDING
COMPANY (With ID proof/supporting documents)**

1.

2.

3.

4.

5.

Annexure - 7 (Seven)

- 42 -

Technical specifications of Door Frame Metal Detector (DFMD) (Single Zone) (water proof/ weather proof)

(decided on 02.03.2016)

1. Technology : Suitable latest technology.
2. Dimensions :
Detection area – Height: not less than 205 cm
Width : 72-80 cm
Depth : 57-60 cm
3. No. of zones : Single zone
4. Operational : User Selectable
Frequencies
5. Sensitivity : Adjustable
6. Zone sensitivity: Single zone along with minimum 05 frequencies
& adjustment
7. Metal Detection:
(i) Should detect
(a) Ferrous, Non-ferrous, Ferrite & Alloys.
(b) Uniformly in entire frame area.
(c) In all orientation and
(d) In walking speed of interception
8. Alarm : i) Audible alarm on detection with adjustable volume.
9. Display : Back lit LED display.
10. False Alarm rate: Less than 3%
11. Interference :
Suppression
i) Should not interfere with adjacent installed DFMDs within a distance of 1 ft.
ii) Should not be affected by opening/closing of a metallic gate in vicinity.
iii) Should not be affected by heavily reinforced floors/ roof tops / walls.
iv) Should not be affected by external RF transmission and EMI (Electro-Magnetic Interference), (supported by Test certificates from NABL or other accredited labs from the country of origin of the equipment).
12. Capacity/ :
throughput rate
20 persons or more per minute Adjustable Traffic count is acceptable
13. Power Supply:
(a) 220 VAC 50 Hz Mains \pm 10%
(b) Rechargeable maintenance free internal battery for minimum 10 hrs operation with inbuilt charger (external batteries will not be accepted)
(c) Audio Visual low Battery indicator

- (d) Instrument should also work in case of without battery back-up through power supply.
- 14. Calibration : Inbuilt auto calibration capability.
- 15. Safety :
 - (a) The bidder shall submit a certificate from any accredited Indian laboratory regarding its adverse effects on human and machines. Harmlessness to magnetic media and heart pacemaker, pregnant women.
 - (b) Should conform to international standards of safety/ radiations.
 - (c) Should be Data safe.
- 16. Self Diagnostics: User-friendly self-testing diagnostics to identify faulty condition.
- 17. Operating : Temperature – From 5 degree C to 55 degree C
Ambience Humidity – Upto 95% Non condensation.
- 18. Control Panel: Easily accessible, modular design with standard plugs and connectors. Adjustable control should only be activated on the insertion of a removable key or by password.
- 19. Construction : Lightweight, Rigid, laminated side panels and cross piece, ABS plastic boots for panel protection. Base wheels for easy mobility & should be waterproof/ weatherproof and usable at outdoor locations. It should have a floor panel to attach both side panels to give stability & rigidity to the machine.
- 20. Warranty : Warranty for 3 years. Sufficient spares should be available in stock with the supplier from the manufacturer and certificate for availability of spares in Delhi for at least 7 years after the warranty period.
- 21. Accessories :
 - i) One Test sample for each machine for testing during commissioning and during maintenance.
 - ii) Training tools – charts, slides, training brochure, training work, model blow up diagram, video films on demonstrations and use etc.
 - iii) Technical manual giving full description of the item. Practical training at least 4 times in a year continuing during warranty period.
 - iv) User's handbook and literature on preservation/ maintenance as applicable.
 - v) Procedure for packing, handling, transportation, storage and battery replacement.
- 22. Counters : Counting of number of persons passing the sensing zone- inbound/outbound.

DATES TO REMEMBER

Sl. No.	Events	Date
1.	Tender Publish Date	23.09.2019(at 0930 hrs)
2.	Bid Submission start date	23.09.2019(at 0930 hrs)
3.	Bid submission end date	07.10.2019(upto 1730 hrs)
4.	Opening of Technical Bids	09.10.2019(at 1500 hrs)*
5.	Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Date to be intimated later*