

INDIAN NURSING COUNCIL (INC)

(An Autonomous body under MOH&FW)

**8TH FLOOR NBCC Centre, Okhla-1(Near Crowne Plaza Hotel)
New Delhi-110020**

TENDER NO. HW/AMC 001

Tender Document

Annual Maintenances Contract For Equipment Like DVR, CCTVS, OHP, Fire Alarm, UPS, EPABX and Information and Communication Technology Hardware (Desktop, laptop, printer, all-in-one, router and switches etc)

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Ph: 011-26819157, 011-26819159, 011-26819160

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I. INTRODUCTION

This Open tender is for Annual Maintenances Contract for Equipment **DVR, CCTVS, OHP, Fire Alarm, UPS, EPABX and Information and Communication Technology (ICT) Hardware (Desktop, laptop, all-in-one, printer, router and switches) etc**; as per Annexure-I. These numbers are tentative and could vary from time to time. The tentative Bid schedule is mentioned in the Annexure-II.

One agency will be empanelled by INC for this work for a period of two years. The empanelment can be extended for a further period of one year through mutual consent.

The tender can be downloaded from INC's website <https://www.indiannursingcouncil.org/> or <https://eprocure.gov.in/cppp/>

II ELIGIBILITY CRITERIA

The agencies must fulfil the following pre-qualification conditions.

- a) The agency must have a regular office in a commercial complex, with (i) experience of 3 years of in the Annual Maintenance Contract (AMC) of Equipment's like DVR, CCTVS, OHP, Fire Alarm, UPS, EPABX and Information and Communication Technology Hardware (Desktop, laptop, all-in-one, printer, router and switches) etc.;
- b) The agency's turn over from AMC should be more than Rs. 50 Lakhs (Rupees Fifty Lac only) in each of the last three years 2015-16, 2016-17 and 2017-18. Turnover certificate in original from a chartered accountant clearly indicating that the turnover from AMC services of similar equipment mentioned in this tender document should be submitted.
- c) The agency must have completed at least three jobs of AMC for similar equipment's of Rupees five lakhs each in the last three financial years (i.e one in each financial year). Submit details of such jobs as per Annexure-I. Copies of purchase orders may be submitted as applicable.
- d) The agency should be registered with GST and have a PAN.

- e) Attested copies of Articles of Association (in case of registered firms), bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted.
- f) The agency shouldn't have been black listed by any of the Central/State government departments. Attach self-declaration to this effect.

Document in support of all the above items (a) to (f) should be submitted along with bid. In the submitted bid documents, each page should be numbered with an index page.

Upon Verification, evaluation/assessment, if any information furnished by the agency is found to be false/incorrect, their bid shall be summarily rejected, EMD shall be forfeited and no correspondence on the same, shall be entertained.

III BID SUBMISSION

III (1) Bid Submission

- a. Agencies are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the agency's risk and may result in the rejection of the bid.
- i. A Demand Draft (D.D) of Rs. 60,000/- (Rs. Sixty thousand only) towards EMD in the form of Demand Draft drawn on a scheduled commercial bank and payable to **Secretary, Indian Nursing Council**, payable at New Delhi may be placed in an envelope. The envelope should be sealed and superscripted "**EMD for INC tender for Annual Maintenances Contract For Equipment like DVR, CCTVS, OHP, Fire Alarm, UPS, EPABX and Information and Communication Technology (ICT) Hardware (Desktop, laptop, all-in-one, printer, router and switches etc;)** " due on **16/07/2018 at 03:00 PM**".
- ii. The Technical bid (Annexure-I) is to be sealed and superscripted "**Technical Bid for INC tender for Annual Maintenances Contract For Equipment like DVR, CCTVS, OHP, Fire Alarm, UPS, EPABX and Information and Communication Technology (ICT) Hardware (Desktop, laptop, all-in-one, printer, router and switches etc;)** on **16/07/2018 at 03:00 PM**".
- iii. The Financial Bid (Annexure-F) is to be sealed and superscripted "**Financial Bid for INC tender for Annual Maintenances Contract For Equipment like DVR, CCTVS, OHP, Fire Alarm, UPS, EPABX and Information and Communication Technology (ICT) Hardware (Desktop, laptop., all-in-one, printer, router and switches etc;)** due on **16/07/2018 at 03:30 PM**".
- b. The bids submission will be in the following manner.
 - i. The first envelope shall contain the D.D for EMD or the NSIC/MSME Certificate of exemption for EMD.
 - ii. The second envelope shall contain the Technical Bid as mentioned in the Annexure-I along with the supporting documents.
 - iii. The Third envelope shall contain the Financial bid as mentioned in the Annexure-F'

- iv. All the above three envelopes shall be put in to a bigger envelope and addressed to Joint Secretary, Indian Nursing Council, 8TH Floor, NBCC Centre, Okhla-I, New Delhi-110020.

III (2) Earnest Money Deposit (EMD)

The Agencies shall furnish, Earnest Money Deposit (EMD) of Rupees. Sixty thousand only in the form of Demand Draft / Bankers' Cheques, from a scheduled commercial bank, drawn in favour of Secretary, Indian Nursing Council payable at New Delhi. The EMD of unsuccessful agencies shall be returned without interest after finalization of the tender. EMD of the successful agencies shall be returned without any interest, on receipt of Bank Guarantee (BG) of equal amount valid for the period of empanelment / extended empanelment. Those registered with NSIC for similar works are exempted from EMD, however documentary proof should be submitted for the same.

III (3) Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit can be forfeited if an Agency withdraws its bid during the period of bid validity.

- a. Does not accept the correction of errors.
- b. In case of the successful Agency fails to sign the contract within the stipulated time.

III (4) Pre bid meeting

INC will hold a pre bid meeting with the prospective agencies on **29/06/2018** at **11:30 AM** in the INC conference hall at **8TH Floor, NBCC Centre, Okhla-I, New Delhi-110020**.

Queries received, from the agencies, two days prior to the pre bid meeting will be addressed. The queries can be sent to Secretary, Indian Nursing Council through **email at js.inc@gov.in**.

III (5) Last date for submission of bids

- a. Bids, complete in all respects, must be dropped in the tender drop box kept on the mentioned address by the due date and time. In the event of the specified date for the submission of Bids being declared a holiday, the Bids submitted up to the given time on the next working day for which INC will make necessary provisions.
- b. INC may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of INC and the Agencies shall be applicable to the extended time frame.
- c. As the bids can be submitted only up to the defined date and time, there can't be any late bids. INC will not be responsible for any delay in obtaining the terms and conditions of the tender or submission of the bid at INC's before the due date and time of submission.
- d. The offers submitted by telex/telegram/fax/Email/post/courier or any manner other than specified above shall not be considered. No correspondence will be entertained on this matter.
- e. At any time prior to the last date for receipt of bids, INC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify the Tender Document by an amendment. The amendments if any will be notified on INC's website <https://www.indiannursingcouncil.org/> and <https://eprocure.gov.in/cppp/> and should be taken into consideration by the prospective agencies while preparing their bids.
- f. In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, INC may, at its discretion, extend the last date for the receipt of

bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the agency in the bid. Withdrawal of a bid during this interval may result in forfeiture of Agency's EMD.

g. The agencies will bear all costs associated with the preparation and submission of their bids. INC will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

h. Printed terms and conditions of the agencies, as submitted, will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any agency, they should clearly specify the deviations in their bids.

IV OPENING OF BIDS AND EVALUATION

IV (1) Technical Bid

a. INC shall convene a bid opening session on **16/07/2018 at 03:30 PM** where one representative from the agencies, who have successfully submitted the bid, can participate.

b. Subsequent to this, INC will evaluate the technical bids of only those agencies whose EMD draft has been found to be in order. Agencies' representatives can remain present during the bid's opening process.

c. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC).

IV (2) Financial Bid

a. Financial bids, original and revised, if any, of only the technically qualified agencies, shall be opened on a notified date and time, in the presence of agency's representatives, who chose to remain present.

b. INC at its discretion may call for revised financial bids, before opening of the original financial bids, from the technically accepted agencies, which should be submitted within the stipulated time period set out by INC. The rates quoted for any of the items in the revised financial bids shall not be more than the original financial bids, otherwise the bid shall be rejected and EMD forfeited.

c. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

d. The Financial bids of technically qualified agencies only shall be opened on a date and time duly notified in the presence of the agency's representatives, who chose to remain present.

IV (3) Bid Validity

All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, INC will seek extension in the bid validity period beyond 180 days. The agencies, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

IV (4) Evaluation of bids

- a. When deemed necessary, INC may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b. Any effort by an agency to influence INC's bid evaluation, bid comparison or contract award decisions may result in the rejection of the agency's bid and forfeiture of the agency's EMD.
- c. INC reserves the right to accept any bid, and to cancel/abort the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agencies and of any obligation to inform the affected agencies of the grounds for INC's action and without assigning any reasons.

IV (5) Technical Evaluation

The technical bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). The first process for the TEC is to examine the eligibility of the agencies as per the tender specifications. Bids, not satisfying the eligibility criteria will be rejected. Subsequently, the TEC would examine the technical details and may ask for additional information from the agencies. On request from the TEC, the agencies may have to submit additional information.

IV (6) Financial Evaluation

- a. After approval of the TEC report by the competent authority, the processing of the second stage will commence with the opening of the Financial Bids of only the technically qualified Agencies. A Financial Evaluation Committee (FEC) would scrutinize the commercial bids. The bids, found lacking in strict compliance to the commercial bid format will be rejected straightaway.
- b. L1 is the agency quoting least value of "X" in the row 1 & column 3 of Financial Bid in the Annexure-F.
- c. Subsequent to the above, rates quoted/accepted by L1 agency will be accepted as tender rates,
- d. In case L1 bidder does not accept the quoted prices offered by them then the EMD of L1 bidder will be forfeited. After that L2 bidder will be asked to match the L1 prices, if L2 accept the L1 prices then L2 will be empanelled. If L2 does not accept then L3 given option to match the L1 prices and so on.

V EMPANELMENT

- a. On written communication from INC for having qualified for empanelment the agency will sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited.
- b. INC will have a panel of one agency for availing the services during the period of empanelment, which will be initially for two years. Depending on the requirements, INC may extend the period of empanelment for additional one year through mutual consent. The

empanelled agency will have to renew/re-submit the security deposit for the extended period of empanelment.

c. The agency selected for empanelment will give security deposit of Rs. 60,000/- (Rupees. sixty thousand only) in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favour of INC, New Delhi.

d. EMD of empanelled agency shall be released without interest on submission of BG as above. EMD of other agencies shall also be released at this stage without any interest.

VI DELIVERY, PERFORMANCE & PENALTY

a. The empanelled agency shall depute one technical resource with having a minimum 5 years' experience in similar job and diploma in electronics and electrical engineering and have a certificate course computer hardware. The technical resource shall be available at INC on full time basis on all working days. In emergency situations if INC works on any holiday, the resource person also has to attend the office, for not attending the duty on any specific day will attract a Penalty at the rate of Rs. 500 per day. Beyond thirty days INC will have the option of getting the balance work done from alternate sources at the cost and risk of the defaulting agency. Further INC may forfeit the Security Deposit of the defaulting agency and terminate the empanelment for default. If at any time the resource person is overloaded and not able to upkeep all the equipment, then the agency shall have to deploy more manpower as needed.

b. This resource person shall undertake the upkeep of all the equipment mentioned in the 4 of Annexure-I. Apart from that He/she will also do the job as assigned by INC regarding any other work related to similar job such as minor electrical work etc. If any problem is not fixed by the technical resource deployed by the empanelled agency, the agency has to provide appropriate escalation to fix the problem within time limits. Minor problem should be fixed on same day, major problems should be solved within 24 hours or next working days. The resources person will be equipped with all the required tools including laptop, LAN tester etc to carry out the required work.

c. The empanelled agency will take up the AMC of the equipment listed in the 4 of Annexure-I on comprehensive basis. It means the agency shall maintain the equipment by means of repair (both proactive/preventive and reactive) and replacement basis including the batteries. Any equipment is down for more than 24 hours will attract a penalty of Rs. 200 per day per equipment. Beyond thirty days INC will have the option of getting the balance work done from alternate sources at the cost and risk of the defaulting agency. Further INC may forfeit the Security Deposit of the defaulting agency and terminate the empanelment for default.

d. The agency should take care of systems both hardware and software (OS), LAN configuration issues, EPABX configuration etc.

e. The agency has to provide patch cables with connectors of 2 meters (Cat 6 UTP) where ever/whenever required and HDMI patch cables of 2 meters with connectors wherever/ whenever required as part of support without any additional cost. Apart from patch cables any cable (already laid through ducts) gets damaged INC will provide the same. However same has to be re-laid by agency selected.

- f. The selected agency shall not outsource the work assigned to any other agency, under any circumstances. This violation will attract forfeiture of Security deposit and cancellation of work order. The cost incurred on executing the work order through alternate source will also be recovered from the outstanding bills or by raising claims.

VII PAYMENTS

- a. Payment will be made on quarterly basis after completion of the quarter i.e for the quarter from 01.08.2018 to 31.10.2018 payment will released in the month of November after successful & satisfactory completion of the assigned work and so on. The empanelled agency shall submit duly certified bills in the name of INC within 15 days after completion of the quarter.
- b. All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 as amended from time to time.

VIII GENERAL TERMS & CONDITIONS

- a. The selected agency will not, without INC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of INC in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance.
- b. The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then INC will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- c. INC may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for INC's convenience, the extent to which performance of the work order and /or the contract is terminated, and the date upon which such termination becomes effective. INC reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- d. In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with INC, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- e. The empanelled agency automatically agree with INC for honouring all aspects of fair trade practices in executing the work orders placed by INC.

IX TERMINATION FOR INSOLVENCY & DEFAULT

- a Termination for Insolvency**

INC may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

b Termination for default

- i. Default is said to have occurred
- If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by INC.
 - If the agency fails to perform any other obligation(s) under the contract / work order.
- ii. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from INC (or takes longer period in spite of what INC may authorize in writing), INC may terminate the contract / work order in whole or in part. In addition to above, INC may at its discretion also take the following actions
- INC may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate INC for any extra expenditure involved towards support service to complete the scope of work totally.

X FORCE MAJEURE

- a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by Indian Nursing Council:-
- War / hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.
- b. The agency will advise INC in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, INC reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

XI APPLICABLE LAW

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

TECHNICAL BID

BID PARTICULARS FOR TENDER No. :

1. Name of the Agency :

2. Address of the Agency :

3. Telephone: Fax: E-mail:

4. Existing Facilities available for extending AMC

5. Agencies turnover from AMC of similar equipment - in (Rs. Lakhs)

2015-16	2016-17	2017-18

6. Details of three jobs of AMC of similar type undertaken by the agency of value more than Rs. 5 lakhs each, in the past three Financial years. Please attach copies of work order and satisfactory completion certificate from the Clients.

1. 2015-16

S.No.	Caption	Details
i	Name of the Client with address	
ii	Work order with order value copy enclosed (if not enclosed bid will be rejected. If yes mention the page number)	Y/N
iii	Satisfactory completion letter/ certificate from client enclosed (if not enclosed bid will be rejected. If yes mention the page number)	Y/N
vi	Value of work order (in Rupees)	
vii	Name of the Client's Contact person with phone number	

2. 2016-17

S.No.	Caption	Details
i	Name of the Client with address	
ii	Work order with order value copy enclosed (if not enclosed bid will be rejected. If yes mention the page number)	Y/N
iii	Satisfactory completion letter/ certificate from client enclosed (if not enclosed bid will be rejected. If yes mention the page number)	Y/N
iv	Value of work order (in Rupees)	
v	Name of the Client's Contact person with phone number	

3. 2017-18

S.No.	Caption	Details
i	Name of the Client with address	
ii	Work order with order value copy enclosed (if not enclosed bid will be rejected. If yes mention the page number)	Y/N
iii	Satisfactory completion letter/ certificate from client enclosed (if not enclosed bid will be rejected. If yes mention the page number)	Y/N
iv	Value of work order (in Rupees)	
v	Name of the Client's Contact person with phone number	

4. List of Equipment

A. DVR, CCTVS, OHP, Fire Alarm, UPS, EPABX etc;

S.no	Instrument Name	Nos. of Instrument	Manufacturing by	Support Y/N*
i	D.V.R 8 channel	8	Heinrich	Y/N
ii	S.M.P.S power supply 12v	8	-	Y/N
iii	camera	64	Tyco	Y/N
iv	Over Head Projector and screen	1	Vivitak	Y/N
v	Auditorium	1	Ahuja	Y/N
vi	Microcontroller for audio	1	Heinrich	Y/N
vii	H.D.M.I matrix switcher	3	Heinrich	Y/N
viii	V.G.A matrix switcher	2	Heinrich	Y/N
ix	coaxial ceiling speaker	8	Heinrich	Y/N
x	U.H.F segment lcd	1	Heinrich	Y/N
xi	wireless mic	2	Heinrich	Y/N
xii	D.S.P audio processor mixer party control	1	Heinrich	Y/N
xiii	Fire Alarm panel	1	Honeywell	Y/N
xiv	U.P.S 60KVA	2	ETON	Y/N
xv	Batteries 12 V (Two years old)	68	Exide	Y/N
xvi	Jack panel	6	Heinrich	Y/N
xvii	E.P.A.B.X and telephone (64 instruments)	1	NEC (SL 1000 model with 96 ports)	Y/N

* In the above support column response should be Yes (Y) for all the equipment (i to xvii) mentioned above. If any bidder mentions No (N) in any row then the bid will be rejected.

**B. Information and Communication Technology (ICT) Hardware
(Desktop, laptop, printer, all-in-one, router and switches etc ;)**

S.No.	Details of Units	Make	Quantity (Nos.)	Support Y/N*
i	All-In-One Desktop	Lenovo	28Nos. under warranty	Y/N
ii	Desktop Monitor (LCD), Keyboard, Mouse	HP, HCL, Acer	43 Nos.	Y/N
iii	Printer	Ricoh, HP,	26 Nos.	Y/N
iv	Laptop	HP HCL Sony	07 Nos.	Y/N
v	Server	HCL	02 Nos.	Y/N
vi	Routers	Cisco	01Nos.	Y/N
vii	Switches each 24 port and G300	Cisco	06 Nos.	Y/N

* In the above support column response should be Yes (Y) for all the equipment (i to vii) mentioned above. If any bidder mentions No (N) in any row then the bid will be rejected.

5. GST Registration No(Attach photo copy) :
6. PAN (Attach photocopy) :
7. Use separate sheet wherever necessary.
8. Contact Phone (Mobile):
9. Will abide by all terms and conditions: Y/N
of tender document (If “No” bid will be rejected)

Date:
Place:

Authorized Signatory:
Name

COMPANY SEAL

EMPANELMENT OF AGENCY FOR Annual Maintenances Contract For Equipment Like DVR, CCTVS, OHP, Fire Alarm, UPS, EPABX and Information and Communication Technology (ICT) (Desktop, laptop, all-in-one, printer, router and switches etc;).

FINANCIAL BID

Name of the Agency:

Address:

S. No	Description	Total Cost (in Rs.) including GST
(1)	(2)	(3)
1	Total price for manpower (Technical Resources as mentioned in VI (a) and Annual Maintenances Contract For Equipment mentioned in 4 A (i to xvii) and 4 B (i to vii)of Annexure- I	X=

1. Selection of L1 agency and the empanelment process will be as per Clauses mentioned in section IV (6).
2. The rates quoted should be inclusive of GST. No payment will be made for any other taxes.
3. This annexure is to be submitted in an envelope sealed and superscripted Financial Bid – Annexure-F for INC tender for **Annual Maintenances Contract For Equipment Like DVR, CCTVS, OHP, Fire Alarm, UPS, EPABX and Information and Communication Technology (ICT) (Desktop, all-in-one, router and switches) etc;** Due on **16/07/2018 at 03:00 PM**” should be addressed to Secretary, Indian Nursing Council and submitted before the date and time mentioned above.

Date:
Place:

Authorized Signatory
Name

Company Seal

Activity	Date
Date of Publication on http://www.indiannursingcouncil.org and https://eprocure.gov.in/cppp/	12/06/2018
Downloading of the Tender Document	From the day of its publication on the INC website and Central procurement portal of Government
Seek Clarifications only through emails – Start Date	18/06/2018
Seek Clarifications only through emails – End Date	27/06/2018
Pre-bid meeting	29/06/2018 at 11:30 AM in INC, N. Delhi Office
Bid submission - start date	12.07.2018 11:00 AM
Bid submission - end date	16.07.2018 3:00 PM
Opening of Bids (Eligibility and Technical)	16.07.2018 3:30 PM