

NTPC TAMILNADU ENERGY COMPANY LTD.

(A Joint Venture of NTPC Ltd. & TNEB)

Vallur Thermal Power Project,

Kurvimedu Village, VellivoyalChavadi - PO,

Chennai - 600103

Phone No: 9445002639.

Tender Reference No.NTECL/C&M/CS-4671

Dated .20.02.2021

Tender ID: 2021_NTECL_69429_1

Subject: Design, Supply, Erection, Commissioning and Testing of EOT cranes for Central Workshop and Central Stores in NTECL

Corrigendum No.1 for Extension of Bid submission & Bid opening Date & Time

This is to inform all the bidders that Bid submission date & time is hereby extended for above cited tender as mentioned below.

Last date & time for submission of bid: 27.02.2021, 14:30 hrs

Bid opening date: 01.03.2021, 15:00 hrs

All other terms and conditions shall remain unaltered.

(S.Hariprasad) Sr.Manager(C&M)

AMENDMENT NO.1 TO BIDDING DOCUMENTS Dt.24.02.2021

Tender ID: 2021_NTECL_69429_1

Tender Ref. NTECL/C&M/CS-4671

SI. No	Reference	Existing Provisions	To be read as
1.	Section-IV (Instructions to Bidders) New Clause		Add new ITB clause 54 – 54. Restrictions on procurement from a Bidder of a country which shares a land border With India.
			54.1. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner / Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority. Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected. Further the successful bidder shall not be allowed to sub-contract supplies / services works to any "Sub-contractor" from a country which shares a land border with India unless such Subcontractor is registered with the competent Authority. However, the said requirement of registration will not apply to bidders/subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.
		' -	54.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
			54.3 "Sub-contractor" (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
			54.4 "Bidders from a country which shares a land border with India" / "Subcontractor from a country which shares a land border with India" mentioned in para 54.1 above means;
			a) An entity incorporated, established or registered in such a country; or
			b) A subsidiary of an entity incorporated, established or registered in such a country; or
			c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
			d) An entity whose beneficial employer is situated in such a country; or
			e) An Indian (or other) agent of such an entity; or
			f) A natural person who is a citizen of such a country; or

		g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
		54.5 The beneficial employer for the purpose of clause "55.4" above will be as under;
		a) In case of company of Limited Liability Partnership, the beneficial employer is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling employership interest or who exercises control through other means.
		Explanation :-
		i. "Controlling employership interest" means employership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
		ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
		b) In case of a partnership firms, the beneficial employer is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has employership of entitlement to more than fifteen percent of capital or profits of the partnership;
		c) In case of an unincorporated associations or body of individuals, the beneficial employer is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has employership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of such association or body of individuals;
		d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial employer is the relevant natural person who holds the position of senior managing officials;
		e) In case of a trust, the identifications of beneficial employer(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or employership.
		54.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
2. Section-IV		Add new ITB clause 55 –
(Instructions to Bidders) New Clause		55. Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price should not be less than 10% and should not be more than 15% of the total supply price
	-	In case the Installation Price is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the Contract price of BOQ No. 1 while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Engineer-in-charge/Project Manager.

			In case the Installation Price is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on installation of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.	
3.	Section-IV (Instructions to Bidders) New Clause	-	Add new ITB clause 56 – 56. PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view	
			to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting purchase preference to local suppliers, are hereby issued:	
			 1. Definitions: a) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent. 	
			 b) '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. 	
			c) 'Class-II 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-II local supplier' but less than that prescribed for 'Class-I local supplier'.	
			d) 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.	
			 e) 'Margin of purchase preference' means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. 	
			f) Fraud Prevention Policy – shall mean the policy related to prevention of fraud displayed on NTECL tender website http://www.ntecljv.co.in .	
			g) Policy & Procedure for Withholding & Banning of Business Dealings – shall mean the policy related to Withholding & Banning of Business Dealings forming part of Bidding Document.	
			2. Purchase Preference	
			2.1 The margin of purchase preference shall be 20%.	
			2.2 Purchase preference shall be given to 'Class-I local suppliers' as specified hereunder:	
			> Among all qualified bids and substantially responsive bids, the lowest	

evaluated bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

- ➢ If L1 is not 'Class-I local supplier', the lowest evaluated bidder among the 'Class-I local supplier', will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price.
- In case such lowest eligible 'Class-I local supplier' fails to match the lowest evaluated bid (L1) price, the 'Class-I local supplier' with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the lowest evaluated bid (L1) price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement.
- For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.
- **3.0 Minimum Local Content:** The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. **The minimum local content shall be calculated on overall supply portion.**

4.0 Verification of Local Content:

- i. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the relevant Annexure-L of Section V, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.
- ii. In cases of procurement for the value in excess of INR 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the 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 during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the

			declaration in respect of Local Content in their bid, same shall be treated as false declaration.
			iii. False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTECL.
			iv. In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by NTPC, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.
			v. A supplier who has been debarred / banned by any other procuring entity for violation of PPP-MII Order shall not be eligible for preference under the aforesaid procedures for duration of the debarment. The local supplier shall be required to furnish a confirmation in this regard in the relevant Annexure of Section V.
			5.0 Local Sourcing: The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.
4.	Section-V (List of Annexures)	-	Add a new Annexure- K (DECLARATION FOR RESTRICTIONS ON PROCUREMENT FROM COUNTRYWHICH SHARES A LAND BORDER WITH INDIA) to this Amendment No. 1 to Tender Documents.
5.	Section-V (List of Annexures)	-	Add a new Annexure- L (DECLARATION ON LOCAL CONTENT) to this Amendment No. 1 to Tender Documents.

Amendment No. 1 to Tender Documents shall form an integral part of the Bidding Documents. All other Terms and Conditions of the Bidding Documents shall remain unaltered.

DECLARATION FOR RESTRICTIONS ON PROCUREMENT FROM COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

(On the letter head of the Bidder)

Bid Ref. No	
To,	
NTECL,	
Vallur Thermal Power Station,	
Vellivoyal Chavadi PO,	
Ponneri Taluk,	
Chennai-600103.	
Sub.: Tender for	·
Dear sir/(s)	
land border with India and on sub-contracting to contract We certify that we/our Collaborator/JV Partner/Consorti from such a country, have/has been registered with the	procurement from a bidder of a country which shares a ctors from such countries. The member/Assignee are/is not from such a country or, if the Competent Authority and we will not sub-contract any contractor is registered with the Competent Authority. We
hereby certify that we fulfill all requirements in this regal	
*We further confirm that evidence of valid registrations/our Collaborator/JV Partner/Consortium member Annexure**	•
Yours faithfully,	
	Signature
Date:	•
	Printed Name
Place:	
	Designation
	Common
	Seal
*Bidder to strike-off, if not applicable. **Bidder to mention the Annexure no.	

DECLARATION ON LOCAL CONTENT (On the letter head of the Bidder)

Bid Ref. No						
SI No.	Description of Goods & Services	Central Stores in NTE Quantity/ Weight		CL." as per details g Local Content (as % of Total bid Price)		
2. Further, we hereby confirm the following: Whether the bidder is presently debarred / banned by any other procuring entity for violation of "Public Procurement (Preference to Make In India), Order 2017" (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP)						
* Strike off, whichever is not applicable 3. We agree to furnish any information as a proof of the above to your satisfaction as and when required. Note: 1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment. Yours faithfully, Signature						

NTPC Tamilnadu Energy Company Limited Vallur Thermal Power Project

NOTICE INVITING TENDER (NIT) (Domestic Competitive Bidding)

Dt:.08.02.2021

Ref. NTECL/C&M/OT/CS-4671

NTPC Tamilnadu Energy Company Limited (NTECL), a JV of NTPC & TANGEDCO invites online bids for its **2 X 500 MW + 1 X 500 MW** Thermal Power Project at VellivoyalChavadi Post, PonneriTaluk, ThiruvallurDistt., Chennai, Tamilnadu from eligible bidders who fulfill the Qualifying Requirements stipulated below, for the following package:

Description of work	Bid Security(EMD)	Contract period
Design, Supply, Erection, Commissioning & Testing of EOT cranes for Central Workshop & Central Stores in NTECL	Bid must be accompanied by "Bid Security Declaration" in lieu of Bid Security/EMD in the form as stipulated in the Bidding Documents.	09 (Nine) Months

BRIEF SCOPE OF WORK:

The scope of the subject package envisages "Design, Supply, Erection, Commissioning & Testing of EOT cranes for Central Workshop & Central Stores in NTECL".

QUALIFYING REQUIREMENTS (OR):

- A The bidder should have Designed; Manufactured, Supplied, Erected and commissioned EOT crane of capacity 15T or more, which is in successful operation for a minimum period of (01) year in any Industry.
- B The bidder in the preceding seven years prior to the date of techno commercial bid opening should have supplied EOT cranes, with
 - i. Single (01) order, of executed value not less than Rs.119.52 lakhs (Rupees one hundred nineteen lakhs and fifty two thousand)

OR

ii. Two (02) orders, each of executed value not less than Rs.74.70 lakhs (Rupees seventy four lakhs and seventy thousand)

OR

- iii. Three (03) orders, each of executed value not less than Rs.59.76 lakhs (Rupees fifty nine lakhs and seventy six thousand)
- The average annual turnover of the bidder in the preceding three (03) financial years as on the date of techno- commercial bid opening, shall not be less than Rs.149.40 lakhs (Rupees one hundred forty nine lakhs and forty thousand).

 Notes:
 - i) Other income shall not be considered for arriving at annual turnover.
 - ii) In case where audited results for the last financial year as on the date of technocommercial bid opening are not available, the financial results certified by a practicing Chartered Accountants shall be considered acceptable. In case, the bidder is not able to submit the certificate from Practicing Chartered Accountants certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a

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	Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountants certifying the financial parameters is not available.
	The bidder should have Provident Fund code (PF code) number allotted by concerned Regional Provident Fund Authority
Е	The bidder should have GSTIN number issued by concerned authorities

Note :- The work "executed" means that the bidder should have achieved the progress specified in the QR even if the total contract is not completed / closed. The same shall be supported by documentary evidence issued by concerned authority.

BRIEF DETAILS

Bid Document No.	NTECL/C&M/OT/CS-4671,Date. 08.02.2021
Description of Work	Design, Supply, Erection, Commissioning & Testing of EOT cranes for Central Workshop & Central Stores in NTECL
Bid Document download starts	From 08.02.2021
Cost of Bidding document	NIL
Last Query date (Queries shall be entertained up to this date only)	13.02.2021
Submission of Bids (Both Techno- Commercial Bid and Price Bid) i.e. Envelope – I & II together.	20.02.2021 Up to 14:30 Hours.
Techno – Commercial Bid Opening (Envelope – I)	22.02.2021 at 15:00 Hours.
	Bid must be accompanied by "Bid Security Declaration" in lieu of Bid Security/EMD in the form as stipulated in the Bidding Documents.
EMD	The Bid Security Declaration in Original shall be submitted in a separate sealed envelope or by email before the stipulated bid submission closing date and time.
	ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE "BID SECURITY DECLARATION" BID SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED

After Techno-commercial bid opening (Online & Offline), the bids submitted shall be evaluated for meeting both the Qualifying Requirements & Technical Requirements and only those bids meeting the Qualifying Requirements and complying with the Technical Requirements shall be considered for Price Bid Opening (Online).

The date of opening of Price Bid (Online) shall be intimated separately.

Address for bid submission of Bids	Addl. General Manager (C&M), Contracts and Materials Dept., NTPC Tamilnadu Energy Company Ltd, Vallur Thermal Power Project, Site Office: VellivoyalChavadi Post, PonneriTaluk, Thiruvallur District Chennai - 600103, Tamilnadu. Fax: 044 - 27966065 / 27966033
Location of Tender box in NTECL Site office premises	Contracts & Materials Dept. Hall, NTECL Office Complex. (Site Office)
	Hariprasad.S Sr.Manager (C&M), NTECL Mob. No: 9445002639 Email: hariprasad@ntpc.co.in T. Rajesh Kumar, AGM (Contracts). Mob.No-9445869131 Email: rajeshkumart@ntpc.co.in

OTHER TERMS AND CONDITIONS:

- 1. Detailed specifications, Scope of work, Terms & conditions etc., are given in the bidding documents. Bid documents can be downloaded from the website https://etenders.gov.in/eprocure/app.
- 2. Methodology for registration and submission of bids is available at https://etenders.gov.in.
- 3. It is deemed that bidder shall accept all the terms and conditions mentioned in the tender documents without any deviation. For that the bidders are requested to submit the "NO DEVIATION CERTIFICATE" for fulfillment of technical/commercial compliance. NO DEVIATION IS ACCEPTABLE TO NTECL. IF ANY DEVIATION IS TAKEN BY THE BIDDER IN THE "NO DEVIATION CERTIFICATE" OR ANY WHERE ELSE IN THE DOCUMENTS INCLUDING BOQ, THEIR BID SHALL BE SUMMARILY REJECTED.

Any Clarification related to the scope, terms & conditions of contract shall be sought under Clarification tab of the on-line bid, latest by the query date as mentioned in the documents. Clarifications received after the specified date from the agencies will not be entertained. NTECL shall respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.

NTECL shall post the Clarifications under Clarification/Corrigendum tab at etender website. Bidders can view these clarifications. Bidders are advised to regularly check under Clarification/Corrigendum tab regarding posting of clarification, if any.

Bidders must check the Clarifications issued before submission of Bid. Should NTECL deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the etender portal. After this stage, no deviation is acceptable to NTECL.

- 4. The prospective bidders are invited to submit their Bid comprising of Techno Commercial Bid and Price Bid for the subject package, in line with the provision of the bidding documents.
- 5. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder in the process, are not reimbursable by the owner, and the

owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- 6. Transfer of Bidding Documents downloaded by one intending Bidder to another is not permissible.
- 7. The Owner (NTECL) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action. Decision of Owner will be final and binding in this regard.\
 - 8. NTECL reserves the right to amend/alter/add/delete any provision of this document.

9. BID SUBMISSION:

All the documents submitted by the bidder in **Offline** including covering letter should be duly sealed, signed &stamped in all pages.

ENVELOPE: I (Techno - Commercial Bid)

The Techno-Commercial Bid comprises of following two categories of documents: (i) Offline documents –

The Bid Security Declaration in Original shall be submitted in a separate sealed envelope or by email before the stipulated bid submission closing date and time.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE "BID SECURITY DECLARATION" BID SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED

- (ii) Documents to be submitted Online (i.e. duly signed, stamped and scanned copy) as detailed in the Instructions to Bidders (Section-IV of Tender Documents) shall be uploaded in the Pre-Qual/Technical Cover/Envelope of the e-tender portal. Following documents shall necessarily be uploaded in the Pre-Qual/Technical Cover/Envelope alongwith other documents as stipulated in the Tender documents:
- a. Up to date copy of Profit & Loss Account and Balance Sheet of last three financial years ending 31st March 2020 duly audited by Chartered Accountant. In cases where audited results for the last financial year as on the date of techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding document stating that the Financial Results of the company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- b. Copies of Work Orders / Award Letters covering awarded value, detailed scope of work / terms and conditions / bill of quantities along with proof of execution such as completion certificate clearly showing the value of work executed during the period of contract, Bill Copy, Final Deviation Copy etc. in support of above Qualifying requirements. The bidder shall also provide the reference list of the organizations with contact address and phone numbers.

- c. Copy of Permanent Account Number (PAN) issued by Income Tax authorities.
- d. Copy of GSTIN Number / Provisional registration number issued by concerned authorities.
- e. Copy of PF Registration with Regional Provident Fund Commissioner. (RPFC)
- f. Employees State Insurance Code (ESI Code) as having registered with ESI authorities. If the same is not available, then the bidder should register with concerned authorities before the commencement of contract.
- g. Relevant Documents to meet Qualifying Requirements (QR) of the subject tender.
- h. Relevant Documents to meet Technical Requirements (QR) of the subject tender.
- i. Authorization / Power of attorney on the person signing the bid
- j. A complete set of tender documents, its amendments/addendumand clarifications, if any, signed and stamped by the authorized signatory.
- k. Certificate regarding Acceptance of "No Deviation" as per enclosed format
- I. Form of Acceptance of Fraud Prevention Policy duly signed and stamped
- m. Form of Acceptance of Banning Policy duly signed and stamped

ENVELOPE: II (PRICE BID)

Documents **to be submitted Online** (i.e. duly signed, stamp and scanned copy) as follows:

Upload the following in Finance Cover/Envelope on the portal.

- 1) Price Schedule-Schedule of Items/Bill of Quantity as per Section-II.
- 2) BOQ in Excel Format

Techno - Commercial Bid (Online & Offline documents)	Shall be opened at the time & day as mentioned above
PRICE BID (Online)	The date of opening of Price Bids shall be intimated separately.