# भारत सरकार/GOVERNMENT OF INDIA अंतरिक्ष विभाग/DEPARTMENT OF SPACE विक्रम साराभाई अंतरिक्ष केंद्र/VIKRAM SARABHAI SPACE CENTRE तिरुवनंतपुरम/THIRUVANANTHAPURAM - 695 022

## <u>विज्ञा. सं. वीएसएससी/पी/विज्ञा./310/2021 दि. 06.07.2021</u> ADVT. NO. VSSC/P/ADVT/310/2021 DT. 06.07.2021

भारत के राष्ट्रपति के लिए तथा उनकी ओर से वरिष्ठ प्रधान, क्रय एवं भंडार, विक्रम साराभाई अंतरिक्ष केंद्र (वीएसएससी), तिरुवनंतपुरम, निम्नलिखित के लिए मोहरबंद निविदाएं (क्रम सं. 1 के लिए) तथा ई-प्रापण के ज़रिए निविदाएं (क्रम सं. 2 और 3 के लिए) आमंत्रित करता है।

For & on behalf of the President of India, the Sr. Head Purchase & Stores, Vikram Sarabhai Space Centre (VSSC), Thiruvananthapuram invites Sealed Tenders (for SI. No. 1) & Tenders through e-procurement (for SI. No. 2 & 3) for the following :-

क्रम सं.			मात्रा	निविदा		
S1. No	Tender No.		Qty.	शुल्क		
				Tender Fee		
	6009-201900753701	एस200 मोटर केस घटकों के	2 वर्ष/years			
	[एकल भाग / SINGLE PART]	परिवहन के लिए वार्षिक निविदा				
01.		दर		<b></b> . <b>560/-</b>		
		Annual Rate Contract for Transportation of S200 Motor Case Components				
	नोट:- विनिर्देशन तथा विस्तृत निबंधन एवं शर्ते निविदा दस्तावेज़ के अनुसार					
	Note :- Specification and detailed terms & conditions as per Tender document					
	VSSC/ PURCHASE UNIT I (MAIN PURCHASE)/	भूमिगत टेलीफोन केबल बिछाने के				
02.	VS202100041701	लिए दर संविदा		लागू		
	[एकल भाग / SINGLE PART]	Rate Contract for laying U/G Telephone cable		नहीं / NA		
	VSSC/ PURCHASE UNIT II	शुष्क फिल्म स्ट्रिप्पिंग मशीन	1 सं. <b>/</b> No.	11/4		
03.	(AVN)/VS202100149601 [दो भाग / TWO PART]	Dry Film Stripping Machine				

निविदा प्रारूप जारी करने की अंतिम तिथि			
Last Date for issue of Tender Forms			
(क्रम सं. / Sl. No. 1)	04/08/2021 up to 16:00 Hrs.		
निविदा प्राप् करने की अंतिम तिथि /			
Due Date for Receipt of Tender	05/08/2021 up to 16:00 Hrs.		
(क्रम सं. / S1. No. 1)	00,00,2021 up to 10.00 ms.		
निविदा खोलने की तिथि / Tender Opening Date			
(क्रम सं. / S1. No. 1)	06/08/2021 at 10:00 Hrs.		

SI. No.	बोली प्रस्तुत करने की समय-सीमा Time limit for submission of Bid	बोली खोलने की तिथि Bid Opening date
02.	Upto 05.08.2021 [13:00 Hrs.]	05.08.2021 [14:00 Hrs.]
	Upto 19.08.2021 [11:00 Hrs.]	30.08.2021 [11:00 Hrs.]

क्रम सं. 02 और 3 के लिए, विवरण ई-प्रापण पोर्टल <u>https://eproc.vssc.gov.in</u> पर उपलब्ध है। For Sl. No. 02 & 03, details are available on ISRO e-procurement portal <u>https://eproc.vssc.gov.in</u>.

शुद्धिपत्र, यदि कोई हो तो, हमारे वेबसाइट <u>www.vssc.gov.in</u> / <u>www.isro.gov.in</u> में मात्र प्रकाशित किया जाएगा। Corrigendum, if any will be published in our websites : <u>www.vssc.gov.in</u> / <u>www.isro.gov.in</u> only.

# हस्ताक्षरित/Sd/-

वरि. प्रधान, क्रय एवं भंडार / Sr. Head, Purchase & Stores

- Note :-
  - 1. Full details and specification of the item and general instructions to be followed regarding submission of tender is indicated in the tender document.
  - 2. Tender Documents can be downloaded from our websites and also be obtained from the following address on request and submission of tender fee :

Sr. Purchase & Stores Officer, Main Purchase, RFF Area, VSSC, ISRO PO, Thumba, Thiruvananthapuram - 695 022, Ph : 0471-256 3139 / 3523.

3. Tender Fee (Rs. 560/-) shall be paid in the form of CROSSED DEMAND DRAFT ONLY. Other mode of payment is not acceptable. The Demand Draft should be in favour of : Accounts Officer, Centre Accounts payable at State Bank of India, Thumba, Thiruvananthapuram [The tender fee is NON-REFUNDABLE].

Government Departments, PSUs (both Central and State), Small Scale Industries units borne in the list of NSIC and foreign sources are exempted from submission of tender fee. Those who are coming under the above category should submit documentary evidence for the same.

4. While submitting your offer, the envelope shall be clearly superscribed with Tender No. and Due Date and to be sent to the following address.

Sr. Purchase & Stores Officer, Main Purchase, RFF Area, VSSC, ISRO PO, Thumba, Thiruvananthapuram - 695 022, Ph : 0471-256 3139 / 3523.

- 5. Quotations received after the Due Date/Time will not be considered.
- 6. VSSC, Thiruvananthapuram is not responsible for any postal delay/loss of documents in transit.
- 7. Sr. Head, Purchase & Stores, VSSC, Thiruvananthapuram reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

अंतरिक्ष विभाग (अं.वि.) विक्रम साराभाई अन्तरिक्ष केन्द्र तिरुवनन्तपुरम -695022 क्रय एवं भंडार उसरो जिन्म निविदा आमंत्रण INVITATION TO TENDER मैसर्स M/s 00000 विविदा आमंत्रण INVITATION TO TENDER मैसर्स M/s 00000 Our Ref. No. 6009 2019-007537-01 निविदा अंतिम तिथि Tender Due at महोदय Dear Sirs, कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्रक (फार्म सं. संलग्र ) में उल्लिखित निबंधन एवं शर्तों के अनुसा संलग्र निविदा प्रपन्न में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें। Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues /pamphlets /literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per t terms & conditions mentioned in Annexure(Form No. ANNEXURE A )				
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**1.0 Period of Contract:** The Contract shall be valid for a period of TWO years from the date of release of contract. However, we reserve the right to terminate the contract at any time by giving one-month notice and the contractor shall not be entitled to any compensation on such termination.

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- **2.0 Charges:** The rates shall be quoted on per Truck Load basis as shown in the bidding template enclosed as Annexure B. Applicable GST shall be mentioned separately.
- **3.0 Price Variation:** The unit hire charges mutually agreed shall remain firm and fixed during the currency of the contract. The Price variation shall be accepted only on account of diesel price variation and not on any other account. Further, the price variation shall be considered only after 10 months from the release of order and on account of diesel price variation. Variation in rate per km will be effective only on account of every 5% increase or decrease in a diesel price in a single spell or different spell over a period during the contract.

Price Variation Formula:

PR +[(PR\*0.4)\* (DP1-DP0)/DP0

Where PR = Present rate quoted for a particular sector,

DP1 = Diesel Price applicable on the date of transportation.

DP0 = Diesel Price applicable on the date of opening of Tender.

The increase will be allowed only if there is hike of more than 5% on the diesel price.

Note:- Since there would be marginal variation in the price of Diesel in various States across India, the Diesel Price applicable at Thiruvananthapuram will be taken for calculation purpose.

- 4.0 Execution of Work: The work is to be executed as directed by the Sr./ Purchase & Stores Officer, MME, VSSC, Resident Engineer M/s. Larsen & Toubro Ltd., Mumbai, Resident Engineer, M/s Walchand Nagar Industries Ltd., Walchand Nagar, Engineer in- Charge, Laison Cell, SDSC SHAR or any other Officer authorized to act on our behalf. The contractor has to place the required type of vehicle at M/s. L & T, Mumbai/ M/s. WIL, Walchandnagar/SDSC SHAR, within 48 hours of getting intimation in writing/over phone/E-mail/Fax from the Sr./Purchase & Stores Officer, MME Stores/Resident Engineer/ M/s. L & T, Mumbai, Resident Engineer/M/s. WIL, Walchandnagar and Engineer-in-Charge, Laison Cell, SDSC SHAR. If the contractor fails to fulfill his obligations under the contract, VSSC reserves the right to get the transportation work carried out through any other transporter at the risk and cost of the contractor and any additional/ over & above expenditure incurred in this regard shall be recovered from the contractor.
- **5.0 Payment:** Payment for the transportation shall be made within 30 days after the submission of bills in triplicate by you. The bill submitted by the contractor shall contain all relevant

documents such as instructions for transportation issued by the consignor, acknowledgement from the consignee duly countersigned by the authorized Officer for having received the item in sound condition, etc. for speedy settlement of the bill. The incometax and other taxes as applicable at the prevailing rate will be deducted at source.

- 6.0 Security Deposit: In case of an order, you have to submit an interest free Security Deposit of Rs. 2,55,000/- (Rupees Two lakh Fifty Five Thousand Only) in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee towards due performance of this Contract. This SD shall be adjusted/forfeited in case of any non-performance.
- 7.0 Requirement of Truck: The consignment offered for transportation shall be loaded on vehicle (Well/Low Bed Trailors) in good running condition and possessing inter State/National Permit to operate particularly in states of Maharashtra, Andhra Pradesh, Karnataka, Tamil Nadu. The vehicle provided shall have the required documents upto-date and valid permit etc. along with Emission Test Certificate, Insurance and all documents as required under Rules/Laws in force issued by the concerned Government authorities. The Contractor shall obtain the necessary permit for transportation of Over Dimensional Consignment (ODC) from the appropriate authorities and Department will not be liable to pay any extra amount on this account.
- **8.0** No transshipment will be permitted on the way. The vehicle engaged for the purpose is for the exclusive transportation of S200 Containers and no other material will be allowed to be loaded enroute.
- **9.0** Arrangement for loading/unloading at WIL, L & T, SDSC SHAR will be done by the Consignor/Consignee at respective places.
- **10.0 Precautions:** The transporters should bring suitable stay steel wire ropes for anchoring the consignment in Low/Well Bed Trailer. Cradles, fixtures, shock absorbers, protective hooks, etc. wherever required are also to be provided by the transporter. The vehicle provided should also have suitable provisions to arrest the forward, backward and lateral movements of the consignments. All safety precautions to protect the consignment from rain and other weather conditions using tarpaulins should be taken by the Transport Contractor until materials are safely delivered at destination. All instructions given to the crew (Driver, cleaners etc.) by the Consignor on the safety side while carrying the material should be strictly followed.
- **11.0** Loss/Compensation: This Organization shall not be responsible for any loss sustained to the property or person engaged by contractor in connection with the work covered by this contract and VSSC shall not be responsible for any compensation arising out the same.

- **12.0 Insurance:** Ours being a Govt. of India organization no insurance will be at our cost. You should cover transit insurance at your cost, if required. Transporter is responsible for handing over the goods safely at destination. Loss, if any, to the Department will be borne by the transporter.
- **13.0 Arbitration:** In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Arbitrator(s) appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation (Amendment) Act 2015 and Amendment Act of 2015. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be "English" only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

- **14.0** Sublet of Contract: Contractor shall not sublet, transfer or assign the contract or any part thereof without our prior written approval.
- **15.0** The goods/consignments shall be transported under the Carrier's Risk. Any loss or damage caused to Vikram Sarabhai Space Centre during transportation and handling shall be compensated by the contractor to Vikram Sarabhai Space Centre subject to Force Majeure. Where the consignments delivered by the contractor are found damaged, the contractor is bound to give open delivery of the consignments and any loss/damage sustained to the consignments shall be fully reimbursed/compensated to Vikram Sarabhai Space Centre, by the contractor.
- **16.0** The materials transported should be delivered to the destination within reasonable period and the transit period should be to the minimum.
- **17.0** Experience: The contractor should have experience in the field of Transportation of such items and copies of previous orders executed from Govt. departments shall be enclosed.

- **18.0 Parallel/Adhoc Contract:** We reserve the right to enter into parallel contract with one more firms or enter into adhoc contract during the contract period.
- **19.0** Jurisdiction: All disputes arising under this Contract shall be subject to the exclusive jurisdiction of the Courts situated at Thiruvanathapuram, Kerala State.
- **20.0 Force Majeure:** :- In case completion of job is delayed by any circumstances such as acts of god, sabotages, civil commotion, riots, insurrections, revolution, blockades, earthquakes, fire, floods, lightening, storms, or other natural events over which we do not have control, the contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification if necessary, may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.
- **21.0** Termination: VSSC reserves the right to terminate the contract, if the performance of the contractor or his employees is found to be unsatisfactory during its currency by giving one month notice in writing.

#### Special Note:

- 1. Wherever transport sector / vehicles are not available, please mention the same clearly in your quotation.
- 2. Split Contracts will be placed, if required.
- 3. Applicable GST extra. Please mention the percentage of GST.
- 4. Loading/unloading of consignments will be done normally within 24 hours of placement of vehicle. In case of any delay beyond this, detention charges, if any, shall be paid. Applicable Detention charges per day shall be mentioned clearly in your quotation.
- 5. Details of work/nature of work envisaged under the Contract is as per Annexure -A.
- 6. Foreign vendors are not permitted to quote. Only Indian vendors shall quote.

Please attach this Annexure I along with the quotation after affixing your signature and seal on each page of the Annexure conveying acceptance of all Terms and Conditions.

#### Annexure A

Sub: Requirement of transport contract for transportation of S200 Motor Case Segments - reg.

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- 1. S200 Motor case segments are being fabricated at M/s. Larsen & Toubro Ltd., Powai, Mumbai and M/s. Walchand Nagar Industries Ltd., Walchand Nagar, TAL Indapur, Pune - 413 114. These segments are to be collected from both the work centres and deliver SDSC SHAR, Sriharikotta.
- 2. These segments are being transported in specially designed containers fabricated for the purpose. These transportation containers are of two types as follows:
  - i) Type I Container : This container is used for transportation of S200 Head End Segment. This container is of 4.5metres length, 3.80 Mtrs width and 3.75 meteres height. Empty weight of container is 9 tons and loaded weight is 12 tons.
  - ii) Type 2 Container : This container is used for transportation of S200 Middle segment and Nozzle end Segment. This container is of 10 Mtrs length, 3.80 meters width and 3.75 meters height. Empty weight of container is 13 tons and loaded weight is 20 tons.

Sl.No	Place of Destination From To		Type of Trips			
1	M/s WIL, Pune	M/s. L & T, Mumbai	Loaded Container type 1	Empty Container type 1	Loaded container type 2	Empty container type 2
2	M/s. L & T, Mumbai	M/s. WIL, Pune	Loaded Container type 1	Empty Container type 1	Loaded container type 2	Empty container type 2
3	M/s. L & T, Mumbai	SDSC, SHAR	Loaded Container type 1	Empty Container type 1	Loaded container type 2	Empty container type 2
4	SDSC, SHAR	M/s. L & T, Mumbai	Loaded Container type 1	Empty Container type 1	Loaded container type 2	Empty container type 2
5	SDSC, SHAR	M/s. WIL, Pune	Loaded Container type 1	Empty Container type 1	Loaded container type 2	Empty container type 2
6	M/s. WIL, Pune	SDSC, SHAR	Loaded Container type 1	Empty Container type 1	Loaded container type 2	Empty container type 2

Following types of trips are needed for transportation of S200 segments:

### Annexure B Bidding Template

	Place of Destination		- Type of Trips			
Sl.No	From	То	Loaded Container type 1	Empty Container type 1	Loaded container type 2	Empty container type 2
			(Rs.)	(Rs.)	(Rs.)	(Rs.)
1	M/s WIL, Pune	M/s. L & T, Mumbai				
2	M/s. L & T, Mumbai	M/s. WIL, Pune				
3	M/s. L & T, Mumbai	SDSC, SHAR				
4	SDSC, SHAR	M/s. L & T, Mumbai				
5	SDSC, SHAR	M/s. WIL, Pune				
6	M/s. WIL, Pune	SDSC, SHAR				

#### EARNEST MONEY DEPOSIT / BID SECURITY:

- Earnest Money Deposit (EMD) or Bid Security is obtained to ensure the earnestness of the vendor in the procurement process. Registered Vendors of VSSC shall not furnish EMD or Bid Security in the procurement process. Other Vendors participating in the tender process has to furnish EMD through Demand Draft/Banker's Cheque for <u>Rs. 5,00,000/- (Rupees Five Lakh Only</u>) drawn in favour of *Sr. Accounts Officer, Centre Accounts, VSSC-Trivandrum payable at State Bank of India, Thumba Branch.* EMD shall be interest free. EMD shall also be furnished in the form of Fixed Deposit Receipts or Bank Guarantee from any of the Scheduled Banks executed on non- judicial stamp paper of value Rs.200/-. In case of Bank Guarantee, it shall be valid for a period of 45 days beyond the final tender validity date.
- 2. Also, Registered Vendors who have already applied for renewal of registration, Central PSUs, PSEs, Autonomous Bodies, Micro and Small Enterprises, KVIC, National Small Industries Corporation etc., are exempted from the payment of EMD.
- 3. Any tender not accompanied with EMD shall be treated as invalid tender and rejected. Vendors seeking exemption from payment of EMD shall submit necessary proof like registration number etc.
- 4. EMD of vendor shall be forfeited if the tenderer / contractor withdraws or amends his tender or deviates from the tender in any respect within the period of the validity of the tender. Failure to furnish Security Deposit/Performance Bond by a successful vendor within the specified period shall also result in forfeiture of EMD.
- 5. EMD shall be refunded to all the unsuccessful vendors within thirty days after placement of the Purchase Order. EMD shall be refunded to the successful tenderer/contractor after payment of the Security Deposit. EMD shall be refunded to all the participants in cases where the tender is cancelled or withdrawn by the Centre/Unit, within thirty days from the date of such cancellation or withdrawal.

2. E-Tenders are invited for <u>Rate Contract for laying U/G Telephone cable.</u> The Bids are to be prepared and submitted in specified Templates online, by logging into the portal <u>https://eproc.vssc.gov.in</u>. Submission of Bids involves two stages to be performed by Vendors - Submission of Bids and Open Authorization. The Bids remain encrypted with the bidders's public key, until the Open Authorization stage. All those Bids where Open Authorization is not given, are automatically disqualified. Such Bids will not be openable and will not be considered for further processing. The Vendors are advised to submit the Bids much before the Closing Time to avoid last minute problems.

E-Procurement No. VSSC/PURCHASE UNIT I (MAINPURCHASE)/VS202100041701 Dt. 06.07.2021 and Print Media Advertisement ref. No. VSSC/P/ADVT/310/2021 Dt. 06.07.2021. E-Tenders are invited for <u>Rate Contract for laying U/G Telephone cable</u> through our E-procurement site <u>https://eproc.vssc.gov.in</u>. Bids can be submitted <u>upto 05.08.2021 [13:00 Hrs.], Bid</u> <u>Opening date : 05.08.2021 [14:00 Hrs.].</u>

Only online tenders will be accepted. No manual / Postal / e-mail / fax offers will be entertained. No manual tender document will be issued. Parties interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal <a href="https://eproc.vssc.gov.in">https://eproc.vssc.gov.in</a> by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk 080 6780 7786 also as provided in the home page of e-procurement portal in case of any problem for registration and subsequent process. Vendors may please note that without registering in our e-procurement portal, they will not be able to quote for this e-tender.

Important Notice : Tender shall be opened on the first day of the schedule **[ie. 05.08.2021 [14:00 Hrs.]**. If the tender could not be opened on the first day due to any technical snag, it will be opened on the subsequent day as per the schedule. Bidders who are desirous of attending the tender opening may make arrangements for attending the tender opening at their cost.

3. E-Tenders are invited for Dry Film Stripping Machine. The Bids are to be prepared and Templates submitted in specified online, by logging into the portal Submission of Bids involves two stages to be performed by https://eproc.vssc.gov.in. Vendors - Submission of Bids and Open Authorization. The Bids remain encrypted with the bidders's public key, until the Open Authorization stage. All those Bids where Open Authorization is not given, are automatically disgualified. Such Bids will not be openable and will not be considered for further processing. The Vendors are advised to submit the Bids much before the Closing Time to avoid last minute problems.

E-Procurement No. VSSC/PURCHASE UNIT II (AVN)/VS202100149601 Dt. 30.06.2021 and Print Media Advertisement ref. No. VSSC/P/ADVT/310/2021 Dt. 06.07.2021. E-Tenders are invited for <u>Dry Film Stripping Machine</u> through our E-procurement site <u>https://eproc.vssc.gov.in</u>. Bids can be submitted <u>upto 19.08.2021 [11:00 Hrs.], Bid Opening date : 30.08.2021 [11:00 Hrs.].</u>

Only online tenders will be accepted. No manual / Postal / e-mail / fax offers will be entertained. No manual tender document will be issued. Parties interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal <a href="https://eproc.vssc.gov.in">https://eproc.vssc.gov.in</a> by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk 080 6780 7786 also as provided in the home page of e-procurement portal in case of any problem for registration and subsequent process. Vendors may please note that without registering in our e-procurement portal, they will not be able to quote for this e-tender.

Important Notice : Tender shall be opened on the first day of the schedule **[ie. 30.08.2021 [11:00 Hrs.]**. If the tender could not be opened on the first day due to any technical snag, it will be opened on the subsequent day as per the schedule. Bidders who are desirous of attending the tender opening may make arrangements for attending the tender opening at their cost.

This is a two part tender, Technical & Commercial part (Part I) and Price Part (Part II) shall be submitted separately. The tenderers should not attach any documents containing Price information along with Technical & Commercial Bid (Part I). We do not open PART II (Price Bid), if PART-I (Technical & Commercial offer) does not meet with our technical specification requirements. Cost split up, other price details etc. shall be uploaded as a separate document under COMMERCIAL DOCUMENTS FROM VENDOR tab.

THE TECHNICAL DOCUMENTS NEED TO BE ATTACHED ONLINE AS A SINGLE PDF FILE WITHOUT ANY PRICE INFORMATION, TECHNICAL BID CONTAINING PRICE DETAILS WILL BE TREATED AS REJECTED.