

आईसीएमआए—राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एव परिवार कल्यांण मंत्रालय, भारत सरकार

ICMR - National Institute of Research in Tribal Health Department of Health Research, Ministry of Health and Family Welfare, Government of India

सं. राजस्वाअसं/जवप/भंडार/सीएएमएससी-एसी/2020/2

^{दिनांक:} 0 9 UC1 2020

निविदा आमंत्रण सुचना

निदेशक, आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, जबलपुर (आईसीएमआर-एनआईआरटीएच) निम्नलिखित निवंधनों एवं शर्तों के अधीन संविदा देने की तारीख से एक (1) वर्ष की अवधि के लिए दिए गए विवरणानुसार (संलग्नक-ए) इस संस्थान में संस्थापित एयर कंडीशनरों की व्यापक वार्षिक अनुरक्षण सेवा संविदा के लिए प्रतिष्ठित एवं अनुभवी एजेन्सियों/फर्मों/कंपनियों से दोहरी बोली पद्धति (तकनीकी बोली एवं वित्तीय/कीमत बोली) में मोहरबंद निविदाएं आमंत्रित करते हैं :-

महत्वपर्ण विवरण

1.	निविदा सं.	राजस्वाअसं/जबप/भंडार/ सीएएमएससी-एसी /2020/2
2.	निविदा दस्तावेज शुल्क	निरंक
3.	संविदा की अवधि	संविदा देने की तारीख से एक वर्ष
4.	बोली प्रस्तुति प्रारंभ की तारीख एवं समय	12 अक्टूबर, 2020 (सोमवार) पूर्वान्ह 10.00 वजे
5.	बोली प्रस्तुति समाप्ति की तारीख एवं समय	18 नवंबर, 2020 (बुधवार) पूर्वान्ह 11.00 बजे
6.	तकनीकी बोली खोलने की तारीख	18 नवंबर, 2020 (ब्धवार) अपरान्ह 02.00 वजे
7.	तकनीकी रूप से अर्हताप्राप्त बोली लगाने वालों के लिए वित्तीय बोलियां खोलने की तारीख	बाद में सूचित की जाएगी
8.	ई.एम.डी. राशि	रु. 10,000/- (केवल दस हजार रुपए मात्र)
9.	प्रदाय/सेवा का स्थान	आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, नागपुर रोड, पो.ऑ. गढ़ा, जवलपुर(म.प्र.)- 482003
10.	निविदा दस्तावेज के पृष्ठों की कुल संख्या	20
11.	निविदा दस्तावेज डाउनलोड करने के लिए वेबसाइट पता	https://www.nirth.res.in/ CPP epublishपोर्टल
12.	निविदा दस्तावेज प्रस्तुत करने के लिए पता व स्थान	कमरा नं. 118 में रखा गया निविदा वॉक्स, अनुभाग अधिकारी (भंडार), आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, नागपुर रोड, पो.ऑ. गढ़ा, जबलपुर-482003 (मध्य प्रदेश)
13.	निविदा किस प्रकार प्रस्तुत करें	स्पीड पोस्ट/पंजीकृत डाक/कुरियर/हाथों-हाथ देकर

1. निदेशक, आईसीएमआर-एनआईआरटीएच को बिना कोई कारण बताए कोई भी अथवा सभी निविदाएं स्वीकार/रद्द करने का अधिकार सुरक्षित है।

2. निदेशक, आईसीएमआर-एनआईआरटीएच को किसी भी अवस्था में बिना कोई कारण बताए निविदा को निरस्त करने का अधिकार सरक्षित है।

3. संपूर्ण निविदा प्रक्रिया में अनुशेष/लोप/शुद्धिपत्र/निरस्तीकरण और संविदा देने से संबंधित मूचनाएं केवल संस्थागत वेबसाइट (https://www.nirth.res.in) में ही प्रकाशित की जाएंगी। आगे कोई और सूचना समाचार-पत्रों अथवा किसी अन्य वेब पोर्टल पर प्रकाशित नहीं की जाएगी।

4. यदि इस दस्तावेज के निबंधनों एवं शर्तों का उल्लंघन पाया जाता है या निविदा दस्तावेज में दी गई कोई जानकारी प्रथम दृष्टिया मिथ्या/गलत होना पाई जाती है तो निदेशक, आईसीएमआर-एनआईआरटीएच को यह निविदा वापस लेने/निरस्त करने का अधिकार सरक्षित है।

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5. बोली लगाने वालों से अनुरोध है कि कृपया निविदा दस्तावेज के अनुसार अनुदेशों का सावधानीपूर्वक पालन करें।

वरिष्ठ प्रशासनिक अधिकारी



आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार

ICMR - National Institute of Research in Tribal Health Department of Health Research, Ministry of Health and Family Welfare, Government of India

Ref: NIRTH/JBP/Stores/CAMSC-AC/2020/2

NOTICE INVITING TENDER

Date: 0 9 OCT 2020

The Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) invites sealed tenders in **Double Bid System** (**Technical Bid and Financial/Price Bid)** from the reputed and experienced agencies/firms/companies for Comprehensive Annual Maintenance Service Contract for **Air Conditioners** installed in this Institute as per details (**Annexure** — **A) for a period of one (1) year** from the date of award of contract under the following terms and conditions.

CRITICAL DETAILS

CITITOTEDE	TITLE O
Tender No.	NIRTH/JBP/Stores/CAMSC-AC/2020/2
Tender document fee	NIL
Duration of Contract	One year from the date of award of the contract.
Bid submission start date and time	12 October, 2020 (Monday) at 10.00 AM
Bid submission end date and time	18 November, 2020 (Wednesday) at 11.00 AM
Date of Opening of Technical Bids	18 November, 2020 (Wednesday) at 02.00 PM
Date of opening of financial bids for technically qualified bidders	To be notified later
EMD Amount	Rs.10,000 /- (Rupees Ten thousand only)
Delivery/Service Location	ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.OGarha, Jabalpur (M.P.)-482003
Total Number of pages of Tender Document	20
Website Address for downloading tender document	https://www.nirth.res.in/ CPP epublish Portal
Address and Venue for the submission of Tender document	Tender Box kept at Room No. 118, Section Officer (Stores), ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O. Garha, Jabalpur – 482003 (M.P.).
Mode of submission of Tender	By Speed Post/Registered Post/ Courier/by hand
	Tender document fee Duration of Contract Bid submission start date and time Bid submission end date and time Date of Opening of Technical Bids Date of opening of financial bids for technically qualified bidders EMD Amount Delivery/Service Location Total Number of pages of Tender Document Website Address for downloading tender document Address and Venue for the submission of Tender document

Notes:-

 The Director, ICMR-NIRTH reserves the right to accept/reject any or all the Tenders without assigning any reason.

The Director, ICMR-NIRTH reserves the right to cancel the tender without assigning any reason at any stage of the tender process.

Notifications related to addendum/deletion/corrigendum/cancellation of the entire tender process and award of
contract will only be published on the institutional website (https://www.nirth.res.in). No further notification will
be published in the news-papers or any other web portal.

The Director, ICMR-NIRTH, reserves the right to withdraw/cancel the tender if it is found in violation of terms
and conditions of this document or any information given in the tender document which prima facie appears to be
false/wrong.

5. Bidders are requested to follow the instructions carefully as per the tender document.

Sr. Administrative Officer

Instructions to the Bidders

- 1. The Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) invites sealed tenders in **Double Bid System (Technical Bid and Financial/Price Bid)** from the reputed and experienced agencies/firms/companies for Comprehensive Annual Maintenance Service Contract for **Air conditioners** installed in this Institute as per details (**Annexure A) for a period of one (1) year** from the date of award of contract
- Complete Tender Document can be downloaded from the website of the Central Procurement Portal (CPP) (https://eprocure.gov.in/epublish/app), ICMR Headquarter, New Delhi (https://main.icmr.nic.in/) and ICMR-National Institute of Research in Tribal Health, Jabalpur (https://www.nirth.res.in/).
- 3. The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Financial/Price Bid. The Part-I (Technical Bid) should contain Annexure-I along with the EMD of Rs.10,000 /- (Rupees Ten thousand only) or valid document claiming exemption from paying EMD (as the case may be) and statement showing compliance with the criteria/ detailed technical specifications as per Serial No. 8.1 and 8.2 below and Notice Inviting Tender (NIT). The Part-II (Financial/Price Bid) should contain only the price offered as per attached 'Rate Schedule' (Annexure-II) format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes super scribed TECHNICAL BID and FINANCIAL/PRICE BID should again be sealed in another envelope superscribing the tender number and "Comprehensive Annual Maintenance Service Contract for Air Conditioners. The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives (only one with authority letter from bidder as per Annexure-VI and proof of identification) on the date of tender opening and the Part-II (Financial/Price Bid) after evaluation of Part-I. The Part-II of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
- 4. The interested Companies/Firms/Agencies can submit the tender documents by hand/post addressed to the Director, ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O.-Garha, Jabalpur 482 003 (M.P.) complete in all respect along with Earnest Money Deposit (EMD) of Rs.10,000/- (Rs. Ten thousand only), refundable (without interest) along with other requisite documents and drop or post the same in the Tender Box kept at the Room No. 118, Section Officer (Stores), ICMR-NIRTH, Nagpur Road, P.O. Garha, Jabalpur (M.P.) 482003.
- 5. The last date of receipt of tender is 18 November, 2020 (Wednesday) at 11.00 AM. No tender will be accepted after 11.00 AM in any circumstances including postal delay.
- 6. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur on 18 November, 2020 (Wednesday) at 02.00 PM.

7. GENERAL INSTRUCTIONS

- 7.1. For the Bidding/Tender Document Purposes, the ICMR-NIRTH shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/or 'Bidder' or interchangeably.
- 7.2. While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 7.3. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract/bids not meeting the minimum eligibility criteria/bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.
- 7.4. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement to the ICMR-NIRTH. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 7.5. The contract shall be awarded to the selected bidder(s) on fixed rates for maintenance/ repair of various types air conditioners (Window, split and roof mount) for a period of one (1) year from the date of the award of the contract. However, the period of the contract may be further extended provided the requirement of the ICMR-NIRTH, Jabalpur persists at that time or may be curtailed, terminated earlier owing to deficiency in service or substandard quality of work by the selected company/Firm/Agency.
- 7.6. The prospective bidders are free to seek any clarifications/see the kind of requirement ICMR-NIRTH is looking for. For this purpose, Section Officer (Stores), ICMR-NIRTH, Jabalpur (0761-2370800 extn. 331, 0761-2370845) may be contacted with prior appointment on any working day between 2 PM to 4 PM from 12/10/2020 to 06/11/2020.
- 7.7. The rates may be quoted as per Annexure-II, Taxes if any, may be specifically and separately indicated in the quotation. In case of no separate mention of Tax, Rates will be presumed to be all inclusive & assessment will be made accordingly.

8. MINIMUM ELIGIBILITY CRITERIA

8.1. The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process:

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- a. The Bidder shall have experience in the similar field in the Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR-NIRTH or its laboratories/ institutes /centres for the last three (3) years.
- 8.2. Documents supporting the Minimum Eligibility Criteria to be attached with Technical Bid (Part I) document:
 - a. In proof of having fully adhered to minimum eligibility criteria at 8.1(a), following documents shall be acceptable with the bid documents:
 - i) Self-attested and valid copy of PAN/TIN number and ITR of last 3 years
 - ii) Self-attested and valid copy of GST Registration Certificate
 - iii) Status: Whether proprietorship, partnership firm/company
 - iv) Self-attested and valid copies of the award letter from Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres for the last 3 years
 - v) Self-certification to the effect that the firm has not been banned/black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ Institutes /Centres in the past (Annexure-III).
- 8.3. Tenderer shall submit a declaration to the effect that his no close/nearest relative working in the client department (Annexure-VII)

Note:-If any of the above listed documents as mentioned under Sr. No. (i) to (v) are not submitted, the tender will be rejected without assigning any reason, and no correspondence will be entertained.

9. EARNEST MONEY DEPOSIT (EMD)

- 9.1. The EMD amount of Rs.10,000/- (Rupees Ten thousand only) or the proof of the same must accompany Part-I (Technical Bid) failing which the tender shall be rejected outrightly.
- 9.2. EMD of Rs.10,000/- (Rupees Ten thousand only) has to be submitted in a separate cover along with Technical Bid only, in form of banker's cheque / demand draft/ fixed deposit receipts/bankguarantee drawn in favour of the Director, ICMR-National Institute of Research in Tribal Health, Jabalpur payable at Jabalpur (having validity must be up to 5 months from last date of submission of tender). The EMD may also be remitted electronically through RTGS / NEFT to Account Name: Director, ICMR-NIRTH, Jabalpur (Miscellaneous A/c) Account No. 38989533545, State Bank of India, Medical College Branch, Jabalpur, IFSC Code SBIN0001445 (Copy of proof for having transfer EMD amount to be enclosed). While transferring the EMD through RTGS/NEFT, please mention the name of firm/agency/company in the narration.
- 9.3. The EMD shall be refunded to unsuccessful tenderer after finalization of the tender.
- 9.4. The Bidders, who want to claim exemption from paying EMD should submit copies of valid documents issued by concerned & appropriate government authorities. In case where, EMD or Valid Documents in support of claiming exemption for paying EMD are not found, bids will be rejected at the time of opening of technical bid of the tenders.
- 9.5. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance. Any request by the bidders to consider their EMD or security deposit or payment of any pending bill furnished by them to ICMR-NIRTH, Jabalpur for any other contract/tender cannot be considered as EMD for this tender.
- 9.6. The EMD shall be forfeited in the following case:
 - i) If the bidder withdraws his/her bid during the period of validity of the bids specified by the bidder in the bid form; or
 - ii) In case of successful bidder; if the bidder
 - a) Fails to accept the award letter based on his/her offer (bid);
 - b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Document within the time frame specified by the client; or
 - c) Fails or refuses to honour his/her own quoted prices for the services of part thereof
- 9.7. No claim shall lie against the ICMR-NIRTH in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable in EMD.
- 9.8. Tenders received after due date and time, without EMD or DD/TDR incorrectly addressed or Valid Exemption Documents and incomplete tenders shall be summarily rejected.

10. PERFORMANCE SECURITY

10.1. The firm/agency/company (successful Bidder) will be required to furnish performance security in the form of performance bank guarantee (Annexure-V) through a nationalized / scheduled bank for a sum equal to 10% of the contractual value within 30 days of award of contract valid for a period of 60 days beyond the

- contractual period (expiry date of contract). In case the contract is extended beyond the initial period of one year, the performance bank guarantee will have to be accordingly renewed by the successful bidder.
- 10.2. The 'Bank Guarantee for Performance Security' will be forfeited by order of the Competent Authority of ICMR-NIRTH, in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance.

11. VALIDITY OF BIDS

- 11.1. The bid shall be valid for a period of 90 (ninety) days from the date of opening of the tenders. In exceptional circumstances the ICMR-NIRTH may ask the bidder to extend the validity of Bid. The validity of bid security shall also be suitably extended. However, a bidder will not be permitted to modify its bid. In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 11.2. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 11.3. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.

12. PREPARATION OF BIDS

- 12.1. Language: Bids and all accompanying documents shall be in English or in Hindi.
- 12.2. No overwriting or correction of any type either using white fluid will be accepted.
- 12.3. All the pages of tender documents should be signed, and properly numbered and total number of pages must be indicated on the forwarding letter.
- 12.4. Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.
- 12.5. <u>Technical Bid:</u> Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.
 - a) Technical Bid Submission Form duly signed by the person authorized to sign the tender bids;
 - b) Earnest Money Deposit of Rs.10,000 /- (Rupees Ten thousand only);
 - c) All self-attested and valid supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section -8 above.
- 12.6. <u>Financial/Price Bid</u>: Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document.
- 12.7. The tenderer shall quote rates both in figures and words. The tenderer shall also work out the amount for each item of work and write in both figures and words. On check if there is difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by them, the following procedure shall be followed.
 - a) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
 - b) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.
 - c) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
- 12.8. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.
- 12.9. All the pages of quotations including the supportive documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.

13. BID OPENING PROCEDURE

- 13.1. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur on 18 November, 2020 (Wednesday) at 02.00 PM in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 13.2. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders in due course.
- 13.3. Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 13.4. After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- 13.5. Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.

13.6. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

14. CLARIFICATION ON TECHNICAL BID EVALUATION:

- 14.1. The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 14.2. If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 14.3. Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 8.

15. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

15.1. The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

16. FINANCIAL BID OPENING PROCEDURE

- 16.1. The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their representatives, who choose to be present at the time of opening of the financial bids.
- 16.2. Absence of bidders or their representatives shall not impair the legality of the process.
- 16.3. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

17. RETURNING OF EARNEST MONEY DEPOSIT (EMD)

- 17.1. The Earnest Money Deposit of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned at the earliest after opening of the eligible Financial Bids.
- 17.2. The Earnest Money Deposit of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned on award of contract to the successful bidder.
- 17.3. The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

18. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

- 18.1. Submission of Performance Security Deposit
- 18.2. The successful firm/agency/company will be required to start working immediately from the date of award of the Contract. The ICMR-NIRTH, Jabalpur shall, however, has the right to terminate the contract at any time

19. VALIDITY OF CONTRACT

- 19.1. The period of Comprehensive Annual Maintenance Contract for maintenance/repair of Air conditioners will be one (1) year from the date of the award of the Contract.
- 19.2. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and ICMR-NIRTH, Jabalpur.
- 19.3. The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. The ICMR-NIRTH, Jabalpur however, reserves right to terminate this initial contract at any time after giving one-month notice to the selected Firm.

20. PAYMENTS

- 20.1. For payment purpose, the bills should be submitted quarterly, requisitions wise along with the work completion report/user certificates.
- 20.2. All payments shall be made in Indian currency by means of Electronic Clearance service (ECS) or Cheque in the name of firm.
- 20.3. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this ICMR-NIRTH, Jabalpur.
- 20.4. No advance payment(s) will be made in any case whatsoever.
- 20.5. The payment will be made on submission of the following documents, whichever applicable by the Firm/Agency (successful bidder) to the paying authority (DIRECTOR, ICMR-NIRTH, Jabalpur) alongwith the bill.
 - i. Ink-signed copy of commercial invoice/bill of the agency (successful bidder).

- Details for electronic payment viz account holder's name, bank name, branch name and address account type, account number, IFSC Code, MICR Code (if these details are not incorporated in contract).
- iii. Any other document/certificate that may be provided for in the contract.
- iv. User acceptance where applicable.

21. TERMINATION

- 21.1. In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit Receipt shall be forfeited and en-cashed. The decision of the Director, ICMR-NIRTH, Jabalpur will be the final
- 21.2. The contractor goes bankrupt and becomes insolvent.
- 21.3. The ICMR-NIRTH, Jabalpur reserves right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome the problem encountered by the contracting parties.

22. SCOPE OF WORK

- 22.1. The term "Maintenance" include maintenance of all parts of AC including spare parts, replacement of compressor, fan motors, re-winding of motors, gas filling/charging including gas cleaning, oiling, chemical washing, greasing (general servicing), filter replacement, relay, thermostat, drain/water & copper pipe replacement including gas, repair of any or all parts including fixing of wires/plugs, insulation, running/starting capacitors, labour/transportation charges etc. Service Provider shall provide two dry cleanings and two wet cleanings except breakdown. No extra cost will be given for any of the above service/spare parts.
- 22.2. Installation/Shifting of ACs (including gas refilling & all material) may be required in the office for which the extra charge may be paid. The cost of shifting of ACs may be quoted separately (Annexure II-(a)).
- 22.3. Break down calls shall be attended within 6 hours (excluding Saturday/Sunday/Holiday) of registering the complaint in register which will be available in Stores Section. The required repair work shall also be completed by the vendor at the earliest. The services should be provided on regular basis during office hours and in case of emergency beyond office hours or on holidays etc.
- 22.4. The firm will have to repair the equipment within 24 hours of its complaint. If not, the ICMR-NIRTH will get repairs carried out from outside and the expenditure so incurred on such repairs will be deducted from the CAMSC payment, due to the firm.
- 22.5. The agency shall have to hand over the Air Conditioner units in working condition at the end/termination of the contract, failing which the same shall be recovered from the payment due for the last month.
- 22.6. The owner of the firm should be available on his landline telephone and also on mobile phone.
- 22.7. Representative of the contractor will not remove any part(s) or whole from the equipment's without permission of the competent authority in the building where the equipment's are installed.
- 22.8. The work is to be carried out in the premises of the ICMR-NIRTH, Jabalpur. The work which cannot be done in the office premises would be allowed to be done outside. No extra charges will, however, be payable on this account.
- 22.9. The existing numbers of ACs mentioned in the Annexure A may change during the currency of the contract. For any such alterations, intimation shall be given to the contractor and if any new addition is not maintained through warranty clause but through AMC, charges for maintenance shall be payable to the contractor at the rates agreed upon. Similarly, the deletion shall also be intimated to the contractor and charges shall be deducted for the purpose of payment to contractor.
- 22.10. During repair of the machine during the CAMSC period and preventive maintenance at ICMR-NIRTH premises the safety of the mechanic/services engineer will be responsibility of the firm.
- 22.11. During execution of repairs at the ICMR-NIRTH, any damage to the client's property by the mechanic/services engineer of the contractor will be repaired and made good by the contractor at their own risk and cost.

OTHER TERMS AND CONDITIONS

- 23. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- **24.** The tenderer who is found successful and awarded the contract shall have to execute an Agreement with ICMR-NIRTH on a Non-Judicial Stamp Paper of Rs.100/- (As per Annexure-IV).
- 25. The successful tenderer/agency shall not engage any sub-agency or sublet any other work or any part of its or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- **26.** The tender is not transferable. Only one tender shall be submitted by one bidder.

- 27. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.
- 28. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
- 29. The Director, ICMR-NIRTH reserves the right to accept or reject any or all the offers without assigning any reason.
- **30.** The Director, ICMR-NIRTH does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.
- 31. The Director, ICMR-NIRTH reserves the right to alter/ modify any or all conditions of this tender notice.
- **32.** The period of contract shall be initially for one year, and can be terminated by the Director, ICMR-NIRTH by giving one-month notice to the agency.
- **33.** The first 03 months of the contract period will be considered as trial period and contract will be continued only after satisfactory completion of the trial period.
- **34.** The agency may discontinue the contract at any point of time by giving a notice at least 60 days before the intended date for discontinuation. However, the agency will forfeit the security deposit submitted by it, in case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation. The ICMR-NIRTH, Jabalpur reserves the right to claim the damages and recover them from the payments due to the agency or by any other means, in addition to forfeiting the security deposit of the agency
- **35.** The Contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as prevailing labour/wage laws in force as per Government of India norms and ICMR-NIRTH shall not be a party to any dispute between the contractor and workers.
- **36.** No increase in amount shall be considered at all during the currency of the Annual Contract. No other charges like transportation fare etc., will be payable.
- **37.** Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letterhead of the firm.
- **38.** The rates quoted shall remain in force for the full period of contract.
- **39.** The Annual Contract shall be operative immediately after award of the contract. The ICMR-NIRTH shall, however, has right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of ICMR-NIRTH will be final and binding on the contractor.
- **40.** The tenderer should enclose a signed copy of the terms and condition stipulated for award of the contract conveying his acceptance of the same (AnnexureI-a).
- **41.** In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relations with the ICMR-NIRTH.
- **42.** If the firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and security deposit shall be forfeited and the work will be assigned to another firm at the risk and cost of the firm.
- **43.** The rates quoted must be, in whole rupee. It may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e. "free" or "complementary" just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.
- **44.** The contractor shall not sub-contract or sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.
- **45.** Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Director, ICMR-NIRTH, Jabalpur in accordance with the provisions of the Arbitration and Conciliation Act 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be Madhya Pradesh and the decision of the arbitrator shall be final and binding on the parties.
- **46.** Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Hon'ble High-Court of Madhya Pradesh, Principal Bench Jabalpur.
- **47.** All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by ICMR-NIRTH, Jabalpur.
- **48.** No payment shall be made in advance nor any loan from any bank or financial institutions shall be recommended on the basis of the order of award of work.
- **49.** The competent authority of the Institute shall be at liberty to withhold any of payment in full or in part subject for recovery of penalties mentioned in preceding paragraph.
- **50.** Any matter for which no specific instruction has been given shall be decided by ICMR-NIRTH, Jabalpur and the decision shall be final and binding on all bidders.

Sr. Administrative Officer

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

- 1. Self-attested and valid copy of PAN/TIN number and ITR of last 3 years
- 2. Self-attested and valid copy of GST Registration Certificate
- 3. Status: Whether proprietorship, partnership firm/company
- 4. Self-attested and valid copies of the award letter from Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres for the last 3 years
- 5. Self-certification to the effect that the firm has not been banned/black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ Institutes /Centres in the past(Annexure-III).
- 6. EMD amount or proof of same (please see clause 9)

Annexure I APPLICATION - TECHNICAL BID

For Con Institute	nprehensive An of Research in	nual Maintenance Service Contr Tribal Health, Jabalpur (ICMR-	act for NIRTI	Air Conditi		led in ICMR-National	
1.	Name of Firm/Agency (Attach certif	5 - I I	:				
2.	Name of prop Firm/ Agency	prietor/Director of Company/	:				
3.	Full Address of Reg. Office						
	Telephone N	0	:				
	FAX No		:				
	E-Mail Addr	ess	:				
4.	Full Address	of Operating/ Branch Office	:				
	Telephone N	o	:				
	FAX No		:				
	E-Mail Addr	ess	:				
5.	PAN / TIN n (Attach self-a	umber attested copy)	:				
6.	GST No. (Attach self-a	attested copy)	:				
7.	Self-certification to the effect that the firm has not been banned/black listed by any Ministry/Department in the past (Annexure-III).						
8.	the last three Central Auto	of the major similar contracts has years from Ministries/ Depart conomous-bodies/ PSUs/ Governmentations (Centres in the following)	tments/ rnment	Governmer Universitie nat:	nt/ Semi-Go es and/or	overnment Organizations / for ICMR/NIRTH or its	
	SI. No.	<u>Details of client along with</u> address, telephone and FAX			ıration of C		
	numbers		7	From	l	То	
	1.						
	2.						
	3.						
	(if the space p	rovided is insufficient, a separate	sheet	may be attac	ched)		
9. 10.	Details of	Formation, if any (Attach separate Earnest Money Deposit: I DateDray	Rs. 1	0,000/- (R	upees Tei	n thousand only) D.D	
Date: Place:	Signature of authorized person with Stamp Name: Seal:						

(AnnexureI-a) DECLARATION

1.	ISon / Daughter / Wife of Shri
2.	I have carefully read and understood all the terms and conditions of the tender for the Comprehensive Annual Maintenance Service Contract of various ACs in the ICMR-NIRTH, Jabalpur and undertake to abide by them;
3.	The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
Date Place	Signature of authorized person with stamp Name: Seal:

Annexure II

APPLICATION - FINANCIAL BID

Tender I	Reference No.
For Cor	nprehensive Annual Maintenance Service Contract for Air Conditioner installed in ICMR-National Institute
of Rese	arch in Tribal Health, Jabalpur (ICMR-NIRTH)
1	Name of the Agency/Firm/Company:
2.	Rates for Comprehensive Annual Maintenance Service Contract for ACs

S.No.	Description of theitem	Quantity	Charges per unit (RS.) In words & figures	Taxes (if any) In words & figures	Total amount with taxes (Rs) In words & figures
1.	Windows 1.5 Ton	15			
2.	Split 1.0 Ton	04			
3.	Split 1.5 Ton	88			
4.	Split 2.0 Ton	47			
5.	Roof Top AC	04			
	1	1		Total:	
Amount	in words:				1

^{*}Amount to be quoted both in words and figures

Date:	Signature of authorized person
Place:	Name:
	Seal:

Annexure-II(a)

APPLICATION - FINANCIAL BID

S. No.	Service	Qty	Rate	GST	Total Amount In words of figures
1	Installation/Shifting Charge of Split AC (if required by the Institute) (including gas refilling & all material)	1			
2	Installation/Shifting charge of Window AC (if required by the Institute) (including all material)	1			

Annexure-III

Declaration of Clean Track Record (On Company / Firm's Letterhead)

				Date:		
То,	The Director National Institute of Research in Tribal I Nagpur Road, P.OGarha, Jabalpur- 482					
Sir,						
Sub:	Tender Ref No for comprehensive annual maintenance service of Air Conditioners installed in the ICMR-NIRTH, Jabalpur-reg.					
Semi-G ICMR/I	I/We carefully gone through the Terms & Conditions contained in the above referred tender. I/We hereby declare that my Company/Firm is not currently debarred / black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ Institutes /Centres in India or abroad. I /We further certify that I'm competent officer in my Company / Firm to make this declaration. Or					
CI.	I/we declare the following	DI 12 (1/	l n	G: 1 1e		
Sl. No.	Country/State in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long		
(NOTE	: In case the Company / firm was blacklis the company / firm was blacklisted and t	ted previously, please pro he reason/s for the same)	vide the details regard	ing Period for which		
Yours f	aithfully,					
(Signate Printed	ure of the Bidder) Name					

Designation Seal

Annexure-IV

MAINTENANCE CONTRACT AGREEMENT

(Specimen to be executed in Rs.100/- non-judicial stamp paper)

This Maintenance Agreement is made at Jabalpur on(Date and place of agreement) for the
period of one year from to between the ICMR-NIRTH, JABALPUR hereinafter referred to as "First
Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in
office and assigns on the one party and M/swith its registered
office at which expression shall unless excluded by or repugnant to the context shall
nclude its representative administrator, executives and assign on the second party.
Whereas ICMR-NIRTH, JABALPUR has the air conditioners shown in the enclosed Annexure-A and
whereas M/s has agreed to perform the said maintenance services of air conditioners as mentioned in this agreement.
services of air conditioners as mentioned in this agreement.
Now, therefore, it is hereby mutually agreed as follows:
1. The deliveries and supplies and performance of the services shall commence from the effective date of the
contract for the whole year, i.e., from the date of signing of this contract agreement. However, contract can be
extended for further one year on mutual basis.
2. The total maintenancechargesfor one year are Rupees the comprehensive maintenance
charges shall be payable to the second party onquarterly basis. For this purpose, the second party will
have to submit bill along-with service and call reports in the name of first party and payment shall be
made by it within 30days from the receipt of the bill. Enhancement or decrease of taxes, duties or prices
of components, etc., will not affect the AMC rates during the entire period of AMC no difference shall be
paid or claimed as a resultoftheabove. However, Taxes (TDS) will be deducted from the AMC Bill as per
Income Tax rules.
3. The rates quoted will remain in force for the period of contract. No demand for revision of rate on any

- account shall be entertained during the contract period.
- 4. During the currency of the agreement, the first party is at liberty to add to or delete from, this schedule any numbers of air conditioners etc. if so warranted. In case of addition of work, services will be performed, the same will be done on already agreed and settled-rates for the main contract of maintenance.
- 5. The contract shall be inclusive of cost of spare parts, replacement of compressor, fan motors, re-winding of motors, gas filling/charging including cost of gas cleaning, oiling, chemical washing, greasing (general servicing), filter replacement, relay, thermostat, drain/water & copper pipe replacement including cost of gas, repair of any or all parts including fixing of wires/plugs, insulation, running/starting capacitors, labour/transportation charges etc.
- The second party, shall truly and faithfully carry on the said job for the comprehensive maintenance service of the air conditioners as mentioned to the full extent and satisfaction of the first party for the whole year, i.e., from the date of signing of this contract agreement. However, contract can be extended for further one year on
- Maintenance services shall be available on all working days of the office except on Saturdays, Sundays and National Holidays; however, if required, it will be provided on Saturdays, Sundays and National Holidays as per work contingencies. The services should be available from 9.00 A.M. to 5.30 PM.
- The second party has to depute their one engineer, who will report to Store Section for general and break-down service of air conditioners.
- Break down calls shall be attended within 6 hours (excluding Saturday/Sunday/Holiday) of registering the complaint in register which will be available in Stores Section. The required repair work shall also be completed by the vendor at the earliest.
- 10. The firm will have to repair the equipment within 24 hours of its complaint. If not, the ICMR-NIRTH will get repairs carried out from outside and the expenditure so incurred on such repairs will be deducted from the CAMSC payment, due to the firm.
- 11. During repair of the machine during the CAMSC period and preventive maintenance at ICMR-NIRTH premises the safety of the mechanic/services engineer will be responsibility of the firm.
- 12. During execution of repairs at the ICMR-NIRTH, any damage to the client's property by the mechanic/services engineer of the contractor will be repaired and made good by the contractor at their own
- 13. The comprehensive maintenance shall be carried out primarily at the premises of the ICMR-NIRTH, Jabalpur during office hours. In case, the second party feels that the air conditioners cannot be repaired on-site, they will carry the defective equipment with the consent of officials after giving due receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly.
- 14. The second party shall deposit equal to 10% of the Annual Contract Value as Performance security in the form of performance bank guarantee through a nationalized / scheduled bank for a sum equal to 10% of the contractual value within 30 days of award of contract valid for a period of 60 days beyond the contractual period be pledged in favour of the Director, ICMR- NIRTH, Jabalpur. This amount shall be refunded without

- any interest to the second party by the first party upon termination or expiry of this agreement after adjusting such dues.
- 15. In case of breach of any conditions of the contract and for all types of losses caused on the part of Contractor, the Director, ICMR-NIRTH, Jabalpur shall make deductions, as deemed fit, form the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit.
- 16. On completion/termination of the contract, the firm will have to provide all the air conditioners in good/working conditions.
- 17. In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations.
- 18. In case of any dispute arising between the contract holder and the ICMR-NIRTH or any constituent being party of the contract the sole authority for settlement of such disputes, will rest with the Arbitrator, appointed by the Director, ICMR-NIRTH, Jabalpur.
- 19. In case the maintenance is not found satisfactory the Director, ICMR-NIRTH, Jabalpur reserves the right to cancel the award at any time, without assigning any reason.

For and on behalf of ICMR-National Institute of Research in Tribal Health, Nagpur Road, Jabalpur-482 003.

For and on behalf of the contractor		
WITNESSES		
1. Name:Address & Contact	Sign.:	Date:
2 Name:	Sign ·	Date:

Address & Contact

Annexure-V (To be typed on 100 rupees Stamp Paper)

Performance Security Bank Guarantee No.: Amount of Guarantee: Rs.
Valid Upto:
Guarantee Cover from: to
The Director, ICMR-National Institute of Research in Tribal Health, (Indian Council of Medical Research) Ministry of Health, Govt. Of India Nagpur Road, P.O. Garha, Jabalpur –482003
This deed of guarantee executed by (Name of Bank)
of ICMR-National Institute of Research in Tribal Health – Jabalpur-482003. (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs
This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. (Rupees
shall remain in full force upto
Whereas you have entered in to a contract reference No
Maintenance Service Contract for Air Conditioners and whereas (Name of Firm) has undertaken to produce Bank Guarantee for the 10% of the contract price amounting to Rs. (Rupees
Research in Tribal Health – Jabalpur – 482003. for the contract period from to
We, (Name of Bank)
Research in Tribal Health, Jabalpur-482003 declares to us through you that (Name of Firm)
has not fulfilled the obligations under the said contract to pay you on demand without any reference to M/s an amount of Rs
right/disputes raised by (Name of Firm)
We shall not be discharged or released from the aforesaid undertaking and guarantee by any arrangements, variations made between you and (Name of Firm) indulgence to (Name of Firm) by you with or without our consent and knowledge or by
alterations in the obligations of (Name of Firm)
We further agree and undertake not to revoke this guarantee before the same is discharged in writing by you.
This guarantee shall remain valid until
Notwithstanding anything contained herein. Our liability under this guarantee is restricted to Rs
Dated at
Dated:Place:
Witness (Name, Address & Signature) 1. (Signature of authorized officer of the Bank)
2.

Annexure-VI (To be submitted on Agency's Letter Head)

Το,													
	T	he Directo	or										
	ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.OGarha,												
	Ja	ıbalpur –	482 003.										
Sub:	A	uthority	letter for att	endir	ng tender ope	ning for ten	der ref.	. no		_·			
Sir,	ī	hereby	authorized	Mr			havino	Aadhar	no /Voter	Id/	Pan	card	(conv
enclose	-				attend tender								
	/_		Health, Jabalp		utteria teriaer	opening o			ut 101	VIIC I	ation	111561	tute 01
Name:													
Seal:													
Date:													
Place:													

Annexure-VII

Certificate on Non-Participation of near Relatives in the Tender (Comprehensive Annual Maintenance Service Contract for Air Conditioners)

Tender Reference No						
CERTIFICATE						
R-NIRTH, Jabalpur shall have the al	hereby certify that none of my relative(s) is/ard ny stage, it is found that the information given by me is false/in-bsolute right to take any action as deemed fit/without any prior					
	Signed For and on behalf of Contractor Name (caps) Position Date					

Note: In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and bid security/security deposit shall be forfeited at any stage whenever it is so noticed. The department shall not pay any damages to the company or firm or the concerned person. The company or firm or the persons shall also be debarred for further participation in the concerned unit.

Signature of the Bidder

Annexure-A List of Air Conditioners

S.No.	Make and Model	Quantity (Approx)
1.	Carrier Split (1 Ton)	04 Nos
2.	Carrier Split (1.5 Ton)	03 Nos
3.	Carrier Split (2 Ton)	01 No.
4.	L.G. Split (1.5 Ton)	66 Nos
5.	L.G. Split (2 Ton)	32 Nos
6.	Voltas Split (1.5 Ton)	19 Nos
7.	Voltas Split (2 Ton)	14 Nos
8.	Voltas Window (1.5 Ton)	15 Nos
9.	Roof Top AC	04 Nos
	Total	158 Nos