

DELHI ELECTRICITY REGULATORY COMMISSIONTENDER DOCUMENTJuly 2022

Tender No. F.2(144)/Estt./DERC/2021-22

**Name of work: Comprehensive Annual Maintenance Contract (CAMC) for ductable and inverter cassette air-conditioners for DERC Building.**

Complete Bid document which includes Notice Inviting Tender, General Terms and Conditions, Technical Bid, Terms & Conditions of AMC, Financial Bid and Bank Guarantee Formats etc. can be downloaded from DERC website: [www.derc.gov.in](http://www.derc.gov.in). Any amendment(s)/ corrigendum / clarifications with respect to this Bid shall be uploaded on the above mentioned website only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above mentioned website.

**Sub: Comprehensive Annual Maintenance Contract (CAMC) for ductable and inverter cassette air-conditioners for DERC Building.**

Dear Sir/Madam,

1. The Commission intends to carry out the work of Comprehensive Annual Maintenance Contract for 5 nos. of ductable AC and 11 nos. of inverter cassette air-conditioners for DERC Building (Details at Annexure 5).
2. The **Notice Inviting tender sheet** is enclosed at **Annexure 1**
3. The **General Terms & Conditions** are enclosed at **Annexure 2**
4. The **Technical Bid** to be submitted on the letter head of the Bidder in the sealed cover in the format provided at **Annexure 3**
5. The **Terms & Conditions** for CAMC is to be submitted on the letter head of the Bidder and to be submitted along with **Technical Bid** are enclosed at **Annexure 4**
6. The **Financial Bid** to be submitted on the letter head of the Bidder in sealed cover as per schedule of requirement enclosed at **Annexure 5**
7. Format of "Performance Bank Guarantee (PBG)" is enclosed at **Annexure 6**
8. The last date and time of receipt of tender is **29.07.2022** at **1500 Hrs.**
9. Tender received after stipulated date and time will not be considered. The Bids received within the stipulated date and time will be opened by the DERC on the same day i.e. **29.07.2022** at **1600 Hrs.**

(Nalini Dubey)  
Personnel Officer

**Annexure-1**

<b>Notice Inviting tender sheet</b>	
Tender No :	F.2(144)/Estt./DERC/2021-22
Organization Name :	DELHI ELECTRICITY REGULATORY COMMISSION
Contact Details :	Official's Name Nalini Dubey, Personal Officer
	Address O/o the Secretary, DERC, Viniyamak Bhawan, C -Block, Shivalik, Malviya Nagar, New Delhi -110017 PH : 011-26673608/41080417
	City New Delhi
Name of Work :	<b>Comprehensive Annual Maintenance Contract for ductable and inverter cassette air-conditioners for DERC Building.</b>
Mode of Tender Submission :	Sealed Bid
Tender Type :	Open
Type of Contract:	Works
Last date & time of submission of tender document :	29.07.2022 at 15.00 hrs
Date & time of opening of tender document :	29.07.2022 at 16.00 hrs
Base Currency :	INR
Payment Details	
EMD Amount (INR):	Rs.10,000/-
Bid Validity Period (Days):	90 Days
Project Duration :	Comprehensive AMC for 3 years.
Eligibility Criteria :	<p>1. The Bidder should be either an original equipment manufacturer and authorized dealer providing CAMC or AMC of AC of ductable and inverter cassette AC.</p> <p>2. Average annual financial turnover of the Bidder during the last three years, ending 31<sup>st</sup> March 2022 should be Rs. 6 Lakhs.</p> <p>3. The Bidder should have experience of successfully completed similar works in any department of Central Govt. or Central Autonomous Body or Central PSUs or any Department of State</p>

	<p>Govt. or State Autonomous Body or State PSUs or Private Sector Organisation during last Seven Years ending previous day of last date of submission of tender for the value and number of works stated below:</p> <p>a. Three similar completed works, each costing not less than Rs.2.50 Lakhs</p> <p style="text-align: center;">or</p> <p>b. Two similar completed works each, costing not less than Rs.3 Lakhs</p> <p style="text-align: center;">or</p> <p>c. One similar completed work costing not less than Rs.5 Lakhs</p> <p><b>(Similar work means: Comprehensive Annual Maintenance Contract for ductable and inverter cassette air-conditioners for DERC Building)</b></p> <p>4. The Bidder should have Goods and Service Tax (GST) registration.</p> <p>5. The Bidder should either have EPF registration or submit a self-declaration that EPF is not applicable to the Bidder, with reasons thereof.</p> <p>6. The Bidder should either have ESI registration or submit a self-declaration that ESI is not applicable to the Bidder, with reasons thereof.</p> <p>7. The Bidder and/or its electrician should possess a valid Electrical License of appropriate voltage issued by Delhi State.</p> <p>8. The Bidder shall file a self-declaration that they have not been black listed/debarred by any department of Central / State Government/ PSU or private companies in last 5 years</p>
Documents to be submitted :	<p>1. A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the Bid has the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity.</p> <p>2. A document showing OEM status of the Bidder, or their authorized dealer or any other certificate to fulfil the qualification.</p> <p>3. A document showing the financial turnover of the Bidder during last 3 years, certified by the CA or copy of the last 3 years audited</p>

balance sheet, profit & loss accounts duly signed by Auditor.

4. Completion certificates of works. The completion certificate should be signed and stamped by the authorized person of the companies.

5. Goods and Service Tax (GST) registration letter.

6. Copy of PAN card of the Bidder.

7. EPF registration letter/self-declaration regarding its non-applicability.

8. ESI registration letter/self-declaration regarding its non-applicability.

9. Valid Electrical License of appropriate voltage issued by Delhi State

Note:-

1. EMD of the desired amount in the form of Demand Draft in favour of "Secretary, Delhi Electricity Regulatory Commission, New Delhi" should not have been issued by the bank before the date on which NIT was published on the website.

2. The Bidder shall attach self-attested photo copies of the above documents along with the Bid.

3. The Bidders furnishing false/ fabricated experience certificate/ documents shall be debarred from participating in DERC future tenders.

(Nalini Dubey)  
Personnel Officer

**Annexure 2****General Terms & Conditions**

1. **Description of Work:** Comprehensive Annual Maintenance Contract (CAMC) for ductable and inverter cassette air-conditioners for DERC Building.
2. **Scope of Work:** Bidder shall provide CAMC for ductable and inverter cassette air-conditioners for DERC Building. The CAMC will be valid for three years from the date of acceptance of award, which may be extended further for two years on the same terms & conditions based on the performance and mutual agreement.
  - i) All spares, Refrigerant Gases and consumable items required for maintenance of air conditioning system are included in the contract and shall be supplied & installed by the firm free of cost.
  - ii) When compressor needs replacement the same should be got done through the original manufacturer and necessary documents of proof of replacement should be submitted to the Commission. All work for replacement of compressor i.e. supply of compressor vacuumization, pressure testing, and leak testing refilling of refrigerant is included in this contract.
  - iii) Providing necessary manpower (skilled, semi-skilled and unskilled) as required for the above activities is included in the contract.
  - iv) The contractor shall arrange all Tool & Plant items required during maintenance and nothing extra shall be paid on this account.
3. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 10,000/-** along with their Bids. However, Bidders registered with Micro Small and Medium Enterprises / National Small Industries Corporation (MSME/NSIC) are exempted from depositing EMD as per the provisions of GFR 181. The EMD is to be submitted in the form of an Account Payee Demand Draft in favour of "*Secretary, Delhi Electricity Regulatory Commission*" payable at New Delhi from any of the Public Sector Banks. The EMD or MSME/NSIC certificate is to be submitted in a separate sealed envelope which shall be opened first. In case, there is no appropriate EMD or MSME/NSIC certificate in that envelope, then the Technical & Financial Bids will not be opened for that Bidder. Bids without EMD will be rejected as non-responsive.
4. EMD of the unsuccessful Bidders will be returned after the award of the contract without any interest. The EMD of the successful Bidder would be returned, without any interest whatsoever, after the submission of the (Contract Performance Guarantee) CPG.
5. **Manner of depositing the Bids:**
  - i. **Bids shall be submitted in three envelopes, namely;**

- (i) Earnest Money Deposit**
- (ii) Technical Bid along with Technical Specification**
- (iii) Financial Bid**

The envelopes shall mention name of assignment and content of envelope (Technical Bid/Financial Bid/EMD) at the top, and the name of the submitting Bidder at the left hand corner of the envelope. The Bids shall be submitted in the enclosed formats only.

- ii. These three envelopes shall be sealed in a large envelope. This envelope shall mention name of assignment at the top and the name of the submitting Bidder at the left hand corner of the envelope.**
- iii. Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) in form of Demand Draft in favour of the Secretary, DERC, payable at New Delhi, shall be kept in a separate sealed envelope. **In case, separate envelope carrying suitable EMD is not found in the large envelope, Technical Bid of such Bidders shall not be opened.** Any tender not accompanied by acceptable Earnest Money Deposit will be summarily rejected as incomplete.
- iv. The Technical Bid shall comprise of duly filled Annexure-3 along-with Technical Specification as per Annexure 4 all enclosures specified at Annexure-3. In case all the documents in support of eligibility criteria mentioned in Annexure-3 & Annexure-4 is not found enclosed in the Technical Bid envelope, the Bid shall be summarily rejected as incomplete and Financial Bid of such Bidders shall not be opened.** All Technical Documents like literature, catalogues, etc., if any, shall be placed in the same sealed cover of Technical Bid. The Technical Bid shall not indicate particulars of the Financial Bids otherwise the Bids shall be liable to be rejected.
- v. Each page of the Bid should be numbered and signed by the authorized signatory with the seal of the Bidder. Further, any cutting, addition or overwriting on any page of the Bid, shall be clearly marked and signed by the authorized signatory.
- vi. A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the Bid has the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity, shall be submitted.
- 6. No change in the amount of Bid shall be permitted after submission of the Bids. All the documents shall be duly signed and stamped by authorized person of Bidder/Supplier.
- 7. Sealed Bids should be either dropped in the Tender Box placed at Commission's Reception or sent by registered post at the address of Commission so as to reach on or before by 1500 Hrs on **29.07.2022**. Late tenders will not be considered. No

responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or E-mail will not be considered.

8. Bidders are advised to visit the O/o DERC to assess the required work and familiarize themselves with the local conditions and the work involved. The Bidders may, accordingly, quote their rates for the required work.
9. **Specifications**: Comprehensive Annual Maintenance Contract for ACs shall strictly be as per Terms & Condition Statement in Annexure 4 and BOQ stated in Financial Bid – Annexure 5.
10. **Time and date for opening of Bids**: The Bids will be opened on **29.07.2022 at 1600 Hrs.** If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by DERC. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids. This event will not be postponed due to non-presence of representative of the Bidder.
11. **Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction, unsigned Bids shall be summarily rejected and may lead to forfeiture of EMD. Conditional/part tenders will also be rejected.
12. **Validity of Bids**: The prices quoted in the Bids shall remain valid for **90 days** from the last date of submission of the Bids.
13. **Bid Tender Amount, Taxes and Duties**. The Bidder shall quote separately, the CAMC services year wise and applicable taxes and duties. The evaluation of the Financial Bids will be based on the total price + Taxes. The CAMC shall be firm and final. No escalation whatsoever shall be payable on the price. The applicable taxes and duties shall be paid as per actual.
14. **Contract Agreement**: The successful Bidder shall sign an agreement within 10 working days of issuance of Work Order by the Commission and also simultaneously furnish a "*Performance Bank Guarantee*" of 10% (Ten percent) of the Contract value in form of Demand Draft/Bank Guarantee/Fixed Deposit Receipt in favour of the "*Secretary, Delhi Electricity Regulatory Commission*", to be valid upto a period of 39 months from the date of award. In case, the successful Bidder fails to furnish the desired "*Performance Bank Guarantee*" within stipulated time period, the Commission reserves the right to terminate the Contract and forfeit the EMD. If the contract period is more than 3 years, the contract or should extend to PBG accordingly.



15. **Terms of Work Order:**

The CAMC will be valid for three years from the date of acceptance of award, which may be extended further for two years on the same terms & conditions based on the performance and mutual agreement.

16. **Liquidated Damages:** The works of Comprehensive AMC for ductable and inverter cassette air-conditioners for DERC Building is for 3 years CAMC value to decide the value of the Order for determining the liquidated damages. The Contractor shall be liable to pay liquidated damages as compensation for an amount equal to 0.25 % of the contract price of the whole work for every day's delay but not exceeding 10% on the total value of the order.

17. **Evaluation Criteria:** The bidder should quote price as per the details provided at Financial Bid. The quantity multiplied by rate shall be verified and in case of any arithmetical error, the rate quoted shall be taken for evaluation. The lowest evaluated price of the bidder shall be selected for the award of the Contract.

18. **Payment terms:**

(a) AMC payment will be made on quarterly basis after successful completion of each quarter of services.

(b) The invoice shall be raised in favor of "Secretary, Delhi Electricity Regulatory Commission".

(c) Payment will be released through RTGS/NEFT/IMPS in the name of Contractor after deduction of applicable taxes.

19. **Price Variation:** Firm price contract no escalation shall be allowed.

**Termination of the Contract.** The Commission shall have the right to terminate this Contract in part or in full in any of the following cases, if: -

(a) The work is delayed for more than 15 days beyond the scheduled date indicated in the Work Order, for reasons attributable to the Contractor.

(b) The Contractor is declared bankrupt or becomes insolvent.

(c) For any other reasons which is in the opinion of Commission warrants cancellation of contract award.

20. **Quantity Variation:** The no. of AC stated at Annexure 5 is as per the available qty. in DERC. In case any decrease or increase in qty. of AC, the payment will be made on actual basis.

21. In case the successful Bidder fails to fulfill its obligations upto CAMC period, the Commission would be entitled to forfeit the Performance Bank Guarantee furnished by them.
22. **Insurance:** The Bidder should take appropriate insurance cover, as per the requirement of the work.
23. **Indemnity Bond:** The successful Bidder shall submit an indemnity bond, indemnifying DERC from the following, on a stamp paper of Rs.100/- duly signed by the authorized signatory within 10 working days from the date of work order, and before commencement of work at site:
- (a) Any third party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards & other accidents including death of any person/s or dispute and /or damages occurring, or arising out of any mishaps at site due to his/his employee/representative fault or negligence.
- (b) All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Contractor as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Contractor or the Contractor committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
- (c) Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.
24. Electricity & Water for CAMC shall be provided by Commission free of cost. However, Commission does not guarantee the continuity of supply and no compensation whatsoever shall be allowed on this account.
25. The work shall be carried out by the Contractor in a manner complying in all respect with the requirement of relevant bye-laws/orders of the Local/Municipal bodies and pay all fees and charges which may be leviable at his own cost. Wherever local bye-laws require engagement of licensed Plumbers/Electrical inspectors or any other specialized persons, the Contractor shall engage them at his own cost. The completion certificates, wherever applicable, to meet the statutory obligations, shall be arranged by the Contractor.
26. The Contractor shall provide, at his own cost, all materials, plants, tools, equipments, appliances, implements, Ladder, cordages, tackle, scaffolding and temporary works, required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or not, or which may be necessary for the purpose of satisfying or complying with the

requirements of the DERC as to any matter under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The Contractor shall deploy without charge the requisite personnel with means and materials, necessary for the purpose of setting out the works, counting, weighting, and assisting in measurements or examination of the work from time to time.

27. The quantities shown against the various items of works are approximate. Any increase or decrease in the quantities shall be extended by the contract for completing its work and payment will be made as per actual number of ACs maintained.
28. The sealed proposal should be submitted to the following address:-

**The Secretary,**

Delhi Electricity Regulatory Commission,  
Viniyamak Bhawan, C-Block, Shivalik,  
Malviya Nagar, New Delhi-110017.  
Ph. No.: 011-26673608, 41080417

29. DERC reserves the right to accept or reject any/all proposals without assigning any reason or incurring any liability whatsoever.

(Nalini Dubey)  
Personnel Officer

**Annexure-3****TECHNICAL BID**  
**(In the letter head of Bidder)**

1.	Full name of the Agency	
2.	Complete Address	
3.	Name of Proprietor / Partners / Directors	
4.	Contact Number	Office: Residence:
5.	Commercial Registration Number (enclose proof)	
6.	PAN Number, (attach copy of PAN Card)	
7.	GST Number (enclose a copy)	
8.	Turn Over of last 3 financial years i.e., FY 2019-20, FY 2020-21 & FY 2021-22 (enclose CA certificates) or copy of audited balance sheet, P&L Accounts for last 03 years duly signed by Auditor	
9.	Bank Account Details	
10.	Electrical license of appropriate voltage valid till date issued by Delhi State (enclose copy)	
11.	EPF & ESI registration (enclose proof)	

**Declaration:**

I/We hereby declare the I/We have read & understood all the terms & conditions mentioned in the Tender inviting letter and I/We undertake myself/ourselves to abide by them. I/We further, declare that all the information given above is true.

I further declare that my/our Firm has never been blacklisted / debarred by any department of Central / State Government/ PSU in last 5years.

***Enclosures with Technical Bid:***

- a) A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the Bid has the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity.

- b) A document showing OEM status of the Bidder, or their authorized dealer or any other certificate to fulfil the qualification.
- c) A document showing the financial turnover of the Bidder during last 3 years, certified by the CA or copy of the last 3 years audited balance sheet, profit & loss accounts duly signed by Auditor.
- d) Completion certificates of works. The completion certificate should be signed and stamped by the authorized person of the companies.
- e) Goods and Service Tax (GST) registration letter.
- f) Copy of PAN card of the Bidder.
- g) EPF registration letter/self-declaration regarding its non-applicability.
- h) ESI registration letter/self-declaration regarding its non-applicability.
- i) Valid Electrical License of appropriate voltage issued by Delhi State

(Signature of Bidder)

Name:

Designation:

Place:

Date:

**Annexure-4****Terms & Conditions of CAMC**

- (a) The CAMC will be valid for three years from the date of acceptance of award, which may be extended for two more years based on the performance and mutual agreement.
- (b) This is comprehensive maintenance of contract on AS IS WHERE IS BASIS Bidder is advised to visit the site to take notice of the defects, which he is supposed to rectify with in fifteen days of award of work. He should quote rates accordingly in the tender.
- (c) The Firm shall take over all ACs for CAMC on as is where is installed basis. Before commencement of CAMC, the Firm shall inspect and satisfy itself of working condition of all equipment's covered under the CAMC. A report in this regard shall be submitted to the Commission. Before start of maintenance contract, a joint inventory having complete details i.e makes, Number of machines, date of installation and working conditions of unit etc. shall be prepared.
- (d) Maintenance contract of AC unit will start from the date of making all AC units in working condition, and signing of the joint inventory.
- (e) The material / spares shall be got approved from the officer-in-charge before replacement and dismantled material shall be the property of the contractor.
- (f) The firm shall be well experienced in the field of repairing of AC units and related equipment's and shall deploy experienced and qualified manpower for repairs.
- (g) Contractor shall have to inform the names of the persons who will visit the site i.e. for attending AC repair the proof for the same shall have to produce on demand.
- (h) If the contractor's employee and workers work beyond the working hours, the permissible OTA if any, shall be borne by the contractor and nothing extra shall be paid by the Commission on this account.
- (i) During currency of CAMC, the Firm shall attend to all faults, breakdowns, malfunctions of ACs, within three hours of being informed, either verbally or written, on its own cost and should be completed within 24 hours or alternative arrangement shall be made if it exceeds 24 hours. All emergency calls shall be attended to immediately at no cost to Commission. The firm must have 24 hours Mobile/Telephone contact facility.
- (j) During the currency of the CAMC, all parts, spares, consumables including temperature control/on-off switch of package type ACs etc. shall be repaired /

replaced by the Firm, at its own cost and the Commission shall not bear any cost on this count including that of transportation / cartridge of equipment / parts.

(k) All replacements of spare including the Compressor shall be of same make / model / quality, as installed in ACs with warranty or guarantee of one-year period.

(l) During currency of CAMC, the Commission shall pay charges, as agreed in the AMC. No other expenditure, whatsoever, shall devolve or borne by the Commission for repair and maintenance of the ACs during the currency of the CAMC.

(m) The payment on account of CAMC shall proportionately be reduced / altered on decrease or increase in the number of ACs.

(n) During the currency of the CAMC, the Firm shall, on the 1st and 15th day of each month, depute a qualified and experienced Engineer, who shall attend to all the equipment covered under CAMC in the DERC for routine checkup and preventive maintenance so as to ensure proper functioning of all the machines. In the event of 1st and 15th being holiday, the said activity shall be carried out on the next working day.

(o) The Commission may consider quotations either individually item wise or in group.

(p) During the currency of the CAMC, the Firm shall undertake detailed check maintenance work of all ACs on regular intervals, as per requirement and at least Four times in a year.

**(q) Scope: The scope of work includes the following:**

- i) All spares, Refrigerant Gases and consumable items required for maintenance of air conditioning system are included in the contract and shall be supplied & installed by the firm free of cost.
- ii) When compressor needs replacement the same should be got done through the original manufacturer and necessary documents of proof of replacement should be submitted to the Commission. All work for replacement of compressor i.e. supply of compressor vaccumization, pressure testing, and leak testing refilling of refrigerant is included in this contract.
- iii) Providing necessary manpower (skilled, semi-skilled and unskilled) as required for the above activities is included in the contract.
- iv) The contractor shall arrange all Tool & Plant items required during maintenance and nothing extra shall be paid on this account.
- v) All consumable material i.e. kerosene, detergents, cloth, oil grease etc. shall be provided by the contractor free of cost.

vi) Contractor shall provide the furniture, torch, first aid box, Gloves, cleaning material, testing equipment to their maintenance staff and an inventory of the same shall be maintained.

vii) The detailed regular check-up and maintenance shall include the following works:

<b>Check up</b>	<b>Maintenance/Repair/Replacement</b>
<ul style="list-style-type: none"> <li>i. Checking of all Motors including fan motors</li> <li>ii. Checking of earthing</li> <li>iii. Checking of main-electric connection</li> <li>iv. Cleaning of blower and condenser</li> <li>v. Cleaning of air filters</li> <li>vi. Cleaning of evaporators and condenser coils</li> <li>vii. Tightening of nuts and bolts</li> <li>viii. Greasing and oiling of all motors</li> <li>ix. Check cooling effect of machines</li> <li>x. Cleaning of ducts</li> <li>xi. Checking air temperature and air flow at the following location (Dry Bulb &amp; Wet Bulb Temp.):</li> <li>xii. Supply air grill</li> <li>xiii. Return air grill</li> <li>xiv. Inlet air condenser</li> <li>xv. Outlet air from the condenser</li> <li>xvi. Checking of pipe between compressor and blower</li> <li>xvii. Checking of other related parts of the machines</li> <li>xviii. Cleaning and washing of machines</li> <li>xix. Any other cleaning / checking work which is not specifically mentioned but is part of AC / DWC system</li> </ul>	<p data-bbox="815 472 1551 506"><b>Service of:</b></p> <ul style="list-style-type: none"> <li>i. fan and other motors including its rewinding</li> <li>ii. faulty compressor</li> <li>iii. selector switches, starting capacitors and starting relays</li> <li>iv. Refilling / topping up of gas as per requirement</li> <li>v. Repair / replacement of pipe between compressor and blower</li> <li>vi. Ducts.</li> <li>vii. Thermostat, remote control, drive motor</li> <li>viii. Temperature control/on-off switch of package type ACs.</li> <li>ix. Parts which is not specifically mentioned but is part of AC / DWC system.</li> </ul>

(r) The Firm shall maintain a Log Book, in a form devised by Commission and enter thereon the details of every visit viz. the purpose, repair and maintenance work undertaken. The Log Book shall be signed by the Engineer of the Firm and counter signed by the officer designated for the purpose by the Commission. The Log Book shall be in the custody of Commission.



**Annexure-5****FINANCIAL BID**  
**(On the letter head of Bidder)****Tender for the Comprehensive Annual Maintenance contract for ductable and inverter cassette air-conditioners for DERC Building.**

To

The Secretary,  
DERC, New Delhi.

Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish applicable Performance Bank Guarantee for obtaining the Work Order.
- 8
3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or has been blacklisted / debarred by any department of Central / State Government/ PSUs/ Private Sector Organisations in last 5years, nor any criminal case registered against them / the firm. I/We further undertake to report to Secretary DERC, New Delhi immediately if any such action is taken in future against the Firm / Proprietor / Partners / Directors.
4. **Financial Bid** - For Yearly Comprehensive Annual Maintenance Contract for ductable and inverter cassette air conditioners, lowest rates are as follows: -

**Schedule – I**

S.No.	Description	Qty. (Nos.)	Make	Year of Purchase	Annual Rate per unit (Rs.)	Amount (Rs.)
i.	8.5TR (nominal capacity) ductable AC unit	03	LG	2018		
ii.	5.5TR (nominal capacity) ductable AC unit	02	LG	2018		
iii.	2.0TR (nominal capacity) Inverter Cassette AC unit	05	LG	2018		

iv.	1.5TR (nominal capacity) Inverter Cassette AC unit	06	LG	2018		
	<b>GST</b>					
	<b>Grand Total of Yearly CAMC Charges</b>					

(Signature of Bidder)

Name  
Designation

Place:

Date:

Signature of Authorized signatory
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**Annexure-6****BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamp Act)

Ref ..... Bank Guarantee No.....

Date.....

To

Delhi Electricity Regulatory Commission  
 Viniyamak Bhavan,  
 C Block, Shivalik,  
 Malviya Nagar,  
 New Delhi – 110017

Dear Sir,

In consideration of the DERC (hereinafter referred to as the 'Commission', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ (Firm Name) with its Registered/Head Office at \_\_\_\_\_ (hereinafter referred to as the Firm, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Commission's Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Firm, resulting into a Contract valued at Rs. \_\_\_\_\_ for \_\_\_\_\_ (Scope of Contract) \_\_\_\_\_ and the firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (ten percent) of the said value of the Contract to the Commission.

We \_\_\_\_\_ (Name & Address of the Bank), having its Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Commission, on demand any and all monies payable by the Firm to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ @\_(days/month/year) \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Firm. Any such demand made by the Commission on the Bank shall be conclusive and binding notwithstanding any difference between the Commission and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Commission and further agrees that the guarantee herein contained shall continue to be enforceable till the Commission discharges this guarantee.

The Commission shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Firm. The Commission shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Commission and the Consultant or any other course or remedy or security available to the Commission. The Bank shall not be relieved of its obligations under these presents by any exercise by the Commission of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Commission or any other indulgence shown by the Commission or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Commission at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Commission may have in relation to the Firm's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_\* \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s \_\_\_\_\_ (Firm Name) on whose behalf this guarantee has been given.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_ at \_\_\_\_\_

Witness:

(Signature)

(Name)

(Official address)

(Attorney as per Power of Attorney No. \_\_\_\_\_ Dated \_\_\_\_\_)

(Signature)

(Name)

(Designation with Bank stamp)

NOTE: 1. \* This sum shall be ten percent (10%) of the Contract Price.

@ The date will be 9 months from the date of award of assignment.

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG is issued or NCT of Delhi, whichever is higher.