



BIDDING DOCUMENTS

For

Purchase of Air Conditioners and Power Generators

Procurement Ref No:	ADG/EMA/5-17
Last Date/Time for Submission:	12-04-2022 at 12:00 Noon
Bid Opening Date/Time:	12-04-2022 at 02:00 PM

KHYBER PAKHTUNKHWA EDUCATION MONITORING AUTHORITY

House No.7A, Near Army Check Post, Shami Road, Peshawar

Phone: 091-9223128, Fax: 091-9223127, Website: www.kpimu.gov.pk

Invitation for Bids

Date: 22-03-2022

IFB No. ADG/EMA/5-17

1. The **Khyber Pakhtunkhwa Education Monitoring Authority** has received an allocation from the Public Fund in Pak rupees towards the cost of Procurement of Air Conditioners and Power Generators. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Procurement of Air Conditioners and Power Generators for KPEMA -2021-22.
2. The **Khyber Pakhtunkhwa Education Monitoring Authority** now invites sealed bids from eligible bidders for the supply of Air Conditioners (Split type 1.5 ton DC-Invertor) and Power Generators (3.5 KVA) according to the advertised criteria and specifications.
3. Interested eligible bidders may download and inspect the bidding documents from the following websites:
<http://www.kpimu.gov.pk>
<http://www.kppra.gov.pk>
4. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made there under which also conform to the requirements of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan*.
5. Bids must be delivered to the above office on or before 12:00 Noon on 12-04-2022 and must be accompanied by a security/earnest money of 5% in the form of CDR.
6. Bids will be opened in the presence of bidders' representatives who choose to attend at 02:00 PM on 12-04-2022 at the office of Khyber Pakhtunkhwa Education Monitoring Authority, House 7A, Shami Road, Peshawar.
7. The bidders are requested to give their best and final prices as no negotiations are expected.

(Jamshed Khan)

**Director and Chairman Procurement Committee
Khyber Pakhtunkhwa Education Monitoring Authority
House 7A, Shami Road, Peshawar**

Khyber Pakhtunkhwa Education Monitoring Authority
House 7A, Shami Road, Peshawar

INSTRUCTION TO BIDDERS

Date: 22-03-2022

- A. The bidder/proponent must submit the proposals in sealed envelopes and as per specified procurement method (single stage two envelopes).
- B. The proposals shall be clearly marked on the outer side and “Technical Proposal” and “Financial Proposal”.
- C. The proposal shall be typed/printed in font “Times New Roman” with font size “12” and single spacing and shall be in English language. Any part or full proposal in hand writing (either technical or financial) shall be rejected.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The names, addresses and contact details of the addressees and the addressors should be clearly mentioned on the envelopes.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate.
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- J. The bidder shall specify validity of the submitted bid in days. The procuring entity may, under exceptional circumstances, request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- K. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- L. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- M. The proposals should be in accordance with specifications as approved and advertised by the Procurement entity.
- N. Response time: All bidders shall submit proposals as per these instructions on or before 12:00 Noon on 12-04-2022 at Khyber Pakhtunkhwa Education Monitoring Authority, Head Office, House 7A, Shami Road, Peshawar, which will be opened two hours after the deadline. No proposal in any case shall be accepted after the deadline.
- O. The bidder shall submit an affidavit that it has never been blacklisted.

- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security/earnest money with procuring entity equal to 5% of the total value of the contract along with the bid in the sealed envelope containing Technical and Financial proposals. The bid security/earnest money so deposited shall be returned to the depositor as per relevant rules/policy.
- R. The procuring entity may reject one or all such proposals, which are vague or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. The bidder shall submit a performance bank guarantee equal to 10% of the total contract value within 7 days of acceptance of bid, which will be retained by the procuring entity till the completion of the warranty period of the quoted items. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract. The stamp paper shall be provided by the successful bidder.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).
- W. The required documents/proofs must be in order and duly annexed/flagged as follows:-

S. No.	Annex	Certificate/Proof
1.	Annex-I	Sealed envelope containing earnest money equal to 5% (refundable) of the total quoted amount in the form of CDR from any scheduled Commercial Bank in the name of Director General, Khyber Pakhtunkhwa Education Monitoring Authority
2.	Annex-II	FBR Certificate i.e. active NTN and active STRN.
3.	Annex-III	OEM / Authorized Dealership Certificate.
4.	Annex-IV	Performance Certificates from any Govt. organizations of minimum 5 years past experience in the relevant field.
5.	Annex-V	Proof of customer service office / franchise in District Peshawar.
6.	Annex-VI	Affidavit on stamp paper for declaration of "Not Blacklisted".
7.	Annex-VII	Any other document

Bid Form and Price Schedules

Date: _____
IFB No: _____

To

Director
Khyber Pakhtunkhwa Education Monitoring Authority
House 7A, Shami Road, Peshawar

Dear Sir,

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a scheduled bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency, and will submit it within 7 working days of the bid acceptance.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under relevant Clause of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder_____ IFB Number_____ Page of_____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required ³

Signature of Bidder_____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

GENERAL TERMS AND CONDITIONS

S #	Description/ Specification	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.						
2.						

1. Following are the details regarding request for quotation for Procurement of Air Conditioners and Power Generators for KPEMA.

Matrix to be filled by the bidder as per the instructions laid down here.

2. General Terms and Conditions

- i. The above details shall be submitted in a sealed envelope.
- ii. The Supplier must be registered with the Sales Tax authorities.
- iii. Warranty of Goods shall be provided along with quote and the warranty period shall be as approved and advertised by the procurement entity.
- iv. The quote must remain valid for more than 30 days from date of bid opening.
- v. All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will consider the quoted amount inclusive of all applicable taxes.
- vi. The “quote” must include the installation charges.
- vii. The request for quotation is non-transferable.
- viii. Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason, whatsoever, will be considered.
- ix. The quote must accompany a bid security valuing 5% of the total quoted price.
- x. NTN certificate shall be enclosed.
- xi. Each supplier can only submit one offer / quote for each lot i.e. Air Conditioners (Lot-1) and Power Generators (Lot-2)
- xii. The quotation must carry the authorized signatures of the representative of the supplier.
- xiii. Khyber Pakhtunkhwa Education Monitoring Authority has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.

Yours truly

Jamshed Khan
Director
Khyber Pakhtunkhwa
Education Monitoring
Authority

Khyber Pakhtunkhwa Education Monitoring Authority
House 7A, Shami Road, Peshawar

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

All communications and documentations related to procurements shall be in English.

B. BID SECURITY DEPOSIT

The Supplier/Vendor/bidder shall deposit with the Procuring Entity a sum equal to 5% of the total value of the goods detailed in the said Schedule at 'C'.

C. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall deliver the items free of cost at places detailed in the said Schedule. The list and Quantities of the goods/items detailed herein and the goods shall be delivered out not later than the dates specified.

The successful bidder shall communicate the date of delivery of items to Assistant Director (General) through letter/telephone or in person, to ensure the availability of concerned official. In case Assistant Director (General) is not available, Admin Assistant (General) or Store Keeper shall be communicated.

The Supplier/Vendor/bidder shall depute their labor/personnel and technical staff for safe delivery and installation of the goods/items as required by the procuring entity.

(i) Delivery Schedule

S#	Item / Deliverable	Quantity	Date of Delivery	Place of Delivery
1	Air Conditioners	16	within 15 days of receiving the purchase order	House 7A, Shami Road Peshawar
2	Power Generators	6		

D. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

E. INSPECTION OF GOODS/ITEMS

The goods shall be inspected by the inspecting committee of the Procuring entity for quality and quantity at the agreed location before or after the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims

within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

F. PACKAGING

All goods/items should be packed suitably in appropriate boxes/containers in such a manner that these are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

All goods/items should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. PERFORMANCE BANK GUARANTEE

Successful bidders shall furnish a Performance Bank Guarantee of 10% of value of Tender price on the proforma prescribed, provided that the guarantee is issued by any of the approved Banks within 7 working days of acceptance of bid. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned upon the request of successful bidder after expiry of warranty period as well as satisfactory performance.

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

H. FORFEITURE OF PERFORMANCE BANK GUARANTEE

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Contract/Purchase Order or commits any breach of the Contract / Purchase Order.

I. PAYMENT CLAUSE

Payment shall be made on production of the following documents:-

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that goods/items supplied is in accordance with the contract. The invoice must show the Purchase Order No. and Delivery Challan No. with date and price/rate of each item.
- b. Good/Items delivery challan (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990.
- e. Valid Income Tax Exemption Certificate, if applicable (otherwise, Income Tax at current applicable rates shall be deducted from the invoice).
- f. Active National Tax Number.
- g. Active Sales Tax Registration Number.
- h. Bank Account Number and Branch.

J. STATEMENT OF REQUIREMENT WITH SPECIFICATIONS

LOT #	Items	Qty	Specifications
LOT-1	Air Conditioners	16	<ul style="list-style-type: none"> ▪ 1.5 Ton ▪ Latest Powerful Generation 10 Inverter ▪ Energy Efficient Class A+ (Up to 60% Electricity Saving) ▪ Low Voltage Startup 140V ▪ Ultra low Frequency Torque Control ▪ State-of-the-art High Speed DSP Chip ▪ Precise Temperature Control ▪ Fast Cooling & Heating ▪ Hidden LED Display ▪ Fire Proof PCB ▪ Intelligent Defrost ▪ Power Factor Correction ▪ Technology Up to 99% ▪ Turbo Mode ▪ Sleep Mode ▪ Timer ▪ Auto Restart ▪ X-Fan ▪ Up-Down and Left-Right Air Swing ▪ WiFi Control System <p>Warranty:</p> <ul style="list-style-type: none"> ▪ Free compressor replacement for 5 years ▪ Free parts replacement and after sale service for 3 years
LOT-2	Electricity Power Generators	06	<ul style="list-style-type: none"> ▪ Minimum rated power output 3.5 KVA or higher ▪ Single phase ▪ Automatic voltage regulator (AVR) ▪ Copper Winding ▪ Minimum two output sockets ▪ Shock proof / leakage protection ▪ Self-start / Key-start with maintenance free battery ▪ Fuel Tank Capacity 10 liters or more ▪ Petrol/Gasoline and CNG Gas ▪ CNG kit installed ▪ Four wheels or Two wheels and two lifting handles <p>Warranty:</p> <ul style="list-style-type: none"> ▪ Free parts replacement and after sale service for one year

K. EVALUATION CRITERIA FOR PROCUREMENT

(i) Technical Marks Criteria:

S#	Parameters	Sub-Parameters	Marks
1	Specifications		40
		Fully compliance with the required specifications as per statement of Requirement (Up to a maximum of three minor deviations may be accommodated subject to the condition that main function and performance of the equipment in any aspect would not be adversely affected, however, four marks will be deducted for each deviation, maximum 12 marks).	40
2	Legal Requirements		10
		Active Sales Tax Registration Certificate	Mandatory
		Active NTN Registration Certificate	Mandatory
		Manufacturing / Authorized Dealership / Partnership deed with Manufacturer	Mandatory
		Khyber Pakhtunkhwa Professional Tax Certificate	Mandatory
		Registration/Incorporation/Business Certificate	Mandatory
		Affidavit on judicial stamp paper to the effect that the respective bidder is not blacklisted.	Mandatory
		Warranty Period Certificate as per specification advertised from the date of successful installation.	Mandatory
3	Relevant Experience		10
		Minimum 5 years relevant experience and Satisfactory Performance Reports form Govt. Organizations / Departments for the quoted equipment.	5
		Above 5 years	1 for each year up to 5 max.
5	Networking & Uptime		10
		Availability of franchise/workshop in District Peshawar	Mandatory
		Certificate to the affect that the firm will provide 24/7 support and 95% uptime	10
Total Marks			70
Qualifying Marks (70%)			49

Note: Bidder obtaining below 70% (i.e. 49) marks in technical evaluation shall be automatically disqualified and its financial bid will be returned un-opened.

(ii) Financial Marks Criteria:

The bidders achieving a minimum of 70% marks in the technical evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publically and will be announced by the procuring entity. The financial bids of technically disqualified bidders will be returned un-opened to the respective bidders. Merit Point system/Total scoring criteria on the basis of 70:30 will be used and contract will be awarded to best evaluated bid.

Note:

The procuring entity / inspection committee reserve the rights to visit the bidder's premises/warehouse or ask for demonstration of the quoted products/items by the team of experts to verify the information/details mentioned by the bidders, if deemed necessary.

CRITERIA	MARKS
Technical Marks	70
Financial Marks	30

Example:

Financial Marks will be calculated as follow:-

Value quoted by lowest bidder = A

Value quoted by 2nd lowest bidder = B

Value quoted by 3rd lowest bidder = C

Financial score of the lowest bidder = 30

Financial score of 2nd lowest bidder = $(A / B) \times 30$

Financial score of the 3rd lowest bidder = $(A / C) \times 30$

And so on

Tender will be awarded to the responsive bidder with maximum accumulative points
(Technical + Financial score)

L. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the contract. The focal person shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers.

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee he may take recourse to the KPPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will be final and binding on both the parties.

M. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

N. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider sub-letting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled to cancel the Contract and to purchase the goods elsewhere on the supplier's account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

O. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer, servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases of cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final.

and conclusive.

P. TERMINATION OF CONTRACT

The Agreement shall terminate when, pursuant to the provisions hereof, the delivery of goods/items have been completed, full and final payment has been made and the performance guarantee has been returned.

Q. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

R. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

S. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

T. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail.

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY
(to be furnished on non-judicial stamp paper of appropriate value)

The Director
Khyber Pakhtunkhwa Education Monitoring Authority
Peshawar

1. M/s _____
(hereinafter called the supplier) are submitting their offer against your tender for supply/delivery of Air Conditioners and Power Generators due on ____ and have requested us to issue a bank guarantee for _____ in your favor as bid security to ensure their compliance with conditions of the tender.
2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.
3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.
4. This guarantee is valid up to three months from date of opening of tender. In case the said bidder is awarded a contract for supply of the said goods as per tender quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.
5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you
6. Our liability hereunder is limited to NAME OF THE BANK WITH ADDRESS

AUTHORISED OFFICER OF THE BANK WITH STAMP