ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

VIDYUT SOUDHA:: VIJAYAWADA

NOTICE INVITING TENDER No.510000307

Single Part Bid

For

Dr.MVR RTPP - Procurement of steel material required for Dr. MVR RTPP for the year 2026-27.

BIDDING DOCUMENTS

INSTRUCTIONS TO BIDDERS, CONDITIONS,
GENERAL REQUIREMENTS,
TECHNICAL SPECIFICATIONS AND SCHEDULES.

CHIEF ENGINEER/ CIVIL/HYDEL, GS, C&I, APGENCO,

4th Floor, Vidyut Soudha, Gunadala,

VIJAYAWADA - 520 004.

CONTENTS OF THE SPECIFICATION

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ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Office of the
CHIEF ENGINEER/ Civil,
Hydel,GS,C&I,APGENCO,
Vidyut Soudha,Gunadala,
Vijayawada - 520 004.

Notice Inviting Tender No.510000307

<table>
<tr><td>1</td><td>Department Name</td><td>APGENCO</td></tr>
<tr><td>2</td><td>Circle/Division Name</td><td>Superintending Engineer/ Civil, Hydel-2 & General Services, APGENCO, Vidyut Soudha, Vijayawada.</td></tr>
<tr><td>3</td><td>Subject</td><td>Dr.MVR RTPP - Procurement of steel material required for Dr. MVR RTPP for the year 2026-27.</td></tr>
<tr><td>4</td><td>Period of Contract</td><td>3 months</td></tr>
<tr><td>5</td><td>Tender Type</td><td>Open, Single packet type</td></tr>
<tr><td>6</td><td>Tender Category</td><td>Products</td></tr>
<tr><td>7</td><td>Estimated value of material</td><td>Rs. 5,87,09,679/- (Excluding GST)</td></tr>
<tr><td>8</td><td>Transaction Fee</td><td>Nil</td></tr>
<tr><td>9</td><td>Bid Security (EMD)</td><td>EMD shall be in the form of DD from Nationalised / Scheduled banks for the following value.
<table>
<tr><th>Sl.No</th><th>Quoted Value</th><th>% & Amount</th></tr>
<tr><td>1</td><td>For Quoted Value up to and including Rs.100 Lakhs.</td><td>0.5% of the Quoted Value + 18% GST in the form of Demand Draft only.</td></tr>
<tr><td>2</td><td>For Quoted Value above Rs.100 Lakhs.</td><td>Rs.1,00,000/- in the shape of DD and 2% of the Quoted value +18% GST as DD/ Bank Guarantee/Insurance Surety Bond.</td></tr>
</table>
The PEMD holders having Rs 5 lakhs deposit with APGENCO shall submit Rs.1,00,000 in the shape of DD/BC/Pay Order and 2% of the Estimated value over and above the amount of PEMD in the shape of BG/DD/BC/Pay Order/ISB. In addition with the same they have to upload copy of the PEMD approval letter issued by APGENCO.

SSI/MSME units registered with NSIC and with NIC code 46620 or 24105 and certified with EMD exemption in their registration are exempted from paying EMD. The bidders who claim exemption of EMD under this head shall upload relevant certificates along with their bid.

<u>Note:</u> Insurance Surety Bond, if opted by the bidder as EMD, shall be issued as per the IRDAI guidelines, as applicable, failing which the bid is liable for rejection.

<u>M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited are exempted from paying EMD.</u></td></tr>
<tr><td>10</td><td>Bid Security Payable to</td><td>Pay Officer, APGENCO, Vidyut Soudha, Vijayawada, payable at Vijayawada.</td></tr>
<tr><td>11</td><td>Bid Submission</td><td>Online.</td></tr>
</table>

		M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited can submit their bids online or offline at their option). The online and offline bids will be opened simultaneously.
12	Bid Validity	**4 (Four) months** from the date of **opening of bid**.
13	Pre-bid Meeting	Not Applicable
14	Schedule Available Date & Time	**29.07.2026, 18.00 hrs onwards**
15	Bid Submission closing Date & time	**19.08.2026, 15.00 hrs**
16	Price Bid Opening Date & Time	**19.08.2026, 15.15 hrs**
17	Bid Price: Fixed/ Firm Price:	The bidder shall quote **FIXED/FIRM price including** basic price, levies & duties, etc., packing, loading, transit insurance, transportation, tolls, unloading & stacking at destination, all taxes except GST. **The rates quoted shall be excluding GST**. In the absence of specific exclusions in the submitted bid, the price is considered FOR Destination Stores including unloading and stacking.
18	Eligibility Criteria	The bidders should have supplied similar materials of value not less than 20% of the quoted value of material, for which the bidder is quoting their prices, during any one of the last five financial years to any Government, Government bodies or PSUs. **The copies of the purchase orders executed /experience certificates shall be furnished accordingly**. The above eligibility criteria is not applicable to **M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited**.
19	Place of Opening of Tenders	In the chambers of Superintending Engineer/ Civil, Hydel-2 & General Services, 4th floor, Vidyut Soudha, Gunadala, Vijayawada.
20	Officer Inviting Bids	Chief Engineer/ Civil, Hydel, GS, C&I, APGENCO, Vidyut Soudha, Vijayawada.
21	Contact Details	Superintending Engineer/Civil, Hydel-2 & General Services, 4th floor, Vidyut Soudha, Gunadala, Vijayawada - 520 004. Phone: 0866-2526839 / 456
22	Procedure for bid submission	a) The tender shall be in the prescribed forms which can be obtained from APGENCO e-procurement website from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enrol themselves on the APGENCO e-procurement website **https://etender.apgenco.gov.in/irj/portal** with details available therein**.** The bidders can download the enquiry free of cost. The bidder shall authenticate the bid with their digital certificate for submitting the bid electronically on APGENCO e-procurement website and the bids not authenticated by digital certificate of the bidder will not be accepted on the APGENCO e-procurement website following the G.O.Ms.No.6, I.T&C Department, Dt. 28.2.2005**.**

		b) Intending bidders can contact the Superintending Engineer/ Civil, Hydel-2 and General Services, APGENCO, Vidyut Soudha, Vijayawada for any clarification / information on any working day during working hours. c) The bidders who are desirous of participating in APGENCO e-procurement shall submit their bids in the standard formats prescribed in the tender documents, displayed at APGENCO e-procurement website. The bidders shall invariably upload the statement showing the list of documents etc., in the APGENCO e-procurement website in support of their credentials. M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited can submit their bids in their standard format meeting the requirements this NIT.
23	Documents to be submitted (Hard copies) to the Tender inviting authority	1. The department will carry out the tender evaluation solely based on the certificates/ documents / signed declarations uploaded on APGENCO e-procurement website. 2. The successful bidder, on intimation from APGENCO, shall submit the original hardcopies of all the uploaded certificates/ documents. 3. The successful bidder shall invariably furnish the original hardcopies of all the uploaded certificates/ documents to the Tender Inviting Authority, either personally or through courier or post within the stipulated date and time. APGENCO will not take any responsibility for any delay in receipt/ non-receipt of original certificates/ documents from the successful bidder before the stipulated date and time. On receipt of documents, the department will verify the genuineness of the certificates/ documents uploaded by the bidder in APGENCO e-Procurement website. 4. If any successful bidder fails to submit the original copies of uploaded certificates/ documents within stipulated date and time or if any variation is noticed between the uploaded documents and the original hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on APGENCO e-Procurement website for a period up to 3 years. The e-Procurement system would deactivate the user ID of such defaulting bidder based on the trigger/ recommendation by the Tender Inviting Authority. Besides this, the department shall invoke all processes of law including criminal prosecution against such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for procurement of the materials for emergency works. Other conditions as per tender document are applicable. 5. The bidder is requested to get acknowledgement from the Tender Inviting Authority as a proof of submission of hard copies to avoid any discrepancy. The bidder is liable to be disqualified, if found to have mislead or furnished false information in the forms/ statements / certificates submitted in proof of qualification requirements and record of performance such as abandoning of materials, not properly

		completing the earlier contracts, inordinately delayed supplies, litigation history, financial failures, participation in the previous tendering for the same materials and quoting unreasonably high/ low price, etc. 6. The bidders shall furnish their e-mail id, mobile phone number, contact address invariably. The correspondence made through e-mail or cell phone messages to their mobile phones is considered as equal to signed letters. **Note:** The bidder whoever is submitting the tender is deemed to have signed on all pages of the tender specification and they shall be abide by all conditions of the tender specification. **The bidder need not upload the signed tender copy.** **The bidder is deemed to have been agreed/consented for the following unless otherwise stated by them elsewhere:** 1) They are not a 'blacklisted firm' in any department during period of last three years for supply of subject materials. 2) They have not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and their registration had not been cancelled for a similar default in two consecutive years. 3) They have to agree to get disqualified themselves for any wrong declaration in respect of the above and get their tender summarily rejected. The soft copies uploaded by them shall be genuine. Any incorrectness / deviation noticed will be viewed seriously, apart from cancelling the order duly forfeiting the bid security, criminal action will be initiated including suspension of business with such bidders and/ or blacklisting.
24	Other relevant information	1) APGENCO reserves the right to reject any or all the tenders without assigning any reasons thereof. 2) APGENCO reserves the right to assess the bidder's capability to perform the supply of the subject materials, should the circumstances warrant such assessment in the overall interest of APGENCO. 3) Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable. Tenders invited through this e-procurement notice will not be received through any conventional mode such as by post, in person or courier for whatsoever reasons. 4) The bidders have to **upload scanned copies** of all the documents **in preferably JPEG** or PDF formats in Zipped folders. The bidder shall upload G.S.T registration Certificate, PAN Card and Latest I.T returns. 5) The copies of any documents to be uploaded by the bidders shall be duly signed by the bidder on each and every page before uploading, owning responsibility for their correctness / authenticity. 6) Responsibility for the correctness of the information

		submitted in the online bid lies with bidder. **If any information furnished in the bid is proved to be false at a later date, not only the bid will be rejected but also the bidder will be BLACKLISTED.** 7) Lowest bids will be compared item-wise and purchase order will be issued accordingly
25	Forfeiture of EMD/ its equivalent amount	After submitting their offer, if the bidders withdraw their offer in part or full or impose additional conditions having monetary effect or doesn't submit the hard copies of the scanned copies uploaded or the information submitted is incorrect, their EMD will be forfeited and in case EMD is not available with APGENCO, equivalent amount will be recovered from the deposits/ bills of the bidders currently under process or future bills. In addition to the above the NSIC/ SSI/ MSME will be addressed for taking action against the firm accordingly.

Sd/-xxx
CHIEF ENGINEER/ CIVIL
HYDEL, GS, C&I

TENDER FORM

To

The CHIEF ENGINEER/ CIVIL, HYDEL, GS, C&I,
Andhra Pradesh Power Generation Corporation Limited,
Vidyut Soudha, Gunadala,
Vijayawada – 520 004.

Sub: Dr.MVR RTPP - Procurement of steel material required for Dr. MVR RTPP for the year 2026-27.

** ** **

I/We, on behalf of _______, submit the enclosed tender in response to the NIT 510000307.

I/We do hereby declare the following:

i. Our firm is not a 'blacklisted firm' in any department during the period of last three years for subject materials.
ii. We agree to get disqualified ourselves for any wrong declaration in respect of the above and get our tender summarily rejected.
iii. The soft copies uploaded by us are genuine. Any incorrectness / deviation noticed can be viewed seriously and apart from cancelling the order duly forfeiting the bid security, criminal action can be initiated including suspension of business and/ or black listing.

Yours faithfully,

Signature of Authorised Signatory
with Office seal

Important Conditions / Guidelines to Bid

A. For online bid submission

The bidder shall upload their price bids/ quoted rates **on APGENCO e-procurement website** for "Dr.MVR RTPP - Procurement of steel material required for Dr. MVR RTPP for the year 2026-27" in the prescribed form which can be obtained from APGENCO e-procurement website from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enrol themselves on the APGENCO e-procurement website: **https://etender.apgenco.gov.in/irj/portal.** Those bidders who register themselves in the APGENCO e-procurement web site can download the enquiry free of cost. The bidder shall authenticate the bid with their digital certificate for submitting the bid electronically on APGENCO e-procurement website and the bids not authenticated by digital certificate of the bidder will not be accepted on the APGENCO e-procurement website following the G.O.Ms. No.6, I.T&C Department, dated. 28.02.2005.

The bidders need to register in APGENCO e-procurement website: **https://etender.apgenco.gov.in/irj/portal.** After registration, bidders can login and participate in bidding.

While uploading bids / tender documents, bidder may contact Ph. No. (+91) 0866-2526982, 0866-2526984, 0866-2526980, 0866-2526999 for any technical problems / difficulties.

B. For offline bid submission:

Only M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited can submit bids offline. The offline bids shall be in sealed covers superscribed with the NIT No 510000307 so as reach the tender inviting officer within the bid submission date and time as specified in this tender notice.

General Instructions to all bidders both online and offline

1) The bidder shall read and understand clearly the general instructions and terms and conditions of the tender document before uploading of documents and submission of the tender.

2) Those tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience and equipment will be considered.

3) The APGENCO e-procurement web site provides an online self-service registration facility to such manufacturers / suppliers who have already registered with APGENCO for supply of specified materials and services.

4) Intending bidders can contact the Superintending Engineer/ Civil, Hydel-2 & General Services, APGENCO, 4th floor, Vidyut Soudha, Gunadala, Vijayawada - 520004 for any clarification/ information on any working day during working hours.

5) The successful bidder, submitting their bid online, shall hand over the original hard copies of tender documents to the Superintending Engineer/ Civil, Hydel-2 and General Services, APGENCO, 4th floor, Vidyut Soudha, Vijayawada - 520 004 directly or through their authorised representative or registered post or courier service within stipulated time given to them before placing of the Purchase Order. The date and time of submission of original hard copies will be intimated after finalisation of the successful bidder through e-mail to the registered e-mail ID of bidder in APGENCO e-procurement website. The submission of the same within the stipulated date and time shall be the responsibility of the successful bidder.

6) If due date for opening of the tenders happens to be a public holiday, the opening of tenders will be done on the next working day at the same time specified originally for opening. APGENCO reserves the right to amend or modify the tender and its conditions before opening date and time, under intimation to the bidders.

7) Purchase of subject materials will be governed by the rules and provisions of APGENCO Purchase Management System Manual available on APGENCO web site **www.apgenco.gov.in.**

ANNEXURE - 01

SCHEDULE OF MATERIALS AND DETAILED SPECIFICATION

The Andhra Pradesh Power Generation Corporation Limited (APGENCO) at Vijayawada, A.P. is inviting tenders for “Dr.MVR RTPP - Procurement of steel material required for Dr. MVR RTPP for the year 2026-27” as given below in accordance with the terms, conditions and requirements set forth in this tender specification and bid documents.

Schedule of Materials

SNo	Material Code	Material Description	UOM	Req Qty
1	100053290	MS ANGLE,25 X25 X3 mm conforming to IS 2062: 2011; GradeE250A	MT	4
2	400002083	MS ANGLE, 35X35X3 mm conforming to IS 2062: 2011; Grade E250A.	MT	1
3	100125377	MS ANGLE 35X35X6 mm conforming to IS 2062: 2011; GradeE250A	MT	3
4	400000381	M.S. ANGLE, 50X50X6 mm conforming to IS 2062: 2012, Grade E250A	MT	35
5	400000194	M.S. ANGLE, 65X65X6 mm conforming to IS 2062: 2011; Grade E250A.	MT	15
6	400000246	M.S. ANGLE,75X75X6 mm conforming to IS 2062: 2011; Grade E250A.	MT	45
7	400000389	M.S. ANGLE, 200X200X20 mm, UNIT WEIGHT:59.96 KG/M, conforming to IS 2062: 2011, Grade E250A	MT	2
8	400000258	MS CHANNEL, 75X40 MM conforming to IS 2062: 2011, Grade E250A	MT	4
9	100006092	M.S. CHANNEL 100X50MM conforming to IS 2062: 2011, Grade E250A	MT	14
10	100052998	M.S. CHANNEL 125X65MM conforming to IS 2062: 2011, Grade E250A	MT	20
11	100052997	M.S. CHANNEL 150X75MM conforming to IS 2062: 2011, Grade E250A	MT	16
12	400001063	BEAM, ISMB 125X70MM conforming to IS 2062: 2011, Grade E250A	MT	2
13	400000474	R.S. JOISTS 150X75MM conforming to IS 2062: 2011, Grade E250A	MT	6
14	200018041	M.S FLAT 50 X12 MM conforming to IS 2062: 2011, Grade E250A	MT	4
15	100141874	CS PLATE, SIZE: 1250 X 2500 X 6 MM THICKNESS, conforming to IS 2062: 2011, Grade E300A (IS 1570 P2 SEC-1-C-20)	MT	3
16	400000904	PLATE, CU STEEL, 6MM conforming to IS 2062: 2011, Grade E250Cu	MT	9
17	400002286	MS PLATES, 6 MM X 1500MM X 6300 MM conforming to IS 2062: 2011, Grade E250BR	MT	40
18	400000519	MS PLATE 8MM CONFORMING TO IS 2062 conforming to IS 2062: 2011, Grade E250A	MT	8
19	400002288	MS PLATES, 10mm X 1500 MM X6300 MM conforming to IS 2062, Grade: E250BR	MT	20

20	400000064	MS PLATE 12mm x 2500mm x 12000 mm conforming to IS 2062:2011, Grade: E250BR.	MT	3
21	400000517	MS PLATE 16mm x2500mm x 12000 mm, Conforming to IS 2062, Grade E250BR.	MT	15
22	400000369	MS PLATE, 20mm x 5000mm x 12000 mm, conforming to IS 2062: 2011; Grade E250BR.	MT	20
23	400000068	MS PLATE, 25MM conforming to IS 2062: 2011; Grade E250A. (SS400).	MT	32
24	100158974	HARD PLATE, 10 mm x 1250mm x 5000mm Abrasion Resistant Steel Plate C max% 0.23 Mn max% 1.60 P max% 0.05 S max% 0.05 Si max% 0.50 Al max% 0.10 Cr max% 0.65 Nb+V+Ti max% 0.15 BHN Min 200	MT	10
25	400002306	HARD PLATE, 12 MM X 2500MM X12000MM. Abrasion Resistant Steel Plate C max% 0.23 Mn max% 1.60 P max% 0.05 S max% 0.05 Si max% 0.50 Al max% 0.10 Cr max% 0.65 Nb+V+Ti max% 0.15 BHN Min 200.	MT	40
26	400002307	HARD PLATE, 16 MM X 2500 MM X 12000 MM, Abrasion Resistant Steel Plate C max% 0.23 Mn max% 1.60 P max% 0.05 S max% 0.05 Si max% 0.50 Al max% 0.10 Cr max% 0.65 Nb+V+Ti max% 0.15 BHN Min 200.	MT	10
27	400002308	HARD PLATE, 20 MM X 2500 MM X 12000 MM Abrasion Resistant Steel Plate C max% 0.23 Mn max% 1.60 P max% 0.05 S max% 0.05 Si max% 0.50 Al max% 0.10 Cr max% 0.65 Nb+V+Ti max% 0.15 BHN Min 200.	MT	15
28	400002317	MS Chequered plate 6mm x 1250mm x 6300mm, conforming to IS 3502:2009, Grade E250A.	MT	50
29	400000504	MS CHEQURED PLATE 8MM CONFORMING TO IS 3502	MT	8
30	400000629	SS PLATE 6 MM GRADE 304 NO:1 FINISH PRIME QUALITY SS Plate 6mm x 1250mm x 6000mm, trimmed edges, conforming to IS 6911: 2017.	MT	17
31	400000906	SS PLATE 8 MM, Grade 304 Finish No.1 8mm x 1250mm x 6000mm, trimmed edges, conforming to IS 6911: 2017.	MT	28
32	400002323	SS PLATE 10 mm Grade IS 304 S1 Finish No.1 Stainless Steel Plate 10mm x 1250mm x 6000mm, trimmed edges,conforming to IS 6911: 2017.	MT	25
33	400000467	HR SHEET 3.15 mm conforming to IS 1079: 2017 Grade HR1; 3.15mm x 1250mm x 2500-3000mm, Trimmed edges, Treatment- pickled & oiled.	MT	80
34	400002441	HR COIL, 6 MM X 1250 MM x 100 Mtrs Lenght, conforming to IS 1079 :2017; Grade HR1, trimmed edges, Treatment - pickled & oiled.	MT	6

TECHNICAL INFORMATION:

Quality: The materials offered shall be in standard sizes and shall conform to the relevant IS Standards regarding the material properties, process of manufacture, dimension tolerances, finishes and quality parameters and as directed by the user department of APGENCO.

Test Certificate: Test certificates of steel materials shall be furnished as per relevant IS Standards to the consignee along with the material.

ANNEXURE - 02

CONDITIONS TO BE FOLLOWED BY BIDDERS

The conditions specified below shall be read carefully, as failure in compliance with any of these may render the offer liable for rejection. If bidders have any doubt about the meaning of any stipulation herein, General Purchase Conditions, specification of materials or any other enclosed document, they shall immediately obtain the clarification/ information in writing from the CHIEF ENGINEER/CIVIL, HYDEL, GS, C&I.

1. **Bid Security (EMD):**

1.1. Bidder shall pay the EMD as follows.

Quoted Value	**% & Amount**
For Quoted Value up to and including Rs.100 Lakhs.	0.5% of the Quoted Value + 18% GST in the form of Demand Draft.
For Quoted Value above Rs.100 Lakhs.	Rs.1,00,000/- in the shape of DD and 2% of the Quoted value +18% GST as DD/ Bank Guarantee/Insurance Surety Bond.
The PEMD holders having Rs 5 lakhs deposit with APGENCO shall submit Rs.1,00,000 in the shape of DD/BC/Pay Order and 2% of the Estimated value over and above the amount of PEMD in the shape of BG/DD/BC/Pay Order/ISB in addition with the same they have to upload copy of the PEMD approval letter issued by APGENCO. SSI/MSME units registered with NSIC and with NIC code 46620 or 24105 and certified with EMD exemption in their registration are exempted from paying EMD. The bidders who claim exemption of EMD under this head shall upload relevant certificates along with their bid. Note: Insurance Surety Bond, if opted by the bidder as EMD, shall be issued as per the IRDAI guidelines, as applicable, failing which the bid is liable for rejection.	

EMD of successful bidder will be adjusted towards security deposit.

M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited are exempted from payment of EMD.

1.2. Submission of Bid Security in any other form shall not be considered and Tender shall be treated as disqualified.

1.3. **The Bid Security shall be forfeited / equivalent amount will be recovered from the deposits / bills of the bidder if,**

a) The Bidder withdraws from the bid before expiry of its validity.

b) The successful bidder does not accept the order within 15 days from the date of receipt of PO.

1.4. **Permanent / Standing EMD:**

The bidder may deposit with APGENCO, the permanent fixed deposit of Rs.5,00,000/- (Five lakh only) as PEMD in the form of BG/ DD/ Pay order/

Banker's cheque drawn in favour of Pay Officer/ APGENCO, Vidyut Soudha, Gunadala, Vijayawada. In case of BG (from nationalised bank as per format issued by APGENCO), it shall be valid for a period of three years constituting the said sum as security for due compliance with the obligations undertaken in the offer submitted by the bidder and got approved from this office well in advance. No interest will be payable on such amount. **Valid PEMD holders** can bid for each tender and they **need only to upload the reference letter of PEMD** in APGENCO in the APGENCO e-procurement website **at the time of bidding** and successful bidder shall furnish a copy of reference letter of PEMD along with other original documents for checking, before placing purchase order. PEMD should get approved in advance before submission of Bids.

2. **<u>Due Date & time and submission of offers:</u>**

2.1. The bidders who are desirous of participating in APGENCO e-procurement website shall submit their technical bids, price bids etc., in the standard formats prescribed in the tender documents, displayed in APGENCO e-procurement website. The bidder shall upload scanned copy of Demand Draft towards EMD or reference letter of PEMD and all other relevant certificates. **The bidder shall sign on all the statements, documents, certificates, before uploading, owning responsibility for their correctness / authenticity**. The tender shall be in the prescribed forms which can be obtained from APGENCO e-procurement website from the date of electronic publication up to the time and date indicated in the tender notice. **<u>M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited</u> are permitted to submit their offline bids at their request. The online and offline bids will be opened simultaneously.**

2.2. Post tender rebates or deviation in quoted prices and/ or conditions or any such offers which will give a benefit to the bidder over others will be rejected.

2.3. Any other conditions mentioned in documents attached to the tender will not be accepted. Only those mentioned in the offer letter will be considered.

3. **<u>Validity of offers:</u>** The offers shall be valid for a period of **4 (Four)** months from the date of opening of bid. During this period the bidder is not permitted to withdraw or vary their offers, once made and if they do so, their offer will be rejected and the EMD shall be forfeited.

4. **<u>Payment Terms:</u>**

a) **100% payment** towards cost of the materials delivered in good condition will be made within **30 days from the date of successful completion of supplies and acceptance by APGENCO**. In other words, payment towards cost of materials will be arranged within 30 days after receipt of materials in good condition, certification of delivery challans by the consignee and submission of original invoices in quadruplicate (in the name of paying officer), inspection reports or test certificates issued by the competent agency to the consignee. **APGENCO shall not pay any**

interest on delayed payment of bills or any recoveries effected, for whatsoever reasons.

b) It is not binding on APGENCO to accept any payment terms other than APGENCO payment terms.

c) Payments will be made by APGENCO through automated payment system through SBI e-payment portal. Please note to furnish the following information.
   1. Bank Account No. with Branch details.
   2. Type of Account (Current/ cash credit etc.)
   3. Full Name of the beneficiary as per Bank records.
   4. IFSC code etc.
   5. Cancelled cheque from the Material Supplier/ service provider.

5. **CONSIGNEE & DESTINATION**:
Deputy Executive Engineer, Central Stores/ O&M, RTPP, V V Reddy Nagar, YSR Kadapa Dist. - 516 312, Andhra Pradesh.

6. **PRICE BASIS:** Price quoted shall be FIRM and F.O.R. destination. Prices shall be **inclusive of** basic price, levies & duties, etc., packing, loading, transit insurance, transportation, tolls, unloading & stacking at destination, all taxes except GST. The rates quoted shall be excluding GST.

7. **GST:** The **prices quoted shall be Exclusive of GST**. The liability of APGENCO in respect of GST increase or decrease in rates shall be to the extent applicable at the time of dispatch of materials. The rate of GST shall be limited, as applicable, within the contractual delivery period only. Increase, if any, beyond contractual delivery period shall not be payable. **However, if there is any reduction in GST beyond contractual delivery period, the benefit shall be passed on to APGENCO.**

8. **DEVIATION:** No deviations are acceptable. Bidder's submission of bid in APGENCO e-procurement website shall be construed as acceptance of all conditions in tender specification.

9. **Quality, INSPECTION and Despatch Clearance:**

   a. Material shall be as per the specified Indian Standard specification and preferably be supplied from the stocks of original manufacturer's facility or from the fresh batch of manufactured stock. The decision of APGENCO in accepting the material is final.
   b. The items that are to be supplied shall be tested in presence of the representative of Quality Control Wing **and/ or** of the user department of APGENCO for quality and performance tests as directed by the Chief Engineer, O&M, Dr.MVR RTPP.
   c. The bidder shall notify APGENCO for inspection of material when they are ready, giving atleast 10 days' notice. The authorised representative of APGENCO shall have access to bidder's works/ Testing Laboratory for the purpose of testing and inspection of the material.

d. The material shall be dispatched only after the despatch clearance from the Chief Engineer, O&M, Dr.MVR RTPP.

e. The Chief Engineer, O&M, Dr.MVR RTPP may waive APGENCO representative inspection at his discretion, for entire ordered quantity or part thereof. However, Manufacturer's Test Certificates and inspection reports of ordered materials shall accompany with supplies.

f. Inspection charges will be to suppliers' account.

M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited are exempted from Inspection and despatch clearance clause. However, all supplies shall be provided with Manufacturer's test certificate (MTC).

10. **DELIVERY**:

DELIVERY PERIOD: The bidders shall deliver the materials within **3 (Three) months** from the date of receipt of purchase order. In case of any deviation, bidder shall offer his best, realistic and firm delivery period, which shall be specific and guaranteed. Delivery period shall be reckoned from the date of receipt of P.O. by the supplier. For delivery beyond contractual delivery period, provisions of 'General Purchase Conditions' shall apply.

11. **DELAYS, LIQUIDATED DAMAGES AND TERMINATION:**

The period for delivery mentioned in the purchase order shall be deemed to be the essence of the order.

a) In the event of any delay in the supplies of ordered materials beyond the stipulated date of delivery/ delivery schedule including any extension permitted in writing, APGENCO reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of delayed materials for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.

b) In the event the delay extends beyond 10 weeks of agreed delivery schedule and extensions granted if any, APGENCO shall have the right to terminate the order and recover all sums from amounts payable to the supplier or enforce their recovery from the deposits and bank guarantees of the supplier available with APGENCO in this order or any other order.

M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited are exempted from LD.

12. <u>**QUANTITY VARIATION:**</u>

a) APGENCO reserves the right to vary the ordered quantity by ± 5% at any time during execution of the order after issue of the Purchase Order. The bidder shall be bound to supply these quantities on the same price, delivery and terms and conditions accepted in the Purchase Order.

b) <u>APGENCO</u> at its sole discretion unilaterally may change the quantities indicated in the tender enquiry to the extent of ± 20% before issue of the Purchase Order. The bidder shall be bound to supply these quantities on the same price, delivery and terms and conditions offered in their bid/ quotation.

13. It is not binding on APGENCO to accept the lowest or any bid. **APGENCO reserves the right to place orders for individual items with different bidders and to revise the quantities at the time of placing the order.** The quoted rates, terms and conditions shall apply. The **order for the materials may also be split up between different bidders to facilitate quick delivery of critically required materials**. APGENCO further reserves the right to accept or reject any/ all bids without assigning any reasons thereof.

14. <u>**MATERIAL PERFORMANCE GUARANTEE:**</u>

a) The supplier shall furnish a Bank Guarantee/ Insurance Surety Bond issued as per the IRDAI guidelines for 10% of the order value including GST with a validity period of up to 12 months from the date of supply of last consignment of materials, as guarantee against any manufacturing defects/ poor workmanship/ poor performance/replacement of defective material etc. BG issued by Scheduled Banks in the prescribed Proforma (Annexure-5) shall be furnished. Insurance Surety Bond issued as per IRDAI guide lines shall be furnished.

<u>M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited</u> are exempted from material performance Guarantee.

b) In case any deficiencies are found during the guarantee period, the same shall be repaired/ rectified/ replaced by the supplier free of cost.

c) If the supplier does not furnish the Bank Guarantee for material performance guarantee, the bills shall be processed duly recovering the 10 % of the value of the supplies including GST from each bill of the supplier. If the supplier later produces the Bank Guarantee/Insurance Surety Bond, the already recovered amount along with security deposit will be released, after acceptance of the Bank Guarantee/Insurance Surety Bond by APGENCO.

15. Orders placed against this tender shall be subject to '*General Purchase Conditions*' of APGENCO, which are enclosed as Annexure-3. **However, in case of terms and conditions elsewhere in the tender specification are in conflict or in variation**

to the any clause of the *General Purchase Conditions, the terms in the tender specification* shall prevail.

16. If a NSIC/ SSI/ MSME bidder bidding on EMD exemption, withdraws the bid or do not accept the Purchase Order within stipulated period, then an amount equivalent to EMD will be recovered from their deposits/ bills that are pending at present or payable in future by APGENCO on any other supplies/POs. In addition, NSIC and other MSME registration/regulatory authority/body will be addressed for taking necessary action against the firm and APGENCO may suspend the firm from participation of tenders for a period upto Three (3) years.

ANNEXURE - 03

1.0 GENERAL PURCHASE CONDITIONS

1.1 The following terms and expressions used herein shall have the meaning as indicated therein:

Manufacturer / dealer / Authorized Supplier: shall mean the individual firm or company whether incorporated or otherwise in whose name this purchase order is addressed and shall include its permitted assigns and successors.

Purchaser/ Corporation: shall mean Andhra Pradesh Power Generation Corporation Limited (APGENCO), a company incorporated in India under Companies Act 1956, having its Registered Office at Vidyut Soudha, Gunadala, Vijayawada – 520004 (AP)

1.2 **Reference:** Purchase order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with purchase order.

1.3 **Addition / Alterations / Modifications**: The Corporation reserves the right to make additions / alterations / modifications to the quantity of items in the purchase order. The supplier shall supply such quantities also at the same rate as originally agreed to and incorporated in the purchase order. The variation shall, however, be limited to ± 5% of the ordered quantity.

1.4 **Waiver:** Any waiver by the authority at their option of any breach of the terms and conditions of the purchase order shall not constitute any right for claiming subsequent waiver of any other terms or conditions.

1.5 **Sub-letting and Assignment:** The supplier shall not, without APGENCO's prior consent in writing, sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever to any other person/firm/agency.

1.6 **Supplier's Liability:** Supplier shall accept full responsibility and indemnify the Corporation and shall hold the Corporation harmless from all acts of omission and commission on the part of the supplier, his agents, his sub manufacturers / suppliers and employees in execution of the purchase order. The supplier shall agree to defend and undertake to indemnify the Corporation and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the materials under the purchase order.

1.7 **Access to Supplier's Premises:** The Corporation and/or its authorized representative shall be provided access to main manufacturers/suppliers and/or his sub-manufacturers/suppliers premises, at any time during the pendency of the purchase order, for expediting the supplies, inspection, checking etc.

1.8 **Modifications:** The purchase order constitutes an entire agreement between the parties hereto. Any modification to the order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

1.9 **Packing and Marking:** All materials shall be securely packed to the requirements of transportation by Rail/ Road. All exposed parts/ connections/ protrusions shall be properly protected. All unexposed part shall be packed with due care and the packages should bear the words 'handle with care'. The packing requirements of Rail/ Road transport shall be complied with so as to obtain clear Railway Receipt/ Lorry Receipt i.e. without any qualifying remarks.

All packages and unpacked materials shall be marked with the name of Consigner, Consignee, Purchase order No., gross and Net weight, sign of handling, if any, with indelible paint in English atleast at two places. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

1.10 **Despatch of Materials:** The supplier is responsible for the safe delivery of the materials in good condition at destination stores. The supplier should acquaint himself of the conditions obtaining for handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit. After packing, the materials shall be dispatched strictly as per the provision of purchase order. The supplier shall communicate immediately the dispatch details to the consignee as specified in the purchase order. The Original dispatch documents shall be forwarded immediately, failing which the supplier shall be responsible for any delay in payment and consequential payments of demurrage and wharfage to the transporter.

1.11 **Acceptance of order:** The Purchase Orders shall be sent to supplier in duplicate and he shall return one copy along with enclosures, duly signed and stamped, within 15 days in token of having received and accepted the order. The scanned copy of purchase order will be sent by this office to the registered e-mail of the bidder and it shall be considered as the receipt of the purchase order by the bidder, in such case, a copy shall be downloaded by the bidder, signed by them with seal and sent to the office of the Chief Engineer/Civil, Hydel, GS, C&I in token receipt of the P.O.

1.12 **Jurisdiction:** All and any disputes or difference arising out of or touching the order shall be decided only by the Courts or Tribunals situated in Vijayawada / Amaravati. For the purpose of any legal obstruction, the material, spares etc., shall be deemed to pass into company's owner ship only at the destination stores where they are delivered and accepted.

1.13 **GUARANTEE**: The material supplied against purchase order shall be guaranteed against any defects for a period of **12** months from date of supply of material at site in good condition. During the above guaranteed period if the materials supplied are found defective due to unsound materials or bad workmanship or faulty design, they shall be replaced or rectified at free of cost.

2.0 FINANCIAL

2.1 **Prices**: Price (s) mentioned in the purchase order shall be FIRM and not subject to escalation on any account, till the order is executed in full and it's subsequent amendments accepted by the supplier even though the completion/ execution of order may take longer time than delivery period incorporated and accepted in purchase order.

2.2 **Variation in GST and other Statutory Levies:** Any variation, upward or downward, in GST and statutory levies or new levy introduced after closing of submission of bid under this tender shall be to the account of Corporation, unless otherwise mentioned by the bidder. Even, if statutory levies or new levy introduced after closing of submission of bid under this tender is to the account of corporation as per terms and conditions of bidder, it shall be applicable within the stipulated delivery period only. In cases where delivery schedule is not adhered to by the supplier and there are upward variation/ revision after the agreed delivery date, the bidder/ supplier shall bear the impact of such increased levies and if there is downward variation/ revision, the corporation shall be given advantage to that extent.

2.3 All royalties for patent or charges for the use or infringement thereof that may be involved in the construction or use of any equipment shall be included in the bid price. The bidder/supplier shall protect the Corporation against any and all claims arising on account of the use thereof the Corporation agreeing to furnish the supplier any appropriate information or assistance.

2.4 **Security Deposit (SD):**

2.4.1 The successful bidder shall furnish within one month from the date of issue of PO, security deposit equal to 2.5% of value of purchase order including GST in the form of Bank Guarantee (BG)/ Insurance Surety Bond issued as per IRDAI guidelines for proper fulfilment of the terms and conditions of the contract and full execution of supplies thereof. The already paid EMD, if any, shall be excluded from the security deposit amount to be paid. As an alternative, the Security Deposit amount can be recovered in the 1st bill of the supplier. The amount of security will be forfeited equivalent amount will be recovered from other bills/deposits of the supplier to the extent of financial loss suffered by the Corporation, if supplier fails to execute the order and fulfil its terms and conditions. **M/s SAIL, M/s RINL, M/s Tata Steel Ltd., M/s. Jindal Steel Limited, M/s. JSOL, M/s. JSW, M/s. AMNS & M/s. Jindal Stainless Limited are exempted from payment of S.D.**

2.4.2 Security deposit may be furnished in the form of Demand Draft drawn on any Nationalized / Scheduled Bank, payable to APGENCO or in the form of Bank Guarantee in prescribed proforma (Annexure 5) from any Nationalized Bank or in the form of Insurance Surety Bond in the prescribed proforma (Annexure 5) issued as per IRDAI guidelines. Bank Guarantee/Insurance Bond shall be accepted only if amount of SD amount is above Rs. 10,000/-.

2.4.3 Security deposit shall be returned back to the supplier as soon as order is fully executed and the material accepted by APGENCO, without considering the guarantee period.

2.5 **Terms of Payment**:

2.5.1 100% payment towards cost of the materials delivered in good condition will be made within 30 days after receipt of materials and submission of invoices along with test certificates and presentation of bills in quadruplicate (in the name of paying officer) to the consignee.

It is not binding on APGENCO to accept any other payment terms other than APGENCO payment terms.

2.5.2 Payments shall be made through automated payment system.

2.5.3 When the supplier does not at any time fulfil his obligations in replacing/ rectifying etc. of the damages/ defective materials in part or whole, promptly to the satisfaction of the corporation's officers, the Corporation reserves the right not to accept the bills against subsequent despatches made by the supplier and under these circumstance only the supplier will be responsible for any demurrage, wharfage or damages occurring to the consignments so despatched.

2.6 **Insurance:** Supplier shall arrange suitable transit insurance cover at their risk and cost.

2.7 Removal of Rejected Goods and Replacement:

a) If upon delivery, the material is found not in conformity with the specifications stipulated in the purchase order, whether inspected and approved earlier or otherwise, those materials shall be unacceptable to the Corporation or its authorized representative. A notice to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at our Stores.

b) Supplier shall arrange suitable replacement supplies and remove the rejected goods within 30 days from the date of receipt of notice failing which, the goods shall be despatched to vendor by road transport on 'freight to pay basis' at supplier risk and cost.

c) External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing shall be intimated within a fortnight of the receipt of the materials. In case of internal defects, damage or shortages of any internal parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing will be intimated by APGENCO within 1 month from the date of such detection of defects. In either case the damaged or defective materials shall be replaced by the supplier free of cost to APGENCO.

d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as company may deem it proper to afford, the corporation may, without prejudice to its other rights and remedies arrange for repairs/rectification of the defective materials or replace the same and recover the expenditure incurred from the deposits such as EMD, SD and performance guarantees or other deposits/bills of bidders available with the corporation or by resorting to legal action.

2.8 **Force Majeure:**

2.8.1 The supplier shall not be liable for delay or failing to supply the materials for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes and Lockouts etc. Only those causes, which have duration of more than 7 days, shall be considered for force majeure.

2.8.2 The supplier shall within 10 days from the beginning of such delay notify to the corporation in writing the cause of delay. The Corporation shall verify the facts and grant such extension of time as facts justify.

2.8.3 No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.

2.8.4 At the option of corporation, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the corporation. In the event of such cancellation, supplier shall refund any amount advanced or paid to him by the corporation and deliver back any materials issued to him by the corporation and release facilities, if any provided by the corporation.

2.9 **Cancellation of Order:**

APGENCO reserves the right to cancel the order in part or in full by giving two weeks' notice thereby if:

- The supplier fails to comply with any of the terms and conditions of the order.
- The supplier becomes bankrupt or goes into liquidation.
- The supplier makes general assignment for the benefit of the creditors and
- Any receiver is appointed for the property owned by the supplier.

Upon cancellation of the order due to the above reasons, APGENCO shall recover all sums from the amounts payable to the supplier or enforce the recovery from the guarantees/sureties of the supplier held with APGENCO.

Sd/-xxx
CHIEF ENGINEER/ CIVIL
HYDEL, GS, C&I

ANNEXURE – 4

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

BANK GUARANTEE/INSURANCE SURETY BONDS GUIDELINES

The Bank Guarantee/Insurance Surety bond shall fulfil the following conditions failing which it shall not be considered valid:

1. Bank guarantee/Insurance Surety Bond shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank/ Insurance Company.
2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee/Insurance Surety Bond executed on the stamp paper of more than 6 months old shall be treated as invalid.
3. The contents of the bank guarantee/Insurance Surety Bond shall be as per APGENCO proforma.
4. The bank guarantee/Insurance Surety Bond should be executed by a nationalized / scheduled Bank/ Insurance Company.
5. The executor of bank guarantee (Bank Authority)/Insurance Company Authority should mention the power of attorney no. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of power of attorney.
6. All conditions, corrections, deletion in the bank guarantee/Insurance Surety Bond should be authenticated by signature of bank/Insurance Company officials signing the bank guarantee/Insurance Surety Bond.
7. Each page of bank guarantee/Insurance Surety Bond shall bear signature and seal of the Bank/Insurance Company.
8. Two persons should sign as witnesses mentioning their full name, AADHAAR No and address.
9. Bank guarantee/Insurance Surety Bond check list.

Sl. No	Checklist	YES	NO
1(a)	Is the BG/Insurance surety bond executed on non-judicial stamp paper of appropriate value?		
1(b)	Is the date of sale of non-judicial stamps paper is not more than six months prior to the date of execution of BG/Insurance surety bond?		
1(c)	Is the Non-Judicial stamp paper purchased in the name of bank/Insurance Company.		
2	Whether the BG/Insurance surety bond has been issued by a scheduled Bank or Bank/Insurance Company acceptable to APGENCO (applicability of the bank/Insurance Company should be in line with the provision of tender documents).		
3	Is the foreign bank guarantee/Insurance Surety bond, confirmed by a Nationalized/ scheduled bank/Insurance Company in India (as applicable)?		
4	Does the content of BG/Insurance Surety Bonds compare with standard APGENCO Proforma?		
5	Is the amount and validity of BG/Insurance Surety Bond in line with tender enquiry/purchase order provision?		
6(a)	Are the factual details such as Tender Enquiry No., Bid specifications No., PO value etc. are correct?		
6(b)	Whether overwriting /deleting, if any, on the BG/Insurance Surety Bond authenticated under the signature and seal of Executing Officer of the Bank/Insurance Company?		

7(a)	Has the executing officer of the bank/Insurance Company indicated his name, designation and power of attorney No. / Signing Power No. etc. on BG/Insurance Surety Bond?		
7(b)	Is each page of BG/Insurance Surety Bond duly signed/initialized by the executing officer and last page is signed with full particulars as required in the APGENCO's standard proforma of BG/Insurance Surety Bond and under the seal of the Bank/Insurance Company?		
7(c)	Is BG No. /Insurance Surety Bond No. and Date mentioned on all the pages of BG/Insurance Surety Bond?		
7(d)	Does the last page of BG/Insurance Surety Bond carry the signature, AADHAAR No & address of two witnesses alongside the signature of the executing officer?		

ANNEXURE – 5

I.BG PROPORMAs

(a)

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)
PROFORMA OF BANK GUARANTEE FOR T H E PERMANENT EARNEST MONEY DEPOSIT (PEMD)

Bank Guarantee No:
Date:
Valid Up to:
Claim Period up to:

In consideration of the Andhra Pradesh Power Generation Corporation Limited (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at Vidyut Soudha, Gunadala, Vijayawada, Andhra Pradesh,India-520004 has afforded a facility to Tenderer(s)/Contractor(s)/Vendor(s) and Supplier(s) who submit tender(s)/bid(s)/offer(s) in response to the Tender notice(s) of the Andhra Pradesh Power Generation Corporation Limited calling for Tenders for supply of materials or rendering of services or execution of works permitting Tenderer(s)/Contractor(s)/Vendor(s) and Supplier(s) who furnish a Permanent Earnest Money Deposit(PEMD) of Rs.______ (Rupees _____ only)in the shape of Bank Guarantee in lieu of Cheque/Demand Draft to have their tenders considered without separate payment of earnest monies with each tender, wherever the EMD is not more than Rs. 5.00 lakhs (Rupees Five Lakhs only) in a single case/Tender.

Whereas (Name and address of the Tenderer/Vendor /Contractor/ Supplier)................. has offered the guarantee of this Bank(indicate the name and address of the Bank), towards the Fixed/Permanent Earnest Money Deposit and the APGENCO has agreed to accept the same.

At the request of ______[Tenderer/Contractor] We, …………………, (hereinafter referred to as the "Bank"), having Registered/Head office at ……………. and a branch at ………… being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the APGENCO without any delay or demur, merely on your first demand any sum or sums up to a maximum amount but not exceeding Rs -------------------- (Rupees ------).

We,______(indicate the name of the Bank), do hereby undertake to forthwith and immediately pay the amounts due and payable under this guarantee without any demur, merely on a demand from APGENCO. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.______/- (Rupees ______ only).

We ____(indicate the name of the Bank)undertake to pay unconditionally to the APGENCO any money so demanded notwithstanding any dispute(s) raised by the Tenderer/Vendor /Contractor / Supplier in any suit, or proceedings pending before any Court or Tribunal or Arbitration or any other Authority relating thereto our liability under this present is being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the Arbitration proceeding or by any other Authority.

The payment so made by us under this guarantee shall be a valid discharge of liability for payment there under and Tenderer/Vendor /Contractor / Supplier shall have no claim against us for making such payment

We, ____(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect till the award of tender to the successful bidder. Validity of BG shall be for a period of 3 years from the date of submission with a further claim period of 6 months. BG is to be valid till ________.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer/Vendor /Contractor / Supplier.

We, ____(indicate the name of the Bank) lastly undertakes not to revoke this guarantee during its currency except with the prior consent of the APGENCO in writing. Furthermore, we_________________ Bank accept that

1. **This Bank Guarantee is unconditional and absolute**
2. **Claim against this Bank Guarantee shall be honoured without any delay or demur; and**
3. **This Bank guarantee covers all the losses, claims, damages and costs suffered by the APGENCO against the Tender.**

Notwithstanding anything to the contrary contained hereinabove:

a) **The liability of the Bank under this Guarantee shall not exceed Rs._______/- (Rupees _______ only)**
b) **This Guarantee shall be valid up to Dt.________________**
c) **Unless the Bank is served a written claim or demand on or before Dt.__________ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.**

We, ____(indicate the name of the Bank), have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

In witness where of signed this Guarantee on this ______Day ___Year___ for __ Bank at ____________.

(Signature(s) of Authorised Personnel of the Bank with Seal)

Designation:

Address:

(b)

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

PROFORMA OF BANK GUARANTEE FOR THE SECURITY DEPOSIT (SD)

Bank Guarantee No:
Date:
Valid Upto:
Claim Period:

In consideration of the Andhra Pradesh Power Generation Corporation Limited ________(An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at Vidyut Soudha, Gunadala, Vijayawada, Andhra Pradesh,India-520004 having agreed to exempt (Name of the Contractor / Supplier/Vendor) having its registered office at__ (hereinafter called the said Contractor / Supplier/Vendor) from the demand/payment of Security Deposit payable under the terms and conditions of the Contract/Purchase Order/Work Order No. , Dated made between the APGENCO and (Name of the Contractor/Supplier/Vendor) for supply/commissioning/rendering services/execution of work _____ (herein after called 'the said Contract/Agreement'),on production of a Bank Guarantee for Rs. ______________(Rupees___________ only).

At the request of ______[Tenderer/Contractor] We, …………………, (hereinafter referred to as the "Bank"), having Registered/Head office at ……………. and a branch at ………… being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the APGENCO without any delay or demur, merely on your first demand any sum or sums up to a maximum amount but not exceeding Rs -------------------- (Rupees ------------) in the event of any breach by the said Tenderer/Contractor of any of the terms and conditions contained in the said Contract/Purchase Order/Work Order No. ,Dated .

We,___________(indicate the name of the Bank), do hereby undertake to forthwith and immediately pay the amounts due and payable under this guarantee without any demur, merely on a demand from APGENCO. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs_____________(Rupees______________ only).

We undertake to pay unconditionally to the APGENCO any money so demanded notwithstanding any dispute(s) raised by the Contractor / Supplier/Vendor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or any other Authority relating thereto our liability under this present being is absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the Arbitration proceeding or by any other Authority.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor / Supplier/Vendor shall have no claim against us for making such payment.

We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/Agreement and that it shall continue to be enforceable till all the dues of the APGENCO under by virtue of the said Contract/Agreement have been fully paid and its claims satisfied or discharged or till the concerned authority of APGENCO certifies that the terms and conditions of the said Contract/Agreement have been fully and properly carried out by the said Contractor / Supplier/Vendor and accordingly discharge the guarantee, subject to however that the APGENCO shall have no right under this bank guarantee after expiry of _________ (period) from the date of its execution. BG is to be valid till _______ , Unless a demand or claim under this guarantee is made on us in writing on or before the ________ , we (indicate the name of the Bank) shall be discharged from all the liabilities under this guarantee thereafter.

We, (indicate the name of the Bank) further agree with the APGENCO that the APGENCO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract/Agreement or to extend time of BG by the said Contractor / Supplier/Vendor from time to time or to postpone for any time or from time to time.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor / Supplier/Vendor.

We, (indicate the name of the Bank) lastly undertakes not to revoke this guarantee during its currency except with the prior consent of the APGENCO in writing. Furthermore, we (indicate the name of the Bank) accept that

1. **This Bank Guarantee is unconditional and absolute**
2. **Claim against this Bank Guarantee shall be honoured without any delay or demur; and**
3. **This Bank guarantee covers all the losses, claims, damages and costs suffered by the APGENCO against the said Contract/Agreement.**

Notwithstanding anything to the contrary contained hereinabove:

a) **The liability of the Bank under this Guarantee shall not exceed… .....**
b) **This Guarantee shall be valid up to Dt.________________**
c) **Unless the Bank is served a written claim or demand on or before Dt.__________ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.**

We,____________(indicate the name of the Bank), have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

In witness where of signed this Guarantee on this ______Day ___Year___ for __ Bank at ____________.

(Signature(s) of Authorised Personnel of the Bank with Seal)

Designation:

Address:

(c)

PROFORMA FOR PERFORMANCE BANK GUARANTEE

Bank Guarantee No:
Date:
Valid Up to:
Claim Period up to:

In consideration of the Andhra Pradesh Power Generation Corporation Limited ________(An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at Vidyut Soudha, Gunadala, Vijayawada, Andhra Pradesh,India-520004 has agreed to accept upon request of (Name of the Contractor / Supplier/Vendor) having its registered office at___ (hereinafter called the said Contractor / Supplier/Vendor) this Bank Guarantee No.__________, Dt.____ for making payment without effecting recovery of 10% of the value of Contract/Agreement/Purchase Order/Work Order towards Performance Guarantee for the satisfactory fulfilment of the Contract/Agreement/ Purchase Order/Work Order under the terms and conditions of the Contract/Agreement/Purchase Order/Work Order No. ,Dated made between the APGENCO and (Name of the Contractor/Supplier/Vendor) for supply/commissioning/rendering services/execution of work _____ (herein after called 'the said Contract/Agreement'),on production of a Bank Guarantee for Rs. ______________(Rupees___________only).

At the request of _______[Tenderer/Contractor] We, …………………, (hereinafter referred to as the "Bank"), having Registered/Head office at ……………. and a branch at ………… being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the APGENCO without any delay or demur, merely on your first demand any sum or sums up to a maximum amount but not exceeding Rs -------------------- (Rupees ------------).

We,______(indicate the name of the Bank), do hereby undertake to forthwith and immediately pay the amounts due and payable under this guarantee without any demur, merely on a demand from APGENCO. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs______________(Rupees_______________only).

We undertake to pay unconditionally to the APGENCO any money so demanded notwithstanding any dispute(s) raised by the Contractor / Supplier/Vendor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or any other Authority relating thereto our liability under this present being is absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the Arbitration proceeding or by any other Authority.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor / Supplier/Vendor shall have no claim against us for making such payment.

We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/Agreement and that it shall continue to be enforceable till all the dues of the APGENCO under by virtue of the said Contract/Agreement have been fully paid and its claims satisfied or discharged or till the concerned authority of APGENCO certifies that the terms and conditions of the said Contract/Agreement have been fully and properly carried out by the said Contractor / Supplier/Vendor and accordingly discharge the guarantee, subject to however that the APGENCO shall have no right under this bank guarantee after expiry of _________ (period) from the date of its execution. BG is to be valid till ________ .

We, (indicate the name of the Bank) further agree with the APGENCO that the APGENCO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract/Agreement or to extend time of BG by the said Contractor / Supplier/Vendor from time to time or to postpone for any time or from time to time.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor / Supplier/Vendor.

We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the prior consent of the APGENCO in writing. Furthermore, we (indicate the name of the Bank) accept that

1. **This Bank Guarantee is unconditional and absolute**
2. **Claim against this Bank Guarantee shall be honoured without any delay or demur; and**
3. **This Bank guarantee covers all the losses, claims, damages and costs suffered by the APGENCO against the said Contract/Agreement.**

Notwithstanding anything to the contrary contained hereinabove:

a) **The liability of the Bank under this Guarantee shall not exceed… .....**
b) **This Guarantee shall be valid up to Dt.________________**
c) **Unless the Bank is served a written claim or demand on or before Dt.__________ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.**

We,________(indicate the name of the Bank), have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

In witness where of signed this Guarantee on this ______Day ___Year___ for __ Bank at

(Signature(s) of Authorised Personnel of the Bank with Seal)

Designation:

Address:

(d)

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

PROFORMA OF BANK GUARANTEE FOR T H E EARNEST MONEY DEPOSIT (EMD)

Bank Guarantee No:
Date:
Valid Up to:
Claim Period up to:

In consideration of the Andhra Pradesh Power Generation Corporation Limited (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at Vidyut Soudha,Gunadala, Vijayawada, Andhra Pradesh,India-520004 having agreed to exempt (Name of the Tenderer/Vendor / Contractor / Supplier) having its registered office at____ (hereinafter called the said Tenderer/Contractor which term includes Supplier),under the terms and conditions of the Tender Notification No. ,Dated payment of EMD of Rs… ……… (Rupees ------------------------only) is payable part of EMD for the due fulfillment by the said Tenderer/Contractor of the terms and conditions contained in the said Tender for________ , on production of a Bank Guarantee for Rs. _____________(Rupees______________only).

At the request of _______[Tenderer/Contractor] We, …………………, (hereinafter referred to as the "Bank"), having Registered/Head office at ……………. and a branch at ………… being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the APGENCO without any delay or demur, merely on your first demand any sum or sums up to a maximum amount but not exceeding Rs -------------------- (Rupees ------------).

We undertake to pay unconditionally to the APGENCO any money so demanded notwithstanding any dispute(s) raised by the Tenderer/Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or any other Authority relating thereto our liability under this present being is absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the Arbitration proceeding or by any other Authority.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer/Contractor shall have no claim against us for making such payment.

We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effective till the award of tender to the successful bidder. Validity of BG will be for a period of 270 days from the date of opening of pre-qualification bid with a further claim period of 6 months. However, BG of EMD will be returned after the award of Tender. BG is to be valid till ________ .

We, ………… (indicate the name of the Bank) further agree with the APGENCO that the APGENCO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of BG by the said Tenderer/Contractor from time to time or to postpone for any time or from time to time.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer/Contractor.

We, ...(indicate the name of the Bank) lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the APGENCO in writing. Furthermore, we .... (indicate the name of the Bank) accept that

(1) This Bank Guarantee is unconditional and absolute
(2) Claim against this Bank Guarantee shall be honoured without any delay or demur; and
(3) This Bank guarantee covers all the losses, claims, damages and costs suffered by the APGENCO against the said Tender.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…..........................
b) This Guarantee shall be valid up to Dt.________________
c) Unless the Bank is served a written claim or demand on or before Dt.__________ (claim period) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We,_________(indicate the name of the Bank), have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

In witness where of signed this Guarantee on this ______Day ___Year___ for __ Bank at

(Signature(s) of Authorised Personnel of the Bank with Seal)

Designation:

Address:

II. Insurance Surety Bonds

a) FORM OF INSURANCE SURETY BOND FOR BID SECURITY (E.M.D)

Insurance Surety Bond No ....

Date:

To: (Name and address)

1. In consideration of the Andhra Pradesh Power Generation Corporation Limited (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at Vidyut Soudha, Gunadala, Vijayawada, Andhra Pradesh,India-520004 having agreed to exempt ____________________ (Name of the Tenderer/Vendor/ Contractor/Supplier) having its registered office at____________________ (hereinafter called the said Tenderer/ Contractor which term includes Supplier), under the terms and conditions of the Tender Notification No……………., Dated………, payment of EMD of Rs____________ (Rupees _____________only) is payable part of EMD for the due fulfillment by the said Tenderer/Contractor of the terms and conditions contained in the said Tender for ___________________________(name of the work), on production of a **Surety Bond** for Rs. ______________(Rupees__________________________only). At the request of……………. __[Tenderer/Contractor] We, …………………, (hereinafter referred to as the "**Surety Insurer**"), having Registered/Head office at ……………. and a branch at ………… being the Guarantor under this **Surety Bond**, do hereby irrevocably and unconditionally undertake to forthwith and pay to the APGENCO as our primary obligation without any delay or demur, merely on your first demand and without reference to the Bidder, if the Bidder fail to fulfil or comply with all or any of the terms and conditions of the above tender notification any sum or sums up to a maximum amount but not exceeding Rs _______________ (Rupees---only).

2. Any such written demand made by the APGENCO stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the **Surety Insurer**.

3. We, the **Surety Insurer,** do hereby unconditionally undertake to pay immediately the amounts due and payable under this **Surety Bond** without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the APGENCO is disputed by the Bidder or not, merely on the first demand from the APGENCO stating that the amount claimed is due to the APGENCO by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the **Surety Insurer** shall be conclusive as regards amount due and payable by the **Surety Insurer** under this **Surety Bond**. However, our liability under this **Surety Bond** shall be restricted to an amount not exceeding Rs.______________ (Rupees _________________ only)

4. This **Surety Bond** shall be irrevocable and remain in full force for a period of 270 (two hundred and seventy) days from the Bid Due Date or for such extended period as may be mutually agreed between the APGENCO and the Bidder, and agreed to by the **Surety Insurer,** and shall continue to be enforceable till all amounts under this **Surety Bond** have been paid.

5. We, the **Surety Insurer,** further agree that the APGENCO shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the APGENCO that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the APGENCO and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. In order to give effect to this **Surety Bond**, the APGENCO shall be entitled to act as if the **Surety Insurer** were the Principal Debtor and any/**Change** in the constitution of the Contractor and/or the **Surety Insurer,** whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.

7. In order to give full effect to this **Surety Bond**, the APGENCO shall be entitled to treat the **Surety Insurer** as the principal debtor. The APGENCO shall have the fullest liberty without affecting in any way the liability of the **Surety Insurer** under this **Surety Bond** from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the APGENCO, and the **Surety insurer** shall not be released from its liability under these presents by any exercise by the APGENCO of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the APGENCO or any Indulgence by the APGENCO to the said Bidder or by any change in the constitution of the APGENCO or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the **Surety Insurer** from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing if addressed to the **Surety Insurer** and sent by courier or by registered post or by certified e-mail to the **Surety Insurer** at the address or e-mail set forth herein.

9. We undertake to make the payment immediately on receipt of your notice of claim on us addressed to name of **Surety Insurer** along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the APGENCO to proceed against the said Bidder before proceeding against the **Surety Insurer** and the **Surety Bond** herein contained shall be enforceable against the **Surety Insurer,** notwithstanding any other security which the APGENCO may have obtained from the said Bidder and which shall, at the time when proceedings are taken against the **Surety Insurer** hereunder, be outstanding or unrealized.

11. We, the Surety Insurer further undertake not to revoke this **Surety Bond** during its currency except with the previous express consent of the APGENCO in writing.

12. The **Surety Insurer** declares that it has power to issue this **Surety Bond** and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this **Surety Bond** for and on behalf of the Surety Insurer.
13. The **Surety Insurer** declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).
14. For the avoidance of doubt, the **Surety Insurer's** liability under this **Surety Bond** shall be restricted to Rs. _____________ (Rupees ____________________ only). The **Surety Insurer** shall be liable to pay the said amount or any part thereof only if the APGENCO serves a written claim on the **Surety Insurer** in accordance with paragraph 9 hereof, on or before ______________ [** (indicate date falling 270 days after the Bid Due Date)].
15. This **Surety Bond** shall also be operatable at our _________, branch at __________, from whom, confirmation regarding the issue of this **Surety Bond** or extension/renewal thereof shall be made available on demand. In the contingency of this **Surety Bond** being invoked and payment hereunder claimed, the said branch shall accept such invocation letter immediately and make payment of amounts so demanded immediately under the said invocation.
16. The Insurance **Surety Bond** shall be verifiable from the specific portal created for this purpose~~.~~

In witness where of Signed and sealed this Surety Bond on this _____Day ______(month) of __(Year)___ at_____________.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance company by:

(Signature of the Authorised Official)

(Name) (Designation) (Code Number)

b) FORM OF INSURANCE SURETY BOND

[Security Deposit/Performance Security/Additional Performance Security/ Advance Payment Security)

Insurance Surety Bond No ....… Date:
To:
(Name and address)

In consideration of the Andhra Pradesh Power Generation Corporation Limited (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at Vidyut Soudha, Gunadala, Vijayawada, Andhra Pradesh, India-520004 has agreed to accept upon request of ________________ (Name of the Contractor/ Member of JV or Consortium /Supplier/Vendor) having its registered office at ________________ (hereinafter called the said Contractor/ Member of JV or Consortium / Supplier/ Vendor) this Surety Bond No.__________, Dt._________ for making payment without effecting recovery of ___% of the value of Contract/ Agreement/Purchase Order/Work Order towards Performance Security/Additional Performance Security/Advance Payment Security for the satisfactory fulfilment of the Contract/ Agreement/ Purchase Order/Work Order under the terms and conditions of the Contract/ Agreement/Purchase Order/ Work Order No._________________, Dated ________________ made between the APGENCO and ________________ (Name of the Contractor/ JV or Consortium /Supplier/Vendor) for supply /commissioning/ rendering services/ execution of work ___________(name of the work) (herein after called 'the said Contract/ Agreement/Purchase Order/Work Order'), on production of a Surety Bond **for Rs. _____________ (Rupees___________only).**

AND WHEREAS we, __________ (**"Surety Insurer")** through our branch at ___________ have agreed to furnish this **Surety Bond** by way of Security Deposit/Performance Security/Additional Performance Security/Advance Payment Security.

NOW, THEREFORE, the Surety Insurer **hereby, unconditionally and irrevocably, guarantees and affirms as follows:**

1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the Contract Period/ Warranty period/Defects Liability Period under and in accordance with the Contract, and agrees and undertakes to pay immediately to the APGENCO, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the **Surety Bond** Amount as the APGENCO shall claim, without the APGENCO being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the APGENCO, officer not below the rank of Chief Engineer/APGENCO that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the **Surety Insurer**. The **Surety Insurer** further agrees that the APGENCO shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the **Contractor** is in default shall be final and binding on the **Surety Insurer**, notwithstanding any differences between the APGENCO and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this **Surety Bond**, the APGENCO shall be entitled to act as if the **Surety Insurer** were the Principal Debtor and any/**Change** in the constitution of the Contractor and/or the **Surety Insurer,** whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the APGENCO to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond. The APGENCO shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the APGENCO against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the APGENCO, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the APGENCO of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the APGENCO or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

5. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the APGENCO in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

6. Notwithstanding anything contained herein before, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond** Amount and this **Surety Bond** will remain in force for the period specified below and unless a demand or claim in writing is made by the APGENCO on the **Surety Insurer** under this **Surety Bond** all rights of the APGENCO under this **Surety Bond** shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder after the date mentioned.

7. The **Surety Bond** shall cease to be in force and effect on _________Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the Surety Bond, the **Surety Insurer** shall be discharged from its **liabilities** hereunder.

8. The **Surety Insurer** undertakes not to revoke this **Surety Bond** during its currency, except with the previous express consent of the APGENCO in writing, and declares and warrants that it has the power to issue this **Surety Bond** and the **undersigned** has full powers to do so on behalf of the **Surety Insurer**.

9. Any notice by way of request, demand or otherwise hereunder may be sent by courier, registered post or certified e-mail addressed to the **Surety Insurer** at its above referred branch or e-mail set forth herein, which shall be deemed to have been duly **authorized** to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the APGENCO that the envelope was so posted shall be conclusive.
10. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect for up to the date specified above or until it is released earlier by the APGENCO pursuant to the provisions of the **Contract**.
11. The **Surety Insurer** declares that this Insurance Surety Bond is issued by the .... (name of Insurance Company) as **per** the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).
12. This Surety Bond shall also be operatable at our ____________, branch at ____________, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the **contingency** of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter immediately and make payment of amounts so demanded under the said invocation.
13. The Insurance Surety Bond shall be verifiable from the specific portal created for this purpose.

In witness where of Signed and sealed this Surety Bond on this _____Day ______(month) of 2025 at_____________.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance company by:

(Signature of the Authorised Official)

(Name) (Designation) (Code Number)