

**ANDHRA PRADESH
POWER GENERATION CORPORATION LIMITED**

Tender Specification No.610002360

'Dr. MVR RTPP-Supply of 2 sets of 220 V DC, 1395 AH, YHP-27 Plante type lead acid station battery banks for unit-1&2 of Stage-I under buy back scheme including dismantling of existing bank, erection, testing and commissioning of new banks.'

**SUPERINTENDING ENGINEER
(GENERATION-II)
4th FLOOR, VIDYUT SOUDHA, GUNADALA,
VIJAYAWADA - 520 004
ANDHRA PRADESH**

**Ph: (0866) 2526806 / 126 / 128.
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SUMMARY SHEET

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

O/o. Superintending Engineer/ Generation-II/ Vidyut Soudha/ Gunadala-520004

Ph: (0866) 2526111, 112, 806,126,128, E-mail: se-gen2@apgenco.gov.in

1)	Department Name	Andhra Pradesh Power Generation Corporation Ltd (APGENCO)
2)	Circle/Division Name	O/o. Superintending Engineer (Generation-II), APGENCO/Vidyut Soudha/Gunadala/Vijayawada – 520004.
3)	Tender Notice No.	610002360
4)	Description of work	Supply of 2 sets of 220 V DC, 1395 AH, YHP-27 Plante type lead acid station battery banks for unit-1 & 2 of Stage-I under buy back scheme including dismantling of existing bank, erection, testing and commissioning of new banks.
5)	Name of the Power Station	Dr. MVR RPP/Stage-I/APGENCO
6)	Estimated Contract value	Rs.1,35,06,500/-
7)	EMD to be paid (BG from any scheduled/nationalized bank)/Insurance Surety Bond from any Insurance Company issued as per IRDAI guidelines	The Bidder should furnish EMD for total amount of Rs. 3,70,130/- (Rupees Three Lakhs Seventy Thousands One Hundred and Thirty Only). The amount shall be paid by way of DD/BC/Pay order drawn on any Scheduled/Nationalized bank in favour of "The Pay Officer, APGENCO, Vidyut Soudha, Gunadala, Vijayawada", payable at Vijayawada (or) An amount of Rs.1,00,000/-, by the way of DD/BC/Pay Order drawn on any scheduled/nationalized bank in favour of "The Pay Officer, APGENCO, Vidyut Soudha, Gunadala, Vijayawada", payable at Vijayawada 'plus' another Rs.2,70,130/-, by the way of Bank Guarantee(BG)/Insurance Surety Bonds(ISB) issued by scheduled/nationalized banks/IRDAI approved Insurance Company (in the prescribed pro-forma, attached to the tender document). (or) In case of Permanent E.M.D Holders, who have deposited Rs.5,00,000/- as PEMD, an amount of Rs.1,00,000/-, by way of DD/BC/Pay order drawn on any Scheduled/Nationalized bank in favour of " The Pay Officer, APGENCO, Vidyut Soudha, Gunadala, Vijayawada " plus copy of PEMD approval letter from APGENCO may be furnished. <u>Waiver in respect of SSI Units:</u> SSI Units registered with either the NSIC or the Dept of Industries/Govt. of AP, are eligible for exemption from submission of EMD, subject to the following conditions. (a) The registration shall have adequate validity. (b) The Items offered must be in the list of Items, for which the Firm is registered. (c) The quoted price shall be less than the monetary limit stipulated in the registration

		Certificate unless otherwise the Certificate issuing Authority has clearly mentioned in the Certificate as "Exempted from deposit of Earnest Money irrespective of value of Monetary Limit". The BIDDERS who fulfill the above conditions should apply for EMD exemption duly submitting a notarized copy of valid Certificate of Registration either with NSIC or Govt. of AP only, indicating details such as Monetary Limit, details of items covered in the registration, validity period of Certificate etc. They shall obtain approval before Offer submission itself, duly superscripting the Exemption letter reference on the Tender Cover. However, please note that exemption will be issued purely at APGENCO's discretion. For further details refer clause (1) of Instructions to the Bidders (Section-III).
8)	Nature of the tender	Open tenders in two part bids (i) Prequalification bid and (ii) price bid
9)	Schedule available date and time	As per e-Tender
10)	Bid submission closing date & time.	As per e-Tender
11)	Bid submission	Online, on APGENCO e-Procurement Portal, as detailed in the tender document. (Formats of Pre-Qualification & Technical Bid Schedules and those of Price Schedule can be downloaded from https://etender.apgenco.gov.in/irj/portal) free of cost.
12)	Tender Fee	Not Applicable
13)	Processing Fee	Not Applicable
14)	Transaction Fee	Not Applicable
15)	Bid validity	120 days from the date of opening of price bids
16)	Pre bid meeting	Not applicable
17)	Bid Price: Fixed/ Ruling Price:	<u>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.</u>
18)	Pre-Qualification /Technical bid opening date(Qualification and eligibility stage)	As per e-Tender
19)	Price bid opening date & time	As per e-Tender
20)	Reverse Auction	No
21)	Place of opening of tender	O/o. The Superintending Engineer (Generation-II), APGENCO, 4 th Floor, Vidyut Soudha, Gunadala, Vijayawada – 520 004. Andhra Pradesh
22)	Contact details	<u>For Technical Related</u> Ph: 0866-2526806/6126/6129, Email: se-gen2@apgenco.gov.in

		For APGENCO e-procurement portal related: Ph.No.0866-2526-982,980. Email: srm@apgenco.gov.in
23)	Officer inviting bids	Superintending Engineer(Generation-II), APGENCO
24)	Pre - Qualification requirements/ Eligibility Criteria	As per tender document (Section-I).
25)	Samples Required (Yes/No)	No.
26)	Thermal Power Station Location	Dr. MVR RTPP V.V.Reddy Nagar - 516 312, YSR Kadapa District.
27)	General Terms & Conditions	As per tender document.

Note:

- (a) The SSI Units registered with either the NSIC or the Dept of Industries/Govt. of AP, are only eligible for exemption from payment of EMD.
- (b) Responsibility for 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, the bid will not only be rejected but also the bidder will be BLACKLISTED.



Superintending Engineer (Generation-II)

SECTION-I: QUALIFICATION REQUIREMENTS & SPECIAL INSTRUCTIONS

APGENCO or CORPORATION or PURCHASER: shall mean **Andhra Pradesh Power Generation Corporation Ltd.**, (a Govt. of A.P Undertaking), a company incorporated in India under Companies Act 1956, having its Regd. Office at Vidyut Soudha, Vijayawada-520 004, (Andhra Pradesh).

SUPPLIER or CONTRACTOR or VENDOR or SUCCESSFUL BIDDER: shall mean the Bidder on whom LOI/PO will be issued against this Tender Specification.

Unless otherwise specified QC shall mean APGENCO Quality Control.

- 1.0 APGENCO's standard terms & conditions are stipulated in the **Sections-III&IV. Requirements specific to this enquiry are stipulated in the remaining sections and these will take precedence over the standard terms, in case of any ambiguity.**

2.0 QUALIFICATION REQUIREMENTS

Only those bidders, who satisfy the following requirements, need to quote.

(a)	Earnest Money Deposit (EMD) for requisite amount, shall be furnished.
(b)	The Bidder shall submit, latest Solvency Certificate , issued on or after 01.04.2026 by any Nationalized Bank/Reputed Scheduled Bank, evidencing that the bidder is solvent for a sum not less than Rs.1 Cr.
(c)	The Bidder shall have annual financial turnover of Rs. 2.70 Crores in any one year in the last three financial years. To this effect the bidder shall submit Audited Financial Statements or turnover certificate for the last Three Financial Years.
(d)	Bidder should be a Manufacturer/Supplier of 220 V DC, 1395 AH YHP-27 Plante type lead acid station battery banks or their equivalent as per specification, with experience in satisfactory execution of Supply, Installation & Commissioning of Batteries in Generating Units of capacity 210MW or more/ any industrial establishment/any hydel power plants having units capacity equal to or more than 25 MW Or An Authorized Dealer for Manufacturer/Supplier satisfying the above requirement.
(e)	Equipment of the make and type to that offered against this Tender, must have performed satisfactorily, in 210MW or higher capacity Units/ any industrial establishment/any hydel power plants having units capacity equal to or more than 25 MW for at least Five Years from the date of their installation, in at least two locations. (Copies of Performance Certificates issued by at least 2 end users, from Public Sector Power Utilities, shall be furnished). The Supplier should not have been blacklisted by any State or Central Government Public Sector Power utilities.
(f)	All the Bid Schedules duly filled in signed & stamped must be uploaded.

Notwithstanding anything stated above, APGENCO reserves the right to assess the tenderers' capability to execute the contract, should the circumstances warrant such assessment in the Overall interest of APGENCO. In respect of Qualification of the tenderers, the decision of APGENCO is final.

3.0 DOCUMENTS TO BE SUBMITTED

Copies of the following, in compliance with the qualification requirements stipulated in S.No.(2.0) above, must be submitted.

- Earnest Money Deposit (EMD) for requisite amount.
- Audited Balance Sheet/Profit & Loss account statements for the last Three Financial years shall be furnished. *Details of the enclosed statements, may also be indicated in the enclosed Bid Schedule-D i.e., "Financial standing of the bidder".*
- Latest Solvency Certificate **issued on or after 01.04.2026**, by any Nationalized Bank/Reputed Scheduled Bank.
- Purchase Orders showing price(s) executed, preferably to PSUs along with Invoice, Inspection Reports, Work completion reports etc, evidencing Supplies &

- Commissioning, in any Two years, during the past five years i.e., 2022, 2023, 2024, 2025 & 2026 including the ongoing/current year prior to the date of submission of bid.
- Performance Certificate(s), issued in the last Five years prior to the date of submission of his bid i.e., on or after 01.01.2026, evidencing satisfactory operation of the supplied Battery Banks.
- All stipulated Bid Schedules (as per the enclosed formats), duly filled in, signed & stamped along with supporting documentation.

The bidders shall invariably upload scanned copies of all the above documents (which are mandatory, to ascertain compliance with the qualification criteria). Failure of submission/uploading of any one of the above documents, will be liable for DISQUALIFICATION of bid. Moreover, responsibility for correctness of the information submitted in the bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but also the bidder will be BLACKLISTED.

- 4.0 Tenders received from those not having the past experience, manufacturing capacity, sufficient field organization will not be considered.

5.0 EARNEST MONEY DEPOSIT(EMD): (To be read with clause No.1 of Section-III)

- 5.1 Rs.3,70,130 /- in the form of DD**
(Or)

An amount of Rs.1.00 lakh, by way of DD/BC/Pay order drawn on any Scheduled/Nationalized bank in favour of "The Pay Officer, APGENCO, Vidyut Soudha, Vijayawada " and **Rs.2,70,130 /-**, by way of a Bank guarantee (BG) from any Scheduled/ Nationalized bank (in the prescribed pro-forma, attached to the tender document), as EMD.

****Note:**

In case of Permanent E.M.D Holders, who have deposited Rs.5,00,000/- as PEMD, an amount of Rs.1,00,000/-, by way of DD/BC/Pay order drawn on any Scheduled/Nationalized bank in favour of " The Pay Officer, APGENCO, Vidyut Soudha, Gunadala, Vijayawada " plus copy of PEMD approval letter from APGENCO may be furnished. NSIC/SSI units, exemption letter from payment of EMD issued by APGENCO may be furnished.

For further details refer clause (1) of General terms & conditions (Section-III).

- 5.2 Bidders having PEMD facility accorded by APGENCO, with adequate Validity, are exempted from submission of separate EMD.

5.3 Waiver in respect of SSI Units:

SSI Units registered with either the NSIC or the Dept of Industries/Govt. of AP, are eligible for exemption from submission of EMD, subject to the following conditions.

- (a) The Items offered must be in the list of Items, for which the Firm is registered.
- (b) The quoted price shall be less than the monetary limit stipulated in the Registration Certificate.

The BIDDERS who fulfil the above conditions can apply for EMD exemption duly submitting a copy of valid Certificate of Registration either with NSIC or Govt. of AP, indicating details such as Monetary Limit, details of items covered in the registration, validity period of Certificate etc. They shall obtain approval before Offer submission itself, failing which their offer will be liable for disqualification. **However, please note that exemption will be issued purely at APGENCO's discretion.**

6.0 PRICES:

- 6.1 Firm, Ex-Works Prices for **Supply, Installation & Commissioning** of 2 sets of 220 V DC, 1395 AH, YHP-27 Plante type lead acid station battery banks for unit-1&2 of Stage-I under buy back scheme including dismantling of existing bank, erection, testing and commissioning of new

banks, along with Taxes/Duties applicable and Charges for Packing, Forwarding, Freight & Transit Insurance etc, shall be indicated in the Price Schedule. **Variable prices will not be accepted.**

6.2 It is the responsibility of the Bidder, to ascertain and ensure that all taxes/duties, charges etc, as applicable on the date of submission of the Bid, have been indicated. Except for those price components, which are explicitly indicated in the offer, all others shall be deemed to be in the Bidder's scope only.

6.3 For material supplies, detailed Bill of Materials, with item-wise prices shall be furnished, wherever applicable.

6.4 Bidders shall ensure technical suitability and completeness of their offer as per tender requirements. Otherwise Bidder's Offer will be deemed to be incomplete/unresponsive and liable to be rejected.

7.0 Freight & Transit Insurance:

7.1 The Successful Bidder shall be completely responsible for the delivery of the MATERIALS covered within the scope of this Tender Specification, at RTPP site, in good condition.

7.2 They shall make their own arrangements for transporting the consignment up to RTPP site, duly ensuring that the consignment is adequately insured, to cover any and all risks during its transport, until it is delivered at Site.

7.3 **All-inclusive lumpsum Charges towards Freight, Packing & Forwarding and Transit Insurance, shall be quoted without fail, in the Price Schedule.**

7.4 For purpose of any legal construction, the supplied MATERIALS shall be deemed to pass into APGENCO's ownership only after their delivery & acceptance at site.

7.5 Loading & Unloading:

Loading of the material at firm's factory and unloading the same at Power Station end, shall be under Supplier's scope only and at their cost.

8.0 PRE-DESPATCH INSPECTION (PDI):

The Materials shall be offered for Pre-Dispatch Inspection by the authorized representatives of APGENCO, at the SUPPLIER's Works, as per the QAP/MQP approved by the Superintending Engineer/Quality Control/5th Floor/APGENCO/ Vidyut soudha/Vijayawada (i.e. Quality Control Wing), Ph:0866-2526950, email:qc.se@apgenco.gov.in, for compliance with the requirements of this Order.

9.0 DELIVERY/ COMPLETION PERIOD:

9.1 Delivery is the essence of Contract, and is subject to APGENCO's standard PENALTY Condition. The MATERIALS shall be supplied **within 3 months.** This period shall be reckoned from the date of issue of LOI/PO, whichever is earlier, until the dispatch of the material at Dr. MVR RTPP Site.

Installation & Commissioning:

A) The date for readiness of site will be confirmed in one week advance. Installation & Commissioning shall be completed within 30 days from the "declared date" for readiness of site, by the CE (O&M)/RTPP. However subject to the availability of Unit, the schedule for the above will be intimated by CE (O&M)/RTPP.

Delivery period shall be reckoned from the date of receipt of PO, until the receipt of the materials at RTPP Site, and shall take the following into consideration.

- (a) It shall include the time taken for all activities within the scope of the Supplier, such as the following.
- i) Submission of Technical Documentation viz., Drawings, QAP/MQP etc. (Date reckoned from date of receipt of PO).
 - ii) Giving inspection call after completion of manufacturing, as per approved Drawings etc. (Date reckoned from date of receipt of approved drawing/ QAP whichever is later).

- iii) Dispatch of the materials, upon receipt of dispatch clearance, road permit etc. (Date reckoned from date of receipt of dispatch clearance/Road permit whichever is later).
- (b) It shall exclude the time taken at APGENCO's end, for issue of approvals, clearances etc, during the course of execution of the contract.
- 9.2 For purpose of applying Penalty, the following will be considered.
 - (a) The total excess period of delay in carrying out the various activities in the Supplier's scope over and above the stipulated period, will be converted into weeks, with duration of less than a week being treated as a whole week.
 - (b) Materials/Equipment, which are not of acceptable quality, or are not conforming to the requirements stipulated in the Contract, will be deemed to be not delivered.

10.0 PAYMENT TERMS:

10.1.1 For SUPPLY Portion:

- (i) 70% of the basic price of the equipment, along with 100% taxes/duties & charges, will be paid within 30 days from the date of receipt of the materials at site, subject to the submission of an acceptable Performance Bank Guarantee (See Clause No.12), for 10% of the Total Order value. Balance 30% will be paid, within 30 days from the date of satisfactory commissioning of the equipment.
- (ii) The CONTRACTOR may claim 100% payment (ie., including 30% retention amount, indicated above), by submitting a Bank Guarantee for equivalent amount, with validity covering the commissioning of the equipment, and claim period for an additional six months, in addition to the requisite Performance Bank Guarantee.

10.1.2 For ON-SITE SERVICES Portion:

100% of the all inclusive price of the Services (viz., Installation, Testing & Commissioning), will be paid within 30 days from the date of satisfactory Installation, Commissioning & Performance Testing (as applicable) and disposing of the removed old/scrap battery cells from APGENCO plant premises.

10.2 Payment will be made subject to the prior submission & approval of requisite Performance Bank Guarantee(s), and also fulfilment of other contractual terms such as Test Certificate Approvals (if applicable) etc. Payment will be arranged after duly deducting amounts towards Penalty etc, as applicable.

10.3 In case any excess payment is made to the CONTRACTOR, by mistake OR any amounts are due from the CONTRACTOR to APGENCO for any reason(s), APGENCO reserves the right to recover such monies from the amounts payable to the CONTRACTOR or Bank Guarantees submitted by him, against the Contract resulting out of this specification.

10.4 Any incidental charges, such as bank charges, stamp duties etc, incurred by the CONTRACTOR during the execution of the Contract shall be to the CONTRACTOR's account only.

11.0 SECURITY DEPOSIT (SD):

11.1 The Successful Bidder shall submit Security Deposit for 2½ % of the total order value. The SD shall be submitted, within 30 days from the date of receipt of Purchase Order, by way of a Crossed Demand Draft drawn on any scheduled bank in favour of "The Pay Officer, APGENCO" payable at Vijayawada.

11.2 Alternatively, SD may be submitted by way of a Bank Guarantee (BG) issued by any nationalized bank, on a Rs.100/- non-judicial stamp paper, in the prescribed format, and as

along with Taxes/Duties applicable and Charges for Packing, Forwarding, Freight & Transit Insurance etc, shall be indicated in the Price Schedule. **Variable prices will not be accepted.**

6.2 It is the responsibility of the Bidder, to ascertain and ensure that all taxes/duties, charges etc, as applicable on the date of submission of the Bid, have been indicated. Except for those price components, which are explicitly indicated in the offer, all others shall be deemed to be in the Bidder's scope only.

6.3 For material supplies, detailed Bill of Materials, with item-wise prices shall be furnished, wherever applicable.

6.4 Bidders shall ensure technical suitability and completeness of their offer as per tender requirements. Otherwise Bidder's Offer will be deemed to be incomplete/unresponsive and liable to be rejected.

7.0 Freight & Transit Insurance:

7.1 The Successful Bidder shall be completely responsible for the delivery of the MATERIALS covered within the scope of this Tender Specification, at RTPP site, in good condition.

7.2 They shall make their own arrangements for transporting the consignment up to RTPP site, duly ensuring that the consignment is adequately insured, to cover any and all risks during its transport, until it is delivered at Site.

7.3 **All-inclusive lumpsum Charges towards Freight, Packing & Forwarding and Transit Insurance, shall be quoted without fail, in the Price Schedule.**

7.4 For purpose of any legal construction, the supplied MATERIALS shall be deemed to pass into APGENCO's ownership only after their delivery & acceptance at site.

7.5 Loading & Unloading:

Loading of the material at firm's factory and unloading the same at Power Station end, shall be under Supplier's scope only and at their cost.

8.0 PRE-DESPATCH INSPECTION (PDI):

The Materials shall be offered for *Pre-Dispatch Inspection* by the authorized representatives of APGENCO, at the SUPPLIER's Works, as per the QAP/MQP approved by the Superintending Engineer/Quality Control/5th Floor/APGENCO/ Vidyut soudha/Vijayawada (i.e. Quality Control Wing), Ph:0866-2526950, email:qc.se@apgenco.gov.in, for compliance with the requirements of this Order.

9.0 DELIVERY/ COMPLETION PERIOD:

9.1 Delivery is the essence of Contract, and is subject to APGENCO's standard PENALTY Condition. The MATERIALS shall be supplied **within 3 months.** This period shall be reckoned from the date of issue of LOI/PO, whichever is earlier, until the dispatch of the material at Dr. MVR RTPP Site.

Installation & Commissioning:

A) The date for readiness of site will be confirmed in one week advance. Installation & Commissioning shall be completed within 30 days from the "declared date" for readiness of site, by the CE (O&M)/RTPP. **However subject to the availability of Unit, the schedule for the above will be intimated by CE (O&M)/RTPP.**

Delivery period shall be reckoned from the date of receipt of PO, until the receipt of the materials at RTPP Site, and shall take the following into consideration.

(a) It shall include the time taken for all activities within the scope of the Supplier, such as the following.

i) Submission of Technical Documentation viz., Drawings, QAP/MQP etc. (Date reckoned from date of receipt of PO).

ii) Giving inspection call after completion of manufacturing, as per approved Drawings etc. (Date reckoned from date of receipt of approved drawing/ QAP whichever is later).

Scanned copies of each of the above shall be uploaded to the APGENCO **e-Procurement** Portal.

- (c) The bidder shall sign on the Statements, Documents, Certificates, uploaded by him, owning responsibility for their correctness/authenticity.
- (d) The Price Schedule format enclosed, if any, is only for reference, for the purpose of indicating the various price components that are envisaged.
- (e) The Bidders are advised to ensure that the figures indicated in the Online price Bid, match with the particulars indicated in the **uploaded Schedules**, duly indicating **clarifications/remarks** wherever necessary. In case the figures in the Online Price Bid are at variance from the particulars in this Schedules, APGENCO will adopt/consider, whichever is more favourable to APGENCO.

15.3 **No documents need to be submitted by the Bidders offline. Any offline bid submission clause in the tender document, other than that required from Successful Bidder, shall be disregarded.**

15.4 **Registration with APGENCO e-Procurement Portal:**

Only those Bidders, who are registered on the APGENCO's e-procurement Portal, i.e., <https://etender.apgenco.gov.in/irj/portal>, are eligible to participate. For any queries on registration and online bid submission, on e-Procurement Portal, the bidders may contact **HELP DESK** of Service provider on <https://etender.apgenco.gov.in/irj/portal>. Ph No.0866-2526979/980/982/944, Cell:9493120624, E-mail: erphelpdesk@apgenco.gov.in & srm@apgenco.gov.in. The APGENCO e-procurement portal provides an online self service registration facility to such of the Bidders who are already registered with the respective participating departments for supply of specified goods and services.

15.5 **Tender Document:**

- (a) The Bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document. Any clarifications shall be sought from the Tender Inviting Authority, prior to submission of Offer only.
- (b) The Bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority, from time to time, in the APGENCO e-Procurement Portal. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

15.6 **Digital Certificate authentication:**

- (a) The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on APGENCO e-procurement portal. Bids not authenticated by digital Certificate of the bidder will not be accepted on the APGENCO e-procurement portal.
- (b) For obtaining Digital Signature Certificate, all the bidders are requested go through Guidelines to bidders for participating in APGENCO's e-procurements tenders which are available in the APGENCO e-procurement portal.

15.7 **Submission of Hard copies:**

- (a) As per GO No.174 Dt.01/09/2008, the requirement for Submission of Original Hard Copies of the uploaded scanned copies of DD/BG towards EMD etc, before opening of Price Bids shall be dispensed with.
- (b) All the Bidders shall invariably upload the scanned copies of DD/BG & all other documents in APGENCO e-Procurement System. This will be the primary requirement to consider the bid responsive.
- (c) Technical Bid evaluation shall be carried out, solely based on the Documents/Certificates etc uploaded in the APGENCO e-Procurement system and Price Bids of the responsive Bidders shall be opened.
- (d) The successful bidder will be notified for submission of original hard copies of all uploaded documents, DD/BG towards EMD etc, for ensuring their genuineness/authenticity, prior to entering into agreement or placement of Order. The Successful Bidder shall, at his sole risk & responsibility, submit the same to the Tender Inviting Authority, before stipulated date & time.
- (e) In case, the successful Bidder fails to submit the Original Hard Copies of uploaded Certificates/Documents, DD/BG towards EMD etc, within the stipulated date & time (OR) if any variation is noticed in the uploaded documents and the original hard copies submitted by the successful Bidder, appropriate penal & deterrent action will be taken as per the rules in force.

- (f) If any of the documents furnished by the bidder is found, at any point of time, to be false/fabricated/bogus, such Bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

15.8 Payment Of Transaction Fee & Corpus Fund:
Not Applicable.

16.0 Opening of Tenders:

16.1 **Part-I i.e., 'Pre-qualification Bid' or PQB**, will be opened ONLINE, at the time and place indicated.

16.2 Only those tenders which contain full information and comply with the requirements regarding technical and financial requirements etc, will qualify for opening of **Part-II: 'Price Bid'**.

16.3 **It is the responsibility of the Bidder to ensure that the PRICE BID, is completely in line with the PQB. In case the terms indicated in Part-II are found to be different from those indicated in Part-I, APGENCO reserves the right to either consider the terms more favorable to APGENCO, or to reject the Bid, outright.**

16.4 Bidders are requested to ensure that they do not upload Part-II, i.e., Price Bid, along with Part-I: i.e., Pre-Qualification/Technical Bid. **APGENCO reserves the right to disqualify those Bidders, whose PQBs are found to contain Price Bids.**

16.5 **Any deviation in respective accessories/apparatus items shall also be mentioned in the deviation (Schedule-I) under technical.**

17.0 DISCLAIMER:

17.1 This Tender Specification, and any subsequent addendum/corrigendum etc, will be made available on APGENCO's portal, and can be downloaded free of cost. The Bidders shall be solely responsible, for ensuring that their Bids are completely in line with the requirements stipulated therein.

17.2 The Specifications stipulated in these documents, are indicative only. It is the responsibility of the Bidders to ensure correctness of the same. If necessary, they may depute their representatives to Site, to collect all necessary particulars etc.

17.3 Any discrepancies in the requirements stipulated in these documents, shall be brought to the notice of the undersigned, and clarifications shall be obtained prior to submission of Offer itself. *Bidders are advised not to make any assumptions or inferences, on their own.*

17.4 Notwithstanding anything stated above, APGENCO reserves the right to assess the tenderers' capability to execute the contract, should the circumstances warrant such assessment in the Overall interest of APGENCO. In respect of Qualification of the tenderers, *the decision of APGENCO is final.*

17.5 APGENCO reserves the right to split the order on more than one bidder, in any manner or reject any or all tenders without assigning any reason.

17.6 Rejection of Tenders: The tender may be rejected if it is,

- (a) Not confirming to the Tender specification.
- (b) From a black listed firm or contractor.
- (c) Incomplete and Evasive

17.7 APGENCO reserves the right,

- (a) Not to accept the lowest or any tender.
- (b) To divide/split and award the contract to one or more contractors if necessary
- (c) To revise quantum/schedule of any or all the items covered by this specification while placing orders.
- (d) To reject/cancel the tender at any stage without assigning any reason.
- (e) To relax/waive any of the conditions stipulated in the Tender specification as deemed necessary in the interest of the organization.

17.8 Regarding Online Bidding:

(a) Notwithstanding the particulars/guidelines stipulated in this document, all the bidders are advised to get themselves acquainted with the latest rules & regulations governing submission of Bids, on the APGENCO e-Procurement portal. For any queries on registration and online bid submission, on APGENCO e-Procurement website, the bidders may have to contact HELP DESK on <https://etender.apgenco.gov.in> or Email: erhelpdesk@apgenco.gov.in; srm@apgenco.gov.in; Phone:0866-2526982/944, Cell:9493120624 0866-2526980, 0866-2526969/979.

(b) It is the responsibility of the Bidder, to ensure that the scanned copies uploaded to the APGENCO e-Procurement portal, are legible.

- (c) The Bidder shall be solely responsible for ensuring that all requisite documents have been successfully uploaded. Online offers which are found to be either incomplete or corrupted are liable to be rejected.

18.0 LOSS OR DAMAGE:

- 18.1 External damages, on account of defective/inadequate packing, or shortages, if any, will be intimated to the supplier, within One month from the date of receipt of the materials at site.
- 18.2 Internal defects, damages or shortages of any integral parts which cannot ordinarily be detected on a superficial visual examination, will be intimated within TWO MONTHS from the date of receipt of materials at site.
- 18.3 In either case, the defective or damaged items shall be replaced and the shortages shall be made good by the supplier, free of cost, within a reasonable period irrespective of settlement of Insurance Claims, if any.

19.0 NEGLIGENCE & DEFAULT:

The SUPPLIER shall execute the Order with due diligence & expedition and in compliance with any reasonable instructions given, either by CE (Generation) or the concerned station CHIEF ENGINEER(s) in writing, in connection with the Purchase Order. In case of any Negligence on the part of the SUPPLIER to comply with the same, the CHIEF ENGINEER (GENERATION/RTTP) may give 21 days' notice, in writing, to the SUPPLIER, to make good any such failure or neglect or contravene. If the SUPPLIER fails to comply with the notice within the time considered to be reasonable by this Office, he may be black-listed and all business dealings with him may be suspended for a specific period, apart from forfeiture of security deposits etc.

20.0 PQB documents shall be uploaded in C-Folder Attachments (Non-Price components) only.



Superintending Engineer (Gen-II)

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SECTION-II

(Technical Requirements)

1.0 PROJECT:

2x210 MW Unit-1 & 2/Stage-I of RTPP, located in Rayalaseema Thermal Power Plant (RTPP), V.V. Reddy Nagar – 516 312, YSR Kadapa District, Andhra Pradesh.

2.0 Scope of Supply/Works:

"Supply and Commissioning of 2 sets of 220V DC, 1395AH, YHP-27 Plante type Lead acid Battery Bank on buy back basis for Unit-1 of Stage-I, Dr. MVR RTPP' with the following Technical Specifications:

S. No.	Material Description	Qty in
1	BATTERY BANK, 220VDC, 1395AH, YHP-27 High Discharge Performance Lead acid Plante Battery bank, 1395Ah, 220V DC consisting of 110 cells of 2V each, 1395Ah per set with ceramic vent plug, inter cell connector, interbank connector and fasteners in dry and uncharged condition under buy back scheme of existing Batteries. Dismantling of Existing battery bank, Installation and Commissioning of new battery bank to be carried out at free of cost.	2 Sets
2	ELECTROLYTE 1.190 SP. GRAVITY (6640 LTRS PER SET)	2 Sets
3	IRIT (INTER ROW INTER TIER CONNECTROS)	2 Sets
4	WOODEN STILLAGE STAND TYPE	2 Sets
5	HYDROMETER V2B	2 No.
6	METER, CLAMP; TYPE: DIGITAL ADDITIONAL INFORMATION: 3600	2 No.
7	THERMOMETER, GLASS; TYPE: MERCURY IN GLASS CHEMICAL	2 No.
8	SPANNER	2 No.
9	10 OZ SYRINGE	2 No.
10	PLASTIC FUNNEL 6 INCH (150 MM) DIA	2 No.
11	RUBBER SYPHONES 1/2 DIA X2 MTRS LONG	2 No.
12	APRON RUBBER	2 No.
13	GLOVES RUBBER ACID PROOF	2 No.
14	ACID RESISTING PLASTIC JUG (2LTRS CAPACITY)	2 No.
15	RUBBER BOOTS KNEE HEIGHT	2 PAA

16	VOLTMETER; TYPE: CELL TESTING; RANGE: 3-0-3 V	2 Sets
17	TORQUE WRENCH	2 No.
18	CELL, 1395AH 2V, LEAD ACID PLANTE, MAKE: EXIDE, (EX: CEL: TYP: YHP-27)	4 No.
19	INTER CELL CONNECTORS	20 No.
20	INTER ROW CONNECTORS	8 No.
21	INTER TIER CONNECTOR	4 No.
22	MICRO POROUS VENT PLUG	20 No.

Note:

- (i) **The Tenderer shall furnish detailed Specification for the offered Battery Banks.**
- (ii) **The Tenderer shall furnish buyback price and Installation & Commissioning Charges in the Price Schedule: Summary of Prices".**
- (iii) **Bidders are advised to visit the site and quote their bid**

3.0 DETAILS OF EXISTING BATTERY BANKS MAKE :EXIDE Make.

4.0 TECHNICAL REQUIREMENTS:

- 4.1 The particulars furnished in this enquiry are for general guidance. It is the responsibility, solely of the BIDDER, to supply the above items completely in line with APGENCO's requirements. Any queries shall be addressed to this Office and got clarified before submitting the quotation itself.
1. The BATTERY should conform to the standard IS1652:2019.
 2. MQP of the battery bank shall be furnished to the Superintending Engineer/ QC/ APGENCO/ Vidyut Soudha for Approval.
 3. Manufacturing shall be taken up only after approval of MQP by the Superintending Engineer/Quality Control/ Vidyut Soudha.
- i. All equipment to be supplied shall be of type tested design. The contractor shall submit for owner's approval the reports of all the type tests as listed in this specification and relevant standards carried out within last five years from the date of bid opening.
 - ii. These reports should be for the test conducted on the equipment similar to those proposed to be supplied under the specifications mentioned in PR. However if the contractor is not able to submit report of the type test(s) conducted within last five years or in the case of type test report(s) are not found to be meeting the specification requirements, the contractor shall conduct all such tests at no additional cost to the owner at third party lab and submit the reports for **Approval of Quality Control** and Test certificates for all acceptance and routine tests as per the specifications and relevant standards shall be submitted to for **QC Approval**.
 - iii. Hard rubber, fibre-reinforced plastic (FRP) containers and transparent SAN containers shall conform to **IS 1146**.
 - iv. Electrolyte The sulphuric acid and water used for the preparation and maintenance of electrolyte shall conform to **IS 266** and **IS 1069**, respectively.
 - v. Sealing Compound: Sealing compound, if bitumen based, shall conform to **IS 3116**.
 - vi. Separators: The separators used shall be synthetic and shall conform to **IS 6071**.
 - vii. The cells may also be marked with the Standard **BIS Mark**
 - viii. The complete type test reports shall be for similar or higher rating of battery in a particular batch, based on tubular dimensions being manufactured by supplier.
 - ix. The MATERIALS shall be dispatched only after issue of **MDCC** (Material Despatch Clearance Certificate) from the **SE/QC/APGENCO/Vidyut Soudha/ Vijayawada**.

- x. QC suggested to consider the procurement of new battery bank under buy back of old battery bank by supplier to avoid environmental hazards in the disposal of old battery bank which is to be replaced.

4.2 **Interchangeability:** The offered Materials shall be interchangeable with those in service at Site. The material of construction shall be identical or superior to that of the existing Battery Banks. The supplier shall be fully responsible for ensuring satisfactory fitment of the supplied items. The Supplier shall submit guarantee, fitment and interchangeability certificate and guaranteed running hours performance certificate for the supplied Batteries along with the supplies.

5.0 SUBMISSION OF FQP:

The Successful Bidder shall submit, Field Quality Plan (FQP) along with Schematic Drawings relevant Technical Data Sheets etc pertaining to the above Battery Banks to CE(O&M)/RTPP, preferably within two weeks from the date of receipt of the Letter of Intent/Purchase Order, whichever is earlier and get the same approved by the CE(O&M)/RTPP. Notwithstanding any approval issued by APGENCO, the SUPPLIER shall be solely responsible for the correctness of the same, for the consequences arising out of any errors or omissions therein, or for any litigation or liability under the contract. FQP shall be submitted for dismantling of old battery bank and for installation, commissioning & testing of new battery cells at project site.

6.0 QUALITY ASSURANCE PLAN (QAP)/ MANUFACTURING QUALITY PLAN(MQP):

6.1 The Successful Bidder shall submit a detailed QAP/MQP, covering the various Tests proposed to be conducted and the scope of Pre-Despatch Inspection by APGENCO and get the same approved by the Superintending Engineer/Quality Control Department/APGENCO/Vidyut Soudha/Vijayawada (i.e. Quality Control wing), Ph:0866-2526950, e-mail: qc.se@apgenco.gov.in. The QAP/MQP shall be submitted to the Superintending Engineer/Quality Control/Vidyut Soudha, within 15 days (preferably) from the date of issue of LOI/PO, whichever is earlier.

6.2 Manufacturing shall be taken up only after approval of the QAP and strictly in accordance with the same.

7.0 PRE-DESPATCH INSPECTION (PDI):

7.1 The materials shall be offered for pre-dispatch Inspection by the representatives of APGENCO, as per the approved QAP/MQP for compliance with the requirements of the Order. 15 days advance intimation shall be given to QC regarding inspection.

7.2 The APGENCO's authorized representative shall, at all reasonable times, have the right of access to the supplier's Works, to determine or assess compliance with the Specifications stipulated, and to witness the Tests.

7.3 **Dispatch:** The materials shall be dispatched only after above said inspection, Test Certificate approval and dispatch clearance from the Quality Wing or such inspection/(s) waived by them.

8.0 TESTS & TEST CERTIFICATES:

1. The BATTERY should confirm to the standard IS1652:2019.
2. All equipment to be supplied shall be of type tested design. The contractor shall submit for APGENCO approval the reports of all the type tests as listed in this specification and relevant standards carried out within last five years from the date of bid opening.
3. These reports should be for the test conducted on the equipment similar to those proposed to be supplied under the specifications mentioned in scope of supply. However if the contractor is not able to submit report of the type test(s) conducted within last five years or in the case of type test report(s) are not found to be meeting the specification requirements, the contractor shall conduct all such tests at no additional cost to the owner at third party lab and submit the reports for **Approval of**

Quality Control and Test certificates for all acceptance and routine tests as per the specifications and relevant standards shall be submitted to for **QC Approval**.

4. Hard rubber, fibre-reinforced plastic (FRP) containers and transparent SAN containers shall conform to **IS 1146**.
5. Electrolyte The sulphuric acid and water used for the preparation and maintenance of electrolyte shall conform to **IS 266** and **IS 1069**, respectively.
6. Sealing Compound: Sealing compound, if bitumen based, shall conform to **IS 3116**.
7. Separators: The separators used shall be synthetic and shall conform to **IS 6071**.
8. The cells may also be marked with the Standard **BIS Mark**
9. The complete type test reports shall be for similar or higher rating of battery in a particular batch, based on tubular dimensions being manufactured by supplier.
10. The MATERIALS shall be dispatched only after issue of **MDCC** (Material Despatch Clearance Certificate) from the **SE/QC/APGENCO/Vidyut Soudha/ Vijayawada**.
11. The contractor shall dispose the old/scrap battery bank (after site being handed over by APGENCO Engineer-in-charge) out of plant premises.
12. All necessary Tests/Checks etc., shall be conducted on the materials as per the latest revisions of relevant Indian/International Standards, for ensuring conformance with the requirements of this Specification.

All relevant Test Certificates, shall be submitted to the Superintending Engineer/Quality Control Department/APGENCO/Vidyut soudha/ Vijayawada (i.e. Quality Control wing), Ph:0866-2526950, e-mail: qc.se@ apgenco.gov.in (with copies marked to this Office also), for approval.

9.0 GUARANTEE PERIOD:

The supplied Battery Banks shall be guaranteed for satisfactory performance for a period of 12 months from the date of putting in service or 18 months from the date of receipt at site, whichever is earlier.

10.0 BUY BACK OF OLD BATTERIES:

The existing battery banks of Exide make 220V DC, 1395AH, YHP-27 Plante type lead acid Station Battery Banks available at Stage-I/RTPP will be handed over to the authorized representative of successful bidder on "as is where is basis" within 3 months from the date of successful Commissioning of new Battery Banks. Buy back value of old battery banks shall be deducted from the invoice of successful bidder during processing the payment to the company. Successful bidder shall make necessary arrangements to lift the old battery bank from RTPP site, without any delay after intimation from APGENCO. And APGENCO is not responsible for any financial loss occurred to the company due to delay in lifting the old Battery Banks from the site.

The following documents will be issued by the Engineer-In-Charge of APGENCO to the company while lifting the old battery banks from RTPP site.

- a) Gate pass.
- b) A letter specifying P.O.No., value of old battery bank with tax.

11.0 COMPLETENESS OF CONTRACT:

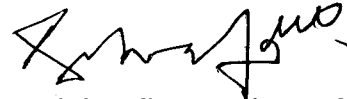
All the fitting accessories or apparatus which may not have been specifically mentioned in this tender, but which are useful or necessary for effective and satisfactory working of installed battery banks, shall be deemed to be included in this tender and shall be provided without any extra charges. The equipment shall be complete in all details whether

such details are mentioned in this tender or not and any contingent item which requires for commissioning the main equipment shall be supplied at free of cost.

12.0 INSPECTION AT RECEIVING END:

Material will be accepted after inspection by APGENCO Engineer-in-Charge of user department.

13.0 All Statutory requirements in respect of the personnel of the Contractor, viz Safety, Insurance shall be fulfilled while attending 'Commissioning' works, by the Contractor.



Superintending Engineer (Generation-II)

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SECTION-III: INSTRUCTIONS TO THE BIDDERS

The instructions given below must be read very carefully, as failure in compliance with any of these may render the offer liable for rejection. If a bidder has any doubt about the meaning of any stipulation herein, General Purchase Conditions, specification of materials or any other enclosed document, the tenderer should immediately obtain the clarification/ information in writing from the executive who has issued these documents or from the Chief Engineer (Generation).

APGENCO or CORPORATION: shall mean **Andhra Pradesh Power Generation Corporation Ltd.**, (a Govt. of A.P Undertaking), a company incorporated in India under Companies Act 1956, having its Regd. Office at Vidyut Soudha, Vijayawada-520 004, (Andhra Pradesh).

1. Earnest Money Deposit (EMD)

- 1.1. Offer must accompany with EMD for requisite amount as specified in tender enquiry failing which offer shall be liable for rejection.**

EMD can be furnished by way of DD/Pay Order/Banker's Cheque/Bank Guarantee.

- 1.2. Submission of EMD in any other form shall not be considered and shall be treated as disqualification.**

- 1.3. The EMD shall be forfeited, if the**

(i) Bidder withdraws the bid before expiry of its Validity.

(ii) Successful bidder does not accept the LOI/PO or fails to enter into a Contract within validity period of Offer.

(iii) Successful bidder fails to furnish Security Deposit within 30 days from the date of issue of LOI/PO.

(iv) The Offer is disqualified for the reasons outlined in clause 2.4 below.

1.4. Permanent/ Standing EMD:

The bidder may deposit with APGENCO, the permanent fixed deposit of Rs.5,00,000/- (Five lakhs only) as EMD in the form of DD/Pay order/ Banker's cheque. In case of BG, 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. No interest will be payable on such amount.

- 3.1 Post tender rebates or deviations in quoted prices and/or conditions or any such offers which will give a benefit to the bidder over others will not only be rejected outright but also the original offer itself will get disqualified on this account, and bidder's EMD shall be forfeited.**

- 3.2 The quoted prices must be written in both figures and words in capital letters. Alterations, if any, shall be made clearly by crossing the whole-entered rate and the bidder with his full signature and rubber stamp should attest such correction. There shall NOT be any overwriting under any circumstances; as such offers are liable for rejection. In case of any discrepancy between figures and words, the rates in words shall be considered for the purpose of evaluation.**

3.3 Bidders may note that due date and time of opening the bids shall strictly be adhered to and accordingly. However, due to declaration of unexpected holiday or any unforeseen circumstances, bids are not opened on the due date, the same shall be opened on the next working day at the same time & venue.

3.4 Standard printed conditions attached to the tender will not be accepted. Only those mentioned in the body of the Offer will be considered.

2.4 The bidder shall certify that the quoted rates are as applicable to Government Dept. / Public Sector Undertaking and in support of this they shall furnish copies of Purchase Orders received from these organizations.

3. **Validity of Offers:**

The Offers shall be valid for a period of 120 days from the date of opening of Price/Commercial Bids. The period of validity cannot be counted from any other date other than the date of opening the Price/Commercial bids. During this period bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, the EMD shall be forfeited.

4. **PAN:**

The bidder may submit along with their offers, the copy of PAN card, along with latest IT returns-

5. **Past Experience:**

The list of customers, to whom the bidder had supplied identical materials in the past along with documentary evidence with P.O. details and Performance Reports, if any, shall be furnished.

6. **Acceptance of APGENCO Payment Terms (Please refer Section-I)**

The standard payment terms shall be 100% payment within 30 days after receipt and acceptance of material at site.

7. **Price Basis:**

Kindly quote F.O.R. destination prices and Dispatch of materials through our authorized transporter. However, if the quoted rates are on Ex-Works basis, loading @ 2% towards Packing and Forwarding and 3% towards Freight charges shall be done. However, for F.O.R. Destination or F.O.R. Station of Dispatch prices, break-up of Packing and Forwarding, Freight component (inclusive of GST), GST and any other charges applicable shall be furnished.

8. **Transit Insurance:**

Bidder shall quote FOR Destination prices inclusive of transit insurance charges. However, if the price is of Ex-works or Station of Dispatch, loading shall be done @ 1% on **(Basic price + P&F +GST)** towards transit insurance by the Corporation.

9. **Taxes and Duties:**

GST as applicable.

10. **Cost Compensation for Deviation:**

Deviations specifically declared by the bidders in respective Deviation Schedules of Bid Proposal Sheets only will be taken into account for the purpose of evaluation. The bidders

are required to declare the Prices for the withdrawal of the deviations declared by them in the Deviation Schedules. Such Prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedule shall be added to the bid prices to compensate for these deviations. In case prices for the withdrawal of deviations not furnished by the bidder, the owner shall convert such deviations into a Rupee value and add to the bid price to compensate for these. In determining the Rupee Value of the deviations, the owner will use parameters consistent with those specified in the specifications and documents and/ or other information as necessary and available with APGENCO. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the deviation schedule, the EMD of bidder shall be forfeited. Bidder may note that deviation variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation schedules, save those pertaining to any rebates, shall not be given effect to evaluation and it will be assumed that the bidder complies with all the conditions of Bidding Documents. In case the bidder refuses to withdraw, without any cost to APGENCO, those deviations, which the bidder did not state in the Deviation Schedules, the EMD of the bidder may be forfeited.

11. Offers should strictly be in conformity with specifications/drawings/samples as stipulated in the enquiry. In case no deviations are indicated, it shall be taken for granted that item (s) has/have been offered strictly as per the requirements given in the enquiry.
12. **Delivery:**
The material shall be delivered within the shortest possible period, reckoned from the date of Purchase Order. In case of any deviation, bidder shall offer his best, realistic and firm delivery, which shall be specific and guaranteed. Delivery period shall be reckoned from the date of issue of LOI/P.O. whichever is the first intimation of acceptance of bidder's offer. Final date of delivery shall be evidenced by the date of despatch of materials as per transporter's Lorry Receipt/Goods Receipt/Railway Receipt/Permanent Way Bill/Advance Way Bill. In case stage inspection or pre- despatch inspection is involved, the bidder shall take into account 15 days' notice to APGENCO to depute Inspection Engineer. In view of this, delivery time will be inclusive of time taken for inspection. For delivery beyond contractual delivery period, provisions of 'General Purchase Conditions' will apply. Delivery of full ordered quantity material of similar description will only be considered for acceptance of the material, as the total contract involves commissioning also.
13. **It is not binding on APGENCO to accept the lowest or any bid. The Corporation 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. APGENCO at its sole discretion unilaterally may change the quantities to the extent of $\pm$ 20% as indicated in tender enquiry/ NIT. The successful bidder shall be bound to supply these quantities on the same rate and terms and conditions.
15. Bidders are requested to fill in the enclosed **Proforma for Terms and Conditions** and submit the same in duplicate along with their offer.
16. Orders placed against this tender enquiry shall be subject to 'General Purchase Conditions' of APGENCO, a copy of which is enclosed. **Bidders are requested to confirm acceptance in to in their Offer.**

17. Make/Brand of items offered shall be specified failing which offers are liable to be rejected. It shall be appreciated if one copy of detailed descriptive literature/ pamphlets shall be enclosed along with the Offer, which may help technical evaluation.
18. In case material offered is ISI marked/tested at any Govt. recognized test house; copies of relevant certificate shall be furnished along with the offer.
19. Test Certificate of manufacturer/Govt. Test House shall be submitted if so stipulated.
20. If the bidder is on DGS&D Rate Contract for item (s) covered in tender enquiry. A notarized copy of the same shall be enclosed along with the offer. SSI/NSIC units shall furnish a notarized copy of registration Certificate.
21. Samples shall be submitted with the Offer wherever asked for and it is to be noted that they shall only be supplementary to the Specification and would not supersede the Specification. Samples are relied upon solely to describe attributes that are not quantifiable like colour, luster feel etc. Bidder shall submit samples, freight paid, through register Post Parcel/Road transport and should ensure that samples reach APGENCO within the stipulated date and time. No cognizance will be given to such samples, which are received after the specified date and time.

SECTION-IV: GENERAL PURCHASE CONDITIONS

- 1.1 The following terms and expressions used herein shall have the meaning as indicated herein: "Supplier/Vendor/Contractor": shall mean the individual firm or company whether incorporated or otherwise in whose name the purchase order shall be addressed and shall include its permitted assigns and successors.
"Buyer/Purchaser/Corporation/APGENCO": shall mean Andhra Pradesh Power Generation Corporation Ltd., (A Govt. of A. P. Undertaking), a company incorporated in India under Companies Act 1956, having its Registered Office at Vidyut Soudha, Vijayawada – 520 004 (Andhra Pradesh).
"Contract / Agreement": shall mean the Purchase Order.
- 1.2. **Reference:** After placing of purchase order, the Purchase Order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with the purchase order.
- 1.3. **Specifications and drawings:**
Any information or details which are included in the specifications but not indicated in the drawings and vice-versa will have the same effect and meaning as if included for and shown both in the specifications and drawings. In case of any dispute between the specifications and drawings, the decision of the Corporation or its authorized representative will be final and binding.
- 1.4. **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.
- 1.5. **Waiver:**
Any waiver by the authority of any breach of the terms and conditions of the Purchase Order shall not constitute any right for subsequent waiver of any other terms or conditions.
- 1.6. **Sub-letting and Assignment:**
The supplier shall not, save with prior consent in writing of the Corporation, sublet, transfer or assign the order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibilities under the contract.
- 1.7. **Information Provided by the Corporation:**
All drawings, data and documentation that will be given to the supplier by the Corporation for the execution of the order are the property of the Corporation and shall be returned back when demanded. Except for the purpose of executing the order of the Corporation, supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the Corporation is not disclosed to any person, firm, body, corporate and/or authority and make every effort that the above information is kept confidential. All such information shall remain the absolute property of the Corporation.
- 1.8. **Name Plate:**
Equipment should be provided with name plate giving full details of manufacture, capacity and other details as specified in the relevant IS or other specification stipulated. The purchase order No. and Date and Year of supply and the words 'APGENCO' must be etched on the name plate.

1.9. Interchangeability:

All similar materials and removable parts of similar equipment shall be interchangeable with each other. A specific confirmation of this should be furnished along with the invoices for the supplies.

1.10 Materials & Workmanship:

Supplier shall fully warrant that the stores, equipment and component to be supplied against the Purchase Order shall be new and first quality, according to the specifications and shall be free from defects (even concealed faults, deficiency in design, materials and workmanship).

1.11. Spare Parts, Oils & Lubricants:

Wherever applicable, the supplier shall furnish to the Corporation, item-wise price list of spares required for two year operation and maintenance of the ordered equipment. The supplier shall also furnish necessary instructions and drawings to identify the spare part numbers and their location as well as an interchangeability chart.

1.12. 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 subcontractors and employees in execution of the Purchase Order. The supplier shall also agree to defend and hereby 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 work under the Purchase Order.

1.13. Access to supplier's Premises:

The Corporation and/or its authorized representative shall be provided access to supplier's and/or his sub-contractor's premises, at any time during the pendency of the Purchase Order, for expediting the supplies, inspection, checking etc.

1.14 Sale Conditions:

With supplier's acceptance of the provisions of the Purchase Order, any of the general/special sales conditions quoted by the bidder shall be deemed to have been waived and or cancelled.

1.15 Modifications:

This Purchase Order if placed, shall constitute an entire agreement between the parties hereto. Any modification to the purchase order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

1.16 Inspection/checking/testing:

All materials/equipment to be supplied against this Purchase Order shall be subject to inspection/checking/testing by the Corporation or its authorized representative at all stages and places, before, during and after manufacture. All these tests shall be carried out in the presence of authorized representative of the Corporation. Supplier shall notify the Corporation for the inspection of materials/equipment when they are ready, giving atleast 15 days notice. If upon receipt at our Stores, the material/equipment does not meet the specifications, they shall be rejected and returned to the supplier for repair/modification etc. or for replacement. In such cases all expenses including to- and- fro freight, re-packing charges, transit insurance etc shall be to the account of supplier. Inspection by the authorized representative of the Corporation or failure of the corporation to inspect the material/equipment shall not relieve the Supplier of any responsibility or liability under this

Purchase Order in respect of such material/equipment not be interpreted in anyway to imply acceptance thereof by the Corporation. Whenever specifically asked for by the Corporation, the Supplier shall arrange for inspection/testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspectorate, RITES etc. In such cases vendor shall adhere to the inspection/testing procedures laid down by such agencies. All expenses including inspection fees shall be to the suppliers account unless agreed to the contrary and specified in the purchase order.

1.17 **Packing and Marking:**

All materials/equipment shall be securely packed to the requirements of transportation by Rail/ Road/ Sea transport. All exposed services/ 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 Consignor, 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.

1.18 **Despatch of Materials:**

The supplier is responsible for the safe delivery of the goods 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/equipment those shall be dispatched strictly as per the provisions of Purchase Order. In case any changes in the mode of transportation and/or transporter has to be done, the same shall be done only after obtaining prior approval in writing. Normally the goods shall be dispatched through reputed transporter only. All formalities related to allotment of wagons, loading permission from Railways shall be completed by the supplier. 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, if any.

1.19 **Demurrage/Wharfage:**

If the documents are routed through Bank, any consequential charges i.e. demurrage/wharfage charges, due to late retirement of documents on account of

- (i) violation of inspection clause i.e. dispatch of materials without pre-dispatch inspection whereas Pre-dispatch inspection is required as per the conditions of P.O.
- (ii) materials dispatched after expiry of delivery period without obtaining approval in advance for extension of delivery period
- (iii) dispatch of materials not through authorized transporter as indicated in the P.O.
- (iv) late receipt of invoice or due to violation of any other clause (s) of the Purchase Order, will be to the supplier's account only. Supplier shall also be responsible for all such payments due to late receipt of RR/LR and other documents.

1.20 **Acceptance of order:**

The receipt of the Purchase Order shall be acknowledged and accepted, duly signed and stamped, within 15 days in token of having received and accepted the order.

1.21 **Jurisdiction:**

All and any disputes or differences arising out of or touching this order shall be decided only by the Courts or Tribunals situated in Vijayawada/Amaravati cities only.
For the purpose of any legal obstruction, the material, spares etc., should be deemed to pass into corporation's ownership only at the destination stores where they are delivered and accepted.

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 its subsequent amendments accepted by the Supplier even though the completion/execution of Order may take longer time than delivery period incorporated and accepted in the Purchase Order.

2.2 **Taxes, Levies and Duties:**

GST as applicable.

2.3 **Variation in Statutory Levies:**

Any variation, upward or downward, in statutory levies or new levy is introduced after opening of the bids/placement of Order under this Purchase Order shall be to the account of Corporation, unless otherwise mentioned in the P.O.; provided that in case 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.

2.4 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.

2.5 **Security Deposit (SD):**

2.5.1 The successful bidder shall furnish within one month from the date of issue of LOI/ PO (if the value of Order is above Rs. 2,00,000) Security Deposit equal to 2 ½ % of value of Purchase Order for proper fulfillment of the terms and conditions of the Contract and full execution of supplies thereof. The amount of Security shall be forfeited to the extent of financial loss suffered by the Corporation, if the Supplier fails to execute the Order and fulfill its terms and conditions.

2.5.2 Security deposit may be furnished in the shape of cash, by Demand Draft drawn on any Scheduled bank, payable to APGENCO or Bank Guarantee in lieu of cash from any Scheduled bank in prescribed Proforma which shall be furnished along with Purchase Order (Bank Guarantee shall be accepted only if amount of SD is above Rs. 10,000) or Government Securities duly endorsed in favour of APGENCO.

2.5.3 Security deposit shall be returned back to the Supplier as soon as order is fully executed and Supplier has met all contractual obligations and there is nothing outstanding either against this Purchase Order or any other Purchase Order placed by the Corporation on the Supplier.

2.6 **Terms of Payment: (Please refer Section-I)**

2.6.1 The standard payment terms shall be: 100% payment inclusive of all taxes and duties within 30 days after receipt and acceptance of materials.

2.6.2 Payments shall be made through Account Payee cheques only.

2.6.3 If the Supplier has received any excess payments by mistake or if any amounts are due to the Corporation due to any other reasons, when it is not possible to recover such amounts

- under the Contract resulting out of this Order the Corporation reserves the right to collect the same from any other amounts and/or Bank Guarantees given by the Supplier due to or with the Corporation.
- 2.6.4 When the Supplier does not at any time fulfill his obligations in replacing/rectifying etc. of the damages/defective materials in part or whole, promptly to the satisfaction of Engineer-In-Charge of APGENCO, the Corporation reserves the right not to accept the bills against subsequent dispatches made by the Supplier and under these circumstance only the Supplier will be responsible for any demurrage, wharfage or damages occurred to the consignments so dispatched.
- 2.7 **Delivery Schedule:**
Time is essence of this Order and no delay shall be allowed in the delivery time/ delivery schedule mentioned in the Purchase Order. Delivery of equipment/materials described shall be deemed to constitute acceptance of this Order and terms and conditions by the Supplier at the price specified.
- 2.8 **Liquidated Damages/ Failure and Termination:**
- 2.8.1 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, the Corporation reserves the right to recover from the Supplier a sum equivalent to 0.5% of the value of delayed materials/equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the Order.
- 2.8.2 Alternatively, the Corporation may resort to purchase the material/equipment from elsewhere at the sole risk and cost of the Supplier and recover all such extra cost incurred by the Corporation in procuring the materials by the above procedure.
- 2.8.3 Alternatively Corporation may cancel the Purchase Order completely or partly without prejudice to its right under the alternatives mentioned above.
- 2.8.4 In case of recourse to alternative 2.8.2 and 2.8.3. above, the Corporation shall have the right to repurchase the materials which is readily available in the market to meet the urgency of requirements caused by Supplier's failure to comply with the scheduled delivery period irrespective of the fact whether the material/ equipment are similar or not.
- 2.9 **Performance Bank Guarantee (Refer Section-I):**
The Supplier shall ensure that all materials/equipment under this Purchase Order shall conform to Corporation's requirements and specifications. An additional security in the form of Performance Bank Guarantee is essential for satisfactory performance of the equipment over a period of time. In view of this, Suppliers of equipment/instruments/materials/machinery shall be required to furnish a Bank Guarantee (10% of order value) as follows, against any manufacturing defects/poor workmanship/poor performance. In case any deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost. BG shall be from any Government Banks/Nationalized Banks/Public Sector Bank/Scheduled Banks or any other Banks notified by APGENCO from time to time, in the prescribed Proforma Bank Guarantee for 10% of the order value with validity up to 18 months from the date of supply of equipment.
The Corporation shall at its discretion have recourse to the said Bank Guarantee for recovery of any or all amount due from the Supplier in connection with the Purchase Order including of Guarantee obligations. Checking/approval of Supplier's drawings, inspection and acceptance of materials/equipment furnishing to effect shipment and/or work done by erection, installation and commissioning of the equipment by Corporation or any other agency on behalf of the Corporation shall not in way relieve the Supplier from the responsibility for proper performance during the Guarantee Period.
- 2.10 **Insurance:**
Supplier shall arrange suitable transit insurance cover at their risk and cost.
- 2.11 **Removal of Rejected Goods and Replacement:**

- a) If upon delivery, the material/equipment is found not in conformity with the specifications stipulated in the Purchase Order, whether inspected and approved earlier or otherwise, those shall be unacceptable to the Corporation or its authorized representative. A notification 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 notification failing which, the goods shall be dispatched 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, spares etc. In case of internal defects, damages or shortages or any internal parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or due to defective packing should be intimated within 3 months from the date of receipt of these articles. In either case the damaged or defective materials should be replaced by the Supplier free of cost to the Corporation.
- d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as company may deem proper to afford, the company 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 money available with the Corporation or by resorting to legal action.
- e) However, if any advance payment had been made by the Corporation for the goods so rejected on technical ground, rejected materials shall be returned to the Supplier after receipt of suitable replacement supplies. If the Supplier does not settle the rejection within a period of 60 days from the date of notification from stores, rejected goods shall be sent back to the Supplier at his own risk and cost. The Dispatch documents shall be negotiated through bank to recover the advance payment already made. Supplier shall make the payment to the bank and take possession of Dispatch documents so as to collect the materials from the Road Carrier.

2.12 **Force Majeure:**

- 2.12.1 The Supplier shall not be liable for delay or failing to supply the materials/ equipment for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for Force Majeure.
- 2.12.2 The vendors 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.

2.12.3 No price variation shall be allowed during the period of Force Majeure and liquidated damages would not be levied for this period.

2.12.4 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 return any materials issued to him by the corporation and release facilities, if any provided by the corporation.

2.13 **Cancellation of Order:**

The Corporation 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 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.



Superintending Engineer (Generation-II)

9/5

BID SCHEDULES

SCHEDULE-A: Proforma Of Letter Of Authority
(To be furnished on Principal's Letterhead)

M/s Andhra Pradesh Power Generation Corporation Ltd

Dear Sirs,

Ref: NIT No.

Due opening date_____

@@@

In connection with your above tender enquiry, We hereby authorize, M/s_____
 _____ (Name, full address, Telephone, e-mail & Fax Nos) _____ to act as an agent on our behalf.

We confirm that any offer/commitment made by them including price, Technical Specifications and Delivery Schedule, shall be binding to us and we further confirm that we shall fully abide by the said conditions.

This authority shall be irrevocable and remain valid during the period of contract, if awarded by APGENCO.

Thanking you,

Yours faithfully,

Name of the Tenderer : _____
Signature of Authorized Representative : _____

Name : _____
Designation : _____
Date : _____

Seal of the Company

SCHEDULE-B: General Details of the Bidder

(1)	Name and address of the Tenderer Ph No., Fax No. & e-mail id	:	
(2)	Whether Individual, Proprietary, Pvt or Public Ltd Co.	:	
(3)	Qualification of the Tenderer, if he is professionally qualified.		
(4)	Details of Board of Directors	:	
(5)	Name & Designation of an authorized Officer at Bidder's Works to whom reference shall be made for expeditious technical co-ordination, in the event of placement of Order	:	
(6)	Place of Manufacturing & Testing Facilities, QC setup etc.	:	
(7)	Manufacturing Capacity	:	
(8)	Details of stores or class of stores which the factory, as equipped is capable of production (Specifying each item separately)	:	
(9)	Whether stores were tested to any Standard Specification, if so copies of original Test Certificates (latest) should be submitted in triplicate.	:	
(10)	Details of Servicing facilities, if applicable	:	

Documents to be furnished/enclosed:

- (a) Copy of Partnership Deed/Articles of Association, if applicable.
- (b) Copies of Certificate of Registration with Govt. Departments etc.
- (c) Copy of Certificate Registered as SSI unit with either the NSIC or the Dept of Industries/
Govt. of Andhra Pradesh, if applicable
- (d) Any other relevant documentation.

	Name of the Tenderer	:	_____
	Signature of Authorized	:	_____
	Representative	:	_____
	Name	:	_____
	Designation	:	_____
Seal of the Company	Date	:	_____

SCHEDULE-C: Qualification Requirements - Compliance

S.No.	Qualification Requirement Stipulated	Remarks including Details of relevant Documents enclosed, wherever applicable	Compliance Status (Yes/No)
(a)	Whether requisite Earnest Money Deposit is submitted.		
(b)	Whether, the Bidder have submitted, latest Solvency Certificate , issued on or after 01.04.2026 by any Nationalized Bank/Reputed Scheduled Bank, evidencing that the bidder is solvent for a sum not less than Rs.1 cr		
(c)	The Bidder shall have annual financial turnover of Rs. 2.70 Crores in any one year in the last three financial years. To this effect the bidder shall submit Audited Financial Statements or turnover certificate for the last Three Financial Years.		
(d)	Whether, the Bidder is a MANUFACTURER of 220 V DC, 1395 AH Plante type lead acid station battery banks, with experience in satisfactory execution of Supply, Installation & Commissioning of Batteries in Generating Units of capacity 210MW or more/ any industrial establishment/any hydel power plants having units capacity equal to or more than 25 MW. Or An Authorized Dealer for Manufacturer/ Supplier satisfying the above requirement.		
(e)	Equipment of the make and type to that offered against this Tender, must have performed satisfactorily, in 210MW or higher capacity Units/ any industrial establishment/any hydel power plants having units capacity equal to or more than 25 MW, for at least Five Years from the date of their installation, in at least two locations. (Copies of Performance Certificates issued by at least 2 end users, from Public Sector Power Utilities, shall be furnished)		
(f)	Whether, all Bid Schedules duly filled in signed & stamped are submitted.		

NOTE:

Bidders are advised to ensure that they furnish all particulars and documentary evidence such as Copies of Orders, Performance reports from Owners/Organizations and etc, as stipulated in Section-I, in support of **fulfilment of stipulated Qualification Requirements**.

Name of the Tenderer : _____

Signature of : _____
Authorized Representative

Name : _____

Designation : _____

Seal of the Company **Date :** _____

SCHEDULE-D: Financial Standing of the Bidder

(Copies of Audited balance sheets/Profit & Loss statements for the last three Financial years, showing details of annual turnover, debt, equity ratio and other relevant financial parameters and the proof of their credit standing may be furnished).

The following particulars may be filled in.

(I)

S.No.	Name of the Bank	Actual balance at the credit (Rs)	Permissible overdraft (Rs)	Total credit (Rs)	Remarks

(II)

S.No.	Year	Copies of Audited balance sheets/ Profit & Loss statements Enclosed or Not	Turnover in Rs.	Remarks
1.	FY 2022-23			
2.	FY 2023-24			
3.	FY 2024-25			
4.	FY 2025-26			

Note: FY: Financial Year

Name of the Tenderer : _____
Signature of Authorized Representative : _____

Name : _____
Designation : _____
Date : _____

Seal of the Company

SCHEDULE-E

PREVIOUS EXPERIENCE IN SIMILAR SUPPLIES AND PRESENT ORDERS ON HAND

S. No.	Description of Equipment	Particulars of organization for which equipment is supplied & installed	Value of order PO	Period of completion as per order	Period in which actually completed	Principal features like major items major difficult situations if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

NOTE:

Bidders are advised to ensure that they furnish all particulars and documentary evidence such as Copies of Orders, Invoices (to evidence supplies), Performance reports from Owners/Organizations etc, in support of **fulfilment of stipulated Qualification Requirements.**

	Name of the Tenderer	:	_____
	Signature of Authorized Representative	:	_____
	Name	:	_____
	Designation	:	_____
Seal of the Company	Date	:	_____

SCHEDULE-F : TECHNICAL PARTICULARS

Note: The Bidder shall furnish the **Scope of Supply** as envisaged in his Offer, Technical Particulars (as stipulated in Section-II) for the Offered Items, Special features/characteristics etc, in detail, in the Schedule, duly enclosing Technical Catalogues, Brochures, Drawings etc.

(I) **SCOPE OF SUPPLY:**

(II) **TECHNICAL PARTICULARS (including details of Bought Out Items, as applicable) :**

(III) **DOCUMENTS ENCLOSED:**

<i>Name of the Tenderer</i>	:	_____
<i>Signature of Authorized Representative</i>	:	_____
<i>Name</i>	:	_____
<i>Designation</i>	:	_____
<i>Date</i>	:	_____

Seal of the Company

[illegible]

Seal of the Company

SCHEDULE-H : TERMS AND CONDITIONS

Bidders are requested to fill in the blank spaces and send the same along with their offer, in duplicate. Otherwise their offer will be either treated as non-responsive or suitable cost will be compensated for deficiencies as deemed fit by the Corporation.

1.	Offer / Quotation No. & Date	:	
2.	Name of the bidder & Contact details Mobile No, e-mail id:	:	
3.	Goods & Service Tax (Enclose Copy of Regn. Certificate)	:	
4.	DGS&D's Registration No., if any (Enclose copy of rate contract, if any)	:	
5.	NSIC/SSI Registration No., if any (Enclose Copy of Regn. Certificate)	:	
6.	Place of Despatch	:	
7.	Whether quoted for complete scope stipulated in the Tender	:	Yes/No (Bids shall be submitted for complete scope)
8.	Packing and forwarding charges (incl. GST) [If not included in the Basic Prices in (4) of Schedule-C]	:	Lumpsum / @____% of the Basic Prices
9.	GST	:	____%
10.	Any other Taxes/Duties etc (as on the date of Bid submission)	:	____% on ____ (Unless indicated explicitly, they will be deemed to be Nil)
11.	Charges for Transportation up to Site (incl. GST etc)	:	@____% of ____
12.	Charges for Insurance Cover for Transport (incl. GST)	:	@____% of ____
13.	Bank charges	:	To be borne by seller.
14.	Any other Charges	:	(Unless indicated explicitly, they will be deemed to be Nil)
15.	Delivery Period / Completion Period	:	____ weeks for supplies and ____ weeks for installation and commissioning. (est possible period shall be indicated)
16.	Whether delivery will be made in whole or in a phased manner	:	
17.	Mode of dispatch	:	
18.	EMD Details	:	

We confirm acceptance for the following:

19	Scope of Supply & Technical Specifications	:	As per APGENCO's terms stipulated in the Tender Specification.
20	Freight up to Site	:	Transportation of the materials up to Site, will be arranged by the supplier, and prices are quoted keeping this in view. Loading of the materials and Unloading the same at site, shall be under the Supplier's scope only.
21	Transit Insurance	:	Insurance for Transport up to & delivery of the materials at Site, will be arranged by the supplier, against their own Open Insurance Policy and prices are quoted keeping this in view.
22	Pre Dispatch Inspection (PDI)	:	As per APGENCO's terms stipulated in the Tender Specification.
23	Validity of Offer	:	120 days from the date of opening of Part-II, ie., Price/ Commercial Bid.
24	Payment	:	As per APGENCO's terms stipulated in the Tender Specification (No deviations will be accepted) .
25	Penalty/Recovery of Liquidated Damages	:	As per APGENCO's terms stipulated in the Tender Specification.
26	Part order	:	Acceptable.
27	Price Variation	:	The prices quoted will remain firm till the execution of full order <i>(In case of any specific price variation formula, the same shall be mentioned)</i> .
28	Rate Certificate	:	It is Certified that prices quoted herein are the same as applicable to other Government Departments/Public Sector Undertakings.
29	Guarantee period	:	As per APGENCO's Terms, stipulated in the Tender Specification.
30	QAP/MQP	:	Will be submitted, as per APGENCO's Standard Quality Plan format, enclosed to the Tender Specification.
31	Tests & Test Certificates	:	As per APGENCO's terms stipulated in the Tender Specification.
32	Interchangeability	:	It is Certified that the quoted items are interchangeable with the existing battery banks available at Unit#3&4/RTPP and if fails to interchange, the same shall be replaced free of cost.
33	Security Deposit	:	As per APGENCO's terms, stipulated in the Tender Specification.
34	10% Performance BG	:	Will be submitted for 10% of the Total Order value, as stipulated in the Section-I of Tender Specification.
35	Jurisdiction	:	As per APGENCO's terms.

Seal of the Company

Name of the Tenderer : _____
 Signature of Authorized Representative : _____
 Name : _____
 Designation : _____
 Date : _____

SCHEDULE-I: DEVIATIONS

Dear Sirs,

SUB: Tender Speciation No.

-oOo-

We hereby confirm that the following are the only Deviations and Variations, (both Technical as well as Commercial), from the Specifications/Requirements stipulated in the aforesaid Tender. These are irrespective of what-so-ever has been stated to the contrary anywhere else, in Our Offer No._____, Dt._____. These Deviations and Variations are exhaustive and except for these, the entire project will be executed as per the requirements of the aforesaid Enquiry.

S.No.	Description of Deviation	Ref. of Page & Clause of Bid Documents	Monetary implications of the conditions, in case of withdrawal	
			(Rs. in figures)	(Rs. in Words)
	<u>(A) Technical</u>			
	<u>(B) Commercial</u>			

Note: The Tenderer should indicate, in this Schedule, the amount(s), if any, which he would charge extra (in addition to the rates quoted by him), for withdrawing his conditions/deviations & accepting the condition as stipulated in the Enquiry.

Name of the Tenderer : _____
Signature of Authorized Representative : _____
Name : _____
Designation : _____
Date : _____

Seal of the Company

ANNEXURE - I

We are hereby submitting our "**Consent/Willingness**" for arranging payment against the subject enquiry, through "**Automated payment system through M/s SBI e-payment portal**" proposed by APGENCO duly certifying/accepting for the below mentioned conditions requested by APGENCO:

- (a) We will not request for change of below mentioned Bank Account of our firm during the currency of the contract.
- (b) We will not request for issue of cheque or other mode of payment during the currency of the contract after implementation of automated system.
- (c) We have noted that APGENCO have no responsibility in any manner for any technical glitches/problems/malfunctioning of the Bank Portal etc., during the course of transfer of funds through Bank Portal.

(d) **The Details of our Bank account is as follows:**

Sl.No	Description	Details
1	Name of the Work	
2	Enquiry Reference	
3	Full Name of the Beneficiary as per Bank records	
4	Bank Account Number	
5	Name of the Bank	
6	Branch Name with Complete Address, Telephone/Fax Number and Email ID	
7	Branch Code (If any)	
8	Type of Account (Savings/Current/Cash Credit etc)	
9	The 9 Digit MICR code of the Branch (as appearing on the MICR cheque)	
10	IFSC Code	
11	E-mail ID of Beneficiary	
12	Permanent Account Number (PAN) of the Beneficiary	
13	GST Registration Number of the Beneficiary	

Encl: (1) **Cancelled Cheque** (2) **PAN Copy** (3) **GST Registration copy.**

Station :
Date :

Signature:

(
NAME OF THE FIRM
WITH OFFICE SEAL
)

ANNEXURE -II

(A) GUIDE-LINES FOR SUBMISSION OF BANK GUARANTEE (BG)/INSURANCE SURETY BONDS :

The Bank Guarantee/Insurance surety Bond shall fulfill the following conditions failing which it shall not be considered valid:

- (1)** Bank guarantee shall be executed on non-judicial stamp paper of applicable value ***purchased in the name of bank.***
- (2)** Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
- (3)** The contents of the bank guarantee shall be as per APGENCO proforma.
- (4)** The bank guarantee should be executed by a nationalized / scheduled Bank.
- (5)** The executor of bank guarantee (Bank 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, deletions in the bank guarantee should be authenticated by signature of bank officials signing the bank guarantee.
- (7)** Each page of the bank guarantee shall bear the signature and seal of the Bank.
- (8)** Two persons should sign as witnesses mentioning their full name, AADHAAR No and address.

(B) BANK GUARANTEE CHECK LIST :

Sl. No	Checklist	YES	NO
1(a)	Is the BG 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?		
1(c)	Is the Non-Judicial stamp paper purchased in the name of bank.		
2	Whether the BG has been issued by a scheduled Bank or Bank acceptable to APGENCO (applicability of the bank should be in line with the provision of tender documents).		
3	Is the foreign bank guarantee, confirmed by a Nationalized/ scheduled bank in India (as applicable)?		
4	Does the content of BG compared with standard APGENCO Proforma?		
5	Is the amount and validity of BG 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 authenticated under the signature and seal of Executing Officer of the Bank?		
7(a)	Has the executing officer of the bank indicated his name, designation and power of attorney No. / Signing Power No. etc. on BG?		
7(b)	Is each page of BG 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 and under the seal of the Bank?		
7(c)	Is BG No. and Date mentioned on all the pages of BG?		
7(d)	Does the last page of BG carry the signature, AADHAAR No & address of two witnesses alongside the signature of the executing officer?		

BG PROPORMAS

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)
PROFORMA OF BANK GUARANTEE FOR THE EARNEST MONEY DEPOSIT (EMD)

Bank Guarantee No: _____

Date: _____

Valid Upto: _____

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 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 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:

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)
PROFORMA OF BANK GUARANTEE FOR THE 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:

(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:

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:

FORM OF INSURANCE SURETY BOND FOR BID SECURITY (EMD)

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)

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 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.
5. 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.
6. 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 fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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).
13. 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.
14. 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)

Price Bid
(Summary of Prices)

Name & Address of Bidder:

To
The Superintending Engineer (Generation-II),
O/o.CE(Generation), APGENCO,VS, Vijayawada.

Dear Sirs,

Ref: Our offer No _____ dated _____, against Enquiry No. _____

We declare that following are our prices for "Supply of 2 sets of 220 V DC, 1395 AH, YHP-27 Plante type lead acid station battery banks for unit-1&2 of Stage-I under buy back scheme including dismantling of existing bank, erection, testing and commissioning of new banks". These prices are for the entire scope of Supply as indicated in your specification and documents, terms and conditions mentioned in Bid Documents except for the deviations incorporated in the Statement of Deviations.

SNo	Material/Work Description	Quantity	Unit Basic Price (Rs)	Total Price (Rs.)	P&F Charges (Rs.)	HSN Code as per GST Act	GST (%)	GST Amount (Rs.)	Any other charges/taxes/levies (Rs)	Freight inclusive of GST (Rs)	Transit Insurance inclusive of GST (Rs)	TOTAL F.O.R.D Price (Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1	BATTERY BANK, 220VDC,1395AH High Discharge Performance Lead acid Plante Battery bank, 1395Ah ,220V DC consisting of 110 cells of 2V each,1395Ah per set with ceramic vent plug, inter cell connector, interbank connector and fasteners in dry and uncharged condition under buy back scheme of existing Batteries. Dismantling of Existing battery bank, Installation and Commissioning of new battery bank to be carried out at free of cost.	2 Sets										
2	ELECTROLYTE 1.190 SP. GRAVITY (6640 LTRS PER SET)	2 Sets										

SNo	Material/Work Description	Quantity	Unit Basic Price (Rs)	Total Price (Rs.)	P&F Charges (Rs.)	HSN Code as per GST Act	GST (%)	GST Amount (Rs.)	Any other charges/taxes/levies (Rs)	Freight inclusive of GST (Rs)	Transit Insurance inclusive of GST (Rs)	TOTAL F.O.R.D Price (Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
3	IRIT (INTER ROW INTER TIER CONNECTROS)	2 Sets										
4	WOODEN STILLAGE STAND TYPE	2 Sets										
5	HYDROMETER V2B	2 No.										
6	METER, CLAMP; TYPE: DIGITAL ADDITIONAL INFORMATION: 3600	2 No.										
7	THERMOMETER, GLASS; TYPE: MERCURY IN GLASS CHEMICAL	2 No.										
8	SPANNER	2 No.										
9	10 OZ SYRINGE	2 No.										
10	PLASTIC FUNNEL 6 INCH (150 MM) DIA	2 No.										
11	RUBBER SYPHONES 1/2 DIA X2 MTRS LONG	2 No.										
12	APRON RUBBER	2 No.										
13	GLOVES RUBBER ACID PROOF	2 No.										
14	ACID RESISTING PLASTIC JUG (2LTRS CAPACITY)	2 No.										
15	RUBBER BOOTS KNEE HEIGHT	2 PAA										
16	VOLTMETER; TYPE: CELL TESTING; RANGE: 3-0.3 V	2 Sets										
17	TORQUE WRENCH	2 No.										
18	CELL, 1395AH 2V, LEAD ACID PLANTE, MAKE: EXIDE, (EX: CEL: TYP: YHP-27)	4 No.										
19	INTER CELL CONNECTORS	20 No.										

SNo	Material/Work Description	Quantity	Unit Basic Price (Rs)	Total Price (Rs.)	P&F Charges (Rs.)	HSN Code as per GST Act	GST (%)	GST Amount (Rs.)	Any other charges/taxes/levies (Rs)	Freight inclusive of GST (Rs)	Transit Insurance inclusive of GST (Rs)	TOTAL F.O.R.D Price (Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
20	INTER ROW CONNECTORS	8 No.										
21	INTER TIER CONNECTOR	4 No.										
22	MICRO POROUS VENT PLUG	20 No.										
23	Dismantling of Existing Exide make plante type lead acid battery bank of 1395 AH, 220 V DC and Installation, Testing & Commissioning of above new Battery Banks.											
24	LESS : Buy back price of Existing Exide make Battery Banks including transportation from APGENCO/RTTP site to Successful Bidder Godown.											
Total												

Note: (a) The GST shall be as applicable on the date of submission of Bid. It is the Bidder's responsibility to ascertain the same.

(b) All-inclusive lump sum Charges (including GST etc) towards P&F, Freight & Transit Insurance, shall be quoted without fail, in the Price Schedule.

(c) The Tenderer shall furnish detailed Specification for the offered Material along with list of Standard accessories, T&P, Spares etc and their item wise Prices.

Superintending Engineer (Generation-II)

5/6

Name of the Bidder

Signature of Authorized Representative

Name

Designation

Date

Seal of the Company