

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED
ABSTRACT

APGENCO – Modification of B.G Formats in place of the Existing B.G. Formats –Amendment to Purchase Management System Manual -Orders – Issued.

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G.O.O.No. 201/CGM(Adm,IS &ERP)/2019

Dated. 31.10.2019

Read the following:-

- 1) G.O.O. No. 129/JS(PER)/2016, Dt. 15.07.2016
- 2) Minutes of 167th Board Meeting, held on 26.09.2019

ORDER :-

The APGENCO Board in its 167th Board Meeting held on 26.09.2019 has approved to modify the B.G. Formats in place of the existing B.G. Formats in the Purchase Management System Manual.

02). The following Revised Formats of Bank Guarantees are appended to this G.O.O and shall be followed scrupulously henceforth in place of existing B.G. Formats of the Purchase Management System Manual.

Sl.No.	Description of B.Gs
1	B.G. Format for Advance payment to be made by APGENCO
2	B.G. Format for EMD
3	B.G. Format for Security Deposit
4	B.G. Format for Performance Guarantee
5	B.G. Format for Permanent EMD
6	B.G. Format for Permanent Security Deposit
7	B.G. Format for Permanent Performance Guarantee

03). These orders are also available on APGENCO website and can be accessed at the address <http://www.apgenco.gov.in>

(BY ORDER AND IN THE NAME OF ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED)

B. SREEDHAR
MANAGING DIRECTOR

//Contd...on page-2//

To
All the Executive Directors
All Chief Engineers
All FA&CCAs/Dy.CCAs
All Superintending Engineers
All Executive Engineers
The Chief General Manager (Adm, IS & ERP)

Copy to the :-

PS to Chairman/APGENCO
PS to Managing Director/APGENCO
SAO to Director (Finance & Commercial)/APGENCO
Dy.EE(Tech) to Director (Thermal)/APGENCO
Dy.EE (Tech) to Director (Hydel)/APGENCO
Dy.EE (Tech) to Director (HR&IR)/APGENCO
PA to the Company Secretary/APGENCO
PA to Chief of Vigilance & Security/APGENCO
All Dy.CCAs/ Dy.Secretaries/All Assistant Secretaries/APGENCO.
Pay Officer/Accounts Officer(CPR)/APGENCO.

The General Secretary, APEE Union (Regd.No. 1104) (Recognized), Vidyut Sakha Bhavan, Maharani Peta Post, Visakhapatnam -2.

The General Secretary, APSE Union (Regd.No. 327) (Recognized), Q.No. JE-337, Security Colony, Dr.NTTPS, Ibrahimpatnam, Dist: Krishna-521 456

The General Secretary, Telugunadu Vidyut Karmika Sangham (Regd.No. B-1245),H.No. 48-9/10, Munneswara Nilayam,Viswam Nagar, Behind CBR Residency, Gunadala, Vijayawada.

The General Secretary, APPGE Union (Regd.No. E-1535), SRT-30, A-Colony, Dr.NTTPS, Ibrahimpatnam, Dist: Krishna – 521 456.

The General Secretary, APGENCO Chemist's Association(Regd.No. 756), O/o Chief Chemist, O&M, Dr.NTTPS, Ibrahimpatnam, Dist Krishna – 521 456.

The General Secretary, APGENCO Civil Engineer's Association, (Regd.No.1344/2012), Qtr. No. DE-31, C Colony,Dr.NTTPS, Ibrahimpatnam – 521 456.

The General Secretary, APSEB Assistant Engineers' Association, (Regd.No. 1185/1977), Flat No. 301, Sai Fortune Apartments, Ramavarppadu, Vijayawada – 521 108.

The General Secretary, GENCO Mechanical Engineers Association, (Regd.No; 1805/2002), Quarter No. E-109, V.V.Reddy Nagar, Erraguntla (M), Dist: Kadapa – 516 312

The General Secretary, AP Vidyut Shakthi Employees Union (Regd.No. H-155), H.No. G-207, RTPP V.V.Reddy Nagar, Kalamalla, Dist: Kadapa.

The State General Secretary, Electricity Backward Classes Employees Welfare Association, (Regd.No. 1681/2006), SRT 26, A- Colony, Dr.NTTPS, Ibrahimpatnam, Dist: Krishna.-521 456.

The General Secretary, Electricity OC Employees Welfare Association, Regd.No. (1088/2008), SRT 20, Security Colony, Dr.NTTPS, Ibrahimpatnam, Dist: Krishna.

The General Secretary, APGENCO Personnel Service Employees Welfare Association (Regd.No. 299/2008) 5th Floor, Vidyut Soudha, Vijayawada – 500 004.

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The General Secretary, Andhra Pradesh State Electricity Accounts Officers Association (Regd.No. 387/2014) D.No. 74-2-1/1, F-203, Tirumala Residency Pandaripuram, Ashok Nagar, Vijayawada, Dist:Krishna

The General Secretary, JAO's Association (Regd. No. 1967/2005),APGENCO, Vidyut Soudha, 5th Floor, Gunadala, Vijayawada – 520 004.

The General Secretary, APGENCO Accounts Officers Association, APGENCO Vidyut Soudha, 5th Floor, Gunadala, Vijayawada – 520 004.

The General Secretary, All Projects Electricity Employees Union (Regd.No. 1076) Onukudelli, Dist: Koraput, Orissa.

The President, Andhra Pradesh Electricity Staff & Workers Union Regd.No. H-64), Affiliated to AITUC, Qtr.No.UD/LD-378, B.Colony, New Quarters, Dr.NTTPS, Ibrahimpatnam, Vijayawada.

The General Secretary, Andhra Pradesh State Vidyut Scheduled Tribe Employees Welfare Association (Regd.No. 956/78), Flat No. 102, Sri Ram's Residency, Patamata, Vijayawada – 520 010.

The General Secretary, Andhra Pradesh Power Employees Union (Regd.No. II-129), H.No. G-207, RTPP V.V.Reddy Nagar, Kalamalla, Dist: Kadapa.

The State President, AP Electricity Employees Muslim Minority Association, Regd.No. 151/2010), D.No. 12/3-670/1, Jesus Nagar, Opp. D4 Section, APCPDCL, Anantapur.

The State General Secretary, AP Vidyut Shakhi Employees Union (Regd.No. H-155), Door No. 13-110/1, Dr.NTTPS, Ibrahimpatnam, Dist: Krishna 521 456

Madiga Vidyut Employees Welfare association (Regd.No,251/2017), D.No.25-26-12, 4th Lane, Jospheh Nagar, Lalpuram Road, Guntur-522004.

A.P.State General Secretary, Andhra Rastra Power Employees, Union G-445, D.No.77-16/1-27C, A.S.Nagar, Vijayawada-510015.

State General Secretary, Mala Vidyut Employees Welfare Association, A.P., Regd.239/2015, SRT-27, S-Colony, Dr.NTTPS, Ibrahimpatnam-521 456.

Secretary General, APSEB SC & ST Employees Welfare Association, (Regd.No.1589/1992), Q.No.SRT-28, A- Colony, Dr.NTTPS Ibrahimpatnam, Krishna District – 521 456.

The Secretary General, APGENCO Diploma Engineers Association, (Regd.No. H-48), affiliated to APPGEU (Regd. No. E-1535), H.Q. VTPS, SRT-30, 'A' Colony, Ibrahimpatnam, Krishna District.

The Secretary General, APSEB Engineers Association, (Regd.No.874/1975), Ground Floor Vidyut Soudha, Gunadala, Vijayawada.

The General Secretary, AP Power Diploma Engineers Association,(Regd.No. B-473) FlatNo. 553, Indira Towers Beside American Hospitals, Near (PWD) Grounds Vijayawada,

Stock File/Spare.

C.No. CGM(Adm, IS & ERP)/DS(Estt)/AS(Reg)/PO.(Reg)/F.No.61/2019

//FORWARDED:: BY ORDER//


PERSONNEL OFFICER (Reg) (FAC)

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

**PROFORMA OF BANK GUARANTEE FOR THE ADVANCE PAYMENT To BE MADE BY
APGENCO**

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 the 'APGENCO' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the 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 awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ (hereinafter called "the Contractor" which expression shall include its successors and permitted assigns) a Contract Ref No.....datedvalued at Rs.....(Rupees ----
-----)(in words.....) for (hereinafter called the 'Contract')

And whereas the APGENCO has agreed to advance to the Contractor, a sum of Rs..... (Rupees..... only), equivalent to__% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by undertaking guarantee for Rs ----- (Rupees -----) from a Bank as hereinafter appearing.

We,, (hereinafter referred to as the "Bank"), having Registered/Head office at and a branch at being the Guarantor under this Guarantee, 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 -----).

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......

We undertake to pay unconditionally to the APGENCO any money so demanded notwithstanding any dispute(s) raised by the 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 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 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 and that it shall continue to be enforceable till all the dues of the APGENCO under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We (indicate the name of the Bank) further agree 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 or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the APGENCO against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the APGENCO or any indulgence by the APGENCO to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, _____ (indicate the name of the Bank) also agree that the APGENCO at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the APGENCO may have in relation to the Contractor's liabilities.

Furthermore, we _____ (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

This Guarantee shall remain in force up to and including..... and shall be extended from time to time on the request of the APGENCO for such a period as may be desired by the APGENCO.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the APGENCO in terms hereof.

We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the APGENCO in writing.

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
- c) Unless the Bank is served a written claim or demand on or before _____ (claim period) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

In witness where of signed this Guarantee on this ____ Day ____ Year ____ for ____ Bank at ____

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

Designation:

Address:

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

PROFORMA OF BANK GUARANTEE FOR THE EARNEST MONEY DEPOSIT
(EMD)

Bank Guarantee No:

Date:

Valid Up to:

Claim Period up to:

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

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

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

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

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

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

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

We,(indicate the name of the Bank) lastly undertakes not to revoke this guarantee during its currency except with the previous consent of

the APGENCO in writing. Furthermore, we (indicate the name of the Bank) accept that

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

In witness where of signed this Guarantee on this _____ Day ____
Year ____ for ____ Bank at

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

Designation:

Address:

(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 liability 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 previous consent of the APGENCO in writing. Furthermore, we (indicate the name of the Bank) accept that

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

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

PROFORMA OF BANK GUARANTEE FOR THE PERFORMANCE
(PBG)

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 previous consent of the APGENCO in writing. Furthermore, we (indicate the name of the Bank) accept that

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

(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 thereunder 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 previous 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 PERMANENT SECURITY DEPOSIT
(PSD)**

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 the Tenderer(s)/Contractor(s)/Vendor(s) and Supplier(s) whose tenders are accepted for supply of materials or rendering services or execution of works etc., furnishing a Permanent Security Deposit (PSD) to the extent of 2.5% of total value of Contracts/Purchase Orders/Work Orders on the supplies, services & works in the shape of Bank Guarantee in lieu of Cheque/Demand Draft for the satisfactory fulfillment of the Contracts/ Purchase Orders/Work Orders without a separate payment of security deposit for each and every Contract/ Purchase Order/Work Order, wherever the SD is not more than Rs. 20.00 lakhs (Rupees Twenty 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 Security Deposit and the APGENCO has agreed to accept the same and the obligations of the Tenderer/Vendor /Contractor / Supplier have been

incorporated in agreement dated..... which shall be read as part of this guarantee.

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 Tender.

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 our liability for payment hereunder and the 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 undertake not to revoke this guarantee during its currency except with the previous 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 Contracts/Agreements/Purchase Orders/Work Orders.

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 PERMANENT PERFORMANCE
(PPBG)**

Bank Guarantee No:

Date:

Valid Up to:

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 has afforded a facility to the Tenderer(s)/Contractor(s)/Vendor(s) and Supplier(s) whose tenders are accepted for supply of materials or rendering services or execution of works etc., for furnishing a Permanent Performance Bank Guarantee (PPBG) for making payment without effecting recovery to the extent of 10% of the total value of Contracts/Agreements/ Purchase Orders/Work Orders towards Performance Guarantee on the supplies, services & works for the satisfactory fulfillment of the Contracts/Agreements/ Purchase Orders/Work Orders without furnishing a separate Bank Guarantee for each and every Contract/ Agreement/Purchase Order/Work Order, wherever the Performance Guarantee value is not more than Rs. 40.00 lakhs (Rupees Forty Lakhs only) in a single case/ Contract/ Agreement/Purchase Order/Work Order.

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 Performance Guarantee and the APGENCO has agreed to accept the same.

At the request of _____[Tenderer/Contractor/ Supplier] 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 our liability for payment hereunder and the 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 successful completion of the contractual obligations of Tenderer/Vendor /Contractor / Supplier. 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 previous 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 Contracts/Agreements/Purchase Orders/Work Orders.

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: