

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED
Vidyut Soudha, Vijayawada-520004

Specification No. e-1005078/HPC&HP/SPV Modules/APGENCO/2026

(Two Part Bid)

Supply, testing, packing and forwarding, insurance, transportation and unloading of 1.65 MWp SPV modules, ground-mounted, grid-connected of capacities 320 Wp / 325 Wp / 330 Wp Solar Photovoltaic (SPV) modules at 400 MW Solar Power Project site at Talaricheruvu, Tadipatri, Ananthapuramu District, Andhra Pradesh.

(or)

Alternatively, Supply, testing, packing and forwarding, insurance, transportation and unloading of 1.65 MWp SPV modules ground-mounted, grid-connected of capacities 615Wp/620Wp along with the necessary structure modification/rework of the existing Module Mounting Structures (MMS), wherever required, to ensure proper installation and compatibility with the supplied modules including Installation, testing & commissioning of 1.65 MWp SPV modules (Installation as per the quantity required at site) at 400 MW Grid-Connected Solar PV Power Project at Talaricheruvu (V), near Tadipatri, Anantapuramu District, Andhra Pradesh.

**INSTRUCTIONS TO TENDERERS, CONDITIONS OF CONTRACT,
GENERAL REQUIREMENTS & SCHEDULES.**

Phone No: 0866-2526801/2526320/2526323

Email : se-hpcl@apgenco.gov.in

Sd/-

**Superintending Engineer
Hydel-I/APGENCO
Vidyut Soudha, Vijayawada**

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ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED**VIDYUT SOUDHA:: VIJAYAWADA – 520004****NOTICE INVITING TENDER (NIT)**

1.	Department Name	Andhra Pradesh Power Generation Corporation Limited
2.	Circle/ Division Name	Chief Engineer /HPC & Hydel Projects /APGENCO Vidyut Soudha, Gunadala, Vijayawada-520004
3.	Tender Specification No.	e-1005078/HPC&HP/SPV Modules/APGENCO/ 2026
4.	Name of Work	Supply, testing, packing and forwarding, insurance, transportation and unloading of 1.65 MWp SPV modules, ground-mounted, grid-connected of capacities 320 Wp / 325 Wp / 330 Wp Solar Photovoltaic (SPV) modules at 400 MW Solar Power Project site at Talaricheruvu, Tadipatri, Ananthapuramu District, Andhra Pradesh. (or) Alternatively, Supply, testing, packing and forwarding, insurance, transportation and unloading of 1.65 MWp SPV modules ground-mounted, grid-connected of capacities 615Wp/620Wp along with the necessary structure modification/rework of the existing Module Mounting Structures (MMS), wherever required, to ensure proper installation and compatibility with the supplied modules including Installation, testing & commissioning of 1.65 MWp SPV modules (Installation as per the quantity required at site) at 400 MW Grid-Connected Solar PV Power Project at Talaricheruvu (V), near Tadipatri, Anantapuramu District, Andhra Pradesh.
5.	Estimated Contract Value	NA
6.	Transaction fund	All the participant bidders shall pay online, a non-refundable TRANSACTION FEE, to M/s. APTS LTD, through "Payment Gateway Service on AP e-procurement platform". The amount payable is 0.03% of the Quoted Value/Estimated Value, with a cap of Rs.10,000/- plus applicable GST up to Rs.50.0 crores and Rs.25,000/- plus applicable GST above Rs.50.0 crore. The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net banking of select Banks such as ICICI Bank, HDFC, Axis Bank etc, to facilitate the transaction. Service tax, Bank Charges for Credit Card Transactions etc, will be applicable.

7.	Corpus Fund or AP e-procurement Fund	The successful bidder has to pay AP e-procurement fund, 0.04% of Quoted Value/ Estimated Value, with a cap of Rs.10,000/- plus applicable GST up to Rs.50.0 crores and Rs.25,000/- plus applicable GST above Rs.50.0 crore on AP e-procurement platform, before entering into agreement/ issue of purchase orders. The amount shall be paid in favour of the Managing Director, APTS. There shall not be any charge towards AP e-procurement fund in case of works, goods and services with Quoted Value upto Rs.10 lakhs.
8.	Delivery Period	The material shall be supplied within 2 months from placing of Purchase Order. The service portion of the work shall be commenced within 7 days from the date of intimation by the Field Engineer and shall be completed within 30 days from the date of handing over of the site.
9.	Tender Type	Open tender through online AP e-procurement platform. Two-part type: Part-I: Pre-qualification/Technical Bid Part-II: Price bid
10.	Tender Category	Common Products / Services
11.	Bid Security (EMD)	Rs. 1,00,000.00 + 2% of the quoted value shall be submitted in the following forms towards bid security. The EMD shall be paid in any of the following forms i) Non-PEMD Holders: Rs.1 Lakh in the form of NEFT/RTGS/DD and balance amount in the form of NEFT/RTGS/DD or Bank Guarantee from any Govt. Banks/Nationalized Banks/Public Sector Banks/ Scheduled banks or in the form of insurance surety Bond in the prescribed Proforma. ii) PEMD Holders: Rs.1 Lakh in the form of NEFT/RTGS/ DD and balance amount (2% of the quoted value – Amount of PEMD) in the form of NEFT/RTGS/ DD or Bank Guarantee from any Govt. Banks/ Nationalized Banks/ Public Sector Banks/ Scheduled banks or in the form of insurance surety Bond in the prescribed proforma. iii) Bidders registered under MSME shall furnish the exemption letter from payment of EMD issued by APGENCO. MSME registered bidders shall invariably obtain the EMD exemption certificate from APGENCO and submit with PQB documents. Failure to do so they are liable to attract rejection of EMD exemption claim.
12.	Bid Security Payable to	1. DD shall be drawn in favour of Pay Officer, APGENCO, Vidyut Soudha payable at Vijayawada

		2. The Bank Guarantee shall be obtained from any Govt. Banks/Nationalized Banks/ Public Sector Banks/ Scheduled banks in the prescribed format (refer to the Annexure). The B.G. shall have the validity for a period of 270 Days from the date of opening of pre-qualification with claim period of 6 months thereafter. 3. Insurance surety Bond in the prescribed Proforma (refer to the Annexure) with validity for a period of 450 Days from the date of opening of pre-qualification thereafter. 4. Direct Credit to APGENCO Account either through NEFT or RTGS. APGENCO Bank account details for NEFT/ RTGS Account No.52077965022, IFSC Code: SBIN0016576, Branch - Specialized MID Corporate Branch, Vijayawada.
13.	Schedule Available Date & Time	28-10-2026, @ 17.00 Hrs
14.	Bid Submission Closing Date & Time	18 -11-2026, @ 15.00 Hrs
15.	Pre-Qualification bid Opening Date.	19-11-2026 @ 12.00 Hrs.
16.	Price Bid Opening Date & Time Tentative)	02-12-2026 @ 12.00 Hrs
17.	Bid Validity	180 days from the date of opening of PQ/Technical Bid
18.	Bid Submission	Online through AP E-Procurement platform
19.	Eligibility Criteria	a) The Bidder shall be a manufacturer/supplier/ Authorized dealer of Solar Photovoltaic (SPV) modules. The bidder may offer supply of modules of his own manufacture or sourced from other manufacturers. The bidder shall produce a proof from the concerned authorities such as Manufacturer's Authorization Letter, dealership certificate or any other valid supporting document. b) The bidder shall have supplied a minimum cumulative capacity of at least 2 MWp during the last Seven (7) years. c) The bidder or the offered manufacturer shall have supplied 500 kWp modules to at least one plant in India, and the supplied modules should have been in successful operation for a minimum period of one (1) year as on the date of publication of bid. d) The bidder shall upload satisfactory performance certificates of the make to be supplied (not older than ten years) issued by the end users, along with all relevant documents such as copies of Contracts/ Purchase Orders/ Completion Certificates, etc., to

		substantiate or to showcase the meeting to the above requirement. In case the bidder proposes to source from other manufacturers, the bidder shall also upload a satisfactory performance certificate of the respective sourced manufacturer issued by the end users. e) The bidder should have an annual turnover of not less than Rs. 5.2 crores for at least ONE year during the last three (3) financial years. The bidder should enclose copies of the audited Annual Turnover certificates and financial statements for the three (3) Financial years viz., 2023-24, 2024-25 & 2025-26 so as to prove the financial capacity of the bidder to execute the order. f) The Bidder shall have Registration Certificate under GST and a copy of these shall be submitted as part of / along with the bid.
20.	Site Location	400 MW Solar Power Project site at Talaricheruvu, Tadipatri, Ananthapuramu District, Andhra Pradesh-515415.
21.	Officer Inviting Bids and Place of Opening of Tenders	Superintending Engineer, Hydrel-I, APGENCO, 4th Floor, Vidyut Soudha, Gunadala, Vijayawada-520004, AP.
22.	Address	Chief Engineer/ HPC&HP, APGENCO, 4th floor, Vidyut Soudha, Gunadala, Vijayawada – 520 004.
23.	Contact Details	O/o. Superintending Engineer/ Hydrel-I, APGENCO, 4th Floor, Vidyut Soudha, Gunadala, Vijayawada-520004. Phone: 0866 – 2526801/320/323 Email: se-hpcl@apgenco.gov.in

Note: Responsibility for correctness of the information submitted in the online bid lies with the 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 the bidder will be BLACK LISTED.

Sd/-

**Superintending Engineer
Hydel-I/APGENCO
Vidyut Soudha, Vijayawada**

CHECK LIST

1. *The following documents pertaining to Pre-Qualification & Technical bid should be uploaded in “C-FOLDER ATTACHMENTS” only:*

1. EMD: DD/BG/PEMD/Insurance Surety Bond as per item.no.11 & 12 of NIT.
2. Proof of Experience – Minimum two Performance certificates along with Job order copies establishing experience.
3. Proof of Financial capacity- Annual Turnover Certificates (with authentication of Chartered Accountant) along with Balance Sheets (Financial statements) for last three financial years.
4. Proof of Technical Capability –The Guarantee Technical particulars along with full Technical details, type test reports and other relevant documents of the equipment to be supplied.
5. Registration Certificates: Copies of documents relating to the Registration of the firm, Partnership deed, Articles of Association.
6. Guaranteed Technical Particulars: Sheet (in the format enclosed with Tender) along with full Technical details of the SPV modules to be supplied
7. Income Tax Registration: Copy of PAN and I.T returns
8. GST Registration: Copy of GST registration.
9. Schedules: Filled in Schedules 1 to 6 (formats enclosed in the tender)
10. Miscellaneous documents: Any other documents/issues related to PQ/Technical matters and details

2. *Copies of the following Price Bid documents shall be uploaded in “ATTACHMENTS FOLDER” which will be visible after Price bid opening only:*

1. Price Summary Proposal sheet duly indicating GST as per Schedule-A.
2. Any other items/issues related to Price bid/ Price of services can also be uploaded.

NOTE: 1) Uploading of Documents in the respective folder of AP e procurement platform will only be considered. Any wrong attachments will lead to disqualification of the bid.

2) Hard copies shall be submitted by the successful bidder (L1) for verification if asked by the Competent Authority.

INSTRUCTIONS TO 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 therein, General Purchase Conditions, technical specification or any other enclosed document, they should immediately obtain the clarification/ information in writing from the executive who has issued these documents.

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, Hyderabad-500082, (AP).

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

APGENCO's standard terms & conditions are stipulated in this Tender Specification. Requirements specific to this enquiry are stipulated in the remaining sheets and will take preference over the standard terms, in case of any ambiguity. The tenderers are requested to read the Corporation General Terms and Conditions furnished in this Tender Specification.

1) Registration with e -Procurement platform:

- i) The bidders need to register on the electronic procurement market place of Government of A.P., that is, **www.eprocurement.gov.in**. On registration on the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids on line.
- ii) For any queries on registration and online bid submission, on e -Procurement platform, the bidders may contact HELP DESK of Service provider, on <https://tender.apecurement.gov.in>.

2) Tender Document:

- i) The Bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification, if any, from the Tender Inviting Authority. **Any offline bid submission clause in the tender document could be neglected.**
- ii) The Bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority, from time to time, in the e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

3) Digital Certificate authentication:

- i) The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform. Bids not authenticated by digital certificate of the bidder will not be accepted on the e -Procurement platform.
- ii) For obtaining Digital Signature Certificate, you may please Contact:
Andhra Pradesh Technology Services Limited, 3rd floor, R&B Building, MG Road, Labbipet, Vijayawada-520010, Phone:0866-2468108.

(OR)

Any other Registration Authority of TCS-CA in India.

The city-wise list of RAs can be accessed by clicking the link "Apply for a Class-2 Certificate" under "Enroll" section in the website <https://www.tcs-ca.tcs.co.in/mca21/index.jsp>

4) Submission of Hard copies:

- i) As per GO No.174 dt.1/9/2008, 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.
- ii) All the Bidders shall invariably upload the scanned copies of DD/BG & all other documents in e-Procurement System. This will be the primary requirement to consider the bid responsive.
- iii) Technical Bid evaluation shall be carried out, solely based on the Documents/ Certificates etc uploaded in the e -Procurement system and Price Bids of the responsive Bidders shall be opened.
- iv) The Purchaser Department shall notify the successful bidder 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.
- v) 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.
- vi) 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.

5) Payment of Transaction Fee:

All the participant bidders shall pay online, a non-refundable TRANSACTION FEE, to **the Service Provider** through "Payment Gateway Service on e-Procurement platform". The amount payable is **0.03% of the Quoted Value**, with a limit of Rs. 10,000/- plus applicable GST for Quoted value upto Rs.50.0 crores and Rs. 25,000/- plus applicable GST for Quoted value above Rs.50.00 crores. The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of select Banks such as ICICI Bank, HDFC, Axis Bank etc, to facilitate the transaction. Service tax, Bank Charges for Credit Card Transactions etc, will be applicable.

6) Bid Submission Acknowledgement:

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e Procurement system are treated

as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and Service Provider are not responsible for incomplete bid submission by users.

7) Corpus Fund or e Procurement Fund:

User departments shall collect, towards **e -Procurement fund**, 0.04% of Quoted value with a limit of Rs. 10,000/- plus applicable GST for Quoted value upto Rs.50.0 crores and Rs. 25,000/- plus applicable GST for Quoted value above Rs.50.00 crores, from successful bidders on e-Procurement platform, before entering into agreement/ issue of purchase orders. The amount shall be paid in favour of **the Managing Director, APTS**. There shall not be any charge towards e-Procurement fund in case of works, goods and services with Quoted value upto Rs.10 lakhs.

8) DISCLAIMER:

- i) This Tender Specification, and any subsequent addenda/amendments etc, will be made available on **e -Procurement platform & APGENCO's website, 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.
- ii) Prospective Bidders are advised to intimate the undersigned, about their interest to participate in the tendering process, so as to enable this Office to keep them informed about any updations on the subject.
- iii) 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.
- iv) Since Bids are invited in single part, in case the particulars furnished in the Price Bid are found to be at variance with the terms & conditions etc indicated in the Techno-Commercial Bid, the Bid will be processed at the terms **which are more advantageous to APGENCO**.
- v) 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.
- vi) It is not binding on APGENCO to accept the lowest Bid, or any other Bid. APGENCO reserves the right to place Orders on different Bidders or reject any or all tenders without assigning any reason.
- vii) The Bids will be opened at the time and date specified in the tender notice by Superintending Engineer or his authorized assistant in the presence of such of the tenderers or their authorized representatives with valid authorization, who may desire to be present.
- viii) The price bids of such tenderers who are determined to have complied with the eligibility criteria will only be opened.

- ix) If due date for opening of the tenders happens to be a Public holiday, the opening of tenders will be done on the next working day at the same time specified originally for opening.
- x) The contractors have to upload the information preferably in Zip format. **Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.**

1.2 EVALUATION OF BIDS:

- a) Bids will be processed in two stages (two part bid). In the first stage, the "Bid" under e-procurement package will be opened to assess whether the Bidder qualifies and their offer is technically acceptable and substantially responsive. The Purchaser will examine the Bids to determine whether they are complete, whether required certificates have been furnished, whether the documents have been properly signed, whether relevant hard copies have been furnished and whether the Bids are generally in order. The bids of only such Bidders whose bids are technically and commercially in accordance with the specification will be considered for second stage of Price Bid opening/ evaluation. The on-line system will not open the price-bids of tenderer who are not qualified in Technical/PQ.
- b) A responsive Bid is the one which accepts and fulfils all the terms and conditions of this specifications and documents, supported by the necessary sureties, and are complete in respect of details as requested in the Bid document.
 - 1. The responsive Bids received will be evaluated by the Purchaser to ascertain the lowest evaluated Bid for complete works covered under these specifications and documents.
 - 2. The purchaser is the final authority in deciding the above and his decision cannot be contended.
- 1. The tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience will be considered.
- 2. Intending bidders can contact the O/o. the Superintending Engineer, Hydrel-I, APGENCO, 4th Floor, Vidyut Soudha, Vijayawada - 520004 for any clarification/information on any working day during working hours. Phone: 0866 – 2526801/320/323.
- 3. APGENCO reserves the right to respond to any e-mail received by it through their website. APGENCO does not warrant the privacy and/or security of e-mails during internet transmission.
- 4. APGENCO reserves the right, without prejudice to other rights under terms and conditions of the NIT and tender documents or other remedies available to cancel tenders without assigning any reasons and will not entertain any correspondence in the matter. APGENCO accepts no liability whatsoever and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from use of AP e-procurement website or from cancellation of tenders.

5. 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 the bidder will be BLACKLISTED.

1.3 Tendering Procedure:

1. The online tender shall be submitted in two parts (i.e.) Part-I & Part-II. Part-I called Pre-qualification/Technical bid should contain financial standing, record of previous technical experience and commercial terms etc., specified in the specification.

In Part-II the price bid shall be uploaded in a commercial bid template only. If uploaded in Pre-qualification/Technical bid template the tender will be disqualified.

2. All the Bidders shall invariably upload the scanned copies of DD/BG/Insurance Surety Bond & all other documents in AP e-Procurement System within the stipulated date and time mentioned in the tender specification. This will be the primary requirement to consider the bid as responsive.
3. The Pre-qualification/Technical bids (Part-I) received through online shall be opened at the time & date mentioned in the tender specification.
4. Pre-qualification/Technical Bid evaluation shall be carried out, solely based on the Documents/ Certificates etc uploaded in the AP e-Procurement system. Price Bids (Part-II) of the qualified Bidders shall be opened.
5. The price bids of the qualified bidders shall be evaluated as per the terms & conditions of the tender specification.

1.4 Earnest Money Deposit (EMD): Offers must accompany EMD as per **S.No.11 of NIT.**

1.4.1 The EMD shall be forfeited, if

1. Bidder withdraws the bid before expiry of its validity.
2. Successful bidder does not accept the order/LOI or fails to enter into a contract within validity period of offer.
3. Successful bidder fails to furnish Security Deposit within 30 days from the date of issue of P.O/ LOI.
4. The offer is disqualified for the reasons outlined in **clause 1.7.**

1.5 Permanent/ Standing EMD Holders: The bidder may deposit with APGENCO, the permanent fixed deposit of **Rs.5,00,000/-** (Rupees Five Lakhs only) as EMD in the form of DD/Pay order/ Banker's cheque. In case of BG/Surety Bond, it shall be valid for a period of three years constituting the said sum as security for the compliance with the obligation undertaken in the offer submitted by the bidder. No interest will be payable on such amount. Such bidder shall be entitled to have them considered without payment of EMD upto Rs.5Lakhs with each tender separately. They need to furnish **the**

Registration Certificate Number and shall also furnish a copy of certificate along with the offer.

- 1.6 The fact of having enclosed the EMD, in requisite forms as indicated **(1.4)**, or bidder holding permanent EMD **(1.5)**, shall be clearly mentioned in their offer, failing which their offer will not be considered for evaluation whatsoever.
- 1.7 Post tender rebates or deviation in quoted prices and/or conditions or any other such offers which will give a benefit to the bidder will not only be rejected outright but also the **original offer will itself get disqualified** on this account, and bidders EMD shall be forfeited.
- 1.8 Bidders may note that due date and time of opening the bids shall be adhered to and accordingly, if they wish to witness the bid opening, they should bring necessary authorization letter from the organization.
- 1.9 Standard printed conditions of the bidder if uploaded with their offer will not be accepted.
- 1.10 **Validity of offers:** The offer shall be valid for period of **180 days** from the date of opening of Pre-qualification/Technical bids. The period of validity cannot be counted from any other date other than the date of opening the PQ bid. 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.
- 1.11 **Income Tax Certificate:** The bidder shall submit along with their offers, the latest valid Income Tax returns for at least two years during the last three years.
- 1.12 **Past Experience:** The list of consumers, to whom the bidder had supplied identical materials in the past along with P.O details and performance report, if any, shall be furnished.
- 1.13 **Acceptance of APGENCO Payment Terms:** The bidders will be loaded in price evaluation @ 1.25% of landed cost per month for deviation in payment terms.
- 1.14 **Price Basis:** The bidder shall quote FIRM prices in Indian Rupees, the quoted prices shall include all charges for carrying out the tests and submission of comprehensive test reports. Taxes and duties like GST shall be indicated separately.
- 1.15 **Transit Insurance:** Bidder shall quote FOR Destination prices inclusive of transit insurance charge till such time material is unloaded at Project site including 30 days' storage period. All the damaged parts during transit or otherwise, if any, are to be made good or replaced with good ones by the bidder/ supplier irrespective of the settlement of claims with insurance company.
- 1.16 **Goods & Services Tax:** The offered prices shall be exclusive of GST. The rate applicable shall be shown separately. GST will be paid to the seller at the rate at which it is liable to be assessed/actually assessed on the date of supply. In case the bidder stipulates GST extra as applicable at the time of dispatch and specifies the present rate of GST (in numeric percentage or NIL), the offer shall be evaluated considering rate of GST for the product as per rate of Govt. of India or as evident from bids received from other bidder. However, liability of APGENCO

shall be restricted to actual GST paid at the time of dispatch subject to production of Tax Invoice.

- 1.17 **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 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 APGENCO shall convert such deviations into Rupee value and add to the bid price to compensate for these. In determining the Rupee value of the deviations, the APGENCO will use parameters consistent with those specified in the specification and documents and/or other information as necessary and available with APGENCO. In case the bidder refuses to withdraw, the EMD of bidder shall be forfeited. Bidder may note that deviation variations and additional condition 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 in evaluation and it will be assumed that the bidder complies with all the conditions of bidding documents. In case 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.

Offer should strictly be in conformity with specifications as stipulated in this tender. In case no deviations are indicated, it shall be taken for granted that the offer strictly as per APGENCO requirements.

- 1.18 **Delivery Period:** The material shall be supplied within 2 months from placing of Purchase Order.

The service portion of the work shall be commenced within 7 days from the date of intimation by the Field Engineer and shall be completed within 30 days from the date of handing over of the site.

- 1.19 **Delivery Schedule:** The material shall be offered for inspection, 7 days in advance to depute APGENCO representative and the material shall be delivered within 10 days from the date of issue of dispatch clearance. The offered delivery period shall be based on delivery schedule indicated in the tender. In case of any deviation, the bidder shall offer his best, realistic and firm delivery, which shall be specific and guaranteed.

- 1.20 It is not binding on APGENCO to accept the lowest or any bid. The corporation reserves the right to revise the quantities at the time of placing order. The quoted rates, terms and conditions shall apply. APGENCO further reserves the right to accept or reject any/all bids without assigning any reasons thereof.

- 1.21 Bidders are requested to fill in the enclosed Proforma (**Schedule-2**) for General Terms and conditions and submit the same in duplicate along with their offer.

- 1.22 Make/Brand of items offered shall be specified. It shall be appreciated if one copy of detailed descriptive literature/pamphlets shall be enclosed along with the offer which may help technical evaluation.

The test certificates of the offered materials shall be furnished from any Govt. recognized test house;

- 1.23 If the bidder is on DGS&D Rate contract for item(s) covered enquiry. A copy of the same shall be enclosed along with the offer.

1.24 Amendment of Bidding Documents:

- a) At any time prior to the due date & time for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment through e –platform.
- b) In order to allow prospective Bidders reasonable time to make the amendment into account in preparing their bids, the Purchaser may, at his discretion, extend the due date & time for the submission of bids.

- 1.25 Language of Bids:** The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only.

1.26 Documents Comprising Online Bid:

List of all documents which shall be submitted as softcopies/ hardcopies are given in the **Check List**. The documents which shall be submitted as softcopies shall be signed, stamped and scanned and uploaded during bid submission. **The documents which shall be furnished as hardcopies shall be signed, stamped and sent as and when requested by the tender inviting Authority by the successful bidder.**

1.27 Articles of Association:

- 1. All Bids must be accompanied by duly authenticated copies of the documents defining the constitution of the company, power of attorney and other relevant documents, and any bid submitted by a partnership firm must be accompanied by duly authenticated extracts from the partnership deed or other documents, so as to show by which person and in what manner contracts may be entered into by or on behalf of the company, partnership for the due execution of such contracts and responsibilities.
- 2. The said documents must be legalized by the local authorities at the place of issue. Such documents should indicate current address of the firm and full name and current address of all partners of the firm.
- 3. Any Bid not containing these documents, or if such documents are incomplete, or do not conform to the aforesaid forms, may at the discretion of the Purchaser be excluded from the judicature.

- 1.28** The Purchaser may, at his discretion, extend the due date & time for the submission of bids through online corrigendum. However, all rights and obligations of the Purchaser and Bidders previously subject to the due date & time will thereafter be subject to the due date & time as extended.

1.29 Authentication of Bidding:

1. If the tender is made by an individual, it shall be signed by the individual above his full name and current address.
2. If the tender is made by a proprietary firm it shall be signed by the proprietor above, his full name and the full name of his firm with its current address.
3. If the tender is made by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current address, or by a partner holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed, current address of the firm and the full names and the current addresses of all the partners of the firm shall also accompany the tender.
4. If the tender is made by limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before Contract is awarded.
5. If the tender is made by group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of the Contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with the tender.
6. The documents or information as required by paras “(a) to (e)” herein above must be uploaded by the tenderer.
7. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses’ shall be stated below their signatures.
8. All signatures in the tender documents uploaded shall be dated.

Sd/-

**Superintending Engineer
Hydel-I/APGENCO
Vidyut Soudha, Vijayawada**

2. General Purchase Conditions (General)

Intent of Bid

The intent of the bid is to invite proposal from the bidders capable to supply 1.65 MWp SPV modules of capacities 320 Wp / 325 Wp / 330 Wp, or alternatively, modules of capacities 615Wp/620Wp along with the necessary structure modification/rework of the existing Module Mounting Structures (MMS), wherever required, to ensure proper installation and compatibility with the supplied modules including Installation, testing & commissioning of 1.65 MWp SPV modules (Installation as per the quantity required at site) for the 4×100 MW Grid-Connected Solar PV Power Project at Talaricheruvu (V), near Tadipatri, Anantapuramu District, Andhra Pradesh.

Bidders are advised to visit the site before participating in the tender.

- 2.1** The following terms and expressions herein used shall have the meaning as indicated therein:

Contractor/ Vendors/ Consultant: Shall mean the individual; firm or company whether incorporated or otherwise in whose name this purchase order is addressed and shall include its permitted assigns and successors.

Purchaser/ Corporation: Shall mean Andhra Pradesh Power Generation Corporation Limited., (A Government of A.P. Undertaking), a company incorporated in India under Companies Act 1956, having its Registered Office at Vidhyut Soudha, Gunadala, Vijayawada –520004, Andhra Pradesh.

Contract / Agreement: shall mean the Purchase Order.

- 2.2 Reference:** This purchase order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with this purchase order.
- 2.3 Specifications and drawings:** Any information or details which are included in the specification but not indicated in the drawings and vice-versa shall 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 Board or its authorized representative shall be final and binding.
- 2.4 Additions/ Alteration/ Modifications:** APGENCO reserves the right to make additions/ alterations/ modifications to the quantity of items in the purchase order. The supplier shall supply such quantities also at the same rate as originally agreed to and incorporated in the purchase order. The variation shall, however, be limited to +/- 20% of the ordered quantity.
- 2.5 Waiver:** Any waiver by the authority or any breach of the terms & conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms and conditions.
- 2.6 Subletting and Assignment:** The contractor shall not, save with prior consent in writing of the Corporation, sublet, transfer or assign this 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.

2.7 Information Provided by APGENCO: All drawings, Data and documentation that are given to the suppliers by APGENCO for the execution of the order are the property of APGENCO and shall be returned back when demanded. Except for the purpose of executing the order of APGENCO, supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by APGENCO 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 APGENCO.

2.8. 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 number, date and year of supply and the words “APGENCO” must be etched on the name plate.

2.9 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.

2.10 Materials & Workmanship: Supplier shall fully guaranteed that the SPV modules 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).

2.11 Supplier's liability: Supplier hereby accepts full responsibility and indemnifies APGENCO and shall hold APGENCO 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 also agrees to defend and hereby undertakes to indemnify APGENCO 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.

2.12 Access to supplier's Premises: APGENCO and/or its authorized representative shall be provided access to suppliers and/or his sub-contractor's premises, at any time during the pendency of the purchase order, for expediting the supplies, inspection, checking etc.

2.13 Inspection/checking/ testing: All materials/ equipment to be supplied against this purchase order shall be subject to inspection/checking/testing by APGENCO or its authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in presence of authorized representative of APGENCO. Supplier shall notify APGENCO for the inspection of materials/ equipment when they are ready, giving at least 10 days' notice. If upon receipt at our stores, the materials / equipment do not meet the specifications, they shall be rejected and returned to the supplier 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 APGENCO or failure of APGENCO to inspect the material/ equipment shall not relieve the supplier of any

responsibility or liability under this purchase order in respect of such materials/equipment not be interpreted in any way to imply acceptance thereof by APGENCO.

The following PDI (**Pre-Dispatch Inspection**) of the Solar Module will be done at the Warehouse.

1. Open Circuit Voltage(Voc).
2. Short Circuit Current(Isc).
3. Pmax, Fill factor, Efficiency
4. To confirm whether the Modules received from OEM in case of supplier.
5. Test Reports of all Modules
6. RFID Card, if available.

2.14 Packing and Marking: All materials/equipment shall be securely packed to the requirement 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/ Lorry Receipt i.e. without any qualifying remarks.

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

2.15 Dispatch of materials: *The equipment & material shall be dispatched only after issuance of Dispatch clearance from APGENCO Quality Control wing.* 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 provision 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 our approved 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 demurrages and wharfages to the transporter.

2.16 Demurrage/wharfage:

- a) If Dispatch of materials not through authorized/reputed transporter.
- b) Late receipt of invoice or due to violation of any other clause(s) of the purchase order will be to supplier's account. Supplier shall also be

responsible for all such payments due to late receipt of RR/LR and other documents.

2.17. Acceptance of order: The Purchase orders will be sent to contractor in duplicate and he shall return one copy along with enclosures, duly signed and stamped, within one week in token of having received and accepted the order.

2.18 Failure and Termination: If the bidder fails to deliver proper material as per the Contract to the satisfaction of the Corporation may without prejudice to any other remedy available to it, cancel the Contract/Purchase order by serving notice to bidder and forfeit the SD amount submitted.

2.19 Drawings: The necessary general arrangement drawings, Quality Assurance Plan and bill of materials of the materials shall be furnished within 10 days from the date of receipt of PO and got approved by APGENCO before manufacturing.

2.20 Quality Assurance Plan:

The Supplier shall within 10 days of placement of order, submit the following information to APGENCO.

1. Manufacturing quality plan (MQP) as per Annexure-8
2. Field quality plan (FQP) as per Annexure-9
3. The names of sub-suppliers selected (sub supplier / subcontractor assessment & approval by quality department).
4. Inspection and testing schedules.
5. Quality Assurance Plan (QAP) with customer hold points (CHP) for Quality department inspection. QAP's and QA&I/purchaser customer hold points shall be discussed between the QA&I/purchaser and contractor and issuance/Clearance of CHP by quality department before the QAP's is finalized. The Supplier shall submit the routine test certificates / compliance certificates of bought out accessories for raw material at the time of routine testing if required by the quality department and ensure that the quality assurance requirements of specification are followed by the contractor/sub-contractor.

*The Equipments & Materials shall be dispatched only after issuance of MDCC from the corporate Quality Department.

2.21 Jurisdiction: All and any dispute or difference arising out of or touching this order shall be decided only by the courts or Tribunals situated in Vijayawada/Amaravathi. No suit or other legal proceedings shall be instituted elsewhere.

Sd/-

**Superintending Engineer
Hydel-I/APGENCO
Vidyut Soudha, Vijayawada**

3. General Purchase Conditions (Financial)

3.1 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 contractor even though the completion/execution of order may take longer time than completion period incorporated and accepted in purchase order.

3.2 Taxes and Levies: Taxes and other levies payable shall be shown separately in the invoice. These shall be to the account of Corporation, unless otherwise mentioned in the purchase order.

3.3 Variations in Statutory Levies: Any variation, upward or down ward, 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 the Corporation, unless otherwise mentioned in the P.O.; provided that in cases where delivery schedule is not adhered to by the supplier and there are upward variation/revision after the agreed delivery date, the bidder/supplier shall bear the impact of such increased levies and if there is downward variation/revision, the corporation shall be given advantage to that extent.

3.4 Security Deposit (SD):

- a) The successful bidder shall furnish the Security Deposit equal to 2.5% of value of purchase order within ONE month from the date of issue of Purchase order for proper fulfillment of full execution of order thereof. The amount of security deposit shall be forfeited to the extent of financial loss suffered by the Corporation, if supplier fails to execute the order and fulfill its terms and conditions.
- b) Security deposit may be furnished in the shape of Demand Draft drawn on any Govt. Banks/Nationalized Banks/Public Sector Banks/Scheduled banks, payable to Pay officer/APGENCO or bank guarantee in lieu of cash from any Nationalized banks/Government Banks/ Public sector banks/ Scheduled banks in prescribed proforma (or) in the form of insurance surety Bond in the prescribed form (Bank Guarantee/Insurance Surety bond shall be accepted only if amount of SD is above Rs.10000/-). However, the Bank guarantee/Insurance Surety Bond shall be valid for a period of 6 months over and above the delivery period with claim period of 6 months and the validity of the bank guarantee/ Insurance Surety Bond shall be extended suitably in case of delay in execution of order. The Earnest Money Deposit (EMD) of the successful bidder shall be returned by APGENCO after furnishing of Security Deposit by the successful bidder. The SD amount will be returned after satisfactory completion of the contract.
- c) This amount will be released only when there is no pending obligations or disputes based on satisfactory completion certificate by the Engineer in Charge. This amount will not bear any interest.
- d) The Security deposit will be returned back to the contractor as soon as order is fully executed and there is nothing outstanding either against this purchase order or any other purchase order placed by the corporation on the supplier.

- e) The work shall be commenced from the dates specified by APGENCO, otherwise EMD will be forfeited.

3.5 Terms of payment:

a) For supply of 320 Wp / 325 Wp / 330 Wp modules of 1.65MWp Capacity:

100% of the all-inclusive price of the materials shall be paid within 30 days on presentation of the contractor's commercial invoice after receipt and acceptance of the material in good condition at site against furnishing of performance security in the form of Bank Guarantee/Insurance Surety Bond for 10% value of the contract covering the guarantee period with a claim period of 6 months over and above the Guarantee Period subject to effective performance of the contract and settlement of liquidated damages etc.,

b) For supply of modules of capacities 615Wp/620Wp along with the necessary structure modification/rework of the existing Module Mounting Structures (MMS) including Installation, testing & commissioning of 1.65 MWp SPV modules (Installation as per the quantity required at site):

Within the Contractual delivery period: 70% of the all-inclusive price of the materials will be paid within 30 days on presentation of the contractor's commercial invoice and other relevant documents on receipt and acceptance of the material in good condition at site against furnishing of Performance security in the form of Bank Guarantee/Insurance Surety Bond for 10% value of the contract covering the guarantee period with a claim period of 6 months over and above the Guarantee Period and the Balance 30% payment shall be paid after successful completion of the necessary structure modification/rework of the existing Module Mounting Structures (MMS) including Installation, testing & commissioning modules (Installation as per the quantity required at site).

Beyond the contractual delivery period: 65% of the all-inclusive price of the materials will be paid within 30 days on presentation of the contractor's commercial invoice and other relevant documents on receipt and acceptance of the material in good condition at site against furnishing of Performance security in the form of Bank Guarantee/Insurance Surety Bond for 10% value of the contract covering the Guarantee period with a claim period of 6 months over and above the Guarantee Period and Balance 35% payment shall be paid after successful completion of the necessary structure modification/rework of the existing Module Mounting Structures (MMS) including Installation, testing & commissioning modules (Installation as per the quantity required at site) thereafter subject to effective performance of the contract and settlement of liquidated damages etc.

Note: No interest charges will be paid in case the payment is delayed for any reason.

- Payments shall be made through SBI e-payment system.

APGENCO has implemented SBI e-payment system for arranging payments towards Supply of Material and Services. Successful Bidder is requested to

furnish the Consent form for arranging e-payments subject to Purchase Order duly signed by Authorized Signatory. A cancelled cheque shall also invariably be enclosed along with consent letter for verifying the details furnished.

Further, the following is informed:

- 1) Any request for change of Bank Account will not be entertained during the currency of the Contract.
- 2) Any request for issue of Cheque or other mode of payment will not be entertained during the currency of the Contract after implementation of automated System.

Note: Consent Form as per Annexure– 7 shall be furnished.

- If the supplier has received any over 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 amount under the contract resulting out of this order, the Corporation reserves the right to collect the same from any other amounts and/or Bank Guarantee given by the supplier due to or with the Corporation.
- 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 the Corporation, 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 occurring to the consignments so dispatched.

3.6 Liquidated damages/ failure and termination:

- 3.6.1 In the event of any delay in the supplies of ordered materials/ delay beyond the stipulated date of delivery/ delivery schedule, the Corporation reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of delayed materials/ equipment/work for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.
- 3.6.2 Alternatively, APGENCO may resort to purchase the materials/equipment from elsewhere at the sole risk and cost of the supplier and recover all such extra cost incurred by APGENCO in procuring the materials by above procedure.
- 3.6.3 Alternatively, APGENCO may cancel the purchase Order completely or partly without prejudice to its right under the alternatives mentioned above.
- 3.6.4 In case of recourse to alternative 3.6.2 and 3.6.3 above, APGENCO 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 materials /equipment are similar not.

3.7 Performance Bank Guarantee: The supplier shall ensure that all SPV modules under this purchase order shall confirm to APGENCO requirements and specifications. An additional security for 10% value of the contract in the form of Bank Guarantee/Surety Bond is essential for satisfactory performance of the equipment over a period of time. In view of this, the suppliers of

material/equipment/ instruments/ machinery shall be required to furnish a bank guarantee from any Nationalized banks/Government Banks/ Public sector banks/ Scheduled banks (or) in the form of insurance surety Bond in the prescribed proforma against any manufacturing defects/ poor workmanship/ poor performance valid for a period up to Guarantee period with a claim period of 6 months over and above the guarantee period. In case any deficiencies are found during guarantee period, the same shall be repaired/rectified/replaced at free of cost. BG shall be from any Govt. Banks/Nationalized Banks/Public Sector Banks/Scheduled banks in the prescribed proforma and the BG/Insurance Surety Bond shall have got approved by APGENCO. If the supplier fails to furnish the Performance security, 10% of order value will be deducted from the bills. The deducted 10% performance guarantee amount will be released after expiry of guarantee period or on furnishing of 10% BG/Insurance Surety Bond.

APGENCO shall at its discretion have recourse to the said Bank Guarantee/Insurance Surety Bond for recovery of any or all amount due from the supplier in connection with the purchase order including of the Guarantee obligations. Checking/ approval of supplier's drawings, inspection and acceptance of materials/ equipment furnishing to effect shipment and work done by Installation, testing and commissioning of the equipment by Supplier shall not in way relieve the supplier from the responsibility for proper performance during the Guarantee period.

PBG/Insurance Surety Bond will be released on firm's request, after satisfactory completion of the Guarantee Period, after ensuring that there are no pending claims.

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

3.9 Removal of Rejected Goods and Replacement:

1. 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 APGENCO 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.
2. 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.
3. 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, damage or shortages or any internal parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing should be intimated within 3 months from the date of receipt of these material. In either case the damaged or defective materials should be replaced by the supplier free of cost to the company.

4. 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 amounts available with the company or by resorting to legal action.
5. However, if any advance payment had been made by APGENCO 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 supplier at his risk and cost.

3.10 Force Majeure:

- The supplier shall not be liable for any delay or failing to supply the materials /equipment for reasons of Force Majeure such as Acts of God, Acts 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.
- The vendors shall within 10 days from the beginning of such delay notify to APGENCO in writing the cause of delay. APGENCO shall verify the facts and grant such extension of time as facts justify.
- No price variation shall be allowed during the period of force majeure and Liquidated damages would not be levied for this period.
- At the option of the APGENCO, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the APGENCO. In event of such cancellation, supplier shall refund any amount advanced or paid to him by the APGENCO and deliver back any materials issued to him by the APGENCO and release the facilities, if any provided by the Corporation.

3.11 Guarantee Period:

Warranty period is as per Manufacturer product warranty i.e 10 years from date of installation and Performance warranty 10 years from date of installation (output peak watt capacity with 0.7% degradation per year, which should not be less than 93% at the end of 10 years).

A Warranty/Guarantee certificate to this extent shall be submitted along with the supplies. If during the period of Guarantee, it is found defective of workmanship or material and/or fails in test/operation due to above defects, such material shall be repaired or replaced by you free of cost to APGENCO within a reasonable time before expiry of Guarantee period. After repairs/replacements if any the material shall be delivered free of charge to the station and if the supplier is not able to effect such repairs or replacement in time, APGENCO may at its option, do so at your risks and expenses and recover the full cost from the bidder. The bidder has to furnish an undertaking to the effect along with invoice/bills.

3.12 Cancellation of Order: The Corporation reserves the right to cancel the order in part or in full by giving two weeks' notice thereby if

1. The Supplier fails to comply with any of the terms of the order.
2. The Supplier becomes bankrupt or goes into liquidation.
3. The Supplier makes general assignment for the benefit of the creditors and
4. Any Receiver is appointed for the property owned by the Supplier.

All the remaining terms and conditions are applicable as per the purchase manual of APGENCO (Available in APGENCO web site).

Sd/-

**Superintending Engineer
Hydel-I/APGENCO
Vidyut Soudha, Vijayawada**

TECHNICAL SPECIFICATION

4.1 SPV Module

The Solar PV module comprises of PV cell(s) connected in any combination to achieve the required module power output. PV cells directly produce DC power on receipt of solar irradiation. The PV cells in a crystalline silicon module shall be protected by encapsulation between front glass and back sheet/back glass. The glass shall be made of high transmissivity and front surface shall give high encapsulation gain. The Peak power rating of the individual module shall be either 320Wp/325Wp/ 330Wp (no negative tolerance) or 615Wp/620Wp(no negative tolerance).

4.2 Specific Parameters and Layout Conditions

The SPV modules to be supplied shall have a proven history of reliability and stable operation in external applications. Each and every SPV module shall be checked for conformity with relevant standard and no negative tolerance shall be accepted. Module should have excellent performance under low light conditions and good temperature coefficient for better output in high temperature condition. The selection of solar PV modules would be technology agnostic to suit the solar projects where humidity levels are high and moisture ingress is more. The modules with suitable quality back sheets or glass to glass packed modules shall be used. The modules used shall have proven design and demonstrated performance in harsh environmental condition.

4.3 Rating & Functional Characteristics

- a. Modules shall be made up of poly/mono crystalline silicon cells. The modules should be PID resistance.
- b. Peak power rating of the individual module shall be either 320Wp/325Wp/ 330Wp (no negative tolerance) or 615Wp/620Wp(no negative tolerance). Each module with positive power tolerance guarantee of 0W to +5W to avoid array mismatch losses (value of positive power tolerance of each module shall not be added/considered in total peak power rating of the individual module).
- c. The module efficiency shall be greater than or equal to 17 % at standard test condition (STC) and the cell should have minimum fill factor of 0.70.
- d. It shall perform satisfactorily in relative humidity $\geq 85\%$ with ambient temperature range between (-) 40°C and (+) 85°C and shall withstand gust equal or more than 170 km/h on the surface of the panel and shall be able to withstand mechanical load as per IEC requirement.
- e. The Maximum System Voltage(Vdc) is 1000 V DC.
- f. Rated Power Temperature Coefficient for modules shall be $> (-) 0.40\%$ per $^{\circ}\text{C}$ for better yield.
- g. The solar cell shall have surface anti-reflective coating to help to absorb more light in all weather conditions.
- h. The solar module shall have suitable encapsulation and sealing arrangement to protect the silicon cells from the adverse environment condition. The arrangement and the material of encapsulation shall be compatible with the thermal expansion properties of the silicon cells and the module framing arrangement/material. The encapsulation arrangement including module edges shall ensure complete moisture proofing for the entire life of the modules.

- i. The front surface of the module shall consist of impact resistant, low iron, high energy yield anti reflective and superior transmittance (>90%) tempered glass with minimum thickness of 3.2 mm.
- j. The interconnected cells shall be laminated in vacuum to withstand adverse environmental conditions. The EVA(ethyl vinyl acetate) used for the modules should be of UV resistant in nature with gel content of more than 70%. The back sheet used in the crystalline silicon based modules shall be of 3 layered structures. The thickness of back sheet should be of minimum 300 microns with water vapour transmission rate less than 2.0g/m²/day (38°C at 90% RH). The back sheet can be fluoro-polymer based or of any other well proven technology details of which shall be submitted and reviewed during detailed engineering and shall be subject to Employer's approval. The back sheet shall have globally benchmarked durability properties on Moisture barrier, Tensile Strength (Machine Direction & Transverse Direction), Elongation retention and UV stability and shall be able to withstand maximum system voltage.
- k. The module frame is to be made of corrosion resistant materials, aluminium anodized finish. The anodizing thickness shall be 15 micron or better. The frame shall be electrolytically compatible with the structure material used for mounting the modules. In case the offered module is frameless, suitable retaining clips/clamps used for installing the modules shall not damage the glass surface in contact with the retaining clamp.
- l. Protective devices against surges shall be provided to protect the PV modules.
- m. The junction box at the back of the module shall be weather proof, dust proof, UV resistant, free of halogen, and self-extinguishing to avoid fire propagation designed for long life outdoor operation in harsh environment as per relevant standard specification. The cables coming out of the junction box shall be suitably sealed providing complete electric isolation. Protection class of junction box shall be IP 67 or better rated fitted at the back side which should be weather proof and designed to be used with standard wiring or conduit connection. The junction box used in the modules shall be IP 67 Single Junction Box with 3 Bypass Diodes to prevent hot spots in case of cell mismatch or shading.
- n. Each module should have two suitably sized stranded UV resistant cables and terminated with DC plug-in connector directly. The positive (+) terminal has a male connector while the negative (-) terminal has a female connector. The length of cables used for interconnecting the modules shall be 1200 mm with 4sq.mm MC4 connector.
- o. The Contractor shall provide data sheet of the offered module along with the offer giving details of peak power, peak current, peak power voltage, short circuit current, open circuit voltage, fill factor etc. and the sample solar PV module electrical characteristics including current-voltage (I-V) performance curves and temperature coefficients of power, voltage and current.
- p. RF Identification Tag
- q. White back sheet should be used in module with big size APGENCO Logo printed or logo Sticker shall be pasted on it, in size of 2"× 1" sq.inch in blue colour font. The logo shall be made available to successful bidder.
- r. Name Plate

Each module shall also carry the following clear and indelible markings at the back of module. Type of labels and fixing of labels shall be such that they are not likely to peel off/fall off during the life of the panel.

- (i) Name, Monogram or Symbol of Manufacturer;
- (ii) Type or Model number & Serial number;
- (iii) Polarity of terminals or leads (colour coding is permissible);
- (iv) Short Circuit Current (Isc), Open Circuit Voltage (Voc)
- (v) Maximum Power (Pmax) , Voltage (Vmp), Current (Imp)
- (vi) Maximum System Voltage for which the module is suitable;
- (vii) Relevant Standards, Certification lab name
- (viii) Weight of the Module
- (ix) Overall Dimension (W x L x D)
- (x) Module Wp tolerance (If it is cumbersome to supply this marking, then this marking can be left out)
- (xi) Warnings, if any
- (xii) Date & Place of Manufacture.

4.4 Warranty for Module

Module warranty is defined as “The manufacturer should warrant the solar module(s) to be free from the defects and/or failures specified below for a period not less than 10 years from the date of installation. Defects and/or failures due to manufacturing defects and/or failures due to materials non conformity to specifications/or due to faulty manufacturing, poor workmanship and/or inspection process. If the solar module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s) at the owner’s sole option”.

4.5 Performance Warranty for Module

Each Solar PV module used in solar power plants/ systems must be warranted for their output peak watt capacity, which should not be less than 93% at the end of 10 years.

4.6 Standards

The system and equipment shall be designed, built, tested and installed to the latest revisions of the following applicable standards. In the event of other standards being applicable they will be compared for specific requirement and specifically approved during detailed engineering for the purpose:

S.No	Standards	Description
1	IS 14286 (Part-1, Part-II, Part 1-Sec-1)	Design qualification and type approval Part-1: Test Requirement Part-2: - Test Procedures Part-1 & Sec-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
2	IS/IEC 61730- Part-I	Photovoltaic Modules safety qualification- Part-I: Requirements for Construction

3	IS/IEC 61730- Part-II	Photovoltaic Modules safety qualification-Part-II: Requirements for Testing
4	IEC 61701	Salt Mist Corrosion Testing of Photovoltaic Modules
5	IEC 62804 –1 : 2015	Photovoltaic Modules - Test methods for the detection of Potential Induced Degradation - Part 1:Crystalline Silicon

4.7 Quality Assurance and Testing

The Contractor shall follow the quality assurance and testing requirements as per approved “Quality assurance and Testing Specifications (QTS)”.

Type Test

SPV modules must be tested and certified by any of the accredited certifying agencies according to above mentioned international standards at Clause No. 4.6 and the type test reports shall be submitted for owner’s approval.

Note:

1. The Module Manufacturer/Supplier, along with the Module datasheet, shall also provide the Details about the PV Cells used for the offered PV Modules. The information shall contain Cell Source, Type, and Electrical Parameters including efficiency, Size, Number of Bus bars and any other relevant information.
2. Bidder shall submit the Self-certified Electro- Luminescence (EL) Test reports of all the Crystalline Silicon based PV Modules being offered.
3. The bidder shall submit the type test reports for SPV Modules carried out within last ten years from the date of techno- commercial bid opening.
4. These reports should be for the test conducted on the equipment similar to those proposed to be supplied under this tender and the test(s) should have been either conducted at an independent laboratory or should have been witnessed by a client.
5. However, if the contractor is not able to submit report of the type test(s) conducted within last ten years from the date of techno- commercial bid opening or in the case of type test report(s) are not found to be meeting the specification requirement, the contractor shall conduct all such tests under this contract at no additional cost to APGENCO either at third party lab or in the presence of client/owner’s representative and submit the reports for approval.

4.8 Documentation to be Furnished by the Supplier

The supplier shall submit the following:

- Valid IS 14286 & IS/IEC 61730 Type Test Certificates
- BIS CRS Registration Certificate
- Flash Test Reports (in digital CSV/PDF format) for 100% modules
- EL images for the tested sample modules
- Quality Assurance Plan (QAP) covering raw material to finished module
- Packing list with module serial numbers

Schedule-1
Guaranteed Technical Particulars

S. No	Description	APGENCO requirement (Option 1)	APGENCO requirement (Option 2)	Bidders confirmation
1	SPV Module Output Power	320/325/330 Wp (no negative tolerance)	615Wp/620Wp (no negative tolerance)	
2	Open circuit voltage (Voc)	≥ 46 V	Vendor to quote	
3	Short circuit current (Isc)	≤ 9.4 Amp	Vendor to quote	
4	Max voltage (V_{Max})	38 V	Vendor to quote	
5	Rated current (I_{Max})	8.7 Amp	Vendor to quote	
6	Maximum System Voltage (Vdc)	1000 V	1000V	
7	Suitability	For grid-connected system and ground mounted	For grid-connected system and ground mounted	
8	Cable & Connectors	1200 mm with 4sq.mm MC4 connector	Vendor to quote	
9	Junction Box	IP 67 or better rated Single Junction Box with 3 Bypass Diodes.	IP 67 or better rated Single Junction Box with 3 Bypass Diodes.	
10	Series Fuse Rating	15 Amp	Vendor to quote	
11	Cell Type	72-cell Mono/Polycrystalline	Vendor to quote	
12	Module Efficiency	Min 17%	Vendor to quote	
13	Temp Range	-40° C to + 85° C	Vendor to quote	
14	Existing Module Dimensions	1956 x 992 x 36 mm	Vendor to quote	

15	Hole to Hole Dimension	1176 mm	Vendor to quote	
16	Weight	22 kg	Vendor to quote	
17	Application Class	Class A (Safety Class II)	Vendor to quote	
18	Frame	Anodized Aluminum Frame	Anodized Aluminum Frame	
19	Mechanical Load Test:	5400 Pa Snow load, 2400 Pa wind load	5400 Pa Snow load, 2400 Pa wind load	
20	Product Warranty	Min 10 Years	Min 10 Years	
21	Power Output warranty	Min 10 Years	Min 10 Years	

Note: All specified parameters are at STC (25°C Cell, 1000 W/m² Irradiance, AM 1.5G Spectrum)

Schedule – 2

Schedule of General Terms and Conditions

(to be uploaded in the Part-I Pre-qualification bid)

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

1	Tender Specification No/Enquiry No., date and due date	:	
2	Offer/quotation No. & Date	:	
3	Name of the bidder	:	
4	GST Registration No	:	
5	DGS&D's Registration No., if any (Please enclose copy of rate contract, if any)	:	
6	Price Basis (F.O.R.)	:	
8	Discount, if any	:	
9	Packing and forwarding charges (If price basis ex-works)	:	
10	GST	:	Included/Excluded (Indicate rate)
11	Freight charges	:	Included/Excluded
12	Insurance	:	Included/Excluded
13	Whether APGENCO Terms of payment acceptable	:	
14	Bank charges	:	To be borne by seller.
15	Delivery Period	:	Within _____days/weeks/ Months from the date of receipt of purchase order.
17	Whether delivery is made in whole/phased delivery	:	
18	Mode of dispatch	:	
19	Confirmation of submission of Performance Bank Guarantee for 10% of order value for performance of Equipment	:	
20	Guarantee Period	:	
21	Transit Insurance charges	:	
22	Confirmation of submission of Security deposit Bank Guarantee/ Demand Draft for 2.5% of order value (for satisfactory fulfillment of the contractual obligations)	:	

We Confirm acceptance towards the following:

23	Validity of offer	:	180 days from the date of opening of PQ bids
24	Recovery of Liquidated Damages period	:	In case of delay in Execution of order beyond stipulated delivery, APGENCO reserves the right to recover from the vendor Liquidated Damages equivalent to 0.5% of the value of delayed materials for each week or part thereof subject to maximum of 5% of total value of Purchase Order.
25	Part order	:	Acceptable
26	Price Variation	:	The prices quoted shall remain firm till execution of full order (in case of any specific price variation formula, the same shall be mentioned with ceiling limits. If the bidder quotes for variable prices, Non furnishing of Ceiling limit and the applicable formula may lead to disqualification of the tender.)
27	Rate Certificate	:	It is certified that prices quoted herein are the same as applicable to other Government Departments/ Public Sector Undertakings.
28	Guarantee Certificate	:	Warranty period is as per Manufacturer product warranty i.e., 10 years from date of installation and Performance warranty 10 years from date of installation (output peak watt capacity with 0.7% degradation per year, which should not be less than 93% at the end of 10 years). If during the period of Guarantee, it is found defective of workmanship or material and/or fails in test/operation due to above defects, such material shall be repaired or replaced by you free of cost to APGENCO within a reasonable time before expiry of Guarantee period. After repairs/replacements if any the material shall be delivered free of charge to the station and if the supplier is not able to effect such repairs or replacement in time, APGENCO may at its option, do so at your risks and expenses and recover the full cost from the bidder.
29	Interchangeability	:	It is certified that the quoted items are interchangeable (If applicable) with the items existing in APGENCO and if fails to interchange, the same shall be replaced free of cost.

Signature of Bidder with Name, Designation and Office Seal)

DEVIATIONS FROM SPECIFICATION

Sub: - Supply of _____ against enquiry
No. _____ dated _____.

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 Enquiry. 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>			

(Company's Seal-----)

Schedule-4

Proforma of letter of transmittal
(To be furnished on Bidder's Letterhead)
(To be enclosed in prequalification bid)

To
The Chief Engineer (HPC&HP),
A.P. Power Generation Corporation Limited,
Vidyut Soudha, Vijayawada 520004, Andhra Pradesh.
Sir,

Ref:- Tender Specification no:**e-1005078/HPC&HP/SPV Modules/APGENCO/2026**

: & :

1. We have carefully examined the conditions, instructions, specifications, drawings etc. in your tender documents cited above. Having examined the Tender Specification No. e-1005078/HPC&HP/SPV Modules/APGENCO /2026, including subsequent amendments and clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer to Supply, testing, packing and forwarding, insurance, transportation and unloading of 1.65 MWp capacity ground-mounted, grid-connected SPV modules of capacities 320 Wp / 325 Wp / 330 Wp, or alternatively, SPV modules of capacities 615Wp/620Wp along with the necessary structure modification/rework of the existing Module Mounting Structures (MMS), wherever required, to ensure proper installation and compatibility with the supplied modules including Installation, testing & commissioning of 1.65 MWp SPV modules at 400 MW Solar Power Project site at Talaricheruvu, Tadipatri, Anantapuramu District, Andhra Pradesh under the above-named Contract in full conformity with the said Bidding Documents and hereby furnish our Bid.
2. Accordingly, we hereby submit this Application for assessment of our qualification duly accompanied by a Bid Security/Earnest Money Deposit of Rs _____ in the form of _____
3. We further confirm that our bid contains no deviation from your tender conditions and specifications.
4. Besides furnishing the information in the schedules, we submit additional data/certificates as indicated in the list of Enclosures.
5. We hereby certify that all the statements made and information supplied in the Schedules and additional data etc. furnished are true and correct.
6. We have furnished all information and details necessary for demonstrating our qualification and have no further pertinent information to supply.
7. We also hereby declare that we have not been blacklisted/ debarred/ disqualified by any government entity or any international agency for non-delivery or noncompliance of contracts or under corrupt/ fraudulent practices.

8. We confirm that, we have not applied for or availed corporate debt restructuring/ strategic debt restructuring and not cleared the loan for more than six years/ whether DRT/NCLT proceedings pending or not, is not eligible to participate in the bid.
9. We confirm that, we are not be under any liquidation court receivership or similar proceedings on the due date of submission of bid

Thanking you, we remain,

Date

Seal of the Bidder

Signature

Designation

Address of the Bidder

Schedule-5

PROFORMA OF GUARANTEE FOR EQUIPMENT PERFORMANCE

The tenderer hereby guarantees the requirements of this specification.

If any of the requirements of the guarantees given are not fulfilled, the purchaser has the right to reject the equipment, and if capacity, performance and efficiency obtained during acceptance tests falls short of that guaranteed by the tenderer, the tenderer hereby affirms that such deficiency will be made good by rectifying/replacing the defective parts. All the replaced parts shall be removed from the site. While the facility for making good the deficiency will be normally given once, the purchaser is entitled to reject the equipment in case of repeated failure to meet the guarantee as per the specification.

Name of the firm:

Signature of the bidder:

Designation:

Date:

Seal of the company

Schedule-6

Proforma of Letter of Authority

(To be furnished on Principal's Letter head)

M/s Andhra Pradesh Power Generation Corporation Ltd

Dear Sirs,

Ref: Tender Enquiry No. _____ Due opening date _____

In connection with your above tender enquiry M/s _____

(Name and full address _____ Telephone No. _____

And Fax No. _____) have been duly authorized by the undersigned 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,

For and on behalf of

Name _____

Designation _____

SCHEDULE-A
PRICE BID FORMAT

S. No	Description of the Work	Qty	Rate per Wp	Amount in Rs
1.	Supply, testing, packing and forwarding, insurance, transportation and unloading of ground-mounted, grid-connected Solar Photovoltaic (SPV) modules at 400 MW Solar Power Project site at Talaricheruvu, Tadipatri, Anantapuramu District, Andhra Pradesh.	1.65 MWp		
2	Structure modification/rework of the existing Module Mounting Structures (MMS), wherever required, to ensure proper installation and compatibility with the supplied modules including Installation, testing & commissioning	1.65 MWp		
3	GST			
4	Grand Total			

Note:

1. The Bidder shall quote the Prices in the price bid through AP e-platform otherwise their offer will be treated as non-responsive and disqualified.
2. The Bidder shall quote for only S.No.1 in case of supply of 320Wp/325Wp/330Wp capacities.
3. The Bidder shall quote for S.No.1 & 2 in case of supply of 615Wp/620Wp.
4. The bidder shall mention applicable taxes on the Prices.
5. However, the bidder may upload this sheet in Attachments folder in the price bid.
6. The tender will be evaluated based on the lowest quoted rate either for the supply of 320Wp/325Wp/330Wp or supply and installation of 615Wp/620Wp modules.

Date

Place

Signature-----

Name-----

Designation-----

(Seal)-----

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee 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 our proforma which will be enclosed along with the Purchase Order.
4. The Bank Guarantee should be executed by a nationalized 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, deletion in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
8. Two persons should sign as witnesses mentioning their full name and address.

Validity of Bank Guarantees:

9. The Bank Guarantee for EMD shall be valid for a period of 270 days from the date of opening of pre-qualification with a claim period of 6 months.
10. The Bank Guarantee for PEMD shall be valid for a period of 3 years from the date of submission with a further claim period of 6 months.
11. The Bank Guarantee for Security Deposit shall be valid for a period of 6 months over and above the Delivery period.
12. The Bank Guarantee for Performance Guarantee shall be valid for a period of 6 months over and above the Guarantee period.

ANNEXURE-1
(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

- This Bank Guarantee is unconditional and absolute

- Claim against this Bank Guarantee shall be honoured without any delay or demur; and
- 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:

1. The liability of the Bank under this Guarantee shall not exceed... ..
2. This Guarantee shall be valid up to Dt. _____
3. 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

Designation Address & Seal of the Bank

Witness: (1) & (2)

ANNEXURE-2

(TO BE STAMPED INACCORDANCE 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

Designation Address & Seal of the Bank

Witness: (1) & (2)

ANNEXURE-3
FORM OF INSURANCE SURETY BOND FOR BID SECURITY (EMD)

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 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).

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**.

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)

This **Surety Bond** shall be irrevocable and remain in full force for a period of 450 (Four hundred and Fiftyty) 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.

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.

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**.

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.

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.

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.

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.

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.

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.

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).

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 450 days after the Bid Due Date)].

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.

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)

ANNEXURE-4

(TO BE STAMPED INACCORDANCE 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.....
1. This Guarantee shall be valid up to Dt. _____
2. 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:

ANNEXURE-5

(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
 1. Claim against this Bank Guarantee shall be honoured without any delay or demur; and
 2. 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:

ANNEXURE-6
FORM OF INSURANCE SURETY BOND

[Security Deposit/Performance Security/Additional Performance 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:

- 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.
- 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.

- 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**.
- It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the APGENCO to proceed against the Contractor before **presenting** to the **Surety Insurer** its demand under this **Surety Bond**.
- The APGENCO shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond**, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment 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.
- 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.
- 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.
- 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.
- 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**.
- 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.

- 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**.
- 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).
- 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.
- 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)

Annexure-7

Consent Form

We hereby issue Consent for the SBI e-payment System implemented by APGENCO for arranging e-payment for the Supply of following material/ Execution of Work.

S. No.	Description	
1	Name of the Work	
2	Purchase Order/Agreement Ref No.	
3	Bank Account No. with Branch Details	
4	Type of Account (Current/Cash Credit etc)	
5	Full Name of the Beneficiary as per Bank Records	
6	IFSC Code etc.,	

It is noted that APGENCO will not accept any 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.

Authorized Signatory of the Agency

Annexure-8

MFGR.'s LOGO		MANUFACTURER'S NAME AND ADDRESS	MANUFACTURING QUALITY PLAN			PROJECT : PACKAGE : CONTRACT NO. : MAIN-SUPPLIER:								
			ITEM :	QP NO.: REV.NO.: DATE: PAGE: OF....										
SUB-SYSTEM:														
S. NO	COMPONENT & OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		AGENCY			REMARKS
					M	C / A			M	C	A			
1.	2.	3.	4.	5.	6.		7.	8.	9.	D*	** 10.			11.
			LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. ** M: MANUFACTURER/SUB-SUPPLIER ** C: MAIN SUPPLIER, A: APGENCO, P: PERFORM W: WITNESS AND V: VERIFICATION. AS APPROPRIATE, CHP: APGENCO SHALL IDENTIFY 'W' IN COLUMN "A"						DOC. NO.:	REV..... CAT.....				
MANUFACTURER/ SUB-SUPPLIER		MAIN-SUPPLIER						FOR APGENCO USE						
SIGNATURE														

Annexure-9

SUPPLIER'S LOGO		SUPPLIER'S NAME AND ADDRESS	FIELD QUALITY PLAN				PROJECT : PACKAGE : CONTRACT NO. : MAIN-SUPPLIER:			
			ITEM : SUB-SYSTEM:	QP NO.: REV. NO.: DATE: PAGE: OF....						
SL. NO.	ACTIVITY AND OPERATION	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTITY OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		REMARKS
1.	2.	3.	4.	5.	6.	7.	8.	9.	D*	10.
			LEGEND: A = CRITICAL, B=MAJOR, C=MINOR;					DOC. NO.:	REV.....	

		‘A’ SHALL BE WITNESSED BY OWNER QUALITY DEPTT., ‘B’ SHALL BE WITNESSED BY OWNER ERECTION / CONSTRUCTION DEPTT. AND ‘C’ SHALL BE WITNESSED BY MAIN SUPPLIER (A & B CHECK SHALL BE OWNER CHP STAGES)				
MANUFACTURER / SUB-SUPPLIER	MAIN-SUPPLIER		FOR APGENC O USE			
SIGNATURE				REVIEW ED BY	APPROV ED BY	APPROV AL SEAL