

(Annexure-II to Memo.No.3334784/K/2026, MA&UD(K) Dept., dated:15.07.2026.)

Corrigendum to the RFP, DCA and Schedule and PPA

Tender Notice No.	1. NREDCAP/WtE/TPT Cluster/2026-27 Date: 01/04/2026
Name of Work	1. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

I. Request for Proposal

Sl. No	Clause No.	Existing Clause	Corrigendum / Amendment	Type of Change
1	RFP GLOSSARY AND DEFINITIONS	Pre-Determined Power Tariff: means INR 7.95 per kWh for procurement of power from WtE plant, commissioned as per PPA. The tariff is subject to approval of APERC and any changes to the tariff as suggested by APERC shall be incorporated in the Power Purchase Agreement.	Pre-Determined Power Tariff: means INR 7.95 per kWh for procurement of power from WtE plant, commissioned as per PPA	Amendment
2	RFP GLOSSARY AND DEFINITIONS		Total Project Cost: “Total Project Cost” means the capital cost incurred on the construction of the Project, but excluding Site, and shall be limited to the lowest of: (a) the capital cost of the Project, set forth in the Financial Package less Capital Grant; or (b) a sum of Rs. INR 257.51 crore (Rupees three hundred and twenty- four crore and seventy lakhs only) less Capital Grant. Provided that in the event WPI increases, on	Addition

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			an average, by more than [3% (three per cent)] per annum for the period between the Bid Date and the COD, the amount mentioned in (a) and (b) above shall be increased such that the effect of increase in WPI, in excess of such [3% (three per cent)], is reflected in the Total Project Cost; provided also that the Total Project Cost shall not exceed the actual capital cost of the Project upon completion of the Project;	
3	RFP GLOSSARY AND DEFINITIONS	Acceptable Waste means source segregated MSW that is produced by households, commercial enterprises, healthcare units (non-bio-medical) including, solid or semi-solid domestic waste, sanitary waste (as defined under the SWM Rules), non-hazardous industrial solid waste, commercial waste, institutional waste, horticulture waste, agriculture and dairy waste, catering and market waste, food waste, paper, cardboard, wood, textiles, plastics, and excludes Prohibited Waste.	Acceptable Waste means source / Material Recovery Facility (MRF) segregated MSW that is Refuse Drive Fuel (RDF), as per SWM Rules 2026, supplied to the Concessionaire.	Amendment

Sl. No	Clause No.	Existing Clause	Corrigendum / Amendment	Type of Change
4	RFP Clause 4.1 (a) (i)	4.1. (a) <u>Development / Design and Construction Experience</u> i. In the 7 (seven) years preceding the Bid Due Date, the Bidder shall have developed and/or designed and constructed at least: (A) 1 (one) waste to electricity facility capable of handling and processing at least 800 TPD of solid waste; or (B) 2 (two) waste to electricity facilities capable of handling and processing at least 500 TPD of solid waste each; or (C) 3 (three) waste to electricity facilities capable of handling and processing at least 400 TPD of solid waste each. in each case, as evidenced by a certification to be provided by the relevant government authority/client in the format set out in Annex 5A.	4.1. (a) <u>Development/Design and Construction Experience</u> i. In the 10 (ten) years preceding the Bid Due Date, the Bidder shall have developed and/or designed and constructed at least: (A) 1 (one) waste to electricity facility having power generation capacity of 12 MW; or (B) 2 (two) waste to electricity having power generation of 7.5MW each; or (C) 3 (three) waste to electricity having power generation at least 6MW each. , in each case, as evidenced by a certification to be provided by the relevant government authority/client in the format set out in Annex 5A.	Amendment
5	RFP Clause 4.1 (a) (ii)	4.1. (a) (ii) Any waste to electricity facility that a Bidder seeks to rely on to demonstrate development/design and construction experience under Clause 4.1(a)(i) above should have been: (A) successfully operational for at least two years in India and/or abroad in the 7 (seven) years preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for	4.1. (a) (ii) Any waste to electricity facility that a Bidder seeks to rely on to demonstrate development/design and construction experience under Clause 4.1(a)(i) above should have been: (A) successfully operational for at least two years in India and/or abroad in the 10 (ten) years preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for	

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		such facility(ies); and (B) developed or designed and constructed to comply with the emission standards set out in Table 1 of the Environmental, Health, and Safety Guidelines for Waste Management Facilities dated December 10, 2007, in each case, as evidenced by a certification to be provided by the relevant government authority/client in the format set out in Annex 5A of the RFP	such facility(ies); and (B) developed or designed and constructed to comply with the emission standards set out in Table 1 of the Environmental, Health, and Safety Guidelines for Waste Management Facilities dated December 10, 2007, in each case, as evidenced by a certification to be provided by the relevant government authority/client in the format set out in Annex 5A of the RFP.	
6	RFP Clause 4.1 (b) (i)	4.1. (b) Operation and Maintenance Experience (i) In the 7 (seven) years preceding the Bid Due Date, the Bidder shall have successfully operated and maintained either: (A) 1 (one) waste to electricity facility capable of handling and processing at least 800 TPD of solid waste; or (B) 2 (two) waste to electricity facilities capable of handling and processing at least 500 TPD of solid waste each; or (C) 3 (three) waste to electricity facilities capable of handling and processing at least 400 TPD of solid waste each.	4.1. (b) (i) Operation and Maintenance Experience In the 10 (ten) years preceding the Bid Due Date, the Bidder shall have successfully operated and maintained either: (A) 1 (one) waste to electricity facility having power generation capacity of 12 MW; or (B) 2 (two) waste to electricity having power generation of 7.5MW each; or (C)3 (three) waste to electricity having power generationat least 6MW each.	Amendment
7	RFP Clause 4.1 (b) (ii)	4.1. (b) (ii) Any waste to electricity facility that a Bidder seeks to rely on to demonstrate	4.1. (b) (ii) Any waste to electricity facility that a Bidder seeks to rely on to demonstrate O&M	Amendment

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		O&M experience under this Clause 4.1(b) should have been: (A) successfully operated and maintained for at least two years in India and/or abroad in the 7 (seven) years preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such facility(ies); and; (B) operated and maintained to comply with the emission standards set out in Table 1 of the Environmental, Health, and Safety Guidelines for Waste Management Facilities dated December 10, 2007, (collectively, the O&M Capacity), in each case, as evidenced by a certification to be provided by the relevant government authority in the format set out in Annex 5B.	experience under this Clause 4.1(b) should have been: (A) successfully operated and maintained for at least two years in India and/or abroad in the 10 (ten) years preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such facility(ies); and; (B) operated and maintained to comply with the emission standards set out in Table 1 of the Environmental, Health, and Safety Guidelines for Waste Management Facilities dated December 10, 2007, (collectively, the O&M Capacity), in each case, as evidenced by a certification to be provided by the relevant government authority in the format set out in Annex 5B.	
8	RFP Clause 4.3		High Net Worth Criteria: (i) In case the bidder does not have the Technical Criteria mentioned in RFP Clause 4.1, but has a Net Worth equivalent to 60% of Total Project Cost (TPC) or above as on 31st March 2026, (the “High Networth Bidder”) the bidder shall be exempted from the Technical Criteria mentioned in Clause 4.1. However, under this clause, the Net worth shall have to be fulfilled by Sole Bidder. Consortium as a whole cannot seek eligibility under this	Addition

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			criterion. (ii) The High Network Bidder shall enter into MoU / Agreement with Technology Partner for supply of Technology and setting up of the Plant, and submit with its Bid, certification from the OEM for support during the entire Concession Period. (iii) The High Network Bidder shall enter into a JV / Consortium with O & M partner for running, operation and management of the Plant. A JV / Consortium Agreement is to be submitted with the Bid. (iv) Further, the O&M partner must have experience as per Clause 4.1 (b) (i) &(ii). (v) Provided further that, the Member of the Consortium whose experience was relied upon for the purposes of demonstrating that the Consortium has the O&M Capacity to undertake the Project must hold not less than 10% (ten per cent) of the total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after the COD. (vi) Further, Such Bidder shall have to submit its plan to the Authority to	

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			ensure that the Project is implemented to meet its objectives and performance as per terms and conditions of the Concession Agreement and conforming to the standards and specifications stipulated therein. For avoidance of doubt, it is clarified that submission of such plan to the Authority for sourcing the requisite technical competency towards execution of the Project shall not relieve the Selected Bidder / Concessionaire from any obligation as per the Bidding Documents / Concession Agreement and they shall solely be responsible for fulfilment and performance of the contract as per terms and conditions stipulated therein.	
9	RFP Clause 4.1 C <u>It is clarified that:</u>	viii. if the Consortium is subsequently declared the Selected Bidder, then each Member of the Consortium whose experience was relied upon for the purposes of demonstrating that the Consortium has the Technical Capacity to undertake the Project must hold not less than 10% (ten per cent) of the total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after the COD. Provided further that, the Member of the Consortium whose experience was relied upon for the purposes of demonstrating that the Consortium has the O&M Capacity to undertake the Project must hold not less than 10% (ten per cent) of the total Equity	viii. if the Consortium is subsequently declared the Selected Bidder, then each Member of the Consortium whose experience was relied upon for the purposes of demonstrating that the Consortium has the Technical Capacity to undertake the Project must hold not less than 10% (ten per cent) of the total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after the COD. Provided further that, the Member of the Consortium whose experience was relied upon for the purposes of demonstrating that the Consortium has the O&M Capacity to undertake the Project must hold not less than 10% (ten per cent) of the total Equity	Amendment

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		Contribution and voting rights of the Concessionaire for the term of the Agreement.	Contribution and voting rights of the Concessionaire until 2 (two) years after the COD.	
10	RFP Clause 8.1 (f)	(f) In case of any inconsistency, discrepancy, or conflict between the provisions of this RFP and those of the Model Power Purchase Agreement, the provisions of the Model Power Purchase Agreement shall prevail to the extent of such inconsistency.	Clause 8.1 (f) Deleted	Deletion
11	RFP Clause 15.2	15.2. The Bidder shall provide the Earnest Money Deposit in the form of an unconditional, irrevocable, and on-demand bank guarantee issued by a Scheduled Bank. The bank guarantee for the Earnest Money Deposit shall be issued in favour of the "New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)", represented by the VC & MD, NREDCAP payable at Tadepalli and in the format set out in Annex 8.	15.2. The Bidders will have an option to provide Bid Security in the form of Insurance Surety Bonds / Account Payee Demand Draft / Fixed Deposit Receipts / banker's Cheque / RTGS / NEFT or a Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks, as per the format provided in the RFP and in such event, the validity period of bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The bank guarantee for the Earnest Money Deposit shall be issued in favour of the "New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)",	Amendment

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			represented by the VC & MD, NREDCAP payable at Tadepalli and in the format set out in Annex 8.	
12	RFP Clause 16.4 and 16.5	Clause 16.4: The performance bank guarantee of INR 25 lakh/MW to be furnished to the APDISCOM before signing of the PPA for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in the PPA as per format provided in Schedule 2. The Performance Bank Guarantee of INR 25 lakh/MW shall be submitted in three (3) Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% value. Performance Bank Guarantee will have a validity period of six months from the Scheduled COD as per the PPA. Clause 16.5. The failure on the part of the WtE developer to furnish the Performance Bank Guarantee to the DISCOM before signing of the PPA or to maintain the Performance Bank Guarantee till the validity period of the Performance Bank Guarantee as stated in Clause 16.4, shall be a material breach of the terms of the Power Purchase Agreement on the part of the WtE developer.	Clause 16.4 and 16.5 – Deleted	Deletion
13	RFP- Annexure 12 – Notes	The proposed locations of the WtE Plants are tentative and the NREDCAP reserves the right to change the locations during the Bidding Process.	Deleted	Deletion

II. Draft Concession Agreement and Schedule

Sl. No	Clause No.	Existing Clause	Corrigendum / Amendment	Type of Change
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Sl. No	Clause No.	Existing Clause	Corrigendum / Amendment	Type of Change
1	DCA Article 1 DEFINITIONS AND INTERPRETATION	1.1 Definitions Acceptable Waste means source segregated MSW that is produced by households, commercial enterprises, healthcare units (non-bio-medical) including, solid or semi-solid domestic waste, sanitary waste (as defined under the SWM Rules), non-hazardous industrial solid waste, commercial waste, institutional waste, horticulture waste, agriculture and dairy waste, catering and market waste, food waste, paper, cardboard, wood, textiles, plastics, and excludes Prohibited Waste.	Acceptable Waste means source / Material Recovery Facility (MRF) segregatedMSWthat is Refuse Drive Fuel (RDF), as per SWM Rules 2026, supplied to the Concessionaire	Amendment
2	DCA Article 1 DEFINITIONS AND INTERPRETATION	1.1 Definitions Maximum Permissible Mixed MSW Quantity: means a maximum quantity of Mixed MSW, which shall not exceed an amount equivalent to 20% (twenty per cent) of the Daily Guaranteed Acceptable Waste Quantity], which the Concessionaire shall be required to Segregate, process (if applicable) and dispose of in accordance with the requirements of this Agreement.	Deleted	Deletion
3	DCA Clause 2.2	2.2 Processing Technology The Authority desires to create model system for MSW management system,	2.2 Processing Technology The Authority desires to create model system for MSW management system,	Amendment

Sl. No	Clause No.	Existing Clause	Corrigendum / Amendment	Type of Change
		which would scientifically, process and dispose of MSW, have maximum recycling and recovery, and create public awareness. Without prejudice to the generality of the foregoing, Concessionaire shall develop the Project Facilities using technology or technologies adhering to Solid Waste Management Rules, 2026 and in accordance with terms of this Agreement and Applicable Law (the Proposed Technology) which ensures: (a) The bio-degradable and recyclable content of the MSW are separated through a suitable Material Recovery Facility (MRF); (b) a suitable technology is used for Processing of combustible content of the MSW; (c) a suitable technology is used for recovering and processing recyclable content of the MSW; (d) a suitable technology is used for drying of sludge /MSW; (e) not more than 20% of the MSW received at the Processing Facility is disposed off in the Scientific Landfill (f) minimum 98% of waste measured at	which would scientifically, process and dispose of MSW, have maximum recycling and recovery, and create public awareness. Without prejudice to the generality of the foregoing, Concessionaire shall develop the Project Facilities using technology or technologies adhering to Solid Waste Management Rules, 2026 and in accordance with terms of this Agreement and Applicable Law (the Proposed Technology) which ensures: (a) Deleted; (b) a suitable technology is used for Processing of combustible content of the MSW; (c) a suitable technology is used for recovering and processing recyclable content of the MSW; (d) a suitable technology is used for drying of sludge /MSW; (e) not more than 15% of Inert material is disposed off in the Scientific Landfill (f) minimum 98% of waste measured at Processing Output Weighbridge shall be disposed off in the Scientific Landfill.	

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		Processing Output Weighbridge shall be disposed off in the Scientific Landfill. Further specifications are included in the Project Information and RFP document.		
4	DCA Clause 18.5	(b) The Acceptable Waste supplied by the Authority on any day shall not be less than 600 TPD (the Daily Guaranteed Acceptable Waste Quantity).	(b) The Acceptable Waste supplied by the Authority on any day shall not be less than 500 TPD (the Daily Guaranteed Acceptable Waste Quantity).	Amendment
5	DCA Clause 18.5	(e) The Concessionaire shall receive and accept all quantities of Acceptable Waste delivered by the Authority at the Receipt Point subject to the following: (i) on any day during the O&M Period, the Concessionaire shall not be required to accept any quantities of Acceptable Waste in excess of 10% (one hundred and ten per cent)] of the Design Capacity; and	(e) The Concessionaire shall receive and accept all quantities of Acceptable Waste delivered by the Authority at the Receipt Point subject to the following: (ii) on any day during the O&M Period, the Concessionaire shall not be required to accept any quantities of Acceptable Waste in excess of 110% (one hundred and ten per cent) of the Design Capacity; and	Correction
6	DCA Clause 18.8	18.8 Segregation of Mixed MSW (a) The Concessionaire shall be responsible for Segregation of the Mixed MSW up to the Maximum Permissible Mixed MSW Quantity in accordance with the Waste Acceptance and Rejection Plan.	Deleted	Deletion

Sl. No	Clause No.	Existing Clause	Corrigendum / Amendment	Type of Change
		(b) Any Waste that is Segregated from the Mixed MSW will be processed at the WtE Facility as if such waste was Acceptable Waste and any Recyclable Materials recovered from the Segregation of the Mixed MSW may be sold by the Concessionaire in accordance with Clause 18.10. (c) Any Residual Waste left after Segregation of the Mixed MSW, and that cannot be processed at the Project Facilities or be sold as Recyclable Materials, shall be delivered by the Concessionaire at the Delivery Point for disposal in accordance with Clause 18.9.		
7	DCA Clause 21.1 (c) Residual Inert Matter and Waste Guarantee	(i) The Concessionaire shall ensure that the Residual Inert Matter that is generated from the WtE Facility or the Residual Waste that is left after Segregation of Mixed MSW, on any day during the O&M Period shall not exceed in aggregate 25% (twenty-five per cent) of the Daily Acceptable Waste Quantity (Residual Inert Matter and Waste Guarantee).	(i) The Concessionaire shall ensure that the Residual Inert Matter that is generated from the WtE Facility, on any day during the O&M Period shall not exceed in aggregate 15% (fifteen per cent) of the Daily Acceptable Waste Quantity (Residual Inert Matter and Waste Guarantee).	Amendment
8	DCA Clause 22.3 Grant Payments	(b) Notwithstanding the amount quoted by the Selected Bidder in its Financial Proposal, the Grant that the Concessionaire is entitled to under this Agreement shall be the lower of the following amounts:	(b) Notwithstanding the amount quoted by the Selected Bidder in its Financial Proposal, the Grant that the Concessionaire is entitled to under this Agreement shall be the lower of the	Amendment

Sl. No	Clause No.	Existing Clause	Corrigendum / Amendment	Type of Change
		(i) the sum specified by the Selected Bidder in the Bid and as accepted by the Authority; (ii) the sum equal to 150% (one hundred and fifty per cent) of the Equity Contribution; and (iii) an amount not exceeding 30% (thirty per cent) of the Total Project Cost.	following amounts: (i) the sum specified by the Selected Bidder in the Bid and as accepted by the Authority; (ii) the sum equal to 150% (one hundred and fifty per cent) of the Equity Contribution; and (iii) an amount not exceeding 34% (thirty four per cent) of the Total Project Cost.	
9	DCA Article 22- Grant Clause 22.3 (c)	Grant Disbursal – Clause 22.3 (c) (i) Subject to this Clause 22.3(c), the Grant will be paid by the Authority to the Concessionaire in the following instalments: (A) 1st (first) instalment of 25% (twenty per cent) of the Grant, upon issue of the Milestone Completion Certificate for the 1st (first) Project Milestone; (B) 2nd (second) instalment of 25% (twenty per cent) of the Grant, upon issue of the Milestone Completion Certificate for the 2nd (second) Project Milestone; (C) 3rd (third) instalment of 25% (twenty per cent) of the Grant, upon issue of the Milestone Completion Certificate for the 3rd (third) Project Milestone; and	Grant Disbursal - Clause 22.3 (c) (i) Subject to this Clause 22.3(c), the Grant will be paid by the Authority to the Concessionaire in the following instalments: (A) 1st (first) instalment of 50% (fifty percent) of the Grant, upon issue of the Milestone Completion Certificate for the 1st (first) Project Milestone; (B) 2nd (second) instalment of 50% (fifty per cent) of the Grant, upon issue of the COD Certificate (or the deemed COD Certificate). Further, the Grant Disbursal is subject to Grant disbursement guidelines of the Viability Gap Funding Scheme of	Amendment

Sl. No	Clause No.	Existing Clause	Corrigendum / Amendment	Type of Change
		(D) 4th (fourth) instalment of 25% (twenty per cent) of the Grant, upon issue of the COD Certificate (or the deemed COD Certificate).	Department of Economic Affairs, Ministry of Finance, Government of India, wherein it is disbursed only after the Private Sector Company has subscribed and expended all the equity contribution required for the project and will be released in proportion to debt disbursements by Lead Financial Institution.	
10	DCA Schedule – 20 Scope of Work	The Concessionaire will be responsible for selling the recyclables as per the SWM Rules, 2026 and other applicable environmental laws. It will also be responsible for disposal of post- processing rejects/ Inert/ residues (not exceeding 25% of incoming waste quantity) at a Sanitary Landfill Facility (SLF) developed by the Authority.	The Concessionaire will be responsible for selling the recyclables as per the SWM Rules, 2026 and other applicable environmental laws. It will also be responsible for disposal of post- processing rejects/ Inert/ residues (not exceeding 15% of incoming waste quantity) at a Sanitary Landfill Facility (SLF) developed by the Authority.	Amendment
11	DCA Schedule 22-KPI	Inert should not be more than 25% of the incoming waste and should be handed over/transported to the delivery point (to be informed by the authority).	Inert should not be more than 15% of the incoming waste and should be handed over/transported to the delivery point (to be informed by the Authority).	Amendment