

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	Corrections	Type of Change
1	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 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;	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 two hundred and fifty-seven crore and fifty one lakhs only) less Capital Grant. Provided that in the event WPI increases, on 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;	Correction

Sl. No	Clause No.	Existing Clause	Corrections	Type of Change
2	RFP Clause 4.1 (a) (i)	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.	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 at least 12 MW ; or (B) 2 (two) waste to electricity having power generation of at least 6 MW 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.	Correction
3	RFP Clause 4.1 (b) (i)	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	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 at least 12 MW ; or (B) 2 (two) waste to electricity having power generation of at least 6MW each ; or	Correction

Sl. No	Clause No.	Existing Clause	Corrections	Type of Change
		(C)3 (three) waste to electricity having power generation at least 6MW each.	(C) 3 (three) waste to electricity having power generation at least 6MW each.	

II. Draft Concession Agreement and Schedule

Sl. No	Clause No.	Existing Clause	Corrections	Type of Change
1	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, 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).	(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). If the Concessionaire is unable to achieve the Residual Inert Matter and Waste Guarantee on any day of the O&M Period, then the Concessionaire shall be liable to pay Residual Inert Matter and Waste Liquidated Damages equivalent to 0.1% (zero point one per cent) of the O&M Security for each such day.	Correction
2	DCA Clause 9.1: Performance Security and O&M Security	9.1 The Concessionaire shall have submitted to the Authority, prior to the Execution Date, an unconditional and irrevocable bank guarantee for an amount equal to an amount equal to Rs. 12.87 crores (Rupees twelve crores and eighty seven lakhs only) (the Performance Security). Until the Performance Security has been submitted to the Authority, the Bid Security shall remain in force and effect, and upon the submission of the Performance Security, the Authority's Representative shall release the Bid Security to the Concessionaire. Notwithstanding	Clause 9.1 The Concessionaire shall have submitted to the Authority, prior to the Execution Date, an unconditional and irrevocable bank guarantee an amount equal to Rs. 9.87 crore (Rupees nine crore and eighty-seven lakhs only) in favour of the Authority and Rs 3 crore (Rs. three crore only) in favour of DISCOM (in the format provided at Schedule 2 of Power Purchase Agreement) (the Performance Security). Until the Performance Security has been submitted to the Authority, the Bid Security shall remain in force and effect,	Correction

Sl. No	Clause No.	Existing Clause	Corrections	Type of Change
		anything to the contrary in this Agreement, in the event that the Performance Security is not provided by the Concessionaire on or before the execution of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as damages, and all rights, privileges, claims and entitlements of the Concessionaire under or arising out of the LOA shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire.	and upon the submission of the Performance Security, the Authority's Representative shall release the Bid Security to the Concessionaire. Notwithstanding anything to the contrary in this Agreement, in the event that the Performance Security is not provided by the Concessionaire on or before the execution of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as damages, and all rights, privileges, claims and entitlements of the Concessionaire under or arising out of the LOA shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire.	