

**NEW AND RENEWABLE ENERGY DEVELOPMENT CORPORATION
OF ANDHRA PRADESH LIMITED (NREDCAP)**



REQUEST FOR PROPOSAL (RFP)

for

**DEVELOPMENT OF 15 MW WASTE TO ENERGY (WtE) PLANT AT
VIJAYAWADA, ANDHRA PRADESH ON PPP BASIS**



BID DOCUMENT

Volume-I: Instruction to Bidders

Tender Notice no.: NREDCAP/WtE/VJA Cluster/2026-27 Date: 01/04/2026

LETTER OF INVITATION

To,

All Potential Bidders

Sub: **Development of 15 MW WtE Plant at Vijayawada, Andhra Pradesh on PPP basis**

Dear Ma'am / Sir,

The Municipal Administration and Urban Development (“**MA&UD**”) Department, Government of Andhra Pradesh, through Commissioner, **Vijayawada Municipal Corporation** (“**VMC**”) and the **Participating ULBs** (hereinafter referred to as the “**Authority**”) have resolved to eradicate reliance on conventional waste disposal methods such as open burning and landfilling. In line with the mission, the Authority aims to promote energy recovery from Municipal Solid Waste (MSW), thereby advancing sustainable waste management practices across the region. The Authority, in order to achieve the aforementioned objective, proposes the development of **15 MW Waste to Energy (WtE) Plant at Vijayawada** on Public Private Partnership basis through Design, Build, Finance, Operate, Maintain and Transfer (“**DBFOT**”) model (as specified in the Bidding Documents), (“**Project**”) in accordance with the terms and conditions contained in the Bidding Documents. New and Renewable Energy Development Corporation of Andhra Pradesh Limited (“**NREDCAP**”) has been authorized by the Authority and APDISCOMS to conduct the bidding process on their behalf for selection of an entity to whom the Project may be awarded.

Sl. No.	Head	Details
1	Authority	Vijayawada Municipal Corporation (“ VMC ”) and the Participating ULBs
2	Authorised Authority for executing Bidding Process	New and Renewable Energy Development Corporation of Andhra Pradesh Limited, (“ NREDCAP ”)
3	Department & Address for Communication	Head office: 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District, Pin : 522 501
4	Tender Notice No.	NREDCAP/WtE/VJA Cluster/2026-27 Date: 01/04/2026
5	Name of Work / Project	Development of 15 MW Waste to Energy (WtE) Plant at Vijayawada on PPP basis
6	Concession Period	22 Years (including 2 years of construction period)
7	Total Project Cost	INR 324.70 crore (Rupees three hundred and twenty- four crore and seventy lakhs only)
8	Earnest Money Deposit	INR 3.24 crore (Rupees three crore and twenty-four lakhs only)
9	Cost of RFP (Tender Document)	INR 30,000/- (Rupees thirty thousand only)
10	Contact Person	VC & MD, NREDCAP
11	e-mail id	we@nredcap.in , office@nredcap.in
12	Contact Telephone Nos.	0863 2347650/51/52
13	Tender Technical Support	0863 2347650/51/52

The NREDCAP invites Bid from interested bidder to submit their Bid for Project pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the NREDCAP pursuant to this RFP, including the draft Concession Agreement, as modified, altered, amended and clarified from time to time by the NREDCAP.

Please note that the NREDCAP reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

The complete BID document can be viewed / downloaded from e-procurement portal of Andhra Pradesh <https://tender.apecurement.gov.in>, or from <https://www.nredcap.in> from 01.04.2026 to 27.04.2026 (up to 1100 Hrs. IST). Bid must be submitted online only at <https://tender.apecurement.gov.in> during the validity of registration with the e-Tendering Portal on or before 27.04.2026 (upto 1700 hours IST). Technical submissions of the Bids received online shall be opened on 28.04.2026 (at 1100 hours IST).

Bid submitted through any other mode shall not be entertained. However, Earnest Money Deposit, Power of Attorney for signing of Bid, Power of Attorney for Lead Member of Consortium, if any, Joint Bidding Agreement for Consortium, if any, Integrity Pact, and experience certificates apostille at foreign origin, if any, shall be submitted physically in original by the Selected Bidder before issuance of Letter of Award (LOA) by the NREDCAP.

Capitalized terms used in this letter but not defined herein, shall have the meaning ascribed to such terms in the RFP.

Yours faithfully,

-sd-

For

VC & MD, NREDCAP
Government of Andhra Pradesh.

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DISCLAIMER

The information contained in this RFP, or any other information or document provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of **the Vijayawada Municipal Corporation (VMC) and the Participating ULBs** and its employees or advisors is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and further it is neither an offer nor an invitation by the NREDCAP to the Bidders or any other Person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

This RFP includes statements which reflect various assumptions and assessments arrived at by the NREDCAP and the Authority and their advisors for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in this RFP may not be appropriate for all Persons and it is not possible for the NREDCAP and the Authority and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP.

The information provided in this RFP is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law.

Except as provided in the RFP and the Agreement, the NREDCAP and the Authority and their employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in this RFP, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained in this RFP or deemed to form part of this RFP.

It will be deemed that by submitting the Bid, a Bidder agrees and releases the NREDCAP and the Authority and their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under this RFP and/or in connection with the Bid Process, to the fullest extent permitted by applicable law.

The NREDCAP and the Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in this RFP. The issue of this RFP does not imply that the NREDCAP is bound to qualify any Bidder or to award the Project to any Bidder. The NREDCAP reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

GLOSSARY AND DEFINITIONS

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above. Unless the context otherwise requires, expressions not defined in this RFP but defined in the Concession Agreement to be executed between the Authority, the Confirming Party and the Concessionaire and the Power Purchase Agreement to be executed between the APDISCOM and the Concessionaire shall have the meaning assigned thereto in the Concession Agreement and the Power Purchase Agreement respectively. In this RFP, unless the context otherwise requires, the words importing singular shall include plural and *vice versa*.

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.
Accounting Year	means the Accounting Year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.
Addendum or Addenda or Annexure	means an addendum or addenda or annexure to the RFP.
Agreement	means the Concession Agreement to be executed between the Authority, the Confirming Party and the Concessionaire, a draft of which is, or shall be, issued by the NREDCAP along with this RFP.
Annual Turnover	means the gross revenue recognized in the profit and loss account of a Company from the sale, supply, or distribution of goods or on account of services rendered, or both, during an Accounting Year.
APDISCOMs	Power Distribution Companies of Andhra Pradesh. In this RFP, DISCOMs shall refer to Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL), Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL) and Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL)
Applicable Laws	means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, GoAP, the Appropriate Commission, any government authority or any local government having jurisdiction over the Parties, the Project Site or the Project Facilities, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement. For the avoidance of doubt, and without in any way limiting the generality of the foregoing, Applicable Laws shall include the EPA, the EPA Rules, the SWM Rules and laws concerning any environmental, social, labour, health and safety or security risks of the type contemplated by the Performance Standards.

Applicable Tariff	the Pre-Determined Power Tariff, as may be revised in accordance with the terms of the Agreement or the PPA, as the case may be
Appointed Date	means the date on which all the conditions precedent specified in the Agreement for effectiveness of the Agreement have been satisfied, or waived, by the Parties, as evidenced by a notice of satisfaction of the condition's precedent issued by the Authority to the Concessionaire in accordance with the terms of the Agreement
Appropriate Commission	means Andhra Pradesh Electricity Regulatory Commission (APERC).
Associate(s)	means, in relation to an entity, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who Controls such entity.
Associated Infrastructure	means the infrastructure facilities associated with the operation of the Project Facilities or otherwise required to be provided by the Concessionaire, including weighbridges, site office, administrative buildings, security room, boundary wall/security fence, laboratories, ambient air quality monitoring stations, utilities, waste storage facility, waste segregation facility, etc., as described in greater detail in the Scope of Work in the Concession Agreement and the Specifications and Standards.
Authority	means the Vijayawada Municipal Corporation (VMC) and the Participating ULBs
Average Turnover	has the meaning ascribed to it in Clause 4.2(b) .
Best Quote	means the lowest quoted Grant
Bid	means a bid consisting of the Qualification Proposal and the Financial Proposal submitted by a Bidder for qualification and award of the Project, and Bids mean collectively, all the bids for the Project.
Bidder	means an interested Company or a Consortium of Companies which submits a Bid to the NREDCAP in accordance with this RFP and includes each Member when the Bidder is a Consortium, and Bidders shall be construed accordingly.
Bid Document Fee	means the fee to be paid by the Bidder for purchasing and downloading this RFP in accordance with Clause 2.7 .
Bid Due Date	means the last date for submission of the Bids specified in the Bid Schedule, as may be extended from time to time in accordance with Clause 19 .
Bid Process	means the single-stage bidding process, with two sub-stages, undertaken by the NREDCAP to award the Project to the Selected Bidder on the terms and conditions set out in this RFP. The Bid Process has commenced with the issue of this RFP and will end on the date that the Agreement is executed with the special purpose vehicle incorporated by the Selected Bidder for the Project or the Selected Bidder itself, as the case may be

Bid Schedule	means the schedule of the Bid Process set out in Clause 2.15 , as may be amended from time to time.
Clause	means a clause of this RFP.
COD	means the date on which the COD Certificate is issued (or deemed to be issued) by the Authority to the Concessionaire, pursuant to and upon receipt of a recommendation from APTRANSCO and/or the APDISCOMs, after successful trial operations and testing of the Project Facility.
COD Certificate	means the certificate issued (or deemed to be issued) by the Authority to the Concessionaire evidencing the date on which the Project Facility has entered commercial operations under the Concession Agreement and Power Purchase Agreement, pursuant to and upon receipt of a recommendation from APTRANSCO and/or the APDISCOMs.
Companies Act	means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, as amended from time to time, as the context may require.
Company	means a company incorporated under the Companies Act or a foreign company incorporated under the relevant statute of its jurisdiction.
Concessionaire	means the special purpose vehicle incorporated by the Selected Bidder under the Companies Act to enter into the Agreement with the Authority and the Confirming Party and implement the Project.
Conflict of Interest	has the meaning ascribed to it in Clause 3.3 .
Confirming Party	Swachh Andhra Corporation of Andhra Pradesh
Consortium	means any combination of up to 3 (three) Companies that have formed a consortium for the purpose of submitting a Bid and to implement the Project if such consortium is declared the Selected Bidder.
Control	means, with respect to a Person: the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise, and the term Controlled shall be construed accordingly.
Daily Guaranteed Acceptable Waste Quantity	has the meaning ascribed to it in the Agreement
Design Capacity	means the quantity of Acceptable Waste that the Project Facility should be designed to handle and process in a day, which shall be 1000 TPD for the proposed Waste to Energy Facility
Disposal Location	means the scientific landfill with an area of 21 acres located at Ibrahimpatnam which is adjacent to the Project Site at Ibrahimpatnam for Vijayawada Cluster WtE facility identified by the Authority for safe and scientific disposal of the Residual Inert Matter and any Residual Waste

Earnest Money Deposit	means the bid security that must be submitted by a Bidder along with its Bid in accordance with Clause 15 .
Eligibility Criteria	means the eligibility criteria set out in Clause 3 that a Bidder is required to satisfy (in addition to the Qualification Criteria), to be qualified for evaluation of the Financial Proposal.
EPA	means the Environment (Protection) Act, 1986, as amended from time to time.
EPA Rules	means the Environment (Protection) Rules, 1986, as amended from time to time.
e-Procurement Portal	means the e-procurement portal of the Andhra Pradesh; tenders available at the following url: https://tender.apecurement.gov.in/ / https://www.nredcap.in
Equity Contribution	means the sum expressed in INR representing the paid up share capital of the Concessionaire for meeting the equity component of its financial obligations under the Agreement and the financing documents, which, for the purpose of the Agreement, shall include instruments that shall compulsorily convert into equity share capital and any loans provided by any shareholder of the Concessionaire or any Associate of the Concessionaire or any Associate of any shareholder of the Concessionaire and which shall be capped at the amount specified as the equity contribution in the financing package indicating the means of financing the Project Facilities submitted to the Authority by Concessionaire in accordance with the Agreement.
Financial Capacity	means the financial capacity and strength of the Bidder, as determined in accordance with Clause 4.2 .
Financial Proposal	means the financial proposal to be submitted by a Bidder in accordance with this RFP
GoAP	means the Government of Andhra Pradesh
Gol	means the Government of India
Grant	means the amount required by the Bidder from the Authority, in INR, as capital support for undertaking the Project and which is to be paid in instalments during the concession period in accordance with the terms of the Agreement.
Independent Engineer	means the Person to be jointly appointed by the Authority and the Concessionaire to act as the independent engineer for the Project in accordance with the provisions of the Agreement.
Interconnection Point	shall mean the point at 33 kV bus of 33/11 kV substation or 33 kV side of 132/33 kV substation or 132 kV side of 132/33 kV substation or 33 kV side of 220/132/33 kV substation where the power from the Waste to Energy Project is injected into the state distribution system.
Lead Member	means with respect to a Consortium, the Member who: i. will hold at least 26% of the Equity Contribution and voting rights of

	<p>the Concessionaire; and</p> <p>ii. is authorised by all other Consortium Members to be responsible for the Bid Process and to represent and act on behalf of the Consortium for submission of the Bid, in terms of the joint bidding agreement.</p>
Lead ULB	shall mean the Vijayawada Municipal Corporation (VMC) , appointed and authorized by all the Participating ULBs to represent all the Participating ULBs for discharging the rights and obligations under the Concession Agreement, which are required to be undertaken by all the Participating ULBs
LOA	means the letter of award that will be issued by the Authority to the Selected Bidder in accordance with Clause 30.
Member	means a member of a Consortium.
MoEFCC	means the Ministry of Environment, Forest and Climate Change, Gol.
Net worth	has the meaning ascribed to it in Clause 4.2 (a).
Office Memorandum	means the Office Memorandum F.No.6/18/2019-PPD dated 23 July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India to amend Rule 144 of the General Financial Rules along with all subsequent amendments and clarifications.
Offtaker	means APDISCOMs, i.e., Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL), Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL) and Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL).
O&M	means operation and maintenance.
O&M Capacity	has the meaning ascribed to it in Clause 4.1(b).
O&M Period	means the period commencing on COD and ending on the date of expiry or termination of the Agreement during which the Concessionaire is required to operate and maintain the Project Facilities.
Participating ULBs	shall mean the identified beneficiary Urban Local Bodies (municipal corporations/councils) which are expected to deliver municipal solid waste (MSW) to the Waste to Energy (WtE) Processing Facility at Vijayawada in Andhra Pradesh and have signed the Concession Agreement along with the Lead ULB with the WtE Developer.
Parties	means the NREDCAP, the Authority, the Concessionaire and the Confirming Party and Party means any of one of them.
Performance Security	has the meaning ascribed to it in Clause 16.
Performance Standards	means IFC's Performance Standards on Social & Environmental Sustainability, dated January 1, 2012, available at 2012-ifc-performance-standards-en.pdf and Environmental, Health, and Safety Guidelines on

	Waste Management Facilities dated December 10, 2007, available at Waste Management Facilities - Final - December 7.doc .
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
PPA	means the power purchase agreement to be entered into between the Offtaker and the Concessionaire for sale of power generated from the WtE Facility.
PPP	means public private partnership.
Pre-Bid Meeting	means the meeting to be held in accordance with Clause 8.2.
Pre-Determined Power Tariff	means INR 7.50 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.
Preferred Bidder	means the Bidder which: (a) meets the Qualification Criteria and the Eligibility Criteria; and (b) has the Best Quote.
Prohibited Waste	means hazardous industrial waste, liquid non-hazardous waste , bio-medical waste (as defined under the Bio-Medical Waste Management Rules, 2016), construction and demolition waste (as defined under the Construction and Demolition Waste Management Rules, 2016) industrial waste, e-waste (as defined under the E-Waste (Management) Rules, 2016), waste from batteries (as defined under the Batteries (Management and Handling) Rules, 2001, radioactive waste (as defined under the Atomic Energy (Safe disposal of Radioactive Wastes) Rules, 1987), glass, metals, leather, rubber, sludge, sewage waste, ash, dirt, soil, silt, stones (from any sources), and other household waste that does not fall within the definition of Acceptable Waste.
Project	has the meaning ascribed to it in Clause 1.1.
Project Agreement	has the meaning ascribed to it in the Agreement.
Project Facility	means all the amenities and facilities, (a) the Site, (b) Processing Facilities, (c) Scientific Landfill, (d) Waste to Energy Plant, and (e) the Associated Infrastructure, which need to be constructed, installed, operated and maintained by the Concessionaire in accordance with the terms of the Agreement (including the Standards and Specifications, and Applicable Laws)
Project Milestones	means the four construction milestones according to which the Grant will be paid to the Concessionaire, determined in accordance with the terms of the Agreement.
Project Site	means the area equivalent to 12 acres, indicated at Schedule – 1, on which the Concessionaire shall develop the Project Facilities.
Residual Inert Matter	means the waste matter produced after processing of the Acceptable Waste at the Project Facility.

Qualification Criteria	means the qualification criteria set out in Clause 4 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of the Financial Proposal.
Qualification Proposal	means the proposal to be submitted by each Bidder to demonstrate that it meets the Eligibility Criteria, and the Qualification Criteria as set out in Clause 3 and Clause 4.
RBI Reference Rate	means the Reserve Bank of India reference rate available on: https://www.fbil.org.in/ .
RFP	means this request for proposal along with its Annexes and includes any Addenda, if issued.
Rupees or INR	means Indian Rupees, the lawful currency of India.
Scheduled Bank	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934, as amended from time to time.
Scope of Work	has the meaning ascribed to it in the Agreement.
Section	means a section of this RFP.
Selected Bidder	means the eligible Bidder selected by the Authority for award of the Project.
SWM Rules	means the Solid Waste Management Rules, 2026, issued by the MoEFCC on 28 January 2026, as may be amended from time to time.
Technical Capacity	means the technical capacity and experience of a Bidder, as determined in accordance with Clause 4.1.
Technical Specifications	means the technical specifications for the design, development, construction, commissioning, operation and maintenance of the Project Facilities, which the Concessionaire must comply with, as set out in the Agreement.
TPD	means tonnes per day.
UTR Receipt	has the meaning ascribed to it in Clause 2.7 .
WtE Plant	means the waste to electricity facility to be set up by the Concessionaire in accordance with the terms of the Agreement (including the Scope of Work and Technical Specifications), which shall be capable of handling and processing Acceptable Waste up to the Design Capacity.
WPI	“WPI” shall mean the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest monthly WPI published no later than [30 (thirty)] days prior to the date of consideration hereunder.

SECTION I: INTRODUCTION

1. BACKGROUND

Vijayawada, a key urban center, situated along the Krishna River in Andhra Pradesh, is renowned for its cultural legacy, economic dynamism, and rapid infrastructural development. The rising population, increased consumerism, and changing lifestyles has led to a substantial increase in municipal solid waste (MSW) generation in and around the city. As a result, the city is experiencing significant strain on its landfill sites, revealing the inadequacies of the conventional waste management systems, and posing serious environmental and public health risks in the city. In response to these challenges, the Government of Andhra Pradesh is actively promoting energy recovery from Municipal Solid Waste (MSW) as a strategic measure to advance sustainable waste management practices and reduce harmful emissions across the region.

The Municipal Administration and Urban Development (“**MA&UD**”) Department, Government of Andhra Pradesh, through Commissioner, Vijayawada Municipal Corporation (“**VMC**”) and the **Participating ULBs** (hereinafter referred to as the “**Authority**”), as a part of the aforementioned initiative, proposes the development of **15 MW Waste to Energy (WtE) Plant at Vijayawada** on Public Private Partnership (“**PPP**”) through Design, Build, Finance, Operate, Maintain and Transfer (“**DBFOT**”) model (hereinafter referred to as the “**Project**”), in accordance with the terms and conditions contained in the Bidding Documents.

In order to ensure efficient and reliable MSW supply, MA&UD has adopted a clustering approach, wherein multiple ULBs are grouped to support the designated WtE Plant. Therefore, the proposed WtE plant will serve as an integrated facility for the scientific disposal of Municipal Solid Waste (MSW) generated within the jurisdiction of VMC and the Participating ULBs. The Vijayawada Municipal Corporation (VMC) has been appointed as the **Lead ULB** of the cluster, to facilitate the functioning of the Plant.

New and Renewable Energy Development Corporation of Andhra Pradesh Limited (“**NREDCAP**”) has been authorized by the Authority and APDISCOMS to conduct the bidding process on their behalf for selection of an entity to whom the Project may be awarded.

1.1 The objectives that the Authority wishes to achieve through the Project include:

- (a) proper handling, processing and disposal of waste and conversion of Acceptable Municipal Solid Waste (**MSW**) to electricity and sell recovered recyclables;
- (b) proper handling and scientific disposal of Residual Inert Waste generated from, or segregated at, the project facility; and
- (c) mobilizing private sector investment and expertise for efficient management of municipal solid waste in the Vijayawada Cluster.

1.2 Project Description

The main features of the Project are set out below:

- (a) The Authority will grant to the Concessionaire on lease to use the Project Site to develop, construct, operate, and maintain the Project Facilities, and ensure that the Concessionaire enjoys peaceful unencumbered access to and possession of the Project Site during the term of the Agreement.
- (b) The Concessionaire will be required to obtain approvals for the Project, including connectivity for delivery of electricity at the Interconnection Point.
- (c) The Concessionaire will design, construct, operate and maintain the Project Facilities, in accordance with the Agreement.
- (d) The Concessionaire will be required to achieve the COD of the project facility within 24 (twenty-four) months from the Appointed Date and shall **operate and maintain** Project Facility for a period of 20 (twenty) years thereafter in accordance with the terms of the Concession Agreement.
- (e) The Concessionaire shall develop and maintain a buffer zone (including a green belt) around the Project Facility, in accordance with Applicable Laws.
- (f) The Daily Guaranteed Acceptable Waste Quantity of MSW will be transported to the Project Site by the Authority at their own cost.
- (g) On each day during the O&M Period, the Concessionaire shall be capable of accepting Acceptable Waste up to 110% (one hundred and ten per cent) of the Design Capacity and handing and processing the Acceptable Waste up to the Design Capacity to generate electricity.
- (h) The Concessionaire shall deliver the Residual Inert Waste at the Disposal Location.
- (i) The Concessionaire shall supply electricity to the Offtaker in accordance with the terms of the PPA at the Applicable Tariff.
- (j) The Concessionaire shall hand back the Project Site and the Project Facilities upon expiry or early termination of the Agreement, in accordance with the hand-back conditions and the hand-back requirements specified in the Agreement.
- (k) The Grant (which, for the avoidance of doubt, includes any viability gap funding available for the Project) will be paid by the Authority to the Concessionaire during the construction period as per the conditions of the applicable grant, upon completion and certification of the work corresponding to the construction milestones to be specified in accordance with the Agreement.
- (l) The Authority shall pay the Concessionaire a fixed Capital Grant Support as quoted by the Selected Bidder in the Financial Proposal for undertaking the Project.

- (m) The Authority will open an escrow account for the Project and all payments required to be made to the Concessionaire under the Agreement will be made through this escrow account. The escrow account shall be funded by the Authority at all times with an amount equivalent to the Minimum Escrow Balance as set out in the Concession Agreement.
 - (n) In order to secure the payments to be made by the Authority to the Concessionaire, the Authority shall also, procure and provide to the Concessionaire an unconditional, revolving, irrevocable stand-by and payable at sight **Letter of Credit (LC)** issued by a Scheduled Bank as per the terms of the Agreement. The Concessionaire shall be entitled to draw upon the LC in accordance with the terms of the Agreement.
 - (o) Prior to the Appointed Date, the Authority and the Concessionaire will appoint an Independent Engineer who will supervise the implementation and operation of the Project, in accordance with the Agreement.
 - (p) WtE Plant capacity should be at least 15 MW.
 - (q) The Daily Guaranteed Acceptable Waste Quantity of waste for 20 years of operations period shall be estimated by the Selected Bidder in consultation with the Authority, and the Daily Guaranteed Acceptable Waste Quantity shall be as per the terms of the Concession Agreement.
- 1.3** The NREDCAP is now inviting interested Companies to submit Bids to implement the Project.
- 1.4** The Selected Bidder is required to incorporate a special purpose vehicle (i.e., **the Concessionaire**) to implement the Project and such special purpose vehicle, Authority, and the Confirming Party will execute the Agreement, in the format provided.
- 1.5** The statements and explanations contained in this RFP are intended to provide the Bidders with an understanding of the subject matter of this RFP and the Project. Such statements and explanations should not be construed or interpreted as limiting in any way or manner:
- (a) the scope of the rights and obligations of the Concessionaire, which will be set out definitively in the Concession Agreement and Power Purchase Agreement; or
 - (b) the Authority's/ APDISCOM's right to alter, amend, change, supplement or clarify the rights and obligations of the Concessionaire or the terms and conditions that will be set out in the Concession Agreement/ Power Purchase Agreement, in accordance with this RFP.

Consequently, any omissions, conflicts or contradictions between this RFP and the Concession Agreement/ Power Purchase Agreement are to be noted, interpreted, and applied appropriately to give effect to this intent. The Authority/ APDISCOMs will not entertain any claims on account of such omissions, conflicts, or contradictions.

2. BRIEF DESCRIPTION OF THE BID PROCESS

- 2.1. The NREDCAP has adopted a single stage Bid Process for identification of the Selected Bidder for award of the Project, which is divided into two sub-stages.
- 2.2. The Bid Process will be conducted by way of e-procurement. All interested parties are required to register online on the e-Procurement Portal to submit a Bid for the Project.
- 2.3. The Bidders shall download the RFP from the e-Procurement Portal. The RFP will appear on the e-Procurement Portal in the "Tenders" section and will be available only until the specified time on the Bid Due Date. The NREDCAP is not responsible for the completeness of the RFP if it is not downloaded directly from the e-Procurement Portal.
- 2.4. Each Bidder is required to submit a single Bid, which should consist of: (a) the Qualification Proposal; and (b) the Financial Proposal. The Qualification Proposal and Financial Proposal should be prepared and submitted in accordance with the instructions contained in this RFP.

2.5. Evaluation stages

The evaluation of the Bids will be carried out in 2 sub-stages:

- (a) The first sub-stage will involve qualification of the Bidders based on the evaluation of their Qualification Proposals to determine compliance with the Eligibility Criteria and the Qualification Criteria in accordance with Clauses 3 and 4. Only those Bidders who are found to meet the Eligibility Criteria and the Qualification Criteria will be qualified for the next sub-stage.
 - (b) The second sub-stage will involve evaluation of the Financial Proposals of those Bidders whose Qualification Proposals meet the requirements set out in this RFP, to identify the Selected Bidder for the Project.
- 2.6. The Bids must be valid for a period that is not less than 180 (one hundred and eighty) days from the Bid Due Date.
 - 2.7. Bidders will be required to provide the Earnest Money Deposit along with their Bids. The Bidders shall provide the Earnest Money Deposit in the form of a bank guarantee issued by a Scheduled Bank and payable at Tadepalli in favour of "New and Renewable Energy Development Corporation of Andhra Pradesh limited (NREDCAP)" in the format set out at **Annex 8**. The original of the Earnest Money Deposit must be submitted to the NREDCAP at the address mentioned in Clause 24.11. A scanned copy of the Earnest Money Deposit must be uploaded by the Bidders on the e-Procurement Portal along with their Bids.

In addition to the Earnest Money Deposit, the Bidders are required to pay an amount of **INR 30,000** as the Bid Document Fee through an [RTGS/NEFT transfer] to the following account:

Account Holder	New & Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)
Account Number	52188926870
IFSC Code	SBIN0012870
Bank Name	State Bank of India
Branch Name	Tadepalli Branch
Branch Address	D.No. 12-455/24, NH-5, Tadepalli, Guntur District, Andhra

	Pradesh-522501
Tel	9000904866
Email	sbi.12870@sbi.co.in

The Bidders are required to submit a receipt containing the unique transaction reference number for the RTGS/NEFT transaction, evidencing the successful transfer of the Bid Document Fee to the account mentioned above (UTR Receipt). The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit and UTR Receipt evidencing payment of the Bid Document Fee.

The Bidders are also required to submit the RFP document along with Bid, each page of which shall be duly signed by authorized signatory.

2.8. Authority's Obligations

- (a) The Authority shall authorise the Bidders to inspect the Project Site, after obtaining approval from the Authority at least 2 (two) days prior to such proposed inspection, to evaluate the scope of the Project in greater detail, and carry out, at their own cost, such studies as may be required to submit their respective Bids.
- (b) Deleted
- (c) The Authority shall facilitate the inspection of the quality and characteristics of the Acceptable Waste by the Bidders, including, providing access to samples of Acceptable Waste and/or organizing a visit to the site where the Acceptable Waste is stored. Bidders shall have the opportunity to evaluate the quality of the Acceptable Waste in greater detail, and carry out, at their own cost, such studies as may be required in order to aid their Bid submission.

- 2.9. It will be assumed that Bidders will have accounted for all relevant factors, including technical data, market studies, actual condition of the Project Site, and connectivity requirements, while submitting their Bids. Bidders will be deemed to have full knowledge of the Project, including the scope of services to be provided by the Concessionaire under the Agreement, irrespective of whether they have carried out such studies or not.

2.10. Bid Parameter

Each Bidder is required to quote, in its Financial Proposal, the Capital Grant Support requirement. The Grant to be quoted by Bidders in their Financial Proposals (on the e-Procurement Portal) must be a whole number without any decimal places.

- 2.11. Subject to Clause 7.1(e), generally, the Preferred Bidder shall be the Selected Bidder. If the Preferred Bidder withdraws its Bid or is not selected for any reason, then the NREDCAP may, in its discretion, invite the qualified Bidder with the next Best Quote to match the Bid of the Preferred Bidder. If such qualified Bidder matches the quote of the Preferred Bidder, then such qualified Bidder will be declared the Preferred Bidder. If such qualified Bidder fails to match the Bid of the Preferred Bidder, then the NREDCAP may take any such measures as it may deem fit in the sole discretion of the NREDCAP, including: (i) inviting the qualified Bidder with the next best quote to match the Bid of the Preferred Bidder; or (ii) annulling the entire Bid Process.

2.12. All Bids are required to be prepared and submitted in accordance with the terms of this RFP on or before the Bid Due Date.

2.13. e-Procurement

- (a) The Bid Process will be conducted by way of e-tendering. In order to participate in the Bid Process, a Bidder must procure a digital signature certificate and register on the e-Procurement Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by the Controller of Certifying Authorities, GoI.
- (b) In case of a Consortium, the Lead Member must register with the e-Procurement Portal, using the digital signature certificate issued in the name of the authorised signatory of the Lead Member.
- (c) The Bidders must: (i) upload a soft copy/scanned copy of their Qualification Proposal, including a copy of the bank guarantee for Earnest Money Deposit and the UTR Receipt for the Bid Document Fee on the e-Procurement Portal in PDF format; and (ii) populate the Financial Proposal format provided on the e-Procurement Portal, before the specified time on the Bid Due Date. The Bidders are also required to submit a hard copy of the original bank guarantee for the Earnest Money Deposit and the power of attorney(ies) (POAs) required under Clause 20 to the NREDCAP before the specified time on the Bid Due Date, in the manner set out at Clause 24 of this RFP. Bidders shall not submit a hard copy of the Qualification Proposal (other than in respect of the original bank guarantee for the Earnest Money Deposit and the POAs required under Clause 20) or the Financial Proposal format provided on the e-Procurement Portal.
- (d) The Bidders are encouraged to visit the e-Procurement Portal to acquaint themselves with the process of submitting their Bids online.
- (e) For the purposes of determining the cut-off time for submission of queries and Bids, the central server time displayed on the clock on the e-Procurement Portal will be followed by the Bidders and the NREDCAP.

2.14. Any queries or requests for additional information relating to this RFP should be submitted on the e-Procurement Portal or sent to the NREDCAP by e-mail to office@nredcap.in and we@nredcap.in on or before the time and date specified in the Bid Schedule. The communications must clearly bear the following subject line – ["Queries - DEVELOPMENT OF 15 MW WASTE TO ENERGY PLANT AT VIJAYAWADA ON PPP BASIS"].

2.15. The NREDCAP shall endeavor to adhere the following Bid Schedule:

S. No.	Event	Date/Time/Location
1.	Issue of RFP	01/04/2026
2.	Issue of DCA, PPA and Schedules	01/04/2026
3.	Pre-Bid Meeting	10/04/2026
4.	Last date for receiving queries from Bidders	10/04/2026
5.	Last date for issuing responses to queries from Bidders.	17/04/2026
6.	Bid Due Date	27/04/2026, 1700 hrs IST
7.	Opening of Qualification Proposals	28/04/2026
8.	Opening of Financial Proposals	07/05/2026
9.	Issuance of LOA	Within 60 (sixty) days from the selection of the Preferred Bidder
10.	Signing of the Agreement	Within 30 (thirty) days from the date of issue of the LOA to the Selected Bidder

SECTION II: ELIGIBILITY AND QUALIFICATION CRITERIA

3. ELIGIBILITY OF BIDDERS

3.1. Nature of Bidder

- (a) A Bidder may be a Company or a Consortium of Companies.
- (b) If a Bidder is a Consortium, then the Consortium and its Members shall comply with the following conditions:
 - (i) the number of Members in such Consortium shall not exceed 3 (three);
 - (ii) the Bid submitted by the Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member;
 - (iii) the Consortium will nominate one of the Members as the Lead Member. Such nomination will be supported by a power of attorney from each Member of the Consortium and will be in the format set out in Annex 3B. The Lead Member will have the authority to represent and bind all the Members during the Bid Process and, if the Consortium is identified as the Selected Bidder, execute the Agreement on behalf of the Consortium; and
 - (iv) the Consortium is required to submit a binding and enforceable joint bidding agreement, in the format set out in Annex 9, and the Members will not be permitted to amend or terminate the joint bidding agreement, at any time during the validity of the Bid without the prior consent of the NREDCAP.

3.2. Lock-in Restrictions and Change in Control

- 3.2.1. If a Bidder (whether a single entity or Consortium) is identified as the Selected Bidder, it is required to incorporate a special purpose vehicle (i.e., the Concessionaire) to implement the Project.
- 3.2.2. The Selected Bidder shall hold at least: (i) 51% (fifty one percent) of the total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after COD; and (ii) 26% (twenty six percent) of the total Equity Contribution and voting rights of the Concessionaire during the remaining Concession Period.
- 3.2.3. If the Selected Bidder is a Consortium, then the Members are required to comply with the following conditions with respect to the Concessionaire:
 - (a) the Consortium shall cumulatively hold at least (i) 51% (fifty one percent) of the total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after COD; and (ii) 26% (twenty six percent) of the total Equity Contribution and voting rights of the Concessionaire during the remaining Concession Period;
 - (b) without prejudice to Clause 3.2.3(a) above,
 - (A) the Lead Member shall hold not less 26% (twenty six percent) of the

total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after the COD;

- (B) the Members, whose Technical Capacity or Financial Capacity was assessed for the purpose of qualification, shall individually hold not less than 10% (ten percent) of the total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after the COD; and
- (C) after the expiry of 2 (two) years after the COD, the Lead Member and other Members can exit the Concessionaire, subject to any Member who demonstrated O&M experience for the purpose of qualification, continuing to hold not less than 10% (ten percent) of the total Equity Contribution and voting rights of the Concessionaire for the Concession Period.

3.2.4. If after submission of the Bid and before COD, any Associate of the Bidder or any Member, whose credentials have been taken into consideration for determining Technical Capacity or Financial Capacity, ceases or will cease to be an Associate of the Bidder or such Member, then, such Bidder or Member shall seek the approval of the NREDCAP / Authority, as the case may be, for such occurrence. If the NREDCAP Authority, as the case may be is of the view that such occurrence is likely to affect the Technical Capacity or Financial Capacity of the Bidder adversely, then the NREDCAP/ Authority, as the case may be may disqualify the Bidder / Concessionaire from participation in the Bid Process; or, if the Bidder has been declared as the Selected Bidder, withdraw the LOA or treat such occurrence as a Concessionaire event of default in accordance with the Agreement. While the NREDCAP / Authority will not unreasonably withhold or delay such approval, the decision of the NREDCAP / Authority will be final in this regard.

3.3. Conflict of Interest

3.3.1. A Bidder shall not have a conflict of interest (Conflict of Interest). A Bidder shall be considered to have a Conflict of Interest if the Bidder (and in case of a Consortium, any Member) or its Associate:

- (a) is under common Control with any other Bidder, its Member or Associate; or
- (b) has direct or indirect shareholding or other ownership interest in any other Bidder, its Member or its Associate; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or Associate in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, sovereign wealth fund, multilateral institution or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act; or
- (c) is also a Member of another Bidder's Consortium; or
- (d) receives or has received any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders or their Associate; or
- (e) has hired or appointed the same legal, financial or technical advisor as those

hired by any of the other Bidders for this Project; or

- (f) has a relationship with any of the other Bidders, directly or through common third parties, that puts either one or both of them in a position to have access to each other's information that may influence the Bid of one or more of such Bidders, or influence the decisions of the NREDCAP regarding the Bid Process; or
- (g) subject to Clause 25, submits more than one Bid for the Project (including through its Associates). This will result in the disqualification of all such Bids submitted by the Bidder and its Associates; or
- (h) has participated as a consultant or advisor in the preparation of the design of or technical specifications for the Project; or
- (i) has engaged any legal, financial or technical advisor of the NREDCAP in relation to the Project for any matters related to or incidental to the Project. Provided that this disqualification shall not apply where such advisor was engaged by the Bidder, Member or its Associate but such engagement expired or was terminated 6 (six) months prior to the issuance of this RFP or where such advisor is engaged by the Selected Bidder/Concessionaire 1 (one) year after the COD or where such advisor provides any financial assistance to the Concessionaire for the Project.

3.3.2 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the bidder will be suspended for participation in the tendering process for the works of NREDCAP/ VMC/ MAUD GoAP and works under other Centrally Sponsored Schemes, for a period of One Year from the bid due date of this work or the authority shall be entitled to forfeit and appropriate 5% of the value of the Earnest Money Deposit or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (**the "Damages"**), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the director in direct shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013.

For the purposes of this Clause 3.3.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any

intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- vi. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- vii. Such Bidder or any Associate thereof has appointed any official of the Authority, Ministry of Housing and Urban Affairs, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 6 months from the date of award of the Project to that Bidder.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.3.2, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the “**Associate**”).

As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- viii. A Bidder shall be liable for disqualification and suspension for participation in the tendering process for the works of NREDCAP/VMC/ MAUD GoAP and works

under other Centrally Sponsored Schemes, for a period of One Year from the bid due date of this work and shall be liable for disqualification, forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement.

In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including suspension of the Bidder for participation in the tendering process for the works of NREDCAP/ VMC/ MAUD GoAP and works under other Centrally Sponsored Schemes, for a period of One Year from the bid due date of this work or the forfeiture and appropriation of the Earnest Money Deposit or Performance Security as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.

For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project. Notwithstanding anything to the contrary contained in sub-clause 3.3.2, a Bidder may, within 10 (ten) days after the Application Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. However, his financial bid shall not be opened.

Provided further, in case the Authority seeks information / clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders and entitled to suspend the bidder for participation in the tendering process for the works of NREDCAP/ VMC/ MAUD GoAP and works under other Centrally Sponsored Schemes for a period of One Year from the bid due date of this work and encash its Earnest Money Deposit as per provision of Clause 15.6(b) and further debar it from participation in future procurement process for a minimum period of 1 Year.

3.4. Fraud and Corrupt Practices

- (a) Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, the NREDCAP may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- (b) Without prejudice to the rights of the NREDCAP under Clause 3.4(a) above, in

the event that a Bidder is found by the NREDCAP to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for qualification issued by the NREDCAP for 5 (five) years, from the date such Bidder is found by the NREDCAP to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

- (c) For the purposes of this Clause 3.4, the following terms will have the meanings given to them below:
- i. **corrupt practice** means: offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the NREDCAP who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to the Project or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the NREDCAP, will be deemed to constitute influencing the actions of a Person connected with the Bid Process);
 - ii. **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
 - iii. **coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
 - iv. **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by the NREDCAP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as defined in Clause 3.3); and
 - v. **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

3.5. Other Eligibility Criteria

- (a) If a Bidder, including any Member or its Associate whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project, has been barred by the GoI, GoAP, any state government, or any of their instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Bid Due Date, then such Bidder will not be eligible to submit a Bid.
- (b) If a Bidder or any Member or its Associate whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has been determined to be ineligible by the World Bank under the Guidelines on

Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, then such Bidder will not be eligible to submit a Bid.

- (c) If a Bidder or any Member or its Associate whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project is included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 (www.crossdebarment.org), then such Bidder will not be eligible to submit a Bid.
- (d) If a Bidder or any Member or its Associate whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project is included on any sanctions lists promulgated by the United Nations Security Council or its Committees, or any other recognized international sanctions list or has operations (directly or through any subsidiary) or carries out transactions that are not in compliance with the sanctions promulgated by the United Nations Security Council or its Committees, then such Bidder will not be eligible to submit a Bid.
- (e) In the 3 (three) Accounting Years immediately preceding the Bid Due Date, the Bidder, including any Member or its Associate whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has not:
 - i. failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be;
 - ii. been expelled from any project or contract by the Gol or any state government, or its instrumentalities; or
 - iii. had any contract terminated by the Gol or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.
- (f) If a Bidder or Member or its Associate has entered into a contract for operation of the e- Procurement Portal, which is currently valid and subsisting, then such Bidder and its Associates will not be eligible to submit a Bid.

3.6. Additional Conditions of Eligibility

The Office Memorandum (F.No.6/18/2019-PPD dated 23 July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India) prescribes certain conditions of eligibility for Bidders from countries which share land borders with India, except those countries to which Gol has extended lines of credit or in which the Gol is engaged in development projects. The conditions of eligibility for such Bidders are as below:

- (a) Any Bidder from a country which shares a land border with India will be eligible to Bid in this tender only if such Bidder is registered with the registration committee constituted pursuant to the Office Memorandum, i.e., the competent authority.

In case of such Bidder being a Consortium, all Members of the Consortium should be registered with the competent authority.

- (b) For the purpose of this Clause 3.6, "Bidder from a country which shares a land border with India" means:
- i. an entity incorporated, established or registered in such a country; or
 - ii. a subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. an entity substantially 'controlled' through entities incorporated, established or registered in such a country; or
 - iv. an entity whose 'beneficial owner' is situated in such a country; or
 - v. an Indian (or other) agent of such an entity; or
 - vi. a Consortium where any Member of the Consortium falls under any of the above provision of this sub-clause 3.6(b).
- (c) A "beneficial owner" for the purpose of sub-Clause 3.6(b) above will be the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a 'controlling ownership interest' or who exercises control through other means.

Explanation: (i) 'controlling ownership interest' for the purpose of sub-clause 3.6(c) means ownership or entitlement to more than twenty five percent of Equity of the company;

(ii) 'control' for the purpose of sub-clause 3.6(b) and sub-clause 3.6(c) shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

Where no natural person is identified, the beneficial owner is the natural person who holds the position of senior managing official.

- (d) For the purpose of sub-Clause 3.6(b), an agent is a person employed to do any act for another, or to represent another in dealings with any third person.
- (e) All other provisions of the Office Memorandum (except para 11 of the Office Memorandum), whether or not expressly stated in this RFP, will be applicable to this tender and the aforesaid clauses will be interpreted in line with the Office Memorandum.
- 3.7.** Bidders will provide such evidence of their continued eligibility as the NREDCAP may request at any time during or after the Bid Process.
- 3.8.** If a Bidder is a Consortium, then the term "**Bidder**" as used in Clause 3.3 and Clause 3.4 shall include each Member of such Consortium, and the term "**Associate**" as used in Clause 3.3 and Clause 3.5 shall include Associates of each Member of the Consortium.

4. QUALIFICATION CRITERIA

The Bidders should satisfy the following minimum technical criteria and financial criteria set out in Clause 4.1 and Clause 4.2 respectively to qualify for evaluation of the Financial Proposals:

4.1. Technical Criteria

To demonstrate its technical capacity and experience (**Technical Capacity**), the Bidder must have the following experience in order to be eligible to have its Financial Proposal evaluated:

(a) Development/Design and Construction Experience

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**.

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 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.

(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 **Error! Bookmark not defined.** of solid waste; or
- (B) 2 (two) waste to electricity facilities capable of handling and processing at least 500 TPD **Error! Bookmark not defined.** of solid waste each; or

- (C) 3 (three) waste to electricity facilities capable of handling and processing at least 400 TPD **Error! Bookmark not defined.** of solid waste each.
- ii. Any waste to electricity facility that a Bidder seeks to rely on to demonstrate 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.

(c) It is clarified that:

- i. the Bidder must demonstrate both development/design and construction experience specified in Clause 4.1(a) above and O&M experience specified in Clause 4.1(b) above to be technically qualified for evaluation of the Financial Proposals;
- ii. to claim development/design and construction experience, the entity claiming experience should have been appointed as the principal contractor (i.e., the contractor hired directly by the owner of the project/entity developing the relevant waste to electricity facility) and any other subcontractor experience is not permitted for claiming Technical Capacity;
- iii. the Bidder/Member may rely on the experience of its Associate(s) to demonstrate the Technical Capacity;
- iv. if any project used to demonstrate Technical Capacity was undertaken by the Bidder or any Member through an unincorporated joint venture, consortium or partnership, that project will be considered as experience of the Bidder or Member for the purposes of this section only if the capital expended by the Bidder or Member or payments received by the Bidder or Member, prior to the Bid Due Date, was at least 26% (twenty six per cent) of the total project/contract value, as evidenced by a statutory auditor's certificate;
- v. in case of a Consortium, if the Consortium seeks to demonstrate development experience of waste to electricity facilities on the basis of more than 1 (one) such facility, then each of the waste to electricity facility should have been developed by the same Member;
- vi. in case of a Consortium, the development experience of the waste to electricity set out in Clause 4.1(a), may be demonstrated by one Member and the O&M experience of the waste to electricity facilities, set out in

Clause 4.1(b), may be demonstrated by a different Member;

- vii. in case of a Consortium, if the Consortium seeks to demonstrate O&M experience of the waste to electricity facilities on the basis of more than 1 (one) such facility, then each of waste to electricity facility should have been operated and maintained by the same Member;
- 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 Contribution and voting rights of the Concessionaire for the term of the Agreement.
- ix. subject to Clause 18.2, for certificates claiming technical experience, that are issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the certificate is being issued. However, the certificates provided by the Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if they carry a conforming apostille certificate.

4.2. Financial Criteria

To demonstrate its financial capacity to undertake the Project (Financial Capacity), the Bidder must meet each of the financial qualification criteria specified in this Clause 4.2.

- (a) In the Accounting Year immediately preceding the Bid Due Date, the Bidder's net worth (as per the annual financial statements) should be at least **INR 81.17 crore (Rupees eighty one crore and seventeen lakhs only)** as of 31st March 2025 (**Net Worth**), as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of a Member), or of the Associate whose Financial Capacity is being relied upon.
- (b) The Bidder should have an average Turnover of at least **INR 162.35 crore (Rupees one hundred and sixty two crore and thirty five lakhs only)** in the 3 (three) Accounting Years immediately preceding the Bid Due Date (as per the annual financial statements) (**Average Turnover**), as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of a Member), or of the Associate whose Financial Capacity is being relied upon.
- (c) If the Bidder is a Consortium, then the Net Worth, as specified in Clause 4.2(a) above and the Average Turnover, as specified in Clause 4.2(b) above, may be demonstrated cumulatively, i.e., the Consortium as a whole can meet the requirement. Provided that, if the Bidder is subsequently declared the Selected Bidder, then the Member(s) of the Consortium whose Net Worth and/or Average Turnover was assessed for the purposes of demonstrating that the Consortium has the Financial 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.

- (d) A Bidder is permitted to rely on the Net Worth and Average Turnover of its Associate(s), either wholly or in part, for demonstrating its Financial Capacity. Provided that, if a Bidder is relying on the financial credentials of its Associate to demonstrate the Financial Capacity, the Bidder shall be required to submit a board resolution of the Associate(s) whose financial credentials are being relied upon by the Bidder, resolving to undertake to invest the entire Equity Contribution committed by the Bidder (or in case of a Consortium, resolving to undertake to invest the proportionate share in the Equity Contribution committed by the relevant Member) and to submit the bank guarantees required under the Project Agreements, in case the Bidder fails to do so.
- (e) The calculation of the Net Worth must be based on the unconsolidated audited annual accounts in case of a Bidder and, if relevant, an Associate. Provided that if a Bidder is relying on its Associate's experience, in accordance with Clause 4.2(d), where such Bidder Controls such Associate, then the Net Worth will be calculated based on the audited consolidated annual accounts of the Bidder.
- (f) In order to demonstrate the Net Worth and Average Turnover requirement for the Financial Capacity, the Bidder must submit a certificate from a chartered accountant certifying the Net Worth and Average Turnover on the date not more than 7 (seven) days prior to the Bid Due Date.

Provided that, if such Bidder is chosen as the Selected Bidder, the Bidder will submit the audited accounts for the period for which it submitted a chartered accountant certificate to certify the Net Worth and/or Average Turnover prior to the Appointed Date. If the Net Worth and/or Average Turnover according to such audited accounts does not meet the minimum Net Worth and/or Average Annual Turnover criteria, as the case may be, required in Clause 4.2 (a) and 4.2(b) respectively, then the NREDCAP shall have the right to treat such event as a Concessionaire event of default and terminate the Agreement.

- (g) Subject to this Clause 4.2(g), the calculation of Net Worth and Average Turnover must be based on the audited annual accounts of the Bidder for the preceding Accounting Years. If the annual accounts for the Accounting Year immediately preceding the Bid Due Date are not audited, the Bidder shall provide the provisional annual accounts for such Accounting Year. If the Bidder is unable to submit its provisional accounts for such Accounting Year, the Bidders may submit the audited annual accounts for the Accounting Year immediately preceding the last Accounting Year.

If the Bidder has submitted provisional annual accounts for the last Accounting Year or audited annual accounts for the Accounting Year immediately preceding the last Accounting Year in accordance with this Clause 4.2(g), the Bidder shall also submit an undertaking to the effect that:

- i. if it is chosen as the Selected Bidder, the Bidder will submit the audited annual accounts for the Accounting Year immediately preceding the Bid Due Date prior to the Appointed Date; and
- ii. the Net Worth and Average Turnover as per such audited annual accounts shall meet the minimum Net Worth and Average Turnover criteria required in Clause 4.2 (a) and 4.2 (b) respectively.

If the Selected Bidder has submitted provisional accounts for the Accounting Year immediately preceding the Bid Due Date or audited annual accounts for the Accounting Year preceding the last Accounting Year with its Bid and submitted the audited accounts for the last Accounting Year prior to the Appointed Date, and as per such audited annual accounts, the Selected Bidder does not meet the minimum Net Worth or Average Turnover criteria as required in Clause 4.2 (a) or 4.2 (b), then the NREDCAP shall have the right to treat such event as a Concessionaire event of default and terminate the Agreement.

- (h) For the purposes of demonstrating the Financial Capacity, if Bidders provide financial data in currency other than INR, they must provide the Net Worth and Average Turnover equivalent in Indian Rupees, calculated using the RBI Reference Rate for the relevant currency against INR, prevailing as on the date of Issue of RFP.
- (i) The Bidder (and in case of a Consortium, any Member) or any Associate of the Bidder whose Financial or Technical Capacity is being relied upon is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3 (three) Accounting Years immediately preceding the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of a Member) or Associate:
- i. has not been categorized as a willful defaulter in accordance with the laws of the country of its incorporation; or
 - ii. has not been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016; or
 - iii. has not entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or
 - iv. has not been declared by a court or other competent authority as being unable to pay its debts, or having had the repayment of its debts suspended.
- (j) The Bidder (and in case of a Consortium, any Member or any Associate of the Bidder whose Financial or Technical Capacity is being relied upon) has not been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
- i. related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the relevant entity or any of its directors, partners, trustees, officers or managers; or
 - ii. resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.

SECTION III: INSTRUCTION TO BIDDERS

PART A. GENERAL

5. SCOPE OF RFP

- 5.1. The NREDCAP wishes to receive Bids in accordance with this RFP for award of the Project.
- 5.2. The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in this RFP, the Bidder must inform the NREDCAP at the earliest. The NREDCAP will then direct the Bidders regarding the interpretation of the RFP. If any discrepancy, ambiguity, or contradiction arises between the terms of the RFP and the Agreement in relation to:
- (a) the Bid Process, the provisions of the RFP shall prevail; and
 - (b) the scope of services or any other terms or conditions of the Agreement, the provisions of the Agreement shall prevail.

6. ACKNOWLEDGEMENT BY THE BIDDER

- 6.1. It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by the NREDCAP under this RFP and the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;
 - (b) received all relevant information requested from the NREDCAP;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
 - (d) satisfied itself about all things, matters and information, necessary and required to submit a Bid;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Authority, or a ground for termination of the Agreement;
 - (f) satisfied itself regarding the suitability of the site conditions (including the identified substation) to undertake the Project;
 - (g) satisfied itself regarding the terms and conditions of the PPA and the adequacy of the Pre-Determined Power Tariff for sale of electricity generated from the Project;
 - (h) agreed to be bound by the undertakings provided by it under and in terms of this RFP; and
 - (i) acknowledged and agreed to be bound by the Office Memorandum and its

subsequent amendments and clarifications.

- 6.2.** The NREDCAP shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the RFP or the Bid Process.

7. RIGHTS OF THE NREDCAP

- 7.1.** The NREDCAP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information at any stage of the Bid Process;
- (c) retain any information, documents and/or evidence submitted to the NREDCAP by and/or on behalf of any Bidder;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
- (e) reject any Bid, if:
 - i. at any time, a material misrepresentation is made or uncovered;
 - ii. the Bidder in question does not provide, within the time specified by the NREDCAP, the supplemental information sought by the NREDCAP for evaluation of the Bid; or
 - iii. the NREDCAP finds any Bid to be unreasonable, impractical or unviable.
- (f) accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.

If the NREDCAP annuls the Bid Process and rejects all Bids, it may in its sole discretion invite fresh Bids for the Project.

- 7.2.** If the NREDCAP exercises its right under this RFP to reject a Bid and consequently, the Preferred Bidder for the Project gets disqualified or rejected, then the NREDCAP reserves the right to:

- (a) invite the qualified Bidder with the next best quote to match the quote offered by the Preferred Bidder (i.e., the Best Quote) and extend the validity of their Earnest Money Deposit (if required);
- (b) if such qualified Bidder matches the quote of the Preferred Bidder, then such qualified Bidder will be declared the Preferred Bidder;
- (c) if such qualified Bidder fails to match the Preferred Bidder's quote, then the NREDCAP may take any such measures as it may deem fit in the sole discretion of the NREDCAP, including: (i) inviting the qualified Bidder with the

next best quote to match the Bid of the Preferred Bidder; or (ii) annulling the entire Bid Process.

- 7.3.** If it is found during the Bid Process, at any time before signing the Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be disqualified.

If such Bidder has been declared as the Selected Bidder and has already been issued the LOA or has entered into the Agreement, the LOA or the Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Authority to the Selected Bidder.

- 7.4.** Upon any disqualification, cancellation, or termination in accordance with this Clause 7, the NREDCAP will not be liable in any manner whatsoever to the Bidder. Additionally, the NREDCAP will have the right to forfeit and appropriate the Earnest Money Deposit or, as the case may be, appropriate an equivalent amount from the Performance Security if the Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the NREDCAP as a result of such cancellation, disqualification, or termination. Such forfeiture will be without prejudice to any other right or remedy that the NREDCAP may have under the RFP, the Agreement or applicable laws.

8. CLARIFICATIONS ON THE RFP

8.1. Clarifications and Queries

- (a) If a Bidder requires any clarification on or has any query in relation to the RFP, it should submit such query or request for clarification on the e-Procurement Portal or send such query or request for clarification to the NREDCAP by e-mail to office@nredcap.in and we@nredcap.in. In case of any e-mail queries or clarifications, the subject of the e-mail must clearly bear the following subject: ("Queries - DEVELOPMENT OF 15 MW WASTE TO ENERGY PLANT AT VIJAYAWADA ON PPP BASIS"). All queries or clarification requests should be received on or before the date and time mentioned in the Bid Schedule.
- (b) The NREDCAP shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. However, the NREDCAP reserves the right to not respond to any query or provide any clarification, in its sole discretion. The NREDCAP's responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders and shall be uploaded on the e-Procurement Portal.
- (c) The NREDCAP may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the NREDCAP shall be deemed to be part of this RFP. Should the NREDCAP deem it necessary to amend the RFP as a result of a request for clarification, it will do so following the procedure under Clause 9.
- (d) It shall be the responsibility of the Bidders to check the e-Procurement Portal for the response to the queries or requests for clarifications. the NREDCAP may, but shall not be obliged to, communicate with the Bidders by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.

- (e) Verbal clarifications and information given by the NREDCAP or any other Person for or on its behalf shall not in any way or manner be binding on the NREDCAP.
- (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.

8.2. Pre-Bid Meeting and Site Visit

- (a) All interested Companies shall be invited to attend the Pre-Bid Meeting on the date, time and place mentioned in the Bid Schedule. The purpose of the Pre-Bid Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bid Process and the Project.
- (b) All interested Companies may nominate up to 3 (three) authorized representatives to participate in the Pre-Bid Meeting, by confirming the participation of its authorized representatives at the Pre-Bid Meeting at least 2 (two) days prior to the date of the Pre- Bid Meeting. Such confirmation shall be sent by e-mail to: office@nredcap.in and we@nredcap.in.
- (c) During the course of the Pre-Bid Meeting, attendees will be free to seek clarifications and make suggestions to the NREDCAP.
- (d) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of an interested Company from participating in the Bid Process.
- (e) The Authority may also organize a Project Site visit, based on request received from the prospective bidders.
- (f) In addition to the Project Site visit organized by the Authority as set out in Clause 8.2 (e) above, the Bidders may also carry out such Project Site inspections as may be required to submit their Bids at any time prior to the Bid Due Date.

9. AMENDMENT OF THE RFP

- 9.1.** Up until the date that is mentioned in the Bid Schedule, the NREDCAP may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing, amend the RFP by issuing an Addendum or an amended RFP and amended draft Agreement.
- 9.2.** All Addenda/amendments will be issued on the e-Procurement Portal.
- 9.3.** The Bidders are required to read the RFP with any Addenda/amendments that may be issued in accordance with this Clause 9.
- 9.4.** Each Addendum/amendment will be binding on the Bidders.
- 9.5.** Any oral statements made by the NREDCAP or its advisors regarding the Bid Process, the RFP or on any other matter, shall not be considered as amending the RFP.
- 9.6.** The NREDCAP will assume that the information contained in the Addendum/amendments will have been taken into account by the Bidder in its Bid. The NREDCAP assumes no responsibility for the failure of a Bidder to submit the Bid in

accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

10. AVAILABILITY OF INFORMATION

- 10.1. The information relating to or in connection with the Project, the Bid Process and this RFP, including all notices issued by the NREDCAP to all Bidders in accordance with this RFP; queries and responses or clarifications and any Addendum will be uploaded on the e-Procurement Portal.
- 10.2. All such information will be made available for review by the Bidders until the Bid Due Date.
- 10.3. If a Bidder faces any technical issue or technical error in accessing the e-Procurement Portal, the Bidder may seek assistance from the NREDCAP by sending an e-mail request to office@nredcap.in and we@nredcap.in, at any time prior to the Bid Due Date.
- 10.4. The NREDCAP will use its best endeavours to respond to a written e-mail request and resolve the technical issue or error or provide an alternative solution to the Bidder at its earliest convenience.

11. CORRESPONDENCE WITH BIDDERS

- 11.1. Save as expressly provided in this RFP, the NREDCAP will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

12. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

12.1. *Proprietary Data*

All documents and other information provided by the NREDCAP or submitted by a Bidder to the NREDCAP will remain or become the property of the NREDCAP, as the case may be. Bidders should not use any information provided by the NREDCAP in connection with the Bid Process for any purpose other than for preparation and submission of their Bids.

12.2. *Confidentiality Obligations of the NREDCAP*

The NREDCAP will treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. The NREDCAP may not divulge any such information or any information relating to evaluation of Bids or the qualification of Bidders unless:

- (a) such publication is contemplated under this RFP;
- (b) such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the NREDCAP or the Bidder on matters arising out of or in connection with the Bid Process;
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- (d) such publication is to enforce or assert any right or privilege of the statutory

authority and/or the Authority or as may be required by law (including under the Right to Information Act, 2005); or

- (e) in connection with any legal process.

13. GOVERNING LAW AND JURISDICTION

13.1. *Governing Law*

The Bid Process, this RFP and the Bids shall be governed by, and construed in accordance with, the laws of India.

13.2. *Exclusive Jurisdiction*

The competent courts at Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFP and the Bids.

14. VALIDITY OF THE BIDS

- 14.1.** The Bids shall remain valid for a period of 180 (one hundred and eighty) days from the Bid Due Date. A Bid valid for a shorter period shall be rejected by the NREDCAP as being non-responsive.

- 14.2.** In exceptional circumstances, prior to the expiry of the Bid validity period, the NREDCAP may request Bidders to extend the Bid validity period. A Bidder may choose to accept or reject the NREDCAP's request for extension of the Bid validity period. If the Bidder agrees to an extension of the Bid validity period, the Bidder shall also extend the validity of the Earnest Money Deposit accordingly. If the Bidder does not accept the NREDCAP's request for extension of the Bid validity period, then the NREDCAP will return the Earnest Money Deposit of such Bidder no later than 30 (thirty) days after the expiry of the original Bid validity period.

PART B. EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY

15. EARNEST MONEY DEPOSIT

- 15.1.** The Bidder shall furnish as part of its Bid, an earnest money deposit for the Project (**Earnest Money Deposit**). The Earnest Money Deposit shall be for an amount equivalent to **INR 3.24 crore** (Rupees three crore and twenty-four lakhs only).
- 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.
- 15.3.** The Earnest Money Deposit shall remain valid for a period of 30 (thirty) days beyond the Bid validity period specified in Clause 14 (inclusive of claim period), as may be extended in accordance with Clause 14.2.
- 15.4.** If any Bid is not accompanied by the bank guarantee for the Earnest Money Deposit, then such Bid shall be rejected by the NREDCAP as non-responsive. Unless forfeited in accordance with Clause 15.5 below, the Earnest Money Deposit of the unsuccessful Bidders will be returned by the NREDCAP no later than 30 (thirty) days after the expiry of the Bid validity period (specified in Clause 14) or within 7 (seven) days from the execution of the Agreement with the Selected Bidder, whichever is earlier.
- 15.5.** The Earnest Money Deposit of the Selected Bidder will be returned upon the Selected Bidder furnishing the Performance Security in accordance with Clause 16. If the Earnest Money Deposit is scheduled to expire prior to the submission of the Performance Security by the Selected Bidder, then the NREDCAP shall be entitled to drawdown the total amount available under the Earnest Money Deposit and retain such amount as cash security until such time that the Selected Bidder submits the Performance Security.
- 15.6.** The Earnest Money Deposit shall be forfeited and appropriated by the NREDCAP as mutually agreed genuine pre-estimated compensation and damages payable to the NREDCAP, without prejudice to any other right or remedy that may be available to the NREDCAP hereunder or otherwise, under the following conditions:
- (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3.4;
 - (b) if a Bidder is disqualified in accordance with, Clause 3.2 (*Lock-in Restrictions and Change in Control*), Clause 3.3 (*Conflict of Interest*), Clause 3.5 (*Other Eligibility Criteria*), and Clause 7.3 (*Rights of the NREDCAP*);
 - (c) if a Bidder withdraws its Bid; or
 - (d) if a Bidder is selected as the Selected Bidder and it fails, within the specified time limit, to:
 - i. sign and return, as acknowledgement, the duplicate copy of the LOA, in accordance with Clause 30;
 - ii. furnish the Performance Security, in accordance with Clause 16;

- iii. fulfil any other condition precedent to the execution of the Agreement; or
- iv. fails to execute or cause the Concessionaire to execute the Agreement, in accordance with Clause 31.

16. PERFORMANCE SECURITY

- 16.1.** The Selected Bidder shall furnish to the Authority a Performance Security equivalent to **Rs. 16.24 crore (Rupees sixteen crore and twenty-four lakhs only)**, on or before the execution of the Agreement, to secure the obligations of the Concessionaire under the Agreement (the **Performance Security**).
- 16.2.** The Selected Bidder shall provide the Performance Security in the form of an unconditional, irrevocable, and on-demand bank guarantee issued by a Scheduled Bank. The Performance Security shall be issued in favour of "**Vijayawada Municipal Corporation**", represented by the Commissioner, **Vijayawada Municipal Corporation** payable at Vijayawada and in the format set out in the Agreement.
- 16.3.** If the Selected Bidder fails to furnish the Performance Security in accordance with this Clause 16 on or before the execution of the Agreement, then the Authority shall have the right to appropriate the Earnest Money Deposit of the Selected Bidder which shall be forfeited in accordance with Clause 15.5(d)(ii).
- 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.
- 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.

PART C. PREPARATION AND SUBMISSION OF BIDS

17. NUMBER OF BIDS

Subject to Clause 25, a Company shall be permitted to submit only 1 (one) Bid for the Project, either individually or as a Member of a Consortium. A Company applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any other Consortium, as the case may be. A Company which submits or participates in more than 1 (one) Bid for the Project shall cause all the Bids with the Company's participation to be disqualified.

18. LANGUAGE OF BIDS AND CORRESPONDENCE

- 18.1. The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the NREDCAP shall be in English.
- 18.2. Any document furnished by the Bidder may be in another language, as long as such document is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall take precedence. If any document submitted by a Bidder is in a local language, then the English translation must be certified by an advocate and notarised. If any document submitted by a Bidder is in a foreign language, then the English translation must be certified by the embassy/consulate/high commission of the relevant foreign country in India or the Ministry of Foreign/External Affairs or any other relevant ministry empowered to certify such English translations in the foreign country where the project is situated. Supporting materials which are not translated into English or certified/notarised in accordance with this Clause 18.2 may not be considered by the NREDCAP.

19. BID DUE DATE

- 19.1. The Bid shall be submitted on or before the date, time and at the place specified in the Bid Schedule.
- 19.2. The NREDCAP may, at its discretion and for any reason, extend the Bid Due Date for all Bidders by issuing an Addendum in accordance with Clause 9, in which case all rights and obligations of the NREDCAP and the Bidders will thereafter be subject to the Bid Due Date as extended.
- 19.3. Bids received by the NREDCAP after the specified time on the Bid Due Date will not be eligible for consideration and will be summarily rejected.

20. QUALIFICATION PROPOSAL

- 20.1. The Qualification Proposal submitted by a Bidder shall comprise the following:
 - (a) bid letter in the format set out in Annex 1;
 - (b) description of the Bidder/Members in the format set out in Annex 2;
 - (c) power of attorney in the format set out in Annex 3A, executed by the Bidder or the Lead Member authorizing the signatory of the Bid to commit the Bidder;
 - (d) certificate issued by the statutory auditor of the Bidder or Member, in the format

set out in Annex 4, certifying the Net Worth and Average Annual Turnover of the Bidder or Member or Associate, as the case may be, and compliance with other financial qualification criteria specified in Clause 4.2;

- (e) if applicable, certificate issued by a statutory auditor certifying the relationship of the Bidder (or in case of a Consortium, the relevant Member) with the Associate(s) whose: (A) experience is being relied upon to demonstrate Technical Capacity; and/or (B) Net Worth and/or Average Annual Turnover is being relied upon to demonstrate Financial Capacity, in the format set out in Annex 6;
- (f) details of the waste to electricity facility(ies) for which the Bidder is claiming development/design and construction experience, certified by the relevant government authority/client in the format specified in Annex 5A;
- (g) if applicable, for each waste to electricity facility for which the Bidder is claiming design and construction experience, a certificate from the implementing agency (i.e., the government authority undertaking the project), certifying that the relevant facility has been successfully operational for at least 365 (three hundred and sixty-five) consecutive days in the 7 (seven) years immediately preceding the Bid Due Date and confirming the details set out in rows 10, 11, and 12 of Annex 5A;
- (h) details of the waste to electricity facility(ies) for which the Bidder is claiming O&M experience, certified by the relevant government authority, in the format specified in Annex 5B;
- (i) if applicable, a certificate from its statutory auditor certifying the percentage of the cost (of the total project cost) expended/received by the Bidder or in case of a Consortium, the relevant Member, in developing the waste to electricity facility(ies) in the format set out in Annex 7;
- (j) bank guarantee for Earnest Money Deposit in the format set out at Annex 8;
- (k) unconsolidated audited annual accounts of the Bidder (including profit and loss statements) and Associate(s) (if applicable) for the Accounting Year immediately preceding the Bid Due Date. If the Bidder is relying on the Financial Capacity of an Associate where it Controls such Associate, then audited consolidated annual accounts of the Bidder should be submitted;
- (l) self-attested copies of the certificate of incorporation, memorandum of association and articles of association. If the Bidder is a Consortium, then each Member shall submit self-attested copies of its certificate of incorporation, memorandum of association and articles of association;
- (m) a UTR Receipt evidencing the transfer of **INR 30,000** as the Bid Document Fee to the account of the New & Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) (as set out in Clause 2.7);
- (n) if required as per Clause 3.6 above, a certificate required under the Office Memorandum, in the format set out in Annex 10; and
- (o) if applicable, a board resolution of the Associate(s) whose financial credentials are being relied upon by the Bidder, resolving to undertake to invest the entire Equity Contribution committed by the Bidder (or in case of a Consortium,

resolving to undertake to invest the proportionate share in the Equity Contribution committed by the relevant Member) and to submit the bank guarantees required under the Project Agreements, in case the Bidder fails to do so.

- 20.2.** If the Bidder is a Consortium, then in addition to the documents set out above, it will be required to submit the following documents:
- (a) Power of attorney in the format set out at Annex 3B, executed by the Members of the Consortium authorizing the Lead Member of the Consortium to act on behalf of and commit the Consortium; and
 - (b) Joint bidding agreement in the format set out at Annex 9.

21. FINANCIAL PROPOSAL

- 21.1.** Bidders are required to populate the Financial Proposal format provided on the e-Procurement Portal with the applicable Grant
- 21.2.** For the purposes of evaluating Financial Proposals only the Grant quoted by the Bidders will be considered.
- 21.3.** If a Bidder quotes more than 1 (one) figure for the Grant, then the Financial Proposal of such Bidder will be deemed to be non-responsive.

22. COST AND CURRENCY OF BIDS

- 22.1.** The Bidders will bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any presentations which may be required by the NREDCAP, or any other costs incurred in connection with or relating to their Bids, including any costs incurred on conducting any due diligence. All such costs and expenses will be borne by the Bidders and the NREDCAP, and their employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.
- 22.2.** All amounts in the Bid should be stated in Rupees.

23. SIGNING OF BIDS

- 23.1.** Each Bidder (and in case of a Consortium, the Lead Member) must use the digital signature of its authorized signatory while uploading the soft copy of the Qualification Proposal to the e- Procurement Portal.

24. MARKING, SEALING AND SUBMISSION OF BIDS

- 24.1.** Each Bidder is required to upload a soft copy/scanned copy of its Qualification Proposal (including all the documents listed in Clause 20 above) on the e-Procurement Portal. The maximum file size of each file uploaded on the e-Procurement Portal by the Bidder as part of its Bid should not exceed **5 MB**.
- 24.2.** While uploading the Technical Qualification Proposal on the e-Procurement Portal, Bidder must ensure that files containing the Qualification Proposal and scanned copies

of the bank guarantee for the Earnest Money Deposit and the UTR Receipt for the Bid Document Fee are uploaded under the relevant heads in a PDF format. The Bidder shall be required to fill all mandatory forms and fields indicated in the e-Procurement Portal at the time of uploading the Qualification Proposal.

- 24.3. The Bidders should ensure the legibility of the documents uploaded to the e-Procurement Portal.
- 24.4. The Bidder shall upload the Qualification Proposal and populate the Financial Proposal format provided on the e-Procurement Portal sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy traffic of Bidders on the Bid Due Date. The NREDCAP will not be responsible for any failure, malfunction or breakdown of the electronic system during the e-procurement process.
- 24.5. The Bidder will receive a system generated acknowledgement of its Bid submission to confirm successful uploading of its Bid.
- 24.6. All Bids uploaded to the e-Procurement Portal will be encrypted and the encrypted Bids can only be opened by the authorised representatives of the NREDCAP at or after the specified time on the Bid Due Date.
- 24.7. It is clarified that the Bidder will not be required to submit a hard copy of the Qualification Proposal (except for hard copies of the original bank guarantee for the Earnest Money Deposit and the POAs required under Clause 20), or the Financial Proposal format provided on the e-Procurement Portal, in which the Bidders are required to quote their Grant, and if a hard copy of the Qualification Proposal (except for hard copies of the original bank guarantee and the POAs) or Financial Proposal is submitted, then the Bid submitted by such Bidder shall be rejected as being non-responsive.
- 24.8. The Bid will contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorised signatory of the Bidder/Lead Member. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorised signatory of the Bidder/Lead Member.
- 24.9. The hard copy of the original bank guarantee for the Earnest Money Deposit and the POAs required under Clause 20 will be duly sealed in an envelope, which will be superscribed as follows:

**"DEVELOPMENT OF 15 MW WASTE TO ENERGY PLANT AT VIJAYAWADA ON
PPP BASIS**

- BANK GUARANTEE AND POWER OF ATTORNEY

DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE"

- 24.10. The sealed envelope containing the original bank guarantee for the Earnest Money Deposit and the POAs required under Clause 20 will clearly indicate the name, address and contact details of the Bidder. If the envelope is not sealed, marked and submitted as instructed in this Clause 24, the NREDCAP assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- 24.11. The hard copy of the original bank guarantee for the Earnest Money Deposit and the POAs required under Clause 20 will either be hand delivered or sent by registered post

acknowledgement due or courier to the address below:

Attention: *The Vice Chairman & Managing Director,*

New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP),

Head office: 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District, Pin : 522 501

Please note that the hard copy documents submitted by a Bidder to any address other than the above-mentioned address will not be considered for evaluation. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

24.12. The NREDCAP will not be responsible for any delays, loss or non-receipt of Bids.

25. SUBSTITUTION AND MODIFICATION OF BIDS

- 25.1.** No Bid can be substituted or modified by the Bidder on or after the Bid Due Date. If a Bidder submits a modified Qualification Proposal and/or Financial Proposal at any time prior to the Bid Due Date, then the NREDCAP shall consider: (i) the Qualification Proposal submitted later in time; and (ii) the Financial Proposal with the Best Quote for the purpose of evaluation of Bids.
- 25.2.** The Bidder may modify its Bid prior to the Bid Due Date by uploading a scanned copy of a letter addressed to VC & MD, NREDCAP
- 25.3.** Any modification to the Bid or additional information supplied after the specified time on the Bid Due Date, unless such additional information has been expressly sought for by the NREDCAP, will be disregarded.
- 25.4.** No Bidder shall be allowed to withdraw its Bid at any time after its submission.

PART D. OPENING AND EVALUATION OF BIDS

26. OPENING OF BIDS

- 26.1. The NREDCAP will open only those Bids that are submitted on or before the specified time on the Bid Due Date. If any Bid is received after the specified time on the Bid Due Date, it will be rejected and will be returned unopened to the Bidder.
- 26.2. The NREDCAP will open the soft copy of the Qualification Proposals at the time, date and place specified in the Bid Schedule.
- 26.3. The Qualification Proposals will be opened in the presence of the Bidders whose designated representatives choose to be present. The Bidders can also view the summary of opening of Bids by logging on to the e-Procurement Portal.
- 26.4. The NREDCAP will prepare a record of the opening of the Bids that will include, as a minimum, the names of the Bidders from whom Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- 26.5. Once all the Qualification Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Qualification Proposals is set out in Clause 27.
- 26.6. Once the Qualification Proposals have been evaluated, all Bidders whose Qualification Proposals meet the Eligibility Criteria and the Qualification Criteria, will be informed of a date, time and place for opening of their Financial Proposals. The Financial Proposals will be opened in the presence of the representatives of the qualified Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 28.
- 26.7. The qualification of Bidders will be entirely at the discretion of the NREDCAP. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.
- 26.8. Any information contained in a Bid will not in any manner be construed as binding on the Authority, its agents, successors or assigns; but will be binding on the Bidder.

27. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF QUALIFICATION PROPOSALS

- 27.1. The NREDCAP will examine the Qualification Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Qualification Proposals are generally in order. If any Bidder is found to be disqualified in accordance with the terms of the RFP or if any Qualification Proposal is found to be non-responsive or not meeting the Technical Capacity or the Financial Capacity, the Bid comprising such Qualification Proposal will be rejected by the NREDCAP and not included for further consideration. No request for alteration, modification, substitution, or withdrawal shall be entertained by the NREDCAP in respect of such Bid.
- 27.2. Prior to evaluation of the Qualification Proposals, the Qualification Proposals will be evaluated to determine responsiveness to the RFP. A Qualification Proposal, shall be

considered responsive only if:

- (a) the Qualification Proposal and all documents specified in Clause 20 are received in the prescribed formats;
- (b) the Bid is uploaded by the specified time on the Bid Due Date;
- (c) hard copies of the original bank guarantee for the Earnest Money Deposit and the POAs required under Clause 20 are received by the specified time on the Bid Due Date;
- (d) it is signed, marked and uploaded as stipulated in Clauses 23 and 24;
- (e) it contains all the information and documents (complete in all respects) as requested in this RFP; and
- (f) it does not contain any condition or qualification.

27.3. The NREDCAP shall then evaluate and determine whether the Bidders who have submitted responsive Qualification Proposals satisfy the Eligibility Criteria and the Qualification Criteria set out at Clause 3 and Clause 4 respectively.

27.4. In order to determine whether the Bidder satisfies the Eligibility Criteria set out at Clause 3 and the Qualification Criteria set out at Clause 4, the NREDCAP will review the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder and any additional information which the NREDCAP seeks from the Bidder.

27.5. Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, the NREDCAP reserves the right to reject the Bid submitted by such Bidder.

27.6. Upon completion of evaluation of the Qualification Proposals, the NREDCAP will notify the qualified Bidders and inform them of the date and time on which their Financial Proposals will be opened. The Financial Proposals of those Bidders who do not qualify will not be opened.

28. EVALUATION OF FINANCIAL PROPOSALS

28.1. The NREDCAP shall open the Financial Proposals of only the qualified Bidders, within 15 (fifteen) days from the date of notification of qualified Bidders, at the time to be notified and place specified in the Bid Schedule. If there is only 1 (one) qualified Bidder, the NREDCAP may, at its sole discretion, decide to open this Bidder's Financial Proposal.

28.2. In the presence of the representatives of the qualified Bidders that choose to be present at the opening of the Financial Proposals, the NREDCAP shall open the Financial Proposal of each qualified Bidder and announce the Grant quoted by such Bidder.

28.3. Following the opening of the Financial Proposals, the NREDCAP shall evaluate the Financial Proposals for responsiveness. A Financial Proposal, shall be considered responsive only if:

- (a) the Bidder has populated the Financial Proposal format provided on the e-Procurement Portal, in accordance with the instructions provided on the e-

Procurement Portal;

- (b) the Financial Proposal is not affected by the condition specified in Clause 21.3 of this RFP.
- 28.4.** The NREDCAP shall notify a qualified Bidder whose Financial Proposal is found to be non-responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project.
- 28.5.** The NREDCAP shall, for each qualified Bidder that has submitted a responsive Financial Proposal, tabulate the Grant.
- 28.6.** Once the Grant for each qualified Bidder that has submitted a responsive Financial Proposal has been tabulated, the NREDCAP shall rank the qualified Bidders based on the Grant quoted. The qualified Bidder with the Best Quote will be the Preferred Bidder.
- 28.7.** If the Grant quoted by 2 (two) or more qualified Bidders is the same, as the case may be (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 28.8.** If the Preferred Bidder is disqualified or rejected for any reason whatsoever, then the procedure set out in Clause 7.2 shall follow.
- 28.9.** The NREDCAP may issue a letter to invite the Preferred Bidder for negotiations, provided such negotiations shall not result in any increase in the Grant initially quoted by the Preferred Bidder.

29. CLARIFICATION ON BIDS

- 29.1.** To facilitate evaluation of the Bids, the NREDCAP may, in its sole discretion, seek clarifications and/or any additional information from any Bidder regarding its Bid (including if the Bid is not signed, marked and sealed in accordance with Clauses 23 and 24). Such clarification(s) will be provided within the time specified by the NREDCAP for this purpose. Any request for clarification(s) and all responses to such clarification(s) will be in writing. Any clarification submitted by a Bidder that is not in response to a request by the NREDCAP will not be considered.
- 29.2.** If a Bidder does not provide clarifications and/or any additional information sought under Clause 29.1 within the prescribed time, its Bid may be liable for rejection. If the Bid is not rejected, the NREDCAP may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of the NREDCAP.

PART E. AWARD OF PROJECT

30. LETTER OF AWARD (LOA)

- 30.1.** After declaration of the Preferred Bidder, the NREDCAP will, within 60 days, issue the LOA to the Preferred Bidder in duplicate:
- (a) declaring it as the Selected Bidder;
 - (b) accepting its Financial Proposal;
 - (c) requesting it to sign and return, as acknowledgement, a copy of the LOA within 15 (fifteen) days of issuance of the LOA, indicating the date on which it will cause the Concessionaire to execute the Agreement, which in no event shall be later than 30 (thirty) days from the date of the LOA;
 - (d) requesting it to submit the Performance Security in accordance with Clause 16;
 - (e) requesting it to incorporate the Concessionaire to implement the Project.
- 30.2.** If the Selected Bidder fails to return a duly signed copy of the LOA to the NREDCAP within 15 (fifteen) days of issuance of the LOA, then the NREDCAP may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA, and forfeit the Earnest Money Deposit. If the NREDCAP elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

31. EXECUTION OF THE CONTRACT

- 31.1.** The NREDCAP shall, within 15 (fifteen) days of the acceptance of the LOA by the Selected Bidder provide the Selected Bidder with the final execution draft of the Concession Agreement and Power Purchase Agreement. The Concessionaire incorporated by the Selected Bidder or the Selected Bidder, as the case may be, shall execute the Agreement in the draft form provided by the NREDCAP.
- 31.2.** If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Agreement provided by the NREDCAP under Clause 31.1, the NREDCAP may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the NREDCAP elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.
- 31.3.** Subject to Clause 30.2, upon satisfaction of the conditions specified in Clause 30.1 and any other conditions specified in the LOA, the Concessionaire incorporated by the Selected Bidder or the Selected Bidder, as the case may be, shall execute the agreements within 30 (thirty) days from the date of issuance of the LOA.
- 31.4.** If the Concessionaire or Selected Bidder, as the case may be, fails to execute the agreements within the timeline specified in Clause 31.3, the NREDCAP may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Earnest Money Deposit. If the NREDCAP elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

- 31.5.** If the Authority/ APDISCOM fails to execute the Concession Agreement/ PPA within the timeline specified in Clause 31.3 or NREDCAP elects to revoke the LOA (other than due to reasons attributable to the Selected Bidder), then the NREDCAP shall return the Earnest Money Deposit to the Selected Bidder within an additional 30 (thirty) day period.

ANNEX 1**FORMAT OF BID LETTER
(on the letterhead of Bidder /Lead Member)**

Date: [•]

Place: [•]

To,
The Vice Chairman & Managing Director,
New and Renewable Energy Development Corporation of Andhra Pradesh Limited
(NREDCAP)
Regd.Office:12-464/5/1, River Oaks Apartment,
CSR Kalyana Mandapam Road, Tadepalli,
Guntur District, AP – 522501.
Tel.: 0863-2347650/51/52/53

Sub: **Bid for “DEVELOPMENT OF 15 MW WtE PLANT AT VIJAYAWADA ON PPP BASIS”**

Ma'am/Sir,

Please find enclosed our Qualification Proposal in respect of the above-mentioned project and complying with the Request for Proposal (**RFP**) no..... issued by the **NREDCAP** dated [•].

We hereby confirm the following:

1. The Qualification Proposal is being submitted by _____
(name of Bidder/Member/Associate), who is the Bidder/Lead Member of the Consortium [comprising _____ **mention the names of the entities who are Members**, in accordance with the terms and conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFP issued by the NREDCAP. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Bid.
3. We acknowledge that the NREDCAP will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for implementing the Project, and we certify that all information provided in the Bid and the Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
4. The information submitted with respect to our Qualification Criteria is complete, and strictly as per the requirements stipulated in the RFP. We would be solely responsible for any errors or omissions in our Bid.
5. We shall make available to the NREDCAP any additional information it may require to supplement or authenticate the Bid.
6. We acknowledge the right of the NREDCAP to reject our Bid without assigning any

reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.

7. We acknowledge the right of the NREDCAP to not award the Project without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
8. We certify that in the 3 (three) Accounting Years immediately preceding the Bid Due Date, we or any Member of our Consortium or any of our Associate(s) whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has not been affected by any of the following circumstances:
 - i. having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;
 - ii. having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;
 - iii. having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
 - iv. having been declared by a court or other competent authority as being unable to pay its debts or having had the repayment of its debts suspended; or
 - v. having been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (a) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, officers or managers; or
 - (b) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.
9. We certify that in the 3 (three) Accounting Years immediately preceding the Bid Due Date, we or any Member of our Consortium or any of our Associate(s) whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has not been affected by any of the following circumstances:
 - i. the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be, on account of failure to perform any contract;
 - ii. been expelled from any project or contract by the Gol or any state government, or its instrumentalities; or
 - iii. had any contract terminated by the Gol or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.

10. We certify that we or any Member of our Consortium or any of our Associate(s) whose Technical or Financial Capacity is being relied upon to qualify for award of the Project have not entered into a contract for operation of the e-Procurement Portal, which is currently valid and subsisting.
11. We certify that we or any Member of our Consortium or any of our Associate(s) whose Technical or Financial Capacity is being relied upon to qualify for award of the Project has not been barred by Gol or any state government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Bid Due Date.
12. We certify that we or any Member of our Consortium or any of our Associate(s) whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has not been determined to be ineligible by the World Bank under the Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants.
13. We certify that we or any Member of our Consortium or any of our Associate(s) whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project are not included as a debarred person pursuant on the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 (www.crossdebarment.org).
14. We certify that we or any Member of our Consortium or any of our Associate(s) whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project are not included on any sanctions lists promulgated by the UN Security Council or its Committees, or any other recognised international sanctions list and do not have operations (directly or through any subsidiary) or carry out transactions that are not in compliance with the sanctions promulgated by the UN Security Council or its Committees.
15. We declare that:
 - (a) we have examined and have no reservations to the RFP and do not seek any deviations to the RFP, including any Addendum issued by the NREDCAP;
 - (b) we do not have any Conflict of Interest in accordance with Clauses 3.3 of the RFP;
 - (c) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority; and
 - (d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP and submission of the Bid, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

16. We declare and confirm that we have read Clause 3.6 of the RFP and agree to comply with the eligibility requirements set out therein to participate in this tender. Accordingly, we have also enclosed all necessary certificates (including the certificate as per the format set out in Annex 10) in support of the aforesaid compliance under the Office Memorandum and the RFP. We undertake to agree and confirm that, in the event of us being declared as the Selected Bidder, if any of the statements or documents submitted in this regard are found to be false, incorrect or misleading, the NREDCAP will be entitled to take appropriate action as it deems necessary.
17. We understand that the NREDCAP may cancel the Bid Process at any time and that the NREDCAP is neither bound to accept any Bid that it may receive nor to invite the Bidders to submit a Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 7 of the RFP.
18. The Bidder/ Consortium of which we are the Lead Consortium Member satisfies the legal requirements and in our opinion by itself/along with its Members and Associates meets all the Qualification Criteria and Eligibility Criteria laid down in the RFP.
19. We declare that we and our Associates are not submitting separate Bids for the Project.
20. Subject to Clause 25 of the RFP, we declare that we are not submitting more than 1 (one) Bid for the Project.
21. We certify that in regard to matters other than security and integrity of the country, we or any Member or our Associate(s) have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.
22. We further certify that in regard to matters relating to security and integrity of the country, we or any Member or our Associate(s) have not been charge-sheeted by any agency of the state or convicted by a court of law.
23. We further certify that no investigation by a regulatory authority is pending either against us or against any Member or against our CEO or any of our directors/managers/employees or our Associate(s), which could have a material adverse effect on our ability to undertake the Project.
24. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of the RFP, we shall inform the NREDCAP of the same immediately.
25. In the event of us being declared as the Selected Bidder for the Project, we agree to incorporate a special purpose vehicle, which will enter into the concession agreement provided by the NREDCAP. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
26. We agree and undertake to abide by all the terms and conditions of the RFP.
27. We have studied the RFP and all the information carefully. We understand that except to the extent expressly set forth in the Concession Agreement, we shall have no claim,

right or title arising out of any documents or information provided to us by the NREDCAP or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.

28. A power of attorney, by all Members of the Consortium, appointing the Lead Member and authorizing the Lead Member to sign the Bid on behalf of all Members is included as part of the Bid.
29. A Power of Attorney from the Bidder/Lead Member authorizing the undersigned as the authorised representative, and signatory who is authorised to perform all tasks, including provide information, respond to queries, enter into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Bid.
30. We certify that we have the Technical Capacity and Financial Capacity to undertake the Project.
31. We agree and understand that the Bid is subject to the provisions of the RFP. In no case, we shall have any claim or right against the Authority and NREDCAP if the Project is not awarded to us or our Bid is not opened.
32. We have submitted all the relevant information as per the formats specified in the RFP, along with the requisite Earnest Money Deposit and Bid processing fee.
33. Our Bid shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

For and on behalf of :

Signature :

(Authorised Representative and Signatory)

Name of the Person :

Designation :

ANNEX 2**DESCRIPTION OF THE BIDDER/MEMBERS****(on the letterhead of Bidder /Lead Member)**

1.
 - (a) Name:
 - (b) Country of Incorporation:
 - (c) Principal Address:
 - (d) Date of Incorporation and/or Commencement of Business:
2. Brief description of the Bidder including details of its main lines of business: *(Note. Such description shall not exceed 5 (five) type-written pages.)*
3. Details of individual(s) who will serve as the point of contact/communication for the NREDCAP:
 - (a) Name:
 - (b) Designation: (c)
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-mail Address:
 - (f) Fax Number:
4. In case of a Consortium:
 - (a) The information above (1-3) should be provided for all the Members of the Consortium.
 - (b) Additional information regarding each Member of the Consortium should be provided as per table below:

Sl.no.	Name of Member	Proposed percentage holding in the total Equity Contribution of the Concessionaire
1		
2		
3		

ANNEX 3A

FORMAT OF POWER OF ATTORNEY AUTHORIZING THE SIGNATORY OF THE BID

(on stamp paper)

Know all men by these presents, We (*name of the Company and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (*name*),and presently residing at....., who is presently employed with us/the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for “**DEVELOPMENT OF 15 MW WTE PLANT AT VIJAYAWADA ON PPP BASIS**” by the **Vijayawada Municipal Corporation** and the **Participating ULBs (the Authority)**, including but not limited to signing and submission of all Bid documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the Project and/or upon award of the Project to us and/or till the entering into of the concession agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE- NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)
Accepted
.....

(Signature)
(Name, Title and Address of the Attorney)

Instructions:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power behalf of the Bidder.*
3. *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by the Bidders from countries have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.*

ANNEX 3B

FORMAT OF POWER OF ATTORNEY FOR APPOINTING LEAD MEMBER

(On requisite stamp paper)

Whereas the **NREDCAP** has invited Bids from interested parties for the purpose of undertaking a project for DEVELOPMENT OF 15 MW WTE PLANT AT VIJAYAWADA ON PPP BASIS (the **Project**).

Whereas,, and (collectively, the **Consortium**) being Members of the Consortium are interested in submitting a Bid for the Project in accordance with the terms and conditions of the Request for Proposal (**RFP**) issued by the NREDCAP on [•], and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its implementation.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, having our registered office at, and having our registered office at, (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorise having its registered office at....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bid Process and, in the event the Consortium is awarded the Project, during the implementation of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of the Consortium's Bid for the Project, including but not limited to signing and submission of all Bid related documents and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/or upon award of the Project and/or till the concession agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

- 1.
- 2.

.....

(To be executed by all the Members of the Consortium)

(Notarised)

.....

(Signature)

(Name, Title and Address of the Attorney)

Instructions:

- 1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3. *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by the Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.*

ANNEX 4

FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR FOR NET WORTH AND AVERAGE ANNUAL TURNOVER AND COMPLIANCE WITH OTHER FINANCIAL QUALIFICATION CRITERIA

(On the letter head of the statutory auditor of the Bidder/each Member of the Consortium/Associate (as applicable))

Based on the books of accounts of **(name of Bidder/Member/Associate) (Bidder/Member)** and other published information authenticated by it, this is to certify that:

- (a) As on *[insert date]*, the Bidder's/Member's/Associate's Net Worth is INR [●] (*Rupees in words*).

The Net Worth of INR [●] (Rupees in words) has been calculated in accordance with the computation set out below which is in accordance with the terms set out in the Request for Proposal (**RFP**) issued by the NREDCAP on [●].

Net worth = _____ (paid up share capital)

Add:(reserves)

Add:(others, please specify)

Subtract: (revaluation reserves)

Subtract:(intangible assets)

Subtract:(miscellaneous expenditures to the extent not written off and carry forward losses)

Subtract: (others, please specify)

** Please note that the items in brackets should correspond to items as per the annual report so that it can be verified exactly how the net worth has been computed.*

- (b) As on *[insert date]*, the average of the Bidder's/Member's/Associate's Annual Turnover over the last 3 (three) Accounting Years immediately preceding the Bid Due Date is INR [●] (*Rupees in words*)
- (c) The Average Annual Turnover of INR [●] (*Rupees in words*) has been calculated in accordance with the terms set out in the Request for Proposal (RFP) issued by the NREDCAP on [●]
- (d) The Bidder/Member is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3 (three) Accounting Years immediately preceding the Bid Due Date:
- i. having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;
 - ii. having been admitted into corporate insolvency resolution process under the Insolvency
 - iii. and Bankruptcy Code 2016;
 - iv. having entered into any compromise with its creditors, or been subject to

proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or

- v. having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

ANNEX 5A

**FORMAT OF DETAILS OF WASTE TO ELECTRICITY EXPERIENCE -
DEVELOPMENT / DESIGN AND CONSTRUCTION**

1	Name of the Project		
2	Location		
3	Contracting Agency Address Tel/ Email		
4	Nature of contract	<i>Please describe the nature of contract – DB/ DBO/ EPC/ DBOT/ DBFOT</i>	
5	Contract Commencement Date		
6	Nature of Experience – Development/Design and Construction		
7	If Party in an unincorporated JV, specify percentage of participation in the project	<i>insert total contract amount/value</i>	<i>insert percentage of total amount expended/received by the Bidder/Member/Associate</i>
8	Whether credit is being taken for the experience of an Associate (Yes/No)		
9	Design Parameters: ¹	Waste Quantity Throughput – TPD:	
		Power - MW:	
		Net Calorific Value - Kcal/Kg:	
10	Month and Year of Construction Completion:		
11	Number of years of continuous successful operation in accordance with the relevant contract (from Month/Year to Month/Year):		
12	Performance – average of [365 (three hundred and sixty five)]	Average throughput – TPD:	
		Average Units of Power	

¹ If there are multiple lines of a waste to electricity facility of equal or varying capacity on the site, please fill data from rows 9 to 15 for each separately

	consecutive days in the 7 (seven) years preceding the Bid Due Date	Evacuated – million units:	
13	Type of Incinerator		
14	Brief description of the technology:		
15	Key Vendors:	Grate	
		Boiler	
		Turbine	
		Generator	
		Flue Gas Treatment	
16	Emissions – in compliance with prescribed limits (please complete the data in the following table)		

CONTINUOUS EMISSION MONITORING (CEM) PARAMETERS ²		
Pollutant	Units	Plant Emission Limit
SO ₂ – Sulphur Dioxide	mg/Nm ³	
HCl – Hydrogen Chloride	mg/Nm ³	
HF – Hydrogen Fluoride	mg/Nm ³	
NO _x – Nitrogen Oxides expressed at NO ₂	mg/Nm ³	
CO - Carbon Monoxide	mg/Nm ³	
Pollutant	Units	Plant Emission Limit
SO ₂ – Sulphur Dioxide	mg/Nm ³	

STACK TEST PARAMETERS ³		
Pollutant	Units	Plant Emission Limit
Hg- Mercury	mg/Nm ³	
Cd-Cadmium + Tl – Thallium	mg/Nm ³	

² Unless stated otherwise, emission levels associated with the best available techniques (BAT-AELs) for emissions to air given in these BAT conclusions refer to concentrations (mass of emitted substances per volume of waste gas) under the following standard conditions: dry gas at a temperature of 273,15 K and a pressure of 101,3 kPa, without correction for oxygen content, and expressed in µg/Nm³ or mg/Nm³.

For averaging periods of BAT-AELs for emissions to air, the following definitions apply.

Type of measurement	Averaging period	Definition
Continuous	Daily average	Average over a period of one day based on valid hourly or half-hourly averages.
Periodic	Average over the sampling period	Average value of three consecutive measurements of at least 30 minutes each.

Where continuous measurement is used, the BAT-AELs may be expressed as daily averages.

³ Average emission limit values (mg/Nm³) for the following heavy metals over a sampling period of a minimum of 30 minutes and a maximum of 8 hours

STACK TEST PARAMETERS ³		
Pollutant	Units	Plant Emission Limit
Sum of (As, Ni, Co, Pb, Cr, Cu, V, Mn, Sb)	mg/Nm ³	
Dioxins and Furans ⁴	ng/Nm ³	
Total Particulate Matter as dust in stack	mg/Nm ³	
TOC – gaseous and vaporous organic substances, as total organic carbon	mg/Nm ³	

For and on behalf of : Name of the person:
Signature : Designation:

(Authorised Representative and Signatory)

GOVERNMENT AUTHORITY/CLIENT CERTIFICATION

I, _____ (name), holding the position of (designation of authorised officer/signatory of relevant government authority/client) at _____ (name of relevant government authority/client) hereby certify that the _____ (name of Bidder/Member/Associate) has developed/designed and constructed the [waste to electricity facility] for which information has been provided above in accordance with the terms of the contract executed for such [waste to electricity facility] and the information provided above is true and correct.

Signature Name:
Designation:

Note:

1. In case of development experience, details such as name, postal address, email address and contact details of the authority/implementing agency (i.e., concession grantor) should be provided. In case of design and construction experience, details such as name, postal address, email address and contact details of both the developer (i.e., the concessionaire) and the authority/implementing agency (i.e., the concession grantor) should be provided.
2. In case of design and construction experience, if the client is the developer of the relevant project (i.e., the concessionaire), then in addition to the client certificate in the format set out in this Annex 5A, the Bidder/Member/Associate shall also submit a certificate from the implementing agency (i.e., the government authority granting the concession), certifying the details set out in rows 10, 11, and 12 of the table above.
3. In the event that credit is being taken for the experience of an Associate, the Bidder must also provide a certificate from the statutory auditor in the format set out at Annex 6.
4. If the project used to demonstrate the above waste to electricity facility was undertaken

⁴ Average emission limit value (ng/Nm³) for dioxins and furans over a sampling period of a minimum of 6 hours and a maximum of 8 hours.

by the Bidder or any Member or Associate through an unincorporated joint venture, consortium or partnership, the Bidder must also provide a certificate from the statutory auditor in the format set out at Annex 7 certifying that the capital expended by the Bidder or Member or Associate or payments received by the Bidder or Member or Associate, prior to the Bid Due Date, was at least 26% (twenty six per cent) of the total project/contract value.

- 5. Experience for any activity relating to a project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.*
- 6. The Bidder/Member may submit its details in format set out in this Annex 5A either for a single project or for multiple projects that cumulatively meet the development/design and construction experience, as set out in Clause 4.1(a)(i) of this RFP. In case of multiple projects, the Bidder/Member must provide details of such projects in separate tables, in accordance with the format set out in this Annex 5A, for each such project.*
- 7. In the absence of any detail in the above format and/or the certificate(s) issued by the relevant government authority/client, the information would be considered inadequate and could lead to exclusion of the relevant project in determining whether the Bidder meets the Qualification Criteria.*

ANNEX 5B

**FORMAT OF DETAILS OF WASTE TO ELECTRICITY EXPERIENCE –
OPERATIONS & MAINTENANCE**

1.	Name of the Project		
2.	Location		
3.	Contracting Agency		
	Address Tel/ Email		
4.	Nature of contract	<i>Please describe the nature of contract – Government (Annuity, Hybrid Annuity, Processing/Tipping Fee + Power Revenue, Monthly O&M Contract), private (either O&M Agreement or privately owned) etc.</i>	
5.	Ownership of the Project ⁵		
6.	Contract Commencement Date	<i>insert dates of start of contract</i>	
7.	No. of Years of Continuous Operations (from Month/Year to Month/Year)		
8.	If Party in an unincorporated JV, specify percentage of participation in the project	<i>[insert total amount/value]</i>	<i>[insert percentage of total contract amount expended/received by the Bidder]</i>
		<i>contract</i>	
9.	Whether credit is being taken for the experience of an Associate (Yes/No)		
10.	Design Parameters: ⁶	Waste Quantity Throughput – TPD:	
		Power – MW:	
		Net Calorific Value – Kcal/Kg:	
11.	Month/ Year of Commissioning:		
	Performance –	Average throughput – TPD:	

⁵ To be provided where the Party is only contracted for the O&M services and does not have ownership interest in the Project.

⁶ If there are multiple lines of a waste to electricity facility of equal or varying capacity on the site, please fill data from rows 10 to 14 for each separately.

12.	average of last 1 (one) year	Average Units of Power Evacuated – Million units per month:	
13.	Type of Incinerator		
14.	Brief description of the scope of services:		
15.	Emissions – in Compliance with prescribed limits (please complete the data in the following table)	YES/ NO	

CONTINUOUS EMISSION MONITORING (CEM) PARAMETERS ⁷		
Pollutant	Units	Plant Emission Limit
SO ₂ – Sulphur Dioxide	mg/Nm ³	
HCl – Hydrogen Chloride	mg/Nm ³	
HF – Hydrogen Fluoride	mg/Nm ³	
NO _x – Nitrogen Oxides expressed at NO ₂	mg/Nm ³	
CO - Carbon Monoxide	mg/Nm ³	
Pollutant	Units	Plant Emission Limit
SO ₂ – Sulphur Dioxide	mg/Nm ³	

STACK TEST PARAMETERS ⁸		
Pollutant	Units	Plant Emission Limit
Hg- Mercury	mg/Nm ³	
Cd-Cadmium + Tl – Thallium	mg/Nm ³	
Pb – Lead	mg/Nm ³	
Sum of (As, Ni, Co, Pb, Cr, Cu, V, Mn, Sb)	mg/Nm ³	
Dioxins and Furans ⁹	ng/Nm ³	
Total Particulate Matter as dust in stack	mg/Nm ³	

⁷ Unless stated otherwise, emission levels associated with the best available techniques (BAT-AELs) for emissions to air given in these BAT conclusions refer to concentrations (mass of emitted substances per volume of waste gas) under the following standard conditions: dry gas at a temperature of 273,15 K and a pressure of 101,3 kPa, without correction for oxygen content, and expressed in µg/Nm³ or mg/Nm³.

For averaging periods of BAT-AELs for emissions to air, the following definitions apply.

Type of measurement	Averaging period	Definition
Continuous	Daily average	Average over a period of one day based on valid hourly or half- hourly averages.
Periodic	Average over the sampling period	Average value of three consecutive measurements of at least 30 minutes each.

Where continuous measurement is used, the BAT-AELs may be expressed as daily averages.

⁸ Average emission limit values (mg/Nm³) for the following heavy metals over a sampling period of a minimum of 30 minutes and a maximum of 8 hours

⁹ Average emission limit value (ng/Nm³) for dioxins and furans over a sampling period of a minimum of 6 hours and a maximum of 8 hours.

STACK TEST PARAMETERS ⁸		
Pollutant	Units	Plant Emission Limit
TOC – gaseous and vaporous organic substances, as total organic carbon	mg/Nm ³	

For and on behalf of _____ :

Signature _____ :

Name of the person: _____

Designation: _____

(Authorised Representative and Signatory)**GOVERNMENT AUTHORITY/CLIENT CERTIFICATION**

I, _____ (name), holding the position of (designation of authorised officer/signatory of relevant government authority/client) at _____ (name of relevant government authority/client) hereby certify that the _____ (name of Bidder/Member/Associate) has operated and maintained the [waste to electricity facility] for which information has been provided above in accordance with the terms of the contract executed for such [waste to electricity facility] and the information provided above is true and correct.

Signature Name: _____

Designation: _____

Note:

1. The duration of the O&M experience must be at least 365 (three sixty five) consecutive days in the 7 (seven) years immediately preceding the Bid Due Date. The Bidder should provide certification from the relevant government authority (i.e., the implementing agency) or private entity as per the format provided above.
2. In the event that credit is being taken for the experience of an Associate, the Bidder must also provide a certificate from the statutory auditor in the format set out at Annex 6.
3. Experience for any activity relating to a project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
4. The Bidder/Member may submit its details in format set out in this Annex 5B either for a single project or for multiple projects that cumulatively meet the O&M experience, as set out in Clause 4.1(b) of this RFP. In case of multiple projects, the Bidder/Member must provide details of such projects in separate tables, in accordance with the format set out in this Annex 5B, for each such project.
5. In the absence of any detail in the above format and/or the certification by the relevant government authority or private entity, the information would be considered inadequate and could lead to exclusion.

ANNEX 6

**FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR FOR
CERTIFYING AN ASSOCIATE**

Based on the authenticated record of [***insert name of the Bidder/Member/Associate***], this is to certify that [more than 50% (fifty per cent) of the voting shares of [***name of the Bidder/Member/Associate***] is held, directly or indirectly, by[***name of Bidder/ Member/Associate***].

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.

[And/or]

[..... [***name of Bidder/Member/Associate***] has the power, directly or indirectly, to direct or influence the management and policies of (***Bidder/Member/Associate***) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

[And/or]

[This is to certify that more than 50% (fifty per cent) of the voting shares of[***name of Bidder/Member/Associate***] and more than 50% (fifty per cent) of the voting shares of [***name of Bidder/Member/Associate***] are held directly or indirectly by... [***name of Bidder/Member/Associate***]. Based on the above [***name of Bidder/Member/Associate***] and [***name of Bidder/Member/Associate***] are Associates by virtue of being under the common Control of the same Person.]

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Bidder/Member and its Associate. In the event that Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

ANNEX 7**FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR TO CERTIFY PAYMENTS MADE/RECEIVED**

(On the letter head of the statutory auditor of the Bidder/each Member of the Consortium/Associate (as applicable))

Based on the books of accounts of [*insert name of the Bidder/Member/Associate*] (**Bidder/Member/Associate**) and other published information authenticated by it, this is to certify that of the [total project cost/contract value] for the [*insert name of project which Bidder is relying upon to demonstrate the Technical Capacity*] of INR [•],

[the capital expenditure incurred by the Bidder/Member/Associate until [*insert date*] is INR [•], which is [•]% of the [total project cost/contract value]]

Or

[the total payments received by the Bidder/Member/Associate until [*insert date*] is INR [•], which is [•]% of the [total project cost/contract value]].

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation: Date:

ANNEX 8**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(On stamp paper)

B.G. No. []

Dated:

1. In consideration of you, the New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP), which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns, represented by the VC & MD, the NREDCAP having agreed to receive the Bid of (*insert name of Bidder/the Consortium*), represented by Member with its registered office at [*insert Address*] (referred to as the Bidder which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the DEVELOPMENT OF 15 MW WTE PLANT AT VIJAYAWADA ON PPP BASIS (referred to as the “**Project**”), pursuant to the Request for Proposal dated [●] (referred to as the RFP) issued in respect of the Project and other related documents, we (*insert name of the Bank*) having our registered office at [●] and one of its branches at [●] (referred to as the Bank), at the request of the Bidder, do hereby in terms of Clause 15 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the NREDCAP an amount of [●] (referred to as the Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder fails to fulfil or comply with all or any of the terms and conditions contained in the RFP.
2. Any such written demand made by the NREDCAP stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the RFP will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee 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 NREDCAP is disputed by the Bidder or not, merely on the first demand from the NREDCAP stating that the amount claimed is due to the NREDCAP by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP, for the following events:
 - (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3.4;
 - (b) if a Bidder is disqualified in accordance with, Clause 3.2 (Lock-in Restrictions and Change in Control), Clause 3.3 (Conflict of Interest), Clause 3.5 (Other Eligibility Criteria), and Clause 7 (Rights of the NREDCAP);
 - (c) if, a Bidder withdraws its Bid; or
 - (d) if a Bidder is selected as the Selected Bidder and it fails, within the specified time

limit, to:

- i. sign and return, as acknowledgement, the duplicate copy of the LOA;
- ii. furnish the Performance Security;
- iii. fulfil any other condition precedent to the execution of the Agreement; or
- iv. fails to execute or cause the Concessionaire to execute the Agreement.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of 210 (two hundred and ten) days from the Bid Due Date inclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the NREDCAP and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Bidder is declared as the Selected Bidder, then the validity of the Guarantee of such Selected Bidder shall be extended until the date on which the Selected Bidder submits the Performance Security. The Guarantee of the Selected Bidder will be returned upon the Selected Bidder furnishing the Performance Security.

5. We, the Bank, further agree that the NREDCAP will be the sole judge to decide as to whether the Bidder has failed to comply with the terms and conditions contained in the RFP including, those events listed at paragraph 3 above. The decision of the NREDCAP that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between the NREDCAP and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the NREDCAP will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the RFP or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or the NREDCAP):
 - (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions;

- or change in the Bidder, as the case may be;
- (c) any variation of the RFP, so that references to the RFP in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or the NREDCAP under the RFP or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the RFP).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
12. It shall not be necessary for the NREDCAP to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which the NREDCAP may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NREDCAP in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to INR [●]. The Bank will be liable to pay the amount or any part of the Guarantee only if the NREDCAP serves a written claim on the Bank in accordance with paragraph 11 of this Guarantee, on or before (indicate date falling 210 (two hundred and ten) days after the Bid Due Date).
16. Capitalised terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and delivered by.....Bank

By the hand of Mr./Ms. its..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

In the presence of:

Name of the witness

Signature of the witness

Address of the witness

ANNEX 9**FORMAT OF JOINT BIDDING AGREEMENT**

THIS JOINT BIDDING AGREEMENT ("**JBA**") is entered into on this [●] Day of [●] 20[●] [●]

AMONGST

1. [●], with its registered office at (referred to as the First Part which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

2. [●], with its registered office at (referred to as the Second Part which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

3. [●], with its registered office at [●] (referred to as the Third Part which expression will, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST [and] [,] SECOND, and [,] THIRD are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

- (A) New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP), which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Proposal dated [●] (the **RFP**) for selection of a Bidder for the "DEVELOPMENT OF 15MW WTE PLANT AT VIJAYAWADA ON PPP BASIS "(the **Project**)".
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP.
- (C) It is a necessary condition under the RFP that the Members will enter into a Joint Bidding Agreement and furnish a copy of it with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this JBA, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

- 3.1. The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it will incorporate a special purpose vehicle (**the Concessionaire**) under the Companies Act, 2013 for entering into the concession agreement with the Authority for undertaking the Project.
- 3.2. The Members of the Consortium undertake that they shall be jointly and severally responsible and liable for all matters arising out of or in relation to this RFP.

4. Role of the Parties

- 4.1. The Parties hereby agree that Party of the First Part will be the Lead Member of the Consortium and will have the power of attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.
- 4.2. Party of the Second Part will be [].
- 4.3. Party of the Third Part will be [].

5. Shareholding in the Concessionaire

- 5.1. The Parties agree that the proportion of shareholding among the Parties in the Concessionaire will be as follows:

First Party:

Second Party:

[Third Party:]

- 5.2. The Parties undertake that:
 - (a) the First Party, acting as the Lead Member of the Consortium, will control the Concessionaire and subscribe for and shall hold not less than 26% (twenty six percent) of the total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after the COD;
 - (b) the First, Second and the Third Party shall cumulatively hold not less than (i) 51% (fifty one percent) of the total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after the COD; and (ii) 26% (twenty six percent)

of the total Equity Contribution and voting rights of the Concessionaire during the remaining Concession Period; and

- (c) the Second and/or the Third Party, whose Technical Capacity and/or Financial Capacity is being assessed, shall hold not less than 10% (ten percent) of the total Equity Contribution and voting rights of the Concessionaire until 2 (two) years after the COD.

Provided that the First or Second or the Third Party who demonstrated O&M Capacity at the qualification stage shall continue to hold not less than 10% (ten percent) of the total Equity Contribution and voting rights of the Concessionaire until the expiry or early termination of the Agreement, as the case may be.

- 5.3. The Parties undertake that they will comply with all equity lock-in requirements set out in this JBA and in the Agreement.

6. Representations of the Parties

Each Party represents to the other Parties as of the date of this JBA that:

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;
- (b) the execution, delivery and performance by such Party of this JBA has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium Member is annexed to this JBA, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any law presently in effect and applicable to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable constitutional documents;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this JBA;

- (c) this JBA is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this JBA.

7. Termination

This JBA will be effective from the date hereof and will continue in full force for the entire duration of the Project in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the JBA will stand terminated upon return of the Earnest Money Deposit as per the RFP.

8. Miscellaneous

- 8.1. This JBA will be governed by the laws of India.
- 8.2. The Parties acknowledge and accept that this JBA will not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS JBA AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE SECOND PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)
SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE THIRD PART by:	
Signature) (Name) (Designation) (Address)	

In the presence of:

1

2.

Instruction:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required.

ANNEX 10**FORMAT OF CERTIFICATE AS PER OFFICE MEMORANDUM**

(on the letterhead of Bidder /Lead Member)

Date: [●]

Place: [●]

To,
Vice Chairman & Managing Director,
New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)
Regd.Office:12-464/5/1, River Oaks Apartment,
CSR Kalyana Mandapam Road, Tadepalli,
Guntur District, AP – 522501.
Tel.: 0863-2347650/51/52/53

Sub: Bid for “DEVELOPMENT OF 15 MW WTE PLANT AT VIJAYAWADA ON PPP BASIS”

With reference to the Office Memorandum, we submit the following certificate to the New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)

Certificate for Bid

We have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We, (Bidder's name) certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority to be attached].

Yours faithfully,

Dated this *[insert date]* day of *[insert month]*

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Members.

ANNEXURE 11

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,
.....
.....
.....

Dear Sir,

We hereby confirm that (insert member’s name) we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member’s name) will act as the Lead Member of our consortium.¹⁰

We have agreed that (insert individual’s name) will act as our representative/ will act as the representative of the consortium on its behalf¹⁰¹⁰ and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

¹⁰ Please strike out whichever is not applicable

ANNEXURE 12

Information on the Cluster

SI No.	Designated Position	Name of the ULB	Distance from Vijayawada WtE Plant in Km	MSW Generated (TPD)
1	Lead ULB	Vijayawada	19.3	520
2	Participating ULBs	Y.S.R. Tadigadappa	26	111
3		Kondapalli	5.2	41
4		Vuyyuru	46	17.4
5		Gudivada	80.8	61
6		Nuzivid	55.7	28
7		Nandigama	36.6	24
8		Elluru	76.6	103
9		Machillipatnam	85.8	81.85
10		Pedana	92.1	16
11		Jaggaiahpet	63.7	24.5
12		Tirruvuru	69.6	9
13		Total		1037

Waste to Energy plant is to be proposed for the above-mentioned Cluster. However, the NREDCAP reserves the right to allocate the waste of the ULBs of that particular Cluster to any other WtE Plant upon mutual consent from the Bidder, APDISCOM, Authority and the participating ULBs if the discovered tariffs are not within the reasonable range.

- The Daily Guaranteed Acceptable Waste Quantity of waste for 20 years of operations period shall be estimated by the Selected Bidder in consultation with the Authority, and the Daily Guaranteed Acceptable Waste Quantity shall be as per the terms of the concession agreement.
- The NREDCAP reserves the right to change the composition of the Cluster by either including or excluding ULBs at any time during the Bid process without assigning any reasons whatsoever.
- The proposed locations of the WtE Plants are tentative and the NREDCAP reserves the right to change the locations during the Bidding Process.

ANNEXURE 13**Letter Comprising the Financial Proposal**

Date:

To,
 The Vice Chairman & Managing Director,
 New and Renewable Energy Development Corporation of Andhra Pradesh Limited
 (NREDCAP)
 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road,
 Tadepalli, Guntur District, AP – 522501.
 Tel.: 0863-2347650/51/52/53

Sub: Bid for the Project – **DEVELOPMENT OF 15 MW WASTE TO ENERGY (WtE) PLANT AT VIJAYAWADA, ANDHRA PRADESH ON PPP BASIS**

Dear Sir,

We are pleased to submit our Financial Bid for the development of the aforesaid Project.

S. No	Description	VGF in Figures	VGF in Words
1	as Viability Gap Funding (VGF) In INR		

In witness thereof, I/we submit this Financial Bid under and in accordance with the terms of the RFP document no.....

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)
 Place: Name and seal of Bidder/ Lead
 Member