

**Revised Request for Proposal dated 04.08.2017 for  
selection of Development Partners for setting up  
Municipal Solid Waste (MSW) to Energy Processing  
Facility in Ongole and Rajahmundry, Andhra  
Pradesh**

**Issued by**

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

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**Date of Issue: 4<sup>th</sup> August, 2017**

**Bid Due Date: 14<sup>th</sup> August, 2017, 13:00 Hrs**

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## 1. DISCLAIMER

- 1.1.1 The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), in documentary or any other form by or on behalf of the Authorized Representative or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 1.1.2 This RFP is not an agreement and is neither an offer nor invitation by the Authorized Representative to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Technical Proposal and Financial Proposal (together constituting the “**Bid**”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authorized Representative in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authorized Representative, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents and Background Documents, 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 and obtain independent advice from appropriate sources.
- 1.1.3 Information provided in the Bidding Documents to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authorized Representative accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.1.4 The Authorized Representative, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Process.

- 1.1.5 The Authorized Representative also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the Bidding Documents.
- 1.1.6 The Authorized Representative may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents.
- 1.1.7 The issue of the Bidding Documents does not imply that the Authorized Representative is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authorized Representative reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.
- 1.1.8 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authorized Representative or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authorized Representative shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## 2. GLOSSARY

<b>APDISCOMs</b>	Power Distribution Companies of Andhra Pradesh. In this RFP, DISCOMs shall refer to Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) and Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL)
<b>APERC</b>	Andhra Pradesh Electricity Regulatory Commission
<b>Bid Due Date</b>	As defined in Clause 3.1.5
<b>Bid Validity</b>	As defined in Clause 4.9.1
<b>Associate</b>	As defined in Clause 4.2.6
<b>Assured Quantity</b>	The quantity of MSW that the ULB has to deliver at the Project Site on a daily basis measured in TPD
<b>Authorized Representative</b>	New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP), authorized as Nodal Agency/ Bid Coordinator representing APDISCOMs and the Participating ULBs
<b>Authorized Signatory</b>	As defined in Appendix B8
<b>Background Documents</b>	This includes the other relevant documents given subsequently during the Bid Process
<b>Bid</b>	Shall mean the Technical Proposal submitted by the Bidder as per Clause 5 and Financial Proposal submitted by the Bidder as per Clause 6 of this RFP in response to the Request for Proposals in accordance with the provisions thereof
<b>Bid Security</b>	As defined in Clause 4.22
<b>Bidder</b>	<b>“Bidder”</b> shall mean Bidding Company or a Bidding Firm or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Firm/ Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require

<b>Bidding Documents</b>	As defined in Clause 3.3.4
<b>Bid Evaluation Criteria</b>	As defined in Clause 5.2
<b>Bidding Process</b>	As defined in Clause 3.3.1
<b>BOLT</b>	Built-Own-Lease-Transfer model of PPP projects
<b>BOO</b>	Build-Own-Operate model of PPP projects
<b>BOOT</b>	Build-Own-Operate-Transfer model of PPP projects
<b>BOT</b>	Build Operate Transfer model of PPP projects
<b>CERC</b>	the Central Electricity Regulatory Commission of India, constituted under Section 76 of the Electricity Act, 2003, or its successors
<b>Cluster</b>	Collective group of Participating ULBs as defined in Annexure F
<b>COD</b>	Commercial Operation Date; shall mean the date on which the Project is declared by the Developer to be operational (which means the Project is able to inject Quoted Capacity to Grid), provided that the Developer shall not declare a generating unit to be operational until such generating unit has met the suitable conditions as per the Power Purchase Agreement
<b>Concession</b>	As defined in Clause 3.1.3
<b>Concessionaire</b>	As defined in Clause 3.1.1
<b>Concession Agreement</b>	As defined in Clause 3.1.1
<b>Conflict of Interest</b>	As defined in Clause 4.2.1(c)
<b>Consortium</b>	As defined in Clause 4.2.1(a)
<b>Core Infrastructure Sector</b>	Includes Power, Highways, Telecom, Ports, Airports, Railways, Metro Rail, Water Supply, Sewerage, and Municipal Solid Waste
<b>DBFOT</b>	As defined in Clause 3.1.1
<b>Demand Draft</b>	As defined in Clause 4.22.1
<b>Developer/ WtE Developer</b>	shall mean the Concessionaire as defined in Clause 3.1.1
<b>Disposal</b>	The activity of disposing remnants of the waste process in a Scientific Landfill

<b>Eligible Bidders</b>	As defined in Clause 4.2.1
<b>Eligible Experience</b>	As defined in Clause 5.1.1(a)
<b>Eligible Projects</b>	As defined in Clause 5.2.1
<b>Estimated Project Cost</b>	The project cost specified in the Lender Documents
<b>Financial Capacity</b>	As defined in Clause 5.1.1(b)
<b>Financial Proposal</b>	As defined in Clause 3.3.1(b)
<b>Financial Year</b>	shall mean, with respect to the initial Financial Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31. Each successive Financial Year shall begin on April 1 and end on the following March 31, except that the final Financial Year shall end on the date of expiry of the term or on termination of the Power Purchase Agreement.
<b>Firm</b>	Shall mean a partnership firm registered under the Indian Partnerships Act, 1932 and as amended from time to time or a partnership firm registered under the Limited Liability Partnership Act (LLP) 2008 and as amended from time to time. A sole proprietorship registered under the Indian Partnerships Act, 1932 shall also be referred to as Firm
<b>Government</b>	Government of India
<b>Highest Ranked Bidder</b>	As defined in Clause 3.3.8
<b>Installed Capacity</b>	The sum total of name plate capacity of all the units of the Project
<b>Interconnection Point</b>	shall mean the point at 33 kV bus of 33/11 kV substation or 33 kV of 132/33 kV substation or 132 kV of 132/33 kV substation where the power from the Waste to Energy Project is injected into the state distribution system
<b>Jt. Bidding Agreement</b>	As defined in Clause 4.2.3(g)
<b>Lead Member</b>	As defined in Clause 4.2.3(c)
<b>Lead ULB</b>	Shall mean the representative, 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

**Lender Documents**

The set of documents constituting the agreement between the Concessionaire and the Lender for the purpose of providing debt financing to the Project

**LOA**

Letter of Award

**Member**

Member of a Consortium

**MRF**

Material Recovery Facility

**MSW**

Municipal Solid Waste

**Net Worth**

As defined in Clause 5.1.1(b)

**NREDCAP**

As defined in Clause 3.1

**Obligated Quantity**

125% of the Assured Quantity of MSW for the Cluster to be delivered to the Project Site in the first Financial Year

**Participating ULBs**

The identified beneficiary Urban Local Bodies (municipal corporations/councils) in Andhra Pradesh which are expected to deliver MSW to the Waste to Energy (WtE) Processing Facility

**Payable Tariff**

As defined in Clause 6.3

**Performance Security**

As defined in Clause 4.22.4

**PPP**

As defined in Clause 3.1.1

**Processing/MSW Processing**

As defined in Clause 3.2

**Processing Technology**

As defined in Clause 3.2

**Project**

As defined in Clause 3.1.1

**Project Facilities**

means the Site and the Processing Facility

**Proposed Technology**

As defined in Clause 3.2

**Qualification**

As defined in Clause 3.3.1(a)

**Qualified Bidders**

As defined in Clause 3.3.1(a)

**Quoted Capacity/Contracted Capacity**

Shall mean the information furnished by the Bidder as per Clause 6

**Quoted Tariff**

As defined in Clause 6.1.1(a)

<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP</b>	Request for Proposal
<b>SPV</b>	As defined in Clause 4.2.3
<b>Scheduled COD</b>	As defined in Schedule 5 of the Concession Agreement
<b>Scientific Landfill</b>	Prepared for Landfilling of the Residual Inert Matter in accordance to the Specification and Standards contained in the Background Documents, MSW Rules 2016 and any amendments/ revision thereto till date and Applicable Law
<b>Scientific Landfilling</b>	Development and operation of Scientific Landfill and landfilling of Residual Inert Matter and process remnants in accordance to the Specification and Standards contained in the Background Documents and MSW Rules 2016 and any amendments/ revision thereto till date.
<b>Technical Capacity</b>	As defined in Clause 5.1.1
<b>Technical Proposal found.</b>	As defined in Clause <b>Error! Reference source not found.</b>
<b>Technology Provider</b>	As defined in Clause 5.1.1(a)
<b>TPD</b>	Tonnes per day
<b>ULBs</b>	Urban Local Bodies
<b>WtE</b>	Waste to Energy

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.

### 3. INTRODUCTION

#### 3.1 Background

3.1.1 **New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)** (the “**Authorized Representative**”) has been authorized by the Participating ULBs and APDISCOMS to run the bidding process for selection of an entity to whom the Project for the development of Waste to Energy (WtE) Processing Facilities in each of the Clusters in Andhra Pradesh (the “**Project**”) may be awarded and as part of this endeavour, the **Participating ULBs** have decided to undertake development and operation/maintenance of the Waste to Energy (WtE) Processing Facilities through Public-Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis. The selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or a Firm (the “**Concessionaire**”) shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Participating ULBs and the power purchase agreement (the “**Power Purchase Agreement**”) to be entered into between the WtE Developer and the APDISCOMs in the form provided by the Authorized Representative as part of the Bidding Documents pursuant hereto.

3.1.2 The scope of work will broadly include Design, Build, Finance, Operate and Transfer (DBFOT) of facilities and infrastructure for

- (a) Construction and operation of Waste to Energy (WtE) Plants by the Concessionaire for Obligated Quantity of MSW as mentioned in Clause 3.2.
- (b) Disposal of the process remnants and inert materials by the Concessionaire

For detailed scope of the Project, please refer Background Documents

3.1.3 The Concession Agreement sets forth the detailed terms and conditions for grant of concession to the Concessionaire, including the scope of the Concessionaire’s services and obligation (the “**Concession**”).

3.1.4 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authorized Representative’s rights to amend, alter, change, supplement or clarify the scope of work,

the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authorized Representative.

- 3.1.5 The Authorized Representative shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authorized Representative, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 3.4 for submission of Bid (the “**Bid Due Date**”).

### 3.2 **Proposed Technology**

- 3.2.1 The Bidder shall implement **Mass Incineration with pre-segregated MSW technology** for the waste to energy conversion project in compliance with MSW Rules 2016 and any amendments/ revision thereto till date, and shall ensure compliance with the judgement of the Honorary National Green Tribunal (NGT) pronounced on 22.12.2016, or any other rules in force at the time of Bid submission and as amended from time to time as per Appendix C1. However, the Bidder shall ensure that not more than 25% of the waste received at the Project Facility is disposed of in the Scientific Landfill, failing which penal provisions of Concession Agreement shall apply.

### 3.3 **Brief description of Bidding Process**

- 3.3.1 The Authorized Representative has adopted a single stage process (the “**Bidding Process**”) for selection of the bidder for award of the Project. It involves:
- (a) **Technical Proposal:** Qualification (the “**Qualification**”) of interested parties/consortia (the “**Bidder**”/ **Bidder(s)**), which expression shall, unless repugnant to the context, include the Members of the Consortium) who make a Technical Proposal (the “**Technical Proposal**”) in accordance with the Annexure B - Qualification Proposal Requirements and Annexure-C – Technical Compliance. Bidders are required to meet the Technical and Financial Capacity as set out in Clause 5.1.1. Bidders who have cleared the **Technical Proposal** will be short-listed (the “**Qualified Bidders**”)
  - (b) Evaluation of the financial application (the “**Financial Proposal**”) made in accordance with Annexure D - , of only the Qualified Bidders who have cleared the **Technical Proposal**.

- 3.3.2 The Bidding Documents of the Project and all the further updates and notices shall be available on the website <http://nredcap.in/Home.aspx>
- 3.3.3 The prospective Bidders can download the bid document from website. However they shall pay INR 3,00,000 (INR Three Lakh only) towards the cost of Bidding Documents for each Bid in the form of a Demand Draft in favour of “**New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)**” payable at Hyderabad (non-refundable), along with the Bid before the Bid-Deadline.
- 3.3.4 The “**Bidding Documents**” includes the RFP, Model Concession Agreement, Model Power Purchase Agreement and background documents (the “**Background Documents**”) which will be provided to the Bidders along with the RFP. The aforesaid documents and any addenda issued subsequent to this RFP Document will also form a part of the Bidding Documents.
- 3.3.5 Bidder will be required to deposit along with the Bid a Bid Security as per the Clause 4.22.
- 3.3.6 Bidder will be required to also submit the RFP document along with Bid, each page of which shall be duly signed by authorized signatory.
- 3.3.7 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids together with all required documents towards award of the concession for the Project.
- 3.3.8 The Project shall be awarded to the Highest Ranked Bidder who has quoted the tariff corresponding to the least Bid Evaluation Criteria as explained in Clause 6.2. In case the Highest Ranked Bidder withdraws or is not selected for any reason in the Bid Validity Period, other Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Highest Ranked Bidder. In the event that none of the other Bidders match the Bid of the Highest Ranked Bidder, the Authorized Representative may, in its discretion, either invite fresh Bid from the remaining Bidders or annul the Bidding Process for that Cluster.
- 3.3.9 Further and other details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

#### 3.4 **Schedule of Bidding Process**

The Authorized Representative shall endeavour to adhere to the following schedule:

<b>Sl. No.</b>	<b>Event</b>	<b>Schedule</b>
1	Issue of Revised RFP	04-08-2017 11:00 AM
2	Pre-bid Meeting/Last date for submission of queries	NA
3	Last date for purchase of Bid document (Submission of Demand Draft towards the cost of Bid document)	NA
4	Last date for replies to queries	NA
5	Bid document download end date	11-08-2017 5:00 PM
6	Bid Due Date (Bid Submission Deadline)	14-08-2017 1:00 PM
7	Opening of Technical Proposal	14-08-2017 3:00 PM
8	Announcement of Qualified Bidders and opening of Financial Bids	21-08-2017 11:00 AM
9	Issue of LoA to Successful Bidders	28-08-2017 11:00 AM
10	Signing of the Concession Agreement and the Power Purchase Agreement	08-09-2017

If any public holiday, weekly holidays falls on the scheduled dates, the next working day shall be treated as the operational date. The Authorized Representative reserves the right to change the above Bid process timelines. However the Authorized Representative shall notify prospective Bidders through email/notification on website platform regarding changes to the above timelines.

## 4. INSTRUCTIONS TO BIDDERS

### A. General

#### 4.1 Scope of Bid

4.1.1 The Authorized Representative wishes to receive Technical Proposal and Financial Proposal.

#### 4.2 Eligibility of Bidders

4.2.1 For determining the eligibility of Bidders (the “**Eligible Bidders**”) hereunder, the following shall apply:

- (a) The Bidder for qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium for the same Cluster. A Bidder violating the above condition shall be liable for disqualification and the Authorized Representative shall be entitled to forfeit and appropriate the Bid Security. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 4.2.2 below.
- (c) 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 Authorized Representative shall be entitled to forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authorized Representative including consideration of such Bidder’s proposal (the “**Damage**”) without prejudice to any other right or remedy that may be available to the Authorized Representative 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 direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (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 4.2.1(c), indirect shareholding held through one or more company or corporation shall be computed as follows: (aa) where any intermediary is controlled by a company or corporation through management control or otherwise, the entire shareholding held by such controlled intermediary in any other company or corporation (the "Subject Company") shall be taken into account for computing the shareholding of such controlling company or corporation in the Subject Company or corporation; and (bb) subject always to sub-clause (aa) above, where a company or corporation does not exercise control over an intermediary, which has shareholding in the Subject Company or corporation, the computation of indirect shareholding of such company or corporation in the Subject Company or corporation 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 company or corporation in the intermediary is less than 51% 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 bidding for the same Cluster; 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 Authorized Representative in the preparation of any documents, design or technical specifications of the Project.

4.2.2 The Applicant should submit a Power of Attorney as per the format at Appendix B5, authorizing the signatory of the Bid to commit the Applicant. In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix B6.

- (a) The Bidder shall form a Special Purpose Vehicle (SPV) under Companies Act 2013 to execute the Project, if the Project is awarded to the Bidder.

4.2.3 In case the Bidder is a Consortium, it shall comply with the following requirements:

- (a) Number of members in a consortium shall not exceed 3 (three);
- (b) subject to the provisions of sub-clause (a) above, the Technical Proposal shall contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**") and the nomination(s) shall be supported by a Power of Attorney, as per the format in Appendix B6, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium submitting Bid for the same Cluster. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium submitting Bid for the same Cluster;
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding joint bidding agreement, substantially in the form specified at Appendix B7 (the "**Jt. Bidding Agreement**"), for the purpose of making the Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
  - (i) Convey the intent to form an SPV with shareholding/ ownership equity

commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and a Power Purchase Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement and the Power Purchase Agreement, in case the concession to undertake the Project is awarded to the Consortium;

- (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) Commit the minimum equity stake to be held by each member;
  - (iv) Commit that the Lead Member, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 51% (fifty one percent) or more of the paid up and subscribed equity of the SPV
  - (v) Commit that other members of the Consortium (i.e. except the Lead Member), whose experience will be evaluated for the purposes of this RFP, shall subscribe to 10% (ten percent) or more of the paid up and subscribed equity of the SPV.
  - (vi) Commit that the Lead Member, whose experience will be evaluated as per the sub-clause (f) above shall, for a period of 5 (five) years from the COD of the Project, hold equity share capital not less than the higher of (i) 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five percent) of the Total Project Cost;
  - (vii) Commit that other members of the Consortium (i.e. except the Lead Member), whose experience will be evaluated as per the sub-clause (f) above shall, for a period of 5 (five) years from the COD of the Project, hold equity share capital not less than 10% (ten percent) of the subscribed and paid up equity share capital of the SPV;
  - (viii) members of the Consortium undertake that they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the COD of the Project; and
  - (ix) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement and the Power Purchase Agreement; and
- (h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authorized Representative.

- 4.2.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit the Bid, either individually or as member of a Consortium.
- 4.2.5 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. The Bidder has to submit a sworn affidavit complying with the above.
- 4.2.6 In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Section 5, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, 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 a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or corporation, the power to direct the management and policies of such company or corporation by operation of law.
- 4.2.7 The following conditions shall be adhered to while submitting the Bid:
- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information
  - (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms
  - (c) In responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 5.1.1
- 4.2.8 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the

accounting year followed by the Bidder in the course of its normal business.

#### 4.3 **General Terms of Bidding Process**

- 4.3.1 Background Documents are being provided only as a preliminary reference document by way of **assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bid**. Nothing contained in the Background Documents shall be binding on the Authorized Representative nor confer any right on the Bidders, and the Authorized Representative shall have no liability whatsoever in relation to or arising out of any or all contents of the Background Documents.
- 4.3.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement and the Power Purchase Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement and the Power Purchase Agreement.
- 4.3.3 The documents including this RFP and all attached documents, provided by the Authorized Representative are and shall remain or become the property of the Authorized Representative and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 4.3.3 shall also apply *mutatis mutandis* to Bid and all other documents submitted by the Bidders, and the Authorized Representative will not return to the Bidders any Bid, document or any information provided along therewith.
- 4.3.4 This RFP is not transferable.
- 4.3.5 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 4.3.6 The Bidder is free to Bid for more than one Cluster. The Authorized Representative reserves the right to change the provision.

#### 4.4 **Change in composition of the Consortium**

- 4.4.1 Notwithstanding anything to the contrary contained in Clause 4.2, a Bidder may, within 10 (ten) days after the Bid 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, the Consortium will need to continue to meet the Technical Capacity and Financial Capacity.

#### **4.5 Number of Bids and costs thereof**

4.5.1 No Bidder shall submit more than one Bid for one Cluster while the Bidder can submit separate Bids for separate Clusters. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid for the same Cluster either individually or as a member of any Consortium, as the case may be.

4.5.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authorized Representative will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **4.6 Site visit and verification of information**

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

#### **4.7 Acknowledgement by Bidder**

4.7.1 It shall be deemed that by submitting the Bid, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authorized Representative;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authorized Representative relating to any of the matters referred to in Clause 4.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.7.2 The Authorized Representative 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 concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in

any information or data given by the Authorized Representative.

#### 4.8 **Right to accept or reject any or all Bids**

4.8.1 Notwithstanding anything contained in this RFP, the Authorized Representative reserves the right to accept or reject any Bid and to annul the Bidding 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 thereof. In the event that the Authorized Representative rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.

4.8.2 The Authorized Representative reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4.8.3 The Authorized Representative reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authorized Representative, the supplemental information sought by the Authorized Representative for evaluation of the Bid.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Proposal have been opened and the Highest Ranked Bidder gets disqualified/ rejected, then the Authorized Representative reserves the right to

- (c) invite the remaining Bidders to match the Highest Ranked Bidder / submit their Bids in accordance with the RFP; or
- (d) take any such measure as may be deemed fit in the sole discretion of the Authorized Representative, including annulment of the Bidding Process.

4.8.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement and the Power Purchase Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authorized Representative, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement and the Power Purchase Agreement, and if the Bidder has already been issued the LOA or the SPV has entered into the Concession Agreement and the Power

Purchase Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authorized Representative to the Bidder, without the Authorized Representative being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authorized Representative may have under this RFP, the Bidding Documents, the Concession Agreement and the Power Purchase Agreement or under applicable law.

- 4.8.5 The Authorized Representative reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authorized Representative shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authorized Representative there under.

4.9 **Validity of Bid**

- 4.9.1 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bid may be extended by mutual consent of the respective Bidders and the Authorized Representative.

4.10 **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authorized Representative in relation to, or matters arising out of, or concerning the Bidding Process. The Authorized Representative will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authorized Representative may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authorized Representative or as may be required by law or in connection with any legal process.

## **B. Documents**

### **4.11 Contents of the RFP**

- 4.11.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.13.

#### DISCLAIMER

Section 2	GLOSSARY
Section 3	INTRODUCTION
Section 4	INSTRUCTION TO BIDDERS
Section 5	TECHNICAL PROPOSAL
Section 6	FINANCIAL PROPOSAL
Section 7	FRAUD AND CORRUPT PRACTICES
Section 8	PRE-BID MEETING
Section 9	MISCELLANEOUS

#### Annexure A – Bid Security

Appendix A1	Cover Letter for Bid Security
Appendix A2	Bank Guarantee for Bid Security

#### Annexure B - Qualification Proposal

Appendix B1	Details of Bidder
Appendix B12	Not used
Appendix B33	Details of Eligible Projects
Appendix B44	Financial Capacity of the Bidder
Appendix B55	Power of Attorney for signing of Bid
Appendix B66	Power of Attorney for Lead Member of Consortium
Appendix B77	Joint Bidding Agreement

Appendix B88                      Statement of Legal Capacity

Annexure C - Technical Compliance

Appendix C1                      Statement of Technical Compliance

Annexure D - Financial Proposal

Appendix D1                      Letter comprising the Financial Proposal

Annexure E                      Standards under MSW Rules, 2016

Annexure F                      Information on the Clusters

#### 4.12      **Clarification**

4.12.1      Bidders requiring any clarification on the RFP may notify the Authorized Representative in writing or by fax and e-mail to the officer designated in Clause 4.18.5 below. The envelopes/communications shall clearly bear the following identification/title: “Queries/Request for Additional Information: RFP for Municipal Solid Waste (MSW) to Energy Processing Facility in Andhra Pradesh. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 3.4. The Authorized Representative shall endeavour to respond to the queries within the period specified therein, but no later than **10 (ten)** days prior to the Bid Due Date. The responses will be sent by fax and/or e-mail. The Authorized Representative will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.

4.12.2      The Authorized Representative shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authorized Representative reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authorized Representative to respond to any question or to provide any clarification.

4.12.3      The Authorized Representative may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authorized Representative shall be deemed to be part of the RFP. Verbal clarifications and information given by Authorized Representative or its employees or representatives shall not in any way or manner be binding on the Authorized Representative.

#### 4.13      **Amendment of RFP**

- 4.13.1 At any time prior to the deadline for submission of Bid, the Authorized Representative may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of revised documents. In all cases the revised document would be deemed to completely override the contents of the earlier document.
- 4.13.2 Any revisions thus issued shall be available on the website <http://nredcap.in/Home.aspx> under 'TENDERS AND NOTICES'.
- 4.13.3 In order to afford the Bidders a reasonable time for taking a revision into account, or for any other reason, the Authorized Representative may, in its sole discretion, extend the Bid Due Date.

#### 4.14 **Proprietary data**

All documents and other information supplied by the Authorized Representative or submitted by a Bidder to the Authorized Representative shall remain or become the property of the Authorized Representative. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authorized Representative will not return any Bid or any information provided along therewith.

#### 4.15 **Correspondence with the Bidder**

- 4.15.1 Save and except as provided in this RFP, the Authorized Representative shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

### **C. Preparation and Submission of Bid**

#### 4.16 **Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

#### 4.17 **Format and signing of Bid**

- 4.17.1 The Bidder shall provide all the information sought under this RFP. The Authorized Representative will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 4.17.2 The Bidder shall prepare the Bid as specified in Clause 4.18. The Bidder shall also provide soft copies on Compact Disc (CD) as specified in Clause 4.18. In the event of any discrepancy between the original and true copy and/or CD, the original shall prevail.
- 4.17.3 The Bid and its copy shall be typed or written in indelible ink and signed by the Authorised Signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

#### 4.18 **Sealing and Marking of Bids**

- 4.18.1 The Bidder shall submit the Bid as stipulated below
- 4.18.2 Envelope 1 shall be sealed and shall bear the identification “Bid Security” and shall contain Bid Security Demand Draft / Bank Guarantee and the Cover Letter for Bid Security in the format at Appendix A1. It shall also contain the Demand Draft for INR 3,00,000 (INR Three Lakh only) towards the cost of the Bidding Documents.
- 4.18.3 Envelope 2 shall be sealed and shall contain Envelope 2A and Envelope 2B as mentioned below and shall clearly bear the identification “Request for Proposal: Original”, the name and address of the Bidder.
  - (a) Envelope 2A shall be sealed and shall clearly bear the identification “Technical Proposal: Original” and shall contain:
    - (i) Forms regarding technical experience in the prescribed format at Appendix B1 – Details of Bidder, Appendix B2, Appendix B3, and Appendix B4 along with supporting documents
    - (ii) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate and a copy of its partnership deed if the Bidder is a Firm
    - (iii) Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years from Bid Due Date

- (iv) Power of Attorney for signing the Bid as per the format at Appendix B5 (Format to be suitably modified for the Firm)
- (v) If applicable, the Power of Attorney for Lead Member of Consortium as per the form at Appendix B6
- (vi) Copy of the Jt. Bidding Agreement, in case of a Consortium as per the format at Appendix B7
- (vii) Statement of Legal Capacity as per the format at Appendix B8
- (viii) Copy of the RFP Documents along with all amendments and clarifications, duly stamped and signed on each page by the Authorised Signatory of the Bidder
- (ix) the forms in the prescribed format at Appendix C1
- (x) a CD containing soft copy of all documents in Envelope 2A

All the documents in Envelope 2A shall be bound together in hard cover and the pages shall be numbered serially.

- (b) Envelope 2B shall be sealed and shall clearly bear the identification “Financial Proposal: Original” and shall contain the letter in the prescribed format at Appendix D1

4.18.4 Envelope 3 shall be sealed and shall contain Envelope 3A and Envelope 3B and shall clearly bear the identification “Request for Proposal: True Copy”, the name and address of the Bidder.

- (a) Envelope 3A shall be sealed and shall contain a true copy of the documents in Envelope 2A and shall clearly bear the identification “Technical Proposal: True Copy”. All the documents in Envelope 3A shall be bound together in hard cover. Each page thereof shall be initialled in blue ink by the authorized signatory of the Bidder.

4.18.5 Envelope 1, Envelope 2 and Envelope 3 shall be submitted at the location mentioned below on any working day i.e. Monday to Friday excluding public holidays before 1300 hrs (Indian Standard Time) on or before the Bid Due Date for each Bid.

**Office of the Vice Chairman & Managing Director,  
New and Renewable Energy Development Corporation of Andhra Pradesh  
Limited,**

Regd.Office:5-8-207/2, Pisgah Complex,  
Nampally, Hyderabad - 500 001.  
Tel.: +91-40-2320 2391  
Email: [bg@nredcap.in](mailto:bg@nredcap.in)

- 4.18.6 Demand Draft for an amount of INR 3,00,000 (INR Three Lakh only) in favour of “New and Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP)” payable at Hyderabad, towards the cost of the Bidding Documents for each Bid, shall also be submitted as mentioned in Clause 3.3.3.
- 4.18.7 If the envelopes are not sealed and marked as instructed above, the Authorized Representative assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- 4.18.8 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 4.18.9 For avoidance of doubt, the documents shall be arranged in the envelopes as tabulated below:

<b>Envelope</b>	<b>Contents</b>
<b>Envelope 1: “Bid Security”</b>	<ul style="list-style-type: none"> <li>• Bid Security Cover Letter - Appendix A1</li> <li>• Bid Security Demand Draft / Bank Guarantee</li> <li>• Attested copy of the receipt for payment towards the cost of the Bidding Documents</li> </ul>
<b>Envelope 2: “Request for Proposal: Original”</b>	<p><b>Envelope 2A: “Technical Proposal: Original”</b></p> <ul style="list-style-type: none"> <li>• Forms in the prescribed format at Appendix B1 – Details of Bidders, Appendix B3, and Appendix B4 along with supporting documents</li> <li>• Copy of Memorandum and Articles of Association, if the Bidder is a body corporate and a copy of its partnership deed if the Bidder is a Firm</li> <li>• Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years</li> <li>• Power of Attorney for signing the Application - Appendix B5</li> <li>• Power of Attorney for Lead Member (if applicable) - Appendix B6</li> <li>• Jt. Bidding Agreement (if applicable) - Appendix B7</li> <li>• Statement of Legal Capacity - Appendix B8</li> <li>• Copy of the RFP Documents duly stamped and signed on each page by the Authorised Signatory of the Bidder</li> <li>• CD containing soft copy of all the documents in Envelope 2A</li> <li>• Technical Proposal - Appendix C1</li> <li>• CD containing soft copy of all the documents in Envelope 2B</li> </ul> <p><b>Envelope 2B: “Financial Proposal: Original”</b></p> <ul style="list-style-type: none"> <li>• Financial Proposal - Appendix D1</li> </ul>
<b>Envelope 3: “Request for Proposal: True Copy”</b>	<p><b>Envelope 3A: “Technical Proposal: True Copy”</b></p> <ul style="list-style-type: none"> <li>• True copy of documents in Envelope 2A</li> </ul>

4.19 **Bid Due Date**

4.19.1 Bids should be submitted before 1300 hours IST on the Bid Due Date, at the address

provided in Clause 4.18.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 4.18.5.

- 4.19.2 The Authorized Representative may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.13 uniformly for all Bidders.

4.20 **Late Bids**

Bids received by the Authorized Representative after the specified time on the Bid Due Date shall not be accepted for whatsoever reasons.

4.21 **Modifications/ substitution/ withdrawal of Bids**

- 4.21.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authorized Representative prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

- 4.21.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.18, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- 4.21.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authorized Representative, shall be disregarded.

4.22 **Bid Security & the Performance Security**

- 4.22.1 The Bidder shall furnish as part of its Bid, a bid security worth INR 20,00,000 per MW of Quoted Capacity (INR Twenty Lakhs per MW) (the "Bid Security") in the form of a bank guarantee issued by a Scheduled Bank in India. The bank guarantee shall be drawn in favour of "New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) along with the Bid Security Cover Letter as specified in Appendix A1 and having a validity of 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authorized Representative and the Bidder from time to time. Similarly, the bank guarantee shall be submitted in the format specified in Appendix A2 of this document (the "Bank Guarantee"). The Authorized Representative shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

- 4.22.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authorized Representative as non-responsive.
- 4.22.3 The Bid Security of unsuccessful Bidders will be returned by the Authorized Representative, without any interest, as promptly as possible on acceptance of the Bid of the selected Bidder or when the Bidding process is cancelled by the Authorized Representative, and in any case within 200 (two hundred) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee cheque in favour of the unsuccessful Bidder(s) in the name of the company which submits the Bid.
- 4.22.4 The selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and the Power Purchase Agreement and furnishing the Performance Security in accordance with the provisions in the Concession Agreement. The Authorized Representative may, at the selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement and the Power Purchase Agreement.
- (a) **Performance Security during construction:** Successful Bidders, selected by the Authorized Representative, based on this RFP shall form a SPV and submit **Construction Performance Security** in the form of a bank guarantee in favour of the Lead ULB for a value of INR 50,00,000 per MW of Quoted Capacity (INR Fifty Lakhs per MW) for each Project within **11 (eleven) days** of issuance of Letter of Award and before signing the Concession Agreement. It may be noted that the SPV shall submit the Performance Security for each Project according to Clause 9.1 and Schedule 3 of the Concession Agreement with a validity period of 120 days from the Scheduled COD.
- (b) **Performance Security during operation and maintenance:** Successful Bidders, selected by the Authorised Representative, based on this RFP shall form a SPV and submit **Operation Performance Security** in the form of a bank guarantee in favour of the Lead ULB for a cumulative value of INR 50,00,000 per MW of Quoted Capacity (INR Fifty Lakhs per MW) for each Project within 45 days of achieving COD with a validity of 1 year after the expiry of the Concession period. It may be noted that the SPV shall submit the Performance Security for each Project according to Clause 9.4 and Schedule 3 of the Concession Agreement. The Construction Performance Security will be released by Lead ULB upon receipt of the Operation Performance Security.
- 4.22.5 The Authorized Representative shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 4.22.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authorized Representative will suffer loss and damage on account

of withdrawal of its Bid or for any other default by the Bidder during the period of Bid Validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

- 4.22.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authorized Representative under the Bidding Documents and/ or under the Concession Agreement and the Power Purchase Agreement, or otherwise, under the following conditions:
- (a) If the Technical Proposal is found to be non-responsive, the Bid shall be rejected and the Bid Security shall be returned but if the Financial Proposal is found to be non-responsive, the Bid Security shall be forfeited;
  - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 7 of this RFP;
  - (c) If a Bidder withdraws its Bid during the period of Bid Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authorized Representative;
  - (d) In the case of selected Bidder, if it fails within the specified time limit -
    - (i) to sign and return the duplicate copy of LOA;
    - (ii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement.

## **D. Evaluation Process**

### **4.23 Opening and Evaluation of Bids**

- 4.23.1 The Authorized Representative shall open the Bids at 1500 hours IST on the Bid Due Date, at the place specified in Clause 4.18.5.
- 4.23.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 4.21 shall not be opened.
- 4.23.3 The Authorized Representative will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 7.
- 4.23.4 Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of the Authorized Representative. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 4.23.5 Any information contained in the Bid shall not in any way be construed as binding on the Authorized Representative, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 4.23.6 The Authorized Representative reserves the right not to proceed with the Bidding Process at any time without the notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 4.23.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authorized Representative may, in its sole discretion, exclude the relevant portion from computation of Technical and Financial capacity of the Bidder.
- 4.23.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authorized Representative as incorrect or erroneous, the Authorized Representative shall reject such claim and exclude the same from evaluation of Technical Capacity of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authorized Representative reserves the right to reject the Bid in accordance with the provisions of Clauses 4.8.3 and 4.8.4.

### **4.24 Tests of responsiveness**

4.24.1 Prior to evaluation of Bids, the Authorized Representative shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per formats at Annexure A, B, C, D, and E;
- (b) it is received before 1300 hrs (Indian Standard Time) on the Bid Due Date including any extension thereof pursuant to Clause 4.19.2;
- (c) it is signed, sealed, bound, and marked as stipulated in Clauses 4.17 and 4.18;
- (d) it is accompanied by the Power of Attorney as specified in Clause 4.2.2, and in the case of a Consortium, the Power of Attorney as specified in Clause 4.2.3(c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;
- (g) it contains certificates from its statutory auditors in the formats specified at Annexure B of the RFP for each Eligible Project;
- (a) it contains Demand Draft for payment of INR 3,00,000 (INR Three Lakh only) to Authorized Representative towards the cost of the Bidding Documents as specified in clause 3.3.3.;
- (b) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 4.2.3(g);
- (c) it does not contain any condition or qualification; and
- (d) it is not non-responsive in terms hereof.

4.24.2 The Authorized Representative reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authorized Representative in respect of such Bid.

#### 4.25 **Clarifications**

4.25.1 To facilitate evaluation of Bids, the Authorized Representative may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authorized Representative for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.25.2 If a Bidder does not provide clarifications sought under Clause 4.25.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authorized Representative may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authorized Representative.

## E. Scope of work

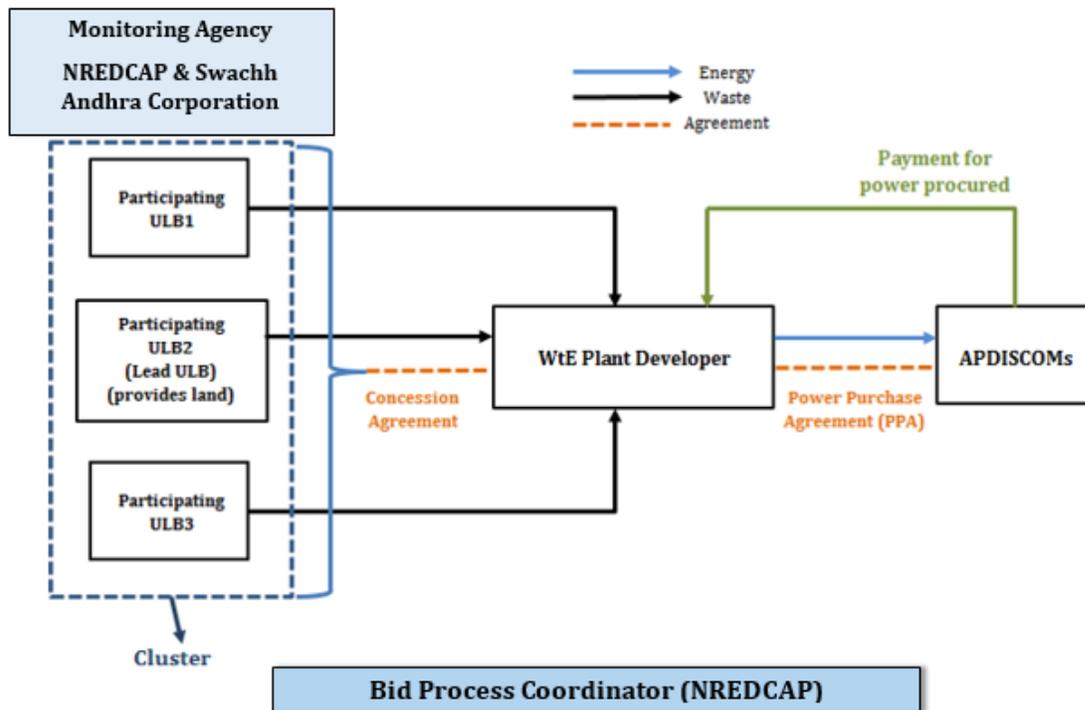
Government of Andhra Pradesh as part of Swachh Andhra Mission proposes to set up Waste to Energy Plants in Andhra Pradesh at possible locations given in Annexure F.

The successful Bidder will be responsible for developing and operating a Municipal Solid Waste (MSW) to Energy Processing Facility in Andhra Pradesh at the proposed locations with Municipal Solid Waste as an input from the Participating ULBs. Assured Quantity of MSW will be transported at the Project Site by the Participating ULBs at their own cost and the plant will generate energy from waste, sell the energy to the APDISCOMs and carry out scientific landfilling of the rejects.

The Project shall comply with all the emission standards as per Annexure E.

The output being energy will be sold to the APDISCOMs at the Payable Tariff corresponding to that Financial Year as per Clause 6.3.

For the ease of understanding and clarity to Bidders, the scope of work for this project has been illustrated below:



## 5. TECHNICAL PROPOSAL

### 5.1 Evaluation parameters

5.1.1 The Bidder for Qualification has to demonstrate Technical Capacity and Financial Capacity.

(a) **Technical Capacity:** For demonstrating experience in executing similar projects (the “**Technical Capacity**”), the following list of experience would qualify as eligible experience (the “**Eligible Experience**”). The Bidder needs to meet all the qualification criteria as mentioned below and the details are to be furnished in the Bid.

1. The Bidder shall have experience as a **Technology Provider** i.e., the Bidder must have supplied equipment packages for WtE Plant, anywhere in the world for any of the following technologies in the last five (5) financial years prior to Bid Due Date for projects of cumulative capacity of at least 1 MW operational for at least a period of 12 months prior to Bid Due Date.
  - a. Mass Incineration/ Mass Burn
  - b. RDF Processing
  - c. Gasification/ Pyrolysis
  - d. Bio methanation
  - e. Any other commercially proven technologies

**(OR)**

The Bidder shall have experience as **Developer/Operator** of WtE plants operating for at least a continuous period of 12 months during the last five (5) financial years prior to Bid Due Date anywhere in the world for any of the following technologies, for projects of cumulative capacity of at least 1 MW.

- a. Mass Incineration/ Mass Burn
- b. RDF Processing
- c. Gasification/ Pyrolysis
- d. Bio methanation
- e. Any other commercially proven technologies

**(OR)**

If the Bidder is neither a Technology Provider nor a Developer/Operator of WtE Plants for the Proposed Technology, the Bidder during the submission of the Bid shall submit the names, qualification experience as per Appendix B3, Clause 9.3.1 along with the undertaking from not more than three (3) Technology Providers who qualify the qualification criteria as per Clause 5.1.1 (a) 1. The Bidder shall enter into a binding contract with one of the Technology Provider from the proposed Technology Providers only prior to signing of the Concession Agreement and the Power Purchase Agreement. However, the Technology Provider need not be a Member of the Consortium and one Technology Provider can have binding contracts with multiple Bidders bidding for the same Cluster.

**(AND)**

2. The Bidder shall have an average **waste handling experience of 25,000 tonnes of MSW per annum** anywhere in the world in the last three (3) financial years prior to Bid Due Date. The above mentioned experience should include one or more of the following functions:
  - a. Processing
  - b. Disposal

However, a single project can qualify under the 2 categories as mentioned above. For example, an experience of developing/ operating a WtE Plant of 5 MW will qualify as a Developer Experience (1) and Waste Handling experience (2) as well.

- (b) **Financial Capacity:** The Bidder shall have a Net Worth of at least INR 10 Crore computed as per Clause 5.3.1 for every Bid that the Bidder submits.

The Bidder has to specify what Cluster he is bidding for. A single bid will hold for a single Cluster as defined in Annexure F below. Separate Qualification Proposal, Technical Proposal, Financial Proposal, Bid Security along with necessary fees shall be submitted for each Bid. However, if the Bidder intends to submit multiple Bids, the Bidder can use the same Qualification Proposal for multiple Bids. Also, the Net Worth of the Bidder (single entity/ Consortium) shall be sufficient for submission of multiple Bids. For example, if a Bidder submits Bids for both the Clusters, the Bidder's Net Worth should be at least 2 x INR 10 Crores, i.e. INR 20 Crores.

The computation of Net-Worth as per Clause 5.3.1 shall be based on unconsolidated audited annual accounts of the last three (3) financial years immediately preceding the Bid Deadline.

In case of a Consortium, for combined Technical Capacity and Financial Capacity evaluation

- (i) The maximum number of members in the Consortium should be three (3).
- (ii) The Lead Member's experience would be considered only if the Lead Member has an equity share of at least 51% (fifty one percent) in the project.
- (iii) The experience of other Consortium Members (i.e. except the Lead Member) would be considered only if each such member has an equity share of at least 10% (ten percent) in the project.

## 5.2 **Technical Capacity for purposes of evaluation**

5.2.1 For a project to qualify as an Eligible Project:

- (a) The entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) equity during the last 3 financial years prior to Bid Due Date.
- (b) The scope of the project is Waste to Energy Processing where MSW is processed by the Proposed Technology (Mass Incineration with pre-segregated MSW) and Scientific Landfilling of the processed waste is carried out in the most environment friendly manner.

5.2.2 Experience for any activity relating to an Eligible 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.

## 5.3 **Financial information for the purpose of evaluation**

5.3.1 For the purpose of this RFP document, Net Worth (the "**Net Worth**") is defined as:

Net Worth = (Subscribed and Paid-up equity capital for Companies (or) Partner's Capital for Firms + Reserves) – (Revaluation reserves + miscellaneous expenditure not written-off + reserves not available for distribution to equity shareholder)

5.3.2 For the purpose of measuring Financial Capacity:

- (a) In case of a Single Entity Bidder, the Average Net Worth of the past 3 (three) financial years will be considered. The Net Worth information should be provided as per format in Appendix B4.
- (b) In case of a Consortium, Consortium Net Worth as per the Appendix B4, where Consortium Net Worth is calculated by weighting the Average Net Worth of the past 3 (three) financial years of individual Member by their respective proposed equity stake (%) in the Consortium.

**5.4 Illustration**

5.4.1 For avoidance of any doubts, the following illustration is placed for clarification:

Illustration of Technical capacity:

<b>Illustration Table 1</b>	
<b>Technical Capacity evaluation criteria</b>	<b>Minimum Threshold Requirement</b>
Technology Provider for WtE Plants for projects operational for at least a period of 12 months prior to Bid Due Date	Cumulative capacity of at least 1 MW
OR	
Developer/Operator experience of WtE plants for projects in the last five financial years prior to Bid Due Date (operational for a minimum period of 12 months)	Cumulative capacity of at least 1 MW
OR	
If the Bidder is neither a Technology Provider nor a Developer/ Operator of WtE Plants - Eligible if they have a binding contract with a Technology Provider or shall submit an undertaking with three proposed names of the Technology Providers for the technology proposed and enter a binding contract with one of the three proposed names during the signing of Concession Agreement & PPA	
AND	
Total Waste Quantity handled in the last 3 financial years prior to Bid Due Date	25,000 tonnes of MSW per annum

### Illustration of Financial Capacity:

Suppose the Bidder is a consortium of two members, Company A and Company B. The Bidder has evidenced the following lists of Eligible Projects and Net Worth.

<b>Illustration Table 2</b>		
<b>Member</b>	<b>Proposed Equity Share for Municipal Solid Waste (MSW) to Energy Processing Facility in Andhra Pradesh</b>	<b>Average Net Worth of last 3 financial years (INR Crore)</b>
Company A (Lead Member)	90%	160
Company B (Other Consortium Member)	10%	70

for the purpose of evaluating Financial Capacity,

<b>Illustration Table 3</b>			
<b>Member</b>	<b>Proposed Equity Share in the WtE Project</b>	<b>Average Net Worth of last 3 financial years (INR Crore)</b>	<b>Weighted Net Worth (INR Crore)</b>
Company A	90%	160	144
Company B	10%	70	7
Consortium Net Worth			<b>151</b>

## 5.5 Details of Experience

5.5.1 The Bidders must provide the necessary information relating to Technical Capacity as per Appendix B3 which shall include the following:

- (a) Performance certificate(s) from the concerned client(s) or from the statutory auditor stating the quantum of waste managed or capacity of technology equipment supplied in tonnes per annum or MW, as the case may be, during past financial years in respect of the projects specified in paragraph 5.2. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium) with a continued equity share holding of not less than 10% till COD, it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (b) Certificate(s) from the concerned client(s) evidencing the COD of the Eligible Project

5.5.2 The Bidders must provide the necessary information relating to Financial Capacity as per Appendix B4, which shall include the following:

- (a) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of Clause 5.1.1(b).
- (b) Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

## 5.6 **Technical Compliance**

5.6.1 The strength of the Bidder's Technical Proposal shall be established on the details furnished on the following three points:

- (a) Environmental Compliance and Other Compliance
- (b) Amount of reject going into the landfill (subject to a maximum of 25% as per the Clause 5.1.6 of the Concession Agreement)
- (c) Land requirement for setting up the WtE Plant and Scientific Landfill

5.6.2 The details to be filled in the Technical Proposal are mentioned in the Appendix C1 & Appendix C2.

5.6.3 The Bidder has to specify the name of the cluster he is bidding for. A single bid will hold for a single Cluster as defined in Annexure F. Separate Technical Proposal, Financial Proposal, Bid Security along with necessary fees shall be submitted for each Bid. However, if the Bidder intends to submit multiple Bids, the Bidder can use the same Technical Proposal for multiple Bids. However, the Net Worth of the Bidder (single entity/ Consortium) shall be sufficient for submission of multiple Bids as explained in Clause 5.1.1(b).

5.6.4 The Bidder shall have provision for adding extra capacity to the WtE Plant to accommodate the growth in MSW potential in the coming years subject to mutual agreement between the Participating ULBs and the APDISCOMs.

- 5.6.5 The Authorised Representative reserves the right to seek additional information to verify the Bid and establish compliance with tender conditions.

## 6. FINANCIAL PROPOSAL

### 6.1 Financial Proposal

6.1.1 Financial Proposal shall comprise of the following:

- (a) **Quoted Tariff** for the first Financial Year (T) in INR/kWh having 3 components (A, B & C)
- (b) **Quoted Capacity** of the Plant in MW at the Interconnection Point
- (c) **Land requirement** in acres (excluding area for Scientific Landfill)

**Quoted Tariff shall have 3 components calculated as mentioned below:**

- (i) A: Tariff in INR/ kWh considering land lease rental at a nominal value of Re. 1/acre per annum and scope of work excluding Scientific Landfilling of the rejects
- (ii) B: tariff in INR/ kWh required for Scientific Landfilling activities
- (iii) C: tariff in INR/ kWh required for land lease rental computed as per the following formula:

$$C = 0.001522^1 * \text{Land requirement (in acres)} * \text{Basic Value of Land (in Rs. Lakhs/acre)} / \text{Quoted Capacity (in MW)}$$

Basic Value of Land shall be as per rates applicable for that Cluster indicated in the Background Documents and Land Lease rental shall be calculated based on the guidelines of G.O. 571.

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<sup>1</sup> Where  $0.001522 \text{ (INR/kWh/acre)} = 1,00,000 * 10\% / (1 \text{ MW} * 1000 * 75\% * 24 * 365)$ ,  
Considering

- Rs.1,00,000 /acre (Rs. 1 Lakh/acre) as the market value of the land
- Land Lease rental calculated at the rate of 10% for the first year according to G.O. 571
- Quoted Capacity - 1 MW

Therefore, **Quoted Tariff (INR/ kWh)  $T = A + B + C$**

- 6.1.2 The Quoted Tariff (along with the three components) shall be provided in INR/kWh up to three (3) decimal places and Quoted Capacity up to two (2) decimal places in MW.
- 6.1.3 The Bidder has to specify the cluster that he is bidding for.
- 6.1.4 Financial Proposal must be strictly as per the format given in Annexure D - else the Bids will be summarily rejected.

**6.2 Evaluation of the Financial Proposal**

Evaluation of the Financial Proposal shall only be made for those Qualified Bidders who have cleared the Technical Proposal.

The Financial Proposal for each Cluster shall be evaluated separately.

To evaluate the Financial Proposal, Bid Evaluation Criteria would be the **sum of A and B as defined in Clause 6.1.1**. For every cluster, the Bidder with the lowest Bid Evaluation Criteria will be selected as the successful Bidder.

If the Bid Evaluation Criteria for multiple Bidders is the same, then the Bidder with the higher Net Worth will be selected.

- 6.2.1 For avoidance of doubt, the methodology for evaluation of the Financial Proposal is illustrated below:

The Bidder submits the following bids:

Bidder	A	B	C	Bid Evaluation Criteria ( $T' = A+B$ )	Remarks
	INR/kWh	INR/kWh	INR/kWh	INR/kWh	
J	5.000	1.200	0.800	6.200	K will be the selected Bidder on the basis of the least Bid
<b>K</b>	<b>5.250</b>	<b>0.900</b>	0.300	<b>6.150</b>	
L	6.000	0.800	0.200	6.800	

- PLF - 75%

M	5.500	0.700	0.500	6.200	Evaluation Criteria
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### 6.3 Terms of Tariff Payment

6.3.1 The Payable Tariff in the first Financial Year shall be computed as follows:

$$\text{Payable Tariff}_{\text{FY1}} = A + B + \text{Minimum of (C, C')}$$

The value of C' shall be calculated assuming a normative value for land utilization and Quoted Capacity based on the tonnage for each Cluster as mentioned in the Background Documents.

**Illustration:**

Ongole: For 170 TPD, assuming 2 MW with a land requirement of 10 acres.

Basic Value of Land = Rs. 50 lakhs/ acre

Land lease rental for the first Financial Year = 10% \* Rs. 50 lakhs/acre = Rs. 5,00,000 per acre

$$\begin{aligned} C' &= 0.001522 * \text{Basic Value of Land in Rs. lakhs/acre} * \text{Normative Land} \\ &\quad \text{requirement in acres} / (\text{Normative Capacity in MW}) \\ &= 0.001522 * 50 * 10 / 2 \\ &= 0.3805 \end{aligned}$$

Therefore, C' = Rs. 0.3805/ kWh

The Payable Tariff in the first Financial Year shall be adjusted before signing of the Power Purchase Agreement in the following way:

Payable Tariff <sub>FY1</sub> (T <sub>1</sub> )	Scenario
A + B + Minimum of (C, C')	Scientific Landfilling included in the Developer's scope of work & Land leased out at a value calculated according to G.O. 571

6.3.2 The Financial Proposal should be furnished in the format at Appendix D1, clearly indicating the amount in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

6.3.3 The Bidder is free to Bid for more than one Cluster. In case the Highest Ranked Bidder withdraws or is not selected for any reason in the Bid Validity Period, other Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Highest Ranked Bidder. In the event that none of the other Bidders match the Bid of the Highest Ranked Bidder, the Authorized Representative may, in its discretion, either invite fresh Bid from the remaining Bidders or annul the Bidding Process for that Cluster.

However, the Authorized Representative reserves the right to change this Clause based on the response of the Bid.

6.3.4 The Authorized Representative reserves the right to reject any or all of Bids, cancel the Bid process or call for fresh Bids if the discovered tariffs are not within the reasonable range.

**6.4 Escalation of Tariff and Payable Tariff**

Say  $T_1$  be the Payable Tariff in INR/kWh for the first Financial Year. Escalation of Payable Tariff shall be calculated as follows:

- a. 60% of the Payable Tariff for the first Financial Year shall be reduced at a rate of 2% every Financial Year for the term of the PPA
- b. 40% of the Payable Tariff for the first Financial Year shall be escalated annually as follows :

<b>Financial Year</b>	<b>Payable indexed fixed tariff (<math>T_{Fi}</math>) in INR/kWh</b>	<b>Payable indexed variable tariff (<math>T_{Vi}</math>) in INR/kWh</b>	<b>Payable Tariff (<math>T_{Fi} + T_{Vi}</math>) in INR/kWh</b>
1	$T_{F1} = T_1 * 0.6$	$T_{V1} = T_1 * 0.4$	$T_1 = T_{F1} + T_{V1}$
2	$T_{F2} = T_{F1} * (1 - (2\% * D/365))$	$T_{V2} = [T_{V1} * [1 + ((WPI_1 - WPI_0) / WPI_0) * D/365]]$	$T_2 = T_{F2} + T_{V2}$
i = 3 to 25	$T_{Fi} = T_{Fi-1} * (1 - 2\%)$	$T_{Vi} = [T_{Vi-1} * [1 + ((WPI_{i-1} - WPI_{i-2}) / WPI_{i-2})]]$	$T_i = T_{Fi} + T_{Vi}$

Where,

$T_i$  is the Payable Tariff for the  $i^{th}$  Financial Year

D is the number of days in the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31

<sup>2</sup>WPI<sub>i</sub> shall mean the Wholesale Price Index (WPI) for all commodities for the Financial Year i, where 0<=i<=25 and revision shall be done annually on the start of each Financial Year to reflect the variation in WPI.

**Illustration:**

Say, T<sub>1</sub> = INR 6/kWh

Say, COD is 1<sup>st</sup> October, 2010

Therefore, D = 183 days

The table shows the WPI for all commodities during the following Financial Year:

Year	Year 0 FY 09-10	Year 1, FY 10-11	Year 2, FY 11-12	Year 3, FY 12-13	Year 4, FY 13-14	..	Year 25, FY 34-35
WPI	130.81	143.32	156.13	167.62	177.64	..	..
$[(WPI_{i-1} - WPI_{i-2}) / WPI_{i-2}]$	-	-	0.096	0.089	0.074	..	..

The values are shown for illustrative purpose only.

Considering the above mentioned WPI values, the Payable Tariff in the following Financial Years are calculated as follows:

Financial Year	Payable indexed fixed tariff (T <sub>Fi</sub> ) in INR/kWh	Payable indexed variable tariff (T <sub>Vi</sub> ) in INR/kWh	Payable Tariff (T <sub>Fi</sub> + T <sub>Vi</sub> ) in INR/kWh
1	T <sub>F1</sub> = 6 * 60% = 3.6	T <sub>V1</sub> = 6 * 40% = 2.4	T <sub>1</sub> = 6
2	T <sub>F2</sub> = 3.6 * (1 - 2% * 183/365) = 3.564	T <sub>V2</sub> = 2.4 * [1 + ((143.32 - 130.81) / 130.81) * 183/365] = 2.515	T <sub>2</sub> = 6.079
3	T <sub>F3</sub> = 3.564 * (1 - 2%) = 3.493	T <sub>V3</sub> = [2.515 * [1 + ((156.13 - 143.32) / 143.32)]] = 2.740	T <sub>i</sub> = 6.232

- 6.4.1 Energy delivered by the Plant to the APDISCOMs in excess of the energy calculated at a plant load factor of 85% will be entitled to receive the Payable Tariff for that Financial Year and the WtE Developer has to share revenue equivalent to 20% of the Payable Tariff for that Financial Year with the Lead ULB as explained in Clause 17.4 of the Concession Agreement.

<sup>2</sup> As published by Office of the Economic Adviser ([http://www.eaindustry.nic.in/display\\_data.asp](http://www.eaindustry.nic.in/display_data.asp))

- 6.4.2 Any Generation Based Incentive (GBI) announced by Central/State Government for WtE projects and applicable for the Project shall be passed on 100% to APDISCOMs.

## 7. FRAUD AND CORRUPT PRACTICES

- 7.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authorized Representative may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 7.1.2 Without prejudice to the rights of the Authorized Representative under Clause 7.1.1 hereinabove, if a Bidder is found by the Authorized Representative to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authorized Representative during a period of 2 (two) years from the date such Bidder is found by the Authorized Representative to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 7.1.3 For the purposes of this Section 7, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authorized Representative who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement and the Power Purchase Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authorized Representative, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the

Bidding Process;

- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authorized Representative with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 8. MISCELLANEOUS

- 8.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.1.2 The Authorized Representative, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding 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;
  - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Authorized Representative by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 8.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authorized Representative, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for 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 hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

9. ANNEXURE

A. Annexure A – Bid Security

9.1 Appendix A1

**Cover Letter for Bid Security**

(Refer Clause 4.22)

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

Ref. Date:

To,

Vice Chairman & Managing Director,

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

Regd.Office:5-8-207/2, Pisgah Complex,

Nampally, Hyderabad - 500 001.

Tel.: +91-40-2320 2391

Dear Sir,

Please find enclosed a bank guarantee no. \_\_\_\_\_ dated \_\_\_\_\_ amounting to \_\_\_\_\_ drawn in favor of 'New and Renewable Energy Development Corporation of Andhra Pradesh Limited' towards Bid Security for the project Municipal Solid Waste (MSW) to Energy Processing Facility in Andhra Pradesh for the \_\_\_\_\_ Cluster for \_\_\_\_\_ MW.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of \_\_\_\_\_

9.2 **Appendix A2**

**Bank Guarantee for Bid Security**

(Refer Clause 4.22)

B.G. No.

Dated:

1. In consideration of you, New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP), having its office at 5-8-207/2, Pishgah Complex, Nampally, Hyderabad, (hereinafter referred to as the **“Authorized Representative”**, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956/2013 or a Firm) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter 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 Municipal Solid Waste (MSW) to Energy Processing Facility in Andhra Pradesh, on DBFOT basis (hereinafter referred to as **“the Project”**) pursuant to the RFP Document dated 17<sup>th</sup> August, 2015 issued in respect of the Project and other related documents including without limitation the Model Concession Agreement and the Model Power Purchase Agreement (hereinafter collectively referred to as **“Bidding Documents”**), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the **“Bank”**), at the request of the Bidder, do hereby in terms of Clause 4.22.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authorized Representative an amount of ..... (equivalent to INR 20,00,000 per MW of Quoted Capacity) (hereinafter 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 shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authorized Representative stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the 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

Authorized Representative is disputed by the Bidder or not, merely on the first demand from the Authorized Representative stating that the amount claimed is due to the Authorized Representative by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding .....(equivalent to INR 20,00,000 per MW of Quoted Capacity).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authorized Representative and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authorized Representative shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authorized Representative that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authorized Representative and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authorized Representative.
6. The Guarantee shall 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 Authorized Representative shall be entitled to treat the Bank as the principal debtor. The Authorized Representative shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authorized Representative, and the Bank shall not be released from its liability under these presents by any exercise by the Authorized Representative of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance,

act or omission on the part of the Authorized Representative or any indulgence by the Authorized Representative to the said Bidder or by any change in the constitution of the Participating ULBs or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall 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.
9. 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 shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authorized Representative to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authorized Representative may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authorized Representative in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ..... (equivalent to INR 20,00,000 per MW of Quoted Capacity). The Bank shall be liable to pay the said amount or any part thereof only if the Authorized Representative serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ....., 2017/2018 (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by ..... Bank

By the hand of Mr./Ms. ...., its ..... and authorized official.

(Signature of the Authorized Signatory)

## **B. Annexure B - Qualification Proposal**

### **9.1 Appendix B1 – Details of Bidder**

#### **Details of Bidder**

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authorized Representative:
  - (a) Name:
  - (b) Designation
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:

(e) Fax Number:

5. In case of a Consortium:

(a) The information above (1-4) should be provided for all the Members of Consortium.

(b) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* (Refer Clause 4.2.3(d))	Percentage of Equity in the Consortium (Refer Clauses 4.2.3(a), 4.2.3(c), 4.2.3(g))
1.			
2.			
3.			

(c) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder / member of Consortium:**

No.	Criteria	Yes	No
1	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

9.2 **Appendix B2 (Not used)**

9.3 **Appendix B3**

**Evaluation of Technical Capacity**

Instruction:

1. Bidders are expected to provide information in respect of each Eligible Project on separate sheets. The projects cited must comply with the eligibility criteria specified in Clause 5.1.1(a) of the RFP. Information provided in this section is intended to serve as a backup for information provided in the Bid.
2. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/ Associate may provide the requisite certification.
3. The template for Details of Eligible Projects may be suitably modified to describe the project.
4. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of Technical Capacity.
5. The Applicant may suitably modify the Certificate template to capture the relevant Certificate information.

9.3.1 **Details of Eligible Projects for experience as a WTE Plant Technology Provider**

(Refer Clause 5.1.1(a)) Provider as per Appendix B7: \_\_\_\_\_

**Table - 1:**

Is the Technology Provider a member of the Consortium? (Yes / No)

Name of the Technology Provider: \_\_\_\_\_

<b>Item</b>	<b>Particulars of the Project</b>
Name of the Project	
Entity (Project Developer) for which the project was constructed/ Developed	
Scope of the Project	
Project Location	
Commercial Operation Date	
Project Capacity (MW)	
Technology provided	
Equipment supplied	
Current status of the project	

**Certificate from the Statutory Auditor/ Client regarding Technology Provider Experience**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Bidder/Member/Associate) was engaged by ..... (title of the project company) to execute ..... (name of project) for ..... (nature of project) of capacity ..... (MW)}. The construction of the project commenced on ..... (date) and the project was commissioned on ..... (date). It is certified that ..... (name of the Bidder/ Member/ Associate) ..... supplied, installed and commissioned equipment/ technology for the Proposed Technology for waste processing) which has been in operation from .....(date) to ..... (date).

Name of the audit firm/ Client:

Seal of the audit firm: (Signature, name and designation of the authorized signatory).

Date:

**Table - 2:**

Consolidated details of experience as a Technology Provider in the last five (5) financial years:

<b>Item</b>	<b>Particulars</b>	<b>Remarks</b>
Number of Projects		
Total Project Capacity (MW)		

**9.3.2 Details of Eligible Projects for WtE Plant Development, Operation & Maintenance Experience**

(Refer Clause 5.1.1(a))

**Table - 1.1:**

Name of the Member as per Appendix B7: \_\_\_\_\_

<b>Item</b>	<b>Particulars of the Project</b>
Name of the Project	
Scope of the Project	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
Project Location	
Commercial Operation Date	
Technology employed	
Project Capacity (MW)	
Current status of the project	

**Table 1.2:**

	Year 1*	Year 2*	Year 3*	Year 4*	Year 5*
Energy generated (Million Units)					
Municipal Solid Waste Processed (Tonnes/annum)					

\* year 1 corresponds to the financial year 5 years preceding the Bid Due Date and year 5 corresponds to the financial year 1 year preceding the Bid Due Date.

**Certificate from the Statutory Auditor/ Client regarding WtE Plant Development/  
Operation & Maintenance Experience**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Bidder/Member/Associate) has executed ..... (name of project) for ..... (nature of project) of capacity ..... (MW)}. The construction of the project commenced on ..... (date) and the project was commissioned on ..... (date). It is certified that ..... (name of the Bidder/ Member/ Associate) ..... installed and commissioned a WtE plant for waste processing as a developer or/and has been operating and maintaining this WtE Plant from .....(date) to ..... (date).

We further certify that the total energy generated by the WtE Plant during the last 5 financial years from the Bid Due Date for which technical experience is quoted is as follows:

- Year 1: ..... (starting date) to ..... (ending date), ..... Million Units of energy
- Year 2: ..... (starting date) to ..... (ending date), ..... Million Units of energy
- Year 3: ..... (starting date) to ..... (ending date), ..... Million Units of energy
- Year 4: ..... (starting date) to ..... (ending date), ..... Million Units of energy
- Year 5: ..... (starting date) to ..... (ending date), ..... Million Units of energy

We further certify that the total Municipal Solid Waste processed by the WtE Plant during the last 5 financial years from the Bid Due Date for which technical experience is quoted is as follows:

- Year 1: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum
- Year 2: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum
- Year 3: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum
- Year 4: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum
- Year 5: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory).

Date:

**Table - 2:**

Consolidated details of experience for WtE Plant Development/ Operation & Maintenance in the last five (5) financial years:

<b>Item</b>	<b>Particulars</b>	<b>Remarks</b>
Number of Projects		
Total Project Capacity (MW)		
Total Municipal Solid Waste Processed (TPD)		
Total Energy generated (MUs)		

9.3.3 **Details of Eligible Projects for Waste Handling Experience**

Refer Clause 5.1.1(a))

**Table - 1:**

Name of the Member as per Appendix B7: \_\_\_\_\_

<b>Item</b>	<b>Particulars of the Project</b>
Name of the Project	
Entity (Urban Local Body) for which the project was constructed/ Developed	
Scope of the Project	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
Project Location	
Commercial Operation Date	
Project Capacity (Tonnes/ day)	
Technology employed	
Total waste processed in year 1* (Tonnes/ annum)	
Total waste processed in year 2* (Tonnes/ annum)	
Total waste processed in year 3* (Tonnes/ annum)	
Average waste handling experience in the past 3 years (Tonnes/ annum)	
Current status of the project	

\* year 1 corresponds to the financial year 3 years preceding the Bid Due Date and year 3 corresponds to the financial year 1 year preceding the Bid Due Date.

**Certificate from the Statutory Auditor/ Client regarding Waste Handling Experience**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Bidder/Member/Associate) was engaged by ..... (title of the project company) to execute ..... (name of project) for ..... (nature of project) of capacity ..... (tonnes/day)}. The construction of the project commenced on ..... (date) and the project was commissioned on ..... (date). It is certified that ..... (name of the Bidder/ Member/ Associate) ..... processed waste on an average of ..... (tonnes/ year) using .....(technology) from .....(date) to ..... (date).

We further certify that the total Municipal Solid Waste processed by the Plant during the last 3 financial years from the Bid Due Date for which technical experience is quoted is as follows:

Year 1: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum

Year 2: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum

Year 3: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum

Name of the audit firm:

Seal of the audit firm: \_\_\_\_\_ (Signature, name and designation of the authorized signatory).

Date:

**Table - 2:**

Consolidated details of experience for Waste Handling Experience in the last three (3) financial years:

<b>Item</b>	<b>Particulars</b>	<b>Remarks</b>
Number of Projects		
Total Project Capacity (TPD)		
Total Municipal Solid Waste Processed (TPD)		
Average Municipal Solid Waste Processed for all Projects		
Technologies employed		

#### 9.3.4 Details of Eligible Projects for PPP Experience

(Refer Clause 5.1.1(a))

**Table - 1:**

Name of the Member as per Appendix B7: \_\_\_\_\_

<b>Item</b>	<b>Particulars of the Project</b>
Name of the Project	
Entity for which the project was constructed/ Developed	
Scope of the Project	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
Project Location	
Commercial Operation Date	
PPP Sector	
Capital Cost of the Project (INR Crore)	
Average revenue generated per annum for the last 10 financial years from the Bid Due Date (INR Crore)	
Current status of the project	

**Certificate from the Statutory Auditor regarding PPP projects**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder/Member/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/ held INR. .... Crore (INR ..... Crore) of equity (which constitutes .....% of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date). The capital cost of the project is ..... (INR Crore). The project was commissioned on ..... (date of commissioning of the project) and was operational from ..... (date) to ..... (date)

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory)

Date:

**Table - 2:**

Consolidated details of PPP experience in the last ten (10) financial years:

<b>Item</b>	<b>Particulars</b>	<b>Remarks</b>
Number of Projects		
Total Project Cost (in INR Crore)		

9.4 **Appendix B4**

**Financial Capacity of the Bidder**

(Refer Clauses 5.1.1(b) and 5.3)

Bidder Type	Proposed Equity Share for Municipal Solid Waste (MSW) to Energy Processing Facility in Andhra Pradesh (percentage)	Net Worth (INR Crore) (3)			Average Net Worth (INR Crore)	Average Net Worth x Equity Share (INR Crore)
		Year 1	Year 2	Year 3		
(1)	(2)	(4)	(5)	(6)	(7)	(8)
Single entity Bidder	100%					
Consortium Member 1						
Consortium Member 2						
Consortium Member 3						
<b>Consortium Net Worth (INR Crore) (9)</b>						

[Delete rows if not applicable]

**Name and address of Bidder's Banker:**

Instructions:

1. (1): Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.
2. (2): For Equity Share, refer Clause 5.1.1(b)
3. (3): For Net Worth, refer Clause 5.1.1(b)
4. (3): For conversion of US Dollars to Rupees, the rate of conversion shall be as on the date 60 (sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be

converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

5. (4), (5) and (6): Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 4.2.8.
6.  $(7) = [(4)+(5)+(6)]/3$
7.  $(8) = (2) \times (7)$
8. (9) is equal to the sum of the entries in (8)
9. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
10. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the Clause 5.3.1.
11. The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 4.2.6.
12. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 4.2.3(g).
13. The Bidder shall also provide the name and address of the Bankers to the Bidder.

9.5 **Appendix B5**

**Power of Attorney for signing of Bid**

(To be executed on Non Judicial Stamp paper of INR 100 (INR Hundred) or of appropriate value)

Know all men by these presents, We,..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... 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 the Project - Municipal Solid Waste (MSW) to Energy Processing Facility in Andhra Pradesh, being developed by NREDCAP (the "Authorized Representative") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authorized Representative, representing us in all matters before the Authorized Representative, signing and execution of all contracts including the Concession Agreement and the Power Purchase Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authorized Representative in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Participating ULBs and the Power Purchase Agreement with the APDISCOMs.

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.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

*Notes:*

- *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.*
- *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.*
- *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 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 Appostille certificate.*

9.6 **Appendix B6**

**Power of Attorney for Lead Member of Consortium**

(To be executed on Non Judicial Stamp paper of INR 100 (INR Hundred) or of appropriate value)

Whereas the New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP), (the “Authorized Representative”) has invited bids for the project WtE Plant in Andhra Pradesh (the “Project”).

Whereas, ....., ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, 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 execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, authorize, appoint and authorize M/s ....., 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”) and 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 bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution 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 its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, 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 Authorized Representative, 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 thereof till the Concession Agreement is entered into with the Participating ULBs and the Power Purchase Agreement with the APDISCOMs.

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 .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

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

Witnesses:

- 1.
- 2.

Notes:

- *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.*
- *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.*
- *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 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 Appostille certificate.*

9.7 **Appendix B7**

**Joint Bidding Agreement**

(To be executed on Non Judicial Stamp paper of INR 100 (INR Hundred) or of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ....., 20.....

AMONGST

1. [..... Limited, a company incorporated under the Companies Act, 1956/2013 or a Firm]<sup>3</sup> and having its registered office at ..... (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [..... Limited, a company incorporated under the Companies Act, 1956/2013 or a Firm]\* and having its registered office at ..... (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [{..... Limited, a company incorporated under the Companies Act, 1956/2013 or a Firm}\* and having its registered office at ..... (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND and THIRD PART 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), represented by its Vice Chairman & Managing Director and having its principal offices Regd.Office:5-8-207/2, PISGAH Complex, Nampally, Hyderabad - 500 001, India (hereinafter referred to as the “Authorized Representative” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Request for Proposal dated \_\_\_\_\_ (the “RFP”) for

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<sup>3</sup> Applicant to suitably change, if required  
{ } Indicates fields that could be deleted, if not applicable

selecting Concessionaire for development and operation/ maintenance of the project Municipal Solid Waste (MSW) to Energy Processing Facility in Andhra Pradesh (the "Project") through public private partnership.

- (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 document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, 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 Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956/2013 for entering into a Concession Agreement with the Participating ULBs and entering into a Power Purchase Agreement with the APDISCOMs and for performing all its obligations as the Concessionaire in terms of the Concession Agreement and Power Purchase Agreement respectively for the Project.

**4. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, Concession Agreement and the Power Purchase Agreement till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

**5. Shareholding in the SPV**

5.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

5.2 The Parties undertake that the First Party will hold a minimum of 51% (fifty one percent) and other Parties will hold a minimum of 10% (ten percent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the COD of the Project, be held by the Parties of the First, Second, {Third} Part whose experience and net worth have been reckoned for the purposes of short-listing of Bidders for the Project in terms of the RFP.

5.3 The Parties undertake that the First Party specified in Clause 5.1 above shall, at all times between the COD of the Project and the fifth anniversary thereof, hold equity share capital not less than the higher of (i) 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five percent) of the Total Project Cost specified in the Bid Documents.

5.4 The Parties undertake that they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity share capital of the SPV at all times until the fifth anniversary of the COD of the Project.

5.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## **6. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement 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 Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized 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 Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, 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 Agreement;
- c. this Agreement 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 Affiliates 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 Agreement.

## **7. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement and the Power Purchase Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authorized Representative to the Bidder, as the case may be.

## **8. Miscellaneous**

- a. This Joint Bidding Agreement shall be governed by laws of India.

- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authorized Representative.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In presence of:

1.

2.

*Notes:*

- 1. The mode of the execution of the Joint Bidding Agreement 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. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*
4. *The Shareholders Agreement indicating equity share of each member will have to be shared with NREDCAP prior to the Appointed Date*

9.8 **Appendix B8**

**Statement of Legal Capacity**

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

Ref. Date:

To,

New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP),  
Regd.Office:5-8-207/2, PISGAH Complex,  
Nampally, Hyderabad - 500 001.  
Tel.: +91-40-2320 2391

Dear Sir,

We hereby confirm that 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.\*

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of.....

\* Please strike out whichever is not applicable.

**C. Annexure C - Technical Compliance**

**9.9 Appendix C1**

**Statement of Technical Compliance**

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

Ref. Date:

To,

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

Regd.Office:5-8-207/2, Pishgah Complex,

Nampally, Hyderabad - 500 001.

Tel.: +91-40-2320 2391

Dear Sir,

We hereby declare that all our processes and standards would meet the requirements as per the MSW Rules 2016.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of.....

**D. Annexure D - Financial Proposal**

**9.10 Appendix D1**

(Refer Section 6)

**Letter Comprising the Financial Proposal**

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of the Bidding Consortium)

Tel.#:

Fax#:

E-mail address#

To

Vice Chairman & Managing Director,

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

Regd.Office:5-8-207/2, Pispah Complex,

Nampally, Hyderabad - 500 001.

Tel.: +91-40-2320 2391

Sub: Response to RFP dated \_\_\_\_\_ *[Insert date in dd/mm/yyyy for selection of Development Partners for setting up Municipal Solid Waste (MSW) to Energy Processing Facility in Andhra Pradesh]*

Dear Sir,

1. With reference to your RFP document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authorized Representative will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein

is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire for the development of the aforesaid Project.
4. I/ We shall make available to the Authorized Representative any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authorized Representative to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authorized Representative;
  - b. I/ We do not have any conflict of interest in accordance with Clause 4.2.1(c) of the RFP document;
  - c. I/ 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 7.1.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authorized Representative or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 7 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive for the Project, without incurring any liability to the Bidders, in accordance with Clause 4.23.6 of the RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates 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 or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authorized Representative of the same immediately.
15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authorized Representative forthwith along with all relevant particulars and the Authorized Representative may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement and the Power Purchase Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement and the Power Purchase Agreement shall be liable to be terminated without the Authorized Representative being liable to us in any manner whatsoever.
16. The Statement of Legal Capacity as per the format at Appendix B8 of the RFP document, and duly signed is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium as per format provided at Appendix B5 and Appendix B6 respectively of the RFP, are also enclosed

17. I/We understand that the selected Bidder shall form an appropriate SPV to prior to execution of the Concession Agreement and the Power Purchase Agreement.
18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authorized Representative in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the selected Bidder, I/we agree to enter into a Concession Agreement and the Power Purchase Agreement in accordance with the model documents that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid documents and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully and also surveyed the other project details. We understand that except to the extent as expressly set forth in the Concession Agreement and the Power Purchase Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authorized Representative or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
21. I/ We offer a Bid Security of .....(equivalent to INR 20,00,000 per MW of Quoted Capacity) to the Authorized Representative in accordance with the RFP Document.
22. The Bid Security No..... in the form of a Demand Draft / Bank Guarantee is attached.
23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. The Financial Proposal has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Model Concession Agreement, Model Purchase Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

27. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
28. I/ We hereby submit our Bid and offer the following: Quoted Capacity at the Interconnection Point and the first year Quoted Tariff for the sale of energy for undertaking the aforesaid Project in accordance with the Bidding Documents, Concession Agreement and the Power Purchase Agreement.

Name of the Cluster: \_\_\_\_\_

<b>Bid parameter</b>	<b>Unit</b>	<b>Value (in number)</b>	<b>Value (in words)</b>
1. Quoted Capacity	MW		
2. Quoted Tariff (T)	INR/kWh		
a. Component A	INR/kWh		
b. Component B	INR/kWh		
c. Component C	INR/kWh		
3.Land Requirement (excluding Scientific Landfill Area)	Acres		

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: \_\_\_\_\_ (Signature, name and designation of the Authorized signatory)

Place: \_\_\_\_\_ Name and seal of Bidder/ Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

**E. Annexure E**

The incinerators shall meet the following emission standards under MSW Rules, 2016 and any amendments/ revision thereto till date.

**Emission Standards**

Parameter (1)	Emission standard	
	(2)	(3)
Particulates	50 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
HCL	50 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
SO <sub>2</sub>	200 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
CO	100 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
	50 mg/Nm <sup>3</sup>	Standard refers to daily average value
Total Organic Carbon	20 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
HF	4 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
NO <sub>x</sub> (NO and NO <sub>2</sub> expressed as NO <sub>2</sub> )	400 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
Total dioxins and furans	0.1 ng TEQ/Nm <sup>3</sup>	Standard refers to 6-8 hours sampling.
Cd + Th + their compounds	0.05 mg/Nm <sup>3</sup>	Standard refers to sampling time anywhere between 30 minutes and 8 hours
Hg and its compounds	0.05 mg/Nm <sup>3</sup>	Standard refers to sampling time anywhere between 30 minutes and 8 hours
Sb + As + Pb + Cr + Co + Cu + Mn + Ni + V + their compounds	0.5 mg/Nm <sup>3</sup>	Standard refers to sampling time anywhere between 30 minutes and 8 hours

*Note: All values corrected to 11% Oxygen on a dry basis*

**Note :**

1. Suitably designed pollution control devices shall be installed or retrofitted with the incinerator to achieve the above emission limits.
2. Wastes to be incinerated shall not be chemically treated with any chlorinated disinfectants
3. Chlorinated plastics shall not be incinerated.
4. if the concentration of toxic metals in incineration ash exceeds the limits specified in the Hazardous Waste (Management, Handling and Trans boundary Movement) Rules, 2008, as

amended from time to time, the ash shall be sent to the hazardous waste treatment, storage and disposal facility.

5. Only low sulphur fuel like LDO, LSHS, Diesel, bio-mass, coal, LNG, CNG, RDF and bio-gas shall be used as fuel in the incinerator.
6. The CO<sub>2</sub> concentration in tail gas shall not be more than 7%.
7. All the facilities in twin chamber incinerators shall be designed to achieve a minimum temperature of 950°C in secondary combustion chamber and with a gas residence time in secondary combustion chamber not less than 2 (two) seconds.
8. Incineration plants shall be operated (combustion chambers) with such temperature, retention time and turbulence, as to achieve total Organic Carbon (TOC) content in the slag and bottom ash less than 3%, or the loss on ignition is less than 5% of the dry weight.
9. Odour from sites shall be managed as per guidelines of CPCB issued from time to time

**F. Annexure F**

Information on the Clusters:

Cluster No.	Participating ULBs	MSW Potential of the ULB as per FY 2015-16 (TPD)	Total MSW generation of Cluster as per FY 2015-16 (TPD)	Approximate Distance from the Plant Location in the Cluster (km)	Proposed WtE Plant location
Cluster Rajahmundry	Rajahmundry	169	506	-	Land to be allocated between Rajahmundry and Kakinada. Distances provided are from Rajahmundry to ULBs.
	Kakinada	181		63.5	
	Gollaprolu	9		75	
	Pithapuram	22		58.7	
	Peddapuram	24		42.4	
	Samalkot	24		47.7	
	Yeleswaram	6		54.6	
	Ramachandrapuram	23		37.7	
	Mandapeta	27		26.5	
	Kovvur	21		10.9	
Cluster Ongole	Ongole	120	170	-	Land to be allocated in Ongole. Distances provided are from Ongole to ULBs.
	Addaki	16		37.3	
	Chimakurthy	13		22.2	
	Kandukur	21		44.3	

Waste to Energy plants are to be proposed for the above mentioned Clusters. However, the Authorized Representative 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 and the Participating ULBs if the discovered tariffs are not within the reasonable range.

**Note:**

- The Assured Quantity for 25 years of Concession period shall be estimated by the Project Developer in consultation with the Participating ULBs and the Obligated Quantity of MSW will be 125% of the Assured Quantity for the first Financial Year.

- The proposed locations of the WtE Plants are tentative and the Authorized Representative reserves the right to change the locations during the Bidding Process.
- The Authorized Representative 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.
- While DPRs provided to the Bidders are given for information sake, information mentioned in the RFP shall be binding. In the event of any discrepancy between the information provided in the DPR and the RFP, the RFP shall prevail.