

**New and Renewable Energy Development
Corporation of Andhra Pradesh Limited**

**DEVELOPMENT OF WASTE TO ENERGY FACILITY at
Nellore, Andhra Pradesh
ON PUBLIC PRIVATE PARTNERSHIP BASIS**

REQUEST FOR PROPOSAL

TENDER NOTICE NO.: NREDCAP/WtE/NLR/2025

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DISCLAIMER

The information contained in this RFP or any other information or document provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of the New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) and its employees or advisors is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

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

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

New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in this RFP. The issue of this RFP does not imply that the Authorized Representative is bound to qualify any Bidder or to award the Project to any Bidder. The Authorized Representative reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

GLOSSARY

In this RFP, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below.

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| Addendum or Addenda | means an addendum or addenda to this RFP. |
| Agreement | means the Concession Agreement to be executed between the Confirming Party, Participating ULBs and the Concessionaire, a draft of which is, or shall be, issued by the Authorized Representative along with this RFP. |
| Annex | means an annexure to this RFP. |
| APDISCOMs | Power Distribution Companies of Andhra Pradesh. In this RFP, DISCOMs shall refer to Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL), Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL) and Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL) |
| Applicable Laws | means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, the Government of Andhra Pradesh, Andhra Pradesh Electricity Regulatory Commission, any government authority or any local government having jurisdiction over the Parties, the Project Site or the Project Facilities, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement. For the avoidance of doubt, and without in any way limiting the generality of the foregoing, Applicable Laws shall include the EPA, the EPA Rules and the SWM Rules. |
| Applicable Tariff | means the Quoted Tariff of the Selected Bidder, as adopted by the Andhra Pradesh Electricity Regulatory Commission. |
| Appointed Date | means the date on which all the conditions precedent specified in the Agreement for effectiveness of the Agreement have been satisfied, or waived, by the Parties, in accordance with the terms of the Agreement. |
| Appropriate Commission | means Andhra Pradesh Electricity Regulatory Commission (APERC). |
| Associate | means, in relation to an entity, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who Controls such entity. |
| Associated Infrastructure | means the infrastructure facilities associated with the operation of the Project Facilities or otherwise required to be provided by the Concessionaire, including weighbridges, site office, administrative buildings, security room, boundary wall/security fence, laboratories, ambient air quality monitoring stations, utilities, waste storage facility, |

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| | waste segregation facility, transmission infrastructure for evacuation of electricity until the Interconnection Point, etc., as described in greater detail in the Scope of Work in the Agreement and the Specifications and Standards. |
| Assured Quantity | The expected quantity of MSW that the ULB has to deliver at the Project Site on a daily basis measured in TPD |
| Authorized Representative | New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP), authorized as Nodal Agency/ Bid Coordinator representing APDISCOMs and the Participating ULBs. |
| Best Quote | means the lowest Quoted Tariff |
| Bid | means a bid consisting of the Qualification Proposal and the Financial Proposal submitted by a Bidder for qualification and award of the Project, and Bids mean collectively, all the bids for the Project. |
| Bidder | means an interested Company or a Consortium of Companies which submits a Bid to the Authorized Representative in accordance with this RFP and includes each Member when the Bidder is a Consortium, and Bidders shall be construed accordingly. |
| Bid Document Fee | means the fee to be paid by the Bidder for purchasing and downloading this RFP in accordance with Clause 2.8. |
| Bid Due Date | means the last date for submission of the Bids specified in the Bid Schedule, as may be extended from time to time in accordance with Clause 20. |
| Bid Process | means the single-stage bidding process, with two sub-stages, undertaken by the Authorized Representative to award the Project to the Selected Bidder on the terms and conditions set out in this RFP. The Bid Process has commenced with the issue of this RFP and will end on the date that the Agreement is executed with the special purpose vehicle incorporated by the Selected Bidder for the Project or the Selected Bidder itself, as the case may be. |
| Bid Schedule | means the schedule of the Bid Process set out in Clause 2.15, as may be amended from time to time. |
| Clause | means a clause of this RFP. |
| COD | means the date on which the COD Certificate is issued (or deemed to be issued) by the Competent Authority to the Concessionaire after successful trial operations and testing of the WtE Facility |
| COD Certificate | means the certificate issued (or deemed to be issued) by the Competent Authority to the Concessionaire evidencing the date on which the WtE Facility has entered commercial operations under the Agreement. |
| Companies Act | means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, as amended from time to time, as the context may require. |
| Company | means a company incorporated under the Companies Act or a foreign company incorporated under the relevant statute of its jurisdiction. |

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| Concessionaire | Means the special purpose vehicle incorporated by the Selected Bidder under the Companies Act to enter into the Agreement with the Confirming Party, Participating ULBs and implement the Project. |
| Confirming Party | Swachh Andhra Corporation of Andhra Pradesh |
| Conflict of Interest | has the meaning ascribed to it in Clause 3.3. |
| Consortium | means any combination of up to 3 (three) Companies that have formed a consortium for the purpose of submitting a Bid and to implement the Project if such consortium is declared the Selected Bidder. |
| Control | means, with respect to a Person: <ul style="list-style-type: none"> (a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise, <p>and the term Controlled shall be construed accordingly.</p> |
| Design Capacity | means the quantity of MSW that the WtE Facility should be designed to handle and process in a day, which shall be 604 TPD for Nellore WtE facility. |
| Disposal Location | means the scientific landfill located at Donthali which is 20 km from the Project Site at Surveypalli, Bit-II for Nellore WtE facility identified by the Lead ULB for safe and scientific disposal of the Residual Inert Matter and any Residual Waste. |
| Earnest Money Deposit | means the bid security that must be submitted by a Bidder along with its Bid in accordance with Clause 16. |
| Effective Date | shall mean the date of signing of this Power Purchase Agreement (PPA) by Offtaker and the WtE Developer and the Concession Agreement by the Participating ULBs, Confirming Party and the WtE Developer (Concessionaire) |
| Eligibility Criteria | means the eligibility criteria set out in Clause 3 that a Bidder is required to satisfy (in addition to the Qualification Criteria), to be qualified for evaluation of the Financial Proposal. |
| EPA | means the Environment (Protection) Act, 1986, as amended from time to time. |
| EPA Rules | means the Environment (Protection) Rules, 1986, as amended from time to time. |
| e-Procurement Portal | means the e-procurement portal of the Andhra Pradesh available at the following url: www.apecurement.gov.in . |

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| Financial Capacity | means the financial capacity and strength of the Bidder, as determined in accordance with Clause 4.2. |
| Financial Proposal | means the financial proposal to be submitted by a Bidder in accordance with this RFP. |
| Financial Year | means the Financial Year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year |
| GoI | means the Government of India. |
| Independent Engineer | has the meaning ascribed to it in the Agreement. |
| Interconnection Point | means a point located 132kV Golagamudi substation for Nellore WtE facility at which the WtE Facility shall be required to connect with the transmission grid owned and operated by APTRANSCO to evacuate electricity generated from the WtE Facility. |
| Lead Member | means with respect to a Consortium, the Member who: <ul style="list-style-type: none"> (i) will hold at least 51% of the Equity Contribution and voting rights of the Concessionaire; and (ii) is authorised by all other Consortium Members to be responsible for the Bid Process and to represent and act on behalf of the Consortium for submission of the Bid, in terms of the joint bidding agreement. |
| Lead ULB | 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 |
| LOA | means the letter of award that will be issued by the Authorized Representative to the Selected Bidder in accordance with Clause 31. |
| Member | means a member of a Consortium. |
| MoEFCC | means the Ministry of Environment, Forest and Climate Change, GoI. |
| MSW | solid or semi-solid waste generated by households, public services, agricultural activities, commercial establishments and industries and shall include Solid Waste, and Organic Waste, but shall not include the Prohibited Waste |
| Net worth | has the meaning ascribed to it in Clause 4.2 (a). |
| Obligated Quantity of MSW | 100% of the Assured Quantity of MSW for the cluster to be delivered to the Project Site in the first Financial Year. |
| Office Memorandum | means the Office Memorandum F.No.6/18/2019-PPD dated 23 July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India to amend Rule 144 of the General Financial Rules along with all subsequent amendments and clarifications. |
| Off-taker | means APDISCOMs, i.e., Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL), Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL) and Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL). |

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| O&M | means operation and maintenance. |
| O&M Capacity | has the meaning ascribed to it in Clause 4.1 (b) |
| O&M Period | means the period commencing on COD and ending on the date of expiry or termination of the Agreement during which the Concessionaire is required to operate and maintain the Project Facilities. |
| Participating ULBs | shall mean the identified beneficiary Urban Local Bodies (municipal corporations/councils) which are expected to deliver municipal solid waste (MSW) to the Waste to Energy (WtE) Processing Facility in Andhra Pradesh and have signed the Concession Agreement with the WtE Developer. |
| Parties | means the Authorized Representative, the Concessionaire and the Confirming Party and Party means any of one of them. |
| Performance Security | has the meaning ascribed to it in Clause 17. |
| Person | means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity. |
| PPA | means the power purchase agreement to be entered into between the Offtaker and the Concessionaire for sale of power generated from the WtE Facility. |
| PPP | means public private partnership. |
| Pre-Bid Meeting | means the meeting to be held in accordance with Clause 9.2, as may be amended from time to time. |
| Preferred Bidder | means the Bidder which: (a) meets the Qualification Criteria and the Eligibility Criteria; and (b) has the Best Quote. |
| Prohibited Waste | means hazardous industrial waste, liquid non-hazardous waste, bio-medical waste (as defined under the Bio-Medical Waste Management Rules, 2016), construction and demolition waste (as defined under the Construction and Demolition Waste Management Rules, 2016) industrial waste, e-waste (as defined under the E-Waste (Management) Rules, 2016), waste from batteries (as defined under the Batteries (Management and Handling) Rules, 2001, radioactive waste (as defined under the Atomic Energy (Safe disposal of Radioactive Wastes) Rules, 1987), glass, metals, leather, rubber, sludge, sewage waste, ash, dirt, soil, silt, stones (from any sources), and other household waste that does not fall within the definition of MSW. |
| Project | has the meaning ascribed to it in Clause 1.1. |
| Project Agreement | has the meaning ascribed to it in the Agreement. |
| Project Facilities | means all the amenities and facilities, (a) the Site (b) Processing Facilities and (c) Scientific Landfill (d) Waste to Energy Plant and the Associated Infrastructure, which need to be constructed, installed, operated and maintained by the Concessionaire in accordance with the terms of the Agreement (including the Standards and Specifications, and Applicable Laws). |
| Project Site | means the area equivalent to 15 acres for Nellore WtE facility on which the Concessionaire shall develop the Project Facilities. |

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| Residual Inert Matter | means the waste matter produced after processing of the MSW at the WtE Facility. |
| Qualification Criteria | means the qualification criteria set out in Clause 4 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of the Financial Proposal. |
| Qualification Proposal | means the proposal to be submitted by each Bidder to demonstrate that it meets the Eligibility Criteria and the Qualification Criteria as set out in Clause 3 and Clause 4. |
| Quoted Tariff | means the tariff quoted by each Bidder for sale of electricity generated from the WtE Facilities in accordance with the PPA. |
| RBI Reference Rate | means the Reserve Bank of India reference rate as available on https://www.fbil.org.in/ . |
| RFP | means this request for proposal dated 17.01.2025 along with its Annexes and includes any Addenda, if issued. |
| Rupees or INR | means Indian Rupees, the lawful currency of India. |
| Scheduled Bank | means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934, as amended from time to time. |
| Scope of Work | has the meaning ascribed to it in the Agreement. |
| Section | means a section of this RFP. |
| Selected Bidder | means the eligible Bidder selected by the Authorized Representative for award of the Project. |
| State Government | means the Government of Andhra Pradesh |
| SWM Rules | means the Solid Waste Management Rules, 2016, issued by the MoEFCC on 8 April 2016, as may be amended from time to time. |
| Technical Capacity | means the technical capacity and experience of a Bidder, as determined in accordance with Clause 4.1. |
| Specifications and Standards | means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by, the Participating ULBs. |
| TPD | means tonnes per day. |
| UTR Receipt | has the meaning ascribed to it in Clause 2.8. |
| WtE Facility | means the Waste to Energy facility to be set up by the Concessionaire in accordance with the terms of the Agreement (including the Scope of Work and Specifications and Standards), which shall be capable of handling and processing MSW up to the Design Capacity. |

SECTION I INTRODUCTION

1. BACKGROUND

New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) (“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 Facility in Cluster Nellore, Andhra Pradesh (the “Project”) may be awarded and as part of this endeavor, the Participating ULBs have decided to undertake development and operation/maintenance of the Waste to Energy (WtE) Processing Facility 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 Confirming Party, 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.

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

- (a) proper handling, processing and disposal of waste and conversion of MSW to Energy;
- (b) proper handling and scientific disposal of Residual Inert Matter generated from, or segregated at, the WtE Facility; and
- (c) mobilizing private sector investment and expertise for efficient management of solid waste in Nellore Cluster.

1.2 Project Description

The main features of the Project are set out below:

- (a) The Participating ULBs will grant to the Concessionaire a license to use the Project Site to develop, construct, operate, and maintain the Project Facilities, and ensure that the Concessionaire enjoys peaceful unencumbered access to and possession of the Project Site during the term of the Agreement.
- (b) The Concessionaire will be required to obtain approvals for the Project, including connectivity for delivery of electricity at the Interconnection Point.
- (c) The Concessionaire will design, construct, operate and maintain the Project Facilities, in accordance with the Agreement.
- (d) The Concessionaire will be required to achieve the COD of the WtE Facility within 24 (twenty-four) months from the Effective Date and shall operate and maintain WtE Facility for a period of 25 (twenty-five) years thereafter in accordance with the terms of the Agreement.

- (e) The Concessionaire shall develop and maintain a buffer zone (including a green belt) around the WtE Facility, in accordance with Applicable Laws.
 - (f) Assured Quantity of MSW will be transported at the Project Site by the Participating ULBs at their own cost.
 - (g) On each day during the O&M Period, the Concessionaire shall be capable of accepting MSW up to 110% (one hundred and ten per cent) of the Design Capacity and handing and processing the MSW up to the Design Capacity to generate electricity.
 - (h) The Concessionaire shall deliver the Residual Inert Matter at the Disposal Location.
 - (i) The Concessionaire shall supply electricity to the Offtaker in accordance with the terms of the PPA at the Applicable Tariff.
 - (j) The Concessionaire shall hand back the Project Site and the Project Facilities upon expiry or early termination of the Agreement, in accordance with the handover of Project Facilities specified in the Agreement.
 - (k) Before the Appointed Date, an Independent Engineer will be appointed to oversee the implementation and operation of the Project, in accordance with the Agreement.
- 1.3 The Authorized Representative is now inviting interested Companies to submit Bids to implement the Project.
- 1.4 The Selected Bidder is required to incorporate a special purpose vehicle (i.e., the Concessionaire) to implement the Project and such special purpose vehicle, Confirming Party and Participating ULBs will execute the Agreement, in the format provided.
- 1.5 The statements and explanations contained in this RFP are intended to provide the Bidders with an understanding of the subject matter of this RFP and the Project. Such statements and explanations should not be construed or interpreted as limiting in any way or manner:
- (a) the scope of the rights and obligations of the Concessionaire, which will be set out definitively in the Agreement; or
 - (b) the Authorized Representative's right to alter, amend, change, supplement or clarify the rights and obligations of the Concessionaire or the terms and conditions that will be set out in the Agreement, in accordance with this RFP.

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

2. BRIEF DESCRIPTION OF THE BID PROCESS

- 2.1 The Authorized Representative has adopted a single stage Bid Process for identification of the Selected Bidder for award of the Project, which is divided into two sub-stages.
- 2.2 The Bid Process will be conducted by way of e-procurement. All interested parties are required to register online on the e-Procurement Portal to submit a Bid for the Project.

- 2.3 The Bidders shall download the RFP from the e-Procurement Portal www.apecurement.gov.in. The RFP will appear on the e-Procurement Portal in the "Tenders" section and will be available only until the specified time on the Bid Due Date. The "Bidding Documents" includes the RFP, Concession Agreement, Power Purchase Agreement and 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. The Authorized Representative is not responsible for the completeness of the RFP if it is not downloaded directly from the e-Procurement Portal.
- 2.4 Each Bidder is required to submit a single Bid, which should consist of: (a) the Qualification Proposal; and (b) the Financial Proposal. The Qualification Proposal and Financial Proposal should be prepared and submitted in accordance with the instructions contained in this RFP.

2.5 Evaluation stages

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

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

In addition to the Earnest Money Deposit, the Bidders are required to pay an amount of INR 3,00,000/- as the Bid Document Fee through an (RTGS/NEFT transfer) to the following account:

Account Holder: New & Renewable Energy Development Corporation of Andhra Pradesh Limited. (NREDCAP),
Account Number: 52188926870,
IFSC Code: SBIN0012870,
Bank Name: State Bank of India,
Branch Name: Tadepalli Branch,
Branch Address: D.No. 12-455/24, NH-5, Tadepalli, Guntur District, Andhra Pradesh-522501.
Tel: 9000904866
Email: sbi.12870@sbi.co.in

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

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

2.10 **Bid Parameter**

The Project shall be awarded to the Preferred Bidder who has quoted the tariff corresponding to the least Bid Evaluation Criteria as explained in Clause 22.2. The Quoted Tariff to be quoted by Bidders in their Financial Proposals (on the e-Procurement Portal) shall include up to 2 (two) decimal places.

2.11 Subject to Clause 8.1(e), generally, the Preferred Bidder shall be the Selected Bidder. If the Preferred Bidder withdraws its Bid or is not selected for any reason, then the Authorized Representative may, in its discretion, invite the qualified Bidder with the next best quote to match the Bid of the Preferred Bidder. If such qualified Bidder matches the quote of the Preferred Bidder, then such qualified Bidder will be declared the Preferred Bidder. If such qualified Bidder fails to match the Bid of the Preferred Bidder, then the Authorized Representative may take any such measures as it may deem fit in the sole discretion of the Authorized Representative, including: (i) inviting the qualified Bidder with the next best quote to match the Bid of the Preferred Bidder; or (ii) annulling the entire Bid Process.

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

2.13 **e- procurement**

(a) The Bid Process will be conducted by way of e-tendering. In order to participate in the Bid Process, a Bidder must procure a digital signature certificate and register on the e-Procurement Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by the Controller of Certifying Authorities, GoI.

(b) In case of a Consortium, the Lead Member must register with the e-Procurement Portal, using the digital signature certificate issued in the name of the authorised signatory of the Lead Member.

(c) The Bidders are encouraged to visit the e-Procurement Portal to acquaint themselves with the process of submitting their Bids online.

(d) For the purposes of determining the cut-off time for submission of queries and Bids, the central server time displayed on the clock on the e-Procurement Portal will be followed by the Bidders and the Authorized Representative.

2.14 Any queries or requests for additional information relating to this RFP should be submitted on the e-Procurement Portal or sent to the Authorized Representative by e-mail to office@nredcap.in in on or before the time and date specified in the Bid Schedule. The communications must clearly bear the following subject line – DEVELOPMENT OF WASTE TO ENERGY FACILITY at Nellore, Andhra Pradesh on PUBLIC PRIVATE PARTNERSHIP BASIS.

2.15 The Authorized Representative shall endeavor to adhere to the following Bid Schedule:

| S. No. | Event | Date/Time |
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| 1. | Issue of RFP | 17.01.2025 6.00 PM |
| 2. | Pre-bid Meeting/Last date for submission of queries | 24.01.2025 11.00 AM |
| 3. | Last date for replies to queries | 31.01.2025 5.00 PM |
| 4. | Bid document download end date | 06.02.2025 11.00 AM |
| 5. | Bid Due Date (Bid Submission Deadline) | 06.02.2025 5.00 PM |
| 6. | Opening of Qualification Proposal | 07.02.2025 11.00 AM |
| 7. | Announcement of Qualified Bidders and opening of Financial Bids | 18.02.2025 3.00 PM |
| 8. | Issue of LoA to Selected Bidder | Shall be intimated later |

2.16 The bidders need to contact the Tender Inviting Authorized Representative: The VC & Managing Director, NREDCAP, for any information.

2.17 It is mandatory for all the participant bidders to electronically pay a Non-refundable Transaction fee to M/s APTS, the service provider through "Payment Gateway Service on e-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank and IDBI Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 05.07.2006. GST+ Bank charges on the transaction amount payable to M/S APTS shall be applicable.

2.18 The bidders need to register on the electronic procurement market place of Government of Andhra Pradesh i.e., www.tender.apecprocurement.gov.in. On registration in the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids online.

SECTION II ELIGIBILITY AND QUALIFICATION CRITERIA

3. ELIGIBILITY OF BIDDERS

3.1 Nature of Bidder

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

3.2 Lock-in Restrictions and Change in Control

- 3.2.1 If a Bidder (whether a single entity or Consortium) is identified as the Selected Bidder, it is required to incorporate a special purpose vehicle (i.e., the Concessionaire) to implement the Project.
- 3.2.2 The Selected Bidder shall hold at least 51% (fifty one percent) of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period.
- 3.2.3 If the Selected Bidder is a Consortium, then the Members are required to comply with the following conditions with respect to the Concessionaire:
 - (a) the Consortium shall cumulatively hold collectively 100% (hundred percent) of the total Equity Contribution and voting rights of the Concessionaire at all times until the fifth anniversary of the COD of the Project;
 - (b) without prejudice to Clause 3.2.3(a) above,
 - (A) the Lead Member shall hold not less than higher of (i) 51% (fifty one percent) of the total Equity Contribution and voting rights of the Concessionaire (ii) 5% (five percent) of the Total Project Cost for a period of 5 (five) years from the COD of the Project,

- (B) the Members of the consortium shall individually hold not less than 10% (ten percent) of the total Equity Contribution and voting rights of the Concessionaire for a period of 5 (five) years from the COD of the Project.

3.2.4 Notwithstanding anything to the contrary contained in Clause 3, Bidder may, within 10 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.

3.3 Conflict of Interest

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

- (a) is under common Control with any other Bidder, its Member or Associate; or
- (b) 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 3.3.1(b), 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 subclause (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;
- (c) is also a Member of another Bidder's Consortium; or
- (d) receives or has received any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders or their Associate; or
- (e) has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders for this Project; or
- (f) has a relationship with any of the other Bidders, directly or through common third parties, that puts either one or both of them in a position to have access to each

other's information that may influence the Bid of one or more of such Bidders, or influence the decisions of the Authorized Representative regarding the Bid Process; or

- (g) subject to Clause 26, submits more than one Bid for the Project (including through its Associates). This will result in the disqualification of all such Bids submitted by the Bidder and its Associates; or
- (h) has participated as a consultant or advisor in the preparation of the design of or technical specifications for the Project; or
- (i) has engaged any legal, financial or technical advisor of the Authorized Representative in relation to the Project for any matters related to or incidental to the Project. Provided that this disqualification shall not apply where such advisor was engaged by the Bidder, Member or its Associate but such engagement expired or was terminated 6 (six) months prior to the issuance of this RFP or where such advisor is engaged by the Selected Bidder/Concessionaire 1 (one) year after the COD or where such advisor provides any financial assistance to the Concessionaire for the Project.

3.4 **Fraud and Corrupt Practices**

- (a) Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, the Authorized Representative may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- (b) Will blacklist / or debar Bidder, either indefinitely or for a stated period of time, if at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
- (c) Without prejudice to the rights of the Authorized Representative under Clause 3.4(a) above, in the event that a Bidder is found by the Authorized Representative to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for qualification issued by the Authorized Representative for 5 (five) years, from the date such Bidder is found by the Authorized Representative to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- (d) For the purposes of this Clause 3.4, the following terms will have the meanings given to them below:
 - (i) **corrupt practice** means: offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authorized Representative who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters

relating to the Project or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the Authorized Representative, will be deemed to constitute influencing the actions of a Person connected with the Bid Process);

- (ii) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- (iii) **coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- (iv) **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by the Authorized Representative with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as defined in Clause 3.3); and
- (v) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

3.5 Other Eligibility Criteria

- (a) If a Bidder, including any Member or its Associate whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project, has been barred by the GoI, any state government, or any of their instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Bid Due Date, then such Bidder will not be eligible to submit a Bid.
- (b) If a Bidder or any Member or its Associate whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project is included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 (www.crossdebarment.org), then such Bidder will not be eligible to submit a Bid.
- (c) In the 3 (three) Financial Years immediately preceding the Bid Due Date, the Bidder, including any Member or its Associate whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has not:
 - (i) failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be;
 - (ii) been expelled from any project or contract by the GoI or any state government, or its instrumentalities; or
 - (iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.

- (d) If a Bidder or Member or its Associate has entered into a contract for operation of the e-Procurement Portal, which is currently valid and subsisting, then such Bidder and its Associates will not be eligible to submit a Bid.

3.6 Additional Conditions of Eligibility

The Office Memorandum prescribes certain conditions of eligibility for Bidders from countries which share land borders with India, except those countries to which GoI has extended lines of credit or in which the GoI is engaged in development projects. The conditions of eligibility for such Bidders are as below:

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

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

- (b) For the purpose of this Clause 3.6, "Bidder from a country which shares a land border with India" means:

- (i) an entity incorporated, established or registered in such a country; or
- (ii) a subsidiary of an entity incorporated, established or registered in such a country; or
- (iii) an entity substantially 'controlled' through entities incorporated, established or registered in such a country; or
- (iv) an entity whose 'beneficial owner' is situated in such a country; or
- (v) an Indian (or other) agent of such an entity; or
- (vi) a Consortium where any Member of the Consortium falls under any of the above provision of this sub-clause 3.6(b).

- (c) A "beneficial owner" for the purpose of sub-Clause 3.6(b) above will be the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a 'controlling ownership interest' or who exercises control through other means.

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

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

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

- (d) For the purpose of sub-Clause 3.6(b), an agent is a person employed to do any act for another, or to represent another in dealings with any third person.
- (e) All other provisions of the Office Memorandum (except para 11 of the Office Memorandum), whether or not expressly stated in this RFP, will be applicable to this tender and the aforesaid clauses will be interpreted in line with the Office Memorandum.

3.7 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 4

3.8 General Terms of Bidding Process:

- (a) 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.
- (b) 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.
- (c) 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 3.1(b),3.2.2 and 3.2.3 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.
- (d) This RFP is not transferable.
- (e) Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

- 3.9 Bidders will provide such evidence of their continued eligibility as the Authorized Representative may request at any time during or after the Bid Process.
- 3.10 If a Bidder is a Consortium, then the term "**Bidder**" as used in Clause 3.3 and Clause 3.4 shall include each Member of such Consortium, and the term "**Associate**" as used in Clause 3.3 and Clause 3.5 shall include Associates of each Member of the Consortium.
- 3.11 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. **QUALIFICATION CRITERIA**

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

4.1 **Technical Criteria**

For demonstrating experience in executing similar projects (the "Technical Capacity"), the Bidder needs to meet all the qualification criteria as mentioned below and the details are to be furnished in the Bid. To demonstrate its technical capacity and experience (**Technical Capacity**), the Bidder must have the following experience in order to be eligible to have its Financial Proposal evaluated:

- (a) The Bidder shall have experience as a **Technology Provider** i.e., the Bidder must have supplied equipment packages for WtE plants which are in operation for at least 85% of the time from their commissioning date over the last five financial years prior to Bid Due Date anywhere in the world for any of the following technologies. The Bidder must have supplied equipment packages to either one WtE project with a capacity of not less than 8 MW, or two WtE projects with a capacity of not less than 5 MW each, or three WtE projects with a capacity of not less than 4 MW each. Projects that are commissioned and are operational for at least 12 months prior to Bid Due Date shall only be considered.

The above-mentioned experience should be for any of the following technologies for conversion of waste to energy:

- (i) Mass Incineration/Mass Burn
- (ii) RDF processing
- (iii) Gasification/Pyrolysis
- (iv) Any other commercially proven technologies

(OR)

The Bidder shall have experience as **Developer /Operator** of WtE plants operating for at least 85% of the time from their commissioning date over the last five financial years prior to Bid Due Date anywhere in the world for any of the following

technologies. The bidder shall have successfully operated and maintained either one WtE project of capacity not less than 8 MW or two WtE projects of capacity not less than 5 MW or three WtE projects of capacity not less than 4 MW. Projects that are commissioned and are operational for at least 12 months prior to Bid Due Date shall only be considered.

The above-mentioned experience should be for any of the following technologies for conversion of waste to energy:

- (i) Mass Incineration/Mass Burn
- (ii) RDF processing
- (iii) Gasification/Pyrolysis
- (iv) 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 Annex 5A and Annex 5B, along with the undertaking from not more than three (3) Technology Providers who qualify the qualification criteria as per Clause 4.1 (a). 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)

- (b) The Bidder shall have an average waste handling experience of 1,75,000 tons 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:
 - (i) Processing
 - (ii) 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 8 MW will qualify as a Developer Experience (1) and Waste Handling experience (2) as well.

- (c) It is clarified that:
 - (i) to claim development/design and construction experience, the entity claiming experience should have been appointed as the principal contractor (i.e., the contractor hired directly by the owner of the project/entity developing the relevant Waste to Energy facility) and any other subcontractor experience is not permitted for claiming Technical Capacity;
 - (ii) the Bidder/Member may rely on the experience of its Associate(s) to

demonstrate the Technical Capacity;

- (iii) if any project used to demonstrate Technical Capacity was undertaken by the Bidder or any Member through an unincorporated joint venture, consortium or partnership, that project will be considered as experience of the Bidder or Member for the purposes of this section only if the capital expended by the Bidder or Member or payments received by the Bidder or Member, prior to the Bid Due Date, was at least 26% (twenty six per cent) of the total project/contract value, as evidenced by a statutory auditor's certificate;
- (iv) in case of a Consortium, if the Consortium seeks to demonstrate development experience of Waste to Energy facilities on the basis of more than 1 (one) such facility, then each of the Waste to Energy facility should have been developed by the same Member;
- (v) The Project shall comply with all the emission standards under SWM Rules, 2016 and any amendments/ revision thereto till date;
- (vi) subject to Clause 19.2, for certificates claiming technical experience, that are issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the certificate is being issued. However, the certificates provided by the Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if they carry a conforming apostille certificate.

Illustration: For avoidance of any doubts, the following illustration of Technical capacity is placed for clarification

| <i>Illustration Table 1</i> | |
|--|---|
| <i>Technical Capacity evaluation criteria</i> | <i>Minimum Threshold Requirement</i> |
| Technology Provider for WtE Plants for projects operational at least 85% of the time from their commissioning date over the last five financial years prior to Bid Due Date. Projects that are commissioned and are operational for at least 12 months prior to Bid Due Date shall only be considered. | at least one WtE project of capacity not less than 8 MW or two WtE projects of capacity not less than 5 MW or three WtE projects of capacity not less than 4 MW |
| OR | |
| Developer/Operator experience of WtE plants for projects operational at least 85% of the time from their commissioning date over the last five financial years prior to Bid Due Date. Projects that are commissioned and are operational for at least 12 months prior to Bid Due Date shall only be considered. | at least one WtE project of capacity not less than 8 MW or two WtE projects of capacity not less than 5 MW or three WtE projects of capacity not less than 4 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 prior to the signing of Concession Agreement & PPA | |

| <i>Illustration Table 1</i> | |
|--|----------------------------------|
| AND | |
| Total MSW Quantity handled in the last 3 financial years prior to Bid Due Date | 1,75,000 tonnes of MSW per annum |

4.2 Financial Criteria

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

- (a) The Bidder shall have a Net Worth of at least INR 20 Crore computed for Bid that the Bidder submits.

The computation of Net-Worth as per Clause 4.2 (b) 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.
- (b) It is clarified that:
- (i) 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)
- (ii) In case of a Single Entity Bidder, the Average Net Worth of the past 3 (three) financial years will be considered. In case of a Consortium, Consortium Net Worth 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.
- (c) A Bidder is permitted to rely on the Net Worth of its Associate(s), either wholly or in part, for demonstrating its Financial Capacity. Provided that, if a Bidder is relying on the financial credentials of its Associate to demonstrate the Financial Capacity, the Bidder shall be required to submit a board resolution of the Associate(s) whose financial credentials are being relied upon by the Bidder, resolving to undertake to invest the entire Equity Contribution committed by the Bidder (or in case of a Consortium, resolving to undertake to invest the proportionate share in the Equity

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

- (d) The calculation of the Net Worth must be based on the unconsolidated audited annual accounts in case of a Bidder and, if relevant, an Associate. Provided that if a Bidder is relying on its Associate's experience, in accordance with Clause 4.2 (c), where such Bidder Controls such Associate, then the Net Worth will be calculated based on the audited consolidated annual accounts of the Bidder.
- (e) The Net Worth requirement for demonstrating the Financial Capacity can also be met by the Bidder, as on the day not more than 7 (seven) days prior to the Bid Due Date. In order to meet this requirement, the Bidder must submit a certificate from a chartered accountant certifying the Net Worth on the date not more than 7 (seven) days prior to the Bid Due Date.
Provided that, if such Bidder is chosen as the Selected Bidder, the Bidder will submit the audited accounts for the period for which it submitted a chartered accountant certificate to certify the Net Worth prior to the Appointed Date. If the Net Worth according to such audited accounts does not meet the minimum Net Worth criteria, as the case may be, required in Clause 4.2 (a), then the Authority shall have the right to treat such event as a Concessionaire event of default and terminate the Agreement.
- (f) Subject to this Clause 4.2 (f), the calculation of Net Worth must be based on the audited annual accounts of the Bidder for the preceding Financial Years. If the annual accounts for the Financial Year immediately preceding the Bid Due Date are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. If the Bidder is unable to submit its provisional accounts for such Financial Year, the Bidders may submit the audited annual accounts for the Financial Year immediately preceding the last Financial Year. If the Bidder has submitted provisional annual accounts for the last Financial Year or audited annual accounts for the Financial Year immediately preceding the last Financial Year in accordance with this Clause 4.2 (f), the Bidder shall also submit an undertaking to the effect that:
 - (i) if it is chosen as the Selected Bidder, the Bidder will submit the audited annual accounts for the Financial Year immediately preceding the Bid Due Date prior to the Appointed Date; and
 - (ii) the Net Worth as per such audited annual accounts shall meet the minimum Net Worth criteria required in Clause 4.2 (a).

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

- (g) For the purposes of demonstrating the Financial Capacity, if Bidders provide financial data in currency other than INR, they must provide the Net Worth equivalent in Indian Rupees, calculated using the RBI Reference Rate for the relevant currency against INR, prevailing as of date 10 days prior to Bid Due Date.

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

Illustration: For avoidance of any doubts, the following illustration of Financial capacity is placed for clarification

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

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

for the purpose of evaluating Financial Capacity

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

SECTION III INSTRUCTION TO BIDDERS

PART A. GENERAL

5. Name of Work

- 5.1 Request for Proposal dated 17.01.2025 for selection of Development Partner for setting up Municipal Solid Waste (MSW) to Energy Processing Facility in Nellore, Andhra Pradesh

6. Scope of Bid

- 6.1 The scope of work will broadly include Design, Build, Finance, Operate and Transfer (DBFOT) of facilities and infrastructure.

(a) Construction and operation of Waste to Energy (WtE) Plants by the Concessionaire for Obligated Quantity of MSW.

(b) Disposal of the process remnants and inert materials by the Concessionaire

- 6.2 The VC & Managing Director, NREDCAP, invites tenders for the above work vide Lr.No. /SAC/MD/Waste to Energy/2024-25/D.No. 111/Dt: 23/10/2024. The Qualification proposals will be opened online by the Tender Inviting Authority, the VC & Managing Director, NREDCAP, at the time and date as specified in the tender documents. All the statements, documents, certificates, BG, etc., uploaded by the bidders will be downloaded for evaluation of Qualification Proposals. The clarifications, particulars if any required from the bidders will be obtained or in the conventional method by addressing the bidders. The Qualification Proposals will be evaluated against the specified parameters/ criteria, same as in the case of conventional tenders and the technically qualified bidders will be identified. The result of Qualification Proposals evaluation will be displayed on the e-Procurement Portal which can be seen by all the bidders who participated in the tenders. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended on online through corrigendum.

- 6.3 The Authorized Representative wishes to receive Qualification Proposal and Financial Proposal.

7. ACKNOWLEDGEMENT BY THE BIDDER

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

(a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by the Authorized Representative under this RFP and the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;

(b) received all relevant information requested from the 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;

(d) satisfied itself about all things, matters and information, necessary and required to

submit a Bid;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Authorized Representative, or a ground for termination of the Agreement;
- (f) satisfied itself regarding the suitability of the site conditions (including the identified substation) to undertake the Project;
- (g) satisfied itself regarding the terms and conditions of the PPA and the adequacy of the Quoted Tariff for sale of electricity generated from the Project;
- (h) agreed to be bound by the undertakings provided by it under and in terms of this RFP; and
- (i) acknowledged and agreed to be bound by the Office Memorandum and its subsequent amendments and clarifications.

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 relating to the RFP or the Bid Process.

8. RIGHTS OF THE AUTHORIZED REPRESENTATIVE

8.1 The Authorized Representative, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

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

assigning any reasons whatsoever to any Person, including the Bidders.

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

- 8.2 If the Authorized Representative exercises its right under this RFP to reject a Bid and consequently, the Preferred Bidder for the Project gets disqualified or rejected, then the Authorized Representative reserves the right to:
- (a) invite the qualified Bidder with the next best quote to match the quote offered by the Preferred Bidder (i.e., the Best Quote) and extend the validity of their Earnest Money Deposit (if required);
 - (b) if such qualified Bidder matches the quote of the Preferred Bidder, then such qualified Bidder will be declared the Preferred Bidder;
 - (c) if such qualified Bidder fails to match the Preferred Bidder's quote, then the Authorized Representative may take any such measures as it may deem fit in the sole discretion of the Authorized Representative, including: (i) inviting the qualified Bidder with the next best quote to match the Bid of the Preferred Bidder; or (ii) annulling the entire Bid Process.

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

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

- 8.4 Upon any disqualification, cancellation, or termination in accordance with this Clause 8, the Authorized Representative will not be liable in any manner whatsoever to the Bidder. Additionally, the Authorized Representative will have the right to forfeit and appropriate the Earnest Money Deposit or, as the case may be, appropriate an equivalent amount from the Performance Security if the Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the Authorized Representative as a result of such cancellation, disqualification, or termination. Such forfeiture will be without prejudice to any other right or remedy that the Authorized Representative may have under the RFP, the Agreement or applicable laws.

9. CLARIFICATIONS ON THE RFP

9.1 Clarifications and Queries

- (a) If a Bidder requires any clarification on or has any query in relation to the RFP may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarifications only received through post/mail.
- (b) The Authorized Representative shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. However, the Authorized Representative reserves the right to not respond to any query or provide any clarification, in its sole discretion. The Authorized Representative's responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders and shall be uploaded on the e-Procurement Portal.
- (c) The Authorized Representative may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the Authorized Representative shall be deemed to be part of this RFP. Should the Authorized Representative deem it necessary to amend the RFP as a result of a request for clarification, it will do so following the procedure under Clause 10.
- (d) It shall be the responsibility of the Bidders to check the e-Procurement Portal for the response to the queries or requests for clarifications. the Authorized Representative may, but shall not be obliged to, communicate with the Bidders by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- (e) Verbal clarifications and information given by the Authorized Representative or any other Person for or on its behalf shall not in any way or manner be binding on the Authorized Representative.

9.2 Pre-Bid Meeting and Site Visit

- (a) All interested Companies shall be invited to attend the Pre-Bid Meeting at NREDCAP, Tadepalli on the date and time mentioned in the Bid Schedule. The purpose of the Pre-Bid Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bid Process and the Project.
- (b) All interested Companies may nominate authorised representatives to participate in the Pre-Bid Meeting, by confirming the participation of its authorised representatives at the Pre-Bid Meeting at least 2 (two) days prior to the date of the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to office@nredcap.in.
- (c) During the course of the Pre-Bid Meeting, attendees will be free to seek clarifications and make suggestions to the Authorized Representative.
- (d) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of an interested Company from participating in the Bid Process.
- (e) 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.

10. AMENDMENT OF THE RFP

- 10.1 Up until the date that is mentioned in the Bid Schedule, the Authorized Representative may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing, amend the RFP by issuing an Addendum or an amended RFP and amended draft Agreement.
- 10.2 All Addenda/amendments will be issued on the e-Procurement Portal.
- 10.3 The Bidders are required to read the RFP with any Addenda/amendments that may be issued in accordance with this Clause 10.
- 10.4 Each Addendum/amendment will be binding on the Bidders.
- 10.5 Any oral statements made by the Authorized Representative or its advisors regarding the Bid Process, the RFP or on any other matter, shall not be considered as amending the RFP.
- 10.6 The Authorized Representative will assume that the information contained in the Addendum/amendments will have been taken into account by the Bidder in its Bid. The Authorized Representative assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

11. AVAILABILITY OF INFORMATION

- 11.1 The information relating to or in connection with the Project, the Bid Process and this RFP, including all notices issued by the Authorized Representative to all Bidders in accordance with this RFP; queries and responses or clarifications and any Addenda will be uploaded on the e-Procurement Portal.
- 11.2 All such information will be made available for review by the Bidders until the Bid Due Date.
- 11.3 If a Bidder faces any technical issue or technical error in accessing the e-Procurement Portal, the Bidder may seek assistance from the Authorized Representative by sending an e-mail request to office@nredcap.in, at any time prior to the Bid Due Date.
- 11.4 Bidders shall contact Vupadhi Techno Services Pvt. Ltd for all queries related to bid submission on the e- Procurement platform. HELP DESK of Vupadhi Techno Services Pvt. Ltd, Flat No:407, 4th Floor, Sreeram's Sneha Avenue, Near Aravinda School, Kunchanpalli, Tadepalli Mandal, Guntur District-522501. Phone: 08645-243670/71/72/73/74 and Mobile: 7337318402/403.

12. CORRESPONDENCE WITH BIDDERS

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

13. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

13.1 Proprietary Data

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

13.2 Confidentiality Obligations of the Authorized Representative

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

- (a) such publication is contemplated under this RFP;
- (b) such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the Authorized Representative or the Bidder on matters arising out of or in connection with the Bid Process;
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the Authority or as may be required by law (including under the Right to Information Act, 2005); or
- (e) in connection with any legal process.

14. GOVERNING LAW AND JURISDICTION

14.1 Governing Law

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

14.2 Exclusive Jurisdiction

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

15. VALIDITY OF THE BIDS

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

- 15.2 During the above-mentioned period no plea by the bidder for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- 15.3 In exceptional circumstances, prior to the expiry of the Bid validity period, the Authorized Representative may request Bidders to extend the Bid validity period. A Bidder may choose to accept or reject the Authorized Representative's request for extension of the Bid validity period. If the Bidder agrees to an extension of the Bid validity period, the Bidder shall also extend the validity of the Earnest Money Deposit accordingly. If the Bidder does not accept the Authorized Representative's request for extension of the Bid validity period, then the Authorized Representative will return the Earnest Money Deposit of such Bidder no later than 30 (thirty) days after the expiry of the original Bid validity period.

PART B. EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY

16. EARNEST MONEY DEPOSIT

- 16.1 The Bidder shall furnish as part of its Bid, an earnest money deposit for the Project (**Earnest Money Deposit**). The Earnest Money Deposit shall be for an amount equivalent to INR 20,00,000/- per MW of Quoted Capacity.
- 16.2 The Bidder shall provide the Earnest Money Deposit in the form of an unconditional, irrevocable, and on-demand bank guarantee issued by a Scheduled Bank. The bank guarantee for the Earnest Money Deposit shall be issued in favour of the “NREDCAP”, the Authorized Representative payable at Tadepalli, Guntur District and in the format set out in **Annex 8**.
- 16.3 The Earnest Money Deposit shall remain valid for a period of 30 (thirty) days beyond the Bid validity period specified in Clause 15 (inclusive of claim period), as may be extended in accordance with Clause 15.2.
- 16.4 The Earnest Money Deposit 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 the EMD of Bidders will be returned no sooner the tenders are finalized or end date of the Tender validity period whichever is earlier.

The Earnest Money Deposit of the Selected Bidder will be returned upon the Selected Bidder furnishing the Performance Security in accordance with Clause 17. If the Earnest Money Deposit is scheduled to expire prior to the submission of the Performance Security by the Selected Bidder, then the Selected bidder need to extend the Bank Guarantee.

- 16.5 The Earnest Money Deposit shall be forfeited and appropriated by the Authorized Representative as mutually agreed genuine pre-estimated compensation and damages payable to the Authorized Representative, without prejudice to any other right or remedy that may be available to the Authorized Representative hereunder or otherwise, under the following conditions:
- (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3.4;
 - (b) if a Bidder is disqualified in accordance with, Clause 3.2 (*Lock-in Restrictions and Change in Control*), Clause 3.3 (*Conflict of Interest*), Clause 3.5 (*Other Eligibility Criteria*), and Clause 8.3 (*Rights of the Authorized Representative*);
 - (c) if a Bidder withdraws its Bid; or
 - (d) if a Bidder is selected as the Selected Bidder and it fails, within the specified time limit, to:
 - (i) sign and return, as acknowledgement, the duplicate copy of the LOA, in accordance with Clause 31;
 - (ii) furnish the Performance Security, in accordance with Clause 17;
 - (iii) fulfil any other condition precedent to the execution of the Agreement; or

- (iv) fails to execute or cause the Concessionaire to execute the Agreement, in accordance with Clause 32.

17. PERFORMANCE SECURITY

- 17.1 **Performance Security during Construction:** The Selected Bidder selected shall form a SPV and submit Construction Performance Security in the form of a bank guarantee in favor of the Lead ULB for a value of INR 50,00,000/- per MW of Quoted Capacity (INR Fifty Lakhs per MW) for Project within 30 (thirty) 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 the Project according to Article 9 of the Concession Agreement with valid for a period of 120 days over and above the date of COD .
- 17.2 **Performance Security during Operation and Maintenance:** The Selected Bidder selected shall form a SPV and submit Construction Performance Security in the form of a bank guarantee in favor of the Lead ULB for a cumulative value of INR 50,00,000/- per MW of Quoted Capacity (INR Fifty Lakhs per MW) for Project within 45 days of achieving COD. The O&M Security may have an initial validity period of 1 (one) year and must be renewed on a year-on-year basis, before the expiry of the 11th (eleventh) month of the relevant year, until the expiry of the Concession Period. It may be noted that the SPV shall submit the Performance Security for the Project according to Article 9 of the Concession Agreement.
- 17.3 If the Selected Bidder fails to furnish the Performance Security in accordance with this Clause 17 on or before the execution of the Agreement, then the Authorized Representative shall have the right to appropriate the Earnest Money Deposit of the Selected Bidder which shall be forfeited in accordance with Clause 16.5(d)(ii).

PART C. PREPARATION AND SUBMISSION OF BIDS

18. NUMBER OF BIDS

Subject to Clause 26, a Company shall be permitted to submit only 1 (one) Bid for the Project, either individually or as a Member of a Consortium. A Company applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any other Consortium, as the case may be. A Company which submits or participates in more than 1 (one) Bid for the Project shall cause all the Bids with the Company's participation to be disqualified.

19. LANGUAGE OF BIDS AND CORRESPONDENCE

- 19.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the Authorized Representative shall be in English.
- 19.2 Any document furnished by the Bidder may be in another language, as long as such document is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall take precedence. If any document submitted by a Bidder is in a local language, then the English translation must be certified by an advocate and notarised. If any document submitted by a Bidder is in a foreign language, then the English translation must be certified by the embassy/consulate/high commission of the relevant foreign country in India or the Ministry of Foreign/External Affairs or any other relevant ministry empowered to certify such English translations in the foreign country where the project is situated. Supporting materials which are not translated into English or certified/notarised in accordance with this Clause 18.2 may not be considered by the Authorized Representative.
- 19.3 **Interpretation:** In interpreting these conditions, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The documents forming the Contract shall be interpreted in the following order of priority i.e Agreement, Letter of Acceptance (notice to proceed with the works), Qualification Proposal and Any other document listed as forming part of the Contract.

20. BID DUE DATE

- 20.1 The Bid shall be submitted on or before the date, time and at the place specified in the Bid Schedule.
- 20.2 The Authorized Representative may, at its discretion and for any reason, extend the Bid Due Date for all Bidders by issuing an Addendum in accordance with Clause 10, in which case all rights and obligations of the Authorized Representative and the Bidders will thereafter be subject to the Bid Due Date as extended.
- 20.3 Bids received by the Authorized Representative after the specified time on the Bid Due Date will not be eligible for consideration and will be summarily rejected.

21. QUALIFICATION PROPOSAL

21.1 The bidder shall submit all the supporting documents for each Annex included in the Qualification Proposal. The Qualification Proposal submitted by a Bidder shall comprise the following:

- (a) bid letter in the format set out in **Annex 1**;
- (b) description of the Bidder/Members in the format set out in **Annex 2**;
- (c) power of attorney in the format set out in **Annex 3A**, executed by the Bidder or the Lead Member authorizing the signatory of the Bid to commit the Bidder;
- (d) certificate issued by the statutory auditor of the Bidder or Member, in the format set out in **Annex 4**, certifying the Net Worth of the Bidder or Member or Associate, as the case may be, and compliance with other financial qualification criteria specified in Clause 4.2;
- (e) if applicable, certificate issued by a statutory auditor certifying the relationship of the Bidder (or in case of a Consortium, the relevant Member) with the Associate(s) whose:
 - (A) experience is being relied upon to demonstrate Technical Capacity; and/or
 - (B) Net Worth is being relied upon to demonstrate Financial Capacity, in the format set out in **Annex 6**;
- (f) details of the Waste to Energy facility(ies) for which the Bidder is claiming Technology Provider experience, certified by the statutory auditor/client in the format specified in **Annex 5A**;
- (g) details of the Waste to Energy facility(ies) for which the Bidder is claiming Development, O&M experience, details of Eligible Projects for Waste Handling Experience and Details of Eligible Projects for PPP Experience certified by the statutory auditor/client, in the format specified in **Annex 5B**;
- (h) if applicable, a certificate from its statutory auditor certifying the percentage of the cost (of the total project cost) expended/received by the Bidder or in case of a Consortium, the relevant Member, in developing the Waste to Energy facility(ies) in the format set out in **Annex 7**;
- (i) bank guarantee for Earnest Money Deposit in the format set out at **Annex 8**;
- (j) unconsolidated audited annual accounts of the Bidder (including profit and loss statements) and Associate(s) (if applicable) for the Financial Year immediately preceding the Bid Due Date. If the Bidder is relying on the Financial Capacity of an Associate where it Controls such Associate, then audited consolidated annual accounts of the Bidder should be submitted;
- (k) self-attested copies of the certificate of incorporation, memorandum of association and articles of association. If the Bidder is a Consortium, then each Member shall submit self-attested copies of its certificate of incorporation, memorandum of association and articles of association;
- (l) a UTR Receipt evidencing the transfer of INR 3,00,000/- as the Bid Document Fee to the account of the New & Renewable Energy Development Corporation of Andhra Pradesh Limited. (NREDCAP) (as set out in Clause 2.8);

- (m) if required as per Clause 3.6 above, a certificate required under the Office Memorandum, in the format set out in **Annex 10**; and
- (n) if applicable, a board resolution of the Associate(s) whose financial credentials are being relied upon by the Bidder, resolving to undertake to invest the entire Equity Contribution committed by the Bidder (or in case of a Consortium, resolving to undertake to invest the proportionate share in the Equity Contribution committed by the relevant Member) and to submit the bank guarantees required under the Project Agreements, in case the Bidder fails to do so.
- (o) Emission standards set out in **Annex 12**
- (p) Supporting documents to verify the operational status of the WtE projects as per the clause 4.1 (a) and 4.1 (b) under Technical criteria.

21.2 If the Bidder is a Consortium, then in addition to the documents set out above, it will be required to submit the following documents:

- (a) Power of attorney in the format set out at **Annex 3B**, executed by the Members of the Consortium authorizing the Lead Member of the Consortium to act on behalf of and commit the Consortium; and
- (b) Joint bidding agreement in the format set out at **Annex 9**.

21.3 The strength of the Bidder's Qualification 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 Concession Agreement)
- (c) Land requirement for setting up the WtE Plant and Scientific Landfill

21.4 The Authorized Representative reserves the right to seek additional information to verify the Bid and establish compliance with tender conditions.

22. FINANCIAL PROPOSAL

22.1 Financial Proposal:

- (a) Financial Proposal shall comprise of the following:
 - I. Quoted Tariff for the first Financial Year (T) in INR/kWh having 3 components (A, B & C)
 - II. Quoted Capacity of the Plant in MW at the Interconnection Point
 - III. 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 INR 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:

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

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. Ms. No. 571. Revenue (Assignment. I) Department dated 14.09.2012. In case, Lead ULB fails to allocate land to the developer and developer comes forward with own land for establishing project, then this component does not arise, as land cost can be added to cost of project and need not pay any rental to Lead ULB.

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

- (b) The Quoted Tariff (along with the three components) shall be provided in INR/kWh up to two (2) decimal places and Quoted Capacity up to two (2) decimal places in MW
- (c) The Bidder has to specify the cluster that he is bidding for
- (d) Financial Proposal must be strictly as per the format given in Annex 11 else the Bids will be summarily rejected.

22.2 Evaluation of the Financial Proposal

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

To evaluate the Financial Proposal, Bid Evaluation Criteria would be the sum of A and B as defined in Clause 22.1. The Bidder is required to submit the total sum of components A and B of the Quoted Tariff on the e- Procurement Portal during Financial Proposal (Price Bid) submission. 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.

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 | 5.00 | 1.20 | 0.80 | 6.20 | K will be selected Bidder on the basis of the least Bid Evaluation Criteria |
| K | 5.25 | 0.90 | 0.30 | 6.15 | |
| L | 6.00 | 0.80 | 0.20 | 6.80 | |
| M | 5.50 | 0.70 | 0.50 | 6.20 | |

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

Considering,

- INR 1,00,000 / acre (INR 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. Ms. No. 571. Revenue (Assignment. I) Department dated 14.09.2012
- Quoted Capacity - 1 MW and PLF-75%

22.3 Terms of Tariff Payment

(a) The Payable Tariff in the first Financial Year shall be computed as follows:

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

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:

Nellore: For 604 TPD, assuming 10 MW with a land requirement of 15 acres.

Basic Value of Land = INR 10 lakhs/ acre

Land lease rental for the first Financial Year = 10% * INR 10 lakhs/acre = INR 1,00,000 per acre

$$C' = 0.001522 * \text{Basic Value of Land in INR lakhs/acre} * \text{Normative Land requirement in acres} / (\text{Normative Capacity in MW})$$

$$= 0.001522 * 10 * 15 / 10$$

$$= 0.02$$

Therefore, C' = INR 0.02/ 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 _{FY1} (T ₁) | 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. Ms. No. 571. Revenue (Assignment. I) Department dated 14.09.2012 |

(b) The Financial Proposal should be furnished in the format at **Annex 11**, 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.

(c) In case the Preferred 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 Preferred Bidder. In the event that none of the other Bidders match the Bid of the Preferred 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.

(d) 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.

22.4 Escalation of Tariff and Payable Tariff

Say T1 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:

| Financial Year | Payable indexed fixed tariff (TFi) in INR/kWh | Payable indexed variable tariff (TVi) in INR/kWh | Payable Tariff (TFi + TVi) in INR/kWh |
|----------------|---|---|---------------------------------------|
| 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,

Ti is the Payable Tariff for the ith 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.

²WPIi shall mean the Wholesale Price Index (WPI) for all commodities for the Financial Year i, where $0 \leq i \leq 25$ and revision shall be done annually on the start of each Financial Year to reflect the variation in WPI.

Illustration:

Say, T1 = INR 6/kWh and COD is 1st 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:

| FY | Payable indexed fixed tariff (TFi) in INR/kWh | Payable indexed variable tariff (TVi) in INR/kWh | Payable Tariff (TFi+TVi) in INR/kWh |
|----|---|---|-------------------------------------|
| 1 | $TF1 = 6 * 60\% = 3.6$ | $TV1 = 6 * 40\% = 2.4$ | $T1 = 6.00$ |
| 2 | $TF2 = 3.6 * (1 - 2\% * 183/365) = 3.56$ | $TV2 = 2.4 * [1 + (143.32 - 130.81) / 130.81 * 183/365] = 2.51$ | $T2 = 6.08$ |
| 3 | $TF3 = 3.564 * (1 - 2\%) = 3.49$ | $TV3 = 2.515 * [1 + (156.13 - 143.32) / 143.32] = 2.74$ | $Ti = 6.24$ |

² As published by Office of the Economic Adviser (http://www.eaindustry.nic.in/display_data.asp)

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.

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.

22.5 **Process to be Confidential**

- (a) Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced by the tender accepting authority. Any effort by a Bidder to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
- (b) No Bidder shall contact the Tender Inviting Authority, the VC & Managing Director, NREDCAP or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, VC & Managing Director, NREDCAP it should do so in writing.
- (c) Before recommending/ accepting the tender, the tender recommending/ accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest bidder shall be called for.

22.6 If a Bidder quotes more than 1 (one) figure for the Quoted Tariff, then the Financial Proposal of such Bidder will be deemed to be non-responsive.

23. **COST AND CURRENCY OF BIDS**

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

23.2 All amounts in the Bid should be stated in Indian Rupees.

24. **SIGNING OF BIDS**

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

24.2 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Bidder, in which case all such shall be initialed by the person signing the Tender.

24.3 No alteration which is made by the bidder in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will

be recognized; and, if any such alterations are made the tender will be void.

25. MARKING, SEALING AND SUBMISSION OF BIDS

- 25.1 The bidders who are desirous of participating in e-procurement shall submit their Qualification proposal, Financial proposal etc., through online in the standard prescribed in the tender documents, displayed at e-Procurement Portal. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the e- market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
- 25.2 Submission of Hard Copies: As per the G.O.Ms. No. 174, Irrigation & CAD (PW-Reforms) Department, dated: 01-09-2008, and as per G.O. MS. No. 50, WATER RESOURCES (REFORMS) DEPARTMENT, dt.15-10-2020, Submission of original Hard Copies of the uploaded scan copies of BG towards EMD by participating bidders to the tender Inviting authority before opening of the price bid be dispensed forthwith. All the bidders shall invariably upload the scanned copies of BG in e- Procurement system and this will be the primary requirement to consider the bid as responsive. The Authorized Representative shall carry out the Qualification proposal evaluation solely based on the uploaded certificates/documents, BG towards EMD in the e-procurement system and open the price bids of the responsive bidders. The Department will notify the preferred bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to entering into agreement.
- 25.3 The Preferred bidder shall invariably furnish the original BG towards EMD, certificates/ documents of the uploaded scanned copies to the Tender Inviting Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Authorized Representative will not take any responsibility for any delay in receipt/ non-receipt of original BG towards EMD, certificates/documents, from the Preferred bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the BG towards EMD and all other certificates / documents uploaded by the bidder in eProcurement system in support of the qualification criteria before concluding the agreement.
- 25.4 If any Preferred bidder fails to submit the original Hard Copies of uploaded certificates/ Documents, BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the Preferred bidder will be suspended from participating in the tenders one-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/ recommendation by the Tender Inviting Authority in the system. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e-procurement platform website.
- 25.5 The bidder shall mandatorily pay the transaction fee to APTS through the electronic payment Gateway.
- 25.6 The bidders shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

25.7 The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-procurement platform.

26. SUBSTITUTION AND MODIFICATION OF BIDS

26.1 No Bid can be substituted or modified by the Bidder on or after the Bid Due Date. If a Bidder submits a modified Qualification Proposal and/or Financial Proposal at any time prior to the Bid Due Date, then the Authorized Representative shall consider: (i) the Qualification Proposal submitted later in time; and (ii) the Financial Proposal with the Best Quote for the purpose of evaluation of Bids.

26.2 The Bidder may modify its Bid prior to the Bid Due Date by uploading a scanned copy of a letter addressed to VC & Managing Director, NREDCAP.

26.3 Any modification to the Bid or additional information supplied after the specified time on the Bid Due Date, unless such additional information has been expressly sought for by the Authorized Representative, will be disregarded.

26.4 No Bidder shall be allowed to withdraw its Bid at any time after its submission.

PART D. OPENING AND EVALUATION OF BIDS

27. OPENING OF BIDS

27.1 The Authorized Representative will open only those Bids that are submitted on or before the specified time on the Bid Due Date. If any Bid is received after the specified time on the Bid Due Date, it will be rejected.

27.2 The Authorized Representative will open the soft copy of the Qualification Proposals at the time, date and place specified in the Bid Schedule.

The Bidders can also view the summary of opening of Bids by logging on to the e-Procurement Portal.

27.3 Once all the Qualification Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Qualification Proposals is set out in Clause 28.

27.4 Once the Qualification Proposals have been evaluated, all Bidders whose Qualification Proposals meet the Eligibility Criteria and the Qualification Criteria, will be informed of a date, time and place for opening of their Financial Proposals. The procedure for evaluation of the Financial Proposals is set out in Clause 29.

27.5 The 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 Bid Process or selection will be given.

27.6 Any information contained in a Bid will not in any manner be construed as binding on the Authorized Representative, its agents, successors or assigns; but will be binding on the Bidder.

28. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF QUALIFICATION PROPOSALS

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

28.2 Prior to evaluation of the Qualification Proposals, the Qualification Proposals will be evaluated to determine responsiveness to the RFP. A Qualification Proposal, shall be considered responsive only if:

- (a) the Qualification Proposal and all documents specified in Clause 21 are received in the prescribed formats;

- (b) the Bid is uploaded by the specified time on the Bid Due Date;
- (c) it is signed, marked and uploaded as stipulated in Clauses 24 and 25;
- (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
- (e) it does not contain any condition or qualification.

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

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

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

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

29. EVALUATION OF FINANCIAL PROPOSALS

29.1 The Authorized Representative shall open the Financial Proposals of only the qualified Bidders at the time to be specified in the Bid Schedule. If there is only 1 (one) qualified Bidder, the Authorized Representative may, at its sole discretion, decide to open this Bidder's Financial Proposal.

29.2 The Authorized Representative shall open the Financial Proposal of each qualified Bidder online on the e-Procurement Portal.

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

- (a) the Bidder has populated the Financial Proposal format provided on the e-Procurement Portal, in accordance with the instructions provided on the e-Procurement Portal;
- (b) the Financial Proposal is not affected by the condition specified in Clause 22.6 of this RFP.

29.4 The Authorized Representative shall notify a qualified Bidder whose Financial Proposal is found to be non-responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project.

- 29.5 The Authorized Representative shall, for each qualified Bidder that has submitted a responsive Financial Proposal, tabulate the Quoted Tariff.
- 29.6 Once the Quoted Tariff for each qualified Bidder that has submitted a responsive Financial Proposal has been tabulated, the Authorized Representative shall rank the qualified Bidders based on the Quoted Tariff. The qualified Bidder with the Best Quote will be the Preferred Bidder.
- 29.7 If the Quoted Tariff quoted by 2 (two) or more qualified Bidders is the same, then such qualified Bidders will be asked to provide their best and final offer. The best and final offer quoted by the qualified Bidders should be lower than the original Quoted Tariff quoted by them and the qualified Bidder offering the most advantageous best and final offer, i.e., the Best Quote shall be the Preferred Bidder.
- 29.8 If the Preferred Bidder is disqualified or rejected for any reason whatsoever, then the procedure set out in Clause 8.2 shall follow.
- 29.9 The Authorized Representative may issue a letter to invite the Preferred Bidder for negotiations, provided such negotiations shall not result in any increase in the Quoted Tariff initially quoted by the Preferred Bidder.

30. CLARIFICATION ON BIDS

- 30.1 To facilitate evaluation of the Bids, the Authorized Representative may, in its sole discretion, seek clarifications and/or any additional information from any Bidder regarding its Bid (including if the Bid is not signed, marked and sealed in accordance with Clauses 24 and 25). Such clarification(s) will be provided within the time specified by the Authorized Representative for this purpose. Any request for clarification(s) and all responses to such clarification(s) will be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Authorized Representative will not be considered.
- 30.2 If a Bidder does not provide clarifications and/or any additional information sought under Clause 30.1 within the prescribed time, its Bid may be liable for rejection. If 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 will be barred from subsequently questioning such interpretation of the Authorized Representative.

PART E. AWARD OF PROJECT

31. LETTER OF AWARD (LOA)

- 31.1 After declaration of the Preferred Bidder, the Authorized Representative will, within 60 days, issue the LOA to the Preferred Bidder in duplicate:
- (a) declaring it as the Selected Bidder;
 - (b) accepting its Financial Proposal after getting APERC approval for tariff;
 - (c) requesting it to sign and return, as acknowledgement, a copy of the LOA within 15 (fifteen) days of issuance of the LOA, indicating the date on which it will cause the Concessionaire to execute the Agreement, which in no event shall be later than 30 (thirty) days from the date of the LOA;
 - (d) requesting it to submit the Performance Security in accordance with Clause 17; and
 - (e) requesting it to incorporate the Concessionaire to implement the Project.
- 31.2 If the Selected Bidder fails to return a duly signed copy of the LOA to the Authorized Representative within 15 (fifteen) days of issuance of the LOA, then the Authorized Representative may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA, and forfeit the Earnest Money Deposit. If the Authorized Representative elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 8.2 shall follow.

32. EXECUTION OF THE CONTRACT

- 32.1 The Authorized Representative shall, within 15 (fifteen) days of the acceptance of the LOA by the Selected Bidder provide the Selected Bidder with the final execution draft of the Agreement. The Concessionaire incorporated by the Selected Bidder or the Selected Bidder, as the case may be, shall execute the Agreement in the draft form provided by the Authorized Representative.
- 32.2 If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Agreement provided by the Authorized Representative under Clause 32.1, the Authorized Representative may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the Authorized Representative elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 8.2 shall follow.
- 32.3 Subject to Clause 31.2, upon satisfaction of the conditions specified in Clause 31.1 and any other conditions specified in the LOA, the Concessionaire incorporated by the Selected Bidder or the Selected Bidder, as the case may be, shall execute the Agreement within 30 (thirty) days from the date of issuance of the LOA.
- 32.4 If the Concessionaire or Selected Bidder, as the case may be, fails to execute the Agreement within the timeline specified in Clause 32.3, the Authorized Representative may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Earnest Money Deposit. If the Authorized Representative elects to disqualify such Bidder and revoke the LOA, then the

procedure set out in Clause 8.2 shall follow.

- 32.5 If the Authorized Representative fails to execute the Agreement within the timeline specified in Clause 32.3 or elects to revoke the LOA (other than due to reasons attributable to the Selected Bidder), then the Authorized Representative shall return the Earnest Money Deposit to the Selected Bidder within an additional 30 (thirty) day period.

ANNEXES

ANNEX 1

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

Date: [●]

Place: [●]

To,
The Vice Chairman & Managing Director,
New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)
Regd.Office:12-46/5/1, River Oaks Apartment,
CSR Kalyana Mandapam Road, Tadepalli,
Guntur District, AP – 522501.
Tel.: 0863-2347650/51/52/53

Sub: Bid for Development of a Waste to Energy Facility at Nellore, Andhra Pradesh on a PPP basis

Ma'am/Sir,

Please find enclosed our Qualification Proposal in respect of the above-mentioned project and complying with the Request for Proposal (**RFP**) issued by the New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) (**the Authorized Representative**) dated [●].

We hereby confirm the following:

1. The Qualification Proposal is being submitted by _____ *[name of the Bidder/Lead Member]*, who is the Bidder/Lead Member of the Consortium [comprising _____ *[mention the names of the entities who are Members]*], in accordance with the terms and conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFP issued by the Authorized Representative. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Bid.
3. We acknowledge that the Authorized Representative will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for implementing the Project, and we certify that all information provided in the Bid and the Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
4. The information submitted with respect to our Qualification Criteria is complete, and strictly as per the requirements stipulated in the RFP. We would be solely responsible for any errors or omissions in our Bid.
5. We shall make available to the Authorized Representative any additional information it may require to supplement or authenticate the Bid.
6. We acknowledge the right of the Authorized Representative to reject our Bid without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We acknowledge the right of the Authorized Representative to not award the Project without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right

- to challenge the same on any account whatsoever.
8. We certify that in the 3 (three) Financial Years immediately preceding the Bid Due Date, we or any Member of our Consortium or any of our Associate(s) whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has not been affected by any of the following circumstances:
 - (i) having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;
 - (ii) having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;
 - (iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
 - (iv) having been declared by a court or other competent authority as being unable to pay its debts or having had the repayment of its debts suspended; or
 - (v) having been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (a) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, officers or managers; or
 - (b) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.
 9. We certify that in the 3 (three) Financial Years immediately preceding the Bid Due Date, we or any Member of our Consortium or any of our Associate(s) whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the Project has not been affected by any of the following circumstances:
 - (i) the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be, on account of failure to perform any contract;
 - (ii) been expelled from any project or contract by the GoI or any state government, or its instrumentalities; or
 - (iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.
 10. We certify that we or any Member of our Consortium or any of our Associate(s) whose Technical or Financial Capacity is being relied upon to qualify for award of the Project have not entered into a contract for operation of the e-Procurement Portal, which is currently valid and subsisting.
 11. We certify that we or any Member of our Consortium or any of our Associate(s) whose Technical or Financial Capacity is being relied upon to qualify for award of the Project has not been barred by GoI or any state government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Bid Due Date.
 12. We declare that:
 - (a) we have examined and have no reservations to the RFP and do not seek any deviations to the RFP, including any Addendum issued by the Authorized Representative;
 - (b) we do not have any Conflict of Interest in accordance with Clauses 3.3 of the RFP;
 - (c) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authorized

Representative; and

- (d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP and submission of the Bid, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
13. We declare and confirm that we have read Clause 3.6 of the RFP and agree to comply with the eligibility requirements set out therein to participate in this tender. Accordingly, we have also enclosed all necessary certificates (including the certificate as per the format set out in **Annex 10**) in support of the aforesaid compliance under the Office Memorandum and the RFP. We undertake to agree and confirm that, in the event of us being declared as the Selected Bidder, if any of the statements or documents submitted in this regard are found to be false, incorrect or misleading, the Authorized Representative will be entitled to take appropriate action as it deems necessary.
 14. We understand that the Authorized Representative may cancel the Bid Process at any time and that the Authorized Representative is neither bound to accept any Bid that it may receive nor to invite the Bidders to submit a Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 8 of the RFP.
 15. The [Bidder/ Consortium of which we are the Lead Consortium Member] satisfies the legal requirements and in our opinion by itself/along with its Members and Associates meets all the Qualification Criteria and Eligibility Criteria laid down in the RFP.
 16. We declare that we and our Associates are not submitting separate Bids for the Project.
 17. Subject to Clause 26 of the RFP, we declare that we are not submitting more than 1 (one) Bid for the Project.
 18. We certify that in regard to matters other than security and integrity of the country, we or any Member [or our Associate(s)] have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.
 19. We further certify that in regard to matters relating to security and integrity of the country, we or any Member [or our Associate(s)] have not been charge-sheeted by any agency of the state or convicted by a court of law.
 20. We further certify that no investigation by a regulatory authority is pending either against us or against any Member or against our CEO or any of our directors/managers/employees [or our Associate(s)], which could have a material adverse effect on our ability to undertake the Project.
 21. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of the RFP, we shall inform the Authorized Representative of the same immediately.
 22. In the event of us being declared as the Selected Bidder for the Project, we agree to incorporate a special purpose vehicle, which will enter into the concession agreement provided by the Participating ULBs. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
 23. We agree and undertake to abide by all the terms and conditions of the RFP.
 24. We have studied the RFP and all the information carefully. We understand that except to the extent expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authorized Representative or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.
 25. [A power of attorney, by all Members of the Consortium, appointing the Lead Member and authorizing the Lead Member to sign the Bid on behalf of all Members is included as part of the Bid.]
 26. A Power of Attorney from the [Bidder/Lead Member] authorizing the undersigned as the authorised representative, and signatory who is authorised to perform all tasks, including

provide information, respond to queries, enter into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Bid.

27. We certify that we have the Technical Capacity and Financial Capacity to undertake the Project.
28. We agree and understand that the Bid is subject to the provisions of the RFP. In no case, we shall have any claim or right against the Authorized Representative if the Project is not awarded to us or our Bid is not opened.
29. We have submitted all the relevant information as per the formats specified in the RFP, along with the requisite Earnest Money Deposit and Bid processing fee.
30. Our Bid shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

For and on behalf of :

Signature :
(Authorised Representative and Signatory)

Name of the Person :

Designation :

ANNEX 2

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

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

| S. No. | Name of Member | Proposed percentage holding in the total Equity Contribution of the Concessionaire |
|--------|----------------|--|
| 1. | | |
| 2. | | |
| 3. | | |

ANNEX 3A

FORMAT OF POWER OF ATTORNEY AUTHORISING THE SIGNATORY OF THE BID

(on stamp paper)

Know all men by these presents, We [*name of the Company and address of the registered office*] do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (*name*),and presently residing at....., who is presently employed with us/the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for a Waste to Energy Facility PPP Project being developed at [*insert the location of the Project*] by the New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) (**the Authorized Representative**), including but not limited to signing and submission of all Bid documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to the Authorized Representative, representing us in all matters before the Authorized Representative, signing and execution of all contracts including 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 Project and/or upon award of the Project to us and/or till the entering into of the concession agreement with the Authorized Representative.

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.

(Notarised)
Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Instructions:

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

ANNEX 3B

FORMAT OF POWER OF ATTORNEY FOR APPOINTING LEAD MEMBER

(On requisite stamp paper)

Whereas the New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) (**the Authorized Representative**) has invited Bids from interested parties for the purpose of undertaking a project for the development of a Waste to Energy Facility in [*insert location of Project*] on a PPP basis (**the Project**).

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

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

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

- 1.
- 2.

.....

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

(Notarised)
Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Instructions:

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

ANNEX 4

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

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

| 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 | | | | | | |
| Consortium Net Worth (INR Crore) (9) | | | | | | |

[Delete rows if not applicable]

Name and address of Bidder's Banker:

Instructions:

- (a) (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.
- (b) (2): For Equity Share, refer Clause 4.2
- (c) (3): For Net Worth, refer Clause 4.2
- (d) (3): if Bidders provide financial data in currency other than INR, they must provide the Net Worth equivalent in Indian Rupees, calculated using the RBI Reference Rate for the relevant currency against INR, prevailing as of date 10 days prior to Bid Due Date.
- (e) (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 3.11.
- (f) (7) = [(4)+(5)+(6)]/3
- (g) (8) = (2) x (7)
- (h) (9) is equal to the sum of the entries in (8)

- (i) 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:
 - (i) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (ii) be audited by a statutory auditor;
 - (iii) be complete, including all notes to the financial statements; and
 - (iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- (j) The Bidder/Member is not affected by and has not been affected by any of the following events, conditions or circumstances in the [3 (three)] Financial Years immediately preceding the Bid Due Date:
 - (i) having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;
 - (ii) having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;
 - (iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or
 - (iv) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

ANNEX 5A

FORMAT OF EXPERIENCE DETAILS OF WASTE TO ENERGY TECHNOLOGY PROVIDER

| | | | |
|-----------|---|---|---|
| 1 | Name of the Project | | |
| 2 | Project Location | | |
| 3 | Entity (Project Developer) for which the project was constructed/developed | | |
| 4 | Scope of the Project | | |
| 5 | Contract Commencement Date | | |
| 6 | If Party in an unincorporated JV, specify percentage of participation in the project | <i>[insert total contract amount/value]</i> | <i>[insert percentage of total amount expended/received by the Bidder/Member/Associate]</i> |
| 7 | Whether credit is being taken for the experience of an Associate (Yes/No) | | |
| 8 | Design Parameters: | Waste Quantity Throughput – TPD: | |
| | | Project Capacity - MW: | |
| | | Net Calorific Value - Kcal/Kg: | |
| 9 | Commercial Operation Date: | | |
| 10 | Number of years of continuous successful operation in accordance with the relevant contract (from Month/Year to Month/Year): | | |
| 11 | Performance – average of [365(three hundred and sixty-five)] consecutive days in the [5 (five)] years preceding the Bid Due Date | Average throughput – TPD: | |
| | | Average Units of Power Evacuated – million units: | |

| | | | |
|----|---|--------------------|--|
| 12 | Type of Incinerator | | |
| 13 | Brief description of the technology: | | |
| 14 | Equipment supplied | Grate | |
| | | Boiler | |
| | | Turbine | |
| | | Generator | |
| | | Flue Gas Treatment | |
| | Others | | |
| 15 | State whether WtE plant/ project Operational for at least 12 months prior to Bid Due Date (Yes/No). Bidder need to furnish the necessary documentary proof. | | |

| Consolidated Details of experience as a Technology Provider in the last five (5) financial years | | |
|--|-------------|---------|
| Item | Particulars | Remarks |
| Number of Projects | | |
| Total Project Capacity (MW) | | |

| Particulars | Year 1* | Year 2* | Year 3* | Year 4* | Year 5* |
|--|---------|---------|---------|---------|---------|
| Operational status since commissioning of WtE plant (in %) | | | | | |

* 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

Note: Details for each WtE plant/project to be furnished separately by the bidder.

For and on behalf of : _____ Name of the person:
Signature : _____ Designation:
(Authorised Representative and Signatory)

STATUTORY AUDITOR /CLIENT CERTIFICATION

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).

Signature
Name:
Designation:

ANNEX 5B

**FORMAT OF DETAILS OF WASTE TO ENERGY EXPERIENCE –
DEVELOPMENT/OPERATIONS & MAINTENANCE**

Name of the Member: _____

| Item | Particulars of the Project |
|---|----------------------------|
| 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 | |
| State whether WtE plant/ project Operational for at least 12 months prior to Bid Due Date (Yes/No). Bidder need to furnish the necessary documentary proof. | |

| Particulars | Year 1* | Year 2* | Year 3* | Year 4* | Year 5* |
|--|---------|---------|---------|---------|---------|
| Energy generated (Million Units) | | | | | |
| Municipal Solid Waste Processed (Tonnes/annum) | | | | | |
| Operational status since commissioning of WtE plant (in %) | | | | | |

* 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

Note: Details for each WtE plant/project to be furnished separately by the bidder.

For and on behalf of :
Signature :
(Authorised Representative and Signatory)

Name of the person:
Designation:

STATUTORY AUDITOR /CLIENT CERTIFICATION

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:

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

| Item | Particulars | Remarks |
|---|-------------|---------|
| Number of Projects | | |
| Total Project Capacity (MW) | | |
| Total Municipal Solid Waste Processed (TPD) | | |
| Total Energy generated (MUs) | | |

Note: Details for each WtE plant/project to be furnished separately by the bidder.

FORMAT OF DETAILS OF ELIGIBLE PROJECTS FOR WASTE HANDLING EXPERIENCE

Name of the Member: _____

| Item | Particulars of the Project |
|---|-----------------------------------|
| 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.

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:

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

| Item | Particulars | Remarks |
|--|-------------|---------|
| Number of Projects | | |
| Total Project Capacity (TPD) | | |
| Total Municipal Solid Waste Processed (TPD) | | |
| Average Municipal Solid Waste Processed for all Projects | | |
| Technologies employed | | |

Note: Details for each WtE plant/project to be furnished separately by the bidder.

FORMAT OF DETAILS OF ELIGIBLE PROJECTS FOR PPP EXPERIENCE:

Name of the Member: _____

| Item | Particulars of the Project |
|---|----------------------------|
| 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 | |

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:

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

| Item | Particulars | Remarks |
|-----------------------------------|-------------|---------|
| Number of Projects | | |
| Total Project Cost (in INR Crore) | | |

Note: Details for each WtE plant/project to be furnished separately by the bidder.

ANNEX 6

FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR FOR CERTIFYING AN ASSOCIATE

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

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

[And/or]

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

[And/or]

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

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

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

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

ANNEX 7

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

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

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

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

or

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

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

ANNEX 8

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On stamp paper)

B.G. No. [_____]

Dated:

1. In consideration of you, the New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) (referred to as **the Authorized Representative**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns), represented by the The VC & Managing Director, the Authorized Representative having agreed to receive the Bid of [*insert name of Bidder*]/the Consortium, represented by [*Member*] with its registered office at [*insert Address*] (referred to as the **Bidder** which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the development of a Waste to Energy facility in [*insert location of the Project*] on a PPP basis (referred to as the **Project**), pursuant to the Request for Proposal dated [•] (referred to as the **RFP**) issued in respect of the Project and other related documents, we [*insert name of the Bank*] having our registered office at [•] and one of its branches at [•] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 16 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authorized Representative an amount of [•] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder fails to fulfil or comply with all or any of the terms and conditions contained in the RFP.
2. Any such written demand made by the Authorized Representative stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the RFP will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the 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 fulfil and comply with the terms and conditions contained in the RFP, for the following events:
 - (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3.4;
 - (b) if a Bidder is disqualified in accordance with, Clause 3.2 (*Lock-in Restrictions and Change in Control*), Clause 3.3 (*Conflict of Interest*), Clause 3.5 (*Other Eligibility Criteria*), and Clause 8 (*Rights of the Authorized Representative*);
 - (c) if, a Bidder withdraws its Bid; or
 - (d) if a Bidder is selected as the Selected Bidder and it fails, within the specified time limit, to:
 - (i) sign and return, as acknowledgement, the duplicate copy of the LOA;

- (ii) furnish the Performance Security;
- (iii) fulfil any other condition precedent to the execution of the Agreement; or
- (iv) fails to execute or cause the Concessionaire to execute the Agreement.

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

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

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

- 5. We, the Bank, further agree that the Authorized Representative will be the sole judge to decide as to whether the Bidder has failed to comply with the terms and conditions contained in the RFP including, those events listed at paragraph 3 above. The decision of the Authorized Representative that the Bidder is in default as aforesaid will 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 authority.
- 6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7. In order to give full effect to this Guarantee, the Authorized Representative will be entitled to treat the Bank as the principal debtor.
- 8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the RFP or the Bid submitted by the Bidder.
- 9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or the Authorized Representative):
 - (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - (c) any variation of the RFP, so that references to the RFP in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or the Authorized Representative under the RFP or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full

force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and

- (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the RFP).
- 10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 11. We undertake to make the payment on receipt of your notice of claim on us addressed to **[name of Bank along with branch address]** and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
- 12. It shall not be necessary for the Authorized Representative to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which the Authorized Representative may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
- 13. 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.
- 14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to INR 20,00,000 per MW of Quoted Capacity. The Bank will be liable to pay the amount or any part of the Guarantee only if the Authorized Representative serves a written claim on the Bank in accordance with paragraph 11 of this Guarantee, on or before (indicate date falling [210 (two hundred and ten)] days after the Bid Due Date).
- 16. Capitalised terms used but not defined herein shall have the meanings given to them in the

RFP. Signed and Delivered by.....Bank

By the hand of Mr./Ms. itsand authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

In the presence of:

Name of the witness

Signature of the witness

Address of the witness

ANNEX 9

FORMAT OF JOINT BIDDING AGREEMENT

THIS JOINT BIDDING AGREEMENT ("**JBA**") is entered into on this [●] Day of [●] 202[●]

AMONGST

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

AND

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

[AND

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

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

WHEREAS

- (A) New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) (referred to as **the Authorized Representative**), which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Proposal dated [●] (the **RFP**) for selection of a Bidder for the development of a Waste to Energy facility at [*insert location of the Project*] on a PPP basis (the **Project**).
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP.
- (C) It is a necessary condition under the RFP that the Members will enter into a Joint Bidding Agreement and furnish a copy of it with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and interpretations**

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

2. **Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.

2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it will incorporate a special purpose vehicle (**the Concessionaire**) under the Companies Act, 2013 for entering into the concession agreement with the Participating ULBs for undertaking the Project.

3.2 The Members of the Consortium undertake that they shall be jointly and severally responsible and liable for all matters arising out of or in relation to this RFP.

4. Role of the Parties

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

4.2 Party of the Second Part will be [].

[4.3 Party of the Third Part will be [].]

5. Shareholding in the Concessionaire

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

First Party:

Second Party:

[Third Party:]

5.2. The Parties undertake that:

(a) The 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

(b) 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.

(c) 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.

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

6. Representations of the Parties

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

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;
- (b) the execution, delivery and performance by such Party of this JBA has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium Member is annexed to this JBA, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any law presently in effect and applicable to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable constitutional documents;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this JBA;
- (c) this JBA is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this JBA.

7. Termination

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

8. Miscellaneous

8.1 This JBA will be governed by the laws of India.

8.2 The Parties acknowledge and accept that this JBA will not be amended by the Parties without the prior written consent of the Authorized Representative.

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

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

In the presence of:

1

2.

Instruction:

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

ANNEX 10

FORMAT OF CERTIFICATE AS PER OFFICE MEMORANDUM

(on the letterhead of Bidder /Lead Member)

Date: [•]

Place: [•]

To,
Vice Chairman & Managing Director,
New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)
Regd.Office:12-46/5/1, River Oaks Apartment,
CSR Kalyana Mandapam Road, Tadepalli,
Guntur District, AP – 522501.
Tel.: 0863-2347650/51/52/53

Sub: Bid for Development of Waste to Energy Facility at Nellore, Andhra Pradesh on a PPP basis

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

Certificate for Bid

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

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

Yours faithfully,

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

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

ANNEX 11

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:12-46/5/1, River Oaks Apartment,
CSR Kalyana Mandapam Road, Tadepalli,
Guntur District, AP – 522501.
Tel.: 0863-2347650/51/52/53

Sub: Response to RFP dated _____ [*Insert date in dd/mm/yyyy for selection of Development of Waste to Energy Facility in Nellore, Andhra Pradesh on Public Private Partnership Basis*]

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 3.3.1 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 3.4 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 Part E 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 20 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 power of attorney for signing of Bid and the power of attorney for Lead Member of consortium as per format provided at Annex 3A and Annex 3B 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 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, Concession Agreement, 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.

| Bid parameter | Unit | Value (in number) | Value (in words) |
|--|-------------|--------------------------|-------------------------|
| 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.

ANNEX 12
Emission Standards

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

| Parameter | Emission standards | | |
|--|----------------------------|------------|--|
| | (1) | (2) | (3) |
| Particulates | 50 mg/Nm ³ | | Standard refers to half hourly average value |
| HCL | 50 mg/Nm ³ | | Standard refers to half hourly average value |
| SO ₂ | 200 mg/Nm ³ | | Standard refers to half hourly average value |
| CO | 100 mg/Nm ³ | | Standard refers to half hourly average value |
| | 50 mg/Nm ³ | | Standard refers to daily average value |
| Total Organic Carbon | 20 mg/Nm ³ | | Standard refers to half hourly average value |
| HF | 4 mg/Nm ³ | | Standard refers to half hourly average value |
| NO _x (NO and NO ₂ expressed as NO ₂) | 400 mg/Nm ³ | | Standard refers to half hourly average value |
| Total dioxins and furans | 0.1 ng TEQ/Nm ³ | | Standard refers to 6-8 hours sampling. |
| Cd + Th + their compounds | 0.05 mg/Nm ³ | | Standard refers to sampling time anywhere between 30 minutes and 8 hours |
| Hg and its compounds | 0.05 mg/Nm ³ | | 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 ³ | | 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 CO₂ 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.

ANNEX 13
Information on the Cluster:

| S.No. | Participating ULBs | Solid Waste Generated TPD | Dry Waste Generated TPD | Proposed WtE Plant location |
|--------------------------|--------------------|---------------------------|-------------------------|-----------------------------|
| 1 | Nellore | 350 | 101 | Surveyepalli, Bit-II |
| 2 | Kavali | 53 | 23 | |
| 3 | Atmakuru | 20 | 7 | |
| 4 | Gudur | 40 | 14 | |
| 5 | Naidupeta | 30 | 9 | |
| 6 | Sullurpet | 23 | 8 | |
| 7 | Alluru | 12 | 4 | |
| 8 | Buchireddypalem | 20 | 8 | |
| 9 | Venkatagiri | 16 | - | |
| 10 | Industrial (SEZ) | 35 | - | |
| 11 | Near by villages | 5 | - | |
| Total Nellore ULB | | 604 | 173 | |

Waste to Energy plant is to be proposed for the above-mentioned Cluster. 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.

- 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 100% of the Assured Quantity for the first Financial Year
- 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.
- 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.