

D. Annexure D - Financial Proposal

11.13 Appendix D1

(Refer Section 7)

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

Director

Construction & Design Services, Uttar Pradesh Jal Nigam

TC - 38 V, Vibhuti Khand, Gomti Nagar

Lucknow – 226010

Uttar Pradesh

Sub: Response to RFP dated _____ [Insert date in dd/mm/yyyy for selection of Developer for setting up Municipal Solid Waste (MSW) to Energy Processing Facility in Gorakhpur]

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 C&DS, UPJN 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 C&DS, UPJN any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of C&DS, UPJN 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 C&DS, UPJN;
 - (b) I/ We do not have any conflict of interest in accordance with Clause 4.2.1(c) of the RFP document;
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 8.1.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with C&DS, UPJN or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 8 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive for the Project, without incurring any liability to the Bidders, in accordance with Clause 4.22.6 of the RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate C&DS, UPJN 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 C&DS, UPJN forthwith along with all relevant particulars and C&DS, UPJN 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 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 shall be liable to be terminated without C&DS, UPJN being liable to us in any manner whatsoever.
16. The Statement of Legal Capacity as per the format at Appendix B8 of the RFP document, and duly signed is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium as per format provided at Appendix B5 and Appendix B6 respectively of the RFP, are also enclosed

17. I/We understand that the selected Bidder shall form an appropriate SPV to prior to execution of the Concession Agreement.
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 C&DS, UPJN 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 in accordance with the model documents that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid documents and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully and also surveyed the other project details. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by C&DS, UPJN 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 INR 50,00,000 (INR Fifty Lakhs only) to C&DS, UPJN in accordance with the RFP Document.
22. The Bid Security No..... in the form of a Demand Draft / Bank Guarantee is attached.
23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. The Financial Proposal has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Model Concession Agreement, Model Power 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 for undertaking the aforesaid Project in accordance with the Bidding Documents, Concession Agreement and the Power Purchase Agreement:

a) **Quoted Percentage of differential tariff over and above UPERC tariff (i.e. total tariff including Fixed charges and Variable charges)** to be receivable / payable by ULB over and above the Tariff determined in accordance with the regulation / tariff order issued by UPERC from time to time for procurement of power from WtE projects.

b) **Quoted Capacity** at the Interconnection Point

Bid Parameter	Unit	Value (in number)	Value (in words)
Quoted Differential Tariff*	in % upto 2 decimals		
Quoted Capacity	in MW upto 2 decimals		

**(the % in negative would mean that the Bidder will share its revenue with ULB and the % in positive means that the Bidder will seek payment from ULB)*

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.