



**Andhra Pradesh High-Grade Steels Limited
(APHSL)**
(A Government of Andhra Pradesh Undertaking)

Request for Proposal

Selection of Market Research firm to perform the demand-supply analysis of Steel Long Products' Market and recommend Product Mix & Go-to-Market strategy for a new Steel Maker of 1.5MTPA capacity at Kadapa, A.P.

Ref No: 12/APHSL/RFP-MR/2020

08st July 2020

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The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of APHSL or any of its employees or Firms, is provided to 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 or an offer by APHSL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by APHSL in relation to the Firm.

Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for APHSL, its employees or Firms to consider the objectives, technical expertise and particular needs of each party who reads or uses 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 and information contained in this RFP and obtain independent advice from appropriate sources.

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APHSL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. APHSL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

SCHEDULE OF EVENTS & BID DETAILS

RFP Reference	No.12/APHSL/RFP-MR/2020
Brief Description of RFP	RFP for Selection of Market Research firm to perform the demand-supply analysis of Steel Long Products' Market and recommend Product Mix & Go-to-Market strategy for a new Steel Maker of 1.5MTPA capacity at Kadapa, A.P.
Date of commencement of issue of RFP	8 th July 2020
Last date for receipt of RFP Queries/ reporting any error by e- mail	18 th July 2020
Pre-Bid Meeting	No Pre-Bid Meeting. All Queries shall be mailed before 18 th July 2020 and the responses shall be uploaded on www.aphighgrade Steels.com/tenders.php
Place of submission of Bids	To be uploaded in official website of AP High-Grade Steels limited at www.aphighgrade Steels.com/tenders.php
Last date and time for submission Of Bidding Document	24 th July 2020, 3.00 PM
Date and Time of opening of Technical Bid	24 th July 2020, 3.30 PM
Date and Time of opening of Commercial Bid	28 th July 2020, 3.00 PM
Contact Numbers/ e-mail	+91-8008067979 madhusudan.ponnapalli@aphighgrade Steels.com
Application Money	Non-refundable Rs.5000/- (Rupees Five Thousand only) in the form of electronic transfer to APHSL Bank Account A/c No:119311100002175 IFSC Code: ANDB0001193 Bank Name: ANDHRA BANK Bank Details: TADIGADAPA BRANCH
Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakh only) in the form of electronic transfer to APHSL Bank Account A/c No:119311100002175 IFSC Code: ANDB0001193 Bank Name: ANDHRA BANK Bank Details: TADIGADAPA BRANCH
Contact Details & E-Mail ID	09652198987/ 09959915554

RFP for Market Study

	madhusudan.ponnapalli@aphighgradeesteels.com
Commercial Bid (For Selection of MR Bidder to conduct the Market Study)	The commercial bids of only those MR bidders who qualify in the Technical Evaluation will be opened.

Table of Contents

DISCLAIMER	2
SCHEDULE OF EVENTS & BID DETAILS	4
1 Fact Sheet	8
2 Background Information	11
2.1 Basic Information.....	11
2.2 Project Background	11
2.3 Request for Proposal	12
2.4 Due diligence by bidders.....	12
3 Instructions to the Bidders	13
3.1 General	13
3.2 Compliant Proposals / Completeness of Response	13
3.3 Bidders’ Queries & Clarifications.....	14
3.4 Key Requirements of the Bid.....	15
3.5 Preparation and submission of Proposal	19
3.6 Deviations.....	20
3.7 Evaluation process.....	20
3.8 Criteria for Evaluation.....	22
3.9 Appointment of Market Research Firm	27
3.10 Fraud and Corrupt Practices.....	29
3.11 Conflict of Interest	31
3.12 Scope of Work.....	33
3.13 Payment Schedule	39
3.14 Support to be provided by APHSL	39
3.15 Change Request.....	39
3.16 Indemnity	40
3.17 Termination	40
3.18. Intellectual Property Rights	40
3.19. Liquidated Damages	41
Appendix I: Pre-Qualification & Technical Bid Templates	42
FORM I – Marketing Research Agency Constitution & Key Personnel	43
FORM – II Personnel Handling the Market Study for Aphsl	44

FORM – III List of Clients / Studies.....	45
FORM –IV Financial Capacity of the Bidder	46
FORM – V Details of Methodology Used	47
FORM – VI Particulars for Selection of Market Research Agencies – Technical Bid.....	48
FORM – VII Undertaking by the Bidder	49
Appendix II: Commercial Proposal Templates	51
FORM I - Particulars for Selection of Market Research Agencies – Commercial Bid	52
Appendix III: Performance Bank Guarantee.....	53
APPENDIX- IV Format for submitting bidder’s Queries.....	55

1 Fact Sheet

Clause Reference	Details
Section 3.9	The method of selection is: Combined Quality cum Cost Based Selection (CQCCBS)
Section 3.4	<p>The Interested MR Firms have to pay the non-refundable document Fee of Rs. 5000/- (Rupees Five Thousand Only) in the form of electronic transfer to APHSL Bank Account.</p> <p>A/c No:119311100002175 IFSC Code: ANDB0001193 Bank Name: ANDHRA BANK Bank Details: TADIGADAPA BRANCH</p> <p>The transfer receipt to be enclosed along with the technical Bid envelope</p>
Section 3.4	<p>Earnest Money Deposit of amount Rs. 1,00,000/- (Rupees One Lakh Only) in the form of electronic transfer to APHSL Bank Account.</p> <p>A/c No:119311100002175 IFSC Code: ANDB0001193 Bank Name: ANDHRA BANK Bank Details: TADIGADAPA BRANCH</p> <p>The transfer receipt to be enclosed along with the technical Bid envelope</p>
Section 3.14	Payment schedule is milestone based
-	The Nodal Agency/Department envisages any downstream work: No
Section 3.6	Proposals should be submitted in English
	Taxes: The bid price should be inclusive of all applicable taxes
Section 3.8	Proposals must remain valid for 90 days after the submission due-date
Section 3.4	<p>Proposals shall be submitted online on APHSL website http://aphighgradesteels.com/tenders.php</p> <ul style="list-style-type: none"> The bidders who are desirous of participating in the tender process shall submit their technical proposal, price bids separately with password protection as per the standard formats indicated in the document.

	<ul style="list-style-type: none">• The participating bidders are required to provide the passwords to APHSL pertaining to technical bid, price bid as and when informed by the APHSL for opening of the technical and price bids separately.• The bidders should sign, scan and upload the respective documents in Technical bid documentation as detailed at Appendix 1 of the RFP including EMD. The bidders shall sign & affix stamp on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity.• The price-bid should be quoted online only• In case of discrepancy between the uploaded softcopy Technical Proposal and the hardcopy submitted (in case hard copy is also submitted besides online submission), the upload softcopy shall be given precedence and will form the basis of evaluation and final selection• Failure to furnish the documents, certificates, will be entitled for rejection of the bid.• APHSL shall not hold any risk because of postal delay.• Similarly, if any of the certificates/documents etc., furnished by the Bidder are found to be false /fabricated/ bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid guarantee/EMD will be forfeited.<ul style="list-style-type: none">• APHSL will not hold any risk and responsibility regulating no visibility of the scanned & uploaded documents. The documents that are uploaded online on APHSL portal will only be considered for bid Evaluation. Commercial Proposal - (1 Original) in third envelope.
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Clause Reference	Details
Section 3.6	<p>The proposal submission address in case of a hard copy submission is:</p> <p>P. MADHUSUDAN ADVISOR AP High Grade Steels Limited 10th Floor, APIIC Towers, Mangalagiri, Guntur Dist., Andhra Pradesh Mobile: +91-8008067979 Email: madhusudan.ponnapalli@aphighgradesteels.com</p> <p>In view of Covid-19 travel restrictions, the bidders may also submit their bid in the bid process mentioned in 3.4. However, care needs to be taken that the documents are clearly visible and properly named. Also, efforts would be appreciated to submit the hard copy at the address mentioned.</p>
Section 3.6	<p>Proposals must be submitted not later than the following date and time: 24th July 2020, 3.00 PM</p>
Section 3.3	<p>No Pre-Bid Meeting. All Queries shall be mailed before 18th July 2020 and the responses shall be uploaded on www.aphighgradesteels.com/tenders.php</p>

2 Background Information

2.1 Basic Information

- a) Andhra Pradesh High-Grade Steels Limited (APHSL), a wholly owned company of Government of Andhra Pradesh (GoAP) invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Market Research Firms (“Bidders”) to perform the demand-supply analysis of Steel Long Products’ Market and recommend Product Mix & Go-to-Market strategy for a new Steel Maker of 1.5MTPA capacity at Kadapa, A.P. (“Market Study”) as described in the “Scope of Work” (“the Services”) section. APHSL is the Nodal Agency for this public procurement.
- b) Any contract that may result from this public procurement competition will be issued for a term of 12 weeks from the date of issue of LoA (“the Term”)
- c) Proposals must be received not later than time, date and in the venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

2.2 Project Background

- a) The erstwhile state of Andhra Pradesh was reorganized into two successor states viz. Andhra Pradesh and Telangana in 2014 as per the Andhra Pradesh Reorganization Act 2014. The establishment of Integrated Steel Plant (ISP) in YSR Kadapa district of the successor state of Andhra Pradesh is one of the provisions pertaining to Infrastructure mentioned under the thirteenth schedule of the said Act to promote industrial growth in AP.
- b) Andhra Pradesh High Grade Steels Limited (APHSL), a Special Purpose Vehicle, was incorporated on November 21, 2019 as a wholly owned company of Government of AP with a mandate to establish an integrated steel plant at YSR Kadapa District. Subsequently, the Hon’ble Chief Minister of Andhra Pradesh Shri Y. S. Jagan Mohan

Reddy laid the foundation stone for APHSL in December, 2019 at Sunnapuraalla Palle village of YSR Kadapa District, which happens to be his home district.

- c) APHSL commits itself to the mandate given by the Government of AP to set-up a world-class steel plant in Kadapa District and intends to achieve the best standards in the industry by partnering with renowned steel makers/companies of the world to add value to the project.
- d) In this regard, APHSL initiated discussions with the prospective Joint Venture partners and set to release a notice inviting Expression of Interest (EoI) from potential Joint Venture partners and investors for setting up of Integrated Steel Plant at Kadapa, A.P.
- e) In pursuance of the same, APHSL proposes to engage the services of a reputed Market Research Firm to conduct a detailed Market Study of Steel Long Products as mentioned in the 3.13 SCOPE OF WORK clause and the detailed study report shall be submitted to APHSL.

2.3 Request for Proposal

- a) APHSL invites Proposals (the “Proposals”) for selection of Market Research through this Request for Proposals (“RFP”) from Market Research Firms (“Bidders”) to perform the demand-supply analysis of Steel Long Products’ Market and recommend Product Mix & Go-to-Market strategy for a new Steel Maker of 1.5MTPA capacity at Kadapa, A.P. (“Market Study”) as described in the “Scope of Work” (“the Services”) section. APHSL is the Nodal Agency for this public procurement.
- b) APHSL would like to engage with one Market Research Firm through a competitive bidding process.

2.4 Due diligence by bidders

- a) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by sending written queries to APHSL and

utilising all publicly available information regarding APHSL.

- b) The above stated methods to inform oneself is not mandatory but for the Bidder's sake to get a clear idea of the project before submission of Proposal

3 Instructions to the Bidders

3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the services required.
- b) All information supplied by Bidders may be treated as contractually binding on them, on successful award of the assignment by APHSL on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of APHSL. Any notification of preferred bidder status by APHSL shall not give rise to any enforceable rights on the Bidder. APHSL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of APHSL.

3.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out in this RFP.

- ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
- iii. Include all supporting documentations specified in this RFP.

3.3 Bidders' Queries & Clarifications

3.3.1 Bidders Queries

- a. APHSL shall hold No Pre-Bid Meeting. All Queries shall be mailed before 18th July 2020 and the responses shall be uploaded on www.aphighgradesteels.com/tenders.php
- b. The Bidders will have to ensure that their queries should reach

P. MADHUSUDAN

ADVISOR

AP High Grade Steels Limited

10th Floor, APIIC Towers,

Mangalagiri,

Guntur Dist., Andhra Pradesh

Mobile: +91-8008067979

Email: madhusudan.ponnapalli@aphighgradesteels.com

by post, facsimile or email on or before 03.00 P.M. on 18-07-2020.

- c. The queries should necessarily be submitted in the following format:

Sl. No.	Page No.	Point/ Section	Clarification Point as stated in RFP	Queries/ Suggestion/ Deviation
1.				
2.				
3.				
4.				

- d. APHSL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time may not be entertained by the Nodal officer.

3.3.2 Responses to Queries and Issue of Corrigendum

- a. The Nodal Officer notified by APHSL will endeavor to provide timely response to all queries. However, APHSL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does APHSL undertake to answer all the queries that have been posed by the bidders.
- b. All responses to Pre-Bid Queries, issue of corrigendum and any such information regarding this RFP shall be notified on <http://www.aphighgradesteels.com/tenders.php>
- c. At any time prior to the last date for receipt of bids, APHSL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum as mentioned in 3.3.2.b.
- d. Any such corrigendum shall be deemed to be incorporated in this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, APHSL may, at its sole discretion, extend the last date for the receipt of Proposals.

3.4 Key Requirements of the Bid

3.4.1 Right to Terminate the Process

- a. APHSL may terminate the RFP process at any time and without assigning any reason. APHSL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by APHSL. The bidder's participation in this process may result in APHSL selecting the bidder to engage towards execution of the

contract.

c.

3.4.2 RFP Document Fees

The Interested bidders have to pay the **non-refundable document Fee of Rs. 5000/- (Rupees Five Thousand Only)** in the form of electronic transfer to APHSL Bank Account.

A/c No:119311100002175

IFSC Code: ANDB0001193

Bank Name: ANDHRA BANK

Bank Details: TADIGADAPA BRANCH

The transfer receipt to be enclosed along with the Technical Bid envelope

3.4.3 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, **EMD of Rs. 1,00,000/- (Rupees One Lakh Only)**, in the form of electronic transfer to APHSL Bank Account.

A/c No:119311100002175

IFSC Code: ANDB0001193

Bank Name: ANDHRA BANK

Bank Details: TADIGADAPA BRANCH

The transfer receipt to be enclosed along with the technical Bid envelope

- a. EMD of all unsuccessful bidders would be refunded by APHSL within thirty working days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix 3.
- b. The EMD amount is interest free and will be refundable to the unsuccessful bidders without interest.
- c. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

d. The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.

- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- If any of the certificates/documents etc., furnished by the Bidder are found to be false /fabricated/ bogus

3.4.4 Submission of Proposals

- a. Proposals shall be submitted online on APHSL website <http://aphighgradesteels.com/tenders.php>
- b. The bidders who are desirous of participating in the tender process shall submit their technical proposal, price bids separately with password protection as per the standard formats indicated in the document.
- c. The participated bidders were required to provide the passwords to APHSL pertaining to technical bid, price bid as and when informed by the APHSL for opening of the technical and price bids separately.
- d. The bidders should sign, scan and upload the respective documents in Technical bid documentation as detailed at Appendix 1 of the RFP including EMD. The bidders shall sign & affix stamp on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity.
- e. The price bid should be quoted online only
- f. In case of discrepancy between the uploaded softcopy Technical Proposal and the hardcopy submitted (if it is submitted in addition to soft copy submission), the uploaded softcopy shall be given precedence and will form the basis of evaluation and final selection
- g. Failure to furnish the documents, certificates, will be entitled for rejection of the bid.

- h. APHSL shall not hold any risk because of postal delay.
- i. Similarly, if any of the certificates\ documents etc., furnished by the Bidder are found to be false /fabricated/ bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.
- j. APHSL will not hold any risk and responsibility of ensuring the visibility and legibility of the scanned & uploaded documents. The documents that are uploaded online on APHSL portal will only be considered for bid Evaluation.
- k. The Response to Pre-Qualification criteria, Technical Proposal, receipts of Application Fee payment & EMD payment should be enclosed in “Technical Bid submission” file. The commercial proposal shall be submitted in the “Price Bid Submission” file as per the procedure mentioned above. Both the technical bid file and the price bid file are to be mandatorily password protected and the passwords shall be shared as and when APHSL requests the bidder during the bid opening.
- l. Please Note that Prices should not be indicated in the Pre-Qualification and Technical Proposal but should only be indicated in the Commercial Proposal.
- m. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
- n. All pages of the bid shall be initialed and stamped by the person or persons who sign the bid.

3.5 Preparation and submission of Proposal

a) Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal,

in providing any additional information required by APHSL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

APHSL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

c) Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

3.6 Deviations

The bidder may provide deviations to the contents of the RFP document. It may be noted that once the deviations are provided, the bidder would not be allowed that to withdraw the deviation submitted.

The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non-material deviation “. In case of any material deviations, the Committee would be entitled to reject the bid.

3.7 Evaluation process

- a. APHSL will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.

- b. The Proposal Evaluation Committee constituted by APHSL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may fix meetings with the Bidders to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.8.1 Tender Opening

The Proposals submitted up to **24th July 2020, 3.00 PM** will be opened at office of APHSL, APIIC Towers, Mangalagiri, Guntur Dist. by P. Madhusudan, Advisor, APHSL or any other officer authorized by APHSL.

Proposal opening here means opening of the respective password protected proposal files/documents sent by the bidders to the site portal.

3.8.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender due-date.

3.8.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete bids including, but not limited to the

errors as mentioned below will be deemed non-responsive. The Proposal:

- Are not submitted in formats as specified in the RFP document
- Received without the Letter of Authentication
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

b. All responsive Bids will be considered for further processing as below.

APHSL will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. These eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

3.8.4 Consortiums/ Sub-Contracting

For the purposes of this RFP, consortiums are not allowed. The bidders also may not sub-contract part or whole of the work.

3.8 Criteria for Evaluation

3.9.1 Pre-Qualification Criteria

S. No	Basic Requirement	Specific Requirements	Documents Required
1	Appropriate entity	The bidder should be a firm with required permissions as per the laws governing firms in such businesses in their respective countries of operation/registration.	Copy of Certificate of Incorporation or other equivalent document.
2	Consortiums	Bidder should be an individual	

RFP for Market Study

		organization. Consortiums are not allowed to bid.	
3	Legal Entity	Should be firm with registered permission a per law governing firms in such business in their respective countries of operation	Copy of Certificate of Incorporation; and Copy of Service Tax/ or any equivalent document/ Registration Certificate
4.	Blacklisting	The bidder should not have been blacklisted by Government of India, any State Government in India, any PSUs or by any multilateral agency	The Undertaking attachment in Appendix - I
5.	Turnover	The bidder should not have annual turnover of less than INR 10 Crores from Market Research Activities, during at least 3 financial years in the preceding 5 years as on 01-04-2020.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the auditor

3.9.2 Technical Qualification Criteria

a. Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical Evaluation.

b. Technical Evaluation Criteria

Sl. No.	Criteria	Max. Marks	Scoring Method	Documents Required
1.	Constitution of Market Research Bidder	7	Proprietorship - 2 marks Partnership/ LLP 5 marks Private / Public Limited Company - 7 marks	Registration Certificate, Partnership Deed, Certificate of Incorporation, Certificate of Commencement of Business in case of Public Limited Company
2.	No. of assignments of the nature of Market	20	<i>Overall Market Research/ Study Experience in the past 3 years specifically in</i>	Work Order from the client/ Work Certificate from the

RFP for Market Study

	Research/Study in the past 3 years from 01-04-2020		<p><i>areas of Construction/ Cement and Infrastructure – Roads, Power, Oil & gas, Automobiles)</i></p> <p><i>Marking</i> <i><5 Zero Marks</i></p> <p><i>2 Marks for each assignment to the max of 20 marks (Scoring applicable only if 5 assignments and above)</i></p> <p><i>At least 50% of the valid no. of assignments should be primarily focussed on Indian market</i></p> <p><i>Only studies billed to at least 40% of the current quote value is considered</i></p>	<p><i>client/ Invoices raised attested by self or completion certificate from client or auditor certificate certifying receipt of payment / Self-Affidavit from the Partner of the bidding MR Firm</i></p>
3.	Total Steel Industry (Including raw materials for steel) Specific Studies conducted by the MR Agency in the past 3 years from 01-04-2020	20	<p><i>Overall Market Research/ Study Experience in the past 3 years specifically in Steel Industry (Including raw materials for steel)</i></p> <p><i>Marking</i> <i><2 Zero Marks</i></p> <p><i>4 Marks for each assignment to the max of 20 marks (Scoring applicable only if 2 assignments and above)</i></p> <p><i>At least 40% of the valid no. of assignments should be primarily focussed on Indian market</i></p> <p><i>Only studies billed to at least 40% of the current quote value is considered</i></p>	<p><i>Work Order from the client/ Work Certificate from the client/ Invoices raised attested by self or completion certificate from client or auditor certificate certifying receipt of payment / Self-Affidavit from the Partner of the bidding MR Firm</i></p>
4	Market Research/Study	8	<p><i><1 Zero marks</i></p>	<p><i>Work Order from the client/</i></p>

RFP for Market Study

	experience involving detailing product wise end-use wise, grade wise long steel products demand assessment		<p><i>4 Marks for each assignment to a max of 8 marks</i></p> <p><i>At least one of the valid assignments should be focussed on Indian market of long steel products</i></p> <p><i>Only studies billed to at least 40% of the current quote value is considered</i></p>	<p>Work Certificate from the client/ Invoices raised attested by self or completion certificate from client or auditor certificate certifying receipt of payment / Self-Affidavit from the Partner of the bidding MR Firm</p>
5	<p>Team Leader Profile:</p> <p><i>The team leader of the bidder's deputed for this assignment shall be on regular role of the Organization of the bidder (as on the date of bid submission) and shall possess at least 10 years of experience of which at least 5 years should be in Steel market research</i></p>	20	<p><i>Experience based marking:</i></p> <p><i><10 Years - Zero Marks</i></p> <p><i>10-15 Years – 10 Marks</i></p> <p><i>>15 years – 20 Marks</i></p>	<p><i>Detailed Resume highlighting experience in steel sector</i></p>
6	Research Methodology proposed by the bidder	25	<p>Qualitative judgement by the evaluation panel based on the presentation given by the Bidder's team leader on the day to be communicated to the qualified bidders.</p>	<p><i>Presentation Document in the form of PDF with a password to be submitted post the Presentation by the Bidder.</i></p>

- c. Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 70 marks from the technical evaluation criteria would be considered technically qualified and shall be considered for Financial Evaluation.
- d. The Technical Proposal will be analyzed and evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology & work plan and the experience of Key personnel on which the Relative technical score shall be assigned to each bid.
- e. Relative Technical Score (Tn) for each bidder will be calculated as follows:

$$T_n = (T/T_{high}) * 100$$

Where Tn = Relative score obtained by the Bidder
T = Technical score obtained by the bidder
T_{high} = Highest Technical score secured among the qualified bidders

Commercial Bid Evaluation

- a. The Commercial Bids of technically qualified bidders will be opened on the prescribed date and time
- b. The commercial bid shall be submitted in the following manner:

Fee for the assignment – ‘S’

‘S’ should be inclusive of all taxes/Duties applicable for the bidder

The payment of fee for milestone deliverables will be made as per the payment schedule in section 3.15

- c. The bidder with lowest qualifying Commercial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point 3.9.2 above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =

{(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}%

(Adjusted to two decimal places)

- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected
- f. **Errors & Rectification:** Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

3.9.3 Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score (Bn) will be adjudicated as the Successful Bidder for award of the Project. The overall score will be calculated (to two decimal points) as follows: -

$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where

B_n = overall score of bidder

Tn = Relative Technical score of the bidder

Fn = Normalized financial score of the bidder

- c. In the event the bid composite bid scores are 'tied', the bidder securing the highest absolute technical score will be adjudicated as the Best Value Bidder for award of the Project.
- d. The Commercial Bids of technically qualified bidders will be opened on the prescribed date

3.9 Appointment of Market Research Firm

3.10.1 Award Criteria

APHSL will award the Contract to the successful bidder determined as per the Clauses mentioned in 3.9

3.10.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

APHSL reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for APHSL action.

3.10.3 Notification of Award

Prior to the expiration of the validity period, APHSL will notify the successful bidder in writing or by fax or email through a Letter of Award (LOA), that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, APHSL may like to request the bidders to extend the validity period of the bid.

The notification of award as stated above will not constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, APHSL will notify each unsuccessful bidder and return their EMD as per the guidelines in 3.4.3.

3.10.4 Performance Guarantee

APHSL will require the selected bidder to provide a Performance Bank Guarantee (PBG), within

15 days from the Notification of award, for a value equivalent to 10% of the commercial bid ('S'). The Performance Guarantee should be valid for a period of at least six months. The Performance Guarantee shall be kept valid till completion of the project.

The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.

In case the selected bidder fails to submit performance guarantee within the time stipulated, APHSL at its discretion may cancel the order placed on the selected bidder without giving any notice. APHSL shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or APHSL incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

3.10.5 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, APHSL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between APHSL and the successful bidder APHSL reserves the right to terminate the services of the successful bidder at any stage of the work for reasons of unsatisfactory performance or for any reasons not in control of APHSL (for example, non-response of the applicants at any stage of the process).

APHSL shall provide a notice of a minimum of 15 calendar days (in writing) for such termination, clearly citing the reasons for the same. APHSL shall, however, make all payments related to the milestones (as per schedule of payments specified herein), provided such milestones have been met to the full satisfaction of APHSL

3.10.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event APHSL may award the contract to the next best value bidder or call for new

proposals from the interested bidders.

In such a case, APHSL shall invoke the PBG of the most responsive bidder.

3.10.7 Substitution of the Team Leader

APHSL expects the team leader as proposed in the evaluation criteria to be available during implementation of the Agreement. Post signing of the Agreement, APHSL will not consider substitution of the team leader except for reasons of any incapacity or due to health. Such substitution shall be subject to equally or better qualified and experienced team leader being provided to the satisfaction of APHSL. Without prejudice to the foregoing, substitution of the team leader shall only be permitted subject to reduction of payment equal to 10% (ten per cent) of the fee quoted by the Selected Applicant for delivering the consulting services.

3.10 Fraud and Corrupt Practices

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, APHSL shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, APHSL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to APHSL for, inter alia, time, cost and effort of APHSL, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b. Without prejudice to the rights of APHSL under Clause above and the rights and remedies which APHSL may have under the LOI or the Agreement, if an Applicant or its employee/s, as the case may be, is found by APHSL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or firm shall not be eligible to participate in any tender or RFP issued by APHSL during a period

of 5 years from the date such Applicant or its employee/s, as the case may be, is found by APHSL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of APHSL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of APHSL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of APHSL in relation to any matter concerning the Project;
- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by APHSL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection

- Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.11 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the services (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, APHSL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to APHSL for, *inter alia*, the time, cost and effort of APHSL including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to APHSL hereunder or otherwise.
- b. APHSL requires that the bidder provides professional, objective, and impartial advice and at all times hold APHSL’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of APHSL.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Proposal of either or each of the other Bidder; or

- iv. the Bidder, or any associates of the bidder are advising any of the applicants or members of the applicant consortia (or their related associate firms) on the present proposals
 - v. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing services to APHSL for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - vi. A firm hired to provide services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. An Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for APHSL in continuation of this engagement or to any subsequent advisory services performed for APHSL where the conflict of interest situation does not arise.
- e. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for transaction advisory or any other activity) for the Project, they shall make a disclosure to APHSL as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. APHSL shall, upon being notified under this Clause, decide whether it wishes to terminate this engagement or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

3.12 Scope of Work

3.13.1 Title & Purpose of the Study

1. The Title of the study is ‘to perform the demand-supply analysis of Steel Long Products’ Market and recommend Product Mix & Go-to-Market strategy for a new Steel Maker of 1.5MTPA capacity at Kadapa, A.P.’
2. As the plant is expected to commence its operations after 2023, the Market Research carried out by the MR firm should be necessarily covering the future requirements, demand-supply trends, price trends & shall be relevant for a considerable time horizon of operations, with impetus on short-term, medium-term and long-term demand.

3.13.2 Products to be covered

- a) The study should cover the following long products’ markets:
 - a. Semi-finished products: The study should cover the demand-supply gap, trends & the market of blooms & billets of various grades/metallurgical properties/dimensions.
 - b. The finished products in the Long Steel Category should cover, but not limited to, the following markets:

Carbon & Alloy steel				
Long steel products				
Grades				
TMT	Round bars	Wire rods	Structurals	Railway material
< 10 mm	IS 2062	Electrode Quality	Light	Plain Carbon Steel Rails
> 10 mm	Bright Bar	Low C	Medium	Micro-alloyed Rails
	Forging	Med. C	Heavy	Head Hardened Rails
		High C	Hollow sections	IRS:T12-2009
		Construction grade (Cold Heading)		

However, the study should also cover any other products besides the above mentioned one which are present in the market or expected to be required in the market in future and

the study shall include a detailed understanding of the product demand, supply & other aspects of these product markets.

- b) The MR firm shall include a detailed study of the demand-supply gap in the markets related to High-Value/Special Grade/Value-Added products with a special focus to the high Net Sales Realization (NSR) products in the Long Steel Category.
- c) As a part of inception report to be submitted by the MR firm, it shall explicitly bring out the categories including the dimensions, metallurgical properties, grades (physical & metallurgical) covering the entire spectrum of Long Steel products market which would be studied in details to analyses demand-supply gaps & trends in the market. Only upon the approval of the inception report by APHSL, the MR firm shall carry out the next steps in the market research thereon.

3.13.3 Geographic Coverage

- a) The report should present the required study for India in a North, Central, South, East, West region-wise.
- b) It is also required that to analyze opportunities for future growth and current competitive framework, the study should include data and analysis of Steel Long Products of relevant overseas markets.
- c) The MR firm shall focus on the geographies which will give APHSL the maximum NSR in each of the product categories by virtue of the logistical advantage/ demand/ competition and other market dynamics with respect to the location of the plant in Kadapa.
- d) As a part of inception report to be submitted by the MR firm, it shall explicitly bring out the geographies that shall be studied across various product categories as mentioned above. Only upon the approval of the inception report by APHSL, the MR firm shall carry out the next steps in the market research thereon.

3.13.4 Timelines

- a) The study should be conducted and all the deliverables (as mentioned in the DELIVERABLES CLAUSE) should be submitted to APHSL by within 12 weeks of LOA.
- b) Any extension in the timeline to delivery will be made under the sole discretion of APHSL
- c) If the Selected Market Research Firm is not able to submit by the given deadline as mentioned in this clause APHSL could follow the guidelines 3.19. LIQUIDATED DAMAGES

3.13.5 Market Study

- a) Objectives – The study should provide APHSL and its personnel a detailed and fair picture of the Steel Long Products through, not limiting to but including, the following parameters:
 - a. Demand Drivers of Long Products and their future trends
 - b. Current & Projected Demand of Steel Products with analysis of each product demand by consuming sector with grades and dimensions, which will form a basis for product-mix finalization.
 - c. Identification of value added products with high NSR and analyzing the current demand & future growth potential of these products.
 - d. Current & projected Product-wise Supply and suppliers with future projections for a minimum of up to 2040 including planned capacity expansion of existing long product producers and likely entry of new players in to the market.
 - e. Regulatory and other market risks to the Long Products Business in each category
 - f. A final recommendation on the product mix for 1.5 MTPA Long Product manufacturing facility that suits APHSL and a go-to-market strategy
- b) Study Coverage: The study should present a comprehensive picture including but not limited to the following parameters:
 - a. Industry and Macro analysis
 - b. Analysis of the top 15 micro-markets in India for by region wise in India
 - c. Estimation of market size, market growth potential and pricing trends
 - d. Study of market structure, segments and competitors
 - e. Price forecast of the different grades of steel long products for the selected market & the resultant NSRs for each product.
 - f. Analysis of existing demand and supply of various grades and sizes of long products.

- g. Identification of Import Substitution/Export potential of different grades of steel
 - h. primary and secondary trade areas and explore the avenues of distribution, advantages and bottlenecks of each channel.
 - i. Recommend alternatives for Product-Mix, evaluate advantages/risks for each of them and arriving at the best available alternative product-mix
 - j. Formulation of suitable market entry strategy for the approved product-mix by APHSL
- c) Key Information Areas – The study should provide APHSL and its personnel, workable and accurate, qualitative and quantitative information on the following: *Note- The following parameters have to be analyzed both product-wise and region-wise.*
- a. Product Types & Evolution – The current set of product types, in terms of demand and consumption. The trends and key factors that would affect the product types in the future. And the steel product mentioned should be detailed enough to include aspects, not limited to but including, product dimensions, metallurgical properties, strength levels, key technologies used for production etc.
 - b. Consumption Volumes – Market sizing that would include but not limited to the historical consumption volumes (also based on end-use application) and expectations in the future, bridge analysis to explain the factors affecting future growth and also possible new market opportunities (including product, geographies and cross-selling etc.), import and export volumes and key players in it etc.
 - c. Demand Drivers – Different Types and the order of importance/certainty of these factors to fruition of demand and sustainability of these demand opportunities
 - d. Key Consumer Groups – A break up of sales volume basis on consumer types (like retail/project sales) and end-use type. The current dominant end-users and future trends in the same. Any specific grade product level requirement across end-use to be highlighted.
 - e. Supply – Analysis that includes and not limited to a detailed description of various key players, their existing capacities, technologies and methods of production (Integrated Plants or re-rollers etc.) and key strategic edge like key contracts, certifications and R&D expertise, plans of expansion, consolidation in the industry, possibility of future entrants, split of organized vs. unorganized players etc.
 - f. Avenues of Distribution – The study should also specify the primary and secondary trade areas and provide a sales break-up on the current avenues of distribution, advantages and bottlenecks of each channel besides trends in avenue changes and challenges.

- g. Market Analysis – A detailed analysis using existing (like Porter’s Five Forces etc) or proprietary framework to understand the existing competitive environment, the bargaining power of key supplier and consumer groups and the barriers to entry in this business and other threats like product substitution, regulatory, technology, ESG challenges etc.
 - h. Threats & Sensitivity – A proper mapping of key risks including but not limiting to market risk, raw material supply risk, operational and regulatory risks to its effect on the Long Products Segments. And a sensitivity analysis to major parameters that are the output of the analysis to the key input assumptions used, including but not limited to, GDP growth rates, exchange rates, infrastructure outlays and other related projections.
 - i. Product Mix – A detailed break-up of a product mix for 1.5 MTPA Longs Manufacturing unit for APHSL
 - j. Go-To-Market Strategy – A road map on key milestones that APHSL has to achieve to forge relationships including but not limited to the target customers, channel partners etc. and developing a marketing plan & sales strategy for the Product-mix arrived at.
- d) It is expected that the output of this analysis study provides a clear picture of supply and demand scenario in Steel Long Products, product-wise NSR, marketing challenges and enable APHSL to arrive at a product-mix.
- e) Further, during the study, APHSL might request for discussions with the MR Firm from time to time, give inputs/clarifications to ensure that the research is carried out to the best of APHSL’s needs.

3.13.6 Deliverables

- a) The Market Research Firm should submit an Inception Report which should in detail present the following to APHSL:
 - a. Study Output - The Key Qualitative and Quantitative parameters for which the final report will provide a comprehensive view with current levels and projections
 - b. Study Method- Research Methodology details including but not limiting to the methodology used for respective parameter forecast and the data sets to be collected and compiled during the course of the study
 - c. Study Roadmap – A detailed description of the key activities of the study and also the methodology and timeframe when the MR Agency when MR Agency submits the inception report

- b) The comments about direction of research and deliverables from APHSL post the review of the Inception Report and any other directions/suggestions made by APHSL from time-to-time should be followed by the selected Market Research Agency
- c) The final output of the study to APHSL should involve the following
 - a. A detailed market study report that provides a clear and detailed analysis of the factors stated in scope mentioned with an executive summary mentioning the key findings of the study and the methodology used.
 - b. All the reference data-sets and reports that are used in the analysis performed during the study.
 - c. Advisory and analysis of any specific aspect of Steel Long Products that APHSL would require from time to time till the term of engagement
- d) The above deliverables should be submitted as a written copy as well as in electronic format by the MR Firm to APHSL by the date of submission as mentioned in the TIMELINES clause.
- e) During the submission of detailed market study report, a detailed presentation of the same by the representative of the MR Agency. A copy of the presentation should also be submitted to APHSL.

3.13.7 Research Methodology

- a) The Selected Market Research Firm is welcome to use any of the methodologies including but not limited to primary, secondary research, internal and external expert opinion polling and interviews, and surveying key customer groups for various analysis required as part of the study
- b) It is required that detailed interviews of at least three outside experts relevant to the study (who are not the in-house sector specific experts of the MR Agency and are from different organizations) be conducted to provide their views on key areas, including but not limited to, overall demand and supply dynamic of Steel Long Products, major product types and evolution and key risks.
- c) In the detailed report that is to be presented to APHSL as per the DELIVERABLES clause, a detailed note on the methodology used should be mentioned and during the course of the study any query regarding the methodologies by APHSL should be clarified by the Selected Market Research Agency.

3.13.8 Data Source & References

- a) The Selected MR Agency can use publicly available sources and proprietary databases for information regarding historical values. Projections of Economic Parameters like GDP, growth rates, Exchange Rates etc.
- b) It should be noted that the analysis and the projections/forecast and the related conclusion/recommendation reached in the study should be a product of the MR Agency only and should not be procured or referenced from elsewhere.
- c) A detailed referencing of all the data sources used should be included in the report.

3.13 Payment Schedule

- a) The fee shall be paid as mentioned below.:

S. No.	Milestone for payment	Billable Fee (as % of Contract Value)
1	Review and approval of the Inception Report by APHSL	20%
2	Submission of the Final Report	50%
3	Approval of the Final Report and Analysis by APHSL	30%

- b) The evaluation of the report will be based on the level of understanding the report reader (APHSL) derives and the analysis that the report provides for APHSL as per the scope mentioned.

3.14 Support to be provided by APHSL

The Nodal Agency/ Department will provide the following support, post the award of the contract to the successful bidder:

1. Provide understanding of as-is status of the initiative.
2. Provide all relevant background information and documentation.
3. Access to consultants who have been appointed by APHSL to provide overall support to this initiative.
4. A Single Point of Contact from APHSL side

3.15 Change Request

The following would constitute a Change request

- a. Any work which has not been specifically mentioned in the scope of work
- b. Any changes in the deliverables post approval by the client
- c. Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible
- d. Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible

In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this cost would be the commercial bid OR the most relevant rate empanelment of the Consultant with any Central / State Government, as may be determined to be fair by APHSL at such time.

3.16 Indemnity

The MR Firm shall, subject to the provisions of the agreement, indemnify APHSL for any direct loss or damage that is caused due to deficiency in Services or negligence.

3.17 Termination

APHSL will have the right to terminate the consultancy agreement at any point of time during the tenure of consultancy work in case the work from the consultancy is not found satisfactory. The consultancy agreement may be terminated by APHSL without giving any reasons or notice and no claim of whatsoever nature lies against APHSL

3.18. Intellectual Property Rights

- a. In the event of any claim asserted by a third party of infringement of trademark, trade names, copy right, patent, intellectual property rights or industrial design rights arising from the use of the products supplied by the BIDDER or any part thereof in India, the BIDDER shall act expeditiously to extinguish such claim.
- b. If the BIDDER fails to comply and APHSL is required to pay compensation to a third party resulting from such infringement, the BIDDER shall be responsible for the compensation including all expenses, court costs and lawyer fees. APHSL will give notice to the BIDDER of such claim, if it is made, without delay.

3.19. Liquidated Damages

- a) If the Respondent fails to deliver any or all of the Deliverables, Products and/or perform the Services within the time period(s) specified in the Contract, the Respondent shall pay to the APHSL liquidated damages being one percent of the contract price for each week or part thereof of the delay, until actual delivery or performance, for non-performance and/ or delayed performance to a maximum of 5% of the total contract price.
- b) This shall be without prejudice to the other right and remedies of the APHSL including claiming actual damages from the Vendor. APHSL shall also be within its right to deduct the said amounts from the Contract Price.

Appendix I: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

FORM - I MR AGENCY CONSTITUTION & KEY PERSONNEL

FORM – II PERSONNEL HANDLING THE MARKET STUDY FOR APHSL

FORM – III LIST OF CLIENTS / STUDIES

FORM – IV LISTS OF AWARDS WON

FORM – V ACCREDITATION DETAILS

FORM – VI FINANCIAL CAPACITY OF THE BIDDER

FORM – VII DETAILS OF METHODOLOGY USED

FORM – VIII PARTICULARS FOR SELECTION OF MARKET RESEARCH AGENCIES –
TECHNICAL BID

FORM – IX UNDERTAKING BY THE BIDDER

FORM I – Marketing Research Agency Constitution & Key Personnel

All the necessary attachments to prove the details given in the form needs to be attached herewith
Constitution of the MR Agency

Name of Bidder	
Constitution (Whether Proprietorship/ Partnership/ Public/ Private Limited Company)	
Whether Registered in India (Yes/ No)	
Date of incorporation (Please attach a copy of Certificate of incorporation of the company and Commencement of Business in case of Public Limited Company)	

Key Personnel of Bidder

Name of Bidder:

Name of Key Personnel	Designation of Key Personnel	Address	Phone	E-mail

FORM – II Personnel Handling the Market Study for Aphsl

Name of Bidder:

Name of Key Personnel handling the Market Study for APHSL	Designation of Key Personnel	Address	Phone	E-mail

Please attach the CVs of the personnel deployed for this study.

FORM – III List of Clients / Studies

RFP for Market Study

LIST OF CLIENTS/STUDIES OVERALL

Name of Bidder:

Note - Please fill the form in reverse chronological order of “Year of commissioning of study” column. Please indicate the studies for the last 3 Financial Years. Please mark all the additional sheets used to fill up this annexure. Title/Purpose of Study can be elaborated to convey the core aspects analyzed & methodologies used in the study

Sector would be classified as per Global Industry Classification Standard (GICS) classification of the client’s business for which the study was done.

LIST OF CLIENTS/STUDIES

Sector/ Industry	Name of the Client	Title/Purpose of Study	Year of commissioning of study	Copy of order completion by the client

Name of Bidder:

FORM –IV Financial Capacity of the Bidder

This annexure should be attached with the audited statements of the past three year’s income statement of the Market Research Firm

S.No.	Financial Year	Annual Revenue (INR/USD in million)
1.		
2.		
3.		

Certificate from the Auditor/ Chartered Accountant

Note: USD value to be calculated @Rs 75/USD

This is to certify that(name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorized signatory)
Date:
Name and seal of the audit firm

FORM – V Details of Methodology Used

RFP for Market Study

Name of Bidder:

Sl. No.	Parameter	Qualitative or Quantitative	Methodology Used	Remarks

Note – Methodology Used column, the name and a brief description of the methodology shall be provided. And in the Remarks Column details such as sample size if sampling method, no. of experts used if expert opinion/poll is used are to be indicated.

It is advisable for the Bidder to exhaustively mention the parameters that the bidder intends to project forecasts for or study the current state in the report.

FORM – VI Particulars for Selection of Market Research Agencies – Technical Bid

Sl. No.	Particulars	Annexure No. & Attachment Name
---------	-------------	--------------------------------

(To be submitted by the Bidders on their letter-heads)

Dear Sir/ Madam,

We hereby offer to submit our request for Selection of Market Research Bidder of APHSL, as per Tender Notice no. Dt. for “Selection of Market Research Agencies”.

We unconditionally agree to abide by the Terms & Conditions specified therein.

Accordingly, we enclose an Account Payee Demand Draft/ Pay order of Rs.1,00,000/-(Rupees One Lakh only) towards Earnest Money Deposit (EMD), in favor of APHSL payable at Vijayawada.

Our brief profile is as under:

Sl. No.	Particulars	Annexure No. & Attachment Name
1	Name and contact details of Bidder	
2	Legal status of agencies (Proof to be attached)	
3	Year of establishment/Incorporation	
4	Infrastructure facility available with the Bidder such as Software/analysis tools, qualified manpower etc.	
5	Name of Managing Director, Directors, top management/ key personnel along with designation.	
6	The contact details of personnel proposed for handling the project (separate sheet may be enclosed with Bio-data and other details).	
7	List of clients presently serving/ served. (A comprehensive list of clients, including those of Govt/PSU/BFSI segment/MNC/others)	
8	List of Customer Feedback and Suggestions Studies (Year wise)	

9	Details of awards in Market Research/ Accreditation/ ISO certification details RFP for Market Study	
	(Reputed National/ international) (attach copies of certificates)	
10	Financial details Total MR billing for the last three years (Attach certified copy of audited Balance-Sheet, P&L A/c and Income Statement)	
11	PAN of the Bidder (Attach Copy)	
12	GST no. (Attach Copy)	
13	TAN No. (Attach Copy)	
14	Banker's Cheque/ DD details	No- Date- Amt-
15	Research Methodology	
16	Proposed Team	
17	Any other information that the Bidder would like to submit	If needed

I/ we hereby certify that all the particulars given above are correct and true to the best of my/ our knowledge.

I/ we certify that if appointed for carrying out survey, I /we shall appoint separate teams for any competing clients who are in the same business as APHSL to avoid clash of interests and maintenance of confidentiality. Such arrangement shall be scrupulously maintained and monitored.

In case at any stage, it is found that the information given by me/ us is false/ incorrect, APHSL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/ us.

(Signature of the Authorized person)

Full name of the Authorized person:

Designation:

Seal of the firm and date

FORM – VII Undertaking by the Bidder

(To be submitted on the bidder's letterhead)

RFP for Market Study

Date: _____

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government/ Any of the State Governments in India or any other Indian or global regulatory body.
- We also undertake that, we are not involved in any legal case such as Civil, Criminal, taxation etc. that may affect the Solvency/ existence of our firm or in any other way that may affect capability to provide/ continue the services to bank.

Dated this day of.....2020

Place:

(Signature)

(In the capacity of)

Duly authorized to sign the bid with seal for and on behalf of (Name and address of the Bidder)

Appendix II: Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Commercial Bid Template

FORM I - Particulars for Selection of Market Research Agencies – Commercial Bid
(To be submitted by MR Agencies on their letter-heads)

Dear Sir/ Madam,

We hereby submit our Commercial Bid for Selection of Market Research Bidder of APHSL of India as per proposal reference no.12/APHSL/RFP-MR/2020 dated 07/07/2020. We unconditionally agree by the Terms & Conditions specified therein.

Sr. No.	Particulars	Details/ Remarks/ Charges
1.	Name and Contact Details of the Bidder	
2.	The Contact Details of person authorized	
3.	Price Bid for the assignment (Incl of all Taxes/Duties applicable for the bidder)	INR

I/ we hereby certify that all the particulars given above are correct and true to the best of my/ our knowledge.

I/ we certify that if selected, I /we shall appoint separate teams for any competing clients who are in the same business as APHSL to avoid clash of interests and maintenance of confidentiality. Such arrangement shall be scrupulously maintained and monitored.

In case at any stage, it is found that the information given by me/ us is false/ incorrect, APHSL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/ us.

(Signature of the Authorized person) Full name of the Authorized person:

Designation:

Seal of the firm and date

Appendix III: Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <APHSL> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<**Name of the Bank**>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.

<<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only)**.
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

APPENDIX- IV Format for submitting bidder’s Queries

Vendors have to provide their queries on eligibility criteria, scope of work, terms and conditions etc. in the below format only. Vendors are requested to categorize their queries under appropriate headings. Vendors are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below:

Sl. No.	Page No.	Point/ Section	Clarification Point as stated in RFP	Queries/ Suggestion/ Deviation
1.				
2.				
3.				
4.				