

YSR STEEL CORPORATION LIMITED (YSRSCL)
(An undertaking of Government of Andhra Pradesh)

Tender Enquiry for
SELECTION OF
CONSULTANT

for providing
Engineering, Procurement, Construction
Management Consultancy Services for setting-up an
Integrated Steel Plant at YSR (Kadapa) District, A.P.

Ref No: *07/YSRSCL/Consultancy/2021-22*

Dated: 23.10.2021

DISCLAIMER

The information contained in this Tender Enquiry or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of YRSCL or any of its employees or firms, is provided to Bidders on the terms and conditions set out in this tender enquiry and such other terms and conditions subject to which such information is provided.

This tender enquiry is not an agreement or an offer by YRSCL to the prospective Bidders or any other person. The purpose of this enquiry is to provide interested parties with information that may be useful to them in the formulation of their bids pursuant to this enquiry. This enquiry includes statements, which reflect various assumptions and assessments arrived at by YRSCL in relation to the Firm.

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

Information provided in this enquiry to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. YRSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

YRSCL, its employees and firms make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this enquiry or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the enquiry and any assessment, assumption, statement or information contained therein or deemed to form part of this enquiry or arising in anyway in this Selection Process.

YRSCL 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 enquiry.

YRSCL 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 enquiry.

Table of Contents

DISCLAIMER.....	2
SCHEDULE OF EVENTS & BID DATA SHEET (BDS).....	4
NOTICE INVITING TENDERS (NIT)	7
INSTRUCTIONS TO TENDERERS	10
FORM OF TENDER.....	21
BID SECURITY DECLARATION.....	22
INFORMATION ABOUT THE BIDDER.....	23
INFORMATION REGARDING THE ORGANIZATION	24
BID CLARIFICATION REQUEST FORMAT.....	25
EXCEPTIONS AND DEVIATIONS TO TENDER DOCUMENT.....	25
DOCUMENTS TO BE SUBMITTED IN PART-I OF THE BID ENVELOPE.....	26
DOCUMENTS TO BE SUBMITTED IN PART-II OF THE BID ENVELOPE	27
PRE QUALIFICATION CRITERIA	28
TECHNICAL EVALUATION MATRIX	29
GENERAL CONDITIONS OF CONTRACT.....	35
SPECIAL CONDITIONS OF CONTRACT.....	41
SCOPE OF WORK.....	48
COMPLETION SCHEDULE	65
SUMMARY PRICE SCHEDULE.....	66
TAXES AND DUTIES	67
TERMS OF PAYMENT	69
FORMAT OF CONTRACT AGREEMENT.....	72
TENTATIVE IMPLEMENTATION SCHEDULE	78

SCHEDULE OF EVENTS & BID DATA SHEET (BDS)

The following bid-specific data shall amend and/or supplement the provisions in the Notice Inviting Tender (NIT) and Instructions to Tenderer (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in the NIT and ITT.

Tender Reference: 07/YSR SCL/Consultancy/2021-22 (Dated 23.10.2021)		
Sl. No	Item	Details
1.	Tendering Type	Open Tender Enquiry
2.	Brief Description of tender	Tender for Selection of Consultant to provide EPCM consultancy services for setting-up a 3 MTPA Greenfield Integrated Steel Plant at YSR (Kadapa) District, A.P.
3.	Brief Scope of Work	Basic Engineering, Engineering Review, Procurement Assistance, Review of QAP & Inspection certificates, Construction Supervision / Management, Assistance in start-up Commissioning and Performance Guarantee test runs
4.	Start date & time of the Issue of Tender Documents	23-10-2021 (15.00 Hrs IST)
5.	Close date & time for the submission of Tenders	12-11-2021 (16.00 Hrs IST)
6.	Last date for receipt of Tender Queries/ reporting any error by e-mail	Queries are to be submitted as per the format in Annexure – V via the contact email Id given below on or before 03-11-2021(17.00 Hrs IST). Clarification/ Responses shall be uploaded on www.aphighgradeesteels.com
7.	Pre-Bid Meeting	No Pre-Bid Meeting.
8.	Address for receipt of Tender and Opening of Tender	Managing Director YSR Steel Corporation Limited 4th floor, IHC Corporate, Mangalagiri, Guntur District, Andhra Pradesh – 522503
9.	Date and Time of opening of Techno- Commercial Bid	12-11-2021 (17.00 Hrs IST)
10.	Price Bid	The Price bids of only those bidders who qualify in the Techno-Commercial Evaluation will be opened.
11.	Contact Numbers/ e-mail	Mob No: +91 99490 06631 balaram.bandib@aphighgradeesteels.com

12.	Cost of Bidding Document (Non Refundable and Not Exempted)	Rs. 50,000 /- (Fifty Thousand Rupees only) Plus applicable GST
13.	Bid Security Declaration	Bid-Security Declaration shall be furnished as per Annexure – II
14.	Pre-Qualification requirements for Bidders	As per Annexure IX of ITT
15.	Security Deposit & Retention Money	As per clause 22 of Instruction to Tenderers (ITT)

BACKGROUND INFORMATION

1. Basic Information

- 1.1. YSR Steel Corporation Limited (YSRSCL) (formerly AP High Grade Steels Limited (APHSL)) was incorporated on November 21, 2019 as a wholly owned company of Government of Andhra Pradesh (GoAP) with the objective to establish a steel plant at YSR (Kadapa) district, Andhra Pradesh.
- 1.2. The envisaged project configuration is Coke Oven & Coal Chemical Plant (CoCCP) - Sinter Plant (SP) - Blast Furnace (BF) - Basic Oxygen Furnace (BoF) - Continuous Casting and Rolling with finished product of 3.0 MTPA HR coils.
- 1.3. YSR SCL intends to set up a 3 MTPA greenfield integrated steel plant by partnering with a competent and experienced player in the steel industry.

2. Project Background

- 2.1. Land has been allocated to YSR SCL to an extent of Ac 3,500 (Approx.) at Sunnapurallapalli and Peddandluru villages of Jammalamadugu (M) of YSR (Kadapa) district.
- 2.2. Govt. has allocated 2.00 TMC of water from the Gandikota Reservoir for the Integrated Steel Plant. YSR SCL has appointed M/s Tata Consulting Engineers Limited (M/s TCE) for preparing a detailed project report (DPR) for supply of 2.00 TMC of water from Gandikota Reservoir to the proposed Integrated Steel Plant in YSR (Kadapa) Dist. After evaluating various technical and economical options M/s TCE has recommended that tapping of water from Mylavaram reservoir instead of Gandikota reservoir will result in reduction of pipe length to (44 km-12.5 km) 31.5 Km. Based on the recommendations Govt has issued orders for drawing the allocated water of Gandikota reservoir through Mylavaram reservoir.
- 2.3. Based on the DPR and technical specifications submitted by TCE for the intake well, pipe line and raw water reservoir, YSR SCL intends to engage contractor(s) for constructing the same.
- 2.4. A 4- lane road from the nearest national High way (NH-67) to the plant boundary is to be laid. Presently 2 lane BT road is being laid.
- 2.5. A double circuit transmission line with 316 MVA capacity will be laid by APTRANSCO from nearest substation Jammalamadugu. APTRANSCO will take up the construction, operation and maintenance of the HT line from Jammalamadugu to plant MRSS.
- 2.6. 10 MVA Construction power substation is constructed to provide power to the construction activities. The power will be distributed to various construction locations as designed by the consultant.
- 2.7. A 2000 KL water sump with tapping from near by RTTPS pipe line is being constructed
- 2.8. A project office, plant peripheral boundary, main gate etc., are being constructed and are in advanced stage of completion.
- 2.9. YSR SCL has engaged M/s Dastur for preparation of Detailed Project Report (DPR)
- 2.10. M/s Dastur has submitted TEFRR and DPR is under preparation and expected to be completed by November 2021.

NOTICE INVITING TENDERS (NIT)

1. PREAMBLE

- 1.1. YRSCL invites tenders for selection of consultancy firm (“Consultant”) for providing consultancy services for setting up an integrated steel plant. The Scope of Work to be carried out by the Consultant pursuant to the terms of this Contract are, including but not limited to, basic engineering, engineering review, procurement assistance, review of QAP & inspection certificates issued by Contractor through third party inspection agencies approved by YRSCL, site supervision of construction & erection, participation during testing and commissioning, integrated operation and post-commissioning services as further detailed in the Schedule-1. The Consultant’s scope also includes to verify the vendor drawings submitted by the turnkey contractors engaged for the Project and certify the bill/invoices of the contractors engaged for the Project as Owner’s Engineer. The detailed scope of work is specified in the Technical Specification Ref. No: YRSCL/ EPCM Consultancy/ TS/ 001/ 23.10.21 placed at Schedule – 1.
- 1.2. The complete set of tender documents can be downloaded from the following website: aphighgradeesteels.com
- 1.3. Sealed tenders marked “Original” and superscribed “Tender for Providing Engineering, Procurement Assistance, Construction Management Consultancy Services for setting-up an Integrated Steel Plant at YSR (Kadapa) District, A.P.” should be sent so as to reach Managing Director, YSR Steel Corporation Limited, 4th floor, IHC Corporate, Mangalagiri, Guntur District, Andhra Pradesh - 522503 (A.P) not later than specified time and date as mentioned in BDS.
- 1.4. Tenders received by YRSCL after the specified time on the Close date for submission of tenders will be treated as ineligible tenders and will be rejected summarily and returned unopened.
- 1.5. Tenders will be opened on 12.11.2021 at 17.00 hrs. in the office of Managing Director, YSR Steel Corporation Limited, 4th floor, IHC Corporate, Mangalagiri, Guntur District, Andhra Pradesh - 522503 (A.P), in the presence of the tenderers or their representatives should they choose to be present.
- 1.6. If the date and time for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day and time will be automatically taken as the date and time for such activity.
- 1.7. Each Tenderer/ Bidder shall submit only one bid in compliance with the requirements of the bidding documents. Alternative bids will not be considered. Submission of multiple bids will cause all the bids with the Tenderer’s participation to be disqualified.
- 1.8. It shall be the responsibility of the Tenderers submitting the bid to ensure that the bid has been submitted in the formats and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any query regarding the terms and conditions/ formats, the bidder concerned may seek clarifications from YRSCL. In case, any

tampering/ unauthorized alteration is noticed in the Bid submitted from the Bidding Document available on the website mentioned in point 2 above, the said Bid shall be summarily rejected and YRSCL shall have no liability whatsoever in the matter.

1.9. YRSCL takes no responsibility for delay, loss or non-receipt of documents sent by post. No financial obligations shall accrue to the YRSCL in such an event.

1.10. The cost of bidding Document is Rs. 50,000 (Rupees Fifty Thousand only) along with applicable GST, payable by Demand Draft/ Bankers Cheque in the name of "YSR Steel Corporation Limited" and payable at Mangalagiri.

2. BID SECURITY DECLARATION:

2.1. Bidders shall submit a Bid Securing Declaration accepting that if they withdraw or modify their bids during the period of bid validity, or in the event of being awarded the contract, if they fail to sign the contract or submit a performance security before the deadline defined in this tender document or any extended time notified by the Employer, they will be suspended for the period of two years from being eligible to submit bids for contracts of YRSCL. The format for submission of Bid Securing Declaration is attached at Annexure-II

3. SECURITY DEPOSIT:

Upon acceptance of the tender, the successful tenderer shall deposit security deposit as per clause No.22 of Instructions to Tenderers.

4. PRICE BID

The tendered consultancy fees and GST shall be typed in English both in figures and in words in the appropriate columns in the Summary Price Schedule provided at Schedule-3. In case of any discrepancy between the item-wise amounts and total amounts, the item-wise amounts will govern. In case of any discrepancy between the amounts in words and the amounts in figures, the amounts in words shall prevail. All alterations or erasing shall be signed by the tenderer with date.

5. INFORMATION TO BE PROVIDED BY THE BIDDER

5.1. The tenderer shall submit all the information as requested in the tender document. Failure to provide the information and documents may result in rejection of the tender.

5.2. Full information/ details shall also be given by the tenderer in the format at Annexure-III.

6. TENDER DOCUMENTS SIGNATURE

6.1. The tenderer shall sign all schedules, Annexures, specifications, general conditions, special conditions etc. in token of acceptance thereof.

6.2. However, the signature on the price bid alone shall be deemed as acceptance of all the documents enclosed to the tender.

7. TENDER VALIDITY

- 7.1. Tenders submitted by tenderers shall remain valid for acceptance for a minimum period as stated in Instructions to Tenderers. In case of tenderer revoking or withdrawing/canceling his tender, varying any term in regard thereof during the validity period of the tender without the written consent of Employer, the tender submitted shall be liable for rejection and the employer shall invoke the provisions as per Bid Security Declaration and the tenderer is liable for any other action deemed fit as per the discretion of the Employer.
- 7.2. YRSCL reserves the right to reject any or all the tenders or the right to accept any tender other than successful tender identified through QCBS process or right to accept any tender wholly or in part, or annul the proposal of receiving tenders at any time without assigning any reason thereof and without any liability for any loss or damage, if any, suffered by the tenderer in submitting his offer and / or conducting discussions etc.

8. OTHERS

- 8.1. The successful tenderer shall submit the following documents for conclusion of the formal agreement immediately after the Letter of Award(LOA) is issued:
- The duplicate copy of LOA duly signed on all pages in token of receipt of LOA.
 - Non-Judicial stamp paper of value Rs.100/- purchased in Andhra Pradesh for execution of Agreement.
 - Permanent Account Number(PAN) allotted by Income Tax Department and copy of Auditor's report/Balance sheet etc. in proof of turnover from consulting business only.
 - Copy of Registered Partnership Deed, if a registered firm or an Affidavit of sole Proprietorship duly notarised.
 - Copy of Power of Attorney authorizing the individual to sign the Agreement duly notarised.
 - Copy of the company registration certificate, if applicable.
 - Memorandum and Articles of association.
 - Copy of registration with PF authorities
 - Copy of Registration with GST authorities.
- 8.2. Failure to start the work within 15 days from the date of issue of Letter of Award will make the successful bidder liable to be debarred from participating in YRSCL tenders for a period of 2 (two) years, in addition revocation of any other rights that are available under the contract.
- 8.3. The tender is liable for rejection, if the tenderer fails to quote price against any item in the respective columns of the price schedule.
- 8.4. If it comes to the notice of YRSCL at any stage right from request for issue of tender document that any of the certificates/documents submitted by bidders are found to be false/fake/doctored, the bidder will be debarred from participation in all YRSCL tenders for a period of 5(five) years including termination of contract, if awarded. EMD/Security Deposit etc., if any, will be forfeited. The Contracting Agency in such cases shall make good to YRSCL any loss or damage resulting from such termination. Recovery of risk and cost charges etc., will be applied. Decision of YRSCL will be final and binding in this regard.

INSTRUCTIONS TO TENDERERS

1. SCOPE OF WORK

Attention is invited to the Technical Specification Ref. No: YRSCL/ EPCM Consult/ TS/ 001/ 23.10.21 attached with this tender document at Schedule-I with all the technical details, data etc., which indicates the scope of work. The Technical Specification is to be read in conjunction with the General Conditions of Contract and Special conditions of Contract etc.

2. PRE-BID CLARIFICATIONS

- 2.1. In the event of any query regarding the terms & conditions/ formats, the tenderer may seek clarification from YRSCL before submission of the tender by writing in the format set out in Annexure-V to the contact email Id mentioned in the Bid Data Sheet . Clarifications shall be sought by the bidders on or before on or before 03-11-2021 (17.00 Hrs IST). . The response for clarifications sought by bidders will be provided by YRSCL through a Addendum before 5 days from the scheduled / extended last date of submission of tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of the Tender document. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.
- 2.2. YRSCL shall not be obliged to respond to any queries which it receives after the deadline stipulated in tender or receives via a different mode of communication. Any modification of the Tender Document, which may become necessary as a result of Pre-bid clarification/query, shall be made exclusively through issue of an Addendum, and it shall become part of the Tender Document. However, in case any query remains un-replied, it shall be construed that in respect of those queries, the respective stipulation of the tender document shall continue to apply and/ or no new stipulations are made with respect to those queries.
- 2.3. All tenderers are requested to take special note of the above instructions for compliance.

3. PRE- BID MEETING

No Pre-Bid Meeting is envisaged for this tender. Clarifications/ Responses shall be uploaded on www.aphighgradesteels.com

4. AMENDMENT TO TENDER DOCUMENT

- 4.1. YRSCL may, for any reason whether at its own initiative or otherwise, issue Addenda, Amendments and/or Clarifications during the bidding period which shall be uploaded on aphighgradesteels.com website and become part of Tender document. Bidder should take note of all amendment and/or Clarifications while submitting their bid.
- 4.2. The bidder is advised to visit the aphighgradesteels.com website from time to time to check updates/ Amendments and/or Clarifications to the tender documents, if any

5. SUBMISSION OF BID DOCUMENTS:

- 5.1. The tenderer shall satisfy the Employer that he is competent and authorized to submit tender and / or to enter into a legally binding contract with the employer. To this effect, any person giving a tender shall submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be. Such documentary evidence can be either a power of attorney or a resolution of the Board of Directors of the company of the bidder.
- 5.2. The tenderer shall carefully study the tender specification and shall satisfy himself regarding the details given in the tender specification.
- 5.3. The YRSCL reserves the right to accept or reject any bid, and/or to annul the bidding process and reject all or any bid(s) at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for YRSCL action.
- 5.4. The Tenderer shall be deemed to have visited and examined the site and its surroundings and obtained for itself on its own responsibility all information, the nature and details of existing conditions of site, means of transport and communication and as to possible interruptions thereto and access and egress from the site, to have made independent enquiries, examine and fully satisfy itself as to climatic conditions and all other matters which may affect the work, that may be necessary for preparing the tender and entering into an Agreement for the work. The cost of visiting the site shall be at the tenderer's own expense.
- 5.5. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation/execution of the order.
- 5.6. The Bidders are required to submit offers strictly as per the terms and conditions/ specifications given in this Tender document without any deviations.
- 5.7. The tender shall be submitted so as to reach the address mentioned in the Bid Data Sheet on or before the closing time and date mentioned in the bid data sheet or any extended date and time notified by the employer. All the duly filled in pages of the tender document and attachments that are numbered sequentially, signed & stamped by the authorized person of the firm / company.
- 5.8. Although the details presented in this Tender document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 5.9. It shall be the responsibility of the persons submitting the bid to ensure that the bid has been submitted in the formats and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any query regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorized officer of YRSCL as specified in BDS. In case any tampering/ unauthorized alteration is noticed in the Bid submitted from the Bidding Document available on the aphighgrade-steels.com Website, the said Bid shall be summarily rejected and the company

shall have no liability whatsoever in the matter.

- 5.10. Cost of bidding document is to be submitted in the form of Demand Draft/Banker Cheque & in the manner given in Tender document.

6. EXCEPTIONS AND DEVIATIONS

- 6.1. In exceptional cases, if the Bidder wishes to stipulate any exceptions and deviations to the tender specifications, General Conditions of Contract and Special Conditions of Contract or any other tender documents, the Bidder shall indicate the same as per the format for exceptions/ deviations in Annexure-VI. Bidder shall note that clarifications/ queries/ deviations mentioned elsewhere in the offer and/ or in any other format shall not be given any cognizance. If exceptions are not clearly listed as such, the same will not be considered by the Employer.
- 6.2. It may be noted that once the deviations are provided, the Bidder would not be allowed to withdraw the deviation submitted.
- 6.3. The Tender evaluation committee appointed by the Employer would evaluate all the bids 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.

7. BID DOCUMENT PREPARATION

- 7.1. The Tenderer shall be deemed to have acquainted itself of the central and State Govt. taxes, duties, laws, statute, regulations, levies and other charges relating to the work to be performed.
- 7.2. The Bidding Document/tender shall consist of all the bid documents as indicated in the table of contents and should be read in conjunction with any amendment(s) and/or clarification(s) issued subsequently.
- 7.3. The Bidder is expected to examine the complete Tender Document. Failure to furnish all information required as per the Tender Document or submission of a bid not substantially responsive to the Bidding Document in any respect could result in rejection of the Bid.
- 7.4. Tender documents are exclusive documents of YSRSCCL and once downloaded are non-transferable and shall at all times remain the exclusive property of YSRSCCL with a license to the intending Bidder to use the Bidding Documents for the limited purpose of submitting the bid.
- 7.5. Insertions, post script, additions and alterations shall not be recognized.
- 7.6. Tender shall be submitted under a covering letter indicating clearly the summary of tender chapters with annexures of the complete tender. The tender shall be prepared and submitted in **three (3) parts in three separate sealed envelopes** as detailed below. **All the three sealed envelopes are to be placed in one envelope, properly sealed, clearly mentioning Tender name, Bid reference number** and addressed to the bid receiving authority as mentioned in Sl.8 of Bid data Sheet. All documents in the respective envelopes are to be numbered mentioning part no. and page no. clearly and in sequence. Un-numbered or out of sequence

documents are liable to be rejected.

7.6.1. PART – I: INFORMATION ABOUT THE BIDDER

One envelope shall contain the documents as mentioned at Annexure- VII, with one original, three copies and a soft copy in pen drive.

The envelope will be sealed properly and clearly mentioning **PART – I, Tender name, Bid reference number and** addressed to the bid receiving authority as mentioned in Sl.8 of BDS.

7.6.2. PART – II: TECHNO-COMMERCIAL DOCUMENTS

One envelope containing complete techno-commercial portion including documents as detailed in Annexure-VIII, with One (1) original set and three (3) copies shall be submitted along with soft copies in pen drive.

The envelope will be sealed properly and clearly mentioning **Tender name, Bid reference number and “PART – II: TECHNO-COMMERCIAL”** and addressed to the bid receiving authority as mentioned in Sl.8 of BDS

7.6.3. PART – III: PRICE BID

One envelope containing prices in figures & words as per Price Schedule Format given in Schedule-3, with One (1) original and three (3) copies shall be submitted along with a soft copy in pen drive. This part shall not contain any terms & conditions other than prices. Price bid quoted by Tenderer in any other format is liable to be rejected.

The envelope will be sealed properly and clearly mentioning **Tender name, Bid reference number and “PART – III: PRICE”** and addressed to the bid receiving authority as mentioned in Sl.8 of BDS.

No supplementary/revised price offer/revision in prices shall be submitted by the tenderer unless the same is specifically requested in writing by the Employer based on clarifications and discussions. This supplementary/revised offer (in respect of prices only), when requested by YRSCL, should also be submitted in separate sealed cover superscribing the tender number, Name of the work and the words “Revised Prices” duly indicating the letter reference number & date of YRSCL seeking revised/revision in prices.

- 7.7. Tenders received in part and not meeting the requirement of separate sealed covers as mentioned in clause 7.6, will be summarily rejected.
- 7.8. All the copies of tenders shall be complete in all respects with all their attachments / enclosures.
- 7.9. The consultant shall make all necessary arrangements for deputation of his representatives to YRSCL, as and when required.
- 7.10. The consultant shall not have any rights on the deliverables and the same becomes property of YRSCL on submission by the consultant.

7.11. All the payments will be made in Indian Rupees only.

7.12. The Consultant shall complete the entire work in line with tender specification within the stipulated time frame. No extra time or extension of contract period is allowed unless specifically agreed to in writing by YSR SCL.

8. BID VALIDITY

8.1. Bid shall remain valid for acceptance for a period of 180 days (6 Months) from the due date/ extended due date of opening of the bid. The Bidder shall not be entitled to revoke or cancel its bid or to change the bid except and to the extent required by YSR SCL in writing during the bid validity period. If required, the YSR SCL may request the tenderer to extend the bid validity period. The request and responses thereto shall be made in writing.

8.2. In case of tenderer revoking or withdrawing/canceling his tender, varying any term in regard thereof during the validity period of the tender without the written consent of Employer, the tender submitted shall be liable for rejection and the bidder will be suspended for the period of two years from being eligible to submit Bids for contracts of YSR SCL as mentioned in Bid Security Declaration and the tenderer is liable for any other action deemed fit as per the discretion of the Employer.

9. CONSORTIUMS/ SUB-CONTRACTING

Bidder's participation through consortium is not allowed. The bidders also shall not sub-contract part or whole of the work

10. RECEIPT OF TENDER

10.1. The tender will be received at the address mentioned in the Sl.8 of Bid Data Sheet.

10.2. The Tenderer has the option of sending the tender by Registered Post, courier or submitting the tender in person, so as to reach on or before the closing time and at the address mentioned in the Bid Data Sheet. Tender received after the due date and time of submission of tender shall not be accepted.

10.3. All correspondences with regards to this tender enquiry shall be made through e-mail to the contact email Id mentioned in the Bid Data Sheet.

11. TRANSFER OF TENDER DOCUMENTS / TENDERS

Transfer of Tender Documents issued to one Tenderer to another is not permissible. Similarly transfer of tenders submitted by one Tenderer to another party is not permissible.

12. LANGUAGE

The tender shall be submitted in English language. In case any document furnished by Tenderer is written in another language, it must be accompanied by a translation of the document in English language duly authenticated.

13. COMPLIANCE OF COMPANY LAW

Tenderer must declare whether the Proprietor/ Partner/ Director of the firm has any relation

with any employee working in YSR SCL or Director of YSR SCL and if so, the details and relationship thereof must be furnished.

14. NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

Tenderer who submitted their tender shall not be entitled to claim any cost, charges and expenses incidental to or incurred by him through or in connection with his submission of tender or its consideration by YSR SCL, even though YSR SCL may select to modify /withdraw the Invitation to Tender or does not accept the tender.

15. OPENING OF TENDERS

15.1. YSR SCL shall open the bids on the date & time specified in the Bid Data Sheet

15.2. Tender that is received after the closing time mentioned in the Bid Data Sheet shall not be opened.

15.3. The date fixed for opening of bids, if subsequently declared as holiday by YSR SCL, the revised date of opening will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

15.4. In case of non-receipt of sufficient number of bids, the Employer reserves the right either to open the received bids or suspend/ further extension of due date of submission of offer may be given or re-tendered, at the discretion of the YSR SCL.

15.5. The bids will be opened in the presence of authorized representatives of the tenderers who may choose to be present.

15.6. The First envelope shall be opened immediately after the last date and time of receipt of tender for verification of cost of tender document and other documents as mentioned at Annexure-VII

15.7. The second envelope shall be opened after verification and confirmation of compliance of the requirements as per Annexure VII or at a later date and time which shall be intimated.

15.8. Time, date and venue of opening of third envelope ie., Envelope-III Price bid of the tender shall be intimated to those tenderers whose offers are found technically and commercially acceptable.

16. REJECTION OF TENDERS

16.1. The tender is liable for rejection on account of any of the following:

16.1.1. The bidder fails to submit the Bid Security Declaration

16.1.2. The bidder fails to submit the required particulars in the manner detailed else where in the bid document.

16.1.3. The bidder fails to submit the different parts of tender in separate envelopes.

16.2. For reasons other than above as mentioned in the tender document

17. METHOD OF EVALUATION AND SELECTION OF SUCCESSFUL BIDDER:

“Pre- Qualification Criteria (PQC)” and “Quality And Cost Based Selection (QCBS)” process will be adapted for evaluation and selection of successful bidder with 80% weightage to technical bid and 20% weightage to price bid.

17.1. PQ AND TECHNICAL EVALUATION:

During PQ and technical Evaluation process, the tenderer shall be prepared to furnish clarifications/information and attend discussions as called for by the Employer at short notices. The offers of the tenderers who fail to answer all the clarifications/information called for to the satisfaction of the employer will be rejected. After all the clarifications/information are received to the satisfaction of the Employer as per the requirement of Pre- Qualification Criteria given at Annexure-IX, the bidders qualified in PQ evaluation will be asked to present methodology and work plan to the employer or to the team designated by the employer. Subsequently, the Techno- commercial document will be evaluated as per the Technical Evaluation Matrix given at Annexure-X

17.1.1. PRE- QUALIFICATION EVALUATION

- a. During evaluation of Pre- qualification, the bid will be evaluated for all the parameters as given in the Pre- Qualification criteria given at Annexure-IX based on the supporting documents submitted as mentioned in the annexure.
- b. Accordingly, the bidders qualified for Technical and Commercial Evaluation shall be identified upon evaluation.

17.1.2. TECHNICAL AND COMMERCIAL BID EVALUATION

- a. Technical Evaluation of the pre- qualified bidders will be done as per the Technical Evaluation Matrix given at Annexure-X, which provides the marks that can be given for each of the parameters and the supporting documents required to award the scores.
- b. During technical evaluation of the technical bid, quality score is assigned out of the maximum 100 (Hundred) marks, to each of the responsive bids, as per the schemelaid down in the Technical Evaluation Matrix.
- c. The bidders who score 70% and above as per the technical evaluation criteria are considered as technically responsive and the rest would be considered technically non-responsive and would not be considered for further evaluation. The price bids of such non- responsive bids will be returned unopened.
- d. Relative Technical Score (Tn) for each bidder will be calculated as follows:

$$T_n = (T/Thigh) * 100 \text{ (Adjusted to two decimal places)}$$

Where Tn = Relative score obtained by the Bidder

T = Technical score obtained by the bidder

Thigh= Highest Technical score secured among the qualified bidders.

17.1.3. PRICE BID EVALUATION

Following methodology will be adopted for opening and evaluation of their price bids:

- a. The bidders, who are qualified based on Pre-Qualification Criteria and score at least 70 marks from the technical evaluation criteria would be considered technically qualified and shall be considered for Price Bid Evaluation.

The Price-Bids of only technically qualified bidders will be opened. Such qualified Bidders will be informed about the date and time of Price-bid opening.

- b. Before opening the price bid, the blank price bid format submitted by the bidder as per Schedule-3 will be scrutinized for completeness of the price format. Price bid of bidders who have submitted incomplete blank price format will be rejected and will be returned unopened.
- c. The filled in price bid will be compared with the blank price format submitted and in case of any discrepancy between the two, the bid will be summarily rejected
- d. Base price plus all applicable taxes excluding GST will be considered for price bid evaluation.
- e. Errors & Rectification: If there is a discrepancy between the item-wise price and the total price that is obtained by summing-up the item-wise prices, the item-wise price shall prevail and the total price shall be corrected. All errors in totaling in the amount column and in carrying forward totals shall be corrected and the tendered sum amended accordingly during price evaluation.
- f. If there is a discrepancy between words and figures, the amount in words will prevail.
- g. Relative Financial Score (Fn) for each bidder will be calculated as follows:
 - i. Amongst the qualified bidders, the bidder with lowest qualifying price bid (L1) will be awarded 100% Financial score
 - ii. Financial Scores for Bidders other than L1 will be evaluated using the following formula:

$$\text{Financial Score of a Bidder (Fn)} = \left\{ \left(\frac{\text{price bid of L1}}{\text{Price Bid of the Bidder}} \right) \times 100 \right\} \% \text{ (Adjusted to two decimal places)}$$

17.1.4. SELECTION OF SUCCESSFUL BIDDER:

- a. In line with Quality and Cost Based Selection (QCBS) method, the technical and financial scores secured by each bidder will be consolidated by assigning weightage of 80% and 20% respectively to compute a Composite Bid Score (rounded to two decimal points) as follows:

$$B_n = 0.80 \times T_n + 0.20 \times F_n$$

Where

B_n = Composite Bid Score of bidder.

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized price score of the bidder

- b. The bidder securing the highest Composite Bid Score (B_n) will be adjudicated as the Successful Bidder for award of the Project.
- c. In the event that two or more bidders obtain the same highest composite bid scores, the bidder securing the highest technical score amongst them will be adjudicated as the Best Value Bidder(or successful bidder).

18. FINALIZATION OF TENDER

- 18.1. While YRSCL will endeavor to finalize the tender at the earliest, it reserves the right to delay finalization of tender, if necessary, without assigning any reasons for the same.
- 18.2. YRSCL reserves the right to accept a bid other than the one which scores the highest and to accept or reject any bid in whole or part, to annul the bidding process or to reject all bids. YRSCL shall bear no liability whatsoever consequent upon such decisions.

19. NEGOTIATION

- 19.1. Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held only with the bidder with highest overall score computed as per clause 17.1.4. Bidder shall attend such negotiation meetings if requested by the Owner and shall provide the analysis of fees /break up of amount quoted by him to demonstrate the reasonability.
- 19.2. As a result of negotiation, Bidder may offer rebate on his earlier quoted price. However, no uncalled for or voluntary rebate offered shall be considered for evaluation.

20. AWARD OF WORK

- 20.1. Prior to the expiration of the validity period, YRSCL will notify the successful bidder in writing or by email through a Letter of Award (LoA), that its offer has been accepted. In case the selection process has not been completed within the stipulated period, YRSCL may request the bidders to extend the validity period of the bid.
- 20.2. Once the Letter of Award is issued upon acceptance of their offer, the offer is contractually binding on the successful bidder. The Bidder may return a copy of the same duly signed by the authorized signatory as a token of acknowledgement of receipt.

21. SIGNING OF AGREEMENT

The Agreement will be signed and executed by and between YRSCL and the successful Tenderer, at the earliest but not later than thirty (30) days from the issue of YRSCL's Letter of Award. All expenses of completing and stamping the said Agreement shall be borne by the successful tenderer.

22. SECURITY DEPOSIT:

- 22.1. Upon acceptance of the tender, the successful tenderer shall deposit with the Employer a sum sufficient, to make the Security Deposit to the extent of 5% (Five percent) of the total

- contract value, at all times, towards performance guarantee.
- 22.2. Retention money shall be deducted at 5% from Running bills. However, the total Security deposit together with retention money shall not exceed 10% of total contract value.
- 22.3. If the security Deposit is submitted in the form of Bank Guarantee(BG), the same should be valid initially upto 12 months after completion period of this contract.
- 22.4. One half of the Security deposit(if in the form of amounts deposited with employer) shall become due and shall be repaid to the Consultant when the Engineer certifies that the works have been completed by the Consultant as per tender terms & conditions. The other half shall become due and repaid to the Consultant after 12 months after issue of contract completion certificate and certificate for fulfilling the guarantee obligations spelt out at Cl.No.10.0 of SCC to be issued by Engineer to this effect.
- 22.5. Government undertakings will not be required to submit Security Deposit but however they shall submit "Performance Guarantee Bond" in lieu of Security Deposit in approved YSR SCL formats.
- 22.6. In case the Security Deposit is submitted in the form of Bank Guarantee, the same shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Consultant and the Employer under the General Conditions of Contract or otherwise.
- 22.7. The Bank Guarantee for security deposit shall remain in full force and effect during the period of the Contract and shall continue to be enforceable till the expiry of the guarantee period. The Bank guarantee shall provide for extension of validity on demand by the Employer. Such extension of validity shall be confirmed by the guarantor bank without any reference to the Consultant.
- 22.8. Should the extent or the object of the Contract be altered during the execution of the Contract in such a way as to effect an increase or reduction on the Contract Price by more than 10% the amount in the Bank guarantee shall be increased or reduced correspondingly and accordingly by the Consultant shall arrange either for new BG or enhance the existing BG value.
- 22.9. The Bank Guarantee and/or any amendment thereto shall be executed on a stamped paper of requisite money value as prescribed by the Statute.
- a. All Bank Guarantees and extensions of Bank Guarantees shall be sent in a sealed envelope directly by the Bank through registered post to the officers of YSR SCL.
 - b. Bank Guarantees/Extensions of Bank Guarantees submitted by the Consultants directly will not be admitted.
- 22.10. The Non-judicial stamp paper of value Rs.100/- for the Bank Guarantee should be purchased in the name of executing Bank only.
- 22.11. If Security Deposit is submitted in the form of BG, the proforma for the same shall be agreed by YSR SCL

- 22.12. 50% of the accumulated retention money would be released against Bank guarantee after completion of 75% of the work and balance 50% of total accumulated retention money would be released after completion of contractual obligations and on certification of the Engineer to that effect.
- 22.13. Bank Guarantee for the full value covering the security deposit and retention money in YSRSC approved proforma will be accepted, if the Consultant so desires and no deduction towards retention money will be made from the Running Account Bills except for variations in the Contract values.
- 22.14. In case the Consultant fails to submit the requisite Bank Guarantee even after 30 days from the date of issue of LOA, the contract shall be terminated by invoking the provisions as per Bid Security Declaration and duly forfeiting other dues, if any payable against that contract. The failed consultant shall be debarred from participating in re-tender for that work.
- 22.15. 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.
- 22.16. YSRSC shall invoke the performance guarantee in case the selected Consultant fails to discharge their contractual obligations during the period or YSRSC incurs any material loss due to Consultant's negligence in carrying out the project implementation as per the agreed terms & conditions.

FORM OF TENDER
YSR STEEL CORPORATION LIMITED

To,
Managing Director
YSR Steel Corporation Limited
4th floor, IHC Corporate,
Mangalagiri, Guntur District,
Andhra Pradesh - 522503 (A.P)

Dear Sir,

Sub : YSR Steel Corporation Limited – Tender Document for Providing Consultancy Services for setting-up an Integrated Steel Plant at YSR (Kadapa) District, A.P.

With reference to the tender(Ref No. 07 /YSRSCCL/Consultancy/2021-22) invited by YSR Steel Corporation Limited, I/We have examined the General conditions of Contract, Special conditions of Contract, Articles of Agreement, invitation to tender, Instructions to Tenderer and Specifications. I/We hereby offer the Consultancy services in conformity with the said General Conditions of Contract, Special Conditions of Contract, Articles of Agreement, Invitation to Tender and Specifications at the prices mentioned in the Price Bid.

I / We undertake to complete and deliver the whole of the works comprised in the contract within .calendar months from the date of commencement of work.

I / We have submitted a Bid Security Declaration as per the format of the Bid document accepting that if I / We withdraw or modify our bids during the period of validity, or if I / We are awarded the contract and fail to sign the contract, or to submit a Security Deposit Bank Guarantee before the deadline defined in the tender document, I / We agree to be suspended for the period of two years from being eligible to submit Bids for any work of YSRSCCL.

I / We hereby agree that unless and until the formal agreement is prepared and executed in accordance with the Articles of Agreement, this tender together with your written letter of intent thereof, shall constitute a binding Contract between us.

I / We hereby understand that you are not bound to accept the successful bidder as per QCBS or any tender you may receive.

Yours faithfully,

Name of Partners of the Firm, if any.

- 1.
- 2.
- 3.

Signature

Address:

Date:

BID SECURITY DECLARATION

Tender Notice No: 07/YSRSCCL/Consultancy/2021-22 Dated 23.10.2021

From:

M/s: _____

To:

**The Managing Director ,
YSRSCL,
4th floor, IHC Corporate,
Mangalagiri, Guntur District,
Andhra Pradesh - 522503**

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the tender document, I/We will be suspended for the period of two years from being eligible to submit Bids for all future contracts.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder.

Seal of Company

For M/s _____

Signature of the Bidder:

Name:

Designation:

INFORMATION ABOUT THE BIDDER

Sl. No.	Description	Bidder's reply (To be filled-in / replied appropriately by the bidder along with supporting documents as applicable)
1	Name & Address of the Company	
2	Name of Owners / Top Management	
3	Name of Point of Correspondence	
4	Contact details - email Id & Mobile no.	
5	Year of establishment:	
6	PAN No. (Attach Copy)	
7	TAN No. (Attach Copy)	
8	GST registration No. (Attach Copy)	
9	Bank Account Details(Account name, Account number, IFSC Code)	

INFORMATION REGARDING THE ORGANIZATION

Please put Not Applicable(NA) which ever is not applicable. Additional pages/ documents may be attached clearly mentioning Details for Annexure-IV

	Relevant Document details
In case of Sole Proprietorship	
Full name, address and place of business	
Financial status of the Company	
Qualification & experience of the promoter	
A copy of latest Annual audited Profit & Loss statement	
In case of Partnership firms:	
Names of all partners and their addresses	
Financial status of the firm and its partners	
Qualification & experience of the firm and its partners	
Copy of partnership deed	
A copy of latest Annual audited Profit & Loss statement	
Copy of the Firm Registration Certificate	
In case of private or public limited Companies:	
Date and place of Registration, including date of commencement of business certificate in case of Public Limited Companies. Certified copies of Memorandum and Articles of Association are to be furnished.	
Nature of business carried out by the company and the provisions of its memorandum relating thereto.	
Names and particulars, including addresses of all the directors.	
Previous experience	
Authorized, subscribed and paid up Capital.	
Copy of latest annual report.	

Annexure-V

BID CLARIFICATION REQUEST FORMAT

Clause No:	Existing Clause	Clarification Sought	Remarks

Annexure-VI

EXCEPTIONS AND DEVIATIONS TO TENDER DOCUMENT

SI No.	Page Number of Tender Document	Para/Clause Number of Tender Document	Existing para/ clause	Deviation	Remarks

DOCUMENTS TO BE SUBMITTED IN PART-I OF THE BID ENVELOPE

The Tenderer shall submit the following information in the part I of the tender

Sl.No	DOCUMENTS TO BE SUBMITTED IN PART-1 ENVELOPE
1.	Cover letter indicating offer no. and date detailing list of contents in the bid document being submitted by the Bidder.
2.	Check list duly filled as per format
3.	Authorised signatory-power of attorney or a resolution of the Board of Directors
4.	Form of Tender in the format given in Annexure-I signed by authorized signatory.
5.	Bid Security Declaration in the format given at Annexure-II
6.	Information about the bidder in the format given at Annexure-III
7.	Information regarding organisation in the format given at Annexure-IV
8.	GST Registration No & P.F. Registration Number with documentary proof
9.	Payment towards Cost of Bidding Documents
10.	PAN No. with documentary proof
11.	Type of Company that is whether Sole Proprietarship, Registered Partnership Firm, Private Limited Company, Public Limited Company along with the following documents;
11A	In case of Sole Proprietarship, Affidavit of Sole Proprietorship duly notarized.
11B	In case of Partnership Firm, attested copy of Partnership deed along with amendment, if any and proof of Registration, if any.
11C	In case of Limited Companies, Memorandum and Articles of Association, Certificate of Incorporation, authorized, subscribed and paid-up capital.
12.	Tenderer's declaration on Compliance of Company Law as per provision of clause 13.0 mentioned hereinafter.

DOCUMENTS TO BE SUBMITTED IN PART-II OF THE BID ENVELOPE

The Tenderer shall submit the following information in the part II of the tender

Sl.No:	DOCUMENTS TO BE SUBMITTED IN PART-II ENVELOPE
1	Documents in support of Pre Qualification evaluation criteria as mentioned at Annexure - IX
2	Documents in support of technical evaluation Matrix as mentioned at Annexure-X
3	Tender Technical specification as given in Schedule 1 along with the amendments, if any duly signed on each page as token of acceptance of the contents of the specification.
4	Exceptions/ deviations statement, if any
5	Signed GCC, SCC, Agreement copy, BG Format, ITT, NIT, its Annexures, schedules
6	Basic approach envisaged for offering the EPCM consultancy services
7	Detailed time schedule / activity-wise bar chart indicating best time schedule by which Tenderer proposes to deliver the EPCM consultancy services
8	Blank price format with the word "QUOTED" written in place of price data furnished in the Price Bid

PRE QUALIFICATION CRITERIA

Sl. No	Criteria	Documents for Confirmation
1	Bidder shall have an average Annual turnover more than Rs 60 Crores or Equivalent (in words, Sixty Crore Indian rupees or Equivalent) as per audited statements during the last three financial years (FYs) 18, 19 and 20 i.e., 2017-18, 2018-19 and 2019-20	Audited Financial Statement / Profit & Loss Account with Turnover for Last Three Financial Years (FYs) 18, 19 and 20 i.e., 2017-18, 2018-19 and 2019-20 OR Certificate from statutory auditor of bidder
2	Net worth of the bidder shall be positive as per audited balance sheet during the last three financial years (FYs) 18, 19 and 20 i.e., 2017-18, 2018-19 and 2019-20	Audited Financial Statement for the last three Financial Years (FYs) 18, 19 and 20 i.e., 2017-18, 2018-19 and 2019-20 OR Certificate from statutory auditor of bidder
3	Within last 20 years from the start date of the issue of tender documents as mentioned in Bid Data Sheet, the bidder should have done EPCM Consultancy Services for setting up an Integrated Steel Plant through BF-BoF route in India, that is completed and commissioned, subject to anyone of the following. i. Single Project of minimum capacity 2.5 MTPA (OR) ii. Two Projects each having minimum capacity of 1.5 MTPA	i. Work order copies including amendments issued if any indicating broad scope. ii. Satisfactory completion certificate obtained from principal owner of the work for whom the work has been executed indicating the completion date. iii. Other relevant supporting documents.

TECHNICAL EVALUATION MATRIX

Sl. No	Criteria	Scoring Method	Max. Marks	Documents for Confirmation
1	<p>Experience in EPCM consultancy services for setting up an Integrated Steel Plant through BF-BoF route in India</p> <p>Note: Only project(s) where both commencement of EPCM consultancy services and the successful operation of the plant for at least 3 years are achieved in the past 20 years from the start date of the issue of tender documents as mentioned in Bid Data Sheet are considered</p>		25	
1a	Greenfield project(s)	<p>01. At least one project with crude steel capacity of 1 - <2 MTPA - 05 Marks OR</p> <p>02. At least one project with crude steel capacity of 2 - <2.5 MTPA - 10 Marks OR</p> <p>03. At least one project with crude steel capacity of 2.5 - <3 MTPA - 15 Marks OR</p> <p>04. At least one project with crude steel capacity greater than or equal to 3 MTPA - 20 Marks</p>	20	<p>Work Order or Agreement indicating date of award, scope of work and plant configuration</p> <p>Certificate from client indicating commissioning of the project and successful operation for at least 3 years</p>
1b	Expansion project(s) Capacity Addition	<p>01. At least one project with additional crude steel capacity of 1 - <1.5 MTPA - 01 Mark OR</p> <p>02. At least one project with additional crude steel capacity of 1.5 - <2 MTPA - 03 Marks OR</p> <p>03. At least one project with additional crude steel</p>	5	

Sl. No	Criteria	Scoring Method	Max. Marks	Documents for Confirmation
		capacity greater than or equal to 2 MTPA - 5 Marks		
2	<p>Steel Industry specific experience of EPCM consultancy services on project(s) related to major process units in iron and steel making</p> <p>Note: 1) Only project(s) where both commencement of EPCM consultancy services and the project(s) commissioning were done in the past 20 years from the start date of the issue of tender documents as mentioned in Bid Data Sheet are considered 2) Project(s) references cited for Sl. No 1 cannot be cited for item Sl. No 2</p>	<p>01. Project(s) with a cumulative capacity of 1 – <3MTPA - 03 Marks 02. Project(s) with a cumulative capacity of 3 - <5MTPA - 05 Marks 03. Project(s) with a cumulative capacity greater than or equal to 5 MTPA - 10 Marks</p>	10	<p>Work Order or Agreement indicating date of award, scope of work and plant configuration</p> <p>Certificate from client indicating commissioning of the project.</p>
3	<p>Major Process Units</p> <p>Note: Only project(s) where both commencement of EPCM consultancy services and the project(s) commissioning were done in India in the past 20 years from the start date of the issue of tender documents as mentioned in Bid Data Sheet are considered</p>		25	
3a	<p>Experience in EPCM consultancy services for Sinter Plant</p>	<p>01. Project(s) with design capacity less than 350 square meters - 01 Mark OR 02. At least one project with design capacity of 350 square meters or more - 05 Marks</p>	5	<p>Work Order or Agreement indicating date of award, scope of work and plant configuration</p>

Sl. No	Criteria	Scoring Method	Max. Marks	Documents for Confirmation
3b	Experience in EPCM consultancy services for Blast Furnace	01. Project(s) with design capacity less than 3000 cubic meters - 01 Mark OR 02. At least one project with design capacity of 3000 cubic meters or more - 05 Marks	5	Certificate from client indicating commissioning of the plant unit/project
3c	Experience in EPCM consultancy services for Basic Oxygen Furnace (BoF)	01. Project(s) with design capacity less than 125 tons - 01 Mark OR 02. At least one project with design capacity of 125 tons or more - 05 Marks	5	
3d	Experience in EPCM consultancy services for Thin Slab Casting & Rolling (TSCR)	01. Project(s) with design capacity less than 2 MTPA - 01 Mark OR 02. At least one project with design capacity of 2 MTPA or more - 05 Marks	5	
3e	Experience in EPCM consultancy services for Coke Oven and Coal Chemicals Plant (CoCCP)	01. Project(s) with design capacity less than 0.8 MTPA - 01 Mark OR 02. At least one project with design capacity of 0.8 MTPA or more - 05 Marks	5	
4	Key Personnel		30	
4a	Project Manager - must be graduate in Engineering in any discipline. Minimum experience of 15 years in EPCM Consultancy services for steel projects is required.	As Project Manager, 01. One project completed - 02 Marks 02. Two projects completed - 03 Marks 03. Three or more projects completed - 04 Marks	4	CV (Curriculum Vitae): To be endorsed by self and countersigned by authorized representative of the company
4b	Expert in Sinter Plant - must be graduate in Engineering in any discipline.	Number of Years of experience in EPCM consultancy services of Sinter Plant: 01. More than 5 years and less than 10 years - 01 Mark OR 02. More than 10 years and less than 15 years - 02	3	

Sl. No	Criteria	Scoring Method	Max. Marks	Documents for Confirmation
		Marks OR 03. More than 15 years - 03 Marks		
4c	Expert in Blast Furnace - must be graduate in Engineering in any discipline.	Number of Years of experience in EPCM consultancy services of Blast Furnace: 01. More than 5 years and less than 10 years - 01 Mark OR 02. More than 10 years and less than 15 years - 02 Marks OR 03. More than 15 years - 03 Marks	3	
4d	Expert in Basic Oxygen Furnace (BoF) - must be graduate in Engineering in any discipline.	Number of Years of experience in EPCM consultancy services of Basic Oxygen Furnace: 01. More than 5 years and less than 10 years - 01 Mark OR 02. More than 10 years and less than 15 years - 02 Marks OR 03. More than 15 years - 03 Marks	3	
4e	Expert in Thin Slab Casting & Rolling (TSCR) in the Flats segment - must be graduate in Engineering in any discipline.	Number of Years of experience in EPCM consultancy services of TSCR: 01. More than 5 years and less than 10 years - 01 Mark OR 02. More than 10 years and less than 15 years - 02 Marks OR 03. More than 15 years - 03 Marks	3	

Sl. No	Criteria	Scoring Method	Max. Marks	Documents for Confirmation
4f	Expert in Coke Oven and Coal Chemicals Plant (COCCP) - must be graduate in Engineering in any discipline.	Number of Years of experience in EPCM consultancy services of COCCP: 01. More than 5 years and less than 10 years - 01 Mark OR 02. More than 10 years and less than 15 years - 02 Marks OR 03. More than 15 years - 03 Marks	3	
4g	A minimum of 2 Engineering Personnel each in the fields of Civil, Structural, Power, Automation, and Utilities. Each must be graduate in Engineering in any discipline.	Number of Years of experience in EPCM consultancy services: For each person (maximum of two persons per field) having a minimum experience of 10 years - 0.5 Marks	5	
4h	Lead Construction Manager – must be graduate in Engineering in any discipline. Minimum experience of 15 years in EPCM Consultancy services for steel projects is required.	As Lead Construction Manager, 01. One project completed - 01 Mark 02. Two projects completed - 02 Marks 03. Three or more projects completed - 03 Marks	3	
4i	Persons Employed: No. of Persons employed by the bidder for Engineering and Construction Management as on issue date of tender enquiry	01. Total employed up to 200 persons - 01 Marks 02. Total employed 200 - 400 persons - 02 Marks 03. Total persons employed more than 400 persons - 03 Marks	3	Declaration by the authorized signatory of the bidder
5	Methodology, Workplan		10	
5a	Approach & Methodology	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.	5	Technical proposal submitted by bidder
5b	Workplan & Deployment Chart		5	Presentation Document in PDF format with a password to be

Sl. No	Criteria	Scoring Method	Max. Marks	Documents for Confirmation
				submitted post the Presentation by the Bidder

YSR STEEL CORPORATION LIMITED

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS & INTERPRETATIONS

Definitions : In the contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them except where the context otherwise requires.

- 1.1. "Employer" means YSR Steel Corporation Limited, 4th floor, IHC Corporate, Mangalagiri, Guntur District, Andhra Pradesh - 522503 (A.P) and includes employer's representative or successors or assigns. Employer's representative includes "Engineer".
- 1.2. "Tenderer" shall mean person or persons, firms or Company /corporation submitting a tender against the Invitation to Tender and shall include his / its / their heirs, executors, administrators, legal representatives, successors and his / their Indian Agents.
- 1.3. "EPCM Consultancy Services" means Basic Engineering, Engineering Review, Procurement Assistance, Inspection Services, Construction Supervision / Management, Assistance in start-up Commissioning and Performance Guarantee test runs
- 1.4. "Owner" shall mean "Employer" as defined at Clause No. 1.1 above
- 1.5. "Engineer" means an engineer appointed from time to time by the employer.
- 1.6. "Engineer's Representative" means any assistant of the engineer of works or any other employee or agent appointed from time to time by the employer or the engineer to perform the duties related to this contract.
- 1.7. "Owner's Engineer" means representative who acts on behalf of the Employer to verify the drawings submitted by vendors
- 1.8. "Works" shall mean and include all works specified or set forth and required in and by the specifications, drawings and schedule thereto annexed or to be implied there from or incidental thereto or to be here after specified or required in such explanatory instructions and drawings (being in conformity with the original specifications, drawings and schedule) and also such additional instructions and drawings not in conformity as aforesaid as shall form time to time be supplied by the employer during the progress of work hereby contracted for.
- 1.9. "YSR SCL" shall mean "Employer" as defined at clause no. 1.1 above.
- 1.10. "Consultant" shall mean the Tenderer whose tender has been accepted and shall include his/its/their heirs, executors, administrators, legal representatives/ successors/assigns.
- 1.11. "Contract" means invitation to tender, instructions to tenderers, tender with all the enclosures thereto, articles of agreement, General conditions of Contract, special conditions of contract, specifications, price schedule, drawings together with the letter of award and other documents specifically indicated therein.
- 1.12. "Tender Specification" shall mean the design data, drawings, schedules and other technical details furnished with the Invitation to Tender and subsequent clarifications if any,

furnished by the Employer for the purpose of submitting the offer by the Tenderer.

- 1.13. "Contract Specification" shall include the scope of work, the schedules, detailed designs, technical specifications and data, and all such particulars mentioned as such in the Contract and such other modifications required by the Purchaser during the execution of the Contract.
- 1.14. "Contract Price" means the sum named in the LOA subject to such additions thereto or deductions there from as may be made under the Provisions hereinafter contained.
- 1.15. "Tender drawings" shall mean such drawings, plans, sketches and details as are issued together with the YSRSCCL's Tender Specification for the purpose of submission of tenders.
- 1.16. "Site" means the lands and other places envisaged by the employer on, under, in or through which the works and/or services to be performed are to be executed or carried out and any other lands or places provided by the employer for the purpose of the contract.
- 1.17. "Notice in Writing" or "Written Notice" means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the address given in the tender or last known business address or registered office of the Consultant and shall be deemed to have been received when in the ordinary course of post it would have been delivered. The email received from the email address mentioned in the BDS shall also be considered as Written Notice.
- 1.18. "Schedule, work Schedule" shall mean the accepted schedules between the Consultant and the employer forming part of the contract.
- 1.19. "Letter of Award" means an intimation from the employer by a letter / fax / cable to the Tenderer that his tender has been accepted in accordance with the provisions contained in that letter / fax / cable.
- 1.20. "Date of award of contract" shall mean the date of issue of Letter of Award or the date of issue of acceptance of tender or date of contract whichever is earlier.
- 1.21. "Month" means a Calendar month according to the Gregorian Calendar.
- 1.22. "Purchaser" shall have the meaning and import as that of the "employer" defined above.
- 1.23. "Contractor" shall mean the company/consortium who is awarded the contract for execution of various work packages of the project.
- 1.24. "Approval of the employer" shall mean the written approval by the employer or his authorized representative of a document, a drawing or other particulars of matters in relation to the contract.
- 1.25. "Project" means "Setting up [·] MTPA Integrated Steel Plant" project or scheme of the Employer.
- 1.26. "Base Date" shall mean the date seven days immediately preceding the date of submission of price bid/updated price bid (as the case may be) by the Consultant.
- 1.27. "Effective Date" shall mean the date of issue of Letter of Award to the successful bidder

- 1.28. "QAP" means Quality Assurance Plan submitted by the turnkey contractors
- 1.29. "TPI" means third part inspection agency pre-approved by the Employer
- 1.30. "IC" means Inspection Certificate issued by TPI
- 1.31. "GST" means Goods and Services Tax
- 1.32. "QCBS" means Quality cum Cost based Selection
- 1.33. "Zero Date" means Date of project schedule approval by the board of the Employer
- 1.34. Words importing persons shall include firms, companies, corporations, associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the contract so requires or permits.
- 1.35. The contract and all correspondence between the Purchaser and the Consultant shall be in English language.
- 1.36. The headings in the General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.

2. ASSIGNMENT AND SUB LETTING:

- 2.1. The Consultant shall not transfer, sublet or assign the contract or any part thereof or any benefit or interest therein or there under. In the event of the Consultant contravening this condition, the employer shall be entitled to place the contract else where on the Consultant's account and at his risk and then the Consultant shall be liable for any loss or damage which the employer may sustain in consequence or arising out of such replacing of contract.

3. INDEMNITY:

- 3.1. The Consultant assumes responsibility for and shall indemnify and save harmless the Employer, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Consultant obligations under the Contract, or for which the Consultant has assumed responsibility under the Contract, including those imposed under any contract, local or national law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Consultant in connection with performance of any work covered by the Contract. The Consultant shall execute and deliver such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary thereunder to confirm and effectuate the Contract and to protect the Employer.
- 3.2. The Employer shall not be in any way held responsible for any accident or damages incurred or claims arising therefrom during discharge of the obligations by Consultant under this contract.

4. PATENT INFRINGEMENT:

- 4.1. The Consultant shall protect, indemnify and save harmless the Employer, his customers and users of his products, against all liability, including cost, expenses, claims, suits or

proceedings at law in equity or otherwise, growing out of or in connection with any actual or alleged patent infringement (including process patents, if any) or violation of any license and will defend or settle at the Consultant's own expense any such claims, suits or proceedings.

- 4.2. The Employer will notify the Consultant in writing of any such claim, suit, action or proceeding coming to his attention, giving authority and all available information and assistance for the Consultant's defense of the same. The Consultant shall appoint a council at his own expenses in consultation with the Employer to collaborate in the defense of any such claim, suit, action or proceeding.

5. TERMINATION OF THE CONTRACT

- 5.1. If the Consultant shall at any time fail or neglect or refuse or become or be unable to perform any of the duties devolving upon them under the contract or otherwise commit a breach of any of the provisions or conditions contained in the contract and which on their part require to be observed and complied with, not arising out of or attributable to any neglect or default on the part of YSRSC, YSRSC shall have the right to terminate this contract by giving 15 days notice indicating the reasons for terminations in writing to the consultant. On expiry of such notice of termination, YSRSC shall not be liable for making any further payments whatsoever as per the terms of this contract.
- 5.2. The termination of this contract in pursuance of above shall not prejudice or affect the right or liabilities of the parties, available or incurred till the date of such termination.
- 5.3. The engineer shall as soon as may be practicable after any such entry and expulsion by the Employer fix and determine ex-parte if the party does not respond within 15 days after the issue of written notice or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Consultant in respect of work that was actually done by him under the Contract and the decision of the Engineer shall be final and binding on the Consultant.
- 5.4. However the Employer, shall have all the rights under the contract to claim for damages/compensation for losses suffered/to be suffered on account of such termination and the Consultant shall make good all such claims for damages/compensation/losses suffered/to be suffered by the employer and the decision of the Engineer is final in this regard.
- 5.5. Upon the expiry of contract or the earlier termination of the contract as herein provided, all the drawings, designs, design calculations and other documents relating to the project which may have been prepared by the consultant in connection with this contract shall be forthwith delivered to and become the absolute and unrestricted property of the employer for all purposes for which the consultant be paid for the work done against this order.
- 5.6. If the Employer terminates the contract under this clause, he shall not be liable to pay to the Consultant any money on account of the Contract until the expiration of the Guarantee

period and thereafter until the costs of completion and maintenance damages for delays in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount there of certified by the Engineer. The Consultant shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Consultant the Consultant shall upon demand pay to the employer the amount of such excess and it shall be deemed a debt due by the Consultant to the Employer and shall be recoverable accordingly.

6. FORCE MAJEURE

- 6.1. If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Event duly certified by Indian Chamber of Commerce in case of Indian Parties or International Chamber of Commerce, Paris, France in case of foreign parties) is given by either party to the other within 21 days from the date of occurrence thereof, the Employer shall have the right by reason of such Event to terminate the Contract without however affecting the right to any claim for damages on the Consultant in respect of such non-performance or delay in performance.
- 6.2. However, in the event of the Employer having agreed, the services under the Contract shall be resumed after such Event has come to an end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of atleast 6 months and the Employer not having terminated the Contract by that time, the two parties should consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 3 months from the expiry of 6 months referred to above, the Contract shall be deemed to have expired at the end of the 3 months referred to above. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract.

7. ARBITRATION

- 7.1. All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration. Each party shall appoint its arbitrator, the two arbitrators so appointed shall appoint the third arbitrator who shall be the presiding arbitrator. The arbitration shall be governed by the provisions of Arbitration and Conciliation Act 1996 and the statutory modifications to the said Act. The award made in pursuance thereof shall be binding on the parties, Provided that withholding of any of the certificate, decision, opinion, direction, valuation etc., by employer/engineer for a period of more than six months shall be referable to arbitration and shall not be barred as excepted matter.

- 7.2. The further progress of any work under the contract shall unless otherwise directed by the Employer/Engineer continue during the arbitration proceedings and no payment due or payable by the employer shall be withheld on account of such proceedings. It shall not be open to arbitrator(s) to consider and decide whether or not such work shall continue during the arbitration proceedings.
- 7.3. Provided further that no reference to Arbitration whether the final bill for the work has been passed or not shall be made later than 6 months from the date of satisfactory completion of the work under the contract.
- 7.4. No Interest shall be awarded by the Arbitrator in any arbitration proceedings.
- 7.5. The courts at Vijayawada shall alone have jurisdiction and the applicable laws shall be the Laws of India.
- 7.6. The Venue of arbitration shall be at Vijayawada, Andhra Pradesh, India.

YSR STEEL CORPORATION LIMITED

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1. The Special Conditions of the Contract shall be read in conjunction with the Invitation to Tender, Instructions to Tenderer, General conditions of the Contract, Specifications, drawings and / or other documents detailing the work.
- 1.2. In case of any conflict of meaning between the “Special Conditions of Contract” and General Conditions of Contract and other documents, the documents shall prevail as given below:
- 1.3. Special Conditions shall prevail over General Conditions.
- 1.4. Between two issues of same document, the document revised or reissued as of the later date shall prevail.
- 1.5. All specifications, contract drawings and other documents shall be interpreted in conformity with the General Conditions of Contract as supplemented and / or modified by Special Conditions.

2. SCOPE OF WORK.

- 2.2. Attention is invited to the tender specification with all technical data etc., referred to Schedule 1, which indicates the scope of work.
- 2.3. The scope of work shall be complete in all respects as stipulated in the specification. Incomplete and part bid offers shall not be considered and liable to be rejected.

3. TIME FOR COMPLETION

- 3.1. The work shall be completed in all respects within a period of 48 months from the date of issue of Letter of Award.
- 3.2. Extension of time: If, for any special circumstances, an extension of time for consultancy services/submission of the report is required, then the Consultant shall inform to the Engineer, within 15 days from the date of occurrence of such circumstances, full particulars of any request for extension of time for which he may consider himself entitled in order that such request may be examined. The decision of YRSCL shall be final and binding in this aspect and no additional remuneration shall be payable for the extended period for the scope of work covered under LOA.

4. AUTHORISED AGENT

- 4.1. The consultant shall send a duly authorized competent representative to meet the Employer/Engineer at his office at Mangalagiri or any other place within the country in connection with his job whenever called upon to do so by the employer or engineer at his own cost and any instructions, directions or explanations given by the employer or by the

Engineer, to the representative shall be deemed to have been given to the Consultant.

5. SECURITY AND SAFETY REGULATIONS

5.1. The consultant shall abide by all the security regulations of the employer in force and promulgated from time to time and other statutory requirements.

6. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT 1952

6.1. The consultant shall ensure strict compliance of provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 and the schemes framed there under so far as they are applicable to their establishments and agencies engaged by them. The Consultant also required to indemnify the Employer against any loss or claims or penal damages whatsoever resulting out of non-compliance on the part of the Consultant with the provisions of the aforesaid Act and the Schemes framed there under.

7. PRICE

7.1. The price quoted shall be firm and inclusive of all taxes and duties and excluding Goods and Services Tax (GST).

7.2. All the prices are to be quoted in Indian rupees (INR) only.

7.3. Variation in taxes if any applicable after opening of price bid/revised price/revision in price as the case may be (based on which the order on contract shall be placed) shall be reimbursed by YRSCL subject to production of necessary documents by the Consultant.

7.4. Similarly withdrawal/downward revision in variation in taxes shall be adjusted in the price quoted and benefit shall be passed to the Employer.

7.5. Fresh taxes & levies, if any, as may be applicable on this contract, shall be reimbursable against documentary proof to be submitted by the Consultant.

7.6. The tenderer has to consider all taxes & duties applicable on this contract. Any omission, or non-inclusion, either declared or not declared, of any taxes and duties that are applicable at the time of submission of price bid/revised price bid /revision in prices shall not be considered as a reason for reimbursement of such taxes and duties at a later date.

7.7. All formalities required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the Consultant.

8. TERMS OF PAYMENT.

8.1. The terms of payment are as per clause of technical specification.

8.2. Payment in terms of the contract shall be due and payable by the Employer once in a month on receipt of each bill supported by requisite documents as per the contract. The payment will be made within thirty (30) days from the date of receipt of running account bills by the Engineer or his authorized representative from the Consultant

9. PENALTY

9.1. As per clause of technical specification

10. GUARANTEE

10.1. The Consultant shall stand guarantee for the performance and output related to their scope of services as envisaged in the tender specifications at Schedule-I

11. LIQUIDATED DAMAGES

11.1. If the Consultant fails in the due performance of the contract within the time fixed by the contract or any extension thereof and/or to fulfill his obligations in time under the contract or any extension thereof, he shall be liable to pay as agreed Liquidated damages and not by way of penalty a sum of 2% of the contract value per month or part thereof for which the delay has occurred due to the reasons attributable to the consultant. The consultant's liability for the delay shall not in any case exceed 5% of the contract value.

11.2. Levying of Liquidated damages shall be considered only for the delays beyond Forty Eight (48) months from the date of issue of letter of Award or any extension thereof. The power of levy of liquidated damages is without prejudice to any other right of termination of the contract or other action provided elsewhere in the contract.

11.3. If any adverse performance as indicated below is noticed in the various services rendered by the consultant at all the stages of the contract duration as elaborated in the scope of services of the contract, the consultant shall be liable to pay as agreed liquidated damages and not by way of penalty sum of 0.25% of the consultancy contract value per occurrence of such adverse performance.

11.3.1. Deficiency in the tender documents leading to retendering.

11.3.2. Repeatedly making the same type of mistakes while issuing the tender documents for different packages.

11.3.3. Failure to submit detailed estimate and break up of prices with supporting details.

11.3.4. Deficiency in the tender specification due to omission of vital facilities/systems leading to inadequacy of the system/equipment/facilities for proper operation and maintenance leading to seeking supply of the same from the Consultant at additional cost.

11.3.5. Inaccurate recommendation leading to delays in finalization of tender.

11.3.6. Shortcomings in checking of contract documents leading to disputes with respect to scope of work agreed during tender finalization.

11.3.7. Approval of vendor drawings without checking the adequacy of the system/missing vital features of equipments/facilities for proper operation and maintenance and non conformity to the contract specification.

11.3.8. Omissions/mismatches in detailed engineering drawings issued for construction leading to rework.

- 11.3.9. Inaccuracies in the BOQ and BOQ description leading to disputes/extra items resulting in additional financial implications to YSR SCL during execution.
- 11.3.10. Errors and omissions of any of the facilities required for completion of the project.
- 11.3.11. Giving clearance to contractors for executing the work which are not of sequential in nature resulting in major extra expenditure.
- 11.3.12. Before levy of above liquidated damages for adverse performance, a notice in writing shall be issued to consultant providing them opportunity for furnishing justification, if any.

The consultant's liability for the above shall not in any way exceed 5% of the contract value."

12. TRAVEL

- 12.1. The quoted lumpsum fee shall also include all expenses towards travel to various places / destinations in India in connection with completion of work.
- 12.2. All expenses in respect of travel to foreign countries undertaken at the request of or with the approval of YSR SCL in connection with this work will be reimbursed by YSR SCL. The reimbursement will include air fare, excess baggage charges, daily allowance to meet hotel and living expenses in foreign countries, internal transport and conveyance expenses and other incidental expenses relating to such foreign travel as per YSR SCL's rules.

13. DEDUCTION OF INCOME TAX AT SOURCE

- 13.1. Deduction at source towards Income Tax calculated at the rates prescribed from time to time under sections 194-C, 194-J and other relevant provision of Indian Income Tax Act 1961 shall be made from the bills/invoices of the Consultant and the amount so deducted shall be deposited with the Income Tax Department. In case Consultant is exempted from deduction of Income tax at sources, no income tax shall be deducted at source and Consultant shall furnish an exemption certificate issued by Income tax department to this effect..
- 13.2. If any other taxes / duties are to be recovered at source as per government regulations from time to time the same shall be recovered from the bills payable to the consultant. Necessary receipt to this effect will be issued to the consultant in this regard.

14. CONSULTANT'S PERSONNEL AND SUBSTITUTION OF KEY PERSONNEL

14.1. General

- 14.1.1. The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

14.2. Deployment of Personnel

- 14.2.1. The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are to be provided by the Consultant.

14.3. Approval of Personnel

- 14.3.1. The Key Personnel listed in clause 5.10 in Schedule - 1 of the Agreement are hereby approved by the Employer. No other Key Personnel shall be engaged without prior approval of the Employer.
- 14.3.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Employer its proposal along with a CV of such person. The Employer may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Employer's consideration.

14.4. Substitution of Key Personnel

- 14.4.1. The Employer expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Employer will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to 1 (one) Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Employer. Without prejudice to the foregoing, substitution of the Key Personnel shall be permitted only upon reduction of payment equal to 0.1% (Zero point one per cent) of the total Agreement Value.
- 14.4.2. The Consultant should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the bidder or termination of the Agreement.

14.5. Team Leader

- 14.5.1. The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

15. CONFIDENTIALITY

- 15.1. Bidder shall treat the Bidding document and contents thereof as confidential and should not use for any other purpose except for participation in the bid.
- 15.2. Successful bidder needs to sign non-Disclosure agreement with YRSRCL as per agreed format of agreement.
- 15.3. Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence the YRSRCL's processing of bidding or award decisions may result in rejection of such Bidder's bid.

16. CONFLICT OF INTEREST

- 16.1. An Applicant shall not have a conflict of interest that may affect the Selection Process, or the services provided by the Bidder to YRSRCL (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification,

YRSCL shall invoke provisions in Bid Security Declaration, without prejudice to any other right or remedy that may be available to YRSCL hereunder or otherwise.

- 16.2. YRSCL requires that the bidder provides professional, objective, and impartial advice and at all times hold YRSCL'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 YRSCL.
- 16.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - 16.3.1. 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;
 - 16.3.2. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - 16.3.3. 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 tender of either or each of the other Bidder; or
 - 16.3.4. Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.
 - 16.3.5. 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 YRSCL for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment;

17. GENERAL

- 17.1. Canvassing in any form is strictly prohibited and the Bids submitted by the Tenderers, who resort to canvassing will be liable for rejection.
- 17.2. YRSCL reserves the right to issue addenda to tender document to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated in the Tender Document. Each addendum issued will be distributed to each Tenderer or his authorised representative and the addendum so issued shall form a part of the original Tender Document to be revised as required.
- 17.3. Before submission of tender, Bidders are advised to make themselves fully conversant with the conditions of tendering and Form of contract agreement, etc. Bidder(s) is/are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.

- 17.4. Any error in description of terms in the Scope of Work or any omissions there from shall not vitiate the Contract or release the Successful Tenderer from his obligations of execution of the whole or any part of the work comprised therein or from any of his obligations under the Contract.
- 17.5. If at any point of time, it is found by YSRSCCL that the Tenderer has furnished false information, YSRSCCL may reject the Bid/ terminate the contract.
- 17.6. If the Tenderer has a relative employed in any capacity in YSRSCCL, he shall inform the Employer calling for tenders of the fact when submitting his tender, failing which his contract may be rescinded. If the fact subsequently comes to light, he shall be liable to make good to the company any loss or damage resulting from such cancellation to the like extent provided in the case of cancellation as per Contract.

18. OTHER TERMS AND CONDITIONS

- 18.1. The Consultant is required to enter into agreement after submission of Initial Security deposit.
- 18.2. The Consultant shall not use any of the drawings, design, assignments, documentation, technical assignments, reference data, information furnished by the Employer for any purpose other than the purpose outlined in the Agreement.
- 18.3. The Consultant shall not sublet, assign or otherwise transfer the Agreement or any interest therein to any other person without the previous written consent of the Employer.
- 18.4. Should the Employer at any time require the Consultant to do any work beyond what is provided under this agreement, the Consultant shall undertake to do such additional work for an additional remuneration and completion time to be mutually agreed upon
- 18.5. Any notice to be given to the Consultant under the terms of this conditions shall be considered as duly served if the same shall have been delivered to, left for, or posted by registered post to the address of the Consultant at their registered office or address given in the tender. Similarly, any notice to be given to the Employer shall be considered as duly served, if the same shall have been delivered to left for, or posted by registered post to the Employer'S office atMangalagiri. Any Notice sent or received through email from the contact email Id specified in the BDS shall be considered as duly served.
- 18.6. The Agreement shall in all respects be construed and carried into effect and rights and liabilities of the parties hereto shall be regulated according to the laws of India.
- 18.7. The employer may make modifications/revisions/changes/deletions in the scope of work from time to time and the same shall be complied with by the Consultant without prejudice to his rights under the contract.
- 18.8. The consultant shall engage workmen of good conduct and clean antecedents.

YSR STEEL CORPORATION LIMITED (YSR SCL)
(An undertaking of Government of Andhra Pradesh)

SCHEDULE – 1

SCOPE OF WORK

Technical Specifications and scope of work___Ref. No: YSR SCL/ EPCM Consult/ TS/ 001/ 23.10.21 for engaging a consultant for setting up of 3 MTPA green field steel plant.

1. PREAMBLE

YSR Steel Corporation Limited (YSR SCL) (formerly AP High Grade Steels Limited (APHSL)) was incorporated on November 21, 2019 as a wholly owned company of Government of Andhra Pradesh (GoAP) with a mandate to establish a steel plant at YSR (Kadapa) district. YSR SCL intended to set up a 3 MTPA greenfield integrated steel plant by partnering with a competent and experienced Joint Venture (JV) partner.

YSR SCL The envisaged project configuration is Coke Oven & Coal Chemicals Plant (CoCCP) - Sinter Plant (SP) – Blast Furnace (BF) – Basic Oxygen Furnace (BoF) – Thin Slab Casting & Rolling (TSCR).

The essence of the contract is to complete and commission the Project within the schedule and the approved project cost.

2. LOCATION AND GENERAL INFORMATION ON PLANT SITE

2.1. The Penneru river flows along the northern side of the plant site. The Kosinapalle reserve forest is located near the south-west corner of the plant. Few key features of the site are listed in Table below.

Features	Description
Location	Latitude: 14°45' N; Longitude: 78°25' E. Sunnapurallapalle and Peddandluru villages, Jammalamadugu Mandal, YSR (Kadapa) District (formerly known as Kadapa district), Andhra Pradesh
Survey of India Topo sheet No	D44G05, 6, 9, 10 (57 J/5, 6, 9, 10)
Seismic zone	Seismic Zone: II as per IS: 1893 (part -1): 2002, (RA: 2016) and can be classified as a LOW damage risk zone
Site surroundings	North - Jammalamadugu – RTPP Power Plant connecting road South - Kosinapalle RF East – Open land West - Brahmani industries ltd
Nearest highway	National Highway NH67: starts at Ramnagar, Karnataka and ends at Krishnapatnam Port, Andhra Pradesh - North direction Jammalamadugu – Rayalaseema Thermal Power Plant connecting road - North direction
Nearest railway station	Muddanuru railway station – 4.4 km – Southwest direction (under South-Central zone, Guntakal Division)

Nearest sea port	Krishnapatnam Port – 190 km – Southwest direction
Nearest airport	Kadapa Airport – 49 km – Southeast direction
Nearest city	Proddatur - 8.5 km – Northeast direction Kadapa – 50 km – Southeast direction

2.2. Land & Terrain

The identified land area of about 3500 acres at YSR district in Andhra Pradesh, for setting up a greenfield integrated steel plant. Among the available land area, some spaces has been allotted for the proposed 4-lane connecting road.

The shape of proposed land is almost rectangular with encroachment of a strip of land with populated village & agriculture land. Land is rocky and undulating with approximate level difference of 90 m or even more. The maximum & minimum elevations above mean sea level within the site limit are 185 m towards north and 280 m towards south as per topographic survey map of the project site. To minimize the site enabling cost, it is recommended to build multiple level zone for disposition of different production units.

2.3. Sub-Soil Characteristics and Foundations

General

Based on the soil investigation report, investigated and furnished by Indian Institute of Science (IISc), Bangalore, 2021 for the proposed site, the following guidelines on sub-soil stratification and foundation aspects are foreseen:

Sub-Soil Stratification

Based on available soil data, generalised sub-soil lithology in this area may be divided into the following basic strata

Stratum I	:	Very dense Silty Sand with Gravel. Average depth is 0.90 m below OGL.
Stratum II	:	Fractured Quartzite Hard Rock. This extended upto termination/explored depth of 15.0 m below OGL. CR = 20% to 90%; RQD = 0 to 30%.

OGL (Original Ground Level) varies between RL+190.0 m to RL+260.0 m, based on the contour drawing. Due to huge variation in OGL, several terrace levels (TLs) were proposed for different units. FGL (Finished Ground Level)/ TL varied between +190.0 to +230.0 m. Ground Water Table (GWT) was not reported in any of the boreholes upto termination depth.

2.4. Meteorological Data

Humidity

The daily relative humidity values are observed to range between 13 to 90%. The mean value of humidity is 45%.

Rainfall

This area plays a prominent role in high, moderate and low rainfalls. The average annual rainfall is about 710 mm. Highest rainfall observed in the month of August, September and October, while lowest in the month of January and March.

Wind direction

The predominant wind direction is west to east. Average wind speed is within the range of 10-15 km/hr.

3. KEY PROJECT DETAILS

3.1. Environmental clearance and environmental impact assessment report (EIA) are available for reference in the MoEFCC web site.

3.2. The following are the tentative plant facilities envisaged for the project. The same may be subjected to change during specification preparation and contract finalization with the suppliers.

S. No.	Plant Facilities	Capacity/ Configuration	Output (MTPA)
1	Coke oven	2 × 48 ovens, 6.25 m tall	1.20
2	Sinter plant / Pellet Plant	496 m ²	5.01
3	Blast Furnace (BF)	4,200 m ³	3.23 (Hot metal)
4	Steel Melt Shop (SMS)		
a)	Hot metal desulphurisation station (HMDS)	1 × 165 t	3.08 (Liquid Steel)
b)	Basic oxygen furnaces (BOFs)	2 × 165 t	
c)	Twin Ladle furnaces (LF)	2 × 165 t	
d)	RH – OB	1 × 165 t	
e)	Thin slab casting and rolling	1 × 2 – strand	3
5	Lime Calcining Plant (BOO basis)	3 × 425 tpd kilns	0.3
6	Captive Power Plant (BOO basis)	2 × 75 MW	123 MW from LD gas, CO and BF gases
7	Air Separation Unit (BOO basis)	2 × 1200 TPD	2400 TPD

3.3. Mode of Implementation - The entire Project shall be implemented in multiple number of total turnkey packages; the list of such turnkey packages shall be mutually agreed between YSR SCL and the Consultant. The scope of total turnkey package (TT) shall include design, engineering, manufacture, supply, arranging inspection through third party inspectors approved by YSR SCL, ocean freight & marine insurance, customs clearance & handling at port (in case of overseas supplies), transportation to site, storage & handling at site, all construction works, erection, testing & commissioning including civil & structural works, equipment i.e. mechanical, electrical, automation, utilities, water systems, pipe work, etc within the battery limits & including demonstration of performance guarantee by contractors. The drawings submitted by contractors will be reviewed by the Consultant.

4. PROJECT SCHEDULE

4.1. All the above facilities including BOO basis units for the Project i.e., Power Plant (PP), Air Separation Plant (ASP) and Lime Calcining Plant (LCP) are required to be

commissioned in 38 months from Zero Date declared by Employer The Consultant shall draw out and submit a detailed implementation plan along with the bid and adhere to the agreed Project time schedule

5. SCOPE OF WORK

The specification for the scope of work given hereunder is for the purpose of engaging a “Consultant” for providing Basic Engineering, Engineering Review, Procurement Assistance and Construction Management services for setting up a 3 MTPA integrated steel plant (“EPCM Services”). Broadly, it comprises general services, deciding numbers & general scope of packages, preparation of specifications and price schedule on milestone achievement basis, furnishing estimates, assistance in tendering and placement of order for the various turnkey packages, review of basic & detailed engineering undertaken by contractors, carry out design supervision, review the inspection certificates certificates to be provided by the contractor for inspection carried out by third party inspection bodies approved by YRSRCL, construction management & site supervision, overseeing the erection activities, participation in testing & commissioning, post commissioning services including performance guarantees and other requirements / services etc., as per the scope of work given herein. The Consultant shall provide basic engineering services for units common to different packages but required to be completed for the Project. The scope of the consultancy as mentioned in this Schedule-1 considering the modality of execution of turnkey packages shall be complete in all respects for the Project and not limited to the following. :

5.1. GENERAL SERVICES

- 5.1.1. Co-ordination with the various turnkey contractors for the Project and agencies setting up power plant, lime calcinating plant and air separation unit on BOO basis, for interfacing the project works of different packages with each other.
- 5.1.2. The Consultant also shall act as Owner’s Engineer to review, approve, disapprove or raise comments or queries on such drawings and documents submitted by the contractors.
- 5.1.3. Assisting YRSRCL by providing all necessary drawings/ documents / data required for obtaining all statutory clearances from statutory authorities like Directorate of Factories, Central Electricity Authority, Inspectorate of Explosives, Indian Bureau of Mines, Directorate General of Mines and Safety, Inspectorate of Boilers, etc., for obtaining licenses as required under Contract Labour act etc., and for obtaining approvals / permissions from APGENCO, AP TRANSCO etc. YRSRCL has already obtained the environmental clearance from the Ministry' of Environment, Forests and Climate Change :(MoEF&CC), Government of India. YRSRCL is in the process of obtaining the consent for establishment from Andhra Pradesh Pollution Control Board (APPCB) for setting up 3 MTPA greenfield integrated steel plant.
- 5.1.4. Coordinate with turnkey contractors for submission of all stability certificates duly signed as required under the Factories Act, 1948 by turnkey contractors to YRSRCL.
- 5.1.5. preparation of package-wise cost of environmental facilities, energy conservation

measures etc., furnishing the same in the formats agreed and furnish timely advice for YRSCL to avail financial benefits, if any, due to incorporation of above facilities.

- 5.1.6. The Consultant's personnel at project site shall observe and abide by all security, safety regulations prescribed by the Employer and any relevant statutory authorities.

5.2. BASIC ENGINEERING

- 5.2.1. The consultant will be provided the EIA/ EMP report, Environmental Clearance, Consent For Establishment, TEFT and detailed Project Report prepared by other consultants, issued by concerned statutory agencies.
- 5.2.2. The scope of basic engineering services to be rendered by the Consultant for executing the project of YRSCL as per the project report and other relevant documents shall be complete in all respects as follows:
- 5.2.3. Review the documents provided by the employer and revisit the overall lay out provided in DPR and to do necessary modifications / revisioning/ detailing based on the package contractor lay out clearly identifying the corridors for various services, roads, tracks, drainages, battery limits for each package keeping in view for future expansion.
- 5.2.4. Providing conceptual planning, selecting the most appropriate and state-of-the art technologies, plant, equipment, communication facilities, process control and data acquisition & communication systems.
- 5.2.5. Deciding in consultation with YRSCL the optimum number of total turnkey / discrete turnkey / turnkey packages to be tendered out and battery limit for different packages keeping in view the technologies available, ease of implementation, timely commissioning, economy in execution and availability of vendors / contractors etc.
- 5.2.6. Based on the basic feed back data provided by equipment / technology suppliers preparation of Basic design of civil, structural, instrumentation & automation. Process control. Telecommunication., telemetry fire detection and alarm systems, fire fighting systems all utilities and other services
- 5.2.7. Based on the basic plant layouts / general layouts, preliminary layouts of individual units including main technology packages, the consultant is to develop Basic Engineering for Balance of Plant (BoP) packages and BOO units (as applicable). Flow sheets, process & instrumentation diagrams, electrical single line diagrams, schematic diagrams of ventilation and air conditioning systems, schematic diagrams of water systems, schematic diagrams of utilities distribution system, pollution control facilities considering "Zero Discharge" solid waste management to the extent practicably possible, diverting storm water towards its natural drain point , rain water-harvesting systems etc. are in the scope of basic Engineering

5.2.8. The basic engineering services shall be rendered by the Consultant considering the following aspects:

- a. Economical waste heat recovery systems should be incorporated in the turnkey tender wherever appropriate.
The conditions stipulated by statutory authorities while granting consent for establishment and while according environmental clearance, the facilities envisaged in Environmental Management Plan should also be considered and incorporated while preparing the tender documents
- b. Assessment of the total infrastructure requirement for the entire project during construction- stage e.g., equipment storages, construction power, yard lighting, construction water supply, drainage, roads, railways etc., furnish necessary specifications, drawings etc. for tender preparation, evaluate the offers received for fixing the agencies to carry out the above works and ensure the availability of the same.
- c. Collect any other data required from agencies concerned for completing the project.
- d. While preparing conceptual drawings, technical decisions taken in the project report, scope indicated in this specification and stipulations of statutory bodies like Ministry of Environment & Forests, Govt, of India, Andhra Pradesh Pollution Control Board, EIA report etc., shall be followed. However, before the preparation of the working drawings, if it is desirable to effect any modifications to the basic technical concepts incorporated in the project report / above documents for the sake of bringing about improvements, the same shall be effected only after prior discussion with and written clearance from YSRSCCL.
- e. Integrating and interfacing all concepts / systems etc., for the turnkey packages and the packages envisaged under BOO basis

5.3. PROCUREMENT ASSISTANCE

5.3.1. Preparation of purchase/contract procedures and standard tender documents

- i) Study and review of the purchase/contract procedures and standard tender documents applicable for similar steel plant projects.
- ii) Preparation of Procurement Contract Procedures for the turnkey and other mode of tendering, if required, for the Project.
- iii) Preparation of Standard Bidding Documents (SBD), General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) for the various turnkey and other mode of tendering, if required, The list of documents shall be finalized in discussion with the CLIENT.
- iv) Preparation of deviation statement with reference to the similar documents and Purchase/Contract Procedure (PCP) of major PSUs in the steel sector, and other relevant tender procedures of the GoAP
- v) Assistance to the CLIENT in obtaining the necessary legal and GoAP approvals.
- vi) The consultant shall prepare General Technical Specifications (GTS) for materials/equipment pertaining to civil , mechanical, electrical, instrumentation, ACVS and telecommunication, coming under various

packages. This GTS will be issued as a part of Tender Specification in the tender documents for all packages.

5.3.2. The consultant shall prepare a list of approved makes of various subcomponents to be procured by the package supplier to be part of the Tender specifications for all packages. **Assistance in Tendering & Order Placement**

- i) Finalize the list of packages and the list of probable bidders and tender procedures for the packages in consultation with Project owner.
- ii) The Consultant shall prepare package-wise tender documents including technical specifications with relevant drawings, GCC, SCC, NIT etc., and estimated costs based on the Project report. The specifications shall cover, inter-alia, the design, manufacture, supply, construction, storage, handling, erection, testing and commissioning, performance guarantee etc.,
- iii) The Consultant must endeavor the completeness of all specifications in; all respects so as to have no. ambiguities / contradictions facilitating the tendering of the packages by YRSCL and enable the bidders to submit a complete offer to YRSCL.
- iv) The Consultant shall prepare & issue / submit the following.
 - a. Tender specifications for internal roads & drains.
 - b. General specifications for. piping, cranes, civil, structural, electrical, instrumentation etc. to reflect Indian standards & codes of practices etc., and to bring uniformity
 - c. One set of soft copy and 3 sets of hard copies of all tender documents including NIT, ITT, techno commercial documents etc., required for the bidder to quote for the package are to be provided
 - d. Summary specifications for the turnkey packages and the packages for the BOO units and submit the same to YRSCL in the electronic form along with the summary tender specification
 - e. Names and complete present addresses along with telephone & fax numbers, e-mail address of reputed, experienced and dependable suppliers and contractors on national (India) and international basis for each turnkey package
 - f. Furnish the estimated cost of each turnkey package with break-up of all applicable taxes and duties for supply, construction (civil and structural works), erection, testing & commissioning, but excluding GST, along with the tender specifications. The base date for arriving at such estimates shall also be indicated. The GST shall be indicated separately.

The estimated cost shall be furnished for the major categories of work like engineering, plant & equipment, civil, building steel structures etc. for turnkey packages where detailed BOQ is not furnished in the tender specifications.
 - g. Complete technical and commercial specifications for inviting bids for fixing agencies on BOO (Build Own Operate) basis for setting up Air Separation Plant Lime Calcining Plant and Power Plant as mentioned in the Project report and render necessary assistance to YRSCL in finalizing the BOO Contractors and the

terms and conditions for "BOO" including vetting of financial model for arriving at the tariff payable.

- h. Identification and classification of Balance of Plant (BoP) packages on turnkey mode. Preparation of technical specification for the BoP turnkey packages based on data/ Basic Engineering received from package suppliers.
- i. The consultant shall ensure that the Basic engineering/ Tender specifications are complete in all respects and should be able to meet the intended output parameters of the package individually and also as a whole for the project.
- v) The Consultant shall examine, scrutinize and evaluate all the bids received, review the techno-commercial offers submitted by the tenderers, prepare the list of deviations with reference to the tender specifications, participate in the technical and commercial discussions with the tenderers along with YSRSCCL, furnish technical / commercial recommendations so as to bring the bids into a shape for ordering.
- vi) The Consultant shall furnish recommendations on the spares to be ordered.
- vii) The Consultant shall submit techno-economic appraisals so as to enable YSRSCCL to evaluate the suitability of the technology, plant and equipment offered
- viii) The Consultant should compare the quote received with reference to original / revised / updated estimate, assess the reasonableness / justification of the price-bids submitted by the tenderers, duly bringing out the variations on account of escalation, statutory levies and other aspects for proper evaluation, participate in tender / purchase committee meetings at YSRSCCL and assist YSRSCCL in finalizing the orders.
- ix) The Consultant shall issue required copies of tender specifications / revised cost estimate / additional list of suppliers etc., for floating further enquiries on turnkey basis for the packages in case of re-tendering.
- x) The Consultant shall prepare the contract for all the turnkey packages along with all technical & commercial correspondence and submit three (3) copies along with soft copies through FTP or shared drive for each of the contracts, for concluding the contract.
- xi) Provide justification for changes in the estimates and review the rates quoted by the tenderer, during tender evaluation.

5.4. ENGINEERING REVIEW

5.4.1. Basic Engineering Services

Based on the Basic Engineering data/information/drawings supplied by process/technology supplier/CLIENT, Consultant shall carry out the following:

- a. Participate in kick-off meetings for the finalization of layouts & drawing lists of each package and BOP package.
- b. Approval of electrical single line diagram submitted by the technological equipment supplier.

- c. Review and approval of the plant general layout along with the road network and drainage scheme within the plant boundary.

5.4.2. Review of Vendor Diagrams

5.4.2.1. Review of vendor drawings and documents

- a. Review vendor drawings and documents in conformity with Technical Contract Specifications. The drawings and documents to be reviewed by the Consultant will comprise the following:
 - i. Shop/area layout including layout of process equipment
 - ii. General arrangement drawings of equipment and systems including process equipment and associated systems)
 - iii. Clearance diagrams
 - iv. Process flow diagrams
 - v. P & I diagrams
 - vi. Control philosophy/functional description
 - vii. Schematic circuit diagrams for media systems (i.e., hydraulic, oil - lubrication, grease lubrication and pneumatic systems)
 - viii. Layout of oil/hydraulic cellars and hydraulic rooms
 - ix. Equipment data sheets
 - x. System/equipment specification
 - xi. Electrical equipment layout in various switch rooms/control rooms, heat load data, UPS load data.
 - xii. Single line diagrams, schematics and bill of materials
 - xiii. Cable routing layout, schemes for illumination, earthing and lightning protection systems
 - xiv. General arrangement/routing drawing for pipe work and duct work
 - xv. Automation configuration diagram
 - xvi. Data sheets for instrumentation and automation system hardware, list of software, instrument location drawing, instrument hook up (installation) diagram.
 - xvii. Hydraulic flow calculation for water spray system (HVWS and MVWS)
 - xviii. GA drawings for civil and structural steelwork. Necessary backup drawings/documents/calculations to be submitted by package the suppliers.
 - xix. System configuration, datasheet, panel GA drawing, equipment location drawing, power distribution scheme, bill of material for communication and CCTV system.
 - xx. System configuration, datasheet, panel GA drawing, equipment location and loop wiring drawing, power distribution scheme, bill of material for fire detection and alarm (FDA) system.
 - xxi. Layout and invert level of inter-plant network for storm water drainage system including shop garland drain.
- b. Review of "As-Built" drawings/documents Review the vendor drawings/documents within seven (7) working days from the date of receipt of drawings/ documents by the Consultant, provided that, all such drawings and documents are submitted by the

contractors in strict adherence to the agreed drawings and documents submission schedule. Wherever additional time is required based on nature of drawings/documents and non-adherence to scheduled delivery of drawings/documents by the contractors, the Employer and contractors will be intimated accordingly.

- c. Consultant will incorporate the comments of Employer, if any, on the vendor drawings/documents on receipt of the same within two (2) working days prior to schedule of sending the comments to the vendors by the Consultant.
- d. In case any drawing is required to be re-submitted by the contractors to Consultant, such re-submission, after incorporating the comments of Employer / Consultant, shall be made by the contractor (s) within five (5) working days from the date of issue of the Employer's/ Consultant's comments.
- e. A maximum of two re-submissions (one original submission plus two re-submissions) by the contractor(s) for Consultant's review has been considered for this Contract for each of contractor's drawing/ documents. If any drawing/ document is required to be re-submitted by the contractor(s) beyond its original submission, due to reasons not attributable to the Consultant, the date of last submission of such drawing/documents shall be considered for records of submission for the purpose of necessary analysis as may be required.
- f. Consultant is to approve/ comment the drawings/ documents with in 7 working days of first submission or with in 5 working days of re submission
- g. Review the basic engineering data/information/drawings with respect to all major technological and auxiliary facilities, provided by the turnkey contractors, to ascertain adequacy of the same for carrying out procurement and engineering services.

5.5. INTEGRATION BETWEEN VARIOUS PACKAGE ENGINEERING AND CONSTRUCTION

- 5.5.1. The consultant shall review the engineering drawings/ data submitted by various package contractors to ensure that there is no gap/ between the various input and put parameters of the package suppliers.
- 5.5.2. The consultant shall ensure that the Battery limits and Take Over Points for each packages are clearly mentioned with out any ambiguity and ensure integration of all packages for completeness of the project.

5.6. CONSTRUCTION MANAGEMENT AND SITE SUPERVISION

- 5.6.1. The Consultant shall provide site supervision of construction and erection work at YSR SCL site so as to ensure that the entire project work is carried out in accordance with the approved designs / specifications / drawings and in the proper sequence so as to complete and commission all the packages under the Project within the prescribed time, schedule. The scope of work under Site supervision shall include

and not be limited to deployment of required number of Graduate Engineers, diploma holders, and supervisors technical/ non- staff as may be necessary for supervising the project activities so as to maintain full compliance with the proposed plant layouts / drawings / specifications / standards and work practices and to maintain the quality of work and to ensure completion of the work as per schedule

5.6.2. Designer's supervision shall, inter alia, include:

- a. Monitoring and follow-up for timely submission of all drawings, feedback data etc., required at site for execution.
- b. Interpretation of drawings and other data to the turnkey contractors.
- c. Interpretation of specifications and codes of practices.
- d. Suggest substitution of non-available sections as proposed by the turnkey contractors .
- e. Advise turnkey contractors for required design modifications in respect of any mismatch wherever caused due to site conditions so that necessary action is taken by the turnkey contractor and for issuance of sketches / schemes / drawings wherever required. Conducting random checks of locations, orientations, levels and setting out of equipment, structures and units and advise turnkey contractors on precision surveys.
- f. Inspecting and checking of work under construction at site and submit weekly reports for rectifications, if any.
- g. Review of required schemes submitted by turnkey contractors for rectification of defective / poor quality work executed by them at site.
- h. Interpreting all test results submitted by turnkey contractors e.g., X-ray, ultrasound, soil analysis, chemical analysis, concrete cube-test results etc.

5.6.3. The Consultant shall carry, out all the site supervision activities and not limited to the following activities:

- a. Ensure overall quality of work at site by continuous supervision and witness of testing i.e., collection of samples as and when required. The Consultant shall also suggest corrective / remedial measures wherever required and ensure their implementation by the turnkey contractors.
- b. Day to day supervision of works at site.
 - i] Review the progress of work by various turnkey contractors for different packages to check compliance with the time-schedules.
 - ii] Monitor the receipt of equipment and supplies at site for ensuring timely erection and commissioning.
 - iii] Monitoring and ensuring timely erection, testing and commissioning of various units and taking up follow up actions on progress of work at site.
- c. Process the following:
 - i. Gate pass(Temporary/ permanent)/ Sunday/ holiday/ night permission / safety/ height passes for contractor personal, returnable/ non returnable materials/

- equipment passese etc.,
- ii. Signing of B form on day to day basis and forwarding to safety dept.
 - iii. Work permits (Hot & cold, shutdown protocols & scheme).
 - iv. Enforcing use of safety appliances by contractors / workers during erection.
 - v. Assist YRSCL for safety training of all personnel deployed for units, inside the factory premises of YRSCL by forwarding the applications to safety department and witness the training to be given by YRSCL as and when required & suggest improvements.
 - vi. Ensuring that' the tools and tackles used in project activity by the Contractor are tested and certified by the statutory -- authorities by reviewing the relevant document.
- d. Compile and submit the OHSMS (Occupational Health and Safety Management System) documents for implementing the same at the site of various packages.
 - e. Prepare Industrial Relations (IR) update on daily basis.
 - f. Ensure compliance with all statutory laws of the land viz., payment of minimum wages / PF remittances / labour license / insurance including third party / Workmen Compensation Act etc. by the contractors by checking, the documents.
 - g. Review and give clearance, stage-wise, for the various construction activities at site against procedural method/scheme submitted by the turnkey contractors.
 - h. Co-ordinate with the Project Team of YRSCL comprising representatives from various departments, participate in site Co-ordination meetings between civil, structural, mechanical, electrical contractors for planning of erection & commissioning activities.
 - i. Scrutinize extra items/claims, if any, put forth by agencies and recommend as the case may be for due consideration of YRSCL within 30 days of receipt of claim.
 - j. Preparing all documentation for closing the contracts.
 - k. Shall carry out joint measurements along with respective agencies, certification of the same, - process, scrutinize and recommend the agencies RA bills & final bills submit the same to YRSCL for processing for payment.
 - l. Check wage sheets, PF remittance of workers submitted by contractors & certify while forwarding the bills.
 - m. Enter measurements in "M" books, bill forms submitted by the Contractors and furnish clarifications if any, to the Finance Department.'
 - n. Shall compile all survey data and use the same for preparation of completion layouts, As-built drawings, project completion reports etc.
 - o. Facilitate compliance of submission of all data, As built drawing by the turnkey contractors. Consultant will compile a project completion report based on the documents received from the turnkey contractors.

5.6.4. Engineers and Supervisory personnel shall be deployed as per job requirement at site. Round the clock, if required. In case of emergency jobs, mobilization of additional personnel must be done as per requirement within one month of notice by Employer.

5.6.5. The Consultant shall arrange for processing of running bills within seven (7) working days of receipt, final bills within thirty (30) days of receipt.

5.6.6. Though the work shall be undertaken through multiple turnkey packages, however, if any free issue material is provided by the employer at any time to any turnkey contractor, the Consultant shall ensure submission of reconciliation statement of free issue materials as applicable. shall be fully responsible for accounting of all materials drawn by contracting agencies and for releasing payments to them. The Consultant shall check the bills, and recommend to YRSCL for processing of payment. However, if any excess payment is released due to such recommendation, the Consultant shall indemnify YRSCL from such losses.

5.6.7. Computerized bill format shall be introduced to avoid human error in arithmetical calculation and to ensure necessary checking.

5.6.8. Consultant will ensure and review periodic (monthly) submission of free issue materials by the turnkey contractors as applicable. The Consultant shall assist YRSCL in securing Bank Guarantee (BG) from the Contractors, if materials are issued to Contractors for carrying out further work outside YRSCL.

5.6.9. The Consultant shall arrange for experienced teams of personnel with all necessary survey equipment for ensuring that the lines and levels at different stages of the construction activities, setting out schemes, pre and post construction / erection survey schemes for all the construction / erection activities of the entire scope of work of YRSCL, submitted by the contractor are proper and as per the standards and drawings to avoid any inter-discipline mismatch and to achieve the accuracy as per drawings and good engineering practice.

The Consultant shall monitor the overall quality of work by reviewing test results ,protocols ,construction schemes submitted by turnkey contractors as per approved QAP, technical specifications, respective contract documents and approved construction drawing. QAP and quality test protocols submitted by turnkey contractors will be finalised jointly with Employer prior to commencement of job. Required arrangement and standard laboratories will be arranged by turnkey contractors in joint discussion and approval with Employer and Consultant. Standard tests are to be done as specified in the contractor's scope, witnessed and approved by consultant.

5.6.10. The Consultant shall ensure that safety rules and regulations are followed by the turnkey contractors as per safety management plan submitted by the turnkey contractors and approved by the Consultant, review by Consultant. The

consultant shall ensure that safety regulations and actions are followed by all contract employes, ensure compliance with all relevant laws of the land Viz., Factories Act, IE Rules, labour rules etc., and shall sign all documents required to ensure compliance of statutory obligations by employer.

All safety and fire protection rules- existing or amended from time to time shall be enforced by the consultant.

5.6.11. The Consultant shall assist YSRSCCL by participating in the discussions with the statutory authorities etc., in case of accident at site.

5.6.12. Review the performance of the various agencies against the schedules / targets with a view to see that the project is implemented according to the schedule. Taking' all necessary actions required at site for effective implementation of project in time.

5.6.13. Analyzing and recommending with justification on all the contractual deviations, extra works & extra items and on the admissibility of claims for extra payments in respect of any item of work executed at site OR for supply of any extra plant; / equipment / machinery / refractories / spares / . consumables and scrutinize & justify the extension of time with or without LD for the contracts.

5.6.14. Assist YSRSCCL in settling extra claims, arbitration matters and court cases pertaining to the project works.

5.6.15. Process interim & final deviation statements if any

5.7. REVIEW OF INSPECTION CERTIFICATES

5.7.1. Inspection services at the manufacturer's works shall be carried out by pre-approved third party inspection agencies. The contractors shall submit IC's issued by the third party inspection agencies to be appointed by the turnkey contractor from the list of agencies indicated in their contract with the Employer.

5.7.2. The Consultant shall review and approve the Quality Assurance Plan (QAP) submitted by the turnkey contractors. Consultant shall also review the "Inspection Certificates" (ICs) for items inspected and accepted by the third-party inspection agencies approved by the Employer to ascertain that all relevant tests and procedures as per approved QAP has been followed or not.

5.7.3. PRE-DESPATCH INSPECTION AT THE SUPPLIERS' PREMISES

The Consultant shall finalise with the turnkey contractor the list of all equipment, material which are critical in nature and for which inspection certificates shall be mandatorily submitted by the turnkey contractors from third party inspection agencies prior to dispatch. The list shall broadly cover inspection of the following:

- i. Plant, equipment, spares, material ordered on traders / suppliers considered critical with respect to safety of plant and equipment / function / or of high

value.

- ii. Refractories ordered on global suppliers / Indigenous suppliers.
 - iii. Inspection of fabricated structures at construction site,
 - iv. Equipment / materials / items considered critical to achieve the guaranteed performance of units.
 - v. Stage inspection wherever required
 - vi. Re-inspection of items / materials / equipment in case of rejection,
- 5.7.4. All the data /documents / test-certificates / external inspection reports etc., obtained from manufacturers / equipment suppliers at the time of inspection shall be handed over to YSRSCCL along with the Inspection Certificate (I.C.) in the format mutually agreed to.
- 5.7.5. Consultant shall provide their observation, if any, on the inspection certificate (IC)/Inspection Memo (IM) submitted by the turnkey contractor through the TPI's within five (5) working days of receipt of such inspection certificate (IC)/Inspection Memo (IM) from the turnkey contractors.
- 5.7.6. If any inferior/ substandard material/equipment is received by YSRSCCL owing to faulty inspection/ clearance by consultant, 1% of cost of equipment inspected subject to a ceiling of Rs. 5.00 lakhs each time of such occurrence will be deducted from the payment due to the consultant for the inspection services.
- 5.7.7. The Consultant shall follow-up repair / replacement of inferior / sub-standard materials received at site, by the turnkey contractors. All expenses will be borne by the contractor.

5.8. ASSISTANCE IN TESTING, COMMISSIONING & POST-COMMISSIONING ACTIVITIES

- 5.8.1. The Consultant shall co-ordinate with all agencies/departments and participate in the start-up and trials and the initial operation of each of the units under the turnkey packages during integrated cold test, hot test & commissioning, Performance Test and on satisfactory completion of these tests at site, issue integrated cold test certificate, Commissioning certificate, Performance Test certificate, and Final acceptance certificate jointly with Employer as per the GCC / SCC and the contracts
- 5.8.2. The Consultant shall finalize the tests to be conducted during erection of plant, equipment, etc. and also the procedure for carrying out the tests.
- 5.8.3. The Consultant shall finalize the schedules for testing & commissioning and guarantee tests, participate in all the tests and sign on all documents related; to testing & commissioning, performance test, till issue of final acceptance certificate.
- 5.8.4. The Consultant shall prepare for Employer's concerned department the list of all drawings and documents based on the drawing list finalised with the respective turnkey contractors and ensure that contractors, submit all documents including erection manuals, operation & maintenance manuals required for handing over/taking over of any unit/package and check for their completeness & correctness before taking over of the unit/package (as the case may be) by Employer.

5.8.5. The Consultant has to assist YSR SCL for delay analysis, arbitrations etc. if any and final closing of all the contracts

5.9. OTHER RESPONSIBILITIES OF THE CONSULTANT

5.9.1. In the performance of their duties as herein provided, the consultant shall

- a. Provide and maintain at their own cost, at their registered office, at site-offices in YSR SCL's premises, at other offices in India or abroad, qualified and experienced engineers and other technical and non-technical staff in adequate strength well versed in the various activities detailed in the scope of work given herein. The minimum experience of qualified engineers deployed shall be as follows. The Consultant shall be required to submit a monthly man power deployment report indicating the manpower deployed for various activities indicating their qualification, experience and the area of responsibility for review by YSR SCL

S. NO	ACTIVITY	EXPERIENCE IN YEARS	REMARKS
1.	Basic & Detailed Engineering	10 to 20	Respective areas of specialisation
2.	Tendering & order placement	10 to 15	The packages are to be vetted by head of the discipline
3.	Site supervision	5 to 15	Experience in at least 2 projects /units of similar magnitude
4.	Review of Inspection Certificates	5 to 15	Experience in review of ICs of similar equipment
5.	Trial runs, PAT, provisional acceptance tests, FAT, etc.	10 to 20	The head of discipline shall participate in the guarantee tests.

- b. Appoint and maintain at the work site in Sunnaparallepalli, YSR (Kadapa) District, a senior engineer (hereinafter referred to as the RESIDENT MANAGER) as their direct representative, together with adequate number of engineers, technical and non-technical staff as may be required. Such RESIDENT MANAGER may act as the authorized representative of the consultant and act on his behalf and render necessary technical and administrative services at site, including all coordination, correspondence and communication between and other agencies concerned.
- c. All the expenditure on all works undertaken by such staff engaged by the consultant, including cost towards office furniture / postage / telegram / telephones / cables / travelling expenses / computers / fax machines, internet connections etc., should be borne and paid by the consultant.
- d. The consultant shall be responsible for ensuring the safety of all their workmen and supervisory personnel deployed at all construction sites of the project including the and shall ensure compliance with all the relevant laws

of the land, viz. Factories Act, PF Act, IE Rules, Act etc., labour license and shall sign all documents required to ensure compliance with statutory obligations by YSRSCCL.

- e. Insure at their own cost the lives of all their workmen and staff deployed at-site against accidents, sickness, and / or deaths and under no circumstance shall be liable to pay any compensation whatsoever on account of injury / disablement / sickness or death caused to the consultant's employees, as the case may be and if any compensation becomes payable by YSRSCCL on this behalf, then the same shall be recovered by YSRSCCL from the bills of the consultant. The consultant is required to take insurance policies as per statutory requirement for Workmen Compensation etc and indemnify from any liability.
 - f. The consultant shall depute required number of experienced engineers from their outstation offices at their cost for all the scope of work covered in this document, such as design review co-ordination meetings, tender discussions, technical discussions with the contractors, presentations to senior management of on project status, etc.
 - g. The consultant shall depute concerned specialists for visits abroad as and when requested by YSRSCCL.
 - h. The consultant shall ensure adequate medical facilities for all their employees at their own cost.
 - i. The consultant and all their employees must abide by all the rules and regulations of YSRSCCL.
 - j. In case the performance or conduct of any employee engaged by the consultant for this consultancy services either at site or anywhere else is found to be unsatisfactory, then such an employee shall be replaced suitably within fifteen (15) days of such a request made by YSRSCCL.
 - k. Secrecy:
 - i) The consultant or their associates / employees shall not divulge, reveal or give to any third party any technical / administrative information / data / document / drawing or any intellectual property of without prior approval of in writing.
 - ii) The consultant shall not use any of the information / data / document / drawing furnished by YSRSCCL for any purpose other than the present assignment of offering consultancy services as prescribed herein.
 - iii) The consultant should bind their associates/employees and/or suppliers/contractors to whom drawings/ documents/information (obtained from) has been furnished with provisions of (i) and (ii) above.
- 5.9.2. Adequate manpower and communication channels must be provided by consultant at their offices including the site office even on Sundays, closed-holidays and national holidays so that there is no disruption in the project activities, which needs to be executed round-the-clock
- 5.9.3. The consultant shall not sub-let any part of the work specified in this specification

SCHEDULE – 2

COMPLETION SCHEDULE

The PROJECT is scheduled to be completed as per chronological tentative schedule given in Appendix - 1 for Setting up of 3 MTPA Integrated Steel Plant from the Zero Date. **The tentative schedule may be reviewed with successful bidder. The successful bidder is to submit a detailed bar chart for each package/ contract keeping the overall project schedule of 38 months.**

SUMMARY PRICE SCHEDULE

Contract Price Break-up						
Tender No:						
Bidder Name:						
Sl. No	Item Description	Consultancy Fee Rs. in Lakhs)	GST (Rs. Lakhs)	in	TOTAL FEE (Rs. Lakhs)	TOTAL FEE (In Words)
1.1	Consultancy Fee towards Design and Basic Engineering & Engineering Review Services					
1.2	Consultancy Fee towards Procurement and Contract Engineering as stipulated in the scope of work of Schedule - 1					
1.3	Consultancy Fee towards Construction Management and site supervision during construction, erection and assistance in testing and commissioning as stipulated in the scope of work of Schedule - 1					
1.4	Consultancy Fee towards review of Inspection Certificates as stipulated in the scope of work of Schedule - 1					
	Total Contract Price (in figures)					
	Total Contract Price (in Words)					

Note:

- i. Consultancy Fee shall include base price plus all applicable taxes excluding GST.
- ii. This template must not be modified/replaced by the bidder and the same should be submitted after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.

TAXES AND DUTIES

1. TAXES AND DUTIES

- 1.1.** Except as otherwise specifically provided in the Contract, the Consultant shall bear and pay all taxes, duties, levies, cess and charges applicable on the Consultant, or their employees by Municipal, State or Central Government Authorities.

However, subject to stipulations of the Contract, the payment of duties, taxes, levies, etc., will be reimbursed (on actual) against documentary evidence to be produced by the Consultant, subject to a ceiling indicated in price schedule(s) of the Contract. In no case the reimbursement towards duties and taxes, etc., shall exceed the amount indicated in price schedule(s) of the Contract towards duties, taxes, levies, etc. except on account of statutory variation in Taxes & Duties and / or imposition of new taxes and duties till the validity of contract. Any statutory variation in taxes/duties or imposition of new taxes, duties, levies cess etc. subsequent to the Base Date (i.e. the date seven prior to the submission of price bid/updated price bid) shall be to the account of Employer and shall be paid/reimbursed at actuals.

1.2. INPUT TAX CREDIT

- 1.2.1.** The Consultant shall submit proper GST invoice and any other document as required in accordance with the GST Acts and rules (as per the prevailing notification at that time), enabling the Employer to avail the GST Input Tax credit. In case, the Consultant fails to submit the required document required in accordance with the GST Act for availing the GST Input tax credit by the Employer in respect of services, the amount of Goods and Services tax on such services may be recovered by the Employer from the Consultant unless the Consultant furnishes proper justification.

In case of an Indian company, Consultant is responsible for uploading his services data with GSTN as per applicable statutory norms and any demand of interest/penalty for failure of the Consultant to upload the invoice details

1.3. VARIATIONS IN TAXES & DUTIES

- 1.3.1.** For taxes and duties which are eligible for Input Tax Credit, the adjustment in the Contract Price towards variations in taxes, imposition of new taxes or abrogation of existing taxes shall be applicable, provided the Employer can get the Input Tax Credit benefit of the additional duties.

Base Date for statutory Variation & imposition of new taxes and duties shall be the date seven (7) days before last date of submission of price bid.

- 1.3.2.** The adjustment in the Contract Price towards variation in the taxes shall be made by the Employer on production of the documentary evidences by the Consultant.

1.4. GOODS AND SERVICES TAX

1.4.1.Where input tax credit on GST is available to the Employer, the amount of GST shall be reimbursed in full without any limit. However, where input tax credit is not available to the Employer, the total amount of GST reimbursed to the Consultant shall not exceed the GST quoted in the price schedule(s). No reimbursement of GST shall be made where Consultant has indicated ITC amount and ITC is not actually available to Employer.

1.4.2.If reimbursement of GST has been made to the Consultant on the expectation that ITC shall be available, and subsequently ITC is denied in GSTN for reasons not attributable to the Employer, then the amount of GST disallowed for ITC shall be recovered from any subsequent bill of the Consultant or by way of encashment of PBG, if required.

1.4.3.If ITC has been availed by the Employer but is subsequently reversed due to reasons attributable to the Consultant, then the amount of GST along with interest and/or any penalty paid or payable by the Employer on such reversal shall be recovered from the Consultant from any subsequent bill of the Consultant or by way of encashment of PBG, if required.

1.5. INCOME TAX

1.5.1.The Consultant shall be exclusively responsible and liable to pay taxes on income comprised in all or any payments arising out of the Contract, whether payable/paid in India or in any other Jurisdiction and quoted prices shall be inclusive of Income Tax.

1.5.2.Any Indian Income Tax which Employer may be required to deduct by law or statute, shall be deducted at the source under Indian Income Tax Act on account of the Consultant. Employer shall provide the Consultant a certificate for such deduction of Tax. The Consultant shall indicate their Permanent Account Number with the relevant Income Tax Authority to Employer.

TERMS OF PAYMENT**1. PAYMENT TERMS**

- 1.1.** The total Contract Price (as given in Schedule – 3 of this Agreement) shall be apportioned as given at clause 1.2 below and payments shall be released depending on the actual progress of work and such other conditions as stipulated at clause 1.3 and 1.4 below.
- 1.2.** Apportioning of consultancy fee in respect of the major turnkey packages of the Project are given below:

Sl No	Package	Weightage
A)	Blast Furnace	10%
B)	Sinter Plant	7%
C)	Raw material handling system (RMHS)	15%
D)	Steel Melting Shop (DS Unit, BoF & Secondary Metallurgy system)	15%
E)	Thin Slab Casting & Rolling (TSCR)	15%
F)	Balance of Plant Facilities (Auxiliary facilities)	25%
G)	Anciliary Building & Facilities	4%
H)	Air Separation Plant (on BOO basis)	3%
I)	Gas based Power Plant (on BOO basis)	4%
J)	Lime & Dolo Plant	2%

In case any of the above package is clubbed with other package or any package is further broken down, the corresponding weightage allocated for the respective package shall also be added or reduced in proportion to the scope which shall be added/deducted (as the case may be) upon mutual agreement between Employer and Consultant and the billing schedule shall be updated accordingly.

1.3. Linkage of payments with Bar Charts/ Mile stones

The package wise approved bar charts indicating time schedules for milestone activities as listed in clause 1.4 here under for all the packages as given in clause 1.2 showing starting and completion dates of each mile stone to be given as per schedule-2. The monthly payments shall be released in accordance with the time schedule as agreed to by YSRSCCL and subject to completion of the activity and / or other conditions as stipulated under clause 1.4 for each mile stone

- 1.4.** Out of the total Contract Price, thirty percent (30%) shall be paid in forty eight (48) equal monthly installments and balance seventy percent (70%) shall be paid as per the milestones given in the table herein below. The maximum payment against each milestone is expressed as a percentage (%) of the seventy percent (70%) of the consultancy fee for the package concerned as mentioned under clause 1.2 above and shall be payable subject to completion of that activity/progress of execution of each package and/or as

stipulated herein under each milestone duly certified by the “Engineer”.
However the monthly payments shall not be applicable to milestone activities at x to xiv.
For these activities 100% payment will be released only after achieving the respective milestone.

No	MILESTONE ACTIVITIES	Quantum of Payment (%)
i.	On completion of basic engineering of each package and as certified by the “Engineer”	5%
ii.	On submission of the technical specification of each package and as certified by “Engineer”	5%
iii.	On completion of tender evaluation and submission of technical and commercial recommendations for each package and as certified by the “Engineer”	5%
iv.	On submission of contract document for each package and as certified by the “Engineer”	3%
v.	Against engineering review (of detailed engineering data submitted by contractors) of each package, the payment shall be made progressively against actual number of drawings reviewed as against the estimated number of drawings mutually agreed upon with the turnkey contractor for each package and as certified by the “Engineer”	20%
vi.	Against review of Inspection certificates of each package, the payment shall be made progressively against actual number of inspection certificate reviewed as against the estimated number of inspection certificates mutually agreed upon with the turnkey contractor and as certified by the “Engineer”	2%
vii.	For Civil works: Monthly payments shall be made in proportion to the quantum of work executed during the month for the respective package, and as certified by the “Engineer”	12%
viii.	For Structural (fabrication/erection) works: Monthly payments shall be made in proportion to the quantum of work executed during the month for the respective package, and as certified by the “Engineer”	12%
ix.	For erection of all mechanical / electrical / instrumentation and all other equipment, including refractory works; monthly payments shall be made in proportion to the Quantum of work executed during the month for the respective package, and as certified by the “Engineer”	22%
x.	On issue of integrated cold test of the respective package.	3%
xi.	On issue of commissioning certificate of the respective package.	3%
xii.	On issue of Performance Test Certificate for the respective package	3%
xiii.	On issue of FAC (Final Acceptance Certificate) for the respective package	2%

xiv.	On Final settlement / settlement of extra items /extra jobs etc. including submission of “Project Completion Reports” and as certified by the “Engineer”	3%
	GRAND TOTAL	100%

1.5. REGULATION OF PAYMENTS

Payment of fee shall be regulated as under:

- a) The total consultancy fee amount shall be apportioned amongst the turnkey packages as per the weightage given at Clause 1.2 above.
- b) The fee apportioned to each package as at (a) above shall be reapportioned to various milestone activities as per weightage given at Clause 1.4 above.
- c) Progress of each milestone of each package shall be reviewed with reference to the approved bar chart once in a quarter and in case of any delay in the progress of any milestone, the monthly instalment payment of that mile stone (which is delayed) shall be suspended and the same shall be returned only after making up the delay for the satisfaction of the “Engineer”

2. PENALTY

- 2.1. In respect of milestones at items (i) to (iv) of Clause 1.4 above, penalty shall be levied @ one (1) % of the apportioned consultancy fee for the corresponding milestone for a delay of every seven (7) days, subject to the maximum limit of 5% under each milestone
- 2.2. The Consultant shall ensure that the delays are not cascaded i.e., does not affect the subsequent milestone activity. In case of cascading of the delays, the penalties shall .be levied at above rates for each affected milestone.
- 2.3. Despite all the delays resulting in imposition of penalties in various activities, if the particular package is finally commissioned within the scheduled period of completion (as per, approved Bar Charts) or any agreed extension thereof, then such penalties (amounts) levied shall be refunded in part or full after a detailed analysis by YSR SCL.

Note:

1. The scheduled date of commissioning of respective package shall be reckoned with reference to approved Bar Charts for the respective packages
2. The date of issue of commissioning certificate after successful hot trial of the respective package as mentioned in the respective turnkey contracts shall be considered as the date of commissioning for this purpose. For the package wherein commissioning is not involved, virtual completion certificate shall be considered as an equivalent to commissioning of the package.

**FORMAT OF CONTRACT AGREEMENT
BETWEEN**

YSR STEEL CORPORATION LIMITED

AND

(The "Consultant") _____

CONTRACT FOR

ENGINEERING, PROCUREMENT AND CONSTRUCTION MANAGEMENT SERVICES
FOR
3 MTPA INTEGRATED STEEL PROJECT

(Contract No. _____)

THIS AGREEMENT No. _____ is made and executed on _____ day of 2021, at [·], India.

BYAND BETWEEN:

[·], a company incorporated under the Companies ACT 2013, having registered office at [·], India (hereinafter referred to as the “Employer”, which expression shall, unless excluded by or repugnant to the context thereof, include its successors and permitted assigns);

AND

_____, an existing Company within the meaning of Section 2(20) of the Companies Act 2013, having its Registered Office at _____ (hereinafter referred to as the “Consultant”, which expression shall, unless excluded by or repugnant to the context thereof, include its successors and permitted assigns).

WHEREAS the Employer proposes to set up [·] MTPA Integrated Steel Project situated at [·] (hereinafter referred to as the “Project”); and

WHEREAS the Consultant owns and possesses experience, know how, capacity and resources for carrying out basic engineering, engineering review, procurement service, construction management, inspection, and supervision of construction & erection, supervision during testing, commissioning & performance guarantee tests.

AND WHEREAS the Consultant has obtained all the clarifications on technical and commercial aspects, inspected the site and surroundings of the proposed Project and has examined and considered all the matters, conditions and things, probable contingencies and generally all matters incidental thereto and auxiliaries thereof, affecting the execution and completion of the Project.

AND WHEREAS, based on the above representation the Employer has agreed to award the aforesaid services to the Consultant and Consultant has agreed to deliver the services on lumpsum basis in accordance with the terms of this Agreement.

AND WHEREAS this Contract sets out the agreement between the Parties in respect of the basic engineering & engineering review services, procurement assistance, construction management, review of QAP & inspection certificates, supervision of construction and erection, participation during testing, commissioning and performance guarantee tests in line with the Scope of work specified in the Schedule 1, on lumpsum basis to the Employer in accordance with the terms and conditions set out hereunder

NOW, THEREFORE, THIS AGREEMENT WITNESSETH as follows:

Article – 1

1. SCOPE OF WORK

- 1.1. The Scope of Work to be carried out by the Consultant pursuant to the terms of this Contract includes basic engineering, engineering review, procurement assistance, construction management, review of QAP and inspection certificates issued by Contractor through third party inspection agencies approved by Employer, site supervision of construction & erection, participation during testing and commissioning, integrated operation and post-commissioning services as further detailed in the Schedule-1. The Consultant's scope also includes to verify the vendor drawings submitted by the turnkey contractors engaged for the Project as Owner's Engineer. The detailed scope of work is specified in the Schedule – 1.

Article – 2

2. DEFINED TERMS

- 2.1. Terms and phrases defined in the Conditions annexed hereto shall have the same meanings where used in this Agreement.

Article – 3

3. CONTRACT DOCUMENTS

- 3.1. The following documents shall together constitute the Contract between the Employer and the Consultant and the term "Contract" in all such documents shall be construed accordingly:
- a. This Agreement and its Schedules;
 - Schedule 1 - Scope of Work
 - Schedule 2 - Completion Schedule
 - Schedule 3 - Price Schedule
 - Schedule 4 - Taxes and Duties
 - Schedule 5 - Terms of Payments
 - b. Special Conditions of Contract;
 - c. General Conditions of Contract;
 - d. Any other documents (All correspondences after issue of Tender Enquiry till issue of Letter of Award of Contract and acceptance of Letter of award of Contract.)

In case of contradictions and/or inconsistencies between the documents listed above, the order of precedence shall be the order in which the documents are listed from a to d, i.e. The Agreement and its Schedules shall take precedence over the Special Conditions of Contract and Special Conditions of Contract shall have precedence over General Conditions of Contract and so on.

In case of contradictions with in the document, the clause which comes first will take precedence

over the clause which comes later.

Article – 4

4. PRICE

4.1. Contract Price

In consideration of the Consultant executing the entire scope of works as per Article 1 and Schedule 1 of this Contract, the Employer hereby covenants to pay to the Consultant _ ___(amount in figure), and an amount of Rs. ___/- (in words Indian Rupees __only) (“Contract Price”) in the manner prescribed in Schedule 5 of the Contract subject to such deductions/adjustments as may be allowable in the Contract.

The Contract Price as specified in the Contract Agreement shall be for the entire Scope of the works of the Consultant as an EPCM consultant, as mentioned in Article-1 and detailed under Schedule-1 of the Contract. However, any visits to any place outside India are excluded from the Contract Price.

The Contract Price is based on an estimated deployment of 8500 man-months for rendering services as per the scope of work given in Schedule-1.

In case additional deployment of Consultant’s personnel at site is required due to extension of time of contract, no additional payment shall be payable if such extensions are for reasons solely attributable to the Consultant. However, in case additional deployment of Consultant is required beyond the estimated number of deployment mentioned herein above and as indicated in Schedule-3, for reasons not solely attributable to the Consultant, Employer shall pay to Consultant additional fee for such additional deployment of Consultant’s personnel at site at mutually agreed man-month rate to be arrived at based on the price quoted in Schedule-3 for construction management and site supervision services.

In addition to the Contract Price indicated above, for any trips undertaken by Consultant to any place outside India in connection with the Project, Employer shall provide free of cost/reimburse the cost of air-ticket, accommodation with full board, visa charges, airport taxes, local transportation at the place of visit and a per diem allowance applicable to equivalent category of Employer’s personnel going on tour outside India.

4.2. Price Basis

4.2.1. The Contract Price quoted in Indian Rupees shall comprise of basic price, all duties, taxes and levies other than Goods and Services Tax (GST) as may be applicable and prevailing as on Base Date on Taxable Value of the Contract (Basic price + other charges, duties levies taxes other than GST). While the basic price will constitute the consideration under the Contract, the payment of Goods and Services Tax (GST) will be reimbursed on actuals against taxable invoice.

4.2.2. The GST TDS from the invoice of the Consultant, if any required by Employer to be made under GST Act or rules made thereunder shall be deducted at such rate as may be specified by statute with effect from such date as notified.

4.3. Firm Contract Price

The contract Price shall be firm and not subject to any escalation, whatsoever during the scheduled period of the contract, except in the event of a change in the scope of work or specification or provided delays if any are for reasons not attributable to the Consultant or as otherwise provided in the Contract.

Article - 5

5. Completion Schedule

The Consultant undertakes to complete its scope of work for the Project in line with the time lines specified in the Completion Schedule (Schedule 2) hereto subject to such extensions as may be allowed in the Contract, failing which the Consultant shall be liable to pay Liquidated Damages as per Article 6 of the Contract.

The Security Deposit shall be submitted by the Consultant within 21 days from the date of Letter of Award.

Article - 6

6. Liquidated Damages

- 6.1.** If Consultant fails to deliver the deliverables, and/or perform the services under its scope of work within the scheduled date of commissioning specified in the Contract or agreed extensions thereof, and provided such delay is for reasons solely attributable to Consultant, Consultant shall be liable to pay to the Employer liquidated damages for delay as mentioned herein below.
- 6.2.** The liquidated damages for delay in commissioning beyond the scheduled date of commissioning specified in the Contract or agreed extensions thereof shall be leviable at the rate of two percent (2%) of the Contract Price quoted for the consultancy services (excluding GST) for each complete month of delay in commissioning of the Project as per mutually agreed schedule. The maximum aggregate amount of liquidated damages in respect of such delay shall be limited to five percent (5%) of the lump sum Contract Price quoted for the consultancy services (excluding GST). The above shall not however, apply if the delays are due to Force Majeure conditions/events or delays are due to reasons not attributable solely to the Consultant.
- 6.3.** The recovery of liquidated damages shall be the sole and exclusive remedy of the Employer under the contract for such delays.

Article - 7

7. SECURITY DEPOSIT

- 7.1.** The Consultant shall provide a Security Deposit through Demand Draft /RTGS/Bank Guarantee equivalent to five (5%) of the contract price within twenty-one (21) days from the date of issuance of Letter of Award in pro-forma as agreed by Employer. The Security Deposit Bank Guarantee will not carry any interest. The Security Deposit Bank Guarantee shall remain valid up to the completion of the scope of work and services of the

Consultant with an additional claim period of one year beyond the date of expiry. The Security Deposit Bank Guarantee shall be issued by any Nationalized/Scheduled Commercial Bank in India and shall be encashable at [·], India.

- 7.2. In case the Consultant fails to submit the requisite Bank Guarantee even after 60 days from the signing of the contract, the contract shall be terminated by invoking the provisions as per Bid Security Declaration and duly forfeiting other dues, if any payable against that contract. The failed consultant shall be debarred from participating in re-tender for the same work.
- 7.3. The selected bidder shall be responsible for extending the validity date and claim period of the Security Deposit Bank Guarantee as and when it is due on account of non-completion of the project.
- 7.4. Employer shall have the right to invoke the Security Deposit Bank Guarantee in case the selected Consultant fails to discharge their contractual obligations during the period or Employer incurs any material loss due to Consultant's gross negligence in carrying out the project implementation as per the agreed terms & conditions.

Article - 8

8. CONTRACT PERIOD

- 8.1. This Agreement shall take effect from the Effective Date and shall remain in force for a period of forty-eight (48) months from the date of Letter of Award. However, the Contract shall be signed by the parties within a maximum period of 30 days from the date of Letter of Award.
- 8.2. Extension of time: if, for any special circumstances, an extension of time for consultancy services is required, then the Consultant shall inform to the Engineer, within fifteen (15) days from the date of occurrence of such circumstances, full particulars of any request for extension of time for which he may consider himself entitled in order that such request may be examined. The decision of the Engineer/Employer shall be final and binding in this aspect and no additional remuneration shall be payable for the extended period for the scope of work covered under this Agreement, provided such extension is required for reasons solely attributable to the Consultant.

Article - 9

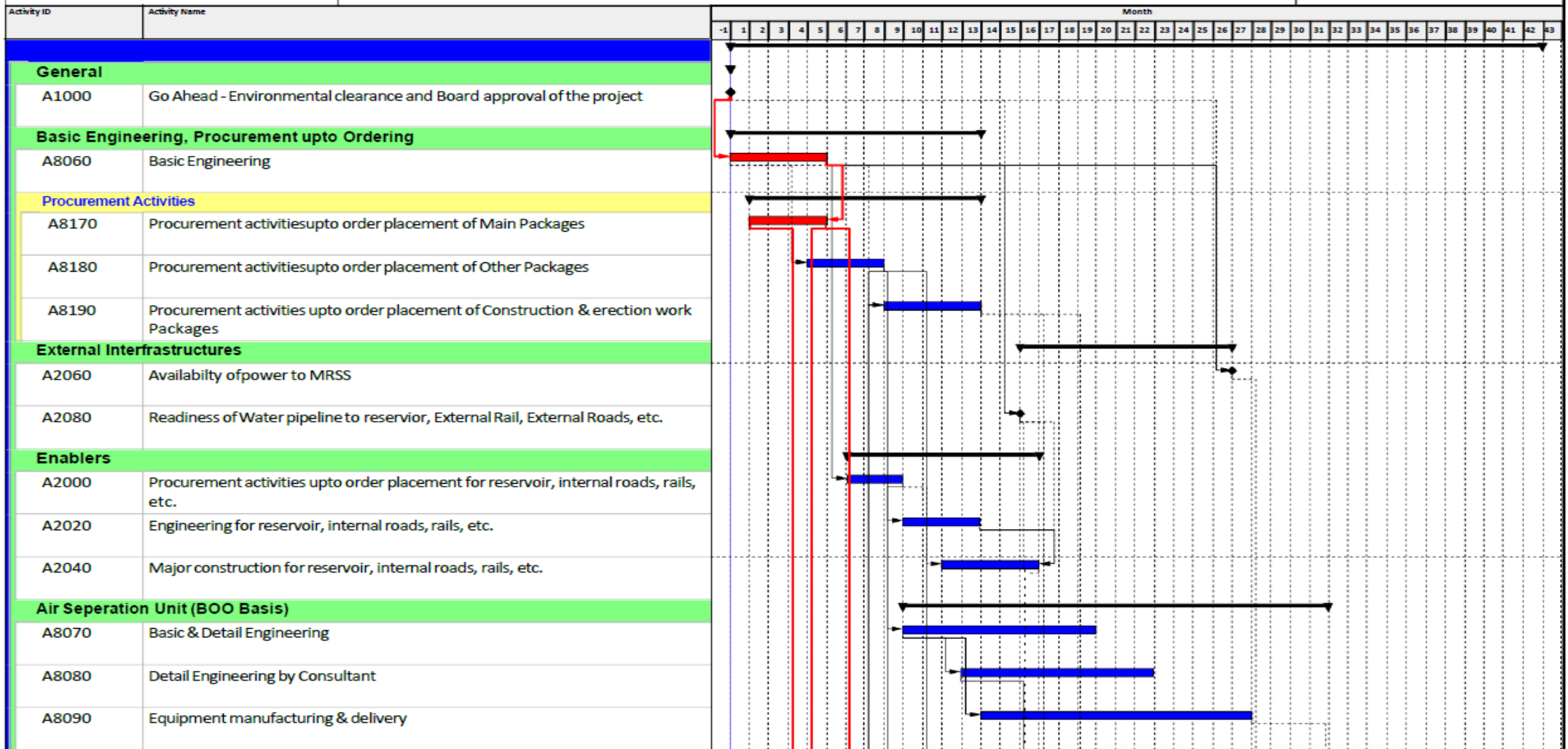
9. Governing Law

- 9.1. The Contract including the Arbitration proceedings shall be governed by and interpreted in accordance with laws of India.

TENTATIVE IMPLEMENTATION SCHEDULE

The tentative project implementation schedule of major activities is as indicated below:

APPENDIX 1 - TENTATIVE IMPLEMENTATION SCHEDULE

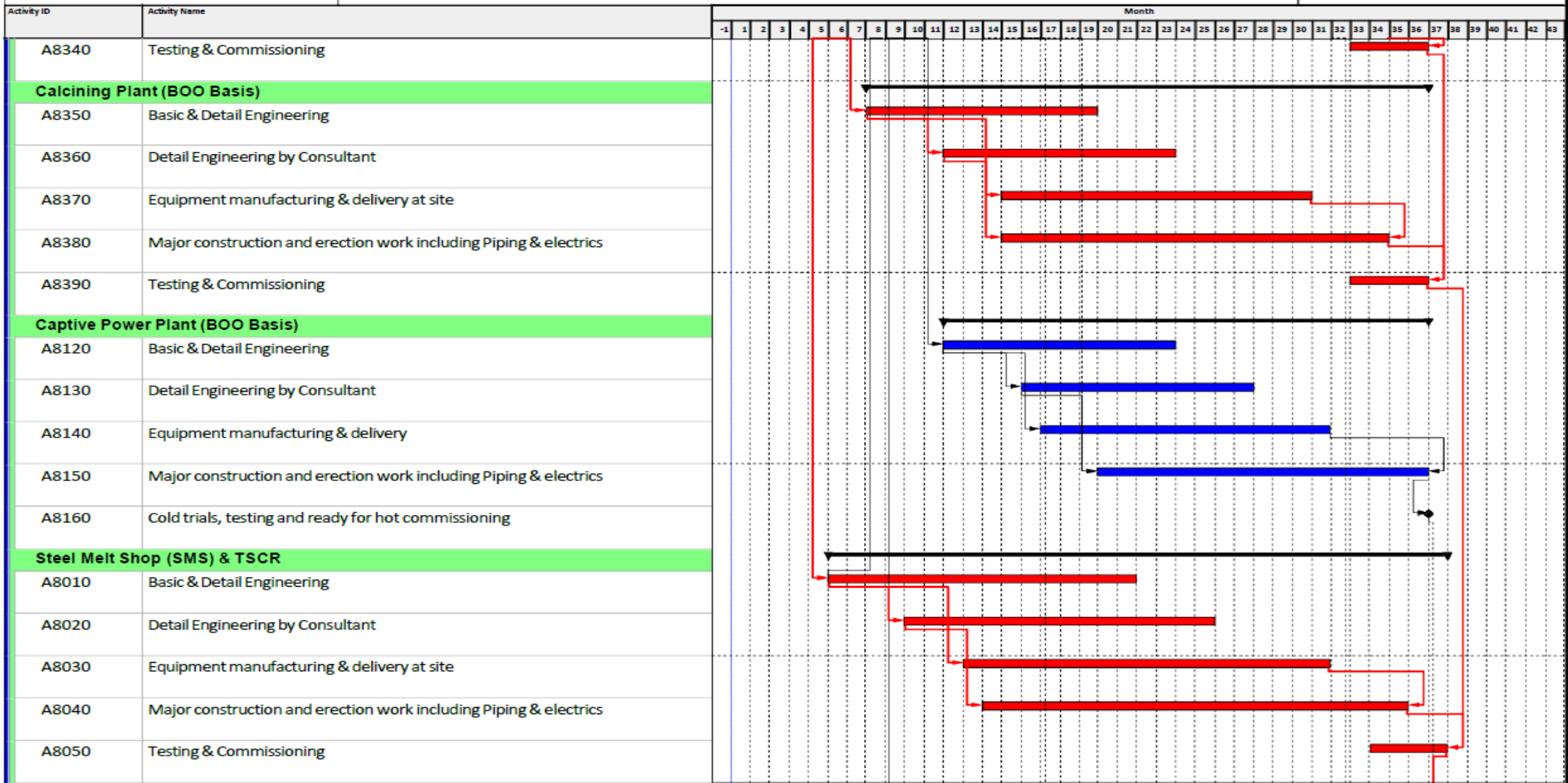


Note: This schedule is prepared for Report purpose only.





█ Activity ◆ Milestone
█ Critical Activity ⇐ Summary

Prepared by : SvMo
Approved by : SjMo

APPENDIX 1 - TENTATIVE IMPLEMENTATION SCHEDULE

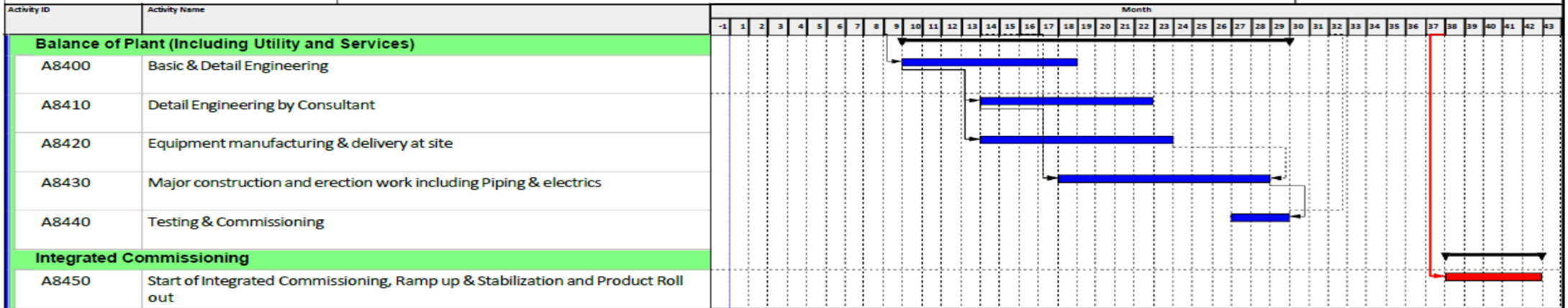


Note: This schedule is prepared for Report purpose only.

 Activity	 Milestone
 CriticalActivity	 Summary

Prepared by : SvMo
Approved by: SjMo

APPENDIX 1 - TENTATIVE IMPLEMENTATION SCHEDULE



Note: This schedule is prepared for Report purpose only.

█ Activity ◆ Milestone
█ CriticalActivity ◀▶ Summary

Prepared by : SvMo
 Approved by: SjMo

