



AP High-Grade Steels Limited (APHSL)

(A Government of Andhra Pradesh Undertaking)

Request for Proposal SELECTION OF LAW FIRM for Providing

**Legal Services to support APHSL in setting up an
Integrated Steel Plant at Kadapa, A.P.**

RefNo: 12/APHSL/RFP-Law/2020

4th July 2020

TIMELINE

RFP Reference No. & Date	12/APHSL/RFP-Law/2020, 30 June 2020
RFP Application Fee	Rs 5000/-
Issue date of RFP document	4 th July 2020
Last date for Submission of Queries	14 July 2020
Pre-Bid Meeting	18 July 2020
Issue of Corrigendum/ Clarifications	20 July 2020
Last date and time for proposal Submission	30 July 2020, 3 P.M.
Date and time for opening of Technical bids	30 July 2020, 3.30 P.M.
Date and time for opening of Commercial bids	4 August 2020, 3 P.M.

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1 Fact Sheet

Clause Reference	Details
Section 3.9	The method of selection is: Combined Quality cum Cost Based Selection (CQCCBS)
Section 3.4	The Interested Law Firms have to pay the non-refundable document Fee of Rs. 5000/- (Rupees Five Thousand Only) by Demand Draft in favour of “Managing Director, AP High Grade Steels Limited,” payable at Vijayawada from any of the scheduled commercial bank along with the proposal.
Section 3.4	Earnest Money Deposit of amount Rs. 1,00,000/- (Rupees One Lakh Only) by Demand Draft in favour of “Managing Director, AP High Grade Steels Limited,” payable at Vijayawada from any of the nationalized Scheduled commercial Bank OR Bank Guarantee as per format provided in Appendix 1 (Form 3)
Section 3.13 & 3.15	Procurement is for services linked to milestones
Section 3.3	<p>A pre-Bid meeting will be held on 18.07.2020 at 2:30 P.M. in through Video Conference. Bidders willing to participate shall send a request for Video Conference link to the email address: madhusudan.ponnappalli@aphighgradesteels.com latest by 14.07.2020, 12.00 Noon.</p> <p>The name, address, and telephone numbers of the Nodal Officer is:</p> <p style="text-align: center;">P. MADHUSUDAN, ADVISOR AP High Grade Steels Limited 10th Floor, APIIC Towers, Mangalagiri, Guntur Dist., Andhra Pradesh Mobile: +91-8008067979 Email: madhusudan.ponnappalli@aphighgradesteels.com</p> <p>All the queries should be received on or before 14.07.2020 by 3:00 P.M. either through post or email.</p>
-	The Nodal Agency/Department envisages any downstream work: No
Section 3.6	Proposals should be submitted in the following language(s): English
	Taxes: The bid price should be inclusive of all applicable taxes
Section 3.8	Proposals must remain valid for 90 days after the submission date

Clause Reference	Details
Section 3.4	<p>Bidders must submit</p> <ul style="list-style-type: none">• An original and one additional copy of proposal along with one copy of non-editable CD/Pen-Drive for Prequalification & Technical Proposal (single document)• One original copy of the Commercial Proposal
Section 3.6	<p>The proposal submission address is:</p> <p>P. MADHUSUDAN ADVISOR AP High Grade Steels Limited 10th Floor, APIIC Towers, Mangalagiri, Guntur Dist., Andhra Pradesh Mobile: +91-8008067979 Email: madhusudan.ponnappalli@aphighgradesteels.com</p> <p>In view of Covid-19 travel restrictions, the bidders may also mail their bid submission documents to the above mentioned email. However, care needs to be taken that the documents are clearly visible and properly named. Also, efforts would be appreciated to submit the hard copy at the address mentioned.</p>
Section 3.6	<p>Proposals must be submitted no later than the following date and time: 30-07-2020; 03:00 P.M.</p>

2 Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of APHSL or any of its employees or Firms, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for APHSL, its employees or Firms to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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. APHSL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

APHSL, 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption,

statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

APHSL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

APHSL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

3 Background Information

3.1 Basic Information

- a) AP High-Grade Steels Limited (APHSL), a wholly owned company of Government of Andhra Pradesh (GoAP) invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Law Firms (“Bidders”) for the provision of the Legal services as described in Section 3.13 of this RFP, “Scope of Work” (“the Services”). APHSL is the Nodal Agency for this public procurement.
- b) Any contract that may result from this public procurement competition will be issued for a term of one year (twelve months) (“the Term”).
- c) APHSL reserves the right to extend the Term for a period or periods of up to one year (twelve months) with a maximum of five such extensions on the same terms and conditions.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

3.2 Project Background

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

Minister of Andhra Pradesh Shri Y. S. Jagan Mohan Reddy laid the foundation stone for APHSL on December 23rd 2019 at Sunnapuraalla Palle village of YSR Kadapa District, which happens to be his home district.

- c) APHSL commits itself to the mandate given by the Government of AP to set-up a world-class steel plant in Kadapa and intends to achieve the best standards in the industry by partnering with renowned steel makers/companies of the world to add value to the project.
- d) In this regard, APHSL initiated discussions with the prospective Joint Venture partners and set to release a notice inviting Expression of Interest (EoI) from potential Joint Venture partners and investors for setting up of Integrated Steel Plant at Kadapa, A.P.
- e) In pursuance of the same, APHSL proposes to engage the services of a reputed legal firm for assisting in the preparation, drafting and review of the various legal documents, communications and provide legal advice on all issues and related processes as may be required from time to time for the setting-up of Integrated Steel Plant, till the conclusion of all agreements with the Joint Venture Partner or till such time APHSL wishes to terminate the engagement with the legal firm procured through this RFP.

3.3 Request for Proposal

- a) APHSL invites Proposals (the “Proposals”) for selection of law firms (the “Law Firms” or “Solicitors”) for providing legal assistance and advisory services, including but not limited to development of legal documents for various key milestones in establishing the Steel plant, enable legal correspondence with stakeholders, be a legal liaison for APHSL by attending meetings, conferences and discussions with/for APHSL, and shall otherwise advise on and assist APHSL in the diverse legal and commercial issues that may arise from time to time.
- b) APHSL would like to engage with one Law Firm through a competitive bidding process.

3.4 Due diligence by bidders

- a) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to APHSL, sending written queries to APHSL and utilising all publicly available information regarding APHSL.
- b) The above stated methods to inform oneself is not mandatory but for the Bidder’s sake to get a clear idea of the project before submission of Proposal

4 Instructions to the Bidders

4.1 General

- a) While every effort has been made to provide comprehensive and accurate background

information and requirements and specifications, Bidders must form their own conclusions about the legal support required.

- b) All information supplied by Bidders may be treated as contractually binding on them, on successful award of the assignment by APHSL on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of APHSL. Any notification of preferred bidder status by APHSL shall not give rise to any enforceable rights on the Bidder. APHSL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of APHSL.

4.2 Compliant Proposals / Completeness of Response

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

4.3 Pre-Bid Meeting & Clarifications

4.3.1. Bidders Queries

- a. APHSL shall hold a pre-bid meeting with the prospective bidders on **18.07.2020 at 2:30 P.M.** through a Video Conference. Bidders willing to participate shall send a request for Video Conference link to the email address: madhusudan.ponnapalli@aphighgradesteels.com latest by 12.00 Noon on 18.07.2020.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach

P. MADHUSUDAN
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AP High Grade Steels Limited
10th Floor, APIIC Towers,

Mangalagiri,
Guntur Dist., Andhra Pradesh
Mobile: +91-8008067979
Email: madhusudan.ponnapalli@aphighgradesteels.com

by post, facsimile or email on or before 03.00 P.M. on 14-07-2020.

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

S. No.	RFP Reference(s) (Section & Page Number(s))	Document	Content of RFP requiring Clarification(s)	Points for Clarification
1.				
2.				
3.				
4.				
5.				
6.				

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

4.3.2. Responses to Pre-Bid Queries and Issue of Corrigendum

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

4.4 Key Requirements of the Bid

4.4.1. Right to Terminate the Process

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

4.4.2. RFP Document Fees

The Interested Law Firms have to pay the **non-refundable document Fee of Rs. 5000/- (Rupees Five Thousand Only)** by Demand Draft in favour of “Managing Director, AP High Grade Steels Limited,” payable at Vijayawada from any of the scheduled commercial bank along with the proposal.

4.4.3. Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, **EMD of Rs. 1,00,000/- (Rupees One Lakh Only)**, in the form of a Demand Draft OR Bank Guarantee (in the format specified in Appendix 1: Form 3) issued by any nationalized bank in favour of “Managing Director, AP High Grade Steels Limited,” payable at Vijayawada and should be valid for at least six months from the due date of the RFP.
- b. EMD of all unsuccessful bidders would be refunded by APHSL within thirty working days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix 3.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without interest.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.

- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

4.4.4. Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Response to Pre-Qualification Criteria and Technical Proposal: (1 Original + 1 Copy + 1CD/Pen-drive) in first envelope. PRICE BID SHALL NOT BE INCLUDED IN THIS ENVELOPE
 - Document fees through Demand Draft (DD) + EMD in the second envelope.
 - Commercial Proposal - (1 Original) in third envelope.
- b. The Response to Pre-Qualification criteria, Technical Proposal, DD towards document fees & EMD and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification and Technical Proposal", "Document Fees" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that Prices should not be indicated in the Pre-Qualification and Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-qualification and Technical Proposal, DD towards Document fees & EMD and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Legal Services for support to APHSL to set up Integrated Steel Plant, Kadapa, A.P. and the wordings **"DO NOT OPEN BEFORE 30.07.2020; 3:30 P.M."**.
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

- i. In case of any discrepancy observed by APHSL in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs/Pen-drives is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by APHSL in the contents of the CDs/Pen-drives and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

4.6 Preparation and submission of Proposal

a) Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by APHSL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

b) Language

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

c) Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to APHSL at the address specified below:

Addressed To	P. MADHUSUDAN
Name	APHSL
Address	10 TH FLOOR, APIIC TOWERS, MANGALAGIRI, GUNTUR DIST.
Telephone	+91-8008067979
Email ids	madhusudan.ponnappalli@aphighgradesteels.com

Last Date & Time of Submission	30-07-2020 before 03:00 P.M.
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In view of Covid-19 travel restrictions, the bidders may also mail their bid submission documents to the above mentioned email. However, care needs to be taken that the documents are clearly visible and properly named. Also, efforts would be appreciated to submit the hard copy at the address mentioned.

d) Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. APHSL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

4.7 Deviations

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

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

4.8 Evaluation process

- a. APHSL will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by APHSL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may fix meetings with the Bidders to seek clarifications on their proposals.

- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.8.1. Tender Opening

The Proposals submitted up to **03:00 P.M. on 30.07.2020** will be opened at **03:30 P.M. on 30.07.2020** by P. Madhusudan, Advisor or any other officer authorized by APHSL, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

4.8.2. Tender Validity

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

4.8.3. Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals;
 - Are not submitted in formats as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- b. All responsive Bids will be considered for further processing as below.

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

4.8.4. Consortiums/ Sub-Contracting

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

4.9 Criteria for Evaluation

4.9.1. Pre-Qualification Criteria

S. No	Basic Requirement	Specific Requirements	Documents Required
1	Appropriate entity	The bidder should be a legal firm with license to practice law and provide legal advice in India.	Copy of Certificate of Incorporation or other equivalent document.
2	Consortiums	Bidder should be an individual organization. Consortiums are not allowed to bid.	
3	Legal Entity	Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities Should have been operating for the preceding five years as on 1.1.2020.	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate
4	Blacklisting	The bidder should not have been performed by Government of India, any State Government in India, any PSU or by any multilateral agency	A self-certified letter
5	Turnover	The bidder should not have annual turnover of less than 15 Crore, during at least 3 financial years in the preceding 5 years as on 01-04-2020.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor

4.9.2. Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations

Technical Evaluation Criterion

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	1. COMPANY PROFILE		20	
1.1	Average turnover from legal services related to large business transactions, M&A, taxation advisory, IP Law & any such transaction advisory (average of previous three financial years)	<p>Equal to or more than INR 100 Crores : 10 marks</p> <p>Between INR 76 and 100 Crores (including) : 6 marks</p> <p>Between INR 25 and 75 Crores: 2 marks</p> <p>Between INR 16 and INR 25 Crores : 0 marks</p>	10	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
1.2	Full-time professional staff engaged in legal services related to business transaction advisory (Number of Staff)	<p>Equal to more than 100: 5 marks</p> <p>Between 51 and 100: 3 marks</p> <p>Between 25 and 50 (including): 1 marks</p> <p>Less than 25 : 0 marks</p>	5	A self-certification from authorized signatory
1.3	Geographical Presence of the Consulting organization	<p>At least one Office outside India – 2 Marks</p> <p>>5 Domestic offices – 3 marks</p> <p>2-4 Domestic offices – 1 marks</p> <p><2 Domestic offices – 0 marks</p>	5	A self certification from authorized signatory

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	2. RELEVANT PAST EXPERIENCE		40	
2.1	<p>Experience relevant to this engagement as listed below to be demonstrated in a maximum of 10 engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. The work order should have been issued within the last 5 years, as on date of bid submission deadline.</p> <p>Projects of similar nature shall mean engagements which included all of the following:</p> <ul style="list-style-type: none"> -Transaction advisory including deal structuring & documentation support -Transactions including forming Joint Venture/M&A -Transactions should include at least two transactions in Steel industry/Manufacturing Industry -Transactions should include at least one cross border transaction with one Indian entity & one Non-Indian Entity 	<p>4 marks for each project deemed relevant by the evaluation committee (at least two projects mandatory to score in this section)</p> <p>Less than 2 projects: 0 marks</p> <p>Extra marks would be given (2 extra marks for each project) if the cited project has one or more of the below features (subject to the total marks being awarded in this section to a maximum of 40 marks; i.e. even if a bidder scores over 40 marks owing to extra marks being awarded, it would still be scored 40 marks only):</p> <ul style="list-style-type: none"> -Involving steel industry or any manufacturing sector -Involving government (Indian or other) transaction -Of value over INR 5000 Crores (or equivalent in Foreign currency) 	40	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate (for ongoing projects) from the client; OR</p> <p>Certified copy of work contract + Self Certificate of Completion (Certified by Statutory Auditor)</p>

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	3. RESOURCE PROFILE		40	
3.1	<p>Resume of all legal professionals proposed for the assignment with experience in similar projects (as defined in point 4 above)</p> <p>(Non-Indian professionals may also be proposed for the project who can provide specialized advice, however, they must be in an advisory capacity to the bidder and the bidder would be held fully liable for their services as well)</p> <p>The bidder may provide additional CVs or resources it deems relevant to the assignment, the decision of the evaluation committee on the treatment of such CVs for evaluation would be final and binding.</p>	<p>Legal Expert (1 No.s) (20 Marks)</p> <ul style="list-style-type: none"> • Mandatory: Degree in Law • Mandatory: Minimum of 15 years of Experience • Mandatory: Minimum of 7 Commercial Engagements in the leadership position • Mandatory: At least 2 commercial Engagements in Steel Sector/manufacturing Sector <p>Additional Experience of Legal Expert (20 marks)</p> <ul style="list-style-type: none"> • Cross-Border Business transactions – 5 marks • Transactions involving Govt/PSUs (Any) – 5 marks • Experience & knowledge in regulatory issues in M&A/takeovers/strategic partnership/Business restructuring i.e. SEBI, Companies Act, FDI etc – 10 Marks 	40	Self-Certified Resumes

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score **at least 70 marks** from the technical evaluation criteria would be considered technically qualified.

4.9.3. Commercial Bid Evaluation

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

Fee for the Milestone Deliverables – ‘S’

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

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

Financial Score of a Bidder (Fn) =

$\{(Commercial\ Bid\ of\ L1 / Commercial\ Bid\ of\ the\ Bidder) \times 100\}\%$

(Adjusted to two decimal places)

- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. The breakup of bid price provided by bidder (as per Form 2C in Appendix II of this document) shall be binding and may be used by APHSL to determine the relevant remuneration for extension of services, if any. The bidder would be bound to provide services in the period desired (for extension) at the same rates without any escalation.

- f. Any conditional bid would be rejected
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

4.9.4. Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the Successful Bidder for award of the Project. The overall score will be calculated (to two decimal points) as follows: -
 - $B_n = 0.80 * T_n + 0.20 * F_n$
 - Where
 - B_n = overall score of bidder
 - T_n = Technical score of the bidder (out of maximum of 100 marks)
 - F_n = Normalized financial score of the bidder
- c. In the event the bid composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

4.10 Appointment of Law Firm

4.10.1. Award Criteria

APHSL will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

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

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

4.10.3. Notification of Award

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

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, APHSL will notify each unsuccessful bidder and return their EMD.

4.10.4. Performance Guarantee

APHSL will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the commercial bid ('S'). The Performance Guarantee should be valid for a period of at least six months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, APHSL at its discretion may cancel the order placed on the selected bidder without giving any notice. APHSL shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or APHSL incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.10.5. Signing of Contract

Post submission of Performance Guarantee by the successful bidder, APHSL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between APHSL and the successful bidder APHSL reserves the right to terminate the services of the successful bidder at any stage of the work for reasons of unsatisfactory performance or for any reasons not in control of APHSL (for example, non-response of the applicants at any stage of the process). APHSL shall provide a notice of a minimum of 15 calendar days (in writing) for such termination, clearly citing the reasons for the same. APHSL shall, however, make all payments related to the milestones (as per schedule of payments specified herein), provided such milestones have been met to the full satisfaction of APHSL and the Empowered Committee.

4.10.6. Failure to Agree with the Terms and Conditions of the RFP

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

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

4.11 Fraud and Corrupt Practices

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, APHSL shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, APHSL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to APHSL for, inter alia, time, cost and effort of APHSL, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b. Without prejudice to the rights of APHSL under Clause above and the rights and remedies which APHSL may have under the LOI or the Agreement, if an Applicant or its employee/s, as the case may be, is found by APHSL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or firm shall not be eligible to participate in any tender or RFP issued by APHSL during a period of 5 years from the date such Applicant or its employee/s, as the case may be, is found by APHSL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of APHSL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of APHSL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may

be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of APHSL in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by APHSL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.12 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the legal services (the “**Conflict of Interest**”)¹. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, APHSL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to APHSL for, *inter alia*, the time, cost and effort of APHSL including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to APHSL hereunder or otherwise.
- b. APHSL requires that the bidder provides professional, objective, and impartial advice and at all times hold APHSL’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of APHSL.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. the Bidder, or any associates of the bidder are advising any of the applicants or members of the applicant consortia (or their related associate firms) on the present proposals
 - v. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing legal services to APHSL for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - vi. A firm hired to provide legal services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

¹ This section has been adapted from Model RFP for Selection of Financial and Transaction Advisors issued by Planning Commission, Government of India

- d. An Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for APHSL in continuation of this engagement or to any subsequent legal/ advisory services performed for APHSL where the conflict of interest situation does not arise.

- e. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for transaction advisory or any other activity) for the Project, they shall make a disclosure to APHSL as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. APHSL shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this engagement or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

4.13 Scope of Work

In this Section, Scope of work is detailed out as follows:

The Selected Law Firm is expected to provide legal services for the major milestones, envisioned at this point of time, that shall arise during the process of setting up the plant. The responsibility of the agency shall be, not limited to but including draft & development of proper legal documentation, legal correspondence, advisory on various legal and commercial issues, due diligence and provide legal opinion from time to time during the engagement relevant to the key milestones as mentioned below.

APHSL would be involved in, but not limited to, the following activities in the future for which the legal services from the Law Firm engaged through this RFP would be paramount:

A. Engagement of Project Management Consultant & Engineering Consultant

Over the course of the tenure of Engagement, APHSL would hire the services of a project Management Consultant and an Engineering Consultant for the execution of this project. It would include, but not limited to, drafting of notice inviting Expression of Interests/ MoUs/ RFPs/ contract documents, negotiations and any other documentation, correspondence with stakeholders and advisory on these engagements.

B. Joint Venture Partnership

APHSL is planning to attract a suitable Joint Venture Partner to deliver project. In the course of identification and selection of a suitable partner various activities and legal procedures/processes, including but not limited to drafting of Non-Disclosure Agreements (NDAs), due-diligence on prospective partners, correspondence between the key parties, development of notice inviting Expression of Interest (EoI), Memorandum Of Understanding (MOU), RFPs and relevant partnership contracts and suitable changes in various legal documents like Article Of Association (AOA) or Memorandum Of Association (MOA) as the partnership arrangements demands, ensuring compliance with laws/rules governing such agreements and any other documentation required in this regard including attending meetings and preparation of minutes of the same and advising APHSL on various commercial and legal matters would be performed by the selected Law Firm. To summarise, the law firm shall extend end-to-end legal support from inception to conclusion of the JV partner engagement process.

C. Funding Arrangements for the Project

APHSL is currently in discussions with various financial institutions to enable raising equity, issuance of debt and other financial instruments to raise capital for the project. And for these activities, the Selected Law Firm will be required to perform activities, including and not limited to, Non-Disclosure Agreements with financial partners, due diligence of the bond/loan or related capital rising contract, legal correspondence, advisory on legal and commercial aspects of the contract. To summarise, the law firm shall extend end-to-end legal support from inception to conclusion of the financial closure process.

D. Raw Material linkages for the project

APHSL intends to acquire mineral blocks through auctions, mergers & acquisitions, transfer of leases etc. The selected law firm would be required to intervene and advise on any on-going mining related cases at various courts which might be of interest to APHSL. Long-term contracts with other mineral suppliers and various

legal aspects and documentation in that regard would be required to draft/review/vet by the law firm.

The above assignments and activities are to be conducted in the most ethical and professional manner by the Selected Law Firm. APHSL holds the right to terminate the contract with the Appointed Law Firm anytime during the course of the engagement. If terminated, the Appointed Law Firm would be paid only for the activities and the time already served before the notice of termination issued by APHSL to the Appointed Law Firm

All the above outlined activities may be required to be completed expeditiously given the strategic nature of the initiative. The timelines would be agreed upon by APHSL and selected bidder at each stage of the process. However, any procedural extension of timelines shall not entitle the successful bidder to any additional remuneration over and above the value under this RFP.

The bidder may deploy its personnel at APHSL on an as-required basis. However, the bidder would be required to attend meetings, brief APHSL officials, meet required stake-holders in person at APHSL or any such notified venue. It is to be noted that such meetings may be called at very short notice.

4.14 Means of Execution

- a) The Law Firm's team for the engagement with APHSL shall consist of a legal expert having the experience and qualifications specified herein (the "Legal Expert") supporting staff, as may be necessary. The Legal Expert identified and the details will be provided in the requisite forms in the ANNEXURE section.
- b) The Appointed Law Firm is required to provide dedicated Legal Expert who is designated to matters regarding APHSL who would be the signatory from the Appointment Law Firm in all correspondence and legal documentation. For all legal activities or services required for APHSL, the required support in manpower would be provided by the Appointed Law Firm.
- c) Legal Expert – He/ She will lead, co-ordinate and supervise the Legal Team for execution of deliverables in a timely manner as envisaged in this RFP. He shall not delegate his responsibilities except with the prior written approval of APHSL. He/ She will remain the signatory for all key documentation done by the Appointed Law Firm for APHSL.
- d) Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- e) It is to be noted that, while the Appointed Law Firm is to provide for the requisite resources and manpower to provide legal services for APHSL, the above stated Legal Expert would act as the point of contact and perform activities as stated in the RFP.
- f) It should be noted that the availability of key personnel would not be limited to the details mentioned above.

4.15 Payment Schedule

- a) The Success-fee component of the fee shall be paid as mentioned below.:

S. No.	Milestone for payment	Billable Fee (as % of Contract Value)
--------	-----------------------	---------------------------------------

Request for Proposal – Selection of Law Firm for providing support to APHSL in setting-up Integrated Steel Plant in Kadapa, A.P.

RFP for Legal Services

1	Engaging & agreement signing with Project Management Consultant procured through RFP	10% of 'S'
2	Engaging & agreement signing with Engineering Consultant procured through RFP	10% of 'S'
3	On-Boarding the JV Partner through RFP or any other route & Signing MoU/Issuing LoA	20% of 'S'
4	On successful execution of final agreement with JV Partner	40% of 'S'
5	Conclusion of documentation for Financial Closure, both Equity & Debt	10% of 'S'
6	Conclusion of documentation for Raw Material linkages	10% of 'S'

- b) The project deliverables and the process envisioned is subject to change depending on the result of negotiations with the prospective JV partners/Stakeholders. In such cases where the milestones may undergo substantial change which may be outside the scope of milestones mentioned in the above table and which may require substantially additional quantum of work/expertise and which may not be justified with-in the Success-fee 'S' quoted, the revised payment terms shall be negotiated between the Appointed Law Firm & APHSL.
- c) In case of additional milestones which may be added in future depending upon the need and as approved by the Client, additional payment over and above the quoted success-fee "S" can be made up to 30% of 'S' after duly assessing the man-hours and expertise required for the delivery of any such milestone.
- d) The payment shall be made as per the payment schedule mentioned above and only for the Milestones which materialize. Any milestone, which may not be taken up in view of the necessity/change in plan of action of APHSL will not be attracting any payment even if the said item is mentioned in the table above as a Milestone.

Payment Terms & Conditions

- a. The bid price is inclusive of all applicable taxes and out-of-pocket expenses. The bidder is required to make a reasonable estimate of the same and factor in the bid price. Any change in rates of taxation shall not be made good by APHSL and will have to borne in full by the successful bidder.
- b. Out-of-pocket expenses in case the selected bidder is required to undertake travel outside of Andhra Pradesh, would be paid separately by APHSL on the following terms and conditions:
- Economy class air travel, with appropriate boarding and lodging expenses
 - No per-diem would be payable
 - The selected bidder shall take prior approval of APHSL for any such travel, without which no expenses would be reimbursed

4.16 Support to be provided by APHSL

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

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

4.17 Change Request

The following would constitute a Change request

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

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

4.18 Indemnity

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

4.19 Termination

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

Appendix I: Pre-Qualification & Technical Bid Templates

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

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

Form 1: Compliance Sheet for Pre-Qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Deviations

Form 7: Team Composition and their Availability

Form 8: Curriculum Vitae (CV) of Key Personnel

Form 1: Compliance Sheet for Pre-Qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre- Qualification proposal)

	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
8	Consortiums	No Consortiums	Confirmation that the bidder is bidding as a single entity	
9	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
11	Blacklisting	A self-certified letter	Yes / No	

Form 2: Particulars of the Bidders

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding entity	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <APHSL>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <APHSL> (hereinafter called "the Purchaser") in the sum of Rs.

<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal, this template should be read in reference to Section 3.9 above)

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5		
2.	Average turnover	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
3.	Full-time professional staff	A self-certification from authorized signatory	Yes / No	
4.	Experience relevant to this engagement	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client		
5.	Deviations (if any)	Form 8	Yes / No	
6.	Team Composition (As per requirement specified in Technical evaluation)	CV & a Note (Form 9, 10 and 11)	Yes / No	

All the Bidders are requested to mention the document reference number and Page number for each criteria.

Form 5: Letter of Proposal

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Technical bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Legal Services to APHSL on <provide name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (*In full and initials*): _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form 6: Deviations

This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP

A - On the Terms of Reference

<<Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal>>

B – Any other areas

Form 7: Team Composition and their Availability

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Form 7.1: Team composition and Key Tasks

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

Form 7.2: Information on Team Involvement in other Engagements

Name of Staff with Qualification and Experience	Current Assignments where the Resource CV had been presented in the proposal	End Date of the Assignment (as estimated on the date of submission of this bid)	% Time Commitment

(Any information withheld / misrepresented, would establish APHSL would establish the veracity and if found true may lead to rejection of the bid OR cancellation of the contract)

Form 8: Curriculum Vitae (CV) of Key Personnel

Proposed Position [*only one candidate shall be nominated for each position Expert*]: ____

Name of Firm [*Insert name of firm proposing the staff*]: _____

Name of Staff [*Insert full name*]: __

Date of Birth:____Nationality: ____

Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

Total No. of years of experience: _____

Total No. of years with the firm:_____

Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory): _

Certifications and Trainings attended:_____

Details of Involvement in Projects (*only if involved in the same*): _____

Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*] :

Membership of Professional Associations:

Employment Record [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year): To (Year): Purchaser:

Positions held: __

<p>Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p> <p>Certification:</p> <p>I, the undersigned, certify that my qualifications, and my experience lead to my disqualification</p>	<p>Relevant Work Undertaken that Best Illustrates the experience as required for the Role</p> <p><i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i></p> <p>Name of assignment or project: __ Year: __ Location: __ Purchaser: __ Main project features: __ Positions held: __ Value of Project (approximate value or range value): Activities performed: __</p> <p>to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.</p>
--	---

____ Date: _____

(Signature of staff member or authorized representative of the staff)

Day/Month/Year

Full name of Authorized Representative: _____

Appendix II: Commercial Proposal Templates

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

Form 1: Covering Letter

Form 2: Commercial Bid Template

Form 1: Covering Letter

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>, <Fax Nos.>

<email id>

Subject: Submission of the Financial bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide legal services for <<*Title of services*>> in accordance with your Request for Proposal dated [*Date*] and our Proposal - Technical and Financial Proposals. Our attached Financial Proposal is as below:

- a) A sum of <<*Amount in words and figures*>> for monthly retainer fee ('R')
- b) A sum of <<*Amount in words and figures*>> for Success-fee ('S')

This amount is inclusive of OPEs, Miscellaneous expenses & Service taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<*Date*>>

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Appendix III: Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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