



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

Request for Proposal

**SELECTION OF TECHNOLOGY
CONSULTANT**

**for Providing
Technology Consultancy Services to support APHSL in
setting-up an Integrated Steel Plant at YSR Kadapa District,
A.P.**

Ref No:

03/DIR/APHSL/Engg./Consultancy/2020-21

Dated 17.07.2020

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.

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

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

SCHEDULE OF EVENTS & BID DETAILS

RFP Reference	03/DIR/APHSL/Engg./Consultancy/2020-21 Dated 17.07.2020
Brief Description of RFP	RFP for Selection of Technology Consultant to provide Technology consultancy services to support APHSL in setting up an Integrated Steel Plant at Kadapa, A.P.
Date of commencement of issue of RFP	18-Jul-2020 at 6:00 PM onwards.
Last date for receipt of RFP Queries/ reporting any error by e- mail	24-Jul-2020 are to be submitted as per the format in Appendix-4
Pre-Bid Meeting	No Pre-Bid Meeting. Clarification/ Responses shall be uploaded on www.aphighgradesteels.com
Place of submission of Bids	To be uploaded in official website of AP High-Grade Steels limited at www.aphighgradesteels.com
Last date and time for submission Of Bidding Document (Soft Copy in APHSL Website)	01-Aug-2020 @ 3:00 PM
Last date and time for submission Of Bidding Document (Hard Copy)	03-Aug-2020 @ 5:00 PM
Date and Time of opening of Techno-Commercial Bid	01-Aug-2020 @ 4:00 PM
Date and Time of opening of Price Bid	10-Aug-2020 @ 3:00 PM
Contact Numbers/ e-mail	Mr Balaram Bandi, Director-Projects, Email id : balaram.band@aphighgradesteels.com Mob No: +91 99490 06631
Application Money	Non-refundable Rs.10,000/- (Rupees Ten Thousand only) in the form of electronic transfer to APHSL Bank Account A/c No:119311100002175 IFSC Code: ANDB0001193 Bank Name: ANDHRA BANK Bank Details: TADIGADAPA BRANCH
Earnest Money Deposit (EMD)	INR 1,00,000/- (INR One Lakh only) in the form of BG in favor of Managing Director, AP High Grade Steels Limited, Vijayawada valid for 180 days. Scanned copy of EMD document should be uploaded on APHSL website. The original EMD should be submitted to the office of Director Projects, APHSL
Price Bid (For Selection of Bidder to provide Technology Consultancy for APHSL)	The Price bids of only those bidders who qualify in the Techno-Commercial Evaluation will be opened.

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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 3.4.2	The Interested Technical Consultancy Firms have to pay the non-refundable document Fee of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of electronic transfer to APHSL Bank Account. A/c No:119311100002175 IFSC Code: ANDB0001193 Bank Name: ANDHRA BANK Bank Details: TADIGADAPA BRANCH The transfer receipt to be enclosed along with the technical Bid envelope
Section 3.4.3	INR 1,00,000/- (INR One Lakh only) in the form of BG in favor of Managing Director, AP High Grade Steels Limited, Vijayawada valid for 180 days. Scanned copy of EMD document should be uploaded on APHSL website. The original EMD should be submitted to the office of Director Projects, APHSL
Section 3.15	Payment schedule is milestone based
-	The Nodal Agency/Department envisages any downstream work: No
Section 3.5.2	Proposals should be submitted in English
Section 3.9.3 (d)	Taxes: The bid price should be inclusive of all applicable taxes excluding GST as applicable
Section 3.7.2	Proposals must remain valid for 90 days after the submission due-date
Section 3.4.4	Proposals shall be submitted online on APHSL website http://aphighgradesteels.com/tenders.php <ul style="list-style-type: none"> • The bidders who are desirous of participating in the tender process shall submit their techno-commercial proposal and price bids separately with password protection as per the standard formats indicated in the document at the Appendices I to V. • The participating bidders are required to provide the passwords to Director - Projects, APHSL by mail pertaining to techno-commercial bid before 4.00PM on 01.08.2020 and price bid as and when informed by the APHSL for opening of the techno-commercial and price bids separately. • The bidders should sign, scan and upload the respective documents in Techno- commercial bid documentation as detailed at Appendix I of the RFP including EMD and Power of Attorney document. The bidders shall sign & affix stamp on all the statements, documents, certificates uploaded by them,

	<p>owning responsibility for their correctness/ authenticity.</p> <ul style="list-style-type: none"> •The price-bid should be quoted online only in the Form VIII at Appendix 2 •In case of discrepancy between the uploaded softcopy Techno- commercial Proposal and the hardcopy submitted the upload softcopy shall be given precedence and will form the basis of evaluation and final selection •Failure to furnish the documents, certificates, will be entitled for rejection of the bid. •APHSL shall not hold any responsibility on account of postal delay. •Similarly, if any of the certificates/documents etc., furnished by the Bidder are found to be false /fabricated/ bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid guarantee/EMD will be forfeited. •APHSL will not hold any risk and responsibility of regulating visibility of the scanned & uploaded documents. The documents that are uploaded online on APHSL portal will only be considered for bid Evaluation. •The proposal submission address for a hard copy submission is: <ul style="list-style-type: none"> Mr Balaram bandi Director – projects AP High Grade Steels Limited 9th Floor, APIIC Towers, Mangalagiri, Guntur Dist., A.P Email id : balaram.band@aphighgradesteels.com Mob No: +91 99490 06631 <p>In view of Covid-19 travel restrictions, the bidders may note that the bidders shall mandatorily submit their bids in the process as mentioned in 3.4.4. However, care needs to be taken that the documents are clearly visible and properly named. Also, efforts would be appreciated to submit the hard copy at the address mentioned.</p>
Section 3.6	Proposals must be submitted not later than the following date and time: 01-Aug-2020 @ 3:00 PM
Section 3.3	No Pre-Bid Meeting. All Queries shall be mailed before 24 th July 2020 and the responses shall be uploaded on www.aphighgradesteels.com

2 Background Information

2.1 Basic Information

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

2.2 Project Background

- a) The erstwhile state of Andhra Pradesh was reorganized into two successor states viz. Andhra Pradesh and Telangana in 2014 as per the Andhra Pradesh Reorganization Act 2014. The establishment of Integrated Steel Plant (ISP) in YSR Kadapa district of the successor state of Andhra Pradesh is one of the provisions pertaining to Infrastructure mentioned under the thirteenth schedule of the said Act to promote industrial growth in AP.
- b) Andhra Pradesh High Grade Steels Limited (APHSL), a Special Purpose Vehicle, was incorporated on November 21, 2019 as a wholly owned company of Government of AP with a mandate to establish an integrated steel plant at YSR Kadapa District. Subsequently, the Hon’ble Chief Minister of Andhra Pradesh laid the foundation stone for APHSL in December, 2019 at Sunnapuraalla Palle village of YSR Kadapa District.
- c) APHSL commits itself to the mandate given by the Government of AP to set-up a world-class steel plant in Kadapa District and intends to achieve the best standards in the industry by partnering with renowned steel makers/companies of the world to add value to the project.
- d) In this regard, APHSL initiated discussions with the prospective Joint Venture partners and released 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 Technology Consultant to support APHSL at various steps including, but not limited to, engaging a JV

partner, finalizing the technology, preparing a Detailed Project Report (DPR) based on the outcome of discussions with the JV partner which will be basis for preparing packages for tendering and execution of the project by , Project Management Consultant, technical inputs for all statutory clearances for the plant and any such relevant activity as mentioned in the 3.13 SCOPE OF WORK clause and the deliverables shall be submitted to APHSL.

2.3 Request for Proposal

- a) APHSL invites Proposals (the “Proposals”) for selection of technology consultancy firm (“Consultant”) for providing consultancy services and advisory, including but not limited to, participation of discussion with Prospective JV partners finalizing the technology, preparing a Detailed Project Report (DPR), technical inputs for all statutory clearances for the plant and any such relevant activity and advising APHSL on any technical or techno-commercial aspects till the term of the contract.
- b) APHSL would like to engage with one Consultant through a competitive bidding process.

2.4 Due diligence by bidders

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

3 Instructions to the Bidders

3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the technical support and the consultancy services required by APHSL.
- b) All information supplied by Bidders may be treated as 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. APHSL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of APHSL.

3.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out in this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

3.3 Pre-Bid Meeting & Clarifications

3.3.1 Bidders Queries

- a) APHSL shall hold No Pre-Bid Meeting. All Queries shall be mailed before 24.07.2020 and the responses shall be uploaded on www.aphighgradesteels.com.
- b) The Bidders will have to ensure that their queries should be addressed to
Mr Balaram bandi
Director – projects
Email id : balaram.bandib@aphighgradesteels.com
Mob No: +91 99490 06631
- c) The queries should necessarily be submitted in the format given in Appendix – IV.
- 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.

3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

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

3.4 Key Requirements of the Bid

3.4.1 Right to Terminate the Process

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

3.4.2 RFP Document Fees

The Interested bidders have to pay the non-refundable document Fee of Rs. 10000/- (Rupees Ten Thousand Only) in the form of electronic transfer to APHSL Bank Account.

A/c No:119311100002175

IFSC Code: ANDB0001193

Bank Name: ANDHRA BANK

Bank Details: TADIGADAPA BRANCH

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

3.4.3 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of INR 1,00,000 (INR One Lakh only) in the form of BG specified in Appendix V in favor of Managing Director, AP High Grade Steels Limited, Vijayawada valid for 180 days. Scanned copy of EMD document should be uploaded on APHSL website. The original EMD should be submitted to the office of Director Projects, APHSL.
- 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 III.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without interest.
- d) The bid / proposal submitted without EMD, as 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.
 - If any of the certificates/documents etc., furnished by the Bidder are found to be false /fabricated/ bogus.

3.4.4 Submission of Proposals

- a) Proposals shall be submitted online on APHSL website
<http://aphighgradesteels.com/tenders.php>
- b) The bidders who are desirous of participating in the tender process shall submit their techno-commercial proposal and price bids separately with password protection as per the standard formats indicated in the document at the Appendices I-V.
- c) The participating bidders are required to provide the passwords to APHSL pertaining to techno-commercial bid and price bid as and when informed by the APHSL for opening of the techno-commercial and price bids separately.
- d) The bidders should sign, scan and upload the respective documents in Techno-commercial bid documentation as detailed at Appendix I of the RFP including EMD and Power of Attorney document. The bidders shall sign & affix stamp on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity.
- e) The hard copies of the Techno-Commercial proposal are to be submitted as per the date mentioned in NIT.
- f) The price bid should be quoted online only in the Form VIII at Appendix II.
- g) In case of discrepancy between the uploaded softcopy Techno-commercial Proposal and the hardcopy submitted (if it is submitted in addition to soft copy submission), the uploaded softcopy shall be given precedence and will form the basis of evaluation and final selection
- h) Failure to furnish the documents, certificates, will be entitled for rejection of the bid.
- i) APHSL shall not hold any responsibility because of postal delay.
- j) Similarly, if any of the certificates/documents etc., furnished by the Bidder are found to be false /fabricated/ bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.
- k) APHSL will not hold any risk and responsibility of ensuring the visibility and legibility of the scanned & uploaded documents. The documents that are uploaded online on APHSL portal will only be considered for bid Evaluation.
- l) The Response to Pre-Qualification criteria, Techno commercial Proposal, receipts of Application Fee payment & EMD payment and all other required formats EXCLUDING THE PRICE-BID should be enclosed in “Techno-Commercial Bid submission” file. The Price bid shall be submitted in the “Price Bid Submission” file as per the procedure mentioned above. Both the Techno-commercial bid file and the price bid file are to be mandatorily password protected and the passwords shall be shared as and when APHSL requests the bidder during the bid opening.
- m) Please Note that Prices should not be indicated in any way in the Pre-Qualification and Techno-Commercial Proposal documents but should only be indicated in the Price Bid. If any indication of prices is given the bid will be summarily rejected.

- n) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
- o) All pages of the bid shall be initialed and stamped by the person or persons who is authorized to sign the bid.

3.5 Preparation and submission of Proposal

3.5.1 Proposal Preparation Costs

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

3.5.2 Language

- a) 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.

3.5.3 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 or any other means other than those mentioned in Section 3.4.4 shall not be considered. No correspondence will be entertained on this matter.

3.6 Deviations

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

3.7 Evaluation process

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

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

3.7.1 Tender Opening

- a) The Proposals submitted up to 01.08.2020, 3:00 PM will be opened at 01.08.2020, 4:00 PM by Mr. Balaram Bandi, Director - Projects 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.
- b) 'Proposal Opening' means opening of the respective password protected proposal files/documents sent by the bidders to the site portal.
- c) The participating bidders are required to provide the passwords to Director - Projects, APHSL by mail pertaining to techno-commercial bid before 4.00PM on 01.08.2020 and **price bid as and when informed by the APHSL** for opening of the techno-commercial and price bids separately.
- d) Bid should consists of details of authorized person who will be communicating the passwords and also for any communications.

3.7.2 Tender Validity

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

3.7.3 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals;
 - i. Are not submitted in formats as specified in the RFP document
 - ii. Received without the Letter of Authorization (Power of Attorney)
 - iii. Are found with suppression of details
 - iv. With incomplete information, subjective, conditional offers and partial offers submitted
 - v. Submitted without the documents requested in the checklist

- vi. Have non-compliance of any of the clauses stipulated in the RFP
 - vii. With lesser validity period
- b) All responsive Bids will be considered for further processing as below.
- i. APHSL will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender.
 - ii. 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.

3.8 Consortiums/ Sub-Contracting

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

3.9 Criteria for Evaluation

3.9.1 Pre-Qualification Criteria

S. No	Basic Requirement	Specific Requirements	Documents Required
1	Appropriate entity	The bidder should be a Consultancy firm registered in India	Copy of Certificate of Incorporation or other equivalent document. FORM I
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 under India Partnership Act 1932 or registered under LLP Act, 2008 Should have been operating for the preceding ten years as on 1.1.2020.	Copy of Certificate of Incorporation; and FORM I
4	Turnover	The bidder should not have annual turnover of less than Rs. 100 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 auditor FORM - V
5	Blacklisting	The bidder should not have been blacklisted by Government of India, PSUs any State Government in India or by any multilateral agency.	A self-certified letter – FORM - VII

3.9.2 Key Personnel

The Consultant's team (the "Consultancy Team") shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities to accomplish the tasks mentioned in the TOR:

Conditions of Eligibility for Key Personnel:

Each of the Key Personnel must fulfill the Conditions of Eligibility as specified below:

Sl. No	Area	Expertise	Min. No. of Persons	Marks
1	Team Leader	Graduate Engineer with at least 15 years' experience in detailed design, engineering & preparation of detailed project reports for an Integrated Steel Plant. <i>The team leader of the bidder's deputed for this assignment shall be on senior role of the Organization of the bidder such as a senior partner or equivalent (as on the date of bid submission) and shall possess at least 15 years of consultancy experience in Steel Industry.</i>	1	10 marks for ≥ 15 years. 5 marks for ≥ 10 and ≤ 15 years. 0 marks for < 10 years
2	Iron Making	Graduate Engineer experience in process technology, detailed engineering and associated in preparation of engineering reports, detailed feasibility reports, TEFRs in the Iron Making section including all the supporting units of the Iron Making section of an Integrated Steel Plant.	1	3 marks for ≥ 10 years. 1.5 marks for ≥ 5 and ≤ 10 years. 0 marks for < 5 years
3	Steel Making	Graduate Engineer experience in process technology, detailed engineering and associated in preparation of engineering reports, detailed feasibility reports, TEFRs in the Steel Making section including all the supporting units of the Steel Making section of an Integrated Steel Plant	1	3 marks for ≥ 10 years. 1.5 marks for ≥ 5 and ≤ 10 years. 0 marks for < 5 years
4	Rolling Mills	Graduate Engineer experience in process technology, detailed engineering and associated in preparation of engineering reports, detailed feasibility reports, TEFRs in the Rolling Mills (Both long and flat up to finished product) section including all the supporting units of the Rolling Mills section of an Integrated Steel Plant	1	3 marks for ≥ 10 years. 1.5 marks for ≥ 5 and ≤ 10 years. 0 marks for < 5 years

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5	Steel plant utilities	Graduate Engineer experience in process technology, detailed engineering and associated in preparation of engineering reports, detailed feasibility reports, TEFRs in the Utilities, energy sections including all the supporting units of an Integrated Steel Plant	1	3 marks for ≥ 10 years. 1.5 marks for ≥ 5 and ≤ 10 years. 0 marks for < 5 years
6	Electrical and Energy	Graduate Engineer experience in process technology, detailed engineering and associated in preparation of engineering reports, detailed feasibility reports, TEFRs in the electrical and energy sections including all the supporting units in an Integrated Steel Plant	1	3 marks for ≥ 10 years. 1.5 marks for ≥ 5 and ≤ 10 years. 0 marks for < 5 years

3.9.3 Technical Qualification Criteria

a) Bidders who meet the pre-qualifications/eligibility requirements under clause 3.9.1 would be considered as qualified to move to the next stage of techno-commercial and price bid evaluations.

b) **Technical Evaluation Criteria**

Sl. No.	Criteria	Max. Marks	Scoring Method	Documents Required
1.	Constitution of the Bidding Firm	10	Partnership/ LLP - 7 marks Private / Public Limited Company - 10 marks	FORM – I along with Registration Certificate, Partnership Deed, Certificate of Incorporation, Certificate of Commencement of Business in case of Public Limited Company
2	Total Steel Industry Specific consultancy experience in the past 10 years from 01-04-2020	15	<i>Overall consultancy Experience in the past 10 years specifically in Steel Industry</i> <i>Marking</i> <i><1 Zero Marks</i> <i>3 Marks for each assignment to the max of 15 marks (Scoring applicable only if 1 assignment and above)</i>	FORM - II along with Work Order from the client/ Work Certificate from the client/ <i>Invoices raised attested by self or completion certificate from client or auditor certificate certifying receipt of payment / Self-Affidavit from the Partner of the bidding Consultancy firm regarding what type of study/assignment it is and its impact to the client</i>

			<i>At least 40% of the valid no. of assignments should be primarily focussed on Indian market.</i>	
3.	Consultancy experience in preparation of DPR for establishing Integrated Steel Plant consisting of Iron making, Steel making and finished product of Minimum 2 MTPA capacity in the last 15years And /Or Consultancy experience in preparation of DPR for capacity expansion project of Minimum 2 MTPA additional capacity in Integrated Steel plant in the last 10years	20	<i>Consultancy Experience in similar projects in the past 15 years</i> <i>Marking</i> <i><1 Zero Marks</i> <i>4 Marks for each assignment to the max of 20 marks (Scoring applicable only if 1 assignment and above)</i> <i>At least 40% of the valid no. of assignments should be primarily focussed on Indian market</i>	FORM - III along with Work Order from the client/ Work Certificate from the client/ Invoices raised attested by self or completion certificate from client or auditor certificate certifying receipt of payment / Self-Affidavit from the Partner of the bidding Tech. consultancy regarding what type of study/assignment it is and its impact to the client
4	Team Capacity	25	<i>Team profile and weightage for the members of the profile as mentioned in 3.9.2</i>	FORM – IV along with Detailed Resume highlighting experience in steel sector
5	Presentation on best case experience in preparation of DPR with respect to the actual execution of the Project in terms of timelines, cost overruns, appropriateness of technology, successful commissioning and ramp-ups	30	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.	<i>Presentation Document in the form of PDF with a password to be submitted post the Presentation by the Bidder.</i>

- c) Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 70 marks from the technical evaluation criteria (T) would be considered technically qualified and shall be considered for Financial Evaluation.
- d) The Technical Proposal will be analyzed and evaluated on the basis of the documents submitted as proof against the criteria mentioned in 'Technical Evaluation Criteria'
- e) Relative Technical Score (Tn) for each bidder will be calculated as follows:

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

Where Tn = Relative score obtained by the Bidder

T = Technical score obtained by the bidder

T_{high} = Highest Technical score secured among the qualified bidders

3.9.4 Price-Bid Evaluation

- a) The Price-Bid shall be submitted in the format given as FORM VIII in Annexure - II
- b) The Price-Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- c) The commercial bid shall be submitted in the following manner:

Price Bid Quote – 'S' - (Exclusive of GST, but inclusive of all other taxes, if any)

- d) The bidder with lowest qualifying Commercial bid (L1) will be awarded 100% score (amongst the bidders which get qualified on the basis of point 3.9.3 above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =

$$\{(Commercial Bid of L1/Commercial Bid of the Bidder) X 100\} \% \text{ (Adjusted to two decimal places)}$$

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

3.9.5 Combined and Final Evaluation

- a) Under the Combined Quality cum Cost Based Selection (CQCCBS) method, the technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.

- b) The bidder securing the highest Composite Bid Score (Bn) will be adjudicated as the Successful Bidder for award of the Project. The overall score will be calculated (to two decimal points) as follows: -
- i. $B_n = 0.80 * T_n + 0.20 * F_n$
 - ii. Where
 - iii. Bn = overall score of bidder
 - iv. Tn = Technical score of the bidder (out of maximum of 100 marks)
 - v. Fn = 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.

3.10 Appointment of Consultant

3.10.1 Award Criteria

- a) APHSL will award the Contract to the successful bidder as determined in Point 3.9.5
- b) An official communication in the form of Letter of Award (LOA) will be sent to the selected Consultancy firm either through post or electronically.
- c) An acknowledgement for the same is necessary to indicate to APHSL from the Consultancy firm that they’ve accepted the LOA and are willing to form a legal agreement.
- d) The type of acknowledgement and any timelines regarding the same will be communicated in the LOA.

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

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

3.10.3 Notification of Award

- a) Prior to the expiration of the validity period, APHSL will notify the successful bidder in writing or by fax or email through a Letter of Award (LoA), that its proposal has been accepted. In case the 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.
- b) 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 within 30 Days.

3.10.4 Performance Guarantee

- a) 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 Price bid ('S').
- b) The Performance Guarantee shall be kept valid till completion of the project or for 12 months whichever is longer. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
- c) 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.
- d) 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.
- e) APHSL shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or APHSL incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

3.10.5 Signing of Contract

- a) Post submission of Performance Guarantee by the successful bidder, APHSL shall enter into a contract with the successful bidder, incorporating all clauses, pre-bid clarifications and other relevant details.
- b) APHSL reserves the right to terminate the services of the Consultant at any stage of the work for reasons of unsatisfactory performance during the term of the contract or for any reasons not attributable to APHSL.
- c) 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.
- d) APHSL will be the sole authority to determine whether the deliverables were achieved satisfactorily.

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

- a) 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 EMD of the most responsive bidder.

- b) APHSL under in its discretion could also annul the entire tendering process and would invoke fresh tenders as it sees fit.

3.10.7 Substitution of the Team Leader

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

3.11. 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 this RFP or the legal agreement with the successful bidder, 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 Letter of Award 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 overall Selection Process 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 maybe, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of APHSL in relation to any matter concerning the Project;
- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by APHSL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.12. Conflict of Interest

- a) An Applicant shall not have a conflict of interest that may affect the Selection Process, or the services provided by the Bidder to APHSL (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, APHSL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to APHSL for, *inter alia*, the time, cost and effort of APHSL including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to APHSL hereunder or otherwise.
- b) APHSL requires that the bidder provides professional, objective, and impartial advice and at all times hold APHSL’s interests’ paramount, avoid conflicts with other assignments or

its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of APHSL.

- c) Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. the Bidder, or any associates of the bidder are advising any of the applicants or members of the applicant consortia (or their related associate firms) on the present proposals
 - v. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing services to APHSL for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - vi. A firm hired to provide consultancy services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d) A 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 consultancy or 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 consultants or advisers to any of the other 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.

3.13. Scope of work

It is to be noted that the guidelines given in the following clauses and the respective “Note” items should be taken as mandatory and binding by the Bidders.

3.13.1 General Scope of the Technology Consultancy firm

- a) While the list of activities that the selected Bidder would be involved in and the necessary deliverables are stated at clause 3.13.2, the selected Consultant should also help/assist and provide services or advisory in matters including but not limited to evaluation of various steel making technologies, processes, procurement process and other techno-commercial aspects of the project and the governing rules/regulations during the term of engagement.
- b) The Consultant should host regular meetings involving the representative of APHSL and the designated team of the consultant to update on status of the deliverables, any change in scope as the APHSL might deem fit and other follow ups.
- c) While the necessary information that might be required for the consultant shall be provided by APHSL from time to time, it is the responsibility of the designated team of the consultant to follow-up on obtaining the necessary information and initiate necessary correspondence and ensure that delay in delivery does not happen.
- d) If APHSL amends the scope of the engagement and communicates any deadlines, requirements or other related guidelines, it is the responsibility of the consultancy to deploy additional resources or any other means necessary to accommodate these amendments.
- e) Over the Term of the engagement the consultancy firm would be required to work with other consultants, advisory, legal firms or other stake holders, governmental or private organizations as necessary.

3.13.2 List of activities

A. Provide services to assist the discussion with prospective JV partners

Note – APHSL is currently in discussion with various steel makers in order to forge a JV partnership. APHSL has issued an invitation for EOI (Ref No: 10/APHSL/EOI/2020) for the same on 08/07/2020

1. Evaluation of the technical aspects of the proposals received in the EOIs from prospective JV partners
 - i. Attend meeting with APHSL in discussions with the prospective JV partners and provide advisory on the technical aspects
 - ii. Documentation of the discussions that happens in the meeting and assisting APHSL in correspondence of the same

- iii. Advise APHSL on evaluating the content of discussion, including but not limited to, the technology choice, capacity and product mix, raw material procurement strategy and quality, auxiliary units required for plant functioning, and possible synergies with the prospective JV partners
 - iv. Advise the APHSL team on possible negotiations and talking points over the course of these discussions in the best interest of APHSL
 - v. Interaction with the specific teams of the prospective partners to work on the details of the technical aspects of the plant/facility
2. Selection of the most suitable model in the interests of APHSL.
- i. Additional recommendations based on evaluation of various models and development of the most feasible and economically viable model
 - ii. Evaluation criteria for selecting the most suitable model for JV partnership will be jointly decided by APHSL and the Consultant after due-diligence.

Note – In the above clauses “model” means the type of plant (capacity, processes, product mix, raw material sourcing, sales and marketing channels, structure of the JV Partnership, financial details of JV etc. and all relevant details) envisaged by the prospective partners and that are sent to APHSL as an EOI in response to its invitation for EOI (Ref No: 10/APHSL/EOI/2020).

Level of interaction with the representative of a prospective JV partner or any dedicated team of the same or with designated team of APHSL and the level of data sharing and other guidelines as provided by APHSL should be followed by the consultant. Further, any addition/changes to any item of the discussions can only happen by the communication between a representative of APHSL and the prospective JV partners and not directly through the consultant.

Selection of JV partner and administration of the selection process

3. The Consultant shall provide all the necessary support with respect to the technology, any such support required by APHSL during the preparation of RFP document inviting bids from prospective JV partners. The support includes but not limited to drafting, vetting of documents, consultations with various stakeholders including other consultants and any such activity to ensure a successful Bid Documentation preparation. The bid documentation includes and is not limited to the drafting/vetting of the technology-aspects of the following documents:
- i. General Conditions of Contract
 - ii. Standard Contractual Clauses
 - iii. Conditions of the agreement specific to the JV partnership model
 - iv. Technical evaluation criteria
 - v. Financial Evaluation criteria
 - vi. Structure of the JV partnership
 - vii. Payment structure etc.

4. The Consultant shall provide all the necessary support in evaluating and documentation of the techno-commercial feasibility of the aspects including but not limited to the plant capacity, technology route, plant configuration, phasing plan of the plant establishment, implications of regulatory environments, cost implications, evaluating alternative proposals and any other aspect that may arise during the evaluation of the Bid responses.
5. The Consultant shall provide all the necessary support with respect to technical aspects during issue of Letter of Acceptance (LoA) to the successful bidder and further during the documentation of the Contract between APHSL & the successful bidder in the RFP for JV Partner engagement. The Consultant shall provide full support in all stages of the process for engaging the JV partner, starting from evaluation of responses to the EoI responses till completion of signing of the Contract between APHSL and the JV Partner including the signing of the MoU or any other definitive agreement/document for partnership.
6. The Consultant shall provide assistance to APHSL in documentation, communication and any other miscellaneous functions to enable the successful selection of a JV partner and entering into a contract with the JV Partner.

B. Preparation of Detailed Project Report (DPR)

Note – After an agreement is reached between APHSL and the selected JV partner, aspects related to the Plant including but not limited to capacity, product mix, steel making process, raw material linkages, finished products marketing strategy, regulatory environment etc would be decided as part of the discussions and those details will serve as the guideline to prepare a DPR.

1. The Consultant may be required to prepare the DPR in a two-step process as per the requirement of APHSL.
2. In the first step, the Consultant may be required to submit a “Concept Document” with all the relevant details required for obtaining various approvals from the Board/Government of AP before commencing the procurement activity. To expedite the process of grounding the project, this Concept Document shall be made such that the document is suitable for obtaining any such permissions/approvals. Further steps in DPR shall be undertaken only after receiving the approvals for the Concept Document by appropriate authorities or when APHSL directs the Consultant to do so.
3. In the Second Step of DPR Preparation, the Consultant shall prepare the DPR with the complete details covering all the aspects required for implementation of the project. The document shall withstand any level of scrutiny which might be undertaken to ascertain the quality of the DPR with respect to the level of detailing of various aspects, level of engineering definition, suitability for initiating procurement process, level of contingency and the accuracy range in various quantitative parameters including the cost estimates. To summarize, the DPR shall form a ready-to-adopt document for undertaking the procurement process. The DPR document should be based on finalized technology, route

etc., with JV partner and also should be complete in all respects for next phase of expansion and should contain information about future expansion plans.

4. The document shall cover all the aspects of the Steel Plant required to give a wholesome understanding of the project to all the stakeholders.
5. The Consultant shall note that the preparation of DPR in Step 2 shall be coordinated with the implementation plan proposed by the Project Management Consultant (PMC) and approved by APHSL. The Consultant shall deliver required documentation for expediting procurement process by prioritizing and sequencing the Chapters of the DPR in consultation with the PMC. The Consultant shall extend his unconditional support in ensuring the seamless and most efficient procurement process by duly cooperating with PMC and APHSL throughout the preparation and approval process of the DPR.
6. The Consultant shall extend complete cooperation for any DPR vetting process/activity to be done by the PMC or any agency as mandated by APHSL.
7. The Consultant shall extend complete support with respect to techno-commercial aspects during the preparation of the tender documents for engineering/non-engineering works that may arise during the project implementation.
8. The following is a brief list of major parameters or areas of focus that the DPR should discuss about and APHSL has the right to ask the Consultant to include any other additional areas of focus for analysis later or which may define the Steel Plant in a wholesome way. The Consultant is encouraged to include other areas of focus as he sees fit.
 - i. Process outline and overall capacities of major facilities
 - ii. Details of required facilities (Raw Material Handling, Iron & Steel Making, Mills & Auxiliary facilities/shops)
 - iii. Description of available technologies & rationale for selection of technology for the facility
 - iv. Detailed process description
 - v. Input and output parameters
 - vi. Major facility related data:
 1. Raw material requirement – volume and quantity
 2. Production output – key process output and all by-products and effluents
 3. Scope for by-product utilization
 4. Expected working/maintenance days
 5. Running/stand-by units
 6. Energy/Power, water, gases and other utility requirement
 7. Expected Cap-Ex
 8. Operating Costs & other economic parameters
 - a. Cost of operations
 - b. Conversion costs
 - c. Realizations

- vii. Overall Gas and Energy Balance
- viii. Major infrastructure and utilities requirement for the plant
 - 1. The following key utilities must be analyzed
 - a. Compressed Air
 - b. All types of water (DM water, drinking water, raw water etc.)
 - c. Power
 - d. Gas Plants
 - e. Lubrication systems
 - 2. The analysis should provide information on the following parameters:
 - a. Choice of supply (centralized/shop-wise etc.) and rational for the same
 - b. Processes required to obtain the necessary utility
 - c. Plant-wide usage
 - d. Operating parameters like pressure, volume, temperature etc.
 - e. Expected installations and related capex
 - f. Reclamation units (for lubrication units)
- ix. Detailed Engineering Drawings/Layout for all the facilities and major equipment
- x. Waste & Pollution
 - 1. Major effluent discharge – Type, volume for plant overall and major facilities
 - 2. Environmental Impact assessment
 - 3. Scope of waste utilization for various pollutants, including but not limited to:
 - a. BF Slag
 - b. Converter shop slag
 - c. Coke dust
 - d. Overall scrap and other solid waste from plant
 - e. Liquid waste – including chemicals and used water
- xi. Waste handling systems to be employed and necessary facilities for the same
- xii. Feasibility study for zero-discharge system (related capex, benefits and other considerations)

Note – Recommendation of technology and processes should be such that all pollutants and discharges satisfy government norms and other relevant international standards/guidelines

- xiii. Shop-wise and overall plant organizational structure, including but not limited to:
 - 1. Manning – Operational & Maintenance crew and other outsourcing requirement per shop
 - 2. Management hierarchy from the shop-floor wise to the top-management of APHSL
 - 3. Organizational structure of departments outside works (like marketing, finance, HR etc.) have to be included

C. End-to-end support for obtaining required Statutory Clearances

1. The consultant shall extend end-to-end support in obtaining all statutory clearances required for establishing the Steel Plant at YSR Kadapa.
2. Any such clearances’ process where the technical inputs are required by an expert, the Consultant shall provide the same without fail.

3.14. Means of Execution

- a) The Consultant’s team for the engagement with APHSL shall consist of a Team Lead having the experience and qualifications specified herein (the “Team Lead”) supporting staff, as may be necessary. The Team Lead identified, and the details will be provided in the requisite forms in the APPENDIX section.
- b) The Consultant is required to provide dedicated Team Lead who is designated to matters regarding APHSL who would be the signatory from the Consultant side in all correspondence and legal documentation. For all activities or services required for APHSL, the required support in manpower would be provided by the Consulting firm.
- c) Team Lead– He/ She will lead, co-ordinate and supervise the Consultant’s team for execution of deliverables in a timely manner as envisaged in this RFP. He/ She shall not delegate the responsibilities except with the prior written approval of APHSL. He/ She will remain the signatory for all key documentation done by the Consultant for APHSL. It is expected that this Team Lead is a senior level professional (a Sr. partner level or equivalent) in the Consultancy firm.
- 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 Consultant is to provide for the requisite resources and manpower to provide the necessary services for APHSL, the above stated Team Lead would act as the point of contact in discussing the status and any major changes in the scope of the RFP
- f) It should be noted that the availability of key personnel would not be limited to the details mentioned above.

3.15. Payment Schedule

- a) The payment of the fee shall be paid as per the structure mentioned below:

S. No.	Milestone for payment	Billable Fee (as % of Contract Value)
1	Approval of the JV partnership model including Techno-Commercial aspects of the model	10%
2	Publishing the RFP for engaging a JV partner	10%

3	Issue of LoA to the successful bidder in RFP for engaging a JV Partner	5%
4	Successful signing and execution of MoU/In-Principle agreement with the JV partner	5%
5	Successful signing of the JV Partnership contract between APHSL and the JV partner	10%
6	Submission of Concept Document for the DPR	10%
7	Approval of the Concept Document by the Government	10%
8	Submission of a comprehensive DPR	25%
9	Review and approval of the DPR	15%

- b) The payment shall be made as per the payment schedule mentioned above and only for the Milestones that have materialized. APHSL will decide whether a particular milestone is achieved satisfactorily.
- c) 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.
- d) Any change in milestone will be expressly informed by APHSL to the Consultant and the payment agreed will only be based on the satisfactory achievement of the new milestone.

Payment Terms & Conditions

- a) The bid price is inclusive of all applicable taxes excluding GST and including all 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) The payment of fee for milestone deliverables will be made as per the payment schedule in section 3.15
- c) Out of pocket expenses for travel and stay outside base location of consultant may be reimbursed by APHSL. Such travel and stay shall have a prior approval of APHSL. Reimbursement will be done as per the AP Govt. rules in vogue.
- d) The payment would be done within 45 working days from the date of achievement of each milestone. The date of achievement of the milestone and method of payment will be decided by APHSL. Further any extension in the time period to payment would be notified to the Consultant.

3.16 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. A Single Point of Contact from APHSL side

3.17 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.

3.18 Indemnity

- a. The Tech. 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.

3.19 Termination

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

3.20 Intellectual Property Rights

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

3.21 Liquidated Damages

- a) If the Respondent fails to deliver any or all of the Deliverables, Products and/or perform the

Services within the time period(s) specified in the Contract, the Respondent shall pay to the APHSL liquidated damages being one percent of the contract price for each week or part thereof of the delay, until actual delivery or performance, for non-performance and/ or delayed performance to a maximum of 5% of the total contract price.

- b) This shall be without prejudice to the other right and remedies of the APHSL including claiming actual damages from the Vendor. APHSL shall also be within its right to deduct the said amounts from the Contract Price.

Appendix I: Pre-Qualification & Techno-Commercial Bid Templates

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

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

FORM - I TECHNOLOGY CONSULTANT FIRM CONSTITUTION & KEY PERSONNEL

FORM – II STEEL INDUSTRY SPECIFIC CONSULTANCY EXPERIENCE

FORM – III EXPERIENCE IN DPR/PROJECT FEASIBILITY STUDIES

FORM – IV PERSONNEL HANDLING THE ASSIGNMENT FOR APHSL

FORM – V FINANCIAL CAPACITY OF THE BIDDER

FORM – VI PARTICULARS FOR SELECTION OF TECHNOLOGY CONSULTANT – TECHNICAL BID

FORM – VII UNDERTAKING BY THE BIDDER

FORM - I Technology Consultant firm Constitution & Key Personnel

All the necessary attachments to prove the details given in the form needs to be attached herewith

Constitution of the Technology Consultant firm

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

Key Personnel of Bidder

Name of Bidder:

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

FORM – II Steel Industry Specific Consultancy Experience

Name of the Bidder:

Note - Please fill the form in reverse chronological order of “Year of commissioning of study” column. Please mark all the additional sheets used to fill up this annexure.

Title/Purpose of engagement could list the type of assignment namely cost reduction, capacity expansion, revenue growth, diversification etc. and a brief write-up of the same. The form should be attached with a signed affidavit as mentioned in the TECHNICAL EVALUATION CRITERIA guidelines.

Sl. No.	Name of the Client	Title/Purpose of engagement	Year of commissioning of study	Copy of order completion by the client

FORM – III Experience in DPR/Project Feasibility Studies

Name of Bidder:

Note - Please fill the form in reverse chronological order of “Year of commissioning of study” column. Please mark all the additional sheets used to fill up this annexure. Further a signed affidavit explaining the details of each project should be attached as per guideline in the TECHNICAL EVALUATION CRITERIA.

Title/Purpose of Study can be elaborated to convey the purpose of the study, industry, project details like capacity process etc.

Sectors mentioned in the TECHNICAL EVALUATION CRITERIA guidelines can only be added.

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

FORM – IV Personnel to be designated for assignment with APHSL

Name of Bidder:

Name of Key Personnel designated for the engagement with APHSL	Designation of Key Personnel	Address	Phone	E-mail

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

FORM – V Financial Capacity of the Bidder

Name of Bidder:

This annexure should be attached with the audited statements of the past three year's income statement of the Consultancy firm

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

Certificate from the Auditor/ Chartered Accountant

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

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

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm

FORM – VI Particulars for Selection of Technology Consultant – Technical Bid

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

Dear Sir/ Madam,

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

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

Accordingly, we enclose an Account Payee Demand Draft/ Pay order of Rs.1,00,000/- (Rupees One Lakh only) towards Earnest Money Deposit (EMD), in favor Managing Director, AP High Grade Steels Limited, Vijayawada valid for 180 days.

Our brief profile is as under:

Sl. No.	Particulars	Annexure No. & Attachment Name
1	Name and contact details of Bidder	
2	Legal status of agencies (Proof to be attached)	
3	Year of establishment/Incorporation	
4	Name of Managing Director, Directors, top management/ key personnel along with designation.	
5	The contact details of personnel proposed for handling the project (separate sheet may be enclosed with Bio-data and other details).	
6	List of clients presently serving/ served. (A comprehensive list of clients, including those of Govt/PSU/BFSI segment/MNC/others)	
7	PAN of the Bidder (Attach Copy)	
8	GST no. (Attach Copy)	
9	TAN No. (Attach Copy)	
10	Banker's Cheque/ DD details	No- Date- Amt-
11	Proposed Team (Name and designation of the team members)	
12	Any other information that the Bidder would like to submit	If needed

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

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

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

(Signature of the Authorized person)

Full name of the Authorized person:

Designation:

Seal of the firm and date

FORM – VII Undertaking by the Bidder
(To be submitted on the bidder’s letterhead)

Date:

We _____ (bidder name), hereby undertake that-

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

Dated this day of.....2020

Place:

(Signature)

(In the capacity of)

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

Appendix II: Price –Bid Templates

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

Form VIII: Price Bid Template

FORM VIII - Particulars for Selection of Technology Consultant – Price Bid

(To be submitted by Bidder on their letter-heads)

Dear Sir/ Madam,

We hereby submit our Price Bid for Selection of Technology Consultant by APHSL of India as per proposal reference no. ##### dated XX/XX/XXXX.. We unconditionally agree by the Terms & Conditions specified therein.

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

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

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

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

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

Designation:

Seal of the firm and date

Appendix III: Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

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

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

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

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

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

we hereby waive notice of any such change, addition or modification.

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

Notwithstanding anything contained herein:

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

Appendix- IV Format for submitting bidder’s Queries

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

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

Appendix V : EMD Bank Guarantee

FORM OF BID SECURITY

(Demand Guarantee)

Beneficiary : _____
Invitation for Bids No : _____
Date : _____
BID GUARANTEE No. : _____
Guarantor : _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the NIT no.").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Terms of Reference ("TOR") OR Conditions of the Contract of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the EMD issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) thirty days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]