

## 1. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1. Registration for Selection process

1.1.1 An Applicant shall be eligible to submit its Proposal, only after it has successfully completed the registration for the Selection process (“**Project Registration**”) by:

- (a) submitting to YSRSCCL, a duly filled and completed registration form in the format set out in Appendix-1 (“**Registration Form**”);
- (b) making payment to YSRSCCL, of the non-refundable Proposal Processing Fee through:
  - (i) a demand draft drawn on any nationalized/Scheduled Bank in India in favour of ‘AP HIGH GRADE STEELS LIMITED’<sup>1</sup> and payable in Vijayawada, Andhra Pradesh, India (“**Demand Draft**”). The Demand Draft should have a validity of at least 75 (seventy five) days from the date of receipt of such Demand Draft by YSRSCCL; or
  - (ii) by online transfer through real time gross settlement (RTGS) or national electronic funds transfer (NEFT) to the account set out below (“**Online Transfer**”):

Name of beneficiary	AP HIGH GRADE STEELS LIMITED <sup>2</sup>
Name of bank	HDFC Bank
Branch	One Town, Vijayawada
Account number	50200049040902
IFSC	HDFC0000568

1.1.2 An Applicant who has successfully completed the Project Registration may, in its sole discretion, form a Consortium (in accordance with the terms and conditions contained in the RFP) for the purpose of submission of A Proposal under and in accordance with the RFP, any time after successful completion of the Project Registration, but in any case prior to submission of its Proposal. For the avoidance of any doubt, in case of a Consortium, any 1 (one) Member shall be required to have successfully completed the Project Registration in order for the Consortium to be permitted to submit its Proposal in accordance with the RFP.

1.1.3 For participating in the Selection process for the Project, the Applicants shall submit the following through speed post/registered post/courier/hand delivery or e-mail:

<sup>1</sup> **Note:** The name change is in process and yet to be updated in banking records. Therefore, for the purposes of Demand Draft, please use the former name.

<sup>2</sup> **Note:** The name change is in process and yet to be updated in banking records. Therefore, for the purposes of RTGS/NEFT, please use the former name.

- (a) Registration Form duly filled by the concerned Applicant; and
- (b) the original Demand Draft (in case the Applicant wants to make payment of Proposal Processing Fee through a Demand Draft) or otherwise proof of payment through Online Transfer,

to the Person set out below:

Sagili Shan Mohan, IAS  
Managing Director  
YSR Steel Corporation Limited  
10<sup>th</sup> Floor, APIIC Towers  
Plot No-1, IT Park  
Mangalagiri, Guntur District  
Andhra Pradesh – 522503  
India  
Mobile: +91 9513387589  
Email: [shanmohan.sagili@aphighgradeesteels.com](mailto:shanmohan.sagili@aphighgradeesteels.com) and  
[srikanth.suda@aphighgradeesteels.com](mailto:srikanth.suda@aphighgradeesteels.com)

It is clarified to the Applicants that YSR SCL shall not be responsible, *inter alia*, for any postal/courier related delays in relation to submission of the Registration Form, and Demand Draft (if applicable) required to be submitted by the Applicants.

1.1.4 Upon successful completion of the Project Registration by An Applicant, YSR SCL shall issue a registration certificate (“**Registration Certificate**”) to the Applicant. The Applicant shall retain the Registration Certificate and shall be required to submit a copy such Registration Certificate along with its Proposal. For the avoidance of any doubt, in the event that An Applicant is a Consortium, submission of a copy of the Registration Certificate issued in the name of any 1 (one) of its Members shall be sufficient to be submitted along with the Proposal of such Consortium.

## 2.2. General terms of Application process

2.2.1. No Applicant (whether a sole entity or a Consortium) shall submit more than one Proposal for the Project. An Applicant applying individually or as a Member of a Consortium shall not be entitled to submit another Proposal either individually or as a Member of any Consortium, as the case may be.

2.2.2. The details pertaining to the land and infrastructure to be provided by YSR SCL for the Project, would be provided by YSR SCL only as a preliminary reference by way of assistance to the Applicants who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Proposals. Nothing contained in the aforesaid studies shall be binding on YSR SCL nor confer any right on the Applicants, and YSR SCL shall have no liability whatsoever in relation to or arising out of any or all contents of the aforesaid studies.

2.2.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms which would be specified in the JVA shall have an overriding effect over the terms of the RFP in case of a conflict between the two; provided, however, that any conditions

or obligations imposed on the Applicant hereunder shall continue to have effect in addition to its obligations under the JVA.

- 2.2.4. The Proposal should be furnished in the format at Appendix-3 and Appendix-5 in accordance with the RFP, and along with all enclosures and supporting documents (as may be required), duly signed by the Applicant's authorised signatory. In the event of any difference between figures and words, the amounts indicated in words shall be taken into account.
- 2.2.5. The Applicant shall deposit A Proposal Security of INR 15,00,00,000 (Indian Rupees Fifteen Crores in accordance with the provisions of this RFP. The Applicant shall provide the Proposal Security in the form of a Bank Guarantee acceptable to YSRSCCL, as per format at Annexure G of Appendix-3.
- 2.2.6. The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between YSRSCCL and the Applicant. The Proposal shall be summarily rejected if it is not accompanied by the Proposal Security. The Proposal Security shall be refundable no later than 60 (sixty) days from the Proposal Due Date except in the case of the Selected Applicant whose Proposal Security shall be retained till it has provided a Performance Security.
- 2.2.7. The Applicant should submit as part of its Eligibility Proposal a power of attorney as per the format at Annexure E of Appendix-3 or a certified true copy of the resolution of its board of directors in the format set forth in Annexure F of Appendix-3, authorising the signatory of the Proposal to commit the Applicant ("**Authorized Signatory**"). In case the Applicant is a Consortium, the Member other than the Lead Member shall furnish a power of attorney in favour of the Lead Member in the format at Annexure D of Appendix-3.
- 2.2.8. Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.2.9. The Proposal (along with all supporting documents) and all communications in relation to the Proposal shall be in the English language.
- 2.2.10. The documents including this RFP and all attached documents, provided by YSRSCCL are and shall remain or become the property of YSRSCCL and are transmitted to the Applicants solely for the purpose of preparation and the submission of A Proposal in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Proposal. The provisions of this Clause 2.2.10 shall also apply mutatis mutandis to Proposals and all other documents submitted by the Applicants, and YSRSCCL will not return to the Applicants any Proposal, document or any information provided along therewith.
- 2.2.11. An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Selection process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, YSRSCCL shall be entitled to forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and

incurred by YSRSCCL and not by way of penalty for, *inter alia*, the time, cost and effort of YSRSCCL, including consideration of such Applicant's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to YSRSCCL under the RFP or otherwise. Without limiting the generality of the above, An Applicant shall be deemed to have a Conflict of Interest affecting the Selection process, if:

- (a) the Applicant, its Member or its Associate and any other Applicant, its Member or its Associate have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of An Applicant, its Member or its Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, its Member or Associate, as the case may be) in the other Applicant, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.11, indirect shareholding held through one or more intermediate Persons shall be computed as follows: (aa) where any intermediary is controlled by a Person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling Person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a Person does not exercise Control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such Person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such Person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- (c) such Applicant has the same Authorized Signatory for purposes of this Proposal as any other Applicant; or
- (d) such Applicant has the same legal, technical, or financial consultant as another Applicant for the purposes of submission of Proposal;
- (e) such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other;
- (f) such Applicant or any Associate thereof has participated as a consultant to YSRSCCL in the preparation of any documents, design or technical specifications of the Project; or

- (g) such Applicant has appointed any of the Transaction Advisors as an adviser/consultant for the purposes of submission of its Proposal.

*Explanation:*

In case An Applicant is a Consortium, then the term Applicant as used in this Clause 2.1.11, shall include each Member of such Consortium.

2.2.12. This RFP is not transferable. The RFP and all attached documents, are and will remain the property of YSRSCCL, and are transmitted to the Applicants solely for the purpose of preparation and submission of their respective Proposals for the Project, in accordance with the terms, hereof. The provisions of this Clause 2.2.12 shall apply, *mutatis mutandis*, to Proposals and all other documents submitted by the Applicants, and YSRSCCL shall not be liable to return any Proposal or any document or information provided by the Applicants.

- (a) Any award of the Project pursuant to this RFP shall be subject to the terms of RFP, the JVA and any other definitive documents (as specified in the JVA). An Applicant shall be prohibited from participating in the Selection process if:
- (i) as a matter of law or official regulation, the Government of India prohibits commercial relations with the country of the Applicant;
  - (ii) the Applicant is required to procure an approval/clearance/registration from the Government of India or any Government Instrumentality under the framework of the Foreign Exchange Management Act, 1999, the General Financial Rules, 2017 (issued by the Ministry of Finance, Government of India) or otherwise from a security perspective;
  - (iii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of India prohibits any import of goods or contracting of works or services from the Applicant's country or any payments to Persons or entities of that country; or
  - (iv) it engages in any "corrupt practices", "coercive practices", "fraudulent practices", "undesirable practices" or "restrictive practices", in connection with the Selection process, as envisaged under Clause 4 of this RFP.

2.2.13. Any entity which has been barred by a Government Instrumentality from participating in any project, and the bar subsists as on the Proposal Due Date, would not be eligible to submit A Proposal (either individually or as a Member).

2.2.14. To be considered as technically qualified for submitting A Proposal (in accordance with the RFP) for the Project, An Applicant must fulfil the Technical Capacity and the Financial Capacity set out in Appendix-2 (collectively the "**Minimum Eligibility Criteria**"). For the purposes of satisfying the Minimum Eligibility Criteria under the RFP, An Applicant (or a Member of a Consortium) may rely on the Technical Capacity and/or Financial Capacity of its Associates, and in such an event the Applicant (or the concerned Member of a Consortium) shall submit a certificate issued by its statutory

auditor in the format prescribed in Annexure C of Appendix-3, evidencing that such entity is an Associate of the Applicant (or the Member).

2.2.15. In the event that An Applicant is a Consortium, it shall additionally comply with the following requirements:

- (a) The number of Members shall not exceed 2 (two);
- (b) The Proposal should contain the relevant information required for each Member;
- (c) Members shall nominate 1 (one) Member as the lead member (the “**Lead Member**”), in whose favour the Member other than the Lead Member shall issue a power of attorney in the format set out under Annexure D of Appendix-3;
- (d) The Proposal should include a brief description of the roles and responsibilities of the Members, particularly with respect to financial, technical, and operation and maintenance, and marketing and sales obligations, in connection with the Project;
- (e) No change in the composition of the Consortium shall be allowed subsequent to the submission of the Proposal during the Selection process;
- (f) A Member of a Consortium shall not be entitled to submit another Proposal either individually or as a Member of any Consortium, as the case may be.
- (g) In the event that a Consortium is declared as the Selected Applicant, and enters into the JVA in accordance with the RFP, during the term of the JVA, the shareholding related commitments of the JV Partner (as set out in the RFP) shall be fulfilled by the Members in the following *inter-se* proportion:
  - (i) Lead Member: at least 51% (fifty one percent); and
  - (ii) Member other than the Lead Member (i.e. the second Member of the Consortium): at least 26% (twenty six percent).
- (h) Notwithstanding anything to the contrary contained herein, in the event that a Consortium is declared as the Selected Applicant, the Members shall be jointly and severally liable for all the obligations of the JV Partner.

2.2.16. The following conditions shall be adhered to while submitting A Proposal:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by An Applicant must apply to the Applicant or its Associate named in the Proposal and not, unless specifically requested, to other associated companies or firms;

- (c) in responding to the qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3 of this RFP;

2.2.17. While qualification is open to Persons from any country, the following provisions shall apply:

- (a) Where, on the Proposal Due Date, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in An Applicant is held by Persons resident outside India or where An Applicant is controlled by Persons resident outside India; or
- (b) if at any subsequent stage after the Proposal Due Date, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or Control, by Persons resident outside India, in or of the Applicant;

then the qualification of such Applicant or in the event described in sub clause (b) above, the continued qualification of the Applicant shall be subject to approval of YSRSCCL from national security and public interest perspective. The decision of YSRSCCL in this behalf shall be final and conclusive, and binding on the Applicant.

The holding or acquisition of equity or Control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or Control, by Persons acting for themselves or in concert and in determining such holding or acquisition, YSRSCCL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform YSRSCCL of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Selection process.

### 2.3. **Change in Ownership**

2.3.1. By submitting the Proposal, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in Control of a Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of satisfying the Minimum Eligibility Criteria under and in accordance with the RFP where such change occurs prior to the issuance of the LOA (or otherwise while such Proposals continue to remain valid), the Applicant shall be deemed to have knowledge of the same and shall be required to inform YSRSCCL forthwith along with all relevant particulars about the same and YSRSCCL may, in its sole discretion, disqualify the Applicant.

2.3.2. With respect to the Selected Applicant/JV Partner, in the event that a Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes satisfying the Minimum Eligibility Criteria under and in accordance with the RFP, ceases to be a Member or an Associate at any time prior to

the expiry of two (2) years from the COD, the concerned Applicant shall inform YSRSCCL forthwith along with all relevant particulars, and YSRSCCL may, in its sole discretion, disqualify the Applicant from the Selection process or withdraw the LOA issued in favour of such Applicant and terminate the JVA entered into with such Applicant, as the case may be, and YSRSCCL shall be entitled to appropriate the Proposal Security or Performance Security provided by the Selected Applicant/JV Partner (as the case may be).

#### **2.4. Cost of Application process**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection process. YSRSCCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection process.

#### **2.5. Site visit and verification of information**

2.5.1. Applicants are encouraged to submit their respective Proposals after visiting the Site and ascertaining for themselves the Site conditions, demand, location, surroundings, climate, availability of power, water and other utilities for construction, access to Site, handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them.

2.5.2. Applicants are encouraged to undertake independent verification of the Site at their own cost and expense, and satisfy themselves of the suitability and adequacy of the Site for setting up the Project and any risk involved in constructing and operating the Project, and while preparing their Proposals, they should take into account the findings of such verification of the Site.

2.5.3. It will be assumed that Applicants will have accounted for all relevant factors, including technical data, market studies, location of the Project, conditions of the Site and its surrounding areas (including the site accessibility and the availability of power, water, labour and raw material, means of transportation, soil, sub-surface and climatic conditions) etc. while submitting their Proposals. Applicants will be deemed to have full knowledge of the Project, including the scope of work to be performed during the term of the JVA, irrespective of whether or not they have, (a) visited and inspected the Site, or (b) carried out any independent verifications and/or studies.

2.5.4. It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from YSRSCCL;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP, and any other document/information relating to any of the matters referred to in Clause 2.5.1 furnished by or on behalf of YSRSCCL;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Proposal, execution of the Project in accordance with the RFP and



performance of all of its obligations thereunder;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP, or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from YSR SCL, or a ground for termination of the JVA (if the Applicant is declared as the Selected Applicant);
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.5. YSR SCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection process, including any error or mistake therein or in any information or data given by YSR SCL.

## 2.6. **Verification and Disqualification**

2.6.1. YSR SCL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP and the Applicant shall, when so required by YSR SCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by YSR SCL shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of YSR SCL thereunder.

2.6.2. YSR SCL reserves the right to reject any Proposal and appropriate the Proposal Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by YSR SCL, the supplemental information sought by YSR SCL for evaluation of the Proposal.

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium and each Member may be disqualified / rejected.

2.6.3. If such disqualification / rejection in accordance with Clause 2.6.2 above occurs after the Proposals have been opened and the Selected Applicant gets disqualified / rejected, then notwithstanding anything to the contrary contained herein, YSR SCL reserves the right to take any such measure as may be deemed fit in the sole discretion of YSR SCL, including, (a) awarding the Project to the Qualified Applicant who has obtained the second highest Techno-Commercial Score; or (b) annulment of the Selection process.

2.6.4. In case it is found during the evaluation or at any time before signing of the JVA or after its execution and during the period of subsistence thereof, that one or more of the Minimum Eligibility Criteria have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, such Applicant shall be disqualified forthwith if not yet appointed as the

JV Partner either by issue of the LOA or entering into of the JVA, as the case may be, and if the Selected Applicant has already been issued the LOA or has entered into the JVA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by YSRSCCL to the Selected Applicant or the JV Partner, as the case may be, without YSRSCCL being liable in any manner whatsoever to the Selected Applicant or the JV Partner, as the case may be. In such an event, YSRSCCL shall be entitled to forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy which YSRSCCL may have under this RFP and/ or the JVA, or otherwise.

2.6.5. YSRSCCL may, in its sole discretion and on grounds of reciprocity, disqualify An Applicant, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of applying for contracts contemplated hereunder.

2.6.6. In the event that only a single Proposal is received pursuant to the Selection process or if only 1 (one) Applicant is found to satisfy the Minimum Eligibility Criteria, YSRSCCL, reserves the right to:

- (a) accept the Proposal for evaluation of the Techno-Commercial Proposal; or
- (b) reject the Proposal; or
- (c) take any other course of action in accordance with Applicable Law, including initiating a fresh Proposal processes.

## **B. DOCUMENTS**

### **2.7. Contents of the RFP**

2.7.1. This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Invitation for Proposals**

- Clause 1. Introduction
- Clause 2. Instructions to Applicants
- Clause 3. Evaluation of Proposals
- Clause 4. Fraud and Corrupt Practices
- Clause 5. Pre-Proposal Conference
- Clause 6. Miscellaneous

#### **Appendices**

- Appendix- 1. Registration Form
- Appendix- 2. Minimum Eligibility Criteria

Appendix- 3. Formats for Eligibility Proposal

Appendix- 4. Evaluation Criteria

Appendix- 5. Format of Techno-Commercial Proposal

Appendix- 6. Submission of Queries

Appendix- 7. Authorization for Attending the Pre-Proposal Conference

Appendix- 8. Format of the Letter of Acceptance

2.7.2. Applicants are expected to review all instructions, forms, terms and specifications in the RFP. Failure to furnish all information or documentation required under the RFP may result in rejection of their Proposals on account of being non-responsive.

## 2.8. **Clarifications**

2.8.1. Applicants requiring any clarification on the RFP may submit their queries in writing (in the format set out in Appendix-6 (in an MS Word file only) to YSRSCCL through e-mail in accordance with Clause 1.2.7. They should send in their queries on or before the date mentioned in the Schedule of Selection process specified in Clause 1.3. YSRSCCL shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail on the registered e-mail addresses of the Applicants provided in the Registration Forms (“**Registered Email IDs**”) as well as published on the official website of YSRSCCL. YSRSCCL will forward all the queries and its responses thereto, to all Applicants without identifying the source of queries. YSRSCCL shall not entertain any question raised or clarifications from the Applicants after the conclusion of the Pre-Proposal Conference.

2.8.2. YSRSCCL shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, YSRSCCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8.2 shall be taken or read as compelling or requiring YSRSCCL to respond to any question or to provide any clarification.

2.8.3. YSRSCCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by YSRSCCL shall be deemed to be part of the RFP. Verbal clarifications and information given by YSRSCCL or its employees or representatives shall not in any way or manner be binding on YSRSCCL.

## 2.9. **Amendment of RFP**

2.9.1. At any time prior to the Proposal Due Date, YSRSCCL may, for any reason, whether at its own initiative or in response to clarifications requested by An Applicant, modify the RFP by the issuance of Addenda.

2.9.2. Any Addendum thus issued hereunder shall be published on the official website of YSRSCCL.

2.9.3. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, YSRSCCL may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.10. Format and Signing of Proposal**

2.10.1. The Applicant shall provide all the information sought under this RFP. YSRSCCL will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection. YSRSCCL may require the Applicant to provide clarifications and further information within 3 (three) days from YSRSCCL's intimation to the Applicant (unless a longer period is allowed by YSRSCCL in its sole discretion), failing which YSRSCCL shall proceed with the evaluation of the Proposal without any further reference to the Applicant.

2.10.2. The Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the Person(s) signing the Proposal. The Proposal shall contain page numbers.

### **2.11. Sealing and Marking of Proposals**

2.11.1. The Applicant shall submit the Eligibility Proposal in the format specified at Appendix-3 (including the Annexures to Appendix-3) along with the copy of Registration Certificate as well as the documents as mentioned in Appendix-2, and seal it in an envelope and mark the envelope as "***ELIGIBILITY PROPOSAL FOR SELECTION OF JV PARTNER FOR DEVELOPMENT AND OPERATION OF STEEL PLANT IN YSR (KADAPA) DISTRICT, ANDHRA PRADESH, INDIA*** "

2.11.2. An original/ true copy and 1 (one) soft copy (in pdf format in one or more pen drives) of the Eligibility Proposal and documents accompanying the Eligibility Proposal, as specified in Clause 2.11.1 above, shall be placed in two separate envelopes and marked "***HARD COPY OF ELIGIBILITY PROPOSAL FOR SELECTION OF JV PARTNER FOR DEVELOPMENT AND OPERATION OF STEEL PLANT IN YSR (KADAPA) DISTRICT, ANDHRA PRADESH, INDIA***" and "***SOFT COPY OF ELIGIBILITY PROPOSAL FOR SELECTION OF JV PARTNER FOR DEVELOPMENT AND OPERATION OF STEEL PLANT IN YSR (KADAPA) DISTRICT, ANDHRA PRADESH, INDIA***", respectively. The soft copy of the Eligibility Proposal and documents accompanying the Eligibility Proposal shall be protected by a password, which shall be provided by the Applicants to YSRSCCL through e-mail. In the event of any discrepancy between the original/ true copy and the soft copy of the Eligibility Proposal and the documents accompanying the Eligibility Proposal, the contents of the original/ true copy shall prevail.

2.11.3. An Applicant shall submit its Techno-Commercial Proposal in the format and as per requirements specified in Appendix-5 (including the Annexures to Appendix-5) along with the documents as specified in the Annexures to Appendix-5, in a sealed envelope marked as "***TECHNO-COMMERCIAL PROPOSAL FOR SELECTION OF JV PARTNER FOR DEVELOPMENT AND OPERATION OF STEEL PLANT IN YSR***

**(KADAPA) DISTRICT, ANDHRA PRADESH, INDIA”.**

- 2.11.4. An original/ true copy and 1 (one) soft copy (in .pdf format in one or more pen drive) of the Techno-Commercial Proposal and documents accompanying the Techno-Commercial Proposal, as specified in Clause 2.11.3 above, placed in two separate envelopes and marked “**HARD COPY OF TECHNO-COMMERCIAL PROPOSAL FOR SELECTION OF JV PARTNER FOR DEVELOPMENT AND OPERATION OF STEEL PLANT IN YSR (KADAPA) DISTRICT, ANDHRA PRADESH, INDIA**” and “**SOFT COPY OF TECHNO-COMMERCIAL PROPOSAL FOR SELECTION OF JV PARTNER FOR DEVELOPMENT AND OPERATION OF STEEL PLANT IN YSR (KADAPA) DISTRICT, ANDHRA PRADESH, INDIA**”, respectively. The soft copy of the Techno-Commercial Proposal and documents accompanying the Techno-Commercial Proposal shall be protected by a password, which shall be provided by the Qualified Applicants to YSR SCL, upon its request, through e-mail. In the event of any discrepancy between the original/true copy and the soft copy of the Techno-Commercial Proposal and the documents accompanying the Techno-Commercial Proposal, the contents of the original/ true copy shall prevail.
- 2.11.5. The four envelopes specified in Clauses 2.11.1, 2.11.2, 2.11.3 and 2.11.4 shall be placed in an outer envelope, which shall be sealed. Each of the five envelopes shall clearly bear the following identification:

**“PROPOSAL FOR SELECTION OF JV PARTNER FOR DEVELOPMENT AND OPERATION OF STEEL PLANT IN YSR (KADAPA) DISTRICT, ANDHRA PRADESH, INDIA”** and shall clearly indicate the name and address of the Applicant. In addition, the Proposal Due Date should be indicated on the right-hand top corner of each of the envelopes.

- 2.11.6. Each of the aforesaid envelopes shall be addressed to:

ATTN. OF:	Shri Shan Mohan S, IAS
DESIGNATION	Managing Director
ADDRESS:	YSR Steel Corporation Limited 10th Floor, APIIC Towers Plot No-1, IT Park Mangalagiri, Guntur District Andhra Pradesh – 522503 India
CONTACT :	Suda Srikanth +91 9513387589
E-MAIL ADDRESS	<a href="mailto:shanmohan.sagili@aphighgradeesteels.com">shanmohan.sagili@aphighgradeesteels.com</a> and <a href="mailto:srikanth.suda@aphighgradeesteels.com">srikanth.suda@aphighgradeesteels.com</a>

The Proposals shall be submitted to the aforesaid officer only through hand delivery.

- 2.11.7. If the envelopes are not sealed and marked as instructed above, YSR SCL assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.11.8. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## 2.12. **Proposal Due Date**

2.12.1. Proposals specified in Clause 2.11.1 and 2.11.3 should be submitted before 16:00 hours (IST) on the Proposal Due Date at the address provided in Clause 2.11.6 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the Person specified at Clause 2.11.6.

2.12.2. YSRSCCL may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Applicants. In such a case, all rights and obligations of YSRSCCL and Applicants previously subject to the original Proposal Due Date and/or time will thereafter be subject to such extended Proposal Due Date and/or time.

## 2.13. **Late Proposals**

Proposals received by YSRSCCL after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected. It is clarified to the Applicants that YSRSCCL shall not be responsible, *inter alia*, for any postal/courier related delays in relation to submission of the Proposal and/or any other information/document required to be submitted by the Applicants.

## 2.14. **Contents of the Proposal**

2.14.1. The Proposal shall be furnished in the prescribed formats set out in this RFP along with all the information and documents (complete in all respects) as requested in this RFP.

2.14.2. The opening of Proposals and acceptance thereof shall be in accordance with this RFP.

## 2.15. **Modifications/ Substitution/ Withdrawal of Proposals**

2.15.1. The Applicant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by YSRSCCL prior to the closing time on the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Applicant on or after the closing time on the Proposal Due Date, and other than in accordance with the provisions of this RFP.

2.15.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "**MODIFICATION**", "**SUBSTITUTION**" or "**WITHDRAWAL**", as appropriate.

2.15.3. Any alteration/ modification in the Proposal or additional information or material supplied, subsequent to the closing time on the Proposal Due Date, unless the same has been expressly sought for by YSRSCCL, shall be disregarded.

## 2.16. **Rejection of Proposals**

2.16.1. Notwithstanding anything contained in this RFP, YSRSCCL reserves the right to accept or reject any Proposal and to annul the Selection process and reject all Proposals, at

any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that YSRSCCL rejects or annuls all the Proposals, it may, in its discretion, conduct a fresh Proposal process altogether.

2.16.2. YSRSCCL reserves the right not to proceed with the Selection process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

#### 2.17. **Validity of Proposals**

The Proposals shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (“**Proposal Validity Period**”). The validity of Proposals may be extended by mutual consent of the respective Applicants and YSRSCCL. In exceptional circumstances, prior to the expiration of the Proposal Validity Period, YSRSCCL may request Applicants to extend the Proposal Validity Period. The request and the responses will be made in writing. In the event that the Proposal Validity Period is extended, the Proposal Security shall also be extended accordingly. For the avoidance of any doubt, an extension of the Proposal Validity Period will not entitle An Applicant to modify its Proposal.

#### 2.18. **Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation of the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising YSRSCCL in relation to, or matters arising out of, or concerning the Selection process. YSRSCCL will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. YSRSCCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or YSRSCCL or as may be required by law or in connection with any legal process.

#### 2.19. **Correspondence with the Applicant**

Save and except as provided in this RFP, YSRSCCL shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Proposal.

### **D. PROPOSAL SECURITY**

#### 2.20. **Proposal Security**

2.20.1. The Applicant shall furnish as part of its Proposal, A Proposal Security referred to in Clauses 1.2.4 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a Net Worth of at least INR 1,000 crore (INR one thousand crore), in favour of YSRSCCL in the format at Annexure G of Appendix-3 (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred eighty) days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between YSRSCCL and the Applicant from time to time. In case the Bank Guarantee is issued by a foreign

bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.20.2. Any Proposal not accompanied by the Proposal Security shall be summarily rejected by YSRSCCL as non-responsive.
- 2.20.3. Save and except as provided in Clause 1.2.4, the Proposal Security of unsuccessful Applicants will be returned by YSRSCCL, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Applicant or when the Selection process is cancelled by YSRSCCL, and in any case within 60 (sixty) days from the expiry of the Proposal Validity Period.
- 2.20.4. The Selected Applicant's Proposal Security will be returned upon the Selected Applicant furnishing the Performance Security in accordance with the provisions hereof.
- 2.20.5. YSRSCCL shall be entitled to forfeit and appropriate the Proposal Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that YSRSCCL will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Applicant during the period of Proposal validity as specified in this RFP. No relaxation of any kind on Proposal Security shall be given to any Applicant.
- 2.20.6. The Proposal Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to YSRSCCL under the RFP and/ or under the JVA, or otherwise, if
  - (a) An Applicant submits a non-responsive Proposal;
  - (b) An Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
  - (c) An Applicant withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by mutual consent of the respective Applicant(s) and YSRSCCL;
  - (d) the Selected Applicant fails within the specified time limit:
    - (i) to sign and return the duplicate copy of LOA; or
    - (ii) to sign the JVA and /or any other definitive documents; or
    - (iii) to furnish the Performance Security within the period prescribed hereunder.
  - (e) the Selected Applicant, having signed the JVA and other definitive documents, commits any breach thereof prior to furnishing the Performance Security.



## **2. EVALUATION OF PROPOSALS**

### **3.1. Opening and Evaluation of Proposals**

- 2.1.1 YSRSCCL shall open the Eligibility Proposals on the date specified in Clause 1.3 and, at the place specified in Clause 2.11.6 and in the presence of the Applicants who choose to attend. In case the day for the opening of the Eligibility Proposals is an unscheduled holiday, the Eligibility Proposals will be opened on the next working day at the same time and place.
- 2.1.2 YSRSCCL shall open the Techno-Commercial Proposals of only the Qualified Applicants on the date specified in Clause 1.3 in the presence of the Qualified Applicants who may choose to attend. In case the day for the opening of the Techno-Commercial Proposals is an unscheduled holiday, the Techno-Commercial Proposals will be opened on the next working day at the same time and place.
- 2.1.3 YSRSCCL will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Clause 3.
- 2.1.4 To facilitate the evaluation of Proposals, YSRSCCL may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Eligibility Proposal and/or Techno-Commercial Proposal. The Applicant shall be required to provide such clarification within a period of 3 (three) days from the date of YSRSCCL's request (unless a longer period is provided by YSRSCCL). If An Applicant does not provide clarifications sought by YSRSCCL within the prescribed time, YSRSCCL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of YSRSCCL. In the event sufficient information is not available for YSRSCCL to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, the Proposal shall be liable to be rejected.
- 2.1.5 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.
- 2.1.6 Applicants are advised that selection of Applicants will be entirely at the decision of YSRSCCL, which shall be final and binding, and in accordance with terms of this RFP including without limitation the compliance of the Applicant to the terms of Minimum Eligibility Criteria and the Evaluation Criteria. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection process or selection will be given.
- 2.1.7 Any information contained in the Proposal shall not in any way be construed as binding on YSRSCCL, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

### **2.2 Tests of responsiveness**

- 2.2.1 Prior to evaluation of Proposals, YSRSCCL shall determine whether each Proposal is responsive to the requirements of this RFP. A Proposal shall be considered responsive if:

- (a) it is received as per the format at Appendix– 3 and Appendix– 5;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.12.2;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
- (d) it is accompanied by the Proposal Security as specified in Clause 1.2.4;
- (e) it is accompanied by the power of attorney as specified in Clauses 2.2.7;
- (f) it contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.2.2 YSRSCCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by YSRSCCL in respect of such Proposal.

### 2.3 **Evaluation of Eligibility Proposals**

2.3.1 Only those Eligibility Proposals which are considered to be responsive in terms of Clause 3.2 above will be evaluated. Such Applicants, who fulfill the Minimum Eligibility Criteria (and are not generally disqualified otherwise in accordance with the RFP) shall be shortlisted and declared as qualified Applicants (“**Qualified Applicants**”). YSRSCCL shall notify the Qualified Applicants that they have been declared as Qualified Applicants, through e-mail to their respective Registered E-mail IDs.

### 2.4 **Evaluation of Techno-Commercial Proposals**

2.4.1 YSRSCCL shall open the Techno-Commercial Proposals of only the Qualified Applicants on the date specified in Clause 1.3 in the presence of the Qualified Applicants who may choose to attend. The time and venue for the opening of the Techno-Commercial Proposals will be intimated by YSRSCCL not later than 2 (two) days prior to the date of the opening of the Techno-Commercial Proposals. In case the day for the opening of the Techno-Commercial Proposals is an unscheduled holiday, the Techno-Commercial Proposals will be opened on the next working day at the same time and place.

2.4.2 YSRSCCL will determine whether the Techno-Commercial Proposals of each Qualified Applicant is complete, unqualified and unconditional, and in accordance with the format and requirements set out in Appendix-5. In the event that the Techno-Commercial Proposals of a Qualified Applicant is not in accordance with the provisions of the RFP, such Techno-Commercial Proposals will be summarily rejected and shall not be evaluated.

2.4.3 Each Techno-Commercial Proposal which will be evaluated subject to Clauses 3.4.1

and 3.4.2, shall be assigned a techno-commercial score (on the basis of evaluation) in the manner set out in Appendix-4 (“**Techno-Commercial Score**”):

During the process of evaluation of the Techno-Commercial Proposals, each Qualified Applicant (whose Techno-Commercial Proposals is being evaluated subject to the provisions hereof) will be required to make a presentation on its Techno-Commercial Proposal, including covering aspects such as its relevant experience, proposed technology for the Project, how it fulfills the functionalities described in the scope of work set out under the RFP, its implementation methodology and the proposed preliminary business plan as provided under Clause 1.5.5. The date and time of the aforesaid presentation will be intimated to the concerned Applicants by YSRSCCL not later than 5 (five) days prior to the date of the presentation.

## 2.5 **Selection of Applicant**

- 2.5.1 Subsequent to the evaluation of the Techno-Commercial Proposals, the relevant Qualified Applicants shall finally be ranked in the descending order (i.e. highest to lowest) of their Techno-Commercial Scores.
- 2.5.2 The Qualified Applicant that obtains the highest Techno-Commercial Scores shall be the Selected Applicant. The Networth and the Credit Rating of the Applicant shall be used to assess the ability to achieve financial closure for the project. The final selection of the JV partner shall be based on the assessment of the ability to achieve the financial closure for the project
- 2.5.3 In the event that two or more Qualified Applicants attain the (same) highest Techno-Commercial Score (“**Tie-Applicants**”), YSRSCCL shall identify the Selected Applicant on the basis of the Net Worth of the Applicant i.e. the concerned Tie-Applicant who has higher Net Worth as set out in their respective Proposals, shall be declared as the Selected Applicant.
- 2.5.4 After identification of the Selected Applicant, a letter of acceptance will be issued, in duplicate, by YSRSCCL to the Selected Applicant, substantially in the format set out in Appendix-8 (“**LOA**”), and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof and, fulfill any condition set out in the LOA within the time limit prescribed thereunder. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, YSRSCCL may, unless it provides in writing, an extension of time for submission thereof, without prejudice to any of its rights under the RFP or law or equity, withdraw the LOA and appropriate the Proposal Security of such Selected Applicant as the mutually agreed genuine pre-estimate loss and damage suffered by YSRSCCL on account of failure of the Selected Applicant to acknowledge the LOA.
- 2.5.5 After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the JVA and other definitive documents within the maximum period prescribed in the LOA, subject to the fulfilment of conditions prescribed therein.
- 2.5.6 YSRSCCL be entitled to place the Selected Applicant on a holiday list/ black list, in the event that the Selected Applicant does not return the signed LOA within the period specified in Clause 3.5.4 above, or refuses to enter into the JVA pursuant to the

Selection process. Such Applicants shall not be eligible *inter alia* to participate in any subsequent Proposal processes conducted for the Project. Further in such a case, YSRSCCL reserves the right to take any such measure as may be deemed fit in the sole discretion of YSRSCCL, including, awarding the Project to the Qualified Applicant who has obtained the second highest Techno-Commercial Score.

## 2.6 **Contacts during Proposal Evaluation**

Proposals shall be deemed to be under consideration immediately after they are opened and until such time YSRSCCL makes official intimation of award/ rejection to the Applicants. While the Proposals are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP, from contacting by any means, YSRSCCL and/ or their employees/ representatives on matters related to the Proposals under consideration.

### 3. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection process and subsequent to the issue of the LOA and during the subsistence of the JVA. Notwithstanding anything to the contrary contained herein, or in the LOA or the JVA, YSRSCCL may reject A Proposal, withdraw the LOA, or terminate the JVA, as the case may be, without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection process. In such an event, YSRSCCL shall be entitled to forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to YSRSCCL under the RFP and/ or the JVA, or otherwise.
- 4.2 Without prejudice to the rights of YSRSCCL under Clause 4.1 hereinabove and the rights and remedies which YSRSCCL may have under the LOA or the JVA, or otherwise if An Applicant is found by YSRSCCL 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 LOA or the execution of the JVA, such Applicant shall not be eligible to participate in any RFP issued by YSRSCCL during a period of 2 (two) years from the date such Applicant is found by YSRSCCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions 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 YSRSCCL who is or has been associated in any manner, directly or indirectly, with the Selection process or the LOA or has dealt with matters concerning the JVA or arising therefrom, 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 YSRSCCL, shall be deemed to constitute influencing the actions of a Person connected with the Selection process); or (ii) save and except as permitted under the Clause 2.2.11 of this RFP, engaging in any manner whatsoever, whether during the Selection process or after the issue of the LOA or after the execution of the JVA, as the case may be, any person in respect of any matter relating to the Project or the LOA or the JVA, who at any time has been or is a legal, financial or technical adviser of YSRSCCL in relation to any matter concerning the Project;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection process;

- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by YSRSCCL 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
- (e) “**restrictive practice**” means forming a cartel, or indulging in Proposal rigging, collusive applications 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. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the potential Applicants shall be convened at the designated date, time and place. The Applicants shall have the option to participate in the Pre-Proposal Conference either physically, or virtually through video conference (the details of which would be shared by YSR SCL at a later date, but prior to the Pre-Proposal Conference).
- 5.2 A maximum of 5 (five) representatives of each Applicant shall be allowed to participate in the Pre-Proposal Conference, subject to registration by the relevant Applicant for attending the Pre-Proposal Conference. For the purposes of completing the registration for attending the Pre-Proposal Conference, each Applicant shall submit an authorization letter in the format set out in Appendix-7, to the Person set out below through an email, at least 3 (three) days prior to the date of the Pre-Proposal Conference.

Sagili Shan Mohan, IAS  
Managing Director  
YSR Steel Corporation Limited  
10<sup>th</sup> Floor, APIIC Towers  
Plot No-1, IT Park  
Mangalagiri, Guntur District  
Andhra Pradesh – 522503  
India  
Mobile: +91 9513387589  
Email: [shanmohan.sagili@aphighgradeesteels.com](mailto:shanmohan.sagili@aphighgradeesteels.com) and  
[srikanth.suda@aphighgradeesteels.com](mailto:srikanth.suda@aphighgradeesteels.com)

- 5.3 In case the day for the Pre-Proposal Conference is an unscheduled holiday, the Pre-Proposal Conference will be convened on the next working day at the same time and place/ e-platform, as the case may be.
- 5.4 During the course of Pre-Proposal Conference(s), the Applicants will be free to seek clarifications and make suggestions for consideration of YSR SCL. YSR SCL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection process.

## **5. MISCELLANEOUS**

- 6.1 The Selection process shall be governed by, and construed in accordance with, the laws of India and the Courts of Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection process.
- 6.2 YSRSCCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Selection process and/ or amend and/ or supplement the Selection process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) qualify or not to qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to YSRSCCL by, on behalf of, and/ or in relation to any Applicant; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases YSRSCCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Selection process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The RFP and the JVA are to be taken as mutually explanatory.