

**Topworth Steels & Power Private Limited**

**(Company undergoing CIRP vide order dated 29.01.2020)**

**REQUEST FOR PROPOSAL**

**“Job work / short term leasing/renting of the manufacturing facilities of Topworth Steels & Power Private Limited”**

**([www.tspl.co.in](http://www.tspl.co.in))**

**Issued on: 13/01/2022**

**Last date of submission: 18/01/2022**

*Please forward your quotations in via email at [tspl@primusresolutions.in](mailto:tspl@primusresolutions.in) in password protected format:-*

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We are looking forward to provide our manufacturing services at the Plant of the Corporate Debtor on job work / short term lease (“**Contract**”).

Basis the criteria and subject to the terms and conditions mentioned in this RFP (*as defined hereinafter*), we are inviting interested bidders (“**Bidder**”) to submit their expression of interest along with their commercial proposals for entering into Contract with the Company (*as defined hereinafter*).

Please note that the compliance with this RFP will be one of the criteria for evaluation of the proposals received.

**For clarifications, please email at: [tspl@primusresolutions.in](mailto:tspl@primusresolutions.in)**

1) **INSTRUCTIONS FOR THE INTERESTED PARTIES**  
**BACKGROUND:**

**Topworth Steels & Power Private Limited (“TSPPL” or “Company” or “Corporate Debtor”)** (a company undergoing corporate insolvency resolution process (“CIRP”) vide order dated 29.01.2020 passed by Hon’ble National Company Law Tribunal, Mumbai Bench (“NCLT”)) is a non-govt. company, incorporated on 18 May, 2004. It is a private unlisted company and is classified as 'company limited by shares'. The Company is engaged in the business of steel & iron products & produce semi-finished steels, sponge iron and structural steel products. The plant of the Company is situated at Durg-Bhilai, Chhattisgarh (“Plant”).

The CIRP of the Company was initiated on January 29, 2020 pursuant to admission of an application being C.P. (I.B.) No. 590/NCLT/MB/2018 filed under section 7 of Insolvency & Bankruptcy Code, 2016 (“IBC”). Mr. Sanjay Gupta was appointed as the resolution professional (“RP”) to conduct the CIRP of the Company, vide order dated July 14<sup>th</sup>, 2020. The committee of creditors (“COC”) of the Company has approved a resolution plan with the requisite majority and an application for approval of the resolution plan has been filed with the NCLT for its approval.

This Request For Proposal (“RFP”) document is an invitation to submit commercial proposals to run the Plant on contractual job work basis / short term lease basis so as to enable the RP of the Company to meet the ongoing CIRP costs and also to reduce the pending CIRP costs that have been incurred during the CIRP of the Corporate Debtor, pending the approval of the resolution plan by the Hon’ble NCLT.

The intent of this RFP is to invite the eligible bidders to submit a proposal for entering into Contract with the Company as well as to background information about the Bidders. The rights and obligations of the parties and other commercial terms and conditions shall be specified particularly in an express contract which shall be entered into between the successful bidder (*as defined hereinafter*) and the Company, pursuant to declaration of a successful bidder. The COC and the RP shall have absolute discretion to chose the successful bidder (“**Successful Bidder**”) amongst the eligible bidders. It is clarified that the Contract shall not have any indemnity obligations or warranties from the Resolution Professional or the COC. Bidders must take this into account while submitting their proposals.

**What TSPPL is looking forward with this proposal:**

1. Optimum & maximum utilization of the manufacturing facilities of the Plant
2. Uninterrupted operations at the Plant for the period of Contract
3. Ensuring higher productivity and meeting CIRP costs of the Company

**A. ELIGIBILITY CRITERIA**

**REQUEST FOR PROPOSAL**  
**PLANT LOCATION: DURG-BHILAI,**  
**CHHATTISGARH ANNUAL PLANT CAPACITY:**  
**165,000 MT**

**ELIGIBILITY CRITERIA TO SUBMIT PROPOSALS FOR JOB WORK / SHORT TERM LEASING / RENTING OF THE MANUFACTURING FACILITY**

**TOPWORTH STEELS & POWER PVT LTD (UNDER CIRP)**

Subject to the terms of this document, the parties interested to submit their proposals should meet the following eligibility criteria:

1. The Bidder should be a company incorporated under Companies Act, 2013 and the proposal shall be submitted by the Bidder on standalone basis;
2. The Bidder should have experience of minimum 5 years in the manufacturing sector;
3. The Bidder should have minimum standalone net worth of **INR 200 Crores** in the immediately preceding financial year (not prior to March 31, 2021) based on audited financial statements.
4. The Bidder should have minimum turnover of **INR 500 Crores** in the preceding financial year ended on March 31, 2021.
5. The Bidder should not suffer from any disqualification provided under **Section 29A** of IBC.

**B. OTHER TERMS OF THE RFP**

1. The Company is not operational as of date. Any Capex/Opex to be incurred for restarting/smooth running of the operations of the manufacturing facilities during the tenure of the Contract, shall be incurred by the Successful Bidder.
2. Performance security in the form of bank guarantee of Rs. 10 Crores (Rupees Ten Crores Only) is to be submitted by the Successful Bidder to the RP on the date of commencement of operations and the same shall be valid during the entire tenure of the

Contract and extended period, if any, as per the instructions of the COC.

3. The financial bid shall be the amount of lease rent payable to the Company for the operation & maintenance of the Plant per month under the Contract. Bidders must submit their proposal for job work / short term lease accordingly. Any proposal that offers less than the per month operational and maintenance cost of running of the plant shall be liable to be rejected by the RP, acting on the instructions of the COC.
4. In case the actual expenses for running the Plant of the Corporate Debtor exceed the final amount payable by the Successful Bidder during the period of the Contract, then such excess amount shall be borne by the Successful Bidder and no cost shall be borne by the Company.
5. The Successful Bidder shall have to pay advance rental deposit of Rs. 2.00 Crores (Rupees Two Crores Only) in the form of RTGS which shall be adjusted in the last bill after full and final settlement of the billing by the Company.
6. The term of the Contract shall be for 3 (three) months or till the date of pronouncement of order on the application for approval of resolution plan by the NCLT, whichever is earlier. If the resolution plan is not approved by NCLT within 3 months, the RP under the instructions of COC shall have the power to roll over / extend this contract with the Successful Bidder for such time as the RP and COC may decide in their sole and absolute discretion.
7. All eligible bidders (including the successful resolution applicant) are eligible to participate in this process, subject to and pursuant to the terms hereof.
8. The RP, acting on the instructions of the COC, may annul, modify, vary or amend the bid process (including timelines) at its sole discretion.
9. The last date for submission of proposals pursuant to this RFP and the Advertisement is January 18<sup>th</sup>, 2022. Proposals received after the last date as aforesaid shall be rejected.
10. The Successful Bidder's rights shall be limited to the Contract and the Successful Bidder shall not get any additional rights over the Corporate Debtor or in the CIRP.
11. The RFP is not an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, of TSPPL.
12. The RP, CoC has the right to amend this RFP or issue further supplements to the RFP

or require additional documents/information from the Bidders without assigning any reason and without any liability whatsoever.

13. All Bidders who are desirous of submitting a proposal pursuant to this RFP must read, understand and comply with all the requirements of the RFP and any other applicable laws for resolution plans and all matters under, in pursuant to, in furtherance of or in relation to, this RFP.
14. The proposal and other concerned documents shall be signed by the Authorized signatory of the Bidder, supported by evidence of authority of such person (Board resolution or Power of Attorney, authorizing the Bidder to execute the proposal) and appropriately stamped/company seal (if any) affixed by the representative of the Bidder.
15. The RP, acting on the instructions of the COC, reserves the right to withdraw this RFP and/or cancel the current process at any stage without assigning any reason and without any liability. This is not an offer document and is issued with no commitment. Mere submission of the proposal shall not create any rights in favour of the Bidder and the decision of the CoC/ RP regarding the process for selection of Successful Bidder pursuant to this RFP shall be final and binding on all parties.
16. It may be noted that the proposals of only those interested Bidders who meet the eligibility criteria specified herein shall be considered.
17. Neither the Bidder nor any of representatives of the Bidder shall have any claims whatsoever against the RP or its advisors or any member of the CoC and its Advisors or any of their directors, officials, agents or employees arising out of or relating to this RFP. In case of any breakdown of the Plant of the Corporate Debtor during the subsistence of the Contract, the costs of repairs shall be borne by the Bidder and such a term shall form part of the Contract.
18. The following supporting documents are required to be submitted by the Bidders along with their commercial proposals:
  - (i) Brief Profile of Bidder including details about its business activities, promoters, board of directors and key managerial personnel;
  - (ii) Certified true copies of Audited financial statements of immediately preceding 3 (three) Financial Years;
  - (iii) Any other document that the Bidder deems necessary or relevant for its proposal; and
  - (iv) Any document / information / material that may be requested by the RP in its sole discretion.