

Corrigendum-2

ISM-19/1/2022-ISM-DIC

India Semiconductor Mission

Electronics Niketan,
6, CGO Complex
New Delhi
Date - July 04, 2023

Subject: Corrigendum to RFP for Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme

In furtherance to the queries submitted to the RFP (No. ISM-19/1/2022-ISM-DIC) for Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme dated June 9, 2023, the following provisions stand amended:

S.No.	RFP Pg. No.	RFP Clause	Existing Clause	Amended Clause
1.	4	Notice Inviting Bids (ii)	Interested Bidders who meet the eligibility criteria may furnish their Bids separately with all the necessary documents (as mentioned in this RFP) in a sealed cover within 31 days from the date of publication by 16:00 Hrs. at the following address: Office of CEO, ISM Room No. 4016, 4th Floor, Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003	To be added: The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective markings in bold letters). The first envelope should not contain any cost information whatsoever. The sealed envelopes Cover 1 and Cover 2 should again be placed in a separate sealed cover, which shall be clearly marked with the name of the assignment
2.	5	Scope of Work II. Technological assessment & monitoring d) Quality Control	Reviewing quality control reports and field/ laboratory test reports and advise on the need for independent third-party testing services (if any).	Reviewing adequacy of quality management framework/ quality control protocols proposed for the Project and suggestions in this regard.
3.	6	Scope of Work IV. Process monitoring a) Implementation Strategy iv. Monitoring	Ensuring the completion of the milestones as per the agreed timelines, expected cost and time over run and plan to handle on-going compliances etc.	Assist in monitoring the milestones as per agreed timelines, expected cost and time overrun and suggest a plan to handle ongoing compliances
4.		Scope of Work IV. Process monitoring b) Approvals	Ensuring procurement of necessary licenses/ registrations/ permits/ clearances and adherence to the compliance requirements as per approved SOPs, applicable laws/ rules/ guidelines.	Reviewing (if obtained) and suggesting necessary licenses/ registrations/ permits/ clearances and adherence to the compliance requirements as per approved SOPs, applicable laws/ rules/ guidelines

5.		Scope of Work V. Production monitoring b) Quality	Reviewing the product qualification, reliability of chips, testing and quality of chips, yield benchmark and production target achievement, etc.	Reviewing and providing suggestions to the quality control protocols adopted for the Project with respect to product qualification, reliability of chips, testing and quality of chips, yield benchmark and production target achievement, etc.
6.		Eligibility Criteria 1. Organization	Company/ LLP/ Partnership/ Consortia	Company/ LLP/ Partnership/ Joint Venture/ Consortia established as per laws of India. It may be noted that up to 3 entities may collaborate for Partnership/ Joint Venture/ Consortia with a minimum of 26% equity stake in the arrangement. For Joint Venture/ Consortia the "Lead Member" shall mean one entity, established under laws of India, with highest equity stake in the arrangement. Such Lead Member shall be eligible to sign the documents on behalf of all members. The combined eligibility and evaluation parameters of all the members of the Partnership/ Joint Venture/ Consortia shall be considered.
7.		Eligibility Criteria 4. Work Experience	<ul style="list-style-type: none"> • Three similar completed works each costing not less than the amount equal to 40% of the estimated Bid amount being proposed OR • Two similar completed works each costing not less than the amount equal to 50% of the estimated Bid amount being proposed OR • One similar completed work costing not less than the amount equal to 80% of the estimated Bid amount being proposed. 	<p>Estimated incentive disbursement under Semicon India Programme is INR 32,500 Crore (A), financial quote, in %age, (B). Bid amount (C) = A x B</p> <ul style="list-style-type: none"> • Three similar completed works each costing not less than the amount equal to 40% C OR • Two similar completed works each costing not less than the amount equal to 50% C OR • One similar completed work costing not less than the amount equal to 80% of C.
8.	7	Schedule of Events 3.	<ul style="list-style-type: none"> • Last date and time for bid submission: T+31 (i.e. July 10, 2023) • Opening of bids: T+35 (i.e. July 14, 2023) • Shortlisting of bids: T+40 (i.e. July 19, 2023) 	<ul style="list-style-type: none"> • Last date and time for bid submission: T+45 (i.e. July 24, 2023) • Opening of bids: T+47 (i.e. July 26, 2023) • Shortlisting of bids: T+55 (i.e. Aug 03, 2023)
9.	10	Evaluation Criteria	Understanding of the scope of work & plan of action including:	To be added: iii. Relevant case study

		A. Technical Evaluation 3. Presentation on approach, methodology & team expertise	<p>i. Methodology to vet technology agreement submitted, reasonableness of rates of various components of the Project.</p> <p>ii. Implementation and monitoring roadmap.</p>					
10.		Evaluation Criteria A. Technical Evaluation		<p>To be added: The Bidders shall submit all relevant documents including those stated in Annexures (I-V), previous work orders and assignment completion reports, CVs of the proposed team members, etc.</p>				
11.		Evaluation Criteria B. Financial Evaluation		<p>Financial Evaluation criteria may be modified as mentioned below:</p> <p>Bidders will give financial quote as a percentage of approved incentive for each Project of any size, as per table given below:</p> <table border="1" data-bbox="959 1055 1402 1193"> <thead> <tr> <th>Percentage (%) of approved incentive to the Project (In numerals)</th> <th>Percentage approved Project (In words)</th> </tr> </thead> <tbody> <tr> <td>-</td> <td>-</td> </tr> </tbody> </table> <p>Illustrative example:</p> <ul style="list-style-type: none"> For example, Bidder may give financial quote of 0.01% (or any percentage) of approved incentive to the Project. In table given above, they should write 0.01 (in numerals in the left column) and 'zero point zero one' (in words in the right column). During financial evaluation, lowest percentage of financial quotes given by an eligible technically qualified Bidder will get 100 marks and scores of all other Bidders will be normalized. If ISM has given approval to a Project for an eligible project cost or capex (as applicable) of Rs 20,000 crore, for which Project will get incentive of Rs. 10,000 crores, then 0.01% financial 	Percentage (%) of approved incentive to the Project (In numerals)	Percentage approved Project (In words)	-	-
Percentage (%) of approved incentive to the Project (In numerals)	Percentage approved Project (In words)							
-	-							

				<p>quote given by Bidder would result in a total fee of Rs 1 crore (=10,000*0.01/100) for this Project.</p> <p>Payment will thereafter be released as per the milestone mentioned in RFP.</p>
12.	11	Earnest Money	<p>Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) - an unconditional Bank Guarantee equivalent to INR 1,00,000/- (One Lakh Only). The said Bank Guarantee issued by any commercialized bank payable at New Delhi and should be valid for at least three months from the due date of the RFP and be in favor of "India Semiconductor Mission."</p>	<p>Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) - an unconditional Bank Guarantee/ Demand Draft equivalent to INR 1,00,000/- (One Lakh Only). The said Bank Guarantee/ Demand Draft issued by any commercialized bank payable at New Delhi and should be valid for at least three months from the due date of the RFP and be in favor of "India Semiconductor Mission."</p>
13.	12	Duration	<p>The selected Bidder (PMC) shall enter into an agreement with ISM for rendering Services as per this RFP till the duration of the Scheme including any amendments made thereto. Work order(s) may be issued in respect to the Projects specifically assigned to the PMC. The obligations of the PMC shall continue till the grant of disbursements from the date of the last issued work order during the term of the said agreement. In case of further continuation/ extension of the Services, the terms of the said agreement may be extended on mutually agreed terms and conditions.</p>	<p>The selected Bidder (PMC) shall enter into an agreement with ISM for rendering Services as per this RFP till the duration of the Scheme including any amendments made thereto. Work order(s) may be issued in respect to the Projects specifically assigned to the PMC. The obligations of the PMC shall continue till the grant of disbursements from the date of the last issued work order during the term of the said agreement. The initial tenure will be 6 years from the date of approval. However, the tenure may be extended based on the requirements of the applicant and approval of Hon'ble Minister of Electronics & IT. In case of further continuation/ extension of the Services, the terms of the said agreement may be extended on mutually agreed terms and conditions.</p>
14.	14	Payment terms ii.	<p>It may be noted that all reports, advisories, plan of action, etc. submitted by the PMC as a part of the deliverables shall be verified, signed and stamped by all the team members designated for the work assigned.</p>	<p>It may be noted that individual reports, advisories, plan of action, etc. submitted by the PMC as a part of the deliverables shall be verified, signed, and stamped by the concerned SME nominated by PMC (with respect to the opinions/ advisories/ recommendations provided by them), Authorized signatory of the PMC along with the program manager of the PMC thus ensuring quality and reliability.</p>

15.	15	General T& C ix	In case it is found at any time before signing of the agreement for Services that the PMC has failed to fulfill the eligibility criteria or has willfully misrepresented to possess the same or suppressed any material fact or provided any false information or has failed to provide any information/document within prescribed timeframe, rights for necessary action stand reserved including (a) awarding the Project to the Qualified Applicant who has obtained the second highest Techno-Commercial Score; (b) annulment of the selection process; (c) blacklisting of the defaulting Bidder from participating in any similar bid process (including the present RFP). This may be in addition to the formerly selected PMC's liability to indemnify for the losses to ISM along with forfeiture of the EMD or Performance Guarantee submitted as the case may be.	In case it is found at any time before or post signing of the agreement for Services that the PMC has failed to fulfill the eligibility criteria or has willfully misrepresented to possess the same or suppressed any material fact or provided any false information or has failed to provide any information/document within prescribed timeframe or failed to perform any obligations agreed between ISM and PMC during the term of the agreement entered into by the Parties, rights for necessary action stand reserved including a. cancellation of award of RFP/ agreement and awarding the same to other Qualified Bidder(s); b. blacklisting of the defaulting Bidder from participating in any similar bid process (including the present RFP). c. forfeiture of the EMD/ Performance Guarantee submitted (as the case may be) d. withholding of any payment due e. PMC's liability to indemnify for the losses, pay damages to ISM f. Recourse to any other remedy available under law.
16.		General T& C xiii	Subcontracting may be permitted for performing Services as per the terms of this RFP. However, the PMC shall be absolutely and unconditionally responsible for the acts/ omissions as well as payment with respect to the provision of the Services provided through such sub-contracting arrangements.	PMC may enter into sub-contract agreements with third parties for performance of Services as mentioned in this RFP. However, the PMC shall be absolutely and unconditionally responsible for the acts/ omissions as well as payment with respect to the provision of the Services provided through such sub-contracting arrangements.
17.	17	Annexure -II Bid Securing Declaration	We accept that if we withdraw or modify the "Request for Proposal (RFP)" during the period of validity, or if we fail to sign the contract after the contract is awarded to us, or if we fail to submit a performance security before the deadline defined in the request for RFP/ subsequent agreement/ work order, ISM has the right to cancel our proposal,	To be amended- The words "performance security" be replaced by "performance bank guarantee".

			forfeit the Earnest Money deposited, appoint/ engage another Bidder, blacklist us for any similar Bid process and we forfeit all our rights to this extent.	
18.	18	Non-Disclosure agreement 6. Return of Confidential Information		To be added: Notwithstanding anything to the contrary, PMC shall be allowed to retain sufficient documentation as part of its professional records to support and evidence the work performed by PMC. Such retention shall be subject to obligations of confidentiality mentioned herein
19.	21	Proforma for Bank Guarantee for submission under this RFP	Annexure – III	To be amended as Annexure - IV
20.				To be added: Annexure-V Technical Evaluation Bid submission (format provided below)

Annexure – V:

Technical Evaluation Bid submission
(Self-certification required)

S. No.	Parameter	Submissions			Relevant Pg./ Section of Submissions
1.	Annual Revenue				
2.	Work Experience				
3.	Experience in semiconductor/ display manufacturing consulting/ project management	Experience duration	Max. Marks	Marks Awarded*	
4.	Experience in monitoring/ managing high value assignments (USD 3Bn)	No. of assignments	Max. Marks	Marks Awarded*	
5.	Presentation on approach, methodology & team expertise Understanding of the <u>scope of work</u> & <u>plan of action</u> including:				
	i. Methodology to vet technology agreement submitted, reasonableness of rates of various components of the Project.				
	ii. Implementation and monitoring roadmap.				
	ii. Relevant Case Study				
6.	Manpower support:				
	<u>Program Manager (1)</u> Expert in overall implementation plan vetting and management in relevant domains.	Experience duration	Max. Marks	Marks Awarded*	
	<u>SMEs</u> Expert for vetting of process (CMOS)	Experience duration	Max. Marks	Marks Awarded*	
	<u>SMEs</u> Expert for vetting of process (Display manufacturing)	Experience duration	Max. Marks	Marks Awarded*	
	<u>SMEs</u> Expert for vetting of process (Compound Semiconductors)	Experience duration	Max. Marks	Marks Awarded*	

SMEs Expert for vetting of process (Semiconductor Packaging)	Experience duration	Max. Marks	Marks Awarded*	
Expert in vetting the semiconductor equipment cost including refurbished equipment for CMOS/ display manufacturing/ Compound Semiconductors, Discrete, Sensors/ Semiconductor Packaging.	Experience duration	Max. Marks	Marks Awarded*	
Expert in vetting construction cost of semiconductor facilities.	Experience duration	Max. Marks	Marks Awarded*	
Expert in vetting overall Project cost and financial risk assessment.	Experience duration	Max. Marks	Marks Awarded*	
Expert in legal matters including IP transfer and technology transfer agreement	Experience duration	Max. Marks	Marks Awarded*	

*Reference to be made as the provisions of the Evaluation Criteria (Technical Evaluation) mentioned in the RFP. Marks to be stated in absolute no.s.

This Corrigendum forms a part of the aforesaid RFP and except as otherwise provided herein all other terms and conditions thereof shall remain valid and binding.

This is issued with approval of the Competent Authority.

Sd/-
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