



REQUEST FOR PROPOSAL (RFP)

for

**Engagement of Project Management Consultancy for implementation of Projects
under the Semicon India Programme**

India Semiconductor Mission

Under Ministry of Electronics & Information Technology (MietY)
6, CGO Complex, Lodhi Road, New Delhi-110003

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Terms of Reference

Term	Description
Applicant	Entities who have submitted their Applications (defined in these Terms of Reference) in accordance to the provisions of the Schemes (defined in these Terms of Reference)
Application	Requests seeking fiscal support in accordance with the terms and conditions of the Schemes (defined in these Terms of Reference) under Semicon India Program.
Bid(s)	The proposal(s) being made by the Bidders (defined in these Terms of Reference) under this RFP.
Bidder(s)	The service provider(s) intending to offer the Services (defined in these Terms of Reference).
Competent Authority	Authority designated by MeitY (defined in these Terms of Reference) for according approval/ rejection to the Applications for grant of incentives under Semicon India Program.
DIC	Digital India Corporation
ISM	India Semiconductor Mission
MeitY	Ministry of Electronics & Information Technology
Project	Project intended to be implemented through the fiscal support assistance sought under the Semicon India Program and as included in the Applications
PMC	Project Management Consultancy (the selected Bidder)
QCBS	Quality cum Cost Based System
RFP	Request for Proposal (this document)
Scheme(s)	The following schemes independently referred to as “Scheme” and jointly referred to as “Schemes” including Schemes under Modified Semicon India Program- <ul style="list-style-type: none"> • Scheme for setting up Semiconductor Fabs • Scheme for setting up Display Fabs • Scheme for setting up of Compound Semiconductors / Silicon Photonics / Sensors Fab/and Semiconductor ATMP / OSAT facilities in India
Services	Facilitating the implementation of the Projects under the Semicon India Program as covered under Scope of Work of this RFP.

Disclaimers

- i. This RFP is not an agreement and is neither an offer nor an invitation by MeitY, DIC or ISM to the prospective Bidders or any other person.
- ii. Each Bidder should conduct its own investigations and analysis to determine the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP before arriving at any conclusion or taking any steps in furtherance of the same.

- iii. The issue of this RFP does not imply that MeitY, DIC or ISM are bound to select any Bidder. Further, all rights to reject all Bids or modify, cancel or re-issue the RFP, in each case, without assigning any reasons whatsoever are reserved.
- iv. The Bidders shall be liable for all the costs associated with or relating to the submission of their Bids including but not limited to preparation, delivery fees, etc. which may be required in furtherance of this RFP, regardless of the conduct or outcome of the selection process.
- v. For the purpose of this RFP, the value of USD shall be the same as on the date of publication of this document.

Introduction

ISM is the nodal agency to ensure effective implementation of the Semicon India Program for development of semiconductors and display manufacturing ecosystem in India as approved by the Union Cabinet on 15.12.2021.

Establishment

ISM is a specialized and dedicated arm set up within Digital India Corporation to drive India's strategies for developing semiconductors and display ecosystem. Established as an independent business division, ISM, has administrative and financial autonomy in its functioning.

ISM has been authorized to negotiate with the Applicants, carrying out technological appraisal and financial appraisal of Applications received under the Schemes under the Semicon India Program to recommend the appropriate technology mix, node size(s)/ generation Applications, capacity etc. and structure and quantum of fiscal support for the approved Applications.

Vision

The vision of ISM is to build a vibrant semiconductor and display ecosystem to enable India's emergence as a global hub for electronics manufacturing and design.

Objectives

Aimed at making India as the manufacturing hub in the niche semiconductor and display domains, some of the key objectives of ISM are stated as under:

- Promoting development of indigenous products/ technologies via suitable **mechanisms/ infrastructure facilities**
- Enabling cutting-edge **research and development and curating pool of skilled manpower**.
- Encouraging **technology transfer** by networking / partnerships with national and international entities.
- Assisting in obtaining **monetary support** through requisite fund mechanisms / grants schemes, etc.
- Facilitating adoption of secure microelectronics and developing a **trusted semiconductor supply chain**.

Background

Semicon India Program aims to provide financial support to the entities investing in semiconductors and display manufacturing ecosystem to pave the way for India's presence in the global electronics value chains. In view thereof, the following schemes have been introduced under the Semicon India Program:

- i. Scheme for setting up of Semiconductor Fabs in India*
- ii. Scheme for setting up of Display Fabs in India*
- iii. Scheme for Compound Semiconductors / Silicon Photonics / Sensors Fabs/ Semiconductors & Semiconductor Packaging (ATMP / OSAT) facilities in India*

By the virtue of the Modified Semicon India Program, the aforesaid Schemes have been amended.

The detailed Scheme documents can be accessed from www.ism.gov.in.

Notice Inviting Bids

- i. ISM invites RFP from the general public for selection of an agency to monitor the implementation plan, technical aspects and physical progress of the Projects for which grant of incentives has been approved.
- 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

- iii. No other mode of submission for the bid is acceptable.
- iv. Bids must be complete and unconditional.
- v. The financial Bids of only eligible Bidders would be opened.
- vi. ISM shall not be responsible for any postal delay or non-receipt/non- delivery of the documents.

Scope of Work

Considering huge incentives intended to be provided to the eligible Applicants under the Semicon India Program, it is essential to ensure the proper utilization of funds for successful establishment of manufacturing units. This RFP has been introduced to seek assistance of a PMC for the said purpose. The key deliverables are as under:

I. Finalization of the terms of Fiscal Support Agreement (FSA):

FSA will form the basis of monitoring of the key parameters, technological and financial arrangements, release of payments, etc.

II. Technological assessment & monitoring

- a) **Technology partnership:** Vetting of proposed technology agreement(s) submitted by the Applicants, strength of technology partner(s), technology transfer and roadmaps, etc.
- b) **Technology Transfer:** Ensuring the technology transfer process in accordance with the agreed terms and conditions of FSA.
- c) **Risk Management:** Adequacy of risk management measures proposed by the Applicants and suggestions in this regard.
- 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).

III. Financial assessments & monitoring

- a) **Financial Vetting:** Evaluating overall Project cost, key financial ratios mentioned in the DPR, strength of balance sheet of the Applicant(s) and their ability to bring Debt and Equity required for the Project including Promoters ability to infuse equity in case of any potential risk, etc.
- b) **Expenditure Vetting:** Monitoring the details of actual capital expenditure/ investment for the items including Building, Plant, Machinery, Clean rooms, Equipment and Associated Utilities (including used/ second hand/ refurbished), R& D, Technology Transfer, with respect to the Project(s).
- c) **Incentive Claim:** Verification of claim (reasonableness of rates of different components, such as equipment and refurbished equipment cost, construction cost, technology transfer cost and other costs) submitted by the Applicants and recommending release of incentive as per FSA for consideration of ISM or its agency.
- d) **Utilization of Incentive:** Ensuring utilization of incentive released for the Project as per the agreed terms and conditions of FSA and implementation plan and observations in this regard including recommendations for improvement, in case required.
- e) **Financial and Technical viability of Project:** Keeping close watch on financial and technical viability of the Project during implementation, installation and release of equipment, yield comparison with benchmark, proven products, their average selling price (ASP), off-take agreements (customers acquisition), anticipated revenue, comparison of revenue with the proposed revenue mentioned in DPR, impact on financial model and key financial parameters and observations in this regard.

IV. Process monitoring

- a) **Implementation Strategy:**
 - i. **Roadmap:** Determining the milestones in accordance with the implementation plan submitted by the Applicant(s) before signing of FSA.
 - ii. **Construction:** Analyzing and reporting the establishment of fabrication facilities including but not limited to plant layout, facility design, onboarding of vendors for construction, completion of buildings, cleanroom readiness, equipment procurement and installation, reasonableness of the expenses being incurred, etc.

- iii. **Manpower:** Evaluating the suitability of the human resources deployed.
 - 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.
 - b) **Approvals:** Ensuring procurement of necessary licenses/ registrations/ permits/ clearances and adherence to the compliance requirements as per approved SOPs, applicable laws/ rules/ guidelines.
- V. Production monitoring**
- a) **Roadmap:** Scrutinizing critical milestones such as production target achievement, time to first revenue, time to break-even, and time to Return on Investment.
 - b) **Quality:** Reviewing the product qualification, reliability of chips, testing and quality of chips, yield benchmark and production target achievement, etc.

Eligibility Criteria

S. No.	Parameter	Description*
1.	Organization	Company/ LLP/ Partnership/ Consortium
2.	Annual Revenue	Minimum INR 500 Crore
3.	Team requirements	A team of Subject Matter Experts (SMEs) headed by a Program Manager would be required as detailed in “team description” and “Evaluation Criteria” under this RFP.
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.
5.	Other conditions	<ul style="list-style-type: none"> • The Bidder has not been blacklisted by any government authority in any jurisdiction to undertake its business operations. • No insolvency/ bankruptcy proceedings have been initiated against the Bidder. • The Bidder has not been subject to an administrative sanction in the past 5 years for fraud, corruption or for any other offense committed during a procurement process or performance of a contract. • The Bidder has never failed to fulfil its obligations under any agreement it may have entered into nor its contractual term has been terminated on account of quality of services rendered. • The Bidder undertakes that there is no conflict of interest that may be likely to impact its obligations while submitting its Bid or fulfilling subsequent terms of agreement in furtherance of this RFP.

Team description (Minimum requirements):

Program Manager (1 no.)	<ul style="list-style-type: none"> • Should have postgraduate professional qualification in Engineering/ Business administration/ relevant fields. • Must have 15 years' experience of working/ managing/ consulting in Semiconductor manufacturing industry.
SMEs (8 nos.)	All Subject Matter Experts (SMEs) proposed by the Bidder should have an undergraduate degree and a minimum work experience of 10 years in their relevant fields.

It may be noted that the team intended to be engaged for the Project by the Bidder may be on need basis. Also, the Bidder shall be required to share the details of the persons being associated for any Project at the time of submission of Bids.

In case any member of the team proposed in the Bid ceases to continue association with the PMC or is directed by ISM to discontinue engagement for Scope of Work, the PMC shall replace such member by another person having similar/ better qualification and experience, post approval by ISM.

Schedule of Events

S. No.	Information	Details
1.	RFP No.	ISM-19/1/2022-ISM-DIC
2.	Date of publication	09.06.2023 (T)
3.	Last date for submission of written queries for clarifications	T+15
4.	Pre-Bid meeting	T+20
5.	Last date & Time for bid submission	T+31
6.	Opening of bids	T+35
7.	Shortlisting of bids	T+40
8.	Presentation by the shortlisted Bidders	Will be intimated later
9.	Contact Person	Chief Executive Officer India Semiconductor Mission Electronics Niketan 6 CGO, Complex, Lodhi Road New Delhi – 110003
10.	Execution of Agreement	Y
11.	Issuance of Work Order (Assignment of Project)	Y + 30

All the Bidders making submissions under this RFP are deemed to have read and consented the terms and conditions laid hereunder.

Evaluation Criteria

The Bidders shall be evaluated on various parameters for the said purpose including Bidder's experience, understanding of the scope of work (basis RFP), proposed methodology, work plan, previous experience in similar domain, proposed fee quote, etc.

Scoring: Each Bidder shall be scored based on the technical and financial aspects of their Bid as per the QCBS parameters stated below:

A. Technical Evaluation

S. No.	Parameter	Max Score	Criteria for score	
1.	Experience in semiconductor/ display manufacturing consulting/ project management	5	Experience duration	Marks
			15 - 20 years	100%
			10 - 15 years	80%
			5 - 10 years	60%
			< 5 years	40%
2.	Experience in monitoring/ managing high value assignments (USD 3Bn)	5	No. of Assignments	Marks
			> 5	100%
			4-5	80%
			2-3	60%
			< 2	40%
3.	Presentation on approach, methodology & team expertise (Scoring by Tender Evaluation Committee as mentioned in this RFP.)	30	Understanding of the <u>scope of work</u> & <u>plan of action</u> including: <ol style="list-style-type: none"> i. Methodology to vet technology agreement submitted, reasonableness of rates of various components of the Project. ii. Implementation and monitoring roadmap. 	

4.	Manpower support	60	<p><u>Program Manager (1)</u></p> <ul style="list-style-type: none"> Expert in overall implementation plan vetting and management in relevant domains. (10*1=10) Scoring criteria as under: <table border="1" data-bbox="959 394 1403 590"> <thead> <tr> <th>Experience duration</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 25 years</td> <td>100%</td> </tr> <tr> <td>20 – 25 years</td> <td>70%</td> </tr> <tr> <td>15 - 20 years</td> <td>40%</td> </tr> </tbody> </table> <p><u>SMEs (8)</u></p> <ul style="list-style-type: none"> One expert each for vetting of process technology related with <ul style="list-style-type: none"> i. CMOS ii. Display manufacturing iii. Compound Semiconductors iv. Semiconductor Packaging (5 * 4 = 20) One expert in vetting the semiconductor equipment cost including refurbished equipment for CMOS/ display manufacturing/ Compound Semiconductors, Discrete, Sensors/ Semiconductor Packaging. (15*1=15) One expert in vetting construction cost of semiconductor facilities. (5*1=5) One expert in vetting overall Project cost and financial risk assessment. (5*1= 5) One expert in legal matters including IP transfer and technology transfer agreement. (5*1= 5) <p>Scoring criteria as under:</p> <table border="1" data-bbox="959 1696 1403 1892"> <thead> <tr> <th>Experience duration</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 20 years</td> <td>100%</td> </tr> <tr> <td>15 - 20 years</td> <td>70%</td> </tr> <tr> <td>10 - 15 years</td> <td>40%</td> </tr> </tbody> </table>	Experience duration	Marks	> 25 years	100%	20 – 25 years	70%	15 - 20 years	40%	Experience duration	Marks	> 20 years	100%	15 - 20 years	70%	10 - 15 years	40%
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15 - 20 years	70%																		
10 - 15 years	40%																		
Total:			100																

Please note that Bidder shall be required to furnish documents/ information in support of each evaluation parameter for the purpose of validation of the Bids submitted under this RFP. It is important to mention here that ISM may ask for any other documents/ information if needed during evaluation of Bids. Acceptance of any document/ Bid does not mean acceptance of the offer of the Bidder or the selection of the Bidder as PMC under this RFP.

It may be noted that the minimum marks to qualify for the technical evaluation are 50.

B. Financial Evaluation

Post the Bids which qualify the technical evaluation shall be eligible for the financial evaluation. The financial quote for the Bids shall be ranked and evaluated considering the fee proposed. The Bidder shall have to quote as per the template given in table below:

Fee proposed for the Services (Amount)		
Project/ Capex Cost (USD)	In numerals	In words
> 5 Bn		
3 – 5 Bn		
1 – 3 Bn		
0.5 Bn - 1 Bn		
< 500 Mn		

It is further clarified that the fee quoted by the Bidder shall be inclusive of the expenses for any activities proposed to be undertaken for the fulfilment of the scope of work covered in this RFP and payment for any additional financial obligations/ costs for any third party, etc. shall not be made unless the same have been specifically approved in writing.

Bid-evaluation

- i. An evaluation committee constituted to evaluate the Bids received under this RFP (Tender Evaluation Committee) shall undertake a detailed examination of the submissions received.
- ii. The decision of the Tender Evaluation Committee including meeting of the eligibility criteria, technical evaluation as well as financial evaluation shall be final.
- iii. Bidders whose proposals do not meet the eligibility criteria or technical evaluation criteria or are found non-responsive to RFP will be notified as rejected and their financial proposals will be returned unopened after completing the selection process.
- iv. It may be noted that the evaluation of the Bids shall be as per the procedure laid down in this RFP including QCBS parameters mentioned in the previous section.
- v. The marks scored by the short-listed Bidders in the technical evaluation will then be given the

weightage of 75% of the total score (T') and the financial evaluation will be given a weightage of 25% of the total score (F). The combined score based on QCBS of technical and financial bids will determine their position as H1, H2, H3 and so on.

Proposals will be ranked according to the Scores (S) based on marks obtained on technical evaluation (St) and financial evaluation (Sf) using the formula mentioned below:

$$S = St \times T' + Sf \times F$$

Calculation of Technical Score: The technical score of each bidder will be calculated as per the parameters mentioned in previous section (Part A)

Calculation of Financial Score: The financial score of each bidder will be calculated through a normalization process where the lowest Bid will be scored as 100 and scores of all other Bidders are normalized against the lowest Bidder as per the parameters mentioned in previous section (Part B).

- vi. The qualified Bidder achieving the highest combined technical and financial score will be H1 Bidder and will be invited for negotiations for the purpose of association under this RFP. Similarly, the next qualified Bidder achieving the highest combined technical and financial score will be ranked as H2, H3 and so on.
- vii. Where there is a tie in the combined scores of the Bidders, the Bidder who has a higher technical score will be selected.
- viii. In the event of conflict of interest, H1 Bidder shall recuse, and H2 Bidder may be approached for association as per this RFP. If the situation arises that both the Bidders have worked for the Applicant at some stage in any capacity both the Bidders recuse and process for engaging H3 Bidder (or next subsequent Bidder) shall be initiated. As mentioned in this clause where the association with H1 Bidder cannot be materialized and other Bidder (H2, H3, etc.) is considered for the said purpose, association with such subsequent Bidder shall not exceed the fee quoted by the H1 Bidder.

Earnest Money

- a) 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."
- b) EMD of all unsuccessful Bidders would be returned by ISM 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 terms of agreement subsequently entered into by the successful Bidder for performing the Services.
- c) The EMD amount is interest free and will be returned to the unsuccessful Bidders without interest.
- d) The Bid submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - i. If a Bidder withdraws its Bid during the period of bid validity
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

Duration

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.

Payment Terms

- i. The agreed fee in furtherance to the quote received shall be paid on the basis of the Projects actually assigned to such PMC as per the terms of the work order issued post signing of the agreement between the Parties as mentioned in this RFP.
- ii. The payment of the agreed fee to the PMC with respect to the assigned Projects shall be made in the manner stated hereunder:

Scope of Work	Payment (% age of agreed fee)	Milestone
Preparedness for implementation		
i) Submission of FSA Draft ii) Vetting of proposed technology arrangements iii) Vetting of financials for implementation of Project(s) including equipment and other cost iv) Vetting of implementation roadmap v) Submission of Risk Assessment Report	10%	Finalization of all documents/ strategies for commencement of Project by ISM
Project Implementation		
i) Verification of Incentive claim submitted by the Applicant as per implementation plan, certification of reasonableness of rates, recommendation for releasing incentive	10%	Post payment of 10% of eligible incentive to Applicant
ii) Analyzing Quality Control measures intended to adopted	10%	Post payment of 25% of eligible incentive to Applicant
iii) Assisting in obtaining/ renewing requisite approvals/ registrations/ licenses/ permits.	10%	Post payment of 50% of eligible incentive to Applicant
iv) Evaluating customer acquisition strategy/ plan		

v) Assessing Project progress with key milestones as per implementation plan for the Project, estimated commissioning date of the full Project	10%	Post payment of 75% of eligible incentive to Applicant
vi) Status of procurement and installation of equipment	10%	Post payment of remaining eligible incentive to Applicant
vii) Skilling workforce plan, profile of manpower trained and deployed		
Technology Transfer		
i) Vetting of completion of Technology Transfer	10%	Post successful technology transfer
ii) Observations in this regard		
Production		
Commencement:	5%	Post successful production of first batch of products
i) Cost analysis of the products being manufactured (cost, average selling price, market rate)		
ii) Analyzing the quality of the products manufactured	5%	Post production of 50% of the approved installed capacity
iii) Yield achieved vs benchmark		
iv) Off-take agreements secured and customer acquisition strategy	10%	Post production of 100% of the approved installed capacity
v) Overall monitoring and progress		
vi) Financial analysis vs DPR projections		
vii) Operation and maintenance		
viii) Profile of manpower in place, their ability to manage Project after completion of Project		
Project Completion		
i) Submissions with specific comments on installed capacity, date of commissioning of full Project, ramp up and yield improvement analysis, learnings.	10%	Submission of final Project completion report

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.

- iii. Invoices shall be raised by the PMC every quarter with respect to the Services rendered by PMC to ISM in furtherance to the work order issued (stated above). Payment shall be made within 30

days of raising the said invoices provided the Services rendered are to the satisfaction of ISM for each term.

- iv. The terms of the work order(s) may be altered or modified by the written consent of both ISM and the PMC depending upon the business requirements of ISM.
- v. ISM reserves the right to withhold payments or make appropriate deductions in the event of delay/ failure of the PMC to render quality Services as per the terms of the RFP and subsequent agreement entered into by the Parties.
- vi. The fee in the invoices raised by the PMC should be inclusive of all taxes/ duties/ cess, transaction fees, etc.
- vii. The fee in the invoice submitted by the PMC shall remain absolute, unconditional and shall not be subject to any change once issued.
- viii. The PMC will be liable to pay taxes/ duties/ cess etc. if any applicable, as per law.
- ix. The PMC shall be liable to bear the expenses pertaining to the rendering of their Services including all fees and expenses related to external professionals appointed; out of pocket, travelling/hotel and other operational charges.
- x. Any modification/ amendment to fee quoted vide the Bids shall be effective only post mutual agreement between the Parties in writing.

General terms and conditions

- i. RFP documents may be downloaded from ISM portal and submission of the Bids shall be in accordance with the terms and conditions along with documents (including bid covering letter attached herewith as Annexure-I and the Bid Security Declaration attached as Annexure - II) stated herein.
- ii. Any clarification or resolution for queries shall be sought via email to ism-dic@gov.in. All the queries would be addressed in the Pre-Bid Meeting.
- iii. Bidders would be required to furnish documents/ information pertaining to their organization structure along with undertakings or guarantees as and when sought.
- iv. The selected Bidder (PMC) shall enter into a non-disclosure agreement draft annexed herewith as Annexure – III.
- v. The PMC would be required to enter into a formal agreement for rendering Services along with other necessary documentation such as and bank guarantee as per the applicable Government of India norms.
- vi. The value of the Bid amount shall not be changed post submission under any circumstances.
- vii. At any time, prior to the last date of submission of Bids, for any reason, whether *suo moto* or in response to a clarification requested by a prospective Bidder, the terms & conditions of this RFP may be modified and the same shall be effective from the date of its publication. Thus, the Bidders shall be responsible for keeping themselves updated regarding the terms and conditions of this RFP.
- viii. The Bidder must ensure that information about the financial quote should not be disclosed to any

third person or anywhere apart from the prescribed template.

- 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.
- x. In the event that only a single Bid is received pursuant to the RFP process or if only one bid is found to satisfy the Minimum eligibility criteria stated in this RFP, rights are reserved for:
 - (a) Accepting the Bid for evaluation; or
 - (b) Rejecting the Bid; or
 - (c) Initiating a fresh RFP process.
- xi. The PMC shall be communicated about the acceptance of their Bids via the correspondence details provided by them.
- xii. The responsibility of the successful Bidder to perform the Services shall commence from the date of notification of award.
- 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.
- xiv. All the Bidders undertake to understand and abide by the terms of this RFP.
- xv. The PMC shall procure an insurance of an appropriate amount to cover/ mitigate the risk associated with the completion of the work on account of unforeseen circumstances.
- xvi. The Courts of Delhi shall have the exclusive jurisdiction to entertain any disputes arising by the virtue of this RFP.

Annexures

Annexure – I: Bid Cover Letter

(Covering Letter on Letterhead duly signed by Authorized signatory)

<Location, Date> To,
CEO,
India Semiconductor Mission (ISM)
Ministry of Electronics & Information Technology,
Electronics Niketan, 6 CGO Complex, Lodi Road, New Delhi – 110 003

Kind Attn. – CEO, ISM, Ministry of Electronics and Information Technology (Ministry of Electronics and Information Technology)

Dear Sir / Madam,

We, the undersigned, offer to act as Project Management Consultancy for implementation of Projects under the Semicon India Program.

We are hereby submitting our proposal. We understand that you are not bound to accept any proposal that you receive.

We fully understand and agree to comply with the condition that upon verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the RFP selection process or termination of the contract.

We agree to abide by the conditions set forth in this RFP. We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

<Signature of the authorized signatory with seal>

<Name>

<Designation>

<Name of the Organization>

<Phone & E-mail>

Annexure – II: Bid Securing Declaration

(Declaration by the Authorized signatory on Letterhead)

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, 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.

<Signature of the authorized signatory with seal>

<Name>

<Designation>

<Name of the Organization>

<Phone & E-mail>

Place: Date

Annexure – III: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (“Agreement”) is made at New Delhi on this (date)th day of (month), (year) by and between:

India Semiconductor Mission, an Independent Business Division under Digital India Corporation, a company incorporated under the Companies Act, 1956/ 2013 having its office at Electronics Niketan, 6 CGO Complex, Lodhi Road, Delhi-110003 (“ISM” or “Party A”), which shall include its successors and permitted assigns;

AND

[**Bidder Name**], [Registered Office Address, established under the laws of [country] (“Party B”)]

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

WHEREAS

- A. ISM aims to build a vibrant semiconductor and display ecosystem to enable India’s emergence as a global hub for electronics manufacturing.
- B. Considering the above objective, ISM is evaluating the technological and financial aspects of the proposals received and is taking steps to ensure effective implementation of the Projects under the Semicon India Programme introduced by the Government of India (“Programme”).
- C. Party B has represented and warranted to possess necessary skills to facilitate evaluation of the terms of engagement between ISM and the applicants under the Programme as well as to monitor the proper implementation of the Projects.
- D. In furtherance to this RFP (“Association”), Party B may gain access to certain confidential information of ISM (mentioned in this Agreement) for the fulfilment of the Objective (“Authorized Purpose”).
- E. Party B duly understands and acknowledges the uniqueness and importance of such information and hence by way of free consent agrees to maintain the confidentiality of the same in accordance with the terms stated hereunder:

NOW, THEREFORE, in consideration of mutual promises, the Parties hereto agree as follows:-

1. Effective Date

This Agreement is absolute, non- conditional, binding and effective from the date of its execution by both Parties.

2. Confidential Information

Confidential Information shall include any and all tangible/ intangible information of ISM, whether oral/ in writing/ in any other medium, which Party B has received or is likely to receive in course of Association, including but not limited to the following:

- i. *Operational information* including upcoming projects, outreach and advocacy plans, business relationships, management, operations, organizational strategies, new schemes/policies, publication materials, agreements, proposed arrangements, etc.
- ii. *Intellectual Property* including copyrights, trademarks, tradenames, etc. vesting in the technical know-how, literary and artistic works, logos, notes, agreements/ contracts, improvements, processes, etc. of ISM whether registered or unregistered.
- iii. *Financial information* including pricing strategies, fee schedules, payment status, details of expenditures, etc.
- iv. *Stakeholder information* including documents shared by the stakeholders associated with ISM (such as the Applicants under various former and on-going schemes) as well as the intellectual property vesting therein.

3. Ownership

Party B acknowledges that the ownership of all rights in the Confidential Information at all times shall vest solely in ISM or the respective third parties/ stakeholders from whom such information has been procured and the same would not be transferred to Party B by the way of execution of this Agreement or any other arrangement.

4. Use of Confidential Information

Party B shall use the Confidential Information received by them only for Authorized Purpose and not for any individual/ organization's use/ profit or benefits of any third party in any manner.

5. Disclosure

Party B shall treat Confidential Information with highest degree of care and shall not disclose the same to any person, including any third persons. Party B shall only share the Confidential Information with those employees/ agents/ representatives/ consultants who require the same on a "need to know basis".

6. Return of Confidential Information

Party B shall promptly return or destroy all copies, of the Confidential Information disclosed in whatever form reproduced or stored (accept as required under procedure established by law), upon fulfilment of the Authorized Purpose, completion/ termination of the Association or at any time, ISM may require.

7. Other obligations of Party B

In addition to the above, Party B also agrees to undertake the following obligations:

- i. Party B shall immediately notify upon becoming aware of any actual/perceived breach of the terms of this Agreement and give all necessary assistance to ISM in this regard.
- ii. Party B shall at no time even after the termination of Association or this Agreement disclose the Confidential Information to any third party. The terms of this Agreement shall apply in perpetuity and survive the termination thereof.
- iii. Party B shall neither represent to any third party in any manner nor interact regarding or disclose any Confidential Information or part thereof, to the media (print and electronic) without prior written consent of ISM.

8. ISM Rights

ISM reserves the right to obtain injunctive relief or any appropriate decree of specific

performance in case of any failure of Party B to fulfil its obligations under this Agreement.

9. Warranties

No warranties/ guarantees are granted/ implied with respect to the quality of Confidential information, including its applicability/ accuracy/ completeness for any purpose.

10. Notices

Any notices/ communication to be given to any Party shall be in writing sent by registered post/courier or email at the correspondence details shared by the Parties.

11. Governing Law

This Agreement shall be governed as per the laws of the Republic of India and the Courts of Delhi having the exclusive jurisdiction to entertain any disputes between the Parties.

12. Amendments

Any amendment/ modification to this Agreement shall be effective post mutual consent and agreement to the same by both the Parties in writing.

IN WITNESS WHEREOF, the parties have signed this Agreement at the date and place mentioned in this Agreement.

SIGNED AND DELIVERED BY

Signed by Party B

Name:

Place:

Signed by ISM

Name:

Place:

WITNESSED BY

Name:

Place:

Name:

Place:

Annexure – III: Proforma for Bank Guarantee for submission under this RFP (From Any commercial bank)

THIS Deed of Guarantee (“Deed”) executed at New Delhi on this (date)th day of (month), (year) by and between:

_____ (name of the commercial bank), having its Head Office/Registered Office at _____ and, *inter-alia*, a Branch Office at _____ (“Bank or “the Guarantor”), which shall include its successors and permitted assigns

In favour of

India Semiconductor Mission, an Independent Business Division under Digital India Corporation, a company incorporated under the Companies Act, 1956/ 2013 having its office at Electronics Niketan, 6 CGO Complex, Lodhi Road, Delhi-110003 (“ISM”)

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

WHEREAS

- A. ISM aims to build a vibrant semiconductor and display ecosystem to enable India’s emergence as a global hub for electronics manufacturing and is in the process of engaging a Project Management Consulting to monitor the effective implementation of the Projects under the Semicon India Programme. (“Programme”)
- B. [**Bidder Name**], [Registered Office Address, established under the laws of [country] (“Party B”) has represented and warranted to possess necessary skills for ensuring effective implementation of the Projects under the Programme and ISM is contemplating engaging its services.
- C. Accordingly, Party B is willing to provide a Bank Guarantee for an amount equivalent to ----- in furtherance to the proposal submitted by them to ISM for the aforesaid purpose.
- D. At the request of Party B, the Guarantor has agreed to provide this guarantee, guaranteeing the due and punctual performance/discharge by Party B of its obligations under the RFP/ agreement with ISM during the implementation period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

- 1. The Guarantor hereby irrevocably guarantees the due and punctual performance by Party B of all its obligations during the implementation period.
- 2. The Guarantor shall, without demur, pay to ISM sums not exceeding in aggregate INR (Rupees) within five (5) calendar days of receipt of a written demand thereof from ISM stating that Party B has failed to meet its agreed obligations under RFP/ agreement with ISM during the implementation period. The Guarantor shall have not to go into the veracity of any breach or failure on the part of Party B or validity of the demand so made by ISM and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by Party B or any other person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In the event of delay on the part of the Guarantor to pay on demand, the Guarantor shall be liable to pay interest at the rate of fifteen (15) per cent, compounding quarterly, to ISM. There shall not be any delay in payment of the guaranteed amount and payment of interest shall not be an excuse for delaying the payment of guarantee amount. Time is the essence of this Guarantee.
4. The Guarantor shall also indemnify and keep ISM indemnified against all losses, damages, costs, charges claims and expenses (including legal costs) whatsoever which ISM may suffer, pay or incur by reason of or in connection with any default on the part of Party B.
5. The Guarantor hereby agrees that without the concurrence of the Guarantor, ISM and Party B shall be at liberty to vary, alter or modify the terms and conditions of the engagement between them as maybe deemed necessary.
6. The Guarantor agrees that its liability under this guarantee shall in no manner be affected by any such variation, alteration, modification, waiver dispensation with or release of security and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver dispensation with or release of security.
7. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument executed or to be executed by Party B in favour of ISM. In order to give effect to this Guarantee, ISM shall be entitled to treat the Guarantor as the principal debtor.
8. This Guarantee shall be irrevocable and shall remain in full force and effect until unless discharged/ released earlier by ISM in accordance with the provisions of the RFP/ agreement between ISM and Party B. The Guarantor's liability in aggregate shall be limited to a sum of INR..... (Rupees only);
9. This Guarantee shall not be affected by any change in the constitution or winding up of Party B/ the Guarantor or any absorption, merger or amalgamation of Party B/the Guarantor with any other person.
10. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under
11. Any notices/ communication to be given to any Party shall be in writing sent by registered post/courier or email at the correspondence details shared by the Parties.
12. This Agreement shall be governed as per the laws of the Republic of India and the Courts of Delhi shall have the exclusive jurisdiction to entertain any disputes between the Parties.

IN WITNESS WHEREOF, the parties have signed this Agreement at the date and place mentioned in this Agreement.

SIGNED AND DELIVERED BY

Signed by Party B

Signed by ISM

Name:
Place:

Name:
Place:

WITNESSED BY

Name:
Place:

Name:
Place: