



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 fiscal support 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 as well as any subsequent scheme(s)/ Semicon India Programme 2.0 - <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.

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. manufacturing in India.

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

Notice Inviting Bids

- i. ISM invites RFP from the eligible Bidders for selection of an agency to monitor the implementation plan, technical aspects, verification of invoices/documents, recommendation for release of fiscal support and physical progress of the Projects for which grant of fiscal support 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 30 days from the date of publication by 16:00 Hrs. at the following address:

Office of CEO, ISM
Room No. 3015,
3rd Floor, Electronics Niketan,
6, CGO Complex, Lodhi Road, New Delhi - 110 003

- iii. The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective markings in bold letters). The envelope comprising of Technical Proposal should not contain any component of financial proposal 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.
- iv. No other mode of submission for the bid is acceptable.
- v. Bids must be complete and unconditional.
- vi. The financial Bids of only those Bidders who technically qualify would be opened.
- vii. ISM shall not be responsible for any postal delay or non-receipt/non-delivery of the documents.

Scope of Work

Considering huge fiscal support 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 Project. 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 arrangement(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 and technology agreement.
- c) **Risk Management:** Adequacy of risk management measures proposed by the Applicants and suggestions in this regard.
- d) **Quality Control:** Reviewing adequacy of quality management framework/ quality control protocols proposed for the Project and suggestions in this regard.

III. Financial assessments & monitoring

- a) **Financial Evaluation:** Estimation of financial aspects of the Project, overall Project cost, key financial ratios mentioned in the DPR, 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).
- b) **Claim for Fiscal Support:** 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 fiscal support as per FSA for consideration of ISM or its agency.
- c) **Utilization of disbursed Fiscal Support:** Ensuring utilization of fiscal support 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.
- d) **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:** Assist in monitoring the completion of the milestones as per the agreed timelines, expected cost and time over run and suggest a plan to handle on-going compliances etc.
- b) **Approvals:** Reviewing adequacy of necessary licenses/ registrations/ permits/ clearances obtained by applicants and suggesting gaps for 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 and providing suggestions to the quality control protocols adopted for the Project with respect to the product qualification, reliability of chips, testing and quality of chips, yield benchmark and production target achievement, etc.
- c) **Offtake:** Reviewing adequacy of off-take agreements entered into by the applicants with customers.

The Scope of Work shall include the aforementioned broad contours along with the incidental works to ensure fulfillment of the same.

Procurement of any database, reports or allied documents which may be required for the purpose of submission of deliverables may not be included in the professional fee chargeable to ISM as covered under this RFP.

Eligibility Criteria

A. Overall (Minimum)

S. No.	Parameter	Description*
1.	Organization	Company/ LLP/ Partnership/ Joint Venture/ Consortium incorporated and established as per laws of India. It may be noted that upto 2 entities (including foreign 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, incorporated and 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.

		It may be noted that the credentials of participating entities, including of group/parent entities may be considered. Further, the combined eligibility and evaluation parameters of all the members of the Partnership/ Joint Venture/ Consortia shall be considered.					
2.	Annual Revenue	Minimum INR 500 Crore					
3.	Team requirements (Minimum)	<table border="1"> <tr> <td>Program Manager (1no.)</td> <td> <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. </td> </tr> <tr> <td>SMEs (8 nos.)</td> <td>All SMEs proposed by the Bidder should have an undergraduate degree and a minimum work experience of 7 years in their relevant fields.</td> </tr> </table> <p>Note:</p> <ol style="list-style-type: none"> i) A team of Subject Matter Experts (SMEs) headed by a Program Manager would be required. Project Management Unit (at PMC cost) with a core team comprising of minimum two (2) members in Delhi(including Program Manager) and two (2) dedicated general consultants deployed at the project site for the duration of Project to ensure better coordination. Presence of other members (including SMEs) at Delhi or project site is not necessary, unless specifically asked depending upon the requirement. ii) 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 proposed team members being associated for any Project at the time of submission of Bids. iii) For clarifications, it may be noted that resources/ consultants from overseas can also be engaged as a part of the team proposed by the Bidders. iv) In case any member (including SMEs) of the team proposed in the Bid, ceases to continue association with the PMC or is directed by ISM to discontinue engagement on the basis of performance, the PMC shall replace such member by another person having similar/ better qualification and experience, post approval by ISM. v) The Project Manager and all SMEs are required to submit a self- 		Program Manager (1no.)	<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 SMEs proposed by the Bidder should have an undergraduate degree and a minimum work experience of 7 years in their relevant fields.
Program Manager (1no.)	<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 SMEs proposed by the Bidder should have an undergraduate degree and a minimum work experience of 7 years in their relevant fields.						

		certification in the format annexed as Annexure-III to confirm the correctness and accuracies of the documents/ information submitted on their behalf.
4.	Work Experience	<ul style="list-style-type: none"> • Three similar completed works, each costing not less than INR 40 crore OR • Two similar completed works, each costing not less than INR 50 crore OR • One similar completed work costing not less than INR 80 crore <p>Please note that “similar completed works” includes any manufacturing/ consulting (incl. program management) in semiconductor/ display /electronics, either in India or globally, as stated in RFP.</p> <p>Costing here refers to value of the project executed.</p> <p>Estimated fiscal support disbursement under Semicon India Programme is around INR 60,000 Crore.</p>
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 shall submit a written declaration specifying the status of any existing or potential conflict of interest at the time of Bid submission/start of each project, along with its strategy to mitigate the same. • The Bidders agree to submit Bids in format annexed as Annexure – VI along with requisite documents/ information along with an Undertaking in the format annexed as Annexure – VII to ensure compliance with the Eligibility Criteria. • No other information including any financial quotes or details are to be shared in the Technical Bid failing which such Bid shall stand disqualified for further evaluation.

Schedule of Events

S. No.	Information	Details
1.	RFP No.	ISM-19/1/2022-ISM-DIC
2.	Date of publication	July 23, 2024 (T)
3.	Last date for submission of written queries for clarifications	August 7, 2024
4.	Pre-Bid meeting	August 13, 2024
5.	Last date for bid submission	August 23, 2024
6.	Opening of Technical bids	August 27, 2024
7.	Presentation by the Bidders	Will be intimated later
8.	Opening of Financial Bids	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 between ISM and PMC+	Y
11.	Issuance of Work Order (Assignment of Project)	Y + 30

**It may be noted here that the terms of the said agreement may include general conditions of contract (as per provisions of the applicable guidelines), special conditions of contract as well as the terms of this RFP.*

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 financial 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 Marks	Criteria for score	
1.	Actual experience in consulting/ project management with respect to manufacturing of semiconductor/display/ electronics (independent/ joint) ¹	5	Experience duration	Marks
			>or = 10 years	100%
			8 - 10 years	80%
			5 - 8 years	60%
			3- 5 years	40%
2.	Monitoring/ managing experience of public/private assignments of at least INR 20,000 Crore (value of the project undertaken)	5	No. of Assignments	Marks
			> 5	100%
			4-5	80%
			3	60%
			2	40%
3.	Presentation on approach, methodology & team expertise <i>(Scoring by Tender Evaluation Committee as mentioned in this RFP.)</i>	30	Understanding of the <u>scope of work & 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. iii. Relevant case studies. 	

4.	Manpower support	60	<p><u>Program Manager (1)</u></p> <ul style="list-style-type: none"> • Minimum experience- 15 years • Expert in overall implementation plan evaluation and management in relevant domains as mentioned in – “Team Requirements (Minimum requirements)”. Scoring criteria as under: <table border="1" data-bbox="982 520 1422 659"> <thead> <tr> <th>Experience duration</th> <th>10*1=10</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"> • Minimum experience – 7 years • One expert each for vetting following manufacturing technologies: <ul style="list-style-type: none"> i. CMOS ii. Display iii. Compound Semiconductors iv. Semiconductor Packaging (5 * 4 = 20) • One expert in evaluating the semiconductor equipment requirement and reasonableness of cost (including refurbished equipment for CMOS/ display manufacturing/ Compound Semiconductors, Discrete, Sensors/Silicon photonics/ Semiconductor Packaging. (15*1=15) 	Experience duration	10*1=10	> 25 years	100%	20 – 25 years	70%	15 – 20 years	40%
Experience duration	10*1=10										
> 25 years	100%										
20 – 25 years	70%										
15 – 20 years	40%										

		<ul style="list-style-type: none"> • <u>One expert in construction of semiconductor facilities. (5*1=5)</u> • <u>One expert in evaluating overall financial management of the Project cost and financial risk assessment. (5*1= 5)</u> • <u>One expert in legal matters including IP transfer and vetting of technology transfer agreements. (5*1= 5)</u> <p>Scoring criteria as under:</p> <table border="1"> <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>80%</td> </tr> <tr> <td>10 - 15 years</td> <td>60%</td> </tr> <tr> <td>7-10 years</td> <td>40%</td> </tr> </tbody> </table>	Experience duration	Marks	> 20 years	100%	15 - 20 years	80%	10 - 15 years	60%	7-10 years	40%
Experience duration	Marks											
> 20 years	100%											
15 - 20 years	80%											
10 - 15 years	60%											
7-10 years	40%											
Total:		100										

¹ Note: the aforementioned experience refers to the actual engagement duration, not the time span it was distributed across. For instance-

i. If an entity consulted/ managed a project for 2 yrs in 2003-04 and 1 yr in 2021-22, the relevant experience considered would be 3 yrs, not 20 yrs.

ii. If an entity consulted/ managed 2 independent projects for 2 yrs for two different clients in 2003-04 and 1 yr for another client in 2021-22, the relevant experience considered would be 5 yrs, not 20 yrs

Please note that Bidder shall be required to furnish documents/ information (including those applicable as per Annexures to this RFP, previous work orders and assignment completion reports, CVs of the proposed team members including year-wise description of the relevant work experience, etc.) in support of each evaluation parameter for the purpose of validation of the Bids submitted under this RFP. It is important to mention herethat 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** technical evaluation criteria is **50**.

B. Financial Evaluation

Bidders will give financial quote, for professional fee, as a percentage of approved fiscal support agreed by ISM for each Project of any size, as per table given below:

Percentage (%) of approved fiscal support for each Project (In numerals)	Percentage (%) of approved fiscal support for each Project (In words)

Illustrative example:

- For example, Bidder may give financial quote of 0.01% (or any percentage) of approved fiscal support 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 accordingly.
- If ISM has given approval to a Project for an eligible project cost or capex (as applicable) of INR 20,000 crore, for which Project will get fiscal support of INR 10,000 crores, then 0.01% financial quotegiven by Bidder would result in a total fee of INR 1 crore (=10,000*0.01/100) for this Project.

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. Also, payments will be released as per the milestone mentioned in RFP.

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, if required. 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. All existing and potential conflict of interests shall be shared by the PMC after the execution of Agreement between ISM and PMC. The continuity of the scope of work shall be pursuant to the nature of conflict. Conflict of interest shall be tested for each Project before assigning it to the PMC. At the time of assignment of each Project, the PMC would be required to submit a written declaration specifying the status of its conflict of interest with respect to the Project/ related entities including any direct/ indirect association, as the case may be, along with its impact on discharge of the PMC's obligations as stated in the terms of Agreement between ISM and PMC. Decision of ISM in case of real conflict of interest will be considered final.
- ix. In case H1 Bidder shall recuses or is determined to be ineligible after the acceptance of Bid execution of subsequent agreement entered into by the Parties, the next qualified Bidder may be approached for association as per this RFP. 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/ Demand Draft 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 within 21 days of issuance of letter of award and as per the terms of agreement subsequently entered into by the successful Bidder for performing the Services. It is hereby clarified that the PMC is bound to maintain the said performance bank guarantee during the entirety of association of with ISM as mentioned in this RFP failing which ISM shall be entitled to construe the same as breach/ deduct such amount from pending bills of the PMC. The performance bank guarantee may be encashed in case of any breach/ failure/ default/ neglect with respect to the agreed obligations. If the said subsequent agreement is amended, performance bank guarantee of revised value (as communicated by ISM eventually) is required to be furnished by the PMC within 21 days of such amendment.
- 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 i.e. 90 days from the date of this RFP
 - 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. The initial tenure will be 6 years from the issuance of the work order. However, the tenure may be extended based on the requirements of ISM for a period upto 2 years 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	Timeframe for submission (from issuance of instructions)	Payment (in %age of agreed fees) based on milestones [Total amount payable (P) = % quoted in financial bid * Approved fiscal support]
Payment (Part -1) = 50% of P		
Preparedness for implementation		
<ul style="list-style-type: none"> • Submission of Draft FSA 	30 days	<ul style="list-style-type: none"> • 5 % of ‘P’ on finalization of FSA by ISM
<ul style="list-style-type: none"> • Vetting of implementation roadmap (including technological and financial arrangements) • Submission of Risk Mitigation Plan 	30 days	<ul style="list-style-type: none"> • 5% ‘P’ on acceptance of all documents by ISM
Technology Transfer		
<ul style="list-style-type: none"> • Report submission of completion of Technology Transfer process for various products before start of commercial production. 	Completion of Technology Transfer as	5% Post successful technology transfer as per the implementation plan

	declared by ISM	
Production Commencement (Part/Full)		
<ul style="list-style-type: none"> • Cost analysis of the products being manufactured (manufacturing cost, average selling price, market rate) • Analyzing the quality of the products manufactured • Yield achieved vs benchmark • Off-take agreements secured and customer acquisition strategy • Financial analysis vs DPR projections 	Every Quarter from issuance of work order	<p>2.5% proportionally paid based on the production of different products as stated in the implementation plan (Part commissioning/Phase-1)</p> <p>2.5% proportionally paid based on the production of different products as stated in the implementation plan (Full commissioning)</p> <p>Part commissioning and full commissioning for different products will be defined in the implementation plan.</p>
Performance Evaluation		

<ul style="list-style-type: none"> • Quarterly Progress Report: i) Physical & financial progress vis-à-vis the implementation plan ii) Status of procurement and installation of equipment iii) Status of Technology transfer iv) Remarks on Quality Control measures intended to be adopted v) Adequacy of approvals/ registrations/ licenses/ permits taken vi) Evaluation of customer acquisition plan/achievement vii) Estimated date for part/full commissioning of the project viii) Financial and technical viability of the project 	<p>Every 6 months from the issuance of work order</p>	<p>2.5% of 'P' after acceptance of two quarterly reports by ISM (Maximum 10 bi-annual progress report)</p>
<p>ix) Skilling workforce plan, profile of manpower trained and deployed</p>		
<p>Project Completion</p>		
<ul style="list-style-type: none"> • Submissions with specific comments on installed capacity installed vis-a-vis FSA, date of commissioning of full Project, yield achieved, quality of products, offtake agreements, final project cost with details of equipment, construction, utilities, technology transfer, takeaways and key learnings. 	<p>1 month from declaration of the commercial production for the stated capacity</p>	<p>Remaining fee component on finalization of Project completion report (50% of P- amount already released on above components)</p>
<p>Payment (Part -2) = 50% of P, provided fiscal support paid to applicant (of the project assigned) is equal to eligible fiscal support approved for the project)</p>		
<p>Fiscal support disbursement</p>		

<p>Verification of periodic fiscal support claim submitted by the Applicant (of the project assigned) as per implementation plan, certification of reasonableness of rates, recommendation for releasing fiscal support</p>	<p>4 working days</p>	<ul style="list-style-type: none"> • (Half of percentage (%) quoted in financial bid) * (Approved fiscal support released to the Applicant (of the project assigned)) <p>Illustrative example:</p> <p><i>If the fee quoted is 0.1% by the bidder,</i></p> <p><i>For a project of INR 10,000 Cr.</i></p> <p><i>$P=0.1\%*INR\ 10,000\ Cr.=10\ Cr.$</i></p> <p><i>Part-1=50% of 10 Cr.=5 Cr.</i></p> <p><i>Part-2: Max 5 Cr.</i></p> <p><i>If the First installment towards the Project is 200 Cr.</i></p> <p><i>First payment under Part-2 for the PMC will be= $(0.1\% * 200\ Cr.)/2 = INCR\ 0.1Cr.$</i></p>
		<p>The payment to the PMC will be release within 15 days of the disbursements to the project.</p>

**Any modification to the said timelines may be effective provided the same have been mutually agreed by ISM and PMC.*

Note:

- 1. 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 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.*
 - 2. Any payments which are unpaid against the satisfactory work performed by the PMC owing to variation in timelines shall be paid at the completion of the project under the "Remaining fee component"*
- iii. Invoices shall be raised by the PMC at the completion of each milestone 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 or refuse payment 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. However, the PMC shall not be liable if the delay/ failure is attributable to reasons beyond its control (force majeure events)
- vi. ISM reserves the right to accept/ reject/ instruct modifications/ rectification to the Services rendered by the PMC under the terms of the subsequent agreement/ work order issued in the furtherance of this RFP. In case of rejection of the Services, no payments shall be made by ISM. It is also clarified that for rectification made to the Services, ISM shall not be liable to make any additional payments. Further, in the event of part acceptance of Services the payment shall be made only with respect to the work actually performed by the PMC to the satisfaction of ISM.
- vii. The fee in the invoices raised by the PMC should be inclusive of all taxes/ duties/ cess, transaction fees, etc.
- viii. The fee in the invoice submitted by the PMC shall remain absolute, unconditional and shall not be subject to any change once issued.
- ix. The PMC will be liable to pay taxes/ duties/ cess etc. if any applicable, as per law.
- x. 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.
- xi. Any modification/ amendment to fee/ delivery date proposed by the PMC, in furtherance to the change in laws and regulations shall be effective only post mutual agreement between the Parties in writing.
- xii. Notwithstanding the issue of the Completion Certificate and release of final Payment, ISM reserves the right to carry out a post-payment audit and/ or technical examination of the Services and the final bill including all supporting documentation.

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 those for which formats have been attached herewith as Annexures).
- ii. Any clarification or resolution for queries shall be sent to email to ism-dic@gov.in. All the queries would be addressed in the Pre-Bid Meeting.
- iii. The Bidders would be required to furnish documents/ information pertaining to their organization structure along with undertakings or guarantees as and when sought.
- iv. The Bidders undertake to ensure the following with respect to their participation under this RFP:
 - a) Submission of complete and accurate data and updating the modifications to organization structure/ status of the PMC

- b) Conformity to the Eligibility Criteria; terms of the agreement entered into in furtherance of this RFP; applicable laws, rules, standards; etc.
 - c) Availability of requisite authorization, permits, registrations; accessibility to its accurate records, books of accounts or any other relevant documents
 - d) Non-violation of any applicable laws/ rights of ISM or any third persons and exercising due diligence
 - e) Consultants/ Experts/ Agents of PMC not to receive any additional payment apart from what has been agreed between the Parties.
 - f) Return of assets, confidential information, etc. upon termination of association between ISM and PMC
- v. The PMC would be required to enter into a formal agreement with binding legal obligations for rendering Services along with other necessary documentation such as and bank guarantee as per the applicable Government of India norms.
 - vi. Neither this RFP or subsequent agreement with PMC in furtherance of this RFP shall establish any relation of employer/ employee or partnership.
 - vii. Once the agreement in furtherance to this RFP has been signed, no modified provisions shall be applicable unless the ISM suo-moto or, on request from PMC, by written order, amend the contract, at any time during the currency of the said agreement.
 - viii. The value of the Bid amount shall not be changed post submission under any circumstances.
 - ix. 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.
 - x. 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.
 - xi. 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, or failed to perform any obligations agreed between ISM and PMC during the term of the agreement entered into by the Parties, ISM's rights for necessary action stand reserved including but not limited to either/all of the following:
 - (a) cancellation of award of RFP/ agreement and awarding the same to other Qualified Bidder(s);
 - (b) blacklisting the defaulting Bidder from participating in any similar bid process (including the present RFP).
 - (c) forfeiture of the EMD or Performance Guarantee submitted (as the case may be);
 - (d) Requirement of specific performance of due obligations within prescribed timeframe;
 - (e) withholding of any payment due;

- (f) PMC's liability to indemnify for the losses, pay damages to ISM ;
- (g) Recourse to any other remedy available under law.
- xii. 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.
- xiii. The PMC shall be communicated about the acceptance of their Bids via the correspondence details provided by them.
- xiv. The responsibility of the successful Bidder to perform the Services shall commence from the date of notification of award.
- xv. PMC may enter into sub-contract agreements (not more than 25% of the total value of each Project) 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. It is hereby clarified that sub-contracting shall not be allowed with more than 1 sub-contractor.
- xvi. All the Bidders undertake to understand and abide by the terms of this RFP.
- xvii. 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.
- xviii. All communications between the Parties shall be made by the authorized representatives via written communications at the registered address of or email address shared by the Parties.
- xix. Services and deliverables as indicated under this RFP and subsequently Agreement between by ISM and PMC post award of work, shall be restricted for ISM. PMC shall in no manner independently assist any Applicant or entity associated with the Project.
- xx. Under no circumstances shall ISM be accountable for any special, incidental, punitive, exemplary or consequential damages or loss of business profits arising out of or in connection with this RFP or the subsequent agreement in furtherance of this RFP.
- xxi. In case any dispute arises the same shall be resolved amicably between the Parties, however in the event of failure of the same, the matter shall be subject to arbitration under the laws of India with the seat at New Delhi and language of the proceedings in English. Further the Courts of Delhi shall have the exclusive jurisdiction to entertain any disputes arising by the virtue of this RFP. The disputes arising between the Parties post execution of the subsequent agreement in furtherance of this RFP shall be governed as per the provisions of the said agreement.
- xxii. Waiver of right by ISM with respect to this RFP or agreement entered into with PMC in furtherance of this RFP must be in writing.

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 bank guarantee 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: Self-Certification from Project Manager and SMEs

Self-Certification

I (Name) hereby certify that I have been onboarded as a Program Manager/ Subject Matter Expert (Domain) for the (Bidder Name) as mentioned in their bid to RFP No. ISM-19/1/2022-ISM-DIC dated [date of this RFP] (RFP).

I also confirm that the documents/ information representing my work experience and/or qualifications submitted by the (Bidder Name) with respect to their bid to RFP are true, correct and updated.

I understand that any discrepancies or inaccuracies in the aforesaid information/ documents submitted on my behalf may result in liabilities on the (Bidder Name) including those mentioned in the terms & conditions of the RFP.

Annexure-IV: 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/

- 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. 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

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

Signed by ISM

Name:

Name:

Place:

Place:

WITNESSED BY

Name:

Name:

Place:

Place:

Annexure – V: 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

Name:
Place:

WITNESSED BY

Name:
Place:

Signed by ISM

Name:
Place:

Name:
Place:

Annexure – VI: 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/ electronics (independent/ joint) manufacturing consulting/ project management	Experience duration	Max. Marks	Marks Awarded*	
4.	Experience in monitoring/ managing public/ private assignments high value assignments (INR 20,000)	No. of assignments	Max. Marks	Marks Awarded*	
5.	Presentation on approach, methodology & team expertise Understanding of the <u>scope of work & 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*	

<u>SMEs</u> Expert for vetting of process (Semiconductor Packaging)	Experience duration	Max. Marks	Marks Awarded*	
Expert in evaluating the semiconductor equipment cost requirement including refurbished equipment for CMOS/ display manufacturing/ Compound Semiconductors, Discrete, Sensors/ Semiconductor Packaging.	Experience duration	Max. Marks	Marks Awarded*	
Expert in construction of semiconductor facilities.	Experience duration	Max. Marks	Marks Awarded*	
Expert in financial management of the Project 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.*

Annexure – VII: Eligibility Criteria Compliance Undertaking

We hereby undertake that we comply with the Eligibility Criteria as mentioned in the RFP (No. ISM-19/1/2022-ISM-DIC) regarding Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme dated [date of this RFP].

In case it is found at any stage that we failed to comply with the said Eligibility Criteria, ISM has the right to cancel our proposal/ award, forfeit the EMD/ Performance Bank Guarantee submitted, appoint/ engage another Bidder, blacklist us for any similar Bid process, enforce the provision of indemnification against us which may be in addition to ISM's right to any other legal remedy 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: