



Request for Proposal

**Selection of Agency to act as an adviser for Modernization/Commercialization of Semi-Conductor Laboratory, Mohali**

Reference No. W-38/28/2021-IPHW

Dated: 09.09.2022

Government of India

Ministry of Electronics and Information Technology

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## **1. Disclaimer**

The information contained in this request for proposal document dated 09.09.2022 along with its appendices, and includes the Addenda and clarifications (if any) issued by Ministry of Electronics and Information Technology (MeitY) in accordance with the terms hereof (the “RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of Ministry of Electronics and Information Technology( MeitY) or any of its employees or advisers, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by Ministry of Electronics and Information Technology (MeitY) to the prospective applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Ministry of Electronics and Information Technology (MeitY) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFP may not be appropriate for all Persons, and it is not possible for Ministry of Electronics and Information Technology (MeitY), its employees or advisers to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Ministry of Electronics and Information Technology (MeitY) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Ministry of Electronics and Information Technology (MeitY) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this RFP.

Ministry of Electronics and Information Technology (MeitY) may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. No communication in whatever form shall be construed to be a part of, or supersede this RFP unless an Addendum/clarification, in writing, is issued to all applicants by Ministry of Electronics and Information Technology (MeitY).

The issue of this RFP does not imply that Ministry of Electronics and Information Technology (MeitY) is bound to select an applicant or to appoint the selected Applicant, as the case may be, for the Project and Ministry of Electronics and Information Technology (MeitY ) reserves the right to, (a) reject all or any of the Applicants or Proposals and/or (b) modify, cancel or re-issue the RFP, in each case, without assigning any reasons whatsoever and the Applicants or any

other Person will not have any claim against Ministry of Electronics and Information Technology(MeitY) in this regard.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Ministry of Electronics and Information Technology (MeitY) or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the applicant and Ministry of Electronics and Information Technology (MeitY) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process. It is clarified to the Applicants that Ministry of Electronics and Information Technology (MeitY) shall not be responsible, *inter-alia*, for any postal/courier related delays in relation to submission of the Registration Form, Demand Draft (if applicable), Proposal and/or any other information/document required to be submitted by the Applicants.

## **2. Introduction**

The Union Cabinet has approved a comprehensive program for the Development of Semiconductor and Display Manufacturing ecosystem in India on 15.12.2021. Cabinet has also accorded approval of Modernization/Commercialization of Semi-Conductor Laboratory located in Mohali which includes exploration of the possibility for the Joint Venture (JV) of Semi-Conductor Laboratory (SCL) with a commercial fab partner(s) to modernize the brownfield fab facility. The JV shall be constituted after the approval of Union Cabinet. SCL, Mohali with JV Partner and the form of a Joint Venture in the JVA wherein the objectives of the modernization plan are achieved:

- (a) Bring autonomy, accountability and efficiency in manufacturing of advanced technology based Very Large-Scale Integrated Circuits (VLSI) / Compound Semiconductors / Micro Electro Mechanical Systems (MEMS) for global markets.
- (b) Transform SCL into an entity with volume production and profitable assets.
- (c) Develop capabilities for design, fabrication, testing and packaging of wide range of semiconductor products.
- (d) Enhance competitiveness, improve quality and bring cost effectiveness

Semi-Conductor Laboratory (SCL) is registered as a society under Societies Registration Act, 1860 with Society registration certificate taken in FY 2005-06 vide Ref No. 1711. SCL, Mohali is under administrative control of Ministry of Electronics and Information Technology (MeitY) vide Gazette Notification dated 07.02.2022.

The said entity is an Integrated Device Manufacturer which undertakes activities pertaining to design, development, fabrication, assembly & packaging, testing and quality assurance of Silicon CMOS and MEMS Devices for various applications. Presently, SCL has two wafer fabrication lines, i.e., 200 mm wafer line operating in 180nm CMOS technology and 150 mm wafer line for MEMS technology. SCL caters to low volume requirements for various applications.

### 3. Notice Inviting Proposal

- 3.1 Ministry of Electronics and Information Technology (MeitY) invites RFP from Companies / LLPs for the selection of an agency to act as an adviser (for providing transaction and legal services) for the Modernization/Commercialization of SCL, Mohali. The objective of this RFP is to engage an agency for advising MeitY on strategy and various legal and transaction related aspects for modernization and commercialization of SCL by selecting suitable business model and partner.
- 3.2 The Applicant, who is selected by MeitY pursuant to the terms and conditions of the RFP (“Selected Applicant”), shall be required to assist MeitY in Modernization/Commercialization of SCL, Mohali by providing legal and transaction advisory support for developing business transformation strategy, implementation of the said strategy, and selection of a suitable business partner.
- 3.3 Interested Companies/LLP who meet the eligibility criteria may furnish their technical and financial proposals separately with all the necessary documents through post in a sealed envelope. The financial bids of only eligible applicants would be opened.
- 3.4 RFPs must be submitted within 30 days from the date of publication by 16:00 hrs at the following address:
- Joint Secretary,  
Ministry of Electronics and Information Technology  
Electronics Niketan  
6 CGO, Complex, Lodhi Road  
New Delhi – 110003  
Email: [amitesh.iras@gov.in](mailto:amitesh.iras@gov.in)
- 3.5 RFPs submitted by email/telegram/fax etc. shall not be considered. No further correspondence on the subject in this regard will be entertained.
- 3.6 MeitY shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, and all Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in para 4.

### 4. Important Information

Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

S. No.	Information	Details
1.	RFP No. and Date	RFP No. W-38/28/2021-IPHW Date: 09.09.2022
2.	Last date for submission of Request for Proposal (RFP)	10.10.2022

3.	Pre-Bid Meeting	23.09.2022
4.	Opening of responses / RFP	17.10.2022

## 5. About Semi-Conductor Laboratory, Mohali

Semi-Conductor Laboratory is registered as a society under Societies Registration Act, 1860 with Society registration certificate obtained in FY 2005-06 vide Ref No. 1711. SCL, Mohali is under administrative control of Ministry of Electronics and Information Technology w.e.f. 09.02.2022. The latest annual report for SCL for FY 2020-21 can be downloaded from the link: [https://www.scl.gov.in/pdf/pdf\\_document\\_ar\\_bilingual-20-21.pdf](https://www.scl.gov.in/pdf/pdf_document_ar_bilingual-20-21.pdf)

The value of total assets (plant, machinery, land & building, inventory & store spares) of SCL is approximately of Rs. 1600 crore till March 31, 2022.

## 6. Roles and Responsibilities of the Adviser (Transaction and Legal)

The Adviser will be will be required to undertake tasks related to all aspects of the proposed strategic commercialization culminating into successful completion of the transaction. The ambit of the adviser will be comprehensive, which includes, *inter-alia*, business strategy formulation, strategy execution support, advising and assisting MeitY on modalities of modernization/commercialization and ecosystem building, identifying and selecting the suitable business partner for modernization and commercialization.

Roles and Responsibilities of an adviser:

- (a) Baseline current SCL capabilities and business operations through detailed analysis and conducting multiple belief audits with key stakeholders, also helping define, align and shape the visions and aspirations for SCL.
- (b) Understanding the market landscape in India which will help inform prioritized focus areas for SCL. For example, understanding the needs and demands of key focus sectors (e.g., mobile, consumer electronics, automotive, aerospace and defence, industrial, medical, etc). For each of the focus sectors, identifying key categories and technology needs (e.g., which segment of technology node should be prioritized).
- (c) Detailing out a granular strategy, global positioning, and value proposition for SCL which will help shape modernization/ commercialization of SCL. Adviser will help prioritize its focus on key segments and technologies in line with both India's demand needs as well as technical fitness. For example, prioritization of which technology node segment would be the most relevant to build a scalable business based on commercial attractiveness of segment and SCL's "Right to Win". The Adviser will help identify and initiate discussions with key semiconductor focused Venture Capital (VCs) and Private Equity firms.
- (d) Adviser will help set up foundational capabilities which will enable SCL to achieve its aspirations. This will entail, but not be limited to:

- i. Identifying the targets and key success metrics for SCL modernisation which will serve as guidance for capability development.
  - ii. Designing the operating model for sales, research, manufacturing operations, and key interfaces with government, government bodies, private players, and other organizations
  - iii. Defining the organizational structure of SCL to ensure the optimum spans of control and team composition in each function (sales, manufacturing, research, partnerships, support functions)
  - iv. Triangulating the key technical (e.g., technologies needed in line with the overall strategy) and operational requirements (e.g., facility enhancements, manpower, etc.)
  - v. Identifying key talent needs (e.g., number as well as skill set requirements)
- (e) Adviser will also help build a robust business case which will entail detailing out granular Profit & Loss statement projections (5-year) as well Balance Sheet projections
- i. Revenue projections at business unit (manufacturing, research), customer, regional, and technology level
  - ii. Cost of goods sold projections – direct material cost, direct labour cost and manufacturing overheads
  - iii. SG&A cost projections – sales & marketing costs, administrative costs, research costs, and other operating expenses
  - iv. Capital expenditure projections – for new facility setup, R&D, licenses, etc.
  - v. Impact on statement of profit & loss and balance sheet due to new JV structure
- (f) Identifying and finalizing suitable business partner
- i. Develop an attractive investor/ business partner based on the strategy developed
  - ii. Create a shortlist of potential business partners for India investments, alignment to publicly stated strategic priorities, past performance, etc.
  - iii. Prepare for proactive reach-outs and support in roadshows
  - iv. Develop a detailed RFP and evaluation process for business partner and support in the process

## **7. Key Deliverables**

Key deliverables during the assignment includes, but not limited by:

- (a) Creation of an SCL baseline report
  - i. Understanding current capabilities of SCL
  - ii. Understanding current gaps/challenges that exist

- iii. Detailed assessment of technical and operational capabilities compared to industry best practices
  - iv. Detailed assessment of current portfolio of products/services rendered
  - v. Detailed historical financial analysis (including account by account sales and profitability analysis)
  - vi. Understanding of SCL key value proposition and differentiators
- (b) Creation of a comprehensive semiconductor market assessment report, encompassing:
- i. Market size and growth of the Semiconductor market in India in the next 5-years
  - ii. Impact of emerging trends and technologies that are going to disrupt the industry
  - iii. Prioritization rationale for identification of attractive and emerging sectors in the country (based on strong semiconductor needs in the next 5-years)
  - iv. Detailed product and technology needs for each sector
  - v. Detailed Voice of Customer analysis, including buyer needs/demand and pain points, key purchase criteria, influence of market trends on buyer behaviour
  - vi. Detailed competitive landscape highlighting key players in the semiconductor ecosystem, differentiators & value proposition and market positioning
- (c) Creation of a detailed SCL growth strategy report
- i. Outline SCL's vision / mission statement (incl. insights through interviews with key stakeholders, future market trends, customer needs)
  - ii. Growth opportunities, "where-to-play" (based on segment attractiveness, competitive intensity, right-to-win) for SCL (e.g: Industry prioritization within Fab)
  - iii. Identification of prioritized opportunities / big bets to drive scalable growth
  - iv. Sharply articulated value proposition for SCL for each opportunity
  - v. Outline "how-to-win": key capabilities, go-to-market strategies and competitive differentiation required
  - vi. Identification of key potential customers to be prioritized (incl. white spaces)
  - vii. Creation of industrialized collaterals
- (d) Development of Business Plan, Go-to-market strategy and Design of Operating Model, including:
- i. Identification and assessment of top list of potential partners (both Indian and Global) across the semiconductor value chain



- ii. GTM roadmap with clear definition of milestones & timelines (incl. outreach / communication plan, collaterals)
  - iii. Define future ready operating model design in-line with SCL's aspiration / vision
  - iv. Clear demarcation of organisation structure - roles, responsibilities, and governance model
  - v. Create a robust performance management plan (including definition of KPIs)
  - vi. Fire up the talent engine: key hiring needs, craft JDs, identify channels of recruitment
- (e) Strategy Execution Roadmap and Roadmap for Selection of Business Partner:
- i. Create capability build roadmap in line with strategy
  - ii. Detail out investment needed to build capabilities
  - iii. Develop detailed revenue projections across key segments and accounts
  - iv. Identify key investments needed to achieve strategic aspirations in line with strategy
- (f) Prioritised list of potential partners and Outreach
- i. Write an attractive investor narrative for potential business partners and support in roadshows
  - ii. Create a shortlist of potential business partners based on pre-defined criteria
  - iii. Outreach for selection of business partners
- (g) Issuance of Request for Proposal (RFP)
- i. Develop RFP and evaluation criteria for identifying the suitable business partner
  - ii. Issuance of RFP on various platforms
  - iii. Wide Publicity of RFP through various modes and mediums.
- (h) Selection of Business Partner
- i. Identification of business partner for modernization of SCL, Mohali
  - ii. Support business partner selection process
- (i) Successful completion of modernization / commercialization of SCL, Mohali

The selected agency may hire/ onboard suitable global professionals and reputed legal agency for the assignment. The agency shall be solely responsible for all the required final deliverables.

## **8. Eligibility Criteria**

The Applicants are required to satisfy each of the criteria set out below:

- a. Any company under Companies Act 1956 or 2013, Limited Liability Partnership (LLP) which is eligible to work in India under the laws of India (subject to such parties obtaining all statutory approvals from GoI/FIFP/RBI etc. by themselves) shall be eligible to participate in the bidding process
- b. Bidder should be a reputed professional consulting firm having experience of at least 7 years for providing similar advisory services for merger / acquisition / takeover / strategic advisory/ strategic commercialization / due-diligence/ investment attraction. The bidder should have completed at least 3 similar assignments in the last 5 years (01.04.2017 to 31.03.2022).
- c. Bidder should have advised at least one transaction of JV formation/ merger and acquisition / takeover / strategic commercialization / private equity investment transaction of a listed / unlisted company of the size of at least Rs.500 Crore (Rupees Five Hundred Crore Only) or more in last 5 years (i.e. between the period from 01.04.2017 to 31.03.2022). Scope should include support during the process e.g. target/ partner identification & evaluation, strategic due-diligence, design of key terms of reference and negotiations support
- d. Bidder to be an organization with a minimum turnover of more than INR 100 Cr in either of the last 3 years from India operations.
- e. Bidder should not be black-listed by any Central /State Government / Public Sector Undertaking in India as on date of submission of bid.

## **9. Evaluation and Award Criteria**

The method of selection under this RFP is Combined Quality cum Cost Based Selection (CQCCBS). The eligible bidders shall be required to submit a technical and financial proposal which shall be evaluated by Ministry of Electronics and Information Technology (MeitY).

### **9.1. Technical and Financial Evaluation**

- 9.1.1. In this stage, the Technical Proposal will be evaluated on the basis of the bidder's experience, its understanding of the Scope of Work, proposed methodology and work plan and the qualifications and experience of Key Personnel
- 9.1.2. Each proposal will be assigned a score. The maximum score which a bidder can attain is 100 marks.
- 9.1.3. A minimum of 70 marks/Score should be scored in the technical proposal for the bidder to be declared technically qualified. The Financial Bids of only those bidders who have obtained a Technical Score of 70 or more shall be opened.

### **9.2. Technical Evaluation marks scheme**

The technical evaluation shall be in terms of the following parameters and marking scheme:

**Technical Evaluation marks scheme**

#	Parameter	Max. Marks/ Score	Criteria for Technical Evaluation- Technical Score
1	Number of <i>Similar Assignments</i> undertaken in the semiconductor value chain in India as well as globally. The work should exemplify work done with global companies in the semiconductor value chain or similar work done with other countries	10	Provide detailed description of the assignment, including broad scope, activities performed, and impact delivered. Projects will be evaluated on relevance of work  Scoring criteria: ≥3 projects: 10 marks 2 projects: 5 marks 1 project: 3 marks
2	Bidder should have deep understanding of relevant downstream industries (1) mobile (2) consumer electronics, (3) automotive, (4) aerospace and defence, (5) industrial	15	Scoring to be based on the coverage of downstream industries. For each industry:  >3 projects: 3 marks 1 – 3 projects: 1 mark
3	Case study on attracting investments in India in the semiconductor industry	5	Bidder shall showcase a case study of attracting investments in India in the semiconductor value chain. Scoring shall be based on:  (a) Approach and methodology deployed to attract investments in the semiconductor Industry  (b) Quality of the investor outreach  (c) Impact delivered
4	Case study of setting up a new business vertical for an Indian public sector entity (including white space evaluation, developing business case, developing Go-To-Market (GTM) strategy, support in execution, JV/ business partner /vendor identification	5	One detailed case study where the bidder has supported an Indian public sector entity enters into a new business. Case study shall be evaluated on  (a) Approach and methodology

	and on-boarding)		<p>deployed to identify new business, develop business cases, GTM, etc.</p> <p>(b) Impact delivered (like revenues from the new business 3 years after incubation)</p> <p>(c) Elaborate on key partners the agency has worked with, and relevant nature of work done with them</p>
5	Experience with prominent companies in the global semiconductor value chain	5	For each of the company the bidder has worked with in the last 5 years, please provide 1-page description of the client and the work undertaken. Scoring will be on the basis of scale/ size/ presence of the client in semiconductor value chain and the relevance of the work undertaken with the scope of this RFP
6	Adequacy and quality of the proposal in response to the scope of work	40	<p>Evaluation will be based on the quality of the technical submission &amp; presentation along the following:</p> <ul style="list-style-type: none"> <li>• Understanding of the context in which SCL operates, its achievements till date and its growth aspirations for SCL</li> <li>• Understanding of similar organizations globally</li> <li>• Understanding of global and India semiconductor value chain data-driven organizations</li> <li>• Understanding of challenges faced SCL as a public sector organization</li> </ul>

			<p>in the Indian ecosystem</p> <ul style="list-style-type: none"> <li>• Execution approach and methodology</li> <li>• Clarity of deliverables and work-plan</li> <li>• Proprietary databases/toolsets to be deployed by the consultant</li> </ul>
7	<p><u>Experience of the team deployed</u></p> <p>Project Director – 7 marks</p> <p>Project Leader – 3 marks</p> <p>SMEs (2) – 5 marks each</p> <p>The project will require a minimum 3 - member on-ground team (Project Manager and 2 Team Members) plus Project Director and SME on an as-needed basis.</p>	20	<p>Evaluation will be based on the CVs of the personnel submitted as part of the Technical Response – relevant experience and academic qualifications will be taken into account. In addition, interaction with the key personnel – Project Director, Project Manager, SMEs, including legal expert(s) – during the bid presentation will be used for evaluation</p> <p>Marking criteria:</p> <ul style="list-style-type: none"> <li>• Relevance of Profile, experience and fitment to role: 50%</li> <li>• Participation &amp; contribution to the technical presentation: 50%</li> </ul>
<b>Total</b>		<b>100</b>	

Similar Assignment is project including one or more of the following: strategic assessment of semiconductor value chain, growth strategy for a semiconductor company, strategic/commercial due diligence for acquisition/ investment in semiconductor space. Assignment should have been undertaken in the last 5 years.

Self-Certified Documentary Evidence to be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify the projects if the firm has done assignments based on Non-Disclosure Agreements and cannot share the contract /

work-order. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance

**Team and Key experts**

<p>Project Director</p>	<p>Minimum requirements:</p> <ul style="list-style-type: none"> <li>• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management</li> <li>• Minimum of 15 years of experience with increasing levels of responsibility</li> <li>• Should have experience of working in Indian or global public sector</li> <li>• Should have experience of working in the area of (i) growth strategy and governance (ii) new business set-up (iii) JV/ partnerships (iv) commercialization and disinvestment</li> </ul>
<p>Project Manager</p>	<p>Minimum requirements:</p> <ul style="list-style-type: none"> <li>• Should have relevant full-time postgraduate qualification in Management</li> <li>• Must possess a minimum of 5 years of experience, with increasing levels of responsibility</li> <li>• Should have experience in business case/model development, Operating Model design, Growth Strategy</li> <li>• Public sector experience in desirable</li> </ul>
<p>Subject Matter Experts</p>	<p>Following SMEs will be evaluated</p> <ul style="list-style-type: none"> <li>• Semiconductor expert</li> <li>• New business build/ commercialization/ due-diligence expert</li> </ul> <p>Minimum requirement</p> <ul style="list-style-type: none"> <li>• All Subject Matter Experts (SMEs) proposed by the bidder should have an undergraduate degree and experience in relevant fields and a minimum work experience of 10 years</li> <li>• All Subject Matter Experts (SMEs) should be on the bidder’s payroll at the time of submission of the bid</li> </ul>

	<ul style="list-style-type: none"> <li>• Semiconductor expert should have global experience</li> <li>• Legal expert</li> </ul>
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**9.3. Financial Evaluation marks scheme**

In this stage, the financial evaluation of the proposal will be carried out of the bidders who qualify in the technical evaluation after determining whether the Financial Proposals are complete, unqualified and unconditional.

The Financial bids shall be ranked and evaluated on the basis of the Contract Price quoted by the bidders. The bidder shall have to quote as per the financial template given in table below:

	<b>Cost of ‘Y’ (in INR) Y as defined in Section 13 and 14, payment Schedule of this RFP</b>
In numerals	
In words	

Note: ‘Y’ is to be quoted exclusive of applicable taxes. Taxes will be paid extra as applicable.

The Contract price shall be all inclusive such as any stationery, telephone expenses, infrastructure requirements such as laptops, data cards, etc. as may be required by any of the resources deployed. Cost of domestic visits (if any) has to be borne by the bidder.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.

The payment shall be made on an as per actual basis for the ‘Y’ component.

**9.4. Bid evaluation and Award of Work**

Tender Evaluation committee constituted by MeitY shall evaluate the bids.

The decision of the Tender Evaluation Committee in the evaluation of the Technical (including Pre-Qualification) and financial bids shall be final.

All the bidders who meet the minimum qualifying criteria during technical evaluation as prescribed above will be considered for opening of the financial bids. Bidders whose proposals will not meet the technical evaluation criteria or were found non-responsive to RFP will be notified as rejected and their financial proposals will be returned unopened after completing the selection process.

The marks scored by the short-listed bidders in the technical evaluation will be normalized and then be given weightage of 80. Similarly, the financial bids of the shortlisted bidders will be

given a weightage of 20. The combined score based on Quality cum Cost Based System (QCBS) of technical and financial bids will determine as H1, H2, H3 and so on.

Proposals will be ranked according to their combined technical Scores (St) (as indicated in Clause 9.2) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) using the formula mentioned below:

$$S = St \times T\% + Sf \times F\%$$

#### **Normalization process for technical scores:**

The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:

[ $St = 100 \times T/Tm$ , in which St is the technical score, Tm is the highest technical score, and T is the technical score of bidders under consideration].

Calculation of Financial Score: The financial score of each bidder will be calculated through a normalization process where the lowest bidder will be taken as 100 and scores of all other bidders are normalized against the lowest Bidder.

[ $Sf = 100 \times Fm/F$  which Sf is the financial score, Fm is the lowest financial score, and F is the financial bid value of the bidder under consideration].

Calculation of Technical Score: The technical score of each bidder will be calculated as per the parameters mentioned in Clause 9.2.

The firm achieving the highest combined technical/ financial score will be H1 Bidder and will be invited for negotiations for the purpose of scope of this RFP. In the event of conflict of interest, H1 bidder shall recuse and the case shall be allotted to the H2 bidder. If the situation so arises that both the bidders have worked for the applicant at some stage in any capacity both the bidders will recuse from the assignment and the assignment would be undertaken by engaging H3 Bidder.

In case of a tie in H1, H2, H3 positions, the bidder who has a higher technical score will be selected.

#### **10. Submission of RFP**

The proposal shall be submitted through online on CPP Portal for eligibility / technical evaluation and financial evaluation. The cover should be superscripted as “RFP – Selection of an agency for adviser for Modernisation/Commercialization of SCL, Mohali under the Ministry of Electronics and Information Technology (MeitY)” and **RFP No. W-38/28/2021-IPHW dated 09.09.2022.**

- Applicants shall enclose supporting proofs and documents as will be necessary to prove eligibility as per Para 8 to be considered for the award of work.
- No overwriting / changes are allowed in submitted RFP documents.



## 11. Queries

All queries may be sent to the following officer of Ministry of Electronics and Information Technology by post, or email on or before 19.09.2022.

Joint Secretary,  
 Ministry of Electronics and Information Technology  
 Electronics Niketan  
 6 CGO, Complex, Lodhi Road  
 New Delhi – 110003  
 Email: amitesh.iras@gov.in

All queries / clarifications from the Applicants, related to this RFP, must be directed in writing. Queries received after the due date shall not be entertained.

The preferred mode of delivering questions is through email. Telephonic responses, if sought for, shall not be treated as valid responses. The queries by the applicants shall be raised in the following format:

S. No.	Page	Clause of the RFP	Clarification required

All the queries would be addressed in Pre-Bid Meeting.

## 12. Duration of Contract

The duration of the contract will be valid till the completion of modernization / commercialization of SCL, Mohali or 2 years whichever is earlier.

## 13. Payment Terms

13.1. The fee to the selected Bidder shall be paid in Indian Rupees after successful completion of the aforesaid transaction in the following manner:

#	Key deliverables	Timeline	Fee (% of total fee)
1.	Creation of an SCL Baseline Report	T0 + 2 Months	20%
2.	Comprehensive Semiconductor market assessment report		
3.	SCL growth strategy report		
4.	Development of Business Plan, Go-to-market strategy and Design of Operating		

	Model		
5.	Strategy Execution Roadmap and Roadmap for Selection of Business Partner		
6.	Prioritised list of potential partners and Outreach		
7.	Issuance of RFP	T0 + 3 Months	20%
8.	Selection of Business Partner	T0 + 9 Months	30%
9.	Successful completion of modernization / commercialization of SCL, Mohali	T0 + 24 Months	30%

*Note: T0 is the time of signing of agreement between the selected agency and MeitY.*

13.2. The Bidder is required to quote Transaction fee as a Lump sum amount in the multiples of Re.1.

13.3. The fee quoted should be inclusive of all duties and expenses but excluding GST.

13.4. The Fee quoted by the bidder shall remain FIRM till successful completion of transaction. The fee quoted should be unconditional.

13.5. The Bidders will be liable to pay taxes/ duties/cess etc., if any applicable as per prevailing law at their end.

#### **14. Expenses of Parties**

14.1. In performing its services, selected bidder/agency shall bear the following expenses:

- (a) All fees and expenses related to external professionals appointed by agency;
- (b) All out of pocket, travelling/hotel and other cost, charges and expenses incurred by agency or its officers, employees or agents in connection with performing any services save and except Clause 14.2 which shall be borne by MeitY
- (c) The parties shall bear the cost of their respective telephone calls, facsimile transmission, computer related hardware/software, couriers, dispatches and postage.

14.2. MeitY shall bear the following expenses:

- (a) All advertisement and printing expenses relating to the services, if any.
- (b) Costs related to domestic/ global roadshows, if any.

#### **15. General Instruction to Bidders**

15.1. Verification and Disqualification

15.1.1. MeitY reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP and the Applicant shall, when so

required by MeitY, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by MeitY shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of MeitY thereunder.

15.1.2. MeitY reserves the right to reject any proposal and appropriate the proposal security if:

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

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

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

15.1.4. In case it is found during the evaluation or at any time before signing of the letter of award or after its execution and during the period of subsistence thereof, that one or more of the Minimum Eligibility Criteria have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, such Applicant shall be disqualified forthwith. Notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by MeitY to the Selected Applicant without MeitY being liable in any manner whatsoever to the Selected Applicant, as the case may be. In such an event, MeitY shall be entitled to forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy which MeitY may have under this RFP.

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

15.1.6. In the event that only a single proposal is received pursuant to the RFP process or if only one applicant is found to satisfy the Minimum Eligibility Criteria, MeitY, reserves the right to:

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

15.1.7. The appointed agency shall be solely responsible for all the required final deliverables.

## **16. Important Terms and Conditions**

### **16.1. RFP Preparation and cost related Issues**

The Applicant agency/organization shall bear all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in preparation of proposal, participation in meetings / discussions. MeitY will not be responsible or liable for these costs, regardless of the conduct or outcome of the RFP evaluation process.

This RFP does not commit MeitY to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.

All materials submitted by the Applicants will become the property of MeitY and may be returned completely at its sole discretion.

### **16.2. Responses to pre-submission queries & issue of corrigendum**

Based on the response to the RFP, queries from interested parties would be taken to clarify / amend the scope, if required. After publication of the RFP, the contact person notified by MeitY will accept written questions from the applicants. MeitY will endeavour to provide timely response to all queries. However, MeitY makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MeitY undertake to answer all the queries that have been posed by the applicants.

16.2.1. At any time prior to the last date for receipt of RFP, MeitY may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by a corrigendum.

16.2.2. The corrigendum (if any) shall be posted online at <https://meity.gov.in/> and CPP Portal.

16.2.3. Any such corrigendum shall be deemed to be incorporated into this RFP.

16.2.4. In order to provide prospective applicants reasonable time for taking the corrigendum into account, MeitY may, at its discretion, extend the last date for the receipt of RFP proposals which shall again be notified online through MeitY website <https://meity.gov.in/> and CPP Portal.

16.2.5. The selected agency shall be required to enter into a Non-Disclosure Agreement (NDA) and Agreement with MeitY. A draft NDA is at Annexure III for reference. Agreement between parties shall be finalised after selection of the agency.

### **16.3. Performance Bank Guarantee (PBG)**

16.3.1. Within 15 days after intimation of selection, the selected firms shall have to submit a Performance Bank Guarantee equivalent to 3% of the project cost in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Commercial Indian Bank and valid for 3 years and any applicable extension periods as may be mutually accepted.

16.3.2. The Proposal Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to Ministry of Electronics and Information Technology under the RFP or otherwise, if

- (a) An Applicant submits a non-responsive Proposal;
- (b) An Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- (c) An Applicant withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by mutual consent of the respective Applicant(s) and Ministry of Electronics and Information Technology;
- (d) the Selected Applicant fails within the specified time limit:
  - (i) to sign and return the duplicate copy of LOA; or
  - (ii) to furnish the Performance Security within the period prescribed hereunder.

16.3.3. Bank Guarantee shall be returned within three months from the date of successful completion of the assignment, as approved by MeitY.

#### 16.4. **Earnest Money Deposit**

16.4.1. Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only), in the form of Bank Guarantee or Demand Draft issued by any commercialized bank in favour of “Pay and Accounts Officer, Ministry of Electronics and Information Technology” payable at New Delhi, and should be valid for at least three months from the due date of the RFP.

16.4.2. EMD of all unsuccessful bidders would be returned by MeitY 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.

16.4.3. The EMD amount is interest free and will be returned to the unsuccessful bidders without interest.

16.4.4. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

16.4.5. The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

**Annexure-I**

**(Covering Letter on Letterhead duly signed by Authorized signatory)**

<Location, Date>

To,

Joint Secretary,

Ministry of Electronics & Information Technology,

Electronics Niketan, 6 CGO Complex, Lodi Road, New Delhi – 110 003

**Kind Attn. – Joint Secretary, Ministry of Electronics and Information Technology  
(Ministry of Electronics and Information Technology)**

Dear Sir / Madam,

We, the undersigned, offer to act as Adviser for modernization/commercialization of SCL, Mohali.

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 during the project.

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**

**(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 / work order document, we will be suspended for the period of time specified in the RFP document from being eligible to submit the RFP for contracts with the entity that invited the proposal.

<Signature of the authorized signatory with seal>

<Name>

<Designation>

<Name of the Organization>

<Phone & E-mail>

Place:

Date

**Annexure-III**

**Draft NDA**

This Non-Disclosure Agreement (“Agreement”) is made effective from this day of [month year] between [agency name] having office at [address of agency] and Ministry of Electronics and Information Technology, having office at Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi - 110003 (“Client”).

(Client and [agency name] shall be individually referred to hereinafter as a “Party” and collectively as the “Parties”)

WHEREAS, the Client has appointed [agency name] for rendering < consultancy> services at < Ministry of Electronics and Information Technology, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi – 110003> during the period commencing from to < ddmmyyyy>

WHEREAS, the parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed to each other for the aforesaid purposes. NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. It is hereby agreed that the discretion applied at the time of disclosure would provide the best protection of Confidential Information of either Party. Accordingly, a Disclosing Party shall ensure that only those Confidential Information which serve the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the recipient’s end.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of the Disclosing Party’s Confidential Information.
3. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of “Confidential” or other similar designation manifesting intent that the information is confidential (“Confidential Information”).
4. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:
  - a. is independently developed by the Recipient; or
  - b. is rightfully received free of restriction from another source having the right to so furnish such information; or
  - c. has become generally available to the public; or
  - d. at the time of disclosure to the Recipient was rightfully known to such party or



- e. its affiliated companies free of restriction as evidenced by documentation in its possessions; or e. the non-Disclosing Party agrees in writing to be free of such restrictions; or
  - f. is required to be furnished to any authority, department, office or body by a decree, order or authorization of law
5. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party’s prior written consent, other than to [agency name] subcontractors and to each other’s employees on a need-to know basis.
  6. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipients determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.
  7. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.
  8. The term of this Agreement shall be xxxx from the date of its execution by both Parties. Both the parties shall jointly review this Agreement after end of xxxx and shall extend it for xxxxx at a time if mutually agreed upon by both the parties
  9. The authorised representatives from [agency name] side shall be –
    - a. <xx>
  10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.
  11. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorised officers or representatives.
  12. The Parties agree that the laws of India, other than its conflict of law provisions, shall apply in any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

For and on behalf of	For and on behalf of
Sig.:	Sig.:
Name:	Name:
Title:	Title:
Place:	Place:

Witness:

Signature:

Name:

Title:

**Annexure-IV**

**Proforma for Bank Guarantee towards Performance Security (From Any commercial bank)**

This Deed of Guarantee executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012 at by \_\_\_\_\_ (from any commercial bank), having its Head Office/Registered Office at \_\_\_\_\_ and, *inter-alia*, a Branch Office at \_\_\_\_\_ (hereinafter referred to as the Bank. or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns)

**In favor of**

Ministry of Electronics and Information Technology, Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi-110003(MeitY).

**WHEREAS**

- A. [.....], a company within the meaning of the Companies Act, 1956 and having its Registered Office at [ ] (herein after referred to as "the Consultant", which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) has been awarded the contract for Selection of an agency for providing transaction and legal services for Modernisation/Commercialization of SCL, Mohali;
- B. In terms of clause of the said Agreement, the Consultant has to provide a Performance Guarantee for an amount equivalent to ----- of the Bid Price in the format specified.
- C. At the request of the Agency, the Guarantor has agreed to provide this guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Vendor of its obligations under the said contract during the implementation period.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS**

- A. The Guarantor hereby irrevocably guarantees the due and punctual performance by the Consultant of all its obligation under the said Agreement during the implementation period;
- B. B. The Guarantor shall, without demur, pay to MeitY sums not exceeding in aggregate Rs. (Rupees) within five (5) calendar days of receipt of a written demand thereof from MeitY stating that the Contractor has failed to meet its performance obligations under the said contract during the implementation period. The Guarantor shall have not to go into the

veracity of any breach or failure on the part of the Consultant or validity of the demand so made by MeitY and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Vendor 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;

- C. 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 MeitY. 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 Performance Guarantee;
- D. The Guarantor shall also indemnify and keep MeitY indemnified against all losses, damages, costs, charges claims and expenses whatsoever which MeitY may suffer, pay or incur by reason of or in connection with any default on the part of the Vendor, including legal proceedings taken against the said Consultant and/or the Guarantor for the recovery of the monies referred to above;
- E. The Guarantor hereby agrees that without the concurrence of the Guarantor, MeitY and the Consultant shall be at liberty to vary, alter or modify the terms and conditions of the contract executed by the MeitY with the Consultant, and in particular to defer, postpone or revise the payment schedule under the contract, modify the work at site and payment of interest or other monies under the contract on such terms and conditions as maybe considered necessary by MeitY;
- F. 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;
- G. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument executed or to be executed by the Consultant in favour of MeitY may at the time when the proceedings are taken against the Guarantor of this guarantee be outstanding or unrealized or lost. In order to give effect to this Guarantee, MeitY shall be entitled to treat the Guarantor as the principal debtor
- H. This Guarantee shall be irrevocable and shall remain in full force and effect until unless discharged/released earlier by MeitY in accordance with the provisions of the said contract. The Guarantor's liability in aggregate shall be limited to a sum of Rs. (Rupees only);
- I. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant/the Guarantor or any absorption, merger or amalgamation of the Consultant/the Guarantor with any other person;

Selection of agency for an adviser for modernization/commercialization of SCL, Mohali

J. 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\_\_\_\_\_

All future correspondence with reference to this Guarantee shall be made to .....(Bank Name and Address).

The jurisdiction in relation to this Guarantee shall be the Courts at New Delhi and Indian Law shall be applicable.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by\_\_\_\_\_ Bank by the hand of\_\_\_\_\_, its\_\_\_\_\_ and authorized official.