



Request for Proposal **SELECTION OF CONSULTING FIRM**

For 3rd party appraisal of Detailed Project Reports received by Client for setting up Semiconductor Wafer Fabrication manufacturing facilities In India

Ref No: 28(8)/2013-IPHW

December 12, 2014

**Client:
Government of India
Ministry of Communications and Information Technology
Department of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex,
Lodhi Road, New Delhi-110003**

Country: India

S. No.	Particular	Details
1.	Issue date of RFP document	12.12.2014
2.	Last date for Submission of Queries	19.12.2014 by 03:00 P.M.
3.	Pre-Bid Meeting	22.12.2014; 04:00 P.M.
4.	Issue of Corrigendum/Clarifications	29.12.2014
5.	Last date and time for proposal Submission	27.01.2015; 03:00 P.M.
6.	Date and time for opening of Technical bids	27.01.2015 03:30 P.M.
7.	Date and time for opening of Commercial bids	02.02.2015 03:00 P.M.

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1 Fact Sheet

Clause Reference	Details
A. General	
<u>Applicable Law:</u>	
The applicable law shall be the laws and any other instruments having the force of law in India.	
<u>Name of the assignment:</u>	
Consulting services for 3 rd party appraisal of Detailed Project Reports received by Client for setting up Semiconductor Wafer Fabrication manufacturing facilities In India	
<u>Name of the Client:</u>	
Department of Electronics and Information Technology (DeitY) Ministry of Communications and Information Technology Government of India Electronics Niketan 6, CGO Complex, Lodhi Road New Delhi India – 110003	
<u>Consortium:</u>	
For the purposes of this RFP, consortiums are allowed. The bidders may also sub-contract part of the work. The lead bidder in the consortium shall be solely responsible for delivery of services envisaged under this RFP.	
<u>Currency to be used in Financial Proposal:</u>	
The Financial Proposal should state all figures in the Client’s country currency (local currency), i.e. Indian Rupee (INR)	
Section 3.9	The method of selection is: Combined Quality cum Cost Based Selection (CQCCBS) [Technical: Financial = 70:30]
B. Preparation of Proposals	
<u>RFP Document Fees:</u>	
Section 3.4.2	The Consulting Firms have to pay the non-refundable document Fee of Rs. 5000/- (Rupees Five Thousand Only) by Demand Draft in favor of “ Pay and Accounts Officer, Department of Electronics and Information Technology ” and payable at New Delhi from any of the scheduled commercial bank along with

Clause Reference	Details																
	the proposal.																
Section 3.4.3	Earnest Money Deposit of amount Rs. 2,00,000/- (Rupees Two Lakhs only) by Demand Draft in favor of “Pay and Accounts Officer, Department of Electronics and Information Technology” and payable at New Delhi from any of the Scheduled Commercial Bank OR Bank Guarantee as per format provided in Appendix 1 (Form 3) and should be valid for six months from the due date of the RFP.																
Section 3.13	Procurement is for services linked to DELIVERABLES																
Section 3.3	<p><u>Pre-Bid meeting</u></p> <p>A pre-Bid meeting (pre-proposal conference) will be held on 22.12.2014 at 04:00 P.M. in Conference Hall No. 4009, Electronics Niketan, DeitY, 6, CGO Complex, Lodhi Road, New Delhi.</p> <p>The name, address, and telephone numbers of the Nodal Officer is:</p> <p style="padding-left: 40px;">Mr. S. K. Marwaha Scientist ‘F’ Department of Electronics and Information Technology Electronics Niketan 6, CGO Complex, Lodhi Road New Delhi Tel.: 24365940, 24301278 Fax: 24363079 Email: smarwah@deity.gov.in</p> <p>All the queries should be received on or before 19.12.2014 by 03:00 P.M. either through post, fax or email.</p> <p>The queries should necessarily be submitted in the following format:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S. No.</th> <th style="width: 40%;">RFP Document Reference(s) (Section & Page Number(s))</th> <th style="width: 30%;">Content of RFP requiring Clarification(s)</th> <th style="width: 20%;">Points for Clarification</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	1.				2.				3.			
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1.																	
2.																	
3.																	
Section 3.6.2	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English</p>																

Clause Reference	Details
	All correspondence exchange shall be in English language only.
Section 3.14	<p><u>Taxes:</u></p> <p>The bid price should be inclusive of all applicable taxes and out-of-pocket expenses (in INR). The bidder is required to make a reasonable estimate of the same and factor in the bid price. Any change in taxation rates would not be made good by DeitY and would have to be borne in full by the selected consultant.</p>
Section 3.8.2	<p><u>Proposal Validity:</u></p> <p>Proposals must remain valid for 90 days after the submission date.</p>
Section 3.7	<p><u>Deviations</u></p> <p>The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed that to withdraw the deviation submitted. The Proposal Evaluation Committee would evaluate and classify them as “material deviation” or “non-material deviation“. In case of any material deviations, the Committee would be entitled to reject the bid. However, the decision of the Proposal Evaluation Committee in this regard would be final and no negotiations are envisaged for the same.</p>
C. Submission, Opening and Evaluation	
<p>Proposal Documents to be submitted</p> <p>Section 3.4.4.</p>	<p>The Consultant must submit:</p> <ul style="list-style-type: none"> • Response to Pre-Qualification Criteria and Technical Proposal : (1 Original + 1 Copy +1CD) in first envelope • Document fees in the form of Demand Draft in the second envelope • Commercial/ Financial Proposal - (1 Original; sealed) in third envelope <p>Note: Technical Proposal shall not include any financial information. A technical proposal containing financial information shall be declared non-responsive.</p>
<p>Proposal submission date, time and address</p> <p>Section</p>	<p>Proposals must be submitted no later than the following date and time:</p> <p>27.01.2015; 03:00 P.M.</p> <p>The proposal submission address is:</p>

Clause Reference	Details
3.6.3	<p>Shri S. K. Marwaha Scientist 'F' Department of Electronics and Information Technology Electronics Niketan 6, CGO Complex, Lodhi Road New Delhi Tel.: +91-11-24365940, +91-11-24301278 Fax: +91-11-24363079 Email: smarwah@deity.gov.in</p>
Response to Pre- Qualification Criteria and Technical Proposal opening	<p>Opening of proposals shall take place on 27.01.2015; 03:30 P.M. at Conference Room No. 4009, Department of Electronics and Information Technology, Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi.</p>
Technical Evaluation Process Section 3.8	<p>DeitY will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by DeitY shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.</p>
D. Award of Contract	
Section 3.10	<p>DeitY will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined in the RFP.</p> <p>The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, DeitY will notify each unsuccessful bidder and return their EMD.</p>
Section 3.10.4	<p>Performance Guarantee</p> <p>DeitY will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the</p>

Clause Reference	Details
	total cost of ownership. 'Total cost of ownership' would be defined as the total contract value of the engagement of the consulting firm arising out of this RFP. The Performance Guarantee should be valid for a period of at least six months. The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

2 Background Information

- a) The Union Cabinet has approved setting up of two Semiconductor Wafer Fabrication (FAB) Manufacturing Facilities in India. These FAB units are to be set up by two business consortia, with the following broad project parameters:
- *M/s Jaiprakash Associates Limited (with IBM, USA and Tower Semiconductor Limited, Israel as partners)*
[Technology: 90/65/45/28 nm, Capacity: 40,000 WSPM, Location: Yamuna Expressway, Uttar Pradesh, India]
 - *M/s HSMC Technologies India Pvt Ltd (with ST Microelectronics and Silterra Malaysia Sdn Bhd as partners.*
[Technology: 90/65/45/28/22 nm, Capacity: 40,000 WSPM, Location: Prantij, Gujarat]
- b) The following main incentives will be extended by Government of India to two consortia:
- 25% subsidy on capital expenditure and tax reimbursement as admissible under Modified Special Incentive Package Scheme (M-SIPS) Policy.
 - Exemption of Basic Customs Duty (BCD) for non-covered capital items.
 - 200% deduction on expenditure on R&D as admissible under Section 35(2AB) of the Income Tax (IT) Act.
 - Investment linked deductions under Section 35AD of the IT Act.
 - Interest free loan of approx. Rs 5124 crore each. (Exact amount to be calculated on appraisal of Detailed Project Report)
- c) An Empowered Committee (EC), which had been set up by the Cabinet, has been authorized to take all decisions and actions in furtherance to the Cabinet decision.
- d) In this regard, DeitY proposes to engage the services of a reputed consulting firm for appraisal of the Detailed Project Reports (DPRs) received from the applicants for setting up of Semiconductor Wafer FAB facilities in India. The selected consultant shall also be responsible for other support to EC as may be deemed appropriate or required from time to time, till the conclusion of final agreements with the consortia.
- e) The Department of Electronics and Information Technology (DeitY), Government of India (GoI) invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Consulting firms (“Bidders”) for the provision of the consulting services as described in Section 3.14 of this RFP, “Scope of Work” (“the Services”). DeitY is the Nodal Agency for this public procurement.

- f) Any contract that may result from this public procurement competition will be issued for a term of four months (“the Term”) or till execution of final agreements with the consortia, whichever is later.
- g) DeitY reserves the right to extend the Term for a period or periods of up to three years (thirty six months, in batches of three months each) with a maximum of twelve such extensions on the same terms and conditions. Post commissioning, the services of the selected Agency may be considered to be continued by DeitY, depending on the performance of the Agency and the project requirement.
- h) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

3 Instructions to the Bidders

3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the quantum of support required.
- b) All information supplied by Bidders may be treated as contractually binding on them, on successful award of the assignment by DeitY on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of DeitY. Any notification of preferred bidder status by DeitY shall not give rise to any enforceable rights on the Bidder. DeitY may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of DeitY.

3.2 Compliant Proposals/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out in this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

3.3 Pre-Bid Meeting & Clarifications

3.3.1 Bidders Queries

- a. DeitY shall hold a pre-bid meeting with the prospective bidders on **22.12.2014 at 04:00 P.M. in Conference Hall No. 4009, Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi.**
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach

S. K. Marwaha
Scientist 'F'
Department of Electronics and Information Technology
Electronics Niketan; 6, CGO Complex, Lodhi Road
New Delhi
Tel.: +91-11-24365940, +91-11-24301278
Fax: +91-11-24363079
Email: smarwah@deity.gov.in
by email **on or before 19.12.2014 by 03:00 P.M.**

c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification
1.			
2.			
3.			

d. DeitY shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time may not be entertained by the Nodal Agency.

3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by DeitY will endeavor to provide timely response to all queries. However, DeitY makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DeitY undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, DeitY may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all participants of the pre-bid meeting.
- d. Any such corrigendum shall be deemed to be incorporated in this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DeitY may, at its sole discretion, extend the last date for the receipt of Proposals.

3.4 Key Requirements of the Bid

3.4.1 Right to Terminate the Process

- a. DeitY may terminate the RFP process at any time and without assigning any reason. DeitY makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by DeitY. The bidder's participation in this process may result in DeitY selecting the bidder to engage towards execution of the contract.

3.4.2 RFP Document Fees

The Consulting Firms have to pay the **non-refundable document Fee of Rs. 5000/- (Rupees Five Thousand Only)** by Demand Draft in favour of “Pay and Accounts Officer, Department of Electronics and Information Technology” and payable at New Delhi from any of the scheduled commercial bank along with the proposal.

3.4.3 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, **EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only)**, in the form of a Demand Draft OR Bank Guarantee (in the format specified in Appendix 1: Form 3) issued by any scheduled commercial bank in favor of “Pay and Accounts Officer, Department of Electronics and Information Technology” payable at New Delhi, and should be valid for at least six months from the due date of the RFP.
- b. EMD of all unsuccessful bidders would be refunded by DeitY within thirty working days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix3.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without interest.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. 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.

3.4.4 Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Response to Pre-Qualification Criteria and Technical Proposal: (1 Original + 1 Copy +1CD) in first envelope
 - Document fees through DD + EMD in the second envelope
 - Commercial Proposal - (1 Original) in third envelope
- b. The Response to Pre-Qualification criteria and Technical Proposal, DD towards Document fees & EMD and Commercial Proposal(As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "*Pre-Qualification and Technical Proposal*", "*Document Fees*" and "*Commercial Proposal*" respectively. **Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.**
- c. **Please Note that Prices should not be indicated in the Pre-Qualification and Technical Proposal but should only be indicated in the Commercial Proposal.**
- d. The three envelopes containing copies of Pre-qualification and Technical Proposal, DD towards Document fees & EMD and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for providing 3rd party appraisal of Detailed Project Reports received by Client for setting up Semiconductor Wafer Fabrication manufacturing facilities In India –28(8)/2013-IPHW and the wordings **"DO NOT OPEN BEFORE 27.01.2015; 03:30 P.M."**.
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. An authorized representative of the Consultant and its Consortium Partner (if applicable) shall sign all pages of the bid including the duplicate copies of both Technical Proposal and Financial Proposal so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

- i. A Proposal submitted by a Joint Venture/Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- j. In case of any discrepancy observed by DeitY in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- k. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by DeitY in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

3.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney or Notarized copy of board resolution in the name of the signatory of the Proposal.

The Consultant [including the individual members (Sub-consultants, Key Experts and Non-Key Experts) of any Joint Venture or Consortium] shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

3.6 Preparation and submission of Proposal

3.6.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DeitY to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. DeitY will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.6.2 Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be in English language only.

3.6.3 Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to DeitY at the address specified below:

Addressed To	Mr. S. K. Marwaha; Scientist 'F'
Name	Department of Electronics and Information Technology
Address	Electronics Niketan, 6 CGO Complex; Lodhi Road, New Delhi, India-110003
Telephone	+91-11-24365940, +91-11-24301278
Fax Nos.	+91-11-24363079
Email ids	smarwah@deity.gov.in
Last Date & Time of Submission	27.01.2015; 03:00 P.M.

3.6.4 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. DeitY shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. DeitY reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.7 Deviations

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed that to withdraw the deviation submitted.

The Proposal Evaluation Committee would evaluate and classify them as “material deviation” or “non material deviation“. In case of any material deviations, the Committee would be entitled to reject the bid.

Note: It would be the sole prerogative of the Proposal Evaluation Committee to determine whether any deviation is ‘material’ or ‘non material’. For guidance purposes, a ‘material’ deviation would be one due to which, in view of the Proposal Evaluation Committee, the capability of the consultant to deliver the project successfully may be compromised OR the Committee is rendered unable to evaluate the bid in full. Illustrative examples of material deviation are given below:

- Non provision of resource against a profile requirement
- Non-compliance with the documentation requirements
- Project citations provided do not match the supporting documents provided

However, the decision of the Proposal Evaluation Committee in this regard would be final and no negotiations are envisaged for the same.

3.8 Evaluation process

- a. DeitY will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by DeitY shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may fix meetings with the Bidders to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.8.1 Tender Opening

The Proposals submitted up to **03:00 P.M. on 27.01.2015** will be opened at **03:00 P.M. on 02.02.2015** (financial proposals) by Shri S. K. Marwaha, Scientist 'F', DeitY or any other officer authorized by DeitY, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

3.8.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender.

3.8.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals;
 - Are not submitted in formats as specified in the RFP document

- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

b. All responsive Bids will be considered for further processing as below.

DeitY will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

3.8.4 Consortiums

For the purposes of this RFP, consortiums are allowed. The bidders may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants. The bidders may also sub-contract part of the work. The lead bidder in the consortium shall be solely responsible for delivery of services envisaged under this RFP.

3.9 Criteria for Evaluation

3.9.1 Pre-Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The lead bidder and the consortium partner, if any, should be a registered company either in India or in their respective country. Lead bidder should have been operating for the preceding three years as on 1.1.2014	Copy of registration certificate for the lead bidder and the consortium partner, if any.
2.	Consortiums	Consortiums are allowed to bid.	Copy of consortium agreement outlining the roles and responsibilities of individual partners.
3.	Blacklisting	The bidder and its consortium partner should not have been blacklisted by Government of India, any State Government in India, by any multilateral agency, or by Government of any other country in the world.	A self-certified letter confirming the same.
4.	Turnover ¹	The lead bidder in its name must have achieved a minimum average annual financial turnover of INR 20 crores in the last 3 (three) years.	Annual Report certified by the authorized person for both the lead bidder and the consortium partner.
5.	Profitability	The lead bidder and the consortium partner should have registered profit in the last 3 (three) years.	Audited Annual Financial Statements – Profit and Loss Statement and Balance Sheet of the last 3 years.
6.	Relevant	The bidder must have a minimum experience of:	Copy of work order along with certification of completion

¹ The foreign exchange rate to be used for conversion in INR should be average of last 3 months as per the exchange rates of the Reserve Bank of India (<http://www.rbi.org.in/scripts/referenceratearchive.aspx>), from the date of issue of the RFP document.

	Experience	<p>a. appraising 2 (two) Detailed Project Reports for setting up semiconductor FABs; OR</p> <p>b. Have supported in setting up of Semiconductor FAB facilities.</p>	from client or a self-certification from authorized signatory along with any relevant document in support of completion of work.
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3.9.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations

Technical Evaluation Criterion

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	COMPANY PROFILE		15	
1.	<p>Average turnover from consulting services²</p> <p>(Turnover of the bidding entity would be considered, and the turnover must be from consulting services, not including IT Services, Audit Services and other such non-consulting activities)</p>	<p>More than INR 150 Crores: 7 marks</p> <p>INR75 Crores to INR 150 Crores: 5 marks</p> <p>INR 21 Crores to less than INR75 Crores:3marks</p> <p>Less than INR 20 Crores : 0 marks</p>	7	<p>Extracts from the audited Balance sheet and Profit & Loss;</p> <p>OR</p> <p>Certificate from the statutory auditor</p>
2.	Full-time professional staff	<p>More than 100: 5 marks</p> <p>75 to 100: 4 marks</p>	5	A self-certification from authorized

² The foreign exchange rate to be used for conversion in INR should be average of last 3 months as per the exchange rates of the Reserve Bank of India (<http://www.rbi.org.in/scripts/referenceratearchive.aspx>), from the date of issue of the RFP document.

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	engaged in services appraisal/support in set-up of high end electronics technology projects (Number of Staff)	50 to 75: 3 marks 25 to 50: 2 marks 10 to 25: 1 mark Less than 10 : 0 marks		signatory
3.	Geographical Presence of the Consulting organization	>5 offices – 3 marks 3-4 offices – 2 mark 2 offices – 1 marks	3	A self certification from authorized signatory
	RELEVANT PAST EXPERIENCE		25	
4.	Experience relevant to this engagement as listed below to be demonstrated in a maximum of 10 engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. The work order should have been issued within	2.5 marks for each project deemed relevant by the evaluation committee (atleast two projects mandatory to score in this section) Less than 2 projects : 0 marks Extra marks would be given (1 extra mark for each project) if the cited project has one or more of the below features (subject to the total marks being awarded in this section to a maximum of 25 marks; i.e. even if a bidder scores over 25 marks owing to extra marks being awarded, it would still be scored 25 marks only): <i>-Involving high technology (semiconductors or electronics hardware) sector</i> <i>-Involving government (Indian or</i>	25	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client; OR Certified copy of work contract + Self Certificate of Completion

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	<p>the last 5 years, as on date of bid submission.</p> <p>Projects of similar nature shall mean engagements which included all of the following: --Investment appraisal of proposals to set up large industrial facilities of value not less than INR 500 Crores -Technical review (Engineering, Technological, Business review) of DPR (or equivalent documents) for such proposals</p>	<p>other) transaction -Of value over INR 5000 Crores (or equivalent in Foreign currency)³</p>		<p>(Certified by Statutory Auditor); OR</p> <p>Letter from Client or Email from Client Official email ID (bringing out the comprehensive data required for evaluation).</p>
	RESOURCE PROFILES		40	
5.	<p>Resume of all professionals proposed for the assignment with experience in similar projects (as defined in point 4 above)</p>	<p>Project Manager⁴ (7 marks)</p> <ul style="list-style-type: none"> • Relevant Experience <ul style="list-style-type: none"> ○ >10 years – 2 marks ○ 5 - 10 years – 1 mark ○ <5 – 0 mark • >9 engagements – 5 marks • 7-9 engagements – 4 marks 	40	<p>Self-Certified Resumes</p>

³ The foreign exchange rate to be used for conversion in INR should be average of last 3 months as per the exchange rates of the Reserve Bank of India (<http://www.rbi.org.in/scripts/referenceratearchive.aspx>), from the date of issue of this RFP document.

⁴ **Project Manager:** Overall coordination of the engagement and ensuring completion of work in time and excellent quality.

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	<p>(Non-Indian professionals may also be proposed for the project who can provide specialized advice, however, the lead bidder would be held fully liable for their services as well)</p> <p>The bidder may provide additional CVs or resources it deems relevant to the assignment, the</p>	<ul style="list-style-type: none"> • 4-6 engagements – 3 marks • 2-3 engagements – 2 marks • 1-2 engagements – 1 mark <p>Five Subject Matter Expert⁵ (SME) (5 marks each)</p> <ul style="list-style-type: none"> • Relevant experience in semiconductor Wafer FAB industry <ul style="list-style-type: none"> ○ Over 10 years – 1 mark • Experience in similar projects <ul style="list-style-type: none"> ○ >5 engagements – 4 marks ○ 4 engagements – 3 marks ○ 3 engagements – 2 marks 		

- ⁵ **Subject Matter Experts:** Provide industry insights, including but not limited to cost benchmarks, market forecasts, price forecasts, sales forecast, operational forecasts (assumptions related to operations), and capex plan. This role would also be required to test all the relevant assumptions which may be made by the applicant consortia in the DPR and judge for reasonableness.

It is to be ensured that the 5 SMEs proposed should have experience in the areas listed below:

- Technical/ Infrastructure/ Semiconductor/ etc. experience
- Developing a Factory Manufacturing Plan and Definition Phase Performance Specifications that specify manufacturing and operating requirements to develop design/build contractor bidding specifications and technical direction.
- Equipment Evaluation, Improvement and developing methods to evaluate, improve, select, purchase, and qualify FAB equipment.
- Managing the creation and revision of equipment purchase specifications used to evaluate and purchase production/test/lab equipment for manufacturing advanced integrated circuits in start-up and existing wafer FABs.
 - Reviewing suppliers' technical responses to Requests for Quotation (RFQs) and negotiated technical trade-offs to the specifications.
 - Reviewing environment impact study and analysis.
 - Operational modeling, manufacturing simulation, cycle time analysis, Theory of Constraints application, manufacturing flow analysis, optimization planning, and supply chain analysis.
 - Financial modeling (NPV, ROI, IRR) of complex semiconductor factories based on activity based cost management (ABC/ABCM) principles with access to state-of-the-art software tools.

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	decision of the evaluation committee on the treatment of such CVs for evaluation would be final and binding.	<ul style="list-style-type: none"> ○ 1-2 engagements – 1 marks <p>(For the purpose of this profile only, setting up of FAB of any size worldwide would be considered as related project)</p> <p>Two Management Consulting Experts⁶ (4 marks each) (atleast 5 year experience in engagement in similar hi-tech projects)</p> <ul style="list-style-type: none"> • >6 engagements – 4 marks • 5-6 engagements – 3 marks • 3-4 engagements – 2 marks • 1-2 engagements – 1 mark 		
	Approach and Methodology		20	
6.	<p>Approach and Methodology to perform the work in this assignment :</p> <p>Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the RFP</p> <p>Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of</p>		5	

⁶ Management Consulting Expert: Conduct overall assessment of the DPR including verification of Bill of Materials, financial analysis and appraisal of the proposals, environment impact study, risk analysis, and other reporting requirements as required by the Client.

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	all the Scope of Work			
7.	Demonstration of understanding of the Department's requirements	Assessment to be based on : Learnings Challenges likely to be encountered Mitigation proposed Client references ⁷	10	
8.	Project work break down structure	Assessment to be based on : Overall Timelines Resource assignments (relevance to the task assigned) Dependencies	5	

Indicative scope of work is provided in para 3.14. Bidders may put together the right team as they see fit. Though; numbers and role mentioned above is the minimum number of consultants required but the support staff for special considerations (e.g. Vibration/EMI/Air Permits/Budgeting etc) be brought as needed, but not full time. Bidder may mention the support staff, it intend to bring and their role. Proposal Evaluation Committee will take that into consideration while evaluating Approach and Methodology section.

3.9.3 Minimum Technical Score

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score **at least 65 marks** from the technical evaluation criteria would be considered technically qualified.

3.9.4 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened by the Client's Proposal Opening Committee on the prescribed date in the presence of bidder representatives. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained

⁷ Client references' in this regard would involve the nature of work done and success achieved in the prior experience cited in the proposal. No additional documents are required to be submitted in this regard.

sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

b. The bidders are required to quote two prices:

- Price in case only one (1) DPR is to be appraised ('X')
- Price in case two (2) DPRs are to be appraised ('Y')

c. The lowest qualifying financial bid (L1) shall be calculated in the following manner:

$$L1 = ('X' + 'Y')/3$$

(Sum of 'X' and 'Y' divided by three)

d. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =

$$\{(Commercial Bid of L1/Commercial Bid of the Bidder) \times 100\}\%$$

(Adjusted to two decimal places)

e. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

f. The bid price will include all taxes and levies and shall be in Indian Rupees⁸.

g. The breakup of bid price provided by bidder (as per Form 2C in Appendix II of this document) shall be binding and may be used by DeitY to determine the relevant remuneration for extension of services, if any. The bidder would be bound to provide services in the period desired (for extension) at the same rates without any escalation.

h. Any conditional bid would be rejected

- i. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

⁸ The foreign exchange rate to be used for conversion in INR should be average of last 3 months as per the exchange rates of the Reserve Bank of India (<http://www.rbi.org.in/scripts/referenceratearchive.aspx>), from the date of issue of the RFP document.

3.9.5 Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated (to two decimal points) as follows:-
$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where
B_n = overall score of bidder
T_n = Technical score of the bidder (out of maximum of 100 marks)
F_n = Normalized financial score of the bidder
- c. In the event the composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

3.10 Appointment of Consultant

3.10.1 Award Criteria

DeitY will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

3.10.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

DeitY reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DeitY action.

3.10.3 Notification of Award

Prior to the expiration of the validity period, DeitY will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, DeitY may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, DeitY will notify each unsuccessful bidder and return their EMD.

3.10.4 Performance Guarantee

DeitY will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership. 'Total cost of ownership' would be defined as the total contract value of the engagement of the consulting firm arising out of this RFP. The Performance Guarantee should be valid for a period of at least six months. The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, DeitY at its discretion may cancel the order placed on the selected bidder without giving any notice. DeitY shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or DeitY incurs any loss due to

bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

3.10.5 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, DeitY shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between DeitY and the successful bidder.

DeitY reserves the right to terminate the services of the successful bidder at any stage of the work for reasons of unsatisfactory performance or for any reasons not in control of DeitY (for example, non-response of the applicants). DeitY shall provide a notice of a minimum of 15 calendar days (in writing) for such termination, clearly citing the reasons for the same. DeitY shall, however, make all payments related to the milestones (as per schedule of payments specified herein), provided such milestones have been met to the full satisfaction of DeitY and the Empowered Committee.

3.10.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DeitY may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, DeitY shall invoke the PBG of the most responsive bidder.

3.11 Fraud and Corrupt Practices

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DeitY shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, DeitY shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DeitY for, inter alia, time, cost and effort of DeitY, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b. Without prejudice to the rights of DeitY under Clause above and the rights and remedies which DeitY may have under the LOI or the Agreement, if an Applicant or its employee/s, as the case may be, is found by DeitY to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by DeitY during a period of 5 years from the date such Applicant or its employee/s, as the case may be, is found by DeitY to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DeitY who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DeitY, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at

any time has been or is a legal, financial or technical consultant/ adviser of DeitY in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DeitY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.12 Substitution of Key Experts

If any of the Key Experts become unavailable, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

3.13 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the consulting services (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DeitY shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to DeitY for, *inter alia*, the time, cost and effort of DeitY including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to DeitY hereunder or otherwise.
- b. DeitY requires that the bidder provides professional, objective, and impartial advice and at all times hold DeitY’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of DeitY.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. the Bidder, or any associates of the bidder are advising any of the applicants or members of the applicant consortia (or their related associate firms) on the present proposals
 - v. there is a conflict among this and other assignments of the Bidder(including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing consulting services to

- DeitY for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vi. A firm hired to provide services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. The Bidder eventually appointed shall not take up any assignment that by its nature will result in conflict with the present assignment till 12 months from the date of signing of final agreement with the respective consortia and any breach of this obligation shall be construed as Conflict of Interest;
- e. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for transaction advisory or any other activity) for the Project, they shall make a disclosure to DeitY as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. DeitY shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this engagement or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.
- f. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- g. A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
- h. The bidder represents that it is not a party to any agreement which represents a conflict of interest with its role under this assignment or the terms of the resultant Agreement which materially and adversely affects the selected bidder's ability to perform the defined services for DeitY. Further, selected bidder agrees that it will not enter into any agreement or business relationship during the term of the resultant Agreement that could place him in a conflict of interest position.

- i. Bidders have an obligation to disclose on assignment of the project, any situation of actual or potential conflict that impacts their capacity to serve the best interest of their employer, or that may reasonably be perceived as having this effect. If the bidder fails to disclose said situations and if DeitY comes to know about any such situation at any time, it may lead to the disqualification of the bidder during bidding process or the termination of its contract during execution of assignment.

3.14 Scope of Work

In this Section, Scope of work is detailed out as follows:

The selected firm will carry out a detailed review of the Detailed Project Reports (DPRs) received from the applicants for setting up of Semiconductor Wafer Fab facilities in India. Scope of Work will include (not comprehensive)

- a) Review of the overall contents of the DPR and map completeness with regards to the DPR template/format circulated. Highlight any deficiencies in the DPR and prepare list of clarifications to be sent to applicants. **The template of the DPR, circulated to the consortia is enclosed for guidance of the bidder. The parameters for appraisal of DPR can be seen at page 18 of the template.**
- b) Detailed review of all technical details furnished in the DPR (including costs), including but not limited to:
 - a. Design Documents Review:
 - i. Project documents (plans and specifications) relevant to the cleanroom, and support areas, and overall fab site arrangement for the technology and site proposed. Provide review focusing on process, MEP, Architectural and Structural systems as well as layout and functionality of the design.
 - ii. Deliverable:
 1. Ability to accommodate current and future tools – FUM review
 2. Chemical and gas distribution systems – gas/chemical matrix
 3. HVAC, Electrical, Lab Controls, Process and Mechanical Piping, Life Safety, Architectural and Structural design for the Cleanroom and process support areas. Exhaust and facilities for process systems
 - b. **Design and Construction Schedule Consultancy:** Analyze project design and construction schedule and provide client with understanding of wafer fab design, construction, tool procurement, tool hookup and start up schedule, including facility qualification.
 - c. **Cost and Capacity Modeling:** Verify the Wafer Fab consortium DPR's wafer cost and capacity model to insure accurate factory modeling including yield, cycle time, tool cost, facility cost, labor cost, materials cost. Cost of funding to be reviewed.
 - d. Comparison against global benchmarks for similar projects with respect to cost and scale as well as market pricing for similar product output (wafers or die based).
 - e. **Supply Chain Evaluation:** Verify that the DPR report includes adequate understanding of the supply chain for Construction materials, Chemicals and

Gases, Wafers, Tools and parts, Parts cleaning, Specialty supplies including garments, carriers, masks, etc, high quality Power, Clean Water, Sewer and waste treatment. Review the DPR report to insure such issues as labor stability, visas for temporary workers, customs procedures, truck routes, airline schedules, housing/infrastructure for workers, transport of hazardous materials and waste, licenses and permits etc.

- f. **Technology Consultancy:** Review the technology roadmap provided in the DPR and evaluate it in terms of accurate prediction of product and process alignment. Robustness of process recipes and their match to the tool set and technology, to determine if the DPR contains reasonable benchmark yield, cycle time and cost goals for the project. The DPR needs to be reviewed with respect to Product alignment to market, pricing and the proposed technology.
 - g. Requirement, adequacy, and configuration of the proposed machineries, tools and other equipment's.
 - h. Cost Validation of the proposed capital expenditure.
 - i. Provide Consultancy regarding scheduling and format of Alignment meetings to be held among the Wafer Fab consortia, DPR reviewers and funding agencies to review the DPR and associated immediate action items as well as horizon items.
 - j. Verification of credentials of the vendors/contractors/partners proposed.
 - k. Review of the engineering design, structural design, project layout etc. for suitability and completeness. Provide feedback/recommendation on each element of the DPR including concepts, analyses, drawings, specifications or other format
- c) Review of business plan and comparison against consultant's view of global markets assessment of revenue model. In case of deviation from original plan, risk assessment and assessment of risk mitigation plan.
- d) Capability of the project to meet strategic objectives of the Government of India.

In addition to the above mentioned activities, the selected consultant would be responsible for making presentations to DeitY, Empowered Committee and other such meetings as may be required for the process. The selected consultant would be guided in the process by an official of DeitY (Single point of contact, SPoC). The selected consultants would also be required to perform all and any such additional analyses that would be reasonably required to conduct a thorough review of the DPRs. Such review may require additional experts to be provided, the services of whom shall be provided by the selected consultant at no extra cost to DeitY.

It would be required of the consultant to review the various agreements between the parties (as submitted along with the DPR). It may involve review of further documents as may be required by the Empowered Committee in order to completely appraise the DPR/s. No *on ground* due-diligence is envisaged apart from establishing legal validity of documents submitted with the DPR.

All the above outlined activities may be required to be completed expeditiously given the strategic nature of the initiative. The timelines would be agreed upon by DeitY and selected bidder at each stage of the process. **The selected bidder is required to support DeitY in the DPR appraisal process till such time as the final agreements are executed between the applicant consortia and Gol.**

The bidder would be required deploy its proposed personnel at DeitY on a full-time basis for the initial review period (specialist resources, i.e. Semiconductor Expert, Engineering Expert, may not be present full time at DeitY. However the bidder is required to estimate the time commitment of such resources as any documents would not be allowed to leave DeitY premises. These experts however would mandatorily be present for any meetings or interactions which may require their inputs or expertise). However, for the period post the submission of first draft, the consultant would deploy personnel at site on an as required basis (it would be guided by the SPoC for the same). However, the consultant would be required to be mandatorily present for required meetings, presentations etc.

As the process as envisaged above will include access to confidential material (both of Gol/DeitY as well as the applicant consortia), the selected consultant shall be required to sign a Non-Disclosure Agreement (NDA) with DeitY within 5 working days of being awarded the work. A draft copy of NDA is enclosed in Appendix IV.

3.15 Milestones and Timelines

The following timeline are envisaged for the completion of the assignment.

Deliverable	Time of completion
Inception Report	T+5
Gap analysis report of the DPRs received	T+10
Interim Appraisal report	T+40
Final Appraisal report	T+60

T = Date of issue of Letter of Intent to selected Consulting Firm.

3.16 Payment Schedule

S. No.	Milestone for payment	Billable Fee (as % of Contract Value) per consortia basis
1	Mobilization Advance (submission of PBG)	10%
2	On submission of draft Appraisal report	30%
3	On submission and approval of final Appraisal report	30%
4	On issue of letter of commitment from Gol to applicant consortia	20%
5	On approval of the project by Gol (execution of final agreements between Gol and applicant consortia)	10%

Payment Terms & Conditions

- a. The bid price is inclusive of all applicable taxes and out-of-pocket expenses. The bidder is required to make a reasonable estimate of the same and factor in the bid price. Any change in taxation rates would not be made good by DeitY and would have to be borne in full by the selected consultant.
- b. Expenses in case the selected bidder is required to undertake travel outside of New Delhi/National Capital Region, would be paid separately by DeitY on the following terms and conditions:

- i. Y class air travel, with appropriate boarding and lodging expenses
- ii. No per-diem would be payable
- iii. The selected bidder shall take prior approval of DeitY for any such travel, without which no expenses would be reimbursed

Majority of the work would be delivered from DeitY. Consultant may be required to attend meetings in other places in NCR in this regard.

3.17 Support to be provided by DeitY

The Nodal Agency/ Department will provide the following support, post the award of the contract to the successful bidder:

1. Provide understanding of as-is status of the initiative.
2. Provide all relevant background information and documentation.
3. Access to consultants who have been appointed by DeitY to provide overall support to this initiative.

3.18 Change Request

The following would constitute a Change request

- a. Any work which has not been specifically mentioned in the scope of work
- b. Any changes in the deliverables post approval by the client
- c. Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible
- d. Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible

In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this cost would be the commercial bid OR the most relevant rate empanelment of the Consultant with any Central / State Government, as may be determined to be fair by DeitY at such time.

4. General Terms and Conditions for the Contract

Following are the draft general terms and conditions for the contract.

i. Applicability

These general conditions shall apply to the extent that they are not superseded by provisions in any other part of the contract.

ii. Standards of Performance

The selected bidder shall perform the services and carry out its obligations under the contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional service standards recognized by international professional bodies and shall observe sound management practices. The Selected Bidder shall always act, in respect of any matter relating to the contract, as faithful service provider to DeitY and shall, at all times, support and safeguard DeitY's legitimate interests in any dealings with third parties.

iii. Use of contract document and information

The Selected bidder shall not, without DeitY's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of DeitY in connection therewith, to any person other than a person employed by the selected Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The Selected Bidder shall not without DeitY's prior written consent, make use of any document or information forming a part of this tender and / or otherwise acquired regarding DeitY including its business except for purpose of performing the contract. Any document forming a part of this tender, other than the contract shall solely remain the property of DeitY.

iv. Contract Amendment

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both parties to the contract.

v. Delay in selected Bidder's Performance

a. The selected Bidder shall provide services in accordance with the time schedule specified in section 5 of this RFP.

b. Any unexcused delay by the bidder in the performance of its implementation / service / other obligations as per conditions of the contract shall render the selected Bidder liable to any or all of the following sanctions;

- forfeiture of his performance security,
- imposition of liquidated damages, and / or
- Termination of the contract for default

c. If at any time during performance of the contract, the selected bidder should encounter conditions impeding timely implementation of the services, performance of services, the selected bidder shall promptly notify DeitY in writing of the fact of the delay, the likely duration and its cause(s), before the scheduled delivery date. DeitY shall evaluate the situation after receipt of the notice and may at their discretion extend the time schedule for delivery.

vi. Liquidated damages / Penalty

If the selected bidder fails to perform the services within the time schedule specified in section 5 of the RFP and the delay is due to the sole performance of the bidder, DeitY shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the the contract value of the incomplete activities of the assignment for every one week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, DeitY may consider termination of the contract pursuant to the conditions defined in section on Termination.

vii. Force Majeure

a. Notwithstanding the provisions of Clause on Termination and Delay in selected bidder's Performance, the selected bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is caused due to circumstances beyond his reasonable control and is the result of an event of Force Majeure.

b. For purposes of this Clause, “Force Majeure” means an event beyond the control of the selected bidder and not involving the selected bidder and not involving the selected bidder’s fault or negligence and not foreseeable. Such events may be inclusive, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the selected bidder shall as soon as practicably possible notify DeitY in writing of such conditions and the cause thereof. Unless otherwise directed by DeitY, the selected bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

viii. Governing Language

The Governing Language of the contract will be English.

ix. Applicable Law

The Contract shall be interpreted in accordance with the Indian Laws and will be subject to the exclusive jurisdiction of a competent court of jurisdiction within the city of Delhi.

x. Firm Prices

The prices quoted for the providing the services shall be firm throughout the period of contract and shall not be subject to any change.

xi. Deduction

Payments, as envisaged in price schedule, shall be subject to deductions (such as Service Tax, etc.) of any amount, for which the selected bidder is liable under the agreement against this RFP.

xii. Confidentiality

a. As the process as envisaged above will include access to confidential material (both of Gol/DeitY as well as the applicant consortia), the selected consultant shall be required to sign a Non-Disclosure Agreement (NDA) with DeitY within 5 working days of being awarded the work. A draft copy of NDA is enclosed in Appendix IV.

b. The selected bidder must understand and agree that all materials and information marked and identified by DeitY as ‘Confidential’ are valuable assets of DeitY and are to be considered DeitY’s proprietary information and property. The selected bidder will treat all

confidential materials and information provided by DeitY with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. The selected bidder will not use or disclose any materials or information provided by DeitY without DeitY's prior written approval.

- c. The selected bidder may disclose confidential information in the following circumstances:
- o **With the prior written consent of DeitY;**
 - o To a member of selected bidder's team ("Authorized person") if the authorized person needs the confidential information for performance of obligations under the contract; and the authorized person is aware of the confidentiality of such information; and
 - o To Government or statutory body for audit or any other purpose **as directed by DeitY.**

d. In the event the selected bidder is required by judicial or administrative process, to disclose any information or material which is deemed to be confidential under the contract, the selected bidder shall promptly notify DeitY, and if DeitY deems fit, co-operate with DeitY to challenge such process before making disclosure.

e. The selected bidder shall be liable to fully recompense DeitY for any loss of revenue arising from breach of confidentiality. DeitY reserves the right to adopt legal proceedings, civil or criminal, against the selected bidder in relation to a dispute arising out of breach of obligation by selected bidder under this Clause.

f. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

xiii. Documents prepared by the selected bidder

All documents, specifications, reports and other documents prepared by the selected bidder in the execution of the Contract shall become and remain the property of DeitY and before termination or expiration of the contract the selected bidder shall deliver all such documents, prepared under the contract along with a detailed inventory thereof, to DeitY.

xiv. Non-Blacklisting Declaration

The Bidder shall furnish an undertaking that the firm has not been blacklisted for any fraudulent activities by any Central / State Government or any PSU or agency of Central / State Government of India or any other country in the world, as on the date of bid submission as per the format provided in Annexure II. If at any stage of bidding process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge of DeitY, DeitY shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

xv. Cancellation of the contract

DeitY reserves the right to terminate the resultant contract for convenience at any time during its term by giving the selected bidder 15 (fifteen) days' notice of the same. DeitY's only obligation towards the selected bidder in the event of termination for convenience shall be to pay the selected bidder for services performed prior to the effective date of termination to the satisfaction of DeitY.

xvi. Conflict of Interest

- a. The bidder represents that it is not a party to any agreement which represents a conflict of interest with its role under this assignment or the terms of the resultant Agreement which materially and adversely affects the selected bidder's ability to perform the defined services for DeitY. Further, selected bidder agrees that it will not enter into any agreement or business relationship during the term of the resultant Agreement that could place him in a conflict of interest position.
- b. Bidders have an obligation to disclose on assignment of the project, any situation of actual or potential conflict that impacts their capacity to serve the best interest of their employer, or that may reasonably be perceived as having this effect. If the bidder fails to disclose said situations and if DeitY comes to know about any such situation at any time, it may lead to the disqualification of the bidder during bidding process or the termination of its contract during execution of assignment.

xvii. Organizational Conflict of Interest

- a. An organizational conflict of interest means that because of other activities or relationships with other persons, the selected bidder is unable or potentially unable to render impartial

- assistance or advice to DeitY, or the selected bidder's objectivity in performing the contract work is or might be otherwise impaired, or a potential applicant has an unfair competitive advantage. It does not include the normal flow of benefits from incumbency.
- b. DeitY is of the view that in the current scenario potentially significant organizational conflicts of interest may arise due to the nature of the work to be performed by the selected bidder under the resultant contract due to an existing or future engagement between the selected bidder and the potential applicant. The onus of disclosure shall lie on the selected bidder as iterated above.
 - c. The bidder shall submit to DeitY a duly filled in form reflecting any existing or past engagement pertaining to the assignment.
 - d. DeitY may make a determination to allow a bidder to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraphs (1) and (2) below. Notwithstanding anything to the contrary, DeitY's exercise of discretion under this clause may not be appealed.
 - o If DeitY requests, the bidder shall submit an organizational conflict of interest mitigation plan for DeitY's review. DeitY's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is unilateral decisions made solely at DeitY's discretion and is not subject to the Disputes resolution clause. DeitY may terminate the contract for default if the selected bidder fails to implement and follow the procedures contained in any approved mitigation plan.
 - o Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the bidder and the bidder employees supporting DeitY per paragraph related with DeitY's determination to allow a bidder above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance / enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g. separate reporting chains); and data security measures.
 - e. This clause shall survive any termination or expiry of the contract for a period of 1 (one) year thereafter.
 - f. The bidder shall apply this clause to any associate / subcontractors or consultants, who have access to information, participate in the development of data, or participate in any

other activity, related to this contract which is subject to terms of this clause, unless the Applicant includes an acceptable alternate subcontractor provision in its mitigation plan.

- g. All the employees of the selected bidder shall be trained and informed of this provision and the approved mitigation plan, and the Bidder shall provide a certificate from their HR department certifying the employees proposed for this project are on the rolls of the Bidder organization, for protection of sensitive information of DeitY.
- h. The selected bidder agrees that it will use all reasonable diligence in protecting information received by it during the bid process and thereafter. The selected bidder further agrees it will not wilfully disclose proprietary data to unauthorized parties without the prior permission of DeitY and that proprietary data shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the successful applicant right to use, duplicate or disclose such information if such information was lawfully obtained by the successful applicant from other sources.
- i. The selected bidder agrees to enter into written agreements with all companies whose proprietary data it shall have access and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The selected bidder shall furnish to DeitY copies of these written agreements. The selected bidder agrees to protect the proprietary data and rights of other organizations disclosed to him / her during performance of the resultant contract with the same caution that a reasonably prudent person would use to safeguard highly valuable property.
- j. The bidder agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to DeitY. This disclosure shall include a description of the actions the applicant has taken or proposes to take, to avoid or mitigate such conflicts.
- k. DeitY may in its sole discretion waive application of this clause when it is determined to be in the best interest of the Government to do so.
- l. DeitY shall not be liable to reimburse any expenses incurred in preparation of this Bid by an applicant in case a bid is rejected for breach of this provision. DeitY's right to reject a bid under this provision shall not bar it from seeking any other equitable remedy available to it under applicable law.

xviii. Fraud and Corrupt Practices

As per the Section 3.11 of the RFP.

xix. Termination

a. The Authority may, by not less than 30 (thirty) days' written notice of termination to the selected bidder, such notice to be given after the occurrence of any of the events specified in this clause, terminate this Agreement if:

- The selected bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 30 days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- The selected bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- The selected bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- The selected bidder submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the selected bidder knows to be false;
- Any document, information, data or statement submitted by the selected bidder in its Proposals, based on which the selected bidder was considered eligible or successful, is found to be false, incorrect or misleading;
- As the result of Force Majeure, the selected bidder is unable to perform a material portion of the Services for a period of more than 60 days; or
- The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

xx. Cessation of Services

Upon termination of this Agreement by notice, the selected bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner.

xxi. Limitation of liability

- a. The selected bidder's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- b. The selected bidder shall, subject to the limitation specified in the subsequent clause be liable to DeitY for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- c. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the selected bidder or on the part of any person or firm acting on behalf of the selected bidder in carrying out the Services, the selected bidder, with respect to damage caused to the DeitY's property, shall not be liable to the DeitY for any indirect or consequential loss or damage.
- d. The limitation of liability specified in this provision clause shall not affect the selected bidder's liability, if any, for damage to Third Parties caused by the sole action of the selected bidder to the extent of the selected bidder's or any person or firm acting on behalf of the selected bidder in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

xxii. Conciliation

In the event of any dispute between the selected bidder and DeitY, either Party may require such dispute to be referred to the Secretary, DeitY and the authorized Chairman of the Board of Directors of the Bidder for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved either Party may refer the Dispute to arbitration in accordance with the provisions of the clause "Arbitration".

xxiii. Arbitration

- a. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of

the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction in the city of Delhi. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction in the city of Delhi. Any legal dispute will come under the sole jurisdiction in the city of Delhi. The place of arbitration proceedings shall be Delhi.

Appendix I: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Proposed Approach & Methodology

Form 7: Proposed Work Schedule & Project Plan

Form 8: Deviations

Form 9: Team Composition and their Availability

Form 10: Curriculum Vitae (CV) of Key Personnel

Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

S. No.	Basic Requirement	Required	Provided	Reference & Page Number
1.	Legal Entity	Copy of registration certificate for the lead bidder and the consortium partner, if any.	Yes / No	
2.	Consortiums	Copy of consortium agreement outlining the roles and responsibilities of individual partners.	Yes / No	
3.	Blacklisting	A self-certified letter confirming the same.	Yes / No	
4.	Turnover ⁹	Annual Report certified by the authorized person for both the lead bidder and the consortium partner.	Yes / No	
5.	Profitability	Audited Annual Financial Statements – Profit and Loss Statement and Balance Sheet of the last 3 years.	Yes / No	
6.	Relevant Experience	Copy of work order along with certification of completion from client or a self-certification from authorized signatory along with any relevant document in support of completion of work.	Yes / No	

⁹ The foreign exchange rate to be used for conversion in INR should be average of last 3 months as per the exchange rates of the Reserve Bank of India (<http://www.rbi.org.in/scripts/referenceratearchive.aspx>), from the date of issue of the RFP document.

Form 2: Particulars of the Bidders

S. No.	Information Sought	Details to be Furnished
A	Name and address of the bidding entity	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP No. 28(8)/2013-IPHW dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Government of India.

Know all Men by these presents that we <<>> having our office at<<Address>> (hereinafter called "the Bank") are bound unto the <DeitY> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto<<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal, this template should be read in reference to Section 3.9 above)

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5		
2.	Average turnover from consulting services ¹⁰ (Turnover of the bidding entity would be considered, and the turnover must be from consulting services, not including IT Services, Audit Services and other such non-consulting activities)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
3.	Full-time professional staff engaged in services appraisal/support in set-up of high end electronics technology projects (Number of Staff)	A self-certification from authorized signatory	Yes / No	
4.	Geographical Presence of the Consulting organization	A self-certification from authorized signatory	Yes / No	
5.	Relevant Experience		Yes/No	
6.	Team Composition (As per requirement specified in Technical evaluation)	Team Composition and CVs (Form 9, 10)	Yes / No	

¹⁰ The foreign exchange rate to be used for conversion in INR should be average of last 3 months as per the exchange rates of the Reserve Bank of India (<http://www.rbi.org.in/scripts/referenceratearchive.aspx>), from the date of issue of the RFP document.

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
7.	Approach & Methodology	Form 6	Yes/No	
8.	Proposed Work schedule and Project Plan	Form 7	Yes / No	
9.	Deviations	Form 8	Yes/No	

All the Bidders are requested to mention the document reference number and Page number for each criterion.

Form 5: Letter of Proposal

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Technical bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Consulting Services to Department of Electronics and Information Technology on <provide name of the engagement> with your Request for Proposal No. 28(8)/2013-IPHW dated November <<>>, 2014 and our Proposal. We are hereby submitting our Proposal, which includes this technical bid and the financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (*In full and initials*): _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form 6: Proposed Approach & Methodology

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Understanding of the project
- b) Potential initiatives given the priorities
- c) Technical Approach and Methodology

Technical Approach and Methodology.

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Form 7: Proposed Work Schedule & Project Plan

In this section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here.

The above should be substantiated with the project plan, as per the following template. The project plan should be consistent with the Work Schedule.

No.	Activity ¹	Dependency	Calendar Months													
			1	2	3	4	5	6	7	8	9	10	11	12	n	
1																
2																
3																
4																
5																

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.
- 3 All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

Form 8: Deviations

This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP

A - On the Terms of Reference

<<Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal>>

B – Any other areas

Form 9: Team Composition and their Availability

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Form 9.1: Team composition and Key Tasks

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

Form 9.2: Information on Team Involvement in other Engagements

Name of Staff with Qualification and Experience	Current Assignments where the Resource CV had been presented in the proposal	End Date of the Assignment (as estimated on the date of submission of this bid)	% Time Commitment

(Any information withheld / misrepresented, would establish DeitY would establish the veracity and if found true may lead to rejection of the bid OR cancellation of the contract)

Form 10: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Total No. of years of experience:** _____
7. **Total No. of years with the firm:** _____
8. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):** _____

9. **Certifications and Trainings attended:** _____

10. **Details of Involvement in Projects** (*only if involved in the same*): _____

11. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
12. **Membership of Professional Associations:**
13. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year): _____ To (Year): _____

Purchaser: _____

Positions held: _____

<p>14. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>15. Relevant Work Undertaken that Best Illustrates the experience as required for the Role</p> <p><i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Purchaser: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Value of Project (approximate value or range value): _____</p> <p>Activities performed: _____</p>
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16. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

(Signature of staff member or authorized representative of the staff) Date: _____
Day/Month/Year

Full name of Authorized Representative: _____

Appendix II: Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

Form 2: Commercial Bid Template

Form 1: Covering Letter

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Financial bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Consulting services for <<Title of services>> in accordance with your Request for Proposal dated [Date] and our Proposal - Technical and Financial Proposals. Our attached Financial Proposal is for the sum of;

- <<Amount in words and figures>> for appraisal of one DPR ('X')
- <<Amount in words and figures>> for appraisal of two DPRs ('Y')

This amount is inclusive of Out of pocket expenses, miscellaneous expenses and service taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<Date>>

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Commercial Bid Template (Form 2A,B & C to be provided separately for: (a) if only one DPR is to be appraised; and (b) if two DPRs are to be appraised)

Form 2A: Summary of Costs

S. No.	Costs	Currency (Indian National Rupees)	Amount(s)
1	Total Amount of Financial Proposal (A)		
2	Out of Pocket Expenses (B)		
3	Miscellaneous Expenses (C)		
4	Service Tax (Applicable rate * (A+B+C))		
	Total (A+B)		

Form 2B: Breakdown of Price per Activity

S. No.	Costs	Currency (Indian National Rupees)	Amount(s)
1			
2			
	Total (Should be equal to "A" in Form 2 A)		

Form 2C: Breakdown of Remuneration (man month rate)

S. No.	Names	Position	Deliverables Involved	Unit Cost (per man month rate)	Total Man month required / Total Remuneration	Amount
1						
2						
3						
4						
5						
	Total (Should be equal to "A" in Form 2 A)					

Note: This representation shall be utilized (on a binding basis) to estimate the appropriateness of the final amount payable to the successful bidder. This may also be used by DeitY in case an extension of services is envisaged or required.

Form 2D: Estimate of Out of Pocket Expenses

S. No.	Description	Unit	Quantity	Unit Price In INR	Amount
1					
2					
3					
...					
Total (Should be equal to “B” in Form 2 A)					

Form 2E: Miscellaneous Expenses

S. No.	Description	Unit	Quantity	Unit Price	Amount
1	Software/project management tool				
2	< Any others, please specify>				
3					
...					
Total (Should be equal to “C” in Form 2 A)					

Appendix III: Performance Bank Guarantee

<Location, Date>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <<name of the bidder and address>>(hereinafter called “the applicant/supplier”) has undertaken, in pursuance of RFP no. <<insert RFP no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <DeitY> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<**Name of the Bank**>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of **Rs. <<Insert Value>>(Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. <<Insert Value>>(Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<*Insert Date*>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs<<Insert Value>>(Rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

Appendix IV: Draft Non-disclosure Agreement (NDA)

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

(Client and _____ <<>> shall be individually referred to hereinafter as a “Party” and collectively as the “Parties”)

WHEREAS, the Client has engaged <<>> for rendering consultancy services at DeitY, Electronics Niketan, 6, CGO Complex, Lodhi Road, NewDelhi – 110003 during the period commencing from <ddmmy> to signing of final Agreements between Government of India and respective Consortia.

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. 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 unauthorised 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 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 <<>> 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 Recipient's 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 validity of this Agreement shall be from the date of its execution by both Parties i.e. [dd.mm.yyyy]. Both the parties shall jointly review this Agreement after signing of applicable final agreements and shall extend as mutually agreed upon by both the parties.

9. The authorised representatives from _____<<>> side shall be –
a. Shri <<>>

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's 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
Department of Electronics and IT

For and on behalf of
<<firm name>>

Signature:
Name:
Title:
Place: Delhi

Signature:
Name:
Title:
Place: Delhi

Witness:

Signature:
Name:
Title: