

Semi-Conductor Laboratory

S.A.S Nagar Mohali

Corrigendum-IV

Name: - Augmentation & Enhancement of Existing 8-inch Fab of Semi-Conductor Laboratory (SCL), India

CPPP Portal E-Tender ID: CPPP 2025_SCL_849478_1

It is to inform all prospective bidders/PSUs that the following corrigendum for the above-mentioned work has been provided as detailed below.

Page no./ Section	Sub section	To be read as
Page 48 Section 1.23 Bid Package 1 - Financial Capacity	The Bidder(s) should have an average annual turnover of at least INR 1000 Crore during the last three audited financial years. The Bidder(s) shall also submit audited financial statement as part of proof of Financial Capacity	The Bidder(s) should have an average annual turnover of at least INR 1000 Crore during the last three audited financial years. In case the Bidder(s) is an entity that has been in existence for less than three years and is a wholly owned subsidiary of a parent entity, the average annual turnover during the last three audited financial years of the parent entity will be considered. The Bidder(s) shall also submit relevant excerpts of audited financial statement as part of proof of Financial Capacity. Bidder must submit an undertaking/ letter of support from the parent entity to confirm that the Bidder would be able to draw resources from the parent company if required to fulfill the commitments.
Page 35 Section 1.7.1 2)	A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Consortium Requirements below (1-3)	A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Consortium Requirements below (1-3). In case the Bidder is a single entity, it may enter into a Memorandum of Understanding (MoU) with a technology partner or provider at the Pre-Qualification Bid submission stage to meet the execution capability criteria as listed in 1.23. The copy of the MoU must be submitted with the Pre-Qualification Bid as part of proof of partnership in such a case. Such a Bidder must enter into a formal binding agreement with the technology partner for successful execution of the relevant scope of

		work jointly, which shall be submitted during the financial bid stage.
Page 48 Section 1.23	In case the Bidder(s) is a Consortium, the Qualification Criteria for any Bid Package/Item shall apply for the Consortium as a whole, i.e. of all Members combined, for the purpose of Technical Evaluation.	<p>In case the Bidder(s) is a Consortium, the Qualification Criteria for any Bid Package/Item shall apply for the Consortium as a whole, i.e. of all Members combined, for the purpose of Technical Evaluation.</p> <p>In case the bidder is a single entity which has entered into a Memorandum of Understanding (MoU) with a technology partner or provider, the Qualification Criteria for any Bid Package/Item shall apply for the Bidder(s) and technology partner/ provider combined.</p>
Page 36 Section 1.7.1 3)	A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be , as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement or otherwise.	<p>A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.</p> <p>In the event of such disqualification post signing of the contract, the Authority shall be entitled to forfeit the Performance Security, either fully or partially, as decided by the Authority.</p>
Page 39 Section 1.9 5)	Reject any Bid and forfeit the Bid Security if	Reject any Bid if
Page 158 Annexure G 9.1 b)	EMD or Bid Security for pre-contract period , Performance Security post signing of Contract shall stand forfeited either fully or partially, as decided by the Authority and the Authority shall not be required to assign any reason therefore.	If the contract is already signed, Performance Security shall stand forfeited either fully or partially, as decided by the Authority and the Authority shall not be required to assign any reason therefore.

<p>Page 44 1.18 Bid Security 5)</p>	<p>Instances of Forfeiture of Bid Security</p> <p>a) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this RFP.</p> <p>b) If the Bidder having been notified of the acceptance of its Bid by the Authority during the period of its validity, fails to:</p> <p>i) sign and return, as acknowledgement, the duplicate copy of the LOA</p> <p>ii) furnish the Performance Security in accordance with section 1.27 (Performance Security)</p> <p>iii) fulfil any other condition precedent to the execution of the Contract Agreement</p> <p>iv) execute the Contract Agreement</p> <p>c) If the Pre-Qualification Bid and/or Financial Bid submitted by the Bidder are deemed infeasible leading to disqualification of the bidder from the RFP process</p> <p>d) If the Bidder gets disqualified from the RFP process for reasons covered in but not limited to section 1.7 (Conflict of Interest), section 1.9 (Rights of the Authority), section 1.10 (Fair Practices & Anti-Corruption), or any other clause in the RFP provided such reasons arise out of a violation of the conditions set-out in the clauses of this RFP then in such case the decision of the Authority for forfeiture of bid security under such circumstances shall be final and binding for all such bidders</p> <p>e) In case of any breach of the terms of the Non-Disclosure Agreement executed by the Bidder(s) in accordance with the terms of this RFP, the Bid Security will be forfeited besides other legal penalties as may be decided by the Authority.</p>	<p>It is hereby clarified that in the event of any of these 5 instances, the Bidder will be disqualified.</p> <p>a) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this RFP.</p> <p>b) If the Bidder having been notified of the acceptance of its Bid by the Authority during the period of its validity, fails to:</p> <p>i) sign and return, as acknowledgement, the duplicate copy of the LOA</p> <p>ii) furnish the Performance Security in accordance with section 1.27 (Performance Security)</p> <p>iii) fulfil any other condition precedent to the execution of the Contract Agreement</p> <p>iv) execute the Contract Agreement</p> <p>c) If the Pre-Qualification Bid and/or Financial Bid submitted by the Bidder are deemed infeasible leading to disqualification of the bidder from the RFP process</p> <p>d) If the Bidder gets disqualified from the RFP process for reasons covered in but not limited to section 1.7 (Conflict of Interest), section 1.9 (Rights of the Authority), section 1.10 (Fair Practices & Anti-Corruption), or any other clause in the RFP provided such reasons arise out of a violation of the conditions set-out in the clauses of this RFP</p> <p>e) In case of any breach of the terms of the Non-Disclosure Agreement executed by the Bidder(s) in accordance with the terms of this RFP</p> <p>However, the EMD will be forfeited only in the following event:</p> <p>a) If the Bidder having been notified of the acceptance of its Bid by the Authority decides, before commencement of the negotiation of the terms of the contractual agreement, not to pursue this project. In all other cases, including if during the negotiations of the contractual agreement, there is any disagreement with respect to the terms thereof and as a result the Bidder is unable to pursue this project, the Bid Security will not be forfeited.</p>
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1.27 Performance Security 6)	If the Selected Bidder(s) fails to furnish the Performance Security in accordance with <i>section 1.27 (Performance Security)</i> on or before the execution of the Contract Agreement(s), then the Authority shall have the right to appropriate the Bid Security of the Selected Bidder(s) which shall be forfeited in accordance with <i>section 1.18 (Bid Security)</i> .	If the Selected Bidder(s) fails to furnish the Performance Security in accordance with <i>section 1.27 (Performance Security)</i> on or before the execution of the Contract Agreement(s), then the Authority shall have the right to disqualify the Selected Bidder(s).
1.10 Fair Practices & Anti-Corruption	In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security as damages, without prejudice to any other right or remedy that may be available to the Authority under the agreement, or otherwise, without being liable in any manner whatsoever to the Bidder.	In such an event, the Authority shall be entitled to disqualify the Bidder without being liable in any manner whatsoever to the Bidder.
1.26 Letter of Award 2)	The Selected Bidder shall within 15 (fifteen) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security and cash the Bank Guarantee of such Bidder on account of failure of the Selected Bidder(s) to acknowledge the LoA, and the next lowest eligible Bidder(s) (L2 Bidder) may be considered.	The Selected Bidder shall within 15 (fifteen) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cash the EMD of such Bidder on account of failure of the Selected Bidder(s) to acknowledge the LoA, and the next lowest eligible Bidder(s) (L2 Bidder) may be considered.

Note:

The Pre-Qualification Bid submission deadline has been extended until 22/05/2025 at 11:00 AM (IST) and accordingly Bid Schedule of subsequent activities has been revised which is as under.

Bid Schedule of the activities with respect to RFP for Augmentation & Enhancement of Existing 8-inch Fab of Semi-Conductor Laboratory (SCL), Mohali		
S. No	Event	Date/ Time/ Location
1)	Issuance of RFP	18/02/2025
2)	Last Date for sending Pre-Qualification Bid Clarifications and Queries	4/3/2025
3)	Pre-Qualification Bid Meeting	11/3/2025
4)	Last date for issuing Responses to Queries from Bidders and issuance of Addendum / Amended RFP	15/04/2025
5)	Pre-Qualification Bid Due Date	22/05/2025
6)	Pre-Qualification Bid Opening	23/05/2025
7)	Notification of Qualified Bidder(s) who shall proceed further in the bid process	5/6/2025
8)	Data room access and site visit period	05/06/2025 - 05/07/2025
9)	Last Date for sending Financial Bid Clarifications and Queries	12/7/2025
10)	Pre-Financial Bid Meeting	12/7/2025
11)	Last date for issuing Responses to Queries from Qualified Bidders and issuance of Addendum / Amended RFP, if needed	19/7/2025
12)	Financial Bid Due Date	2/8/2025
13)	Financial Bid Opening	9/8/2025
14)	Issuance of LOA	Within 90 days from the Financial Bid Opening
15)	Signing of Contract Agreement(s)	Within 30 days from the Issuance of LOA to the Selected Bidder(s)

All other terms and conditions remain unchanged.