

**RFP No.:** ISM-19/1/2022-ISM-DIC

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

**RFP Issuance Date:** July 23, 2024

**Issuing Agency:** India Semiconductor Mission

**Pre-Bid Meeting:** August 13, 2024

Responses to Queries				
S. No.	RFP Pg. No.	RFP Clause	Clarification Sought/ Requests/ Suggestions	Response
1	12	Evaluation Criteria A. Technical Evaluation S.No: 4 Manpower Support	<p>1. Among 3 schemes introduced under Modified Semicon India Program viz:-</p> <ul style="list-style-type: none"><li>• Scheme for setting up Semiconductor Fabs,</li><li>• Scheme for setting up Display Fabs,</li><li>• Scheme for setting up Compound Semiconductors/Silicon Photonics/ Sensors Fab/and Semiconductor ATMP/OSAT facilities in India, as of now, four proposals have been approved by Indian Federal Government (MeitY/ISM), namely:-</li></ul> <ol style="list-style-type: none"><li>i. Wafer Fab (Tata Electronics Private Limited@Dholera),</li><li>ii. ATMP (Microns Technology@Sanand and under construction),</li><li>iii. OSAT (Tata Semiconductor Assembly and Test@Morigaon, Assam),</li><li>iv. OSAT (CG Power Solutions@Sanand),</li></ol> <p>Only One Expert in construction of Semiconductor Facilities has been asked wherein we have to deploy four SMEs at different sites.</p> <p>Does it mean, we can deploy one SME at each site during the currency of the PMC (6 years) for four projects under Construction of Semiconductor Facilities.</p>	<ol style="list-style-type: none"><li>1. 2 dedicated general consultants are to be deployed at each project site as stated in RFP</li><li>2. Minimum team requirements have been specified in the RFP. There is no restriction to onboard/engage the services of any other experts apart from the SME Experts stated</li></ol>

			<p>2. Base infrastructure requirements like Power/Water/Waste Water and Cleanroom facilities are similar except CR classification.</p> <p>3. Can a common SME be nominated towards vetting construction cost of semiconductor facilities</p>	
2	7	<p>Eligibility Criteria Pt. 3 <b>Team Requirements</b></p>	<p>It is requested to amend the qualification requirement of Program Manager to read as:</p> <ul style="list-style-type: none"> <li>• Should have <b>undergraduate degree</b> in Engineering/ business administration/ relevant fields</li> <li>• Must have 15 years of experience of working/ managing/ consulting in Semiconductor manufacturing industry</li> </ul> <p>Program Manager with over a decade of experience should be evaluated based on his/her experience working in the relevant field. Therefore, relaxation with regard to education qualification is required for Program Manager as they have gained the necessary skills and industry knowledge to evaluate and monitor projects related to Semiconductor facilities.</p>	No change
3	8	<p>Eligibility Criteria Pt. 4   Work Experience</p> <ul style="list-style-type: none"> <li>• Three similar completed works, each costing not less than INR 40 crore OR</li> <li>• Two similar completed works, each costing not less than INR 50 crore OR</li> <li>• One similar completed work costing not less than INR 80 crore</li> </ul> <p>Please note that “similar completed works” includes any semiconductor/ display manufacturing/ consulting</p>	<p>It is requested to clarify the following queries with regards to the definition of “similar completed works”:</p> <ol style="list-style-type: none"> <li>1. Request you to clarify if “semiconductor/display manufacturing” works would comprise of all types of consulting services offered to semiconductor companies?</li> <li>2. Request you to specifically elaborate on work experience requirement with regards to “electronics-consulting/ project management”.</li> <li>3. Would “electronics-consulting” comprise of any services offered to electronics manufacturing companies in</li> </ol>	<ol style="list-style-type: none"> <li>1. Consulting (incl. program management) would be considered with respect to manufacturing, supply chain, operational activities, etc. and not tax, audit, IT or any support services.</li> <li>2. Same as item 3.1 with details listed in RFP</li> <li>3. Same as item 3.1</li> <li>4. Value of work executed/ services provided</li> </ol>

		<p>(incl. project management) in semiconductor/ display/ electronics, either in India or globally, as stated in RFP.</p> <p>Costing here refers to value of the project executed.</p> <p>Estimated fiscal support disbursement under Semicon India Programme is around INR 60,000 Crore</p>	<p>any domain?</p> <p>4. It is requested to clarify if “value” refers to Capex of the project managed/ handled or overall revenue generated from project execution.</p> <p>The “value” should be referred to as “Capex cost” as PMC would be responsible for ensuring proper utilisation of funds for establishment of each project. These projects are of high value; therefore, the eligibility criteria should be based on the Capex managed/ handled by the potential bidder.</p>	
4	12	<p>Evaluation Criteria A.   Work Experience Technical Evaluation</p> <p>Please note that Bidder shall be required to furnish documents/ information (including those applicable as per Annexures to this RFP, previous work orders and assignment completion reports, CVs of the proposed team members including year-wise description of the relevant work experience, etc.) in support of each evaluation parameter for the purpose of validation of the Bids submitted under this RFP. It is important to mention here that ISM may ask for any other documents/ information if needed during evaluation of Bids. Acceptance of any document/Bid does not mean acceptance of the offer of the Bidder or the selection of the Bidder as PMC under this RFP.</p>	<p>High-value projects are generally bound by confidentiality agreements between the client and consultancy firm/advisor.</p> <p>Therefore, documents and information such as previous work orders, assignment completion reports and certificates required for submission under the RFP, may be confidential for some classified engagements.</p> <p>It is requested to allow self- certification duly signed by the authorised signatory of the bidder firm to be considered for validating the relevant work experience under the Evaluation Criteria parameters.</p> <p>If any self-certification document submitted by a bidder is found to be false, such bidder shall be blacklisted, and the EMD submitted by the bidder may be forfeited.</p>	<p>Credible documents may be submitted to support the necessary declarations including but not limited to CVs, documents establishing association with organization for which necessary work experience was acquired, etc.</p>
5	5-6	<p>Scope of Work</p>	<p>It is requested to confirm that PMC for implementation of projects under the Semicon India Programme is only required to conduct</p>	<p>Scope of work is elaborated in RFP</p>

			checks and provide recommendations basis the FSA signed by the applicants.	
6	30	Annexure - VI   Technical Evaluation Bid Submission (self-certification required)  Experience in semiconductor/ display/ electronics (independent/ joint) manufacturing consulting/ project management	It is requested to amend the clause to read as:  Experience in consulting/project management with respect to manufacturing of semiconductor/ display/ electronics (independent/joint)  This is required to align with the Technical Evaluation criteria in Page 10 of RfP	For clarification, the said clause has the same meaning as Evaluation Criteria   A. Technical Evaluation Pt. 1
7	30	Technical Evaluation Bid Submission (self-certification required)  Experience in monitoring/ managing public/private assignments high value assignments (INR 20,000)	It is requested to amend the clause to read as: Monitoring/ managing experience of public/ private assignments of at least INR 20,000 Crore (value of the project undertaken)  This is required to align with the Technical Evaluation criteria in Page 10 of RfP	Same as item 6
8	7 - 8	Eligibility Criteria Pt. 3   Team Requirements Pt.v  The Project Manager and all SMEs are required to submit a self- certification in the format annexed as Annexure-III to confirm the correctness and accuracies of the documents/ information submitted on their behalf.	It is requested to amend the clause to read as:  The Program Manager and all SMEs are required to submit a self- certification in the format annexed as Annexure-III to confirm the correctness and accuracies of the documents/ information submitted on their behalf.	The term Project Manager for the said clause is to be considered as Program Manager as per RFP.
9	-	Other consideration	Conflict of Interest  <u>Background</u> Consultancy firms provide various services to its clients, especially large organisations and conglomerates. These services include: A. Audit & Assurance services B. Strategy & Transactions C. Tax Consultancy – Direct & Indirect Tax  Different service lines/teams are providing these services to a particular client, and it may	As stated in RFP, before assignment of any Project, the PMC must declare conflict of interest with Project/ related entities, including direct/ indirect association and their impact whereby ISM's decision shall be final. The association referred includes provision of services of any nature.

happen that separate teams are providing separate services to a particular client at a particular point of time.

Undertaking the proposed PMC assignment with ISM, while undertaking the abovementioned engagements for clients may potentially lead to conflict of interests.

Clarification on Potential Conflicts

- a. We understand that conflict of interest would only arise when a successful bidder is providing consultancy services to an approved applicant/ beneficiary company, for availing incentives under Semicon India Program. (Kindly Confirm)
- b. We further understand that any other services (including tax and audit services) provided by a successful bidder to any approved applicant or beneficiary company, would not lead to any conflict of interest. (Kindly Confirm)

Proposed Conflict Mitigation Measures

It is requested to have provision of carrying out personal independence and ring-fencing measures for the team deployed by successful bidder on the ISM engagement.

Ring fencing is a standard measure to avoid potential conflicts. Below are the standard Ring fencing measures:

- a. The team deployed is a dedicated and a completely different/ separate team and under no circumstances would they discuss any aspect of the assignment (with ISM) with any other party, including EY

			<p>employees, involved directly indirectly with the applicant.</p> <p>b. The deployed team will have a different office location from any other party, including EY employees, involved directly/indirectly with the applicant.</p> <p>c. The team deployed will not be uploading/sharing of any documents pertaining to ISM on internal or external databases.</p> <p>An undertaking detailing the team members deployed on the engagement with ISM, along with confirmation for adherence to Ringfencing measures shall be signed by each team member</p> <p>OR ALTERNATIVELY</p> <p>It is requested to have provision for two successful bidder and award the work to both H1 and H2 bidders. This approach will enable ISM to manage situations in case of any conflict with a particular bidder.</p> <p>Under this mechanism, in case of conflict in handling a particular application by a particular bidder, the same may be awarded to the other successful bidder.</p>	
10	13	<p>Evaluation Criteria</p> <p>B. Financial Evaluation</p> <p>It is further clarified that the fee quoted by the Bidder shall be inclusive of the expenses for any activities proposed to be undertaken for the fulfilment of the scope of work covered in this RFP and payment for any additional financial obligations/ costs for any third party, etc. shall not be made unless the same have been specifically approved in writing. Also,</p>	<p>It is requested to clarify if the financial quote should be inclusive of GST or exclusive of GST.</p>	<p>As stated in RFP, financial quotes for professional fee only are sought excluding any applicable taxes.</p>

		payments will be released as per the milestone mentioned in RFP.		
11	-	Other Consideration	It is requested to extend the last date for bid submission to at least 4 weeks from date of release of response to queries for submitting technical bid. Additionally, it is also requested to provide at least one week's notice for presentation.	Last of bid submission shall be September 4, 2024 and the Opening of Technical bids shall be on September 5, 2024. Date for presentation shall be intimated later as stated in RFP
12	-	Other Consideration	It is requested to provide clarification on the following queries: 1. It is requested to provide the status of the approved applications received by ISM till date. 2. It is requested to provide status of FSA(s) of applications approved by ISM earlier this year. Also, please confirm whether there will be any deduction in payments for the work already initiated or completed by ISM for application approved by ISM earlier this year.	1. Details of approved Projects under the Programme are in public domain. 2. While next steps for approved Projects have been initiated, the necessary transactions are underway. It is hereby clarified that payment shall be made only with respect to the deliverables actually completed and submitted by the PMC to the satisfaction of ISM.
13	21	General Terms and Conditions Point xi/ Sub- point (f)  PMC's liability to indemnify for the losses, pay damages to ISM.	It is requested to remove the said clause.	No change
14	26	Annexure IV/ Non-Disclosure Agreement/Point 5 Disclosure Party B shall treat Confidential Information with highest degree of care and shall not disclose the same to any person, including any third persons. Party B shall only share the Confidential Information with those employees/ agents/ representatives/ consultants who require the same on a "need to know basis".	It is requested to amend the clause to read as: Party B shall treat Confidential Information with highest degree of care and shall not disclose the same to any person, including any third persons. Party B shall only share the Confidential Information with those employees/ agents/ representatives/ consultants who require the same on a "need to know basis". Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes	No change

			<p>public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p>	
15	32	<p>Annexure VII/ Eligibility Criteria Compliance Undertaking</p> <p>In case it is found at any stage that we failed to comply with the said Eligibility Criteria, ISM has the right to cancel our proposal/ award, forfeit the EMD/ Performance Bank Guarantee submitted, appoint/ engage another Bidder, blacklist us for any similar Bid process, enforce the provision of indemnification against us which may be in addition to ISM's right to any other legal remedy and we forfeit all our rights to this extent.</p>	<p>It is requested to amend the clause to read as:</p> <p>In case it is found at any stage that we failed to comply with the said Eligibility Criteria, ISM has the right to cancel our proposal/ award, forfeit the EMD/ Performance Bank Guarantee submitted, appoint/ engage another Bidder, which may be in addition to ISM's right to any other legal remedy</p>	No change
16	19	<p>Payment Terms Point xii</p> <p>Notwithstanding the issue of the Completion Certificate and release of final Payment, ISM reserves the right to carry out a post-payment audit and/ or technical examination of the Services and the final bill including all supporting documentation.</p>	<p>It is requested to amend the clause to read as:</p> <p>Notwithstanding the issue of the Completion Certificate and release of final Payment, ISM reserves the right to carry out a post-payment audit and/ or technical examination of the Services and the final bill including all supporting documentation.</p> <p>Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to</p>	No change



			ISM agreeing to maintain confidentiality of these documents. No access to the PMC's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by ISM to conduct such audit or request for information shall not be a competitor of the PMC and shall agree to confidential obligations with PMC, for the said purpose.	
17	20	General Terms and Conditions Point xi/ Sub-point (b) Blacklisting the defaulting Bidder from participating in any similar bid process (including the present RFP).	It is requested to remove the said clause.	No change
18	-	New clause Report - Limitation on Liability	It is requested to insert/ add the below clause, it is advisable that the contracts entered into between various parties are not open ended and the liability of parties is limited. Limitation on Liability ISM (and any others for whom Services are provided) shall not recover from the PMC, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. ISA (and any others for whom Services are provided) shall not recover from the PMC, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Subject matter of subsequent Agreement between ISM and the PMC, however the same shall be based on the terms of the RFP.
19	-	New clause Report - Immediate Termination	It is requested to insert/ add below clause:  Immediate Termination	Same as item 18

			The PMC may terminate this Agreement, or any particular Services, immediately upon written notice to ISM if the PMC reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	
20	-	New clause Reports and Materials	<p>It is requested to insert/ add below clause:</p> <p>Reports and Materials The PMC may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that it owns in performing the Services. Notwithstanding the delivery of any Reports, the PMC retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the PMC compiles and retains in connection with the Services (but not information provided by ISM reflected in them).</p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications the PMC provides under this Agreement (“Reports”), other than information provided by ISM, are for ISM's internal use only (consistent with the purpose of the particular Services) including ISM's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside ISM's organization.</p>	Same as item 18
21	-	-	Is there any specific criteria for the types of semiconductor / display fabs that would fall under this program?	The details are listed in the Scheme-Guidelines for namely Modified Scheme for Semiconductor Fab, Modified Scheme for Display Fab, Modified Scheme for Compound Semiconductors/ Silicon Photonics/ Sensors Fab/ discrete semiconductor

				fab and ATMP/OSAT available in public domain.
22	-	-	Does ISM use or envision use of any particular system or process for governance	Details available in documents available in public domain as mentioned in item 21
23	-	-	Can you provide details of the fiscal support and details of any of the recommended verification procedures	Same as item 22
24	-	-	Will the commercial payout be made at the time of disbursement of the support to the project or after the completion of the project?	Timelines for payment to PMC mentioned in RFP
25	-	-	What documentation should be provided for proof of requisite experience for the personnel	Same as item 4
26			Requesting a three-week extension for the bid submission deadline for RFP ISM-19/1/2022-ISM-DIC. The current submission date is August 23, 2024	Same as item 11
27	5	Scope of Work III. Financial assessments & monitoring c) Utilization of disbursed Fiscal Support: Ensuring utilization of fiscal support released, for the Project as per the agreed terms and conditions of FSA and implementation plan and observations in this regard including recommendations for improvement, in case required.	Request ISM to kindly modify the clause as under: “Reviewing and monitoring utilization of fiscal support released, for the Project as per the agreed terms and conditions of FSA and implementation plan and observations in this regard including recommendations for improvement, in case required.” Rationale: PMC can only support in reviewing the utilization of fiscal support released to the Applicants and provide suggestions for effective utilization. Thus, we request ISM to modify the clause to allow the bidder to review and monitor utilization of fiscal support rather than ensuring utilization.	Ok
28	8	Eligibility Criteria (A.) Sl. No. 4. Work Experience <ul style="list-style-type: none"> <li>• Three similar completed works, each costing not less than INR 40 crore OR</li> <li>• Two similar completed works, each costing not less than INR 50 crore OR</li> <li>• One similar completed work costing not</li> </ul>	ISM has sought to furnish documents/information including previous work orders and assignment completion reports in support of each evaluation parameter for the purpose of validation of the Bids submitted under this RFP. In lieu of proof towards completion, we request ISM to kindly allow following certification which	Same as item 4

		<p>less than INR 80 crore</p> <p>Please note that “similar completed works” includes any manufacturing/ consulting (incl. program management) in semiconductor/ display /electronics, either in India or globally, as stated in RFP.</p> <p>Costing here refers to value of the project executed.</p> <p>Estimated fiscal support disbursement under Semicon India Programme is around INR 60,000 Crore.</p>	<p>is generally adopted by other PSUs and add a clause in the eligibility criteria as under:</p> <p><b>“In case where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO/ CFO/ Head of bidding entity/ MD/Partner of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant/ TPIA/ Chartered Engineer (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted”</b></p> <p><i>Rationale: In case of NDA executed by PMCs with clients, most of the PSUs, Ministries allow above certification along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with clients.</i></p> <p><i>Accordingly, we request ISM to kindly allow above certification.</i></p>	
29	10	<p>Evaluation Criteria</p> <p>A. Technical Evaluation</p> <p>S. No. 1</p> <p>&amp;</p> <p>Evaluation Criteria</p> <p>A. Technical Evaluation</p> <p>S. No. 2</p> <p>1. Parameter: Actual experience in consulting/ project management with respect to manufacturing of semiconductor/display/ electronics (independent/ joint)</p>	<p>ISM has sought to furnish documents/ information including previous work orders and assignment completion reports in support of each evaluation parameter for the purpose of validation of the Bids submitted under this RFP.</p> <p>In lieu of proof towards completion, we request ISM to kindly allow following certification which is generally adopted by other PSUs and add a clause in the eligibility criteria as under:</p> <p><b>“In case where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in</b></p>	Same as item 4

		<p>2. Parameter: Monitoring/ managing experience of public/private assignments of at least INR 20,000 Crore (value of the project undertaken)</p>	<p>support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO/ CFO/ Head of bidding entity/ MD/Partner of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant/ TPIA/ Chartered Engineer (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted.”</p> <p>Rationale: In case of NDA executed by PMCs with clients, most of the PSUs, Ministries allow above certification along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with clients. Accordingly, we request ISM to kindly allow above certification.</p>	
30	11	<p>Evaluation Criteria A. Technical Evaluation S. No. 4 Manpower Support SMEs (8) One expert in construction of semiconductor facilities.</p>	<p>Request ISM to kindly modify the clause as under: One expert in vetting construction cost of semiconductor facilities. Rationale: SMEs should be considered for vetting of construction cost of semiconductor facilities rather than considering expert in construction of semiconductor facilities for the entire project</p>	<p>One expert in evaluating and reviewing construction of facilities and associated cost.</p>
31	14	<p>Bid-evaluation S.No. viii. All existing and potential conflict of interests shall be shared by the PMC after the execution of Agreement between ISM and PMC. The continuity of the scope of work shall be pursuant to the nature of conflict. Conflict of interest shall be tested for each Project before assigning it to the PMC. At the time of assignment of each Project, the PMC would be required to</p>	<p>Request ISM to clarify the scope of PMC with Project/ related entities which will fall under the potential conflict of interest.</p>	<p>Same as item 9</p>

		submit a written declaration specifying the status of its conflict of interest with respect to the Project/ related entities including any direct/ indirect association, as the case may be, along with its impact on discharge of the PMC's obligations as stated in the terms of Agreement between ISM and PMC. Decision of ISM in case of real conflict of interest will be considered final.		
32	29	Annexure – V: Proforma for Bank Guarantee for submission under this RFP S.No. 8 This Guarantee shall be irrevocable and shall remain in full force and effect until unless discharged/ released earlier by ISM in accordance with the provisions of the RFP/ agreement between ISM and Party B. The Guarantor's liability in aggregate shall be limited to a sum of INR...(Rupees only);	Existing clause does not mention the absolute value / maximum cap towards liability for the bidder. Request ISM to kindly indicate in the capping on liability in terms of absolute value (in INR) or as a % of contract value. Also, kindly clarify the Bank Guarantee value which will be taken from the successful bidder. Rationale: Typically, all RFPs will have a cap on liability. Hence, we request you to kindly include the same.	Basis the value of the Project(s) assigned, the amount for the bank guarantee(s) to be submitted by the successful bidder shall be determined as per GFR.
33	15-19	Payment Terms	Request ISM to kindly provide clarity on the number of projects to be managed. Also, kindly elaborate on the number of tranches / installments towards eligible incentive released to the applicant (of the project assigned). Additionally, kindly refer Appendix-1 below for other queries on payment terms.	The same shall depend upon the approvals accorded. Number of tranches of eligible fiscal support to be released shall depend from 4-5 tranches per year per Project.
34	19	Payment Terms xii. Notwithstanding the issue of the Completion Certificate and release of final Payment, ISM reserves the right to carry out a post-payment audit and/ or technical examination of the Services and the final bill including all supporting documentation	We understand that such audits must be confined to this project and project related deliverables only. Also, ISM can visit to our project office and audit the relevant documents. Request ISM to confirm if our understanding is correct. Also, request ISM to add below clause: "In case of such audit requirements, ISM will provide 30 days of prior written intimation to PMC on its intent of performing the audit." Rationale: Audit of PMC's office and system may not be appropriate as PMC will have data / information of other clients and it would be	Audits shall pertain to deliverables of the Projects assigned to PMC and the detailed terms shall be subject matter of subsequent Agreement between ISM and the PMC.

			breach of confidentiality in case client audits the office / system.	
35	25	Annexure – IV: Non-Disclosure Agreement	Confidentiality obligation of PMC is not protected under this non disclosure agreement. Further, confidentiality is perpetual. We request ISM to include the confidentiality rights of PMC under this proposal and cap the overall confidentiality obligation of PMC to maximum of 1 year of contract termination/expiry.	No change
36	26	Sl. no. 8 ISM Rights ISM reserves the right to obtain injunctive relief or any appropriate decree of specific performance in case of any failure of Party B to fulfil its obligations under this Agreement.	We understand that if Party B is directly and solely responsible for any breach under this Annexure -IV: Non-disclosure agreement, then such penalty/obligation must be judicially determined as part law of India. Further, such obligation on party B must be capped that should not exceed the fees paid to PMC/party B for this proposal/contract. We request ISM to kindly clarify if our understanding is correct.	Same as item 18
37	9	Schedule of Events  It may be noted here that the terms of the said agreement may include general conditions of contract (as per provisions of the applicable guidelines), special conditions of contract as well as the terms of this RFP.	GCC is mentioned in the RFP but there is no section on SCC provided in this RFP. We request ISM to clarify if any SCC or T&C related to contractual is applicable for this proposal.	Same as item 18
38			The existing RFP does not cover clauses on limitation of liability, termination rights, IPR etc. Accordingly, we request ISM to kindly add below clauses: “The Consultant/bidder may suspend or terminate the Contract, by not less than thirty (30) days in case: • Client does not make the payment to the PMC. • Does not adhere to the arbitration judgement.	Same as item 18

				<ul style="list-style-type: none"> <li>If PMC determines that a law, regulation or anything having similar import, or a circumstance (including cases where client's ownership or constitution has changed), makes PMC's performance of the Contract impermissible or in conflict with independence or professional rules applicable to PMC." Also, request ISM to add a clause in order to cap the indemnities including PMC's aggregate liabilities at the contract value. The bidder should be only liable for indemnities which are judicially determined and solely attributable to the bidder</li> </ul>							
39	9	Schedule of Events Sl. No. 4		Pre-Bid meeting - August 13, 2024 Request ISM to kindly provide the meeting link and timing for the pre-bid meeting scheduled on August 13,2024.	Provided						
40	9	Schedule of Events Sl. No. 5		Last date for bid submission – August 23, 2024 Request ISM to kindly allow additional time post issuance of addendum/ corrigendum based on the queries and extend the last date for bid submission.	Same as item 11						
41	15-18	Payment terms Payment (Part -1) = 50% of P		Request ISM to modify the ratio of payment towards Part-1 and Part-2 in ratio of 80:20 and change the clause as under: “Payment (Part -1) = 80% of P” Rationale: The current payment terms are back ended as there will be substantial efforts for Part-1 of the project.	No change						
		<table border="1"> <tr> <td><b>Scope of Work</b></td> <td><b>Time-frame for submission</b></td> <td><b>Payment based on Milestone</b></td> </tr> <tr> <td colspan="3"><b>Preparedness for implementation</b></td> </tr> <tr> <td>• Submission of Draft FSA</td> <td>30 days</td> <td>• 5 % of ‘P’ on finalization of FSA by ISM</td> </tr> </table>	<b>Scope of Work</b>	<b>Time-frame for submission</b>	<b>Payment based on Milestone</b>	<b>Preparedness for implementation</b>			• Submission of Draft FSA	30 days	• 5 % of ‘P’ on finalization of FSA by ISM
<b>Scope of Work</b>	<b>Time-frame for submission</b>	<b>Payment based on Milestone</b>									
<b>Preparedness for implementation</b>											
• Submission of Draft FSA	30 days	• 5 % of ‘P’ on finalization of FSA by ISM									



	<ul style="list-style-type: none"> <li>Vetting of implementation roadmap (including technological and financial arrangements)</li> <li>Submission of Risk Mitigation</li> </ul>	30 days	5% 'P' on acceptance of all documents by ISM"		
	<b>Technology Transfer (ToT)</b>			Request ISM to kindly elaborate on the timeline for "Completion of Technology Transfer" and clarify when the payment will be released. Also, request ISM to kindly modify the clause as under: "10% Post successful technology transfer as per the implementation plan"	Payment will be released upon declaration of technology transfer completion by ISM
	Report submission of completion of Technology Transfer process for various products before start of commercial production.	Completion of ToT	5% Post successful technology transfer as per the implementation plan.		
	<b>Production Commencement (Part/Full)</b>			Request ISM to kindly elaborate on the timeline for "Production Commencement" and clarify when the payment will be released. Also, request ISM to remove the timeframe mentioned in this clause and kindly modify the payment clause as under: "10 % of 'P' on commencement of production" Rationale: There may be delays in production of different products due to unforeseen reasons and linking it to PMC's payment terms will be a challenge. Accordingly, we request ISM to kindly link the payment to commencement of production.	Payment schedule has been specified in the RFP. No change
	<ul style="list-style-type: none"> <li>Cost analysis of the products being manufactured (manufacturing cost, average selling price, market rate)</li> <li>Analyzing the quality of the products manufactured</li> <li>Yield achieved vs benchmark</li> <li>Off-take agreements secured and customer</li> </ul>	Every Quarter from issuance of work order	<p>2.5% proportionally paid based on the production of different products as stated in the implementation plan (Part commissioning/Phase-1)</p> <p>2.5% proportionally paid based on the production of different products as stated in the implementation plan (Full commissioning)</p>		

		acquisition strategy •Financial analysis vs DPR projections				
		<b>Project Completion</b>				
		Submissions with specific comments on installed capacity installed vis-a-vis FSA, date of commissioning of full Project, yield achieved, quality of products, offtake agreements, final project cost with details of equipment, construction, utilities, technology transfer, takeaways and key learnings.	1 month from declaration of the commercial production for the stated capacity	Remaining fee component on finalization of Project completion report (50% of P- amount already released on above components)	Scope mentions “Quarterly Progress Report” while timeframe says “Every 6 months from the issuance of work order”. Request ISM to kindly clarify the exact requirement i.e. quarterly progress report or bi-annual progress report	The Progress report is to be submitted on a quarterly basis
		Payment (Part -2) = 50% of P, provided fiscal support paid to applicant (of the project assigned) is equal to eligible fiscal support approved for the project)			Request ISM to modify the ratio of payment towards Part-1 and Part-2 in ratio of 80:20 and change the clause as under: “Payment (Part -2) = 20% of P, provided fiscal support to applicant (of the project assigned) is equal to eligible fiscal support approved for the project)” Rationale: The current payment terms are back	No change

			ended as there will be substantial efforts for Part-2 of the project		
		<p style="text-align: center;"><b>Fiscal Support Disbursement</b></p> <p>Verification of periodic fiscal support claim submitted by the Applicant (of the project assigned) as per implementation plan, certification of reasonableness of rates, recommendation for releasing incentive</p>	<p>4 working days</p> <p>(Half of percentage (%) quoted in financial bid) * (Approved fiscal support released to the Applicant (of the project assigned))</p> <p><i><b>Illustrative example:</b></i>  <i>If the fee quoted is 0.1% by the bidder, For a project of INR 10,000 Cr.</i>  <math>P = 0.1 * INR\ 10,000\ Cr. = 10\ Cr.</math>  <i>Part-1 = 50% of 10 Cr. = 5 Cr. Part-2: Max 5 Cr.</i>  <i>If the First installment towards the Project is 200 Cr. First payment under Part-2 for the PMC will be = <math>(0.1\% * 200\ Cr.) / 2 = INCR\ 0.1\ Cr.</math></i>  <i>The payment to the PMC will be release within 15 days of the disbursements to the project.</i></p>	Request ISM to kindly modify the clause as under: <b>“Balance 20% of P to be released on first disbursement of fiscal support to the applicant by ISM”</b>	No Change
42	8	<p>Eligibility Criteria (A.)   Sl. No. 5.   Other conditions</p> <ul style="list-style-type: none"> <li>The Bidder has not been blacklisted by any government authority in any jurisdiction to undertake its business operations.</li> </ul>	<ul style="list-style-type: none"> <li>The Bidder <del>has is not been</del> blacklisted by any government authority in <b>India</b> <del>any jurisdiction</del> to undertake its business operations.</li> <li>No insolvency/ bankruptcy proceedings have been initiated against the Bidder.</li> </ul>	No change	

		<ul style="list-style-type: none"> <li>No insolvency/ bankruptcy proceedings have been initiated against the Bidder.</li> <li>The Bidder has not been subject to an administrative sanction in the past 5 years for fraud, corruption or for any other offense committed during a</li> <li>The Bidder has not been blacklisted by any government authority in any jurisdiction to undertake its business operations.</li> <li>No insolvency/ bankruptcy proceedings have been initiated against the Bidder.</li> <li>The Bidder has not been subject to an administrative sanction in the past 5 years for fraud, corruption or for any other offense committed during a solely attributable to it, such that it restricts DTTILLP's ability to provide the proposed services.</li> </ul>	<ul style="list-style-type: none"> <li><b>To the best of its knowledge and belief, T</b>the Bidder has not been subject to an administrative sanction in the past 5 years for fraud, corruption or for any other offense committed during a procurement process or performance of a contract.</li> <li>The Bidder has <del>never</del> <b>not</b> failed to fulfil its obligations under any agreement it may have entered into, nor its contractual term has been terminated on account of quality of services rendered <b>for reasons solely attributable to it, such that it restricts DTTILLP's ability to provide the proposed services.</b></li> </ul>	
43	9	<p>Schedule of Events Sl. No. 5 Last date for bid submission – August 23, 2024</p>	<p>Request ISM to kindly allow additional time of 2 weeks, i.e., till September 6, 2024 for technical bid submission. Rationale: We need adequate time to put together the documentation as mentioned in RFP. Hence, we request extension by 2 weeks.</p>	Same as item 11
44	8	<p><b>Eligibility Criteria  4 Work Experience</b></p> <ul style="list-style-type: none"> <li>Three similar completed works, each costing not less than INR 40 crore OR</li> <li>Two similar completed works, each costing not less than INR 50 crore OR</li> <li>One similar completed work costing not less than INR 80 crore</li> </ul>	<p>We request that the work experience requirements be updated as illustrated below -</p> <p>a) Three similar completed works each costing not less than INR 30 crore OR b) Two similar completed works each costing not less than INR 40 crore OR c) One similar completed work costing not less than INR 50 crore</p>	No change
45	9	<b>Last date of submission – Aug 23, 2024</b>	Considering Semicon is a niche and nascent sector in India, it is imperative that we bring in	Same as item 11

			global capabilities and liaison with teams across the globe to bring in all the requisite capabilities. For us to make a comprehensive and complete submission which would involve significant time in coordinating and building the proposal we request you to kindly extend the submission timeline by another 3 weeks.	
46	10	Evaluation Criteria   A2 Parameter: Monitoring/ managing experience of public/private assignments of at least INR 20,000 Crore (value of the project undertaken)	For the scope of work of this nature to be delivered, experience in monitoring/ managing experience in public/ private sectors is critical. The value of the project may not directly determine the capability. And hence, we request you to please consider the following clause for us to show the credentials: Monitoring/ managing/ consulting experience of public/private assignments	No change
47	12	Evaluation Criteria  Note below the evaluation criteria table  Please note that Bidder shall be required to furnish documents/ information (including those applicable as per Annexures to this RFP, previous work orders and assignment completion reports, CVs of the proposed team members including year- wise description of the relevant work experience, etc.) in support of each evaluation parameter for the purpose of validation of the Bids submitted under this RFP. It is important to mention here that ISM may ask for any other documents/ information if needed during evaluation of Bids. Acceptance of any document/Bid does not mean acceptance of the offer of the Bidder or the selection of the Bidder as PMC under this RFP.	The semiconductor industry is a highly closed and companies hold their projects/ work undertaken close owing to technology involvement and sensitive nature of the engagement. And hence, clients/ companies do not typically provide completion certificate.  Given this premise – request you to please consider the contract document/ purchase order/ engagement letter as the proof of work and request removal of requirement of completion reports.	Same as item 4

48	11	<p><b>Evaluation Criteria</b>  <b>Manpower support:</b>  Program manager  <b>Experience duration 10*1=10</b>  &gt; 25 years 100%  20 – 25 years 70%  15 – 20 years 40%</p>	<p>Request you to please consider the following manpower experience for program manager:  &gt; 20 years 100%  15 – 20 years 70%  10 – 15 years 40%</p> <p>Request you to please consider minimum experience of 10 years for program manager</p>	No change
49	12	<p>Evaluation Criteria  <b>Subject Matter Experts:</b>  Experience Marks duration  &gt; 20 years 100%  15 - 20 years 80%  10 - 15 years 60%  7-10 years 40%</p>	<p>Request you to please consider the following manpower experience for subject matter experts:  &gt; 15 years 100%  10 – 15 years 80%  7 – 10 years 60%  5 – 7 years 40%</p> <p>Request you to please consider minimum experience of 5 years for subject matter experts</p>	No change
50	13	<p>Bid evaluation criteria   Pt. v  The marks scored by the short-listed Bidders in the technical evaluation will then be given the weightage of 75% of the total score (T') and the financial evaluation will be given a weightage of 25% of the total score (F).</p>	<p>Considering technical expertise is of paramount importance to execute the scope of work as highlighted in this document for Semicon sector we request you to kindly consider the following:  80% of the total score (T)  20% weightage for financial evaluation (F)</p>	No change
51	15	<p>Payment (part – 1) 50% of professional fee split across multiple milestones  Project completion – 50% of professional fee split across multiple milestones</p>	<p>Owing to this being a large project and spread over multiple years, we request you to consider Payment (part – 1) to be 70% of the professional fee split across multiple milestones  30% upon project completion as highlighted in the RfP</p>	No change
52	-	Confidentiality	<p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be</p>	Necessary provisions already included in Annexure-IV (Non-Disclosure Agreement).

			<p>disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.</p>	
53	-	Confidentiality	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	Same as item 52
54	-	Intellectual Property Rights	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p>	<p>The provision for indemnity is covered under the RFP. However, specific clauses regarding the same are subject matter of subsequent</p>

			<p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p>	<p>Agreement between ISM and the PMC.</p>
55		Intellectual Property Rights	We agree to indemnify to the extent the damages/losses are finally determined by a	Disputes resolution covered in RFP and specific clauses regarding the



			competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	same are subject matter of subsequent Agreement between ISM and the PMC.
56		Intellectual Property Rights	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be	Same as item 54

			<p>unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
57	-	N/A	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables</p>	<p>Same as item 18.</p>

			<p>is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	
58	-	N/A	<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	Same as item 18
59	-	N/A	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the</p>	Same as item 18

			<p>below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	
60	-	Termination of Contract	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	Same as item 18
61	-	Conflict of Interest, disclosure of Interests and Links	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Same as item 9
62	-	N/A	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow	Provision of replacement included in RFP

			exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	
63	5	FSA will form the basis of monitoring of the key parameters, technological and financial arrangements release of payments, etc.	All the aspects of scope of work is referencing to pre- application stage of the project. At present there are four projects are already approved. How can the PMC address all the questions in the "Scope of work" if FSA is already in place?	While next steps for approved projects have been initiated, the necessary transactions are underway. Also, more approvals are expected under the Semicon India Programme. Thus, requisite support would be sought dependent upon the no. of projects approved and the stage of the approved projects
64	5	Technological assessment & monitoring a) Technology partnership: Vetting of proposed technology arrangement(s) submitted by the Applicants, strength of technology partner(s), technology transfer and roadmaps, etc.	How can PMC review these if the applications are already approved? Can the PMC submit the difficulties? Will there be a scope for corrective action?	Requisite support would be sought from the PMC to ensure proper technology transfer for the approved projects
65	5	Technology Transfer: Ensuring the technology transfer process in accordance with the agreed terms and conditions of FSA and technology agreement.	The Technology Transfer methodology is already approved by ISM when the Application was reviewed. What is the action PMC can take if the Technology Transfer is not adequate?	Same as item 64
66		Utilization of disbursed Fiscal Support: Ensuring utilization of fiscal support released, for the Project as per the agreed terms and conditions of FSA and implementation plan and observations in this regard including recommendations for improvement, in case required.	Does this allow the PMC to go to the site and do a physical verifications of the proper Utilization of the funds?	On-site consultants would be required to visit the project sites basis the requirement.
67		FSA will form the basis of monitoring of the key parameters, technological and financial arrangements release of payments, etc.	Does PMC has to 1.Signoff on total project scope, budget and Master Schedule document.	All reports, advisories, plan of action, etc. submitted by the PMC as a part of the deliverables shall be verified, signed and stamped by all the concerned SME nominated by PMC (with respect to the opinions/ advisories/ recommendations provided by them), Authorized signatory of the PMC along with the

				program manager of the PMC thus ensuring quality and reliability.
68	5	SCOPE Of Work	Signoff on the Financial Models especially the first 10 years.	Query not clear
69	5	SCOPE Of Work	Signoff on each RFQ or Spec for any equipment or service or hiring above some Value	Query not clear
70	5	SCOPE Of Work	Signoff on all payments and invoices	Query not clear
71	5	SCOPE Of Work	Signoff on all bid comparisons before a vendor selection can be made.	Query not clear
72	5	SCOPE Of Work	Signoffs on all Vendor Approval Drawing Markups before issue to any Vendor or Contractor.	Query not clear
73	5	SCOPE Of Work	Signoffs on all Vendor and Contractor Change Orders and Management thereof	Query not clear
74	5	SCOPE Of Work	Signoffs on Certified Drawings before vendors or contractors can start the procurement process or fabrication or construction	Query not clear
75	5	SCOPE Of Work	Visits to any vendor factories or offices during design discussions and fabrication progress inspections	Query not clear
76	5	SCOPE Of Work	Signoffs for final shipment of any vendor from anywhere including test results	Query not clear
77	5	SCOPE Of Work	Signoffs on Receiving and Storage Methodologies of all equipment before installation	Query not clear
78	5	SCOPE Of Work	Participation in any and all construction meetings	Query not clear
79	5	SCOPE Of Work	Construction Progress Inspection tied into Payments to vendors and contractors	Query not clear
80	5	SCOPE Of Work	Signoffs of all Digital Twin Simulators	Query not clear
81	5	SCOPE Of Work	Signoffs of all Static Testing including individual Process Loops Folders Management	Query not clear
82	5	SCOPE Of Work	Signoffs of all Dynamic Testing including individual Process Loops Folders Management	Query not clear
83	5	SCOPE Of Work	Signoffs of the Commissioning Team Training and Qualifications Results	Query not clear

84	5-6	Scope of Work	<p>We understand that the scope of work includes support by PMC team in Fabrication and Packaging of Semiconductors / Silicon Photonics /Sensors Fabs/ Semiconductors &amp; Semiconductor Packaging.</p> <p>Request your clarification</p>	<p>PMC support is required for successful implementation of the approved projects and the detailed deliverables are covered under “Scope of Work” in the RFP.</p>
85	6	<p>IV. Process monitoring, Sr. No. b</p> <p>b) Approvals: Reviewing adequacy of necessary licenses/ registrations/ permits/ clearances obtained by applicants and suggesting gaps for adherence to the compliance requirements as per approved SOPs, applicable laws/ rules/guidelines.</p>	<p>We understand that details related to state specific approved SOPs, applicable laws/ rules/ guidelines will be made available to successful bidder by India Semiconductor Mission.</p> <p>Request your clarification</p>	<p>Necessary due diligence with respect to Approvals are to be undertaken by the PMC themselves.</p>
86	6	<p>Eligibility Criteria, Sr. No.1</p> <p>Parameter – Organization Description* – Company/ LLP/ Partnership/ Joint Venture/ Consortium incorporated and established as per laws of India. It may be noted that upto 2 entities (including foreign entities) may collaborate for Partnership/ Joint Venture/ Consortia with a minimum of 26% equity stake in the arrangement. For Joint Venture/Consortia the “Lead Member” shall mean one entity, incorporated and established under laws of India, with highest equity stake in the arrangement.</p> <p>Such Lead Member shall be eligible to sign the documents on behalf of all members. The combined eligibility and evaluation parameters of all the members of the Partnership/ Joint Venture/ Consortia shall be considered.</p>	<p>We understand that unregistered Joint Venture/ Consortium upto 2 entities are allowed to participate as bidder, as creating an incorporated/Registered Joint Venture/ Consortium under company act will take lot of time and also not advisable for executing only one project.</p> <p>Request your clarification</p>	<p>Credible evidence (including registered documents) is required to be submitted to establish the nature of the bidder/PMC.</p>
87	8	<p>Eligibility Criteria, Sr. No.4</p> <p>Parameter – Work Experience Description* –</p>	<p>We understand that the similar work costing refers to overall total project value not the consultancy order value.</p>	<p>Same as item 3.4</p>

		<ul style="list-style-type: none"> <li>• Three similar completed works, each costing not less than INR 40 crore OR</li> <li>• Two similar completed works, each costing not less than INR 50 crore OR</li> </ul> <p>One similar completed work costing not less than INR 80 crore</p> <p>Please note that “similar completed works” includes any manufacturing/ consulting (incl. program management) in semiconductor/ display /electronics, either in India or globally, as stated in RFP.</p> <p>Costing here refers to value of the project executed. Estimated fiscal support disbursement under Semicon India Programme is around INR 60,000 Crore.</p>	<p>For Quality participation from consulting organization, we request you to please consider experience of projects under consultancy domain instead of including manufacturing experience under work experience.</p> <p>We request you to please modify the clause as below</p> <p>Parameter – Work Experience Description* –</p> <ul style="list-style-type: none"> <li>• Three similar completed works, each costing not less than INR 40 crore (<b>Overall project value</b>) OR</li> <li>• Two similar completed works, each costing not less than INR 50 crore (<b>Overall project value</b>) OR</li> <li>• One similar completed work costing not less than INR 80 crore (<b>Overall project value</b>)</li> </ul> <p>Please note that “similar completed works” includes any consulting (incl. program management) in semiconductor/ display /electronics, either in India or globally, as stated in RFP.</p> <p>Estimated fiscal support disbursement under Semicon India Programme is around INR 60,000 Crore.</p>	
88	9	<p>A. Technical Evaluation, Sr. No. 2</p> <p>Parameter - Monitoring/ managing experience of public/private assignments of at least INR 20,000 Crore (value of the project undertaken)</p>	<p>Clause restricts the participation as consulting organization with experience of project value of INR 20,000 Crore will be limited in numbers.</p> <p>For wider participation, we request you to please modify the clause as below</p> <p>Parameter - Monitoring/ managing/consulting experience of public/private entities with overall turnover of INR 20,000 Crore.</p>	No change
89	13	Bid-evaluation, Point No. V	We understand the importance of mission mode projects and would like to request for the	No change



		<p>The marks scored by the short-listed Bidders in the technical evaluation will then be given the weightage of 75% of the totalscore (T') and the financial evaluation will be given a weightage of 25% of the total score (F). The combined score based on QCBS of technical and financial bids will determinetheir position as H1, H2, H3 and so on.</p>	<p>preference to quality, therefore request you to modify the clause as below:</p> <p>The marks scored by the short-listed Bidders in the technical evaluation will then be given the weightage of 90% of the total score (T') and the financial evaluation will be given a weightage of 10% of the total score (F). The combined score based on QCBS of technical and financial bids will determine their position as H1, H2, H3 and so on.</p>	
90	15-17	<p><b>Payment Terms</b></p> <p>Payment (Part -1) = 50% of P</p> <p>Payment (Part -2) = 50% of P, provided fiscal support paid to applicant (of the project assigned)is equal to eligible fiscal support approved for the project)</p>	<p>For cashflow management during the currency of contract,we request you to modify the clause as below:</p> <p>Payment (Part -1) = <b>75%</b> of P</p> <p>Payment (Part -2) = <b>25%</b> of P, provided fiscal support paid to applicant (of the project assigned) is equal to eligible fiscalsupport approved for the project)</p>	No change
91		NA	<p>We request you for inclusion of clause on limitation of liability as below:</p> <p><b>Limitation Of Liability</b></p> <p>The aggregate liability of the Firm/Consultant/Bidder/Service Provider/ Contractor/ Agency whether in contract, tort, statue or otherwise shall be limited to the amount of the fees that the Firm/Consultant/Bidder/Service Provider / Contractor / Agency has received in connection with the Engagement. If the Engagement is of a recurring nature, then the aggregateliability shall not exceed the amount received by the Firm/Consultant/ Bidder/ Service Provider/ Contractor/ Agency in the immediately preceding year.</p>	Same as item 18

			<p>The above liability limit will not apply to any losses, damages or costs arising from the fraud, dishonesty, or gross negligence of the Firm or in respect of liabilities which cannot lawfully be limited or excluded.</p> <p>Neither party shall be liable to the other for any indirect, special, or consequential loss (including but not limited to loss of profit – whether direct or indirect - loss of production), loss of contracts, loss of use, loss of business, and loss of business opportunity.</p>	
92		NA	<p>We request you for inclusion of clause on indemnity as below:</p> <p><b>Indemnity</b>  The Client/Purchaser shall indemnify and hold harmless the Consultant/Bidder/Firm/Service Provider/Contractor/Agency for any losses incurred or damages suffered due to:</p> <ul style="list-style-type: none"> <li>i. Third party claims</li> <li>ii. Any fraud, misrepresentation, or omission of facts by the Client/Purchaser or its personnel</li> </ul>	Same as item 18
93		NA	<p>We request you for inclusion of clause on termination as below:</p> <p><b>Termination</b></p> <p>If a party is in breach of a material term of this Agreement, and despite written notice from the other party fails to remedy such breach within 30 days or such other period as may be agreed between the parties, then the other party shall be entitled to terminate this Agreement forthwith. Additionally, the Firm/ Bidder/ Consultant/ Service Provider /Contractor/ Agency will have the right to terminate this Agreement if its fees are not paid within the contractually agreed period by providing a prior written notice of () days. Termination of this Agreement shall not</p>	Same as item 18

			<p>prejudice or affect the accrued rights or claims or liabilities of either party.</p> <p>If the event of termination of the Agreement, the Firm/ Bidder/ Consultant/ Service Provider/ Contractor/ Agency shall be paid by the Client/ Purchaser for the services performed under the Agreement, up to the last day of the notice for termination of the Agreement including work in progress and substantiated demobilization costs.</p>	
94		NA	<p>We request you for inclusion of clause on confidentiality as below:</p> <p><b>Confidentiality</b></p> <p>Except with the prior written consent of the other party which shall not be unreasonably withheld, the parties shall not disclose nor cause or permit their employees, agents and consultants to disclose to third parties any confidential information relating to the Services, provided always that the parties may disclose such confidential information if required by applicable law or regulation, but only that portion of information which, to the extent permitted by the relevant law or regulatory requirement, is legally required to be furnished. The obligations set forth herein shall expire two (2) years after the termination of the Agreement.</p>	Same as item 18
95	9	<p>Schedule of Events, Sr.No. 5</p> <p>Information - Last date for bid submission Details - August 23, 2024</p>	<p>We request you to please extend the submission deadline and provide us at least <b>three weeks</b> after the release of responses to our queries/ corrigendum.</p>	Same as item 11