

RFP No.: ISM-19/1/2022-ISM-DIC**Subject:** Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme dated September 01, 2023**Issuing Agency:** India Semiconductor Mission**Pre-Bid Meeting:** September 21, 2023

S. No.	Responses to Queries			
	RFP Pg. No.	RFP Clause	Clarification Sought/ Requests/ Suggestions	Response
1.	6	No 2 of Eligibility Criterion Overall Turnover of Rs 500 Crores	If the Turnover Criterion Can be done away with Bankers willing to provide PBG for projects considering our expertise	No change
2.	7	No 4 of Eligibility Criteria	Our Experts Consultants have the experience , but no t no of projects or value given , Will less no of projects and Project Value be admissible for technical criteria	No change
3.	8	B. Team description (Minimum requirements): SME Experts (8 No.s)	SME expert to include Environmental project given the sensitivity of these issues.	There is no restriction to onboard/ engage the services of any other experts apart from the SME Experts stated
4.	8	B. Team description (Minimum requirements): Project Management Office Project Location Consultants requirement	Will this be provided in the nearest city/town for visiting with daily commute/transport facility arranged by the Executing Company?	The expenses on account of accommodation/ travel of the consultants deployed at the project site shall be borne by the PMC itself.
5.	14	Duration : 6 yrs plus 2 years probable addition	Can we suggest a 4 year initial engagement with a further engagement period of 4 years with revised T & C at that time	No change
6.	7	Section 4: Eligibility Criteria/ Point 3 Team Requirements A team of Subject Matter Experts (SMEs) headed by a Program Manager would be required as detailed in the “team description” and “evaluation criteria” under this RFP	It is requested to amend the clause to read as: A team of Subject Matter Experts (SMEs) and Project Management Office, headed by a Program Manager would be required as detailed in “team description” and “evaluation criteria” under this RFP	No change

7.	8	<p>Section 4: Eligibility Criteria/ Point 3</p> <p>Project Management Office</p> <p>Office with a core team comprising of minimum two (2) members in Delhi (including Program Manager) and two (2) dedicated general consultants deployed at the project site for the duration of Project to ensure better coordination.</p> <p>Presence of other members (including SMEs) at Delhi or project site is not necessary, unless specifically asked depending upon the requirement.</p>	<p>It is requested to delink the requirement of Program Manager resource from being located full-time in Delhi. This will allow for best-in-the-world expertise to be made available for ISM and/or additional qualified resources being deployed in Delhi. Kindly amend the clause to read as:</p> <p>Project Management Office</p> <p>Office with a core team comprising of minimum two (2) members in Delhi (including One (1) expert each in semiconductor manufacturing and program management domains), each having minimal 10 years of relevant experience in semiconductor industry; and two (2) dedicated general consultants (each having minimal 5 years of experience) deployed at the project site for the duration of Project to ensure better coordination.</p> <p>Presence of other members (including SMEs and Program Manager) at Delhi or project site is not necessary, unless specifically asked depending upon the requirement.</p>	No change
8.	17	<p>Section 9: Payment Terms/ Page 17/ Point V</p> <p>ISM reserves the right to withhold payments or make appropriate deductions or refuse payment in the event of delay/ failure of the PMC to render quality services as per the terms of the RFP and subsequent agreement entered into by the Parties. However, the PMC shall not be liable if the delay/ failure is attributable to reasons beyond its control (force majeure events)</p>	<p>It is requested to amend the provision in the RFP as the payments are milestone based. Please refer to the amended paragraph:</p> <p>ISM reserves the right to make appropriate deductions in the event of failure of PMC to render quality services as per the terms of the RFP and subsequent agreement entered into by the Parties. However, the PMC shall not be liable if the delay/ failure is attributable to reasons beyond its control (force majeure events)</p>	No change
9.	19	<p>Section 11: General Terms and Conditions/ Clause xi/ Point f</p>	<p>It is requested to remove the said point</p>	Refer corrigendum dated September 22, 2023, S. No.5

		PMC's liability to indemnify for the losses, pay damages to ISM		
10.	26	Annexure 4: Performa Bank Guarantee/ Point 4 The Guarantor shall also indemnify and keep ISM indemnified against all losses, damages, costs, charges claims and expenses (including legal costs) whatsoever which ISM may suffer, pay, or incur by reason of or in connection with any default on the part of Party B.	It is requested to remove the said clause.	No change
11.	23	Annexure 3: 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 suitably amend the clause 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". Party B may, however, disclose such confidential information to the extent that it: (a) is or becomes 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. The obligations under this agreement shall be valid for a period of three years from the date of termination of this agreement.	No change
12.	30	Annexure VI: Eligibility Criteria Compliance Undertaking	It is requested to suitable amend the clause as:	No change

		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	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.	
13.	18	Section 10: Payment Terms/ Clause 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.	It is requested to suitable amend the clause as: 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. 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 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 the 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.	No change
14.		Reports: Limitation of Liability	It is requested to insert the following clause: ISM (and any others for whom Services are provided) shall not recover from the PMC, in contract or, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect,	Refer corrigendum dated September 23, 2023, S. No.5

			<p>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. ISM (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.</p>	
15.		Reports: IP Rights	<p>It is requested to insert the following clause:</p> <p>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>	Subject matter of Agreement between ISM and the PMC
16.		Reports: Termination	<p>It is requested to insert the following clause:</p> <p>PMC may terminate this Agreement, or any particular Services, immediately upon written notice to ISM if PMC reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	Subject matter of Agreement between ISM and the PMC. However, the same shall also be subject to the rights of ISM as indicated in General terms and conditions sub clause xi. of the RFP.
17.		Reports: Internal Use	<p>It is requested to insert the following clause:</p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications PMC provides under this Agreement (“Reports”), other than information provided by the ISM, are for ISM's internal use only (consistent with the purpose of the particular Services)</p>	No change.

			including ISM's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside ISM's organization.	
18.	28	Annexure V: Technical Evaluation Bid Submission (Self-certification required) / Point 3 Experience in semiconductor/ display manufacturing/ project management	It is requested to suitably amend the clause to align with the Evaluation Criteria's parameter in Page 9 of the RFP. Please amend the point 3 of annexure V to read as: Actual Experience in consulting/ project management with respect to manufacturing of semiconductor/ display/ electronics (independent/ joint)	Refer corrigendum dated September 23, 2023, S. No.6
19.	28	Annexure V: Technical Evaluation Bid Submission (Self-certification required/ Point 4 Experience in monitoring/ managing high value assignments (INR 20,000)	It is requested to suitably amend the clause to align with the Evaluation Criteria's parameter in Page 9 of the RFP. Please amend the point 4 of annexure V to read as: Monitoring/ managing experience of public/ private assignments of at least INR 20,000 Crore	Refer corrigendum dated September 23, 2023, S. No.7
20.	30	Annexure VI: Eligibility Criteria Compliance Undertaking We hereby undertake that we comply with the Eligibility Criteria as mentioned in the RFP (No. ISM-19/1/2022-ISM-DIC) regarding Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme dated 09.06.2023.	It is requested to suitably amend the paragraph to read as: We hereby undertake that we comply with the Eligibility Criteria as mentioned in the RFP (No. ISM-19/1/2022-ISM-DIC) regarding Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme dated 01.09.2023.	Refer corrigendum dated September 23, 2023, S. No.8
21.	6	Eligibility criteria – S. No. 2; Annual revenue – minimum INR 500 Cr	The Authority is requested to relax this provision to Rs. 100 crores as this will enable strong competition in the bid given the turnover of management consulting firms from consulting / professional work. Authority is requested to modify the provision as the following: Average Annual Turnover from Consulting services over the last 3 (three) years i.e., FY22, FY21, FY20 – Should be a minimum INR 100 Cr (Turnover from tax/audit /	No change

			financial services/construction / non-consulting services not eligible) Reference: page 24; minimum eligibility requirements in the RFP for “General Management Consultancy for NHAI”	
22.	7	Work experience • Three similar completed works each costing not less than 40 Cr OR • Two similar completed works each costing not less than 50 Cr OR • One similar completed work costing not less than 80 Cr	The Authority is requested to add another provision of “Five similar completed works each costing not less than 20 Cr each Please also specify what exchange rate is going to be used when quoting values of projects outside India (where fees is earned in USD or EUR, for eg)	No change
23.	8	Team description (minimum requirement)	Authority is requested to suggest minimum time commitment expected out of each of the experts (including team lead). This is standard practice for GoI RFPs. Reference: page 62 (Input staff months out of a total of 24 months for key staff) in the RFP for Consultancy Services for formulation of development plan for National Highways /Expressways network for Bharatmala Pariyojana Phase– II	The committed timeframe for the resource(s) deployed shall be based on the requirement of the Project. PMC shall determine the duration of engagement basis the scope of work and timelines of deliverables.
24.	8	Schedule of submission Last date & time of submission is 12 days from pre-bid conference	Authority is requested to provide 3 weeks from release of pre-bid queries as the due date of the submission	No change
25.	9	Evaluation criteria, technical evaluation Presentation on approach, methodology and team expertise	May we request that 5 marks be additionally allotted to a case study demonstrating work done relevant to the current scope Reference: page 19 (technical evaluation criteria) of RFP for “selection of consultant for providing strategic advisory services” for GeM	No change
26.	10	Evaluation criteria, technical evaluation Manpower support	May we request that 10 marks out of 60 be kept for interaction with relevant experts as part of the presentation Reference: page 38 of RFP for appointment of consultant for strategic advisory services for transformation initiatives of Indian Railways	No change
27.	12	Bid evaluation Technical score weightage of 75% and financial score weightage of 25%	Most strategic consulting assignments in GoI setting have 80:20 QCBS, i.e. 80% weightage to technical score and 20% weightage to financial	No change

			<p>score. Reference examples:</p> <ol style="list-style-type: none"> 1. Page 27 of RFP for Consultancy Services for formulation of development plan for National Highways /Expressways network for Bharatmala Pariyojana Phase – II for NHAI 2. Page 24 of RFP for selection of consultant for providing strategic advisory services” for GeM 3. Page 42 of RFP for appointment of consultant for strategic advisory services for transformation initiatives of Indian Railways 4. Page 27 of RFP for Consultancy Services for Project Management for Parvatmala Pariyojana for National Highways Logistics Management Limited 	
28.	15-18	<p>Payment terms Table on payment terms</p>	<p>Authority is requested to specify the timeline of the deliverables covering the specified duration 80% of the payments. Otherwise it becomes very difficult for bidders to plan the deployment of their manpower, esp when part of the payment is also linked to the outcome of the firm (which the PMC has no control over, eg – reaching a certain % of production plan) Reference: page 39 of RFP for Consultancy Services for formulation of development plan for National Highways /Expressways network for Bharatmala Pariyojana Phase – II for NHAI</p>	No change
29.	15	<p>Payment terms</p>	<p>Since this is likely to be a multi- year engagement, may we suggest that 5% escalation be provided year on year. Reference: page 40, clause 7 and Page 100, clause (g) of RFP for Consultancy Services for formulation of development plan for National Highways /Expressways network for Bharatmala Pariyojana Phase – II for NHAI</p>	No change
30.	10	<p>Manpower support Team leader (tenure for maximum marks)</p>	<p>May we request that maximum marks be awarded at a minimum tenure of 20 years for the team leader (as against 25 years currently)</p>	No change
31.	10	<p>Manpower support Experts (tenure for maximum marks)</p>	<p>May we request that maximum marks be awarded at a minimum tenure of 15 years for the team leader (as against 20 years currently)</p>	No change

32.	4	Scope of Work I: Finalization of FSA Agreement	Can FSA also include guardrails for decoupling the India semiconductor manufacturing / test capacity from China (value chain) and avoid China being direct/indirect beneficiary of Indian capacity.	FSA should ensure proper utilization of the incentives disbursed while ascertaining compliance to the provisions of applicable laws.
33.	4.	Scope of Work I: Finalization of FSA Agreement	Can FSA terms also include guardrails for de-risking the India semiconductor manufacturing / test capacity from China (supply chains) and avoid China being in direct/indirect control of Indian capacity operations.	Same as covered in item 32
34.	5	Scope of Work II: Technological Assessment and Monitoring	Apart from included deliverables, Will Technological assessment also include both "Upstream and Downstream Transferred Technology Integration feasibility" of the Technology deemed to be transferred to ensure that the applicant can deliver "Product level technology success" . Thus deriving clear view of what product and end markets could be served with the Technology deemed to be transferred and how the applicants facility could impact import substitution in India.	No change
35.	5	Scope of Work III: Financial Assessment and Monitoring	Apart from included deliverables, Will Financial assessment and monitoring also include scrutiny to shield from China based funds. Thus to avoid future controls of operations and business decisions of India site. Is there a "ISM Committee for Foreign Investment in India" like US counterpart - if not we can help supplement.	Same as covered in item 32
36.	5	Scope of work II. Technological assessment & monitoring Technology partnership Vetting of proposed technology agreement(s) submitted by the Applicants, strength of technology partner(s), technology transfer and roadmaps, etc.	Technology agreements and Joint ventures being entered by the ISM applicants may or may not be governed by Indian laws. However, to qualify for a subsidy from ISM, we assume that ISM applicants will need to enter into agreements which will be governed by Indian laws. Hence, for the purpose of this engagement, we assume that our scope of work will be limited to the vetting of contracts covered only under Indian law. Kindly Confirm.	It includes all technology Agreements to be entered into for the Project.
37.	5	Scope of work	ISM shall facilitate receipt of all documentation from the applicant that is required to provide the technological	ISM shall facilitate only the documents provided for the

		<p>I. Finalization of the terms of Fiscal Support Agreement (FSA) FSA will form the basis of monitoring of the key parameters, technological and financial arrangements, release of payments, etc.</p>	<p>assessment and feasibility of the project. that is required for complete and detailed evaluation against the milestone.</p> <p>Kindly confirm</p>	<p>Project by the Applicant. Obtaining the necessary research articles, market analysis and other knowledge resource for the purpose of implementation, monitoring and benchmarking is the sole responsibility of the PMC.</p>
38.	6	<p>Eligibility Criteria A.Overall i.Organization Company/ LLP/ Partnership/ Joint Venture/ Consortium established as per laws of India. It may be noted that up to 3 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, established under laws of India, with highest equity stake in the arrangement. Such Lead Member shall be eligible to sign the documents on behalf of all members. The combined eligibility and evaluation parameters of all the members of the Partnership/ Joint Venture/ Consortia shall be considered.</p>	<p>It is submitted that consortium agreements, especially those involving legal firms with deep expertise in vetting technology agreements, will not entail a high stake for legal firms in the bid. Hence, request you to kindly consider addition of the below clause:</p> <p>“The above clause may not apply to consortium partners with legal firms and the same are excluded from this criterion”</p>	<p>No change</p> <p>Subcontracting is permissible and may be used for engaging 3rd party agency for legal advice. However, the PMC shall be responsible for all the work undertaken by them as mentioned in the RFP.</p>
39.	6	<p>Production Monitoring b) Quality: Reviewing and providing suggestions to the quality control protocols adopted for the Project with respect to the product qualification, reliability of chips, testing and quality of chips, yield benchmark and production target achievement, etc.</p>	<p>It is submitted that, given the highly technologically advanced nature of the industry and the products, the bidder may not get full access to the applicants products, production reports etc. Hence, it is requested that clarify that ISM will facilitate procurement of all such reports in order for the bidder to review and comment on all the parameters in post production.</p>	<p>Same as covered in item 37</p>

		c) Offtake: Reviewing adequacy of off-take agreements entered into by the applicants with customers		
40.	7	Eligibility Criteria S.No. 5 The Bidder undertakes that there is no conflict of interest that may be likely to impact its obligations while submitting its Bid or fulfilling subsequent terms of agreement in furtherance of this RFP	Request you to please consider limiting the requirements of conflict of interest to be curtailed to the Engagement team along with the SMEs selected for offering services for this PMC that has signed the NDA with ISM	Refer corrigendum dated September 23, 2023, S. No.2
41.	7	Eligibility Criteria S.No. 5 Other conditions: The Bidder undertakes that there is no conflict of interest that may be likely to impact its obligations while submitting its Bid or fulfilling subsequent terms of agreement in furtherance of this RFP	It is submitted that any declaration pertaining to conflict of interest can be given as of the current date only and not for future / potential conflicts. Additionally, the RFP, in page 13, point no. viii, already provides the bidder an opportunity to share all existing and future potential conflict of interest. Hence, request you to kindly amend this clause as follows: “The Bidder undertakes that they will provide clarity on any existing or future conflict of interest before signing of the agreement”	Same as covered in item 40
42.	7	Eligibility Criteria S.No. 5 Other conditions: The Bidder undertakes that there is no conflict of interest that may be likely to impact its obligations while submitting its Bid or fulfilling subsequent terms of agreement in furtherance of this RFP.	The RFP sets forth the condition that the successful bidder would have to sign an agreement (or contract), barring which the bidder would be penalized. Hence, it is important for the bidder to understand the contents of such an agreement, various clauses in it and terms and conditions, including those related to liabilities. Hence, it is requested to kindly provide the draft contract document which is standard practice for the procurement of all such services.	The terms of the Agreement shall substantially be based on the aspects covered under the RFP.
43.	8	Eligibility Criteria B. Team description (Minimum requirements) Program Manager (1 no.)	It is submitted that as semiconductor industry is in its nascency in India, and as the Program Manager is expected to be present in Delhi dedicated for this project, where there is no semiconductor industry, it may not be possible to have	No change

		Must have 15 years' experience of working/ managing/ consulting in Semiconductor manufacturing industry	people with 15 years or more experience in the first 1-2 years of Semicon India program. We also noticed that minimum qualification for SMEs has been reduced from 10 years in the previous RFP to 7 years in this RFP. Hence, it is requested to modify the clause as follows: "Must have 12 years' experience of working/ managing/ consulting in semiconductor manufacturing industry"	
44.	8	Eligibility Criteria B. Team description (Minimum requirements) Project Management Office Office with a core team comprising of minimum two (2) members in Delhi (including Program Manager) and two (2) dedicated general consultants deployed at the project site for the duration of Project to ensure better coordination	It is submitted that, the RFP doesn't mention the construction duration for each of the approved projects from ISM. Hence, request you to kindly mention the maximum duration of all projects for which two (2) dedicated general consultants will have to be deployed at project site.	No change
45.	8	Eligibility Criteria B. Team description (Minimum requirements) Project Management Office Presence of other members (including SMEs) at Delhi or project site is not necessary, unless specifically asked depending upon the requirement	It is submitted that most highly qualified SME's, especially for CMOS and Display fab setup, procurement and construction experts reside outside India and might be working in full time jobs as subject matter experts. Hence request you to allow any discussion with them over video call at a time convenient to ISM. If the above is not permissible, request you to kindly specify the maximum number of meetings for each of the SME and 2 Program managers either in Delhi or their requirement at the project site.	SME's from abroad can be engaged who can be available for VC/in-person meetings on need basis.
46.	10	Evaluation Criteria A. Technical Evaluation Point no. 4: Manpower Support SMEs (8) • One expert each for vetting of process technology related with i. CMOS	Some of the senior SMEs, with significant experience in setting up fabs, possess experience in more than one technology. Hence, it is requested to allow one profile to be proposed for more than one technology, provided the SME has more than cumulative 20+ years of experience.	No change

		ii. Display manufacturing iii. Compound Semiconductors iv. Semiconductor Packaging (5 * 4 = 20)		
47.	11	Evaluation Criteria B. Technical Evaluation Point no. 4: Manpower Support SMEs One expert in legal matters including IP transfer and technology transfer agreement	We do not provide any legal services since we are not permitted to provide the same. Our scope is limited to technical/commercial aspects and our services will not include the provision of any legal services or legal advice. No work performed by our employees shall be construed as legal service/legal advice during the execution of the scope of work as per this RFP. Kindly confirm the acceptance of this request.	Same as covered in item 38
48.	11	Evaluation Criteria Technical Evaluation Please note that Bidder shall be required to furnish documents/ information (including those stated in Annexures (I-VI), previous work orders and assignment completion reports, CVs of the proposed team members, etc.)	It is submitted that most of the relevant work done for top tier semiconductor companies are bound by Non-disclosure agreements, bound by which the consulting agency cannot reveal the name of the company or its location as this would impact SEC reporting guidelines. Hence, it is requested to allow self-declaration of the authorized signatory of the bidder for each of the credential presented for this bid. Therefore, we request the following changes made to this clause “Please note that Bidder shall be required to furnish documents/ information (including those stated in Annexures (I-VI), previous work orders and assignment completion reports or the same information attested by the bidders authorized signatory in case of NDAs with the project developer, CVs of the proposed team members, etc.)”	Credible documents may be submitted in addition to any other document/ information which may be sought by ISM at any stage.
49.	12	Evaluation Criteria Financial Evaluation Percentage (%) of approved incentive for each Project	Request you to kindly clarify whether this quote has to be inclusive or exclusive of all taxes and duties	Already clarified in the Evaluation Criteria B
50.	12	Evaluation Criteria Financial Evaluation Percentage (%) of approved incentive for each Project	It is submitted that as per this clause, the bidder is quoting fees as a % of approved incentive. Whereas the payment terms in page 16 is a % of eligible project cost.	Refer corrigendum dated September 23, 2023, S. No.3

			Hence, request you to clarify the fees in case the approved incentive for the project is less than 50% of the eligible project cost.	
51.	13	Bid Evaluation viii All existing and potential conflict of interests shall be shared by the PMC after the execution of Agreement between ISM and PMC.	In case ISM selects H1 bidder as the consulting firm and later it finds that H1 has a conflict with respect to a project that got approved by ISM and is being assigned to the bidder, will the project be offered to H2 or H3.	Only one Bidder will be selected as covered in Bid evaluation sub clause vi.
52.	14	Payment terms Payment (in %age of agreed fees) based on milestones	It is submitted that, given the scope of work for the bidder, detailed in this document, the work to be performed is continuous in nature and will require full involvement of bidder's project team throughout the lifecycle of project monitoring. Hence, it is requested that ISM change the payment terms from milestone based payments to that of time and material as is common with various other flagship programs of Government of India. This will not only help the bidder provide a highly accurate estimate of the effort required but also help ISM control the costs of PMC charges for monitoring such large scale program.	No change
53.	14	Payment terms Technology transfer Payment (in %age of agreed fees) based on milestones 5% Post successful technology transfer as per the implementation plan	Request you to kindly clarify the % of which component is being referred here	Same as covered in item 50
54.	14	Payment terms Technology transfer Payment (in %age of agreed fees) based on milestones	2.5% proportionally paid based on the production of different products as stated in the implementation plan (Part commissioning/Phase-1) 2.5% proportionally paid based on the production of different products as stated in the implementation plan (Full commissioning)	Same as covered in item 50

55.	15	<p>Payment terms Project Production</p> <p>i) Cost analysis of the products being manufactured (cost, average selling price, market rate)</p>	<p>It is our observations that the price of the products being manufactured is determined by the complexity of custom-made chips, latest technologies and processes and time quoted for delivery. Hence, market rates cannot be accurately determined for these high technology products.</p> <p>It is requested to kindly delete this clause as mentioned in Annexure I</p>	No change
56.	15	<p>Payment Terms Performance Evaluation</p> <p>i) Physical & financial progress vis-à-vis the implementation plan ii) Status of procurement and installation of equipment iii) Status of Technology transfer iv) Remarks on Quality Control measures intended to be adopted v) Adequacy of approvals/registrations/ licenses/ permits taken vi) Evaluation of customer acquisition plan/achievement vii) Estimated date for part/full commissioning of the project viii) Financial and technical viability of the project</p>	<p>It is submitted that, to fulfill the scope of work as stated under this reference clause, the bidder needs full access to applicants project site and complete knowledge of the applicants project in order to</p> <ol style="list-style-type: none"> 1. Check status of procurement 2. Check status of installation 3. Check whether technology transfer has been successful 4. Adequacy of approvals/registrations/license/permits taken 5. Evaluate customer acquisition plan 6. Estimated date of commissioning 7. Technical and financial viability of the project <p>It is also submitted that given that the bidder is not engaged by the applicant, the bidder may not be given complete access to the project site and project details. Given the sensitive and advanced nature of the semiconductor technology, it is requested that ISM facilitate complete access to the project site and project information, barring which, the bidder may not be able to fulfill its obligations against the scope of work.</p>	Same as covered in item 37
57.	16	<p>Payment terms Project completion Remaining fee component on finalization of Project completion report (50% of P- amount already released on above components)</p>	<p>It is our understanding that as mentioned in this clause 50% of 'P' is already paid. Request you to clarify that in this case, does the 'remaining fee component' clause refer to the overall fee for the engagement</p>	Same as covered in item 50
58.	16	<p>Payment terms Part 2</p>	<p>It is submitted that given the time taken for procurement and construction of mega projects, a reasonable progress</p>	No change

		<p>Incentive Disbursement Verification of periodic incentive claim submitted by the Applicant (of the project assigned) as per implementation plan, certification of reasonableness of rates, recommendation for releasing incentive Timeframe for submission (from issuance of instructions) 4 days</p>	<p>reporting timeline would be at least every 30 days. Additionally, even for ISM, it may not be possible to keep track of such large number of reports generated over a period of time for timely incentive disbursement. Hence request the updates to be shared every 30 days as per the scope of work in this RFP. Request you to kindly modify the timeframe as “Timeframe for submission from issuance of instructions – 30 days”</p>	
59.	16	<p>Payment terms Part 2 Incentive Disbursement Payment (in %age of agreed fees) based on milestones P=0.1*INR 10,000 Cr.=10 Cr</p>	<p>Request you to clarify whether this is supposed to be P=0.1% *INR 10,000 Cr.=10 Cr</p>	Refer corrigendum dated September 23, 2023, S. No.4
60.	16	<p>Payment terms Part 2 50% of P, provided incentive paid (Half of percentage (%) quoted in financial bid) * (Eligible incentive released to the Applicant (of the project assigned)</p>	<p>It is submitted that while part 2 payment is mentioned as 50% of P, the payment based on milestone (half of percentage * eligible incentive) adds up to only 25% of P, assuming the entire incentive to the applicant is paid out in a best case scenario. For instance, in the example used:</p> <ul style="list-style-type: none"> • If the fee quoted is 0.1% by the bidder, • For a project of INR 10,000 Cr. P=0.1% *INR 10,000 Cr.=10 Cr. • Part-1=50% of 10 Cr.=5 Cr. Part-2: Max 5 Cr. • If the total incentive paid out is 50% of eligible project cost, which is 50%* INR 10,000 Cr • Total payment under Part-2 for the PMC will be= (0.1% * INR 5,000 Cr.)/2 = INR 2.5 Cr. <p>In this is correct, the bidder is getting paid only 50% of part 2 and not 100%, in spite of the applicant getting their full eligible, approved incentive.</p>	Same as covered in item 50

			Request you to clarify whether our understanding is right and request you to make necessary changes if needed	
61.	17	Payment Terms v. force majeure	Request you to kindly clarify the force majeure clause as the same is not standard across contracts	Subject matter of Agreement between ISM and the PMC
62.	17	Payment Terms v. Incentive disbursement	Given that the RFP requires bidders team to be deployed at project site, and given that the bidder is paid only when there is incentive disbursement, kindly let us know the payment terms in case the project is delayed or stopped by the project developers due to various reasons outside of control of the bidder	Timeline for payments is dependent on achievement of different milestones and all payments are not linked to incentive disbursement.
63.	17	Payment terms Footnote 1. All reports, advisories, plan of action, etc. submitted by the PMC as a part of the deliverables shall be verified, signed and stamped by all the concerned SME nominated by PMC (with respect to the opinions/ advisories/ recommendations provided by them), Authorized signatory of the PMC along with the program manager of the PMC thus ensuring quality and reliability.	<p>To evaluate the FSA, process, equipment costs, constructions, project finance, legal etc. we will be bringing together a team of Subject matter experts located in various parts of India and across the world including USA, Singapore, Taiwan, Malaysia etc.</p> <p>The SMEs are experts in their subject but may or may not be able to comment on the entire report, plan of action and advisory recommended by other SMEs. Thus, all SMEs will not be competent to sign on all reports or a combined report.</p> <p>Hence, it is requested to modify the clause as below: It may be noted that all reports, advisories, plan of action, etc. submitted by the PMC as a part of the deliverables shall be verified, signed, and stamped by the Authorized signatory of the PMC along with the program manager of the PMC thus ensuring quality and reliability.</p>	No change
64.	19	General terms and conditions xi. In case it is found at any time before signing of the agreement for Services that the PMC has failed to fulfill the eligibility criteria or has willfully misrepresented to possess the same or suppressed any material fact or provided any false	We request you to add the following liability cap: "In accordance with standard industry practice, the PMC's aggregate liability under this engagement and in connection with the services shall be for direct damages and shall, in all circumstances and events, be limited to one time the fees paid to the PMC by the Client. The PMC shall not be liable for any indirect or consequential losses."	Refer corrigendum dated September 23, 2023, S. No.5

		<p>information or has failed to provide any information/ document within prescribed timeframe, or failed to perform any obligations agreed between ISM and PMC during the term of the agreement entered into by the Parties, ISM's rights for necessary action stand reserved including but not limited to either/all of the following:</p> <p>(a) cancellation of award of RFP/ agreement and awarding the same to other Qualified Bidder(s);</p> <p>(b) blacklisting the defaulting Bidder from participating in any similar bid process (including the present RFP).</p> <p>(c) forfeiture of the EMD or Performance Guarantee submitted (as the case may be);</p> <p>(d) Requirement of specific performance of due obligations within prescribed timeframe;</p> <p>(e) withholding of any payment due;</p> <p>(f) PMC's liability to indemnify for the losses, pay damages to ISM;</p> <p>(g) Recourse to any other remedy available under law.</p>	Kindly confirm.	
65.	23	<p>Non-Disclosure agreement</p> <p>6. Return of Confidential Information</p> <p>Party B shall promptly return or destroy all copies, of the Confidential Information disclosed in whatever form reproduced or stored (accept as required under procedure established by law), upon fulfilment of the Authorized Purpose, completion/ termination of the Association or at any time, ISM may require.</p>	<p>We wish to clarify that "Notwithstanding anything to the contrary, PMC shall be allowed to retain sufficient documentation as part of its professional records to support and evidence the work performed by PMC. Such retention shall be subject to obligations of confidentiality mentioned herein".</p> <p>Please confirm.</p>	Already covered in the said clause.

66.	7	Eligibility Criteria 4 - Work	Can we show high value similar projects performed in other sectors outside Semiconductor and Electronics industry (e.g. Nuclear, Telecom, IT, Government, etc.)	No
67.	7	Eligibility Criteria - Team Requirements	Can we assign a Program Director (from abroad with intermittent and not continuous presence in India) in place of a Program Manager who is able to direct a team of Program Manager, Project Managers, PMO Team and SMEs ?	No
68.	9	Evaluation Criteria - Monitoring/ managing experience of public/private assignments of at least INR20,000 Crore	Does this criteria relate to Project Value or fees ? Can it be relaxed ? Can this experience be shown from outside India ?	Project value, however, no relaxation is permitted. Relevant domestic/ global experience may be considered.
69.	5	Scope of Work II. Technology 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.	1. What are the expected details / documents that would be made available, any other provisions created for the PMC agency/consultant to evaluate the technology partners / transfer process? Please confirm if the PMC consultant(s) will be provided access to the technology of the applicants before the applicant is selected/short listed. 2. Are the SMEs under this RfP expected to have access to the Technology Partners knowledge base? Please confirm if the PMC consultant(s) will be given access to the technology partnership arrangement(s), roadmaps etc. submitted by the applicant.	Same as covered in item 37
70.	5	Scope of Work II. Technology assessment & monitoring b) Technology Transfer: Ensuring the technology transfer process in accordance with the agreed terms and conditions of FSA and technology agreement.	What is the provision for the PMC agency / consultant to evaluate the technology partners method of Transfer of Technology(ToT)? Please confirm if the PMC consultant(s) will be provided access to the ToT process / methodology of intended partner.	The expertise of PMC is required basis the Scope of the Work.
71.	8	Evaluation Criteria: Team description Program Manager 1. Should have postgraduate professional qualification in Engineering/ Business administration/ relevant fields.	Request you to change second sentence to "Must have 15 years' experience of working/ managing/ consulting in Semiconductor and electronic manufacturing industry." to cover experience of end to end value chain	No change

		2. Must have 15 years' experience of working/ managing/ consulting in Semiconductor manufacturing industry.	
72.	8	<p>Evaluation Criteria: Team description</p> <p>Project Management Office: Office with a core team comprising of minimum two (2) members in Delhi (including Program Manager) and two (2) dedicated general consultants deployed at the project site for the duration of Project to ensure better coordination. Presence of other members (including SMEs) at Delhi or project site is not necessary, unless specifically asked depending upon the requirement.</p>	<p>1. Since projects may be based anywhere in India, requesting you to change "core team comprising of minimum two (2) members in Delhi (including Program Manager)" to "core team comprising of minimum one (1) member in Delhi". Other members could travel to Delhi or Project site on need basis.</p> <p>2. Kindly clarify if the "two general consultants deployed on project site" will be for each individual "project site" or can be common team members for the overall project or engagement.</p>
73.	9	<p>Evaluation Criteria: Technical Evaluation</p> <p>Actual experience in consulting/ project management with respect to manufacturing of semiconductor/display/ electronics (independent/ joint)</p>	<p>Please confirm if a declaration of the number of years of experience from Authorised Signatory would be fine to share.</p>
74.	10	<p>Evaluation Criteria</p> <p>A. Technical Evaluation</p> <p>S.No: 4 Manpower Support - SMEs:</p> <p>* One expert each for vetting following manufacturing technologies:-</p> <p>i) CMOS</p> <p>ii) Display</p> <p>iii) Compound Semiconductors</p> <p>iv) Semiconductor Packaging</p> <p>* One expert in vetting the semiconductor equipment cost including refurbished equipment for CMOS/Display manufacturing/Compound Semiconductors/Discrete Sensors/Silicon</p>	<p>For the given scope, depending on the level of engagement, support expected, complexity of exact project, SMEs may have partial or full utilization, or may even need to be supported by junior team members (say 1-3 members). Kindly share any guidance on expected workload / time effort expected from SMEs for six years deployment / duration (for broad effort estimation), or whether they would need to be supported by additional team members?</p>
			<p>1. No change</p> <p>2. Resource optimization may be considered on need basis for each Project.</p>
			Same as covered in item 48
			Same as covered in item 23

		<p>photronics/Semiconductor Packaging. * One expert in vetting construction cost of semiconductor facilities.</p>		
75.	11	<p>Evaluation Criteria: Technical Evaluation Bidder shall be required to furnish documents/ information (including those stated in Annexures (I-VI), previous work orders and assignment completion reports, CVs of the proposed team members, etc.) in support of each evaluation parameter for the purpose of validation of the Bids submitted under this RFP</p>	<p>Several clients in both public sector and private sector do not issue assignment completion reports post project completion, as a general practice. In such cases, kindly allow submission of CA certification validating the project completion as an alternate document.</p>	<p>Same as covered in item 48</p>
76.	14	<p>Payment Terms The agreed fee in furtherance to the quote received shall be paid on the basis of the Projects actually assigned to such PMC as per the terms of the work order issued post signing of the agreement between the Parties as mentioned in this RFP.</p>	<p>This RFP states for a fixed fee per project (basis the capex range) and projects are expected to spread over long time periods. In addition, the capital investment scheme is also open for applications for a long duration. Hence, an annual increase in the quoted fixed fee shall be allowed at a suitable rate accounting for inflation.</p>	<p>No change</p>
77.	15	<p>Payment Terms Production Commencement (Part/Full) - Every quarter from the issuance of the work order: • Cost analysis of the products being manufactured (manufacturing cost, average selling price, market rate) • Analyzing the quality of the products manufactured • Yield achieved vs benchmark • Off-take agreements secured and customer acquisition strategy • Financial analysis vs DPR projections Every Quarter from issuance of work order</p>	<p>The RFP states that the submission time frame for "Production Commencement" reports to start every quarter from the issuance of the work order. Kindly clarify if this is from work order or post the production setup.</p>	<p>No change</p>

78.	6	<p>Eligibility Criteria A. Overall 1. Organization Organisation- Company/ LLP/ Partnership/ Joint Venture/ Consortium established as per laws of India. It may be noted that up to 3 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, established under laws of India, with highest equity stake in the arrangement. Such Lead Member shall be eligible to sign the documents on behalf of all members. The combined eligibility and evaluation parameters of all the members of the Partnership/ Joint Venture/ Consortia shall be considered.</p>	<p>It is understood by the Consultant that any of the Partner whether Lead or JV can together fulfil the requirement or any of the partner can fulfil the requirement. Also, as per the requirement of the RFP No minimum qualification is required for any of the partners to qualify in JV/Lead.</p>	<p>The combined eligibility and evaluation parameters of all the members of the Partnership/ Joint Venture/ Consortia shall be considered.</p>
79.	6	<p>Eligibility Criteria A. Overall 1. Organization Organisation- Company/ LLP/ Partnership/ Joint Venture/ Consortium established as per laws of India. It may be noted that up to 3 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, established under laws of India, with highest equity stake in the arrangement. Such Lead Member shall be eligible to sign the documents on behalf of all members. The combined eligibility and</p>	<p>It is understood by the consultant that a Foreign Firm needs not to be registered in India. It is requested to please ammend that any of the members in the consortium needs to be registered in India as per the company Laws</p>	<p>No change</p>

		evaluation parameters of all the members of the Partnership/ Joint Venture/ Consortia shall be considered.		
80.	6	Eligibility Criteria A. Overall 2. Annual Revenue- Minimum 500 cr INR	It is requested to please clarify the all the JV partners collectively needs to qualify this criterion.	Same as covered in item 78
81.	7	<p>Eligibility Criteria A. Overall 4. Work Experience</p> <ul style="list-style-type: none"> • Three similar completed works, each costing not less than INR 40 crore OR • Two similar completed works, each costing not less than INR 50 crore OR • One similar completed work costing not less than INR 80 crore <p>Please note that “similar completed works” includes any semiconductor/ display manufacturing/ electronics/ consulting/ project management, either in India or globally, as stated in RFP</p>	It Is understood by the consultant that any organization/company providing the consulting or PMC services in any of the consulting fields including IT Consulting, Digital Consulting or Infrastructure consulting will be considered in Similar completed works Please Clarify	Same as covered in item 66
82.	25-26	Reference to Annexure IV – Proforma for Bank Guarantee	Sub-points 2 and 8 require an INR amount for the Bank Guarantee to be declared by the bidder. In the absence of an absolute amount for the program fees, can the bidder submit a notional amount at the time of RFP submission. Please clarify	Performance Security (Bank Guarantee) amount will be 7% of the estimated fee payable to PMC for estimated incentive disbursement of INR 60K crore as explained in S. No. 5 of corrigendum.

83.	8	Schedule of Events	Bid submission date shall be extended upto 15/10/2023	Same as covered in item 24
84.	6	<p>Eligibility Criteria (A.) Sl. No. 1. Organization Company/ LLP/ Partnership/ Joint Venture/ Consortium established as per laws of India. It may be noted that up to 3 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, established under laws of India, with highest equity stake in the arrangement. Such Lead Member shall be eligible to sign the documents on behalf of all members. The combined eligibility and evaluation parameters of all the members of the Partnership/ Joint Venture/ Consortia shall be considered.</p>	<p>Request ISM to allow use of member firm credentials & resources/expertise and add the following clause: “Technical experience & resources/expertise of the bidding entity’s branch office/ parent/ sister/member of same network or member of same global firm may be considered for the eligibility criteria and evaluation criteria provided a certificate is given by the bidding entity mentioning that they would be able to draw resources/expertise from them as and when required to fulfil the commitments.” Rationale: Project experience sought in this eligibility criteria and evaluation criteria stipulates to provide credentials of global assignments. The global assignments are undertaken by the entities in the corresponding geography.</p> <p>These entities are separate legal and independent entities and are referred as a network of member firms. Thus, we request ISM to kindly allow to provide technical experience of the bidding entity’s branch office/ parent/ sister/member of same network or member of same global firm as well. Additionally, as a general practice followed by most of the PSUs/ Ministries, technical experience and resources of the bidding entity’s branch office/ parent/ sister/member of same network or member of same global firm is considered.</p>	Refer corrigendum dated September 23, 2023, S. No.1
85.	8	<p>Eligibility Criteria (A.) Sl. No. 4. Work Experience Work Experience</p> <ul style="list-style-type: none"> • Three similar completed works, each costing not less than INR 40 crore OR • Two similar completed works, each costing not less than INR 50 crore OR • One similar completed work costing not less than INR 80 crore Please note that “similar completed works” includes any semiconductor/ display manufacturing/ electronics/ consulting/ project 	ISM has sought to furnish documents/ information including previous work orders and assignment completion reports, CVs of the proposed team members, etc.) 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 is generally adopted by other PSUs and add a clause in the eligibility criteria as under: “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	Same as covered in item 48

		management, either in India or globally, as stated in RFP.	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” 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.											
86.	10	<p>Evaluation Criteria A. Technical Evaluation S. No. 1 & Evaluation Criteria A. Technical Evaluation S. No. 2</p> <p>1. Parameter: Actual experience in consulting/ project management with respect to manufacturing of semiconductor/display/ electronics (independent/ joint)</p> <table border="1"> <thead> <tr> <th>Experience duration</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>or = 10 years</td> <td>100%</td> </tr> <tr> <td>8 - 10 years</td> <td>80%</td> </tr> <tr> <td>5 - 8 years</td> <td>60%</td> </tr> <tr> <td>3- 5 years</td> <td>40%</td> </tr> </tbody> </table> <p>2. Parameter: Monitoring/ managing experience of public/private assignments of at least INR 20,000 Crore</p>	Experience duration	Marks	>or = 10 years	100%	8 - 10 years	80%	5 - 8 years	60%	3- 5 years	40%	ISM has sought to furnish documents/ information including previous work orders and assignment completion reports, CVs of the proposed team members, etc.) 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 is generally adopted by other PSUs and add a clause in the eligibility criteria as under: “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.” Rationale: In case of NDA executed by PMCs with clients, most of the PSUs, Ministries allow above	Same as covered in item 48
Experience duration	Marks													
>or = 10 years	100%													
8 - 10 years	80%													
5 - 8 years	60%													
3- 5 years	40%													

			<p>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</p> <p>Accordingly, we request ISM to kindly allow above certification.</p>	
87.	10	<p>Evaluation Criteria A. Technical Evaluation S. No. 2</p> <p>Parameter: Monitoring/ managing experience of public/private assignments of at least INR 20,000 Crore</p>	<p>Work experience in eligibility criteria stipulates that we can provide experience of similar work done in India or globally. Accordingly, we request ISM to kindly clarify if we can provide global assignments for this parameter as well. Also, we request ISM to allow ongoing projects and kindly modify the parameter clause as under: “Monitoring/ managing experience of public/private assignments of at least INR 20,000 Crore in India or globally (completed/ ongoing).”</p> <p>Rationale: Such high value assignments are generally of longer duration. Accordingly, we request ISM to kindly allow ongoing projects in India or globally as well.</p>	<p>Same as covered in item 68.</p> <p>On-going projects shall not be considered.</p>
88.	14	<p>Bid-evaluation S.No. viii</p> <p>All existing and potential conflict of interests shall be shared by the PMC after the execution of Agreement between ISM and PMC. The continuity of the scope of work shall be pursuant to the nature of conflict. Conflict of interest shall be tested for each Project before assigning it to the PMC. At the time of assignment of each Project, the PMC would be required to submit a written declaration specifying the status of its conflict of interest with respect to the Project/ related entities including any direct/ indirect association, as the case may be, along with its impact on discharge of the PMC’s obligations as stated in the terms of Agreement between ISM and PMC. Decision of ISM in case of real conflict of interest will be considered final.</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>Conflict of interest may be considered as per standard business practice.</p>

89.	9-29	<p>Schedule of Events S.No.8 Evaluation Criteria A. Technical Evaluation S. No. 3 Annexure – V: Technical Evaluation Bid submission S. No. 5 Presentation by the shortlisted Bidders - Will be intimated later Presentation on approach, methodology & team expertise (Scoring by Tender Evaluation Committee as mentioned in this RFP.) Presentation on approach, methodology & team expertise Understanding of the scope of work & plan of action including</p>	<p>Request ISM to kindly not include the presentation on approach, methodology & team expertise as a part of the technical submission and allow to submit on a later date post bid submission and presentation by shortlisted bidders for evaluation. Rationale: In assignments of such nature, generally approach, methodology & team expertise is evaluated basis presentation and discussion post bid submission.</p>	No change
90.	26	<p>Annexure – IV: Proforma for Bank Guarantee or submission under this RFP S.No. 8</p> <p>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);</p>	<p>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.</p>	Same as covered in item 82
91.	15	<p>Payment Terms</p>	<p>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</p>	Proposals within the outlay sanctioned under Semicon India Programme will be considered.
92.	8	<p>Eligibility Criteria Sl. No. 5. Other Conditions</p> <ul style="list-style-type: none"> • The Bidder has not been blacklisted by any government authority in any 	<p>Request ISM to kindly confirm if bidder can use its own verbiage to submit these declarations, or please provide specific format in which such declarations have to be provided</p>	Format provided in Annexure-VI

		<p>jurisdiction to undertake its business operations.</p> <ul style="list-style-type: none"> • No insolvency/ bankruptcy proceedings have been initiated against the Bidder. • The Bidder has not been subject to an administrative sanction in the past 5 years for fraud, corruption or for any other offense committed during a procurement process or performance of a contract. • The Bidder has never failed to fulfil its obligations under any agreement it may have entered into nor its contractual term has been terminated on account of quality of services rendered. • The Bidder undertakes that there is no conflict of interest that may be likely to impact its obligations while submitting its Bid or fulfilling subsequent terms of agreement in furtherance of this RFP. 		
93.	9	<p>Schedule of Events Sl. No. 5 Last date for bid submission – 03.10.2023</p>	<p>Request ISM to kindly allow additional time of 4 weeks, i.e., till 31.10.2023 for technical bid submission. Rationale: We need adequate time to put together the documentation as mentioned in RFP. Hence, we request extension by 4 weeks</p>	<p>Same as covered in item 24</p>
94.			<ol style="list-style-type: none"> 1. What happens if a PLI applicant decides to back out of the project (for whatever reason) or there is a delay in implementation time-line; How will the PMC be compensated for their work? 2. If PMC's due diligence report is not favorable for the PLI applicant and they contest it, does ISM mediate and resolve this? How will this work? 	<ol style="list-style-type: none"> 1. The PMC shall be entitled to payment for the Services rendered to the satisfaction of ISM. 2. It may be noted that the deliverables by PMC shall be submitted to ISM which may in its sole discretion take necessary steps. 3. ISM will form a Committee to resolve such cases.
95.			<p>In the case that the PMC is engaged w a client (along with its experts etc) and is unable to find an alternate team to serve this RFP, what happens?</p>	<p>This may attract penalty. Decision of ISM shall be binding including seeking recourse to the remedies listed in the RFP or available at law in case of absence of a alternative arrangement or mitigation plan during a conflict-of-interest situation.</p>

96.		Isnt it better that there is a prime and backup awarded, so if one PMC cannot serve, the ISM has a backup?	No change and reference may be made to item 95 above.
97.		Just to clarify - this clause existed in the earlier RFP - In the event of conflict of interest, H1 Bidder shall recuse, and H2 Bidder may be approached for association as per this RFP. If the situation arises that both the Bidders have worked for the Applicant at some stage in any capacity both the Bidders recuse and process for engaging H3 Bidder (or next subsequent Bidder) shall be initiated	No change and reference may be made to item 95 above.
98.		If ISM is not convinced of backup, esp as the PMC cannot find the alternate team because ground reality is that the experts we have also might be on the client project. Request ISM to reconsider this clause - and at least pick 2 - H1/H2 as backup.	No change and reference may be made to item 95 above.
99.		Request corrigendum to include details on 1/ Conflict of interest	No change and reference may be made to item 40 and 95 above.
100.		Regarding the SMEs in Team Description, it is required that they have undergraduate degrees and minimal work experience in their relevant fields. The clause of relevant field is applicable to experience or degree as well? Some roles, like IP Transfer expert, may have a technical degree but not a law degree. Will this be acceptable?	Appropriate degree such as LLB would be required for legal expert.
101.		Can we engage some of SMEs on a part-time basis?	This is at the discretion of the PMC
111.		Will the annual revenue of the global firm apply to be considered in case their Indian member firm does not have 500cr annual revenue?	Same as covered in item 84
112.		Are we expected to submit the profiles of on-site resources along with the bid as they are not getting evaluated technically?	No
113.		The selected Bidder (PMC) shall enter into an agreement with ISM for rendering Services as per this RFP till the duration of the Scheme including any amendments made thereto. Work order(s) may be issued in respect to the Projects specifically assigned to the PMC. ○ Is the agreement and work order separate ○ As Work order will be given for	As specified in the RFP, agreement crystalizes the terms of engagement between ISM and PMC while the work order will be issued in the furtherance of the same with respect to each project. The financial quote shall be valid for the entire term of engagement with ISM as discussed.

			each project, in case a new project is approved in year 4 of the scheme, will the PMC's quote be valid for 6 years from then? In this case how will the additional efforts of pmc be compensated?	
114.			If PMC chooses to go into a consortium with a legal firm, the legal firm may not have 26% equity in the fees. Can the consortium be exempted from 26% in this specific case?	Same as covered in item 38
115.			Request corrigendum to include details on 1) Conflict of interest 2) Governance model	Same as covered in item 40
116.			When is the project deemed completed?	Project shall be considered completed when the Project company declares commercial production for the entire project capacity.
117.			What is the exit clause for PMC?	Same as covered in item 16
118.			What are the expected outputs from our side? How long do we have as preparation once the project begins? Who would we be reporting the outputs to? How big the Work org chart would be?	Scope of Work and timeframe for submission may be referred to in the RFP. Reporting details shall be provided by the ISM. Minimum team requirements have been specified in the RFP.