

**RFP No.: ISM-19/1/2022-ISM-DIC****Subject:** Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme dated June 09, 2023**Issuing Agency:** India Semiconductor Mission**Pre-Bid Meeting:** June 30, 2023**Responses to the Pre-bid Queries**

S. No.	Queries Received			Response
	RFP Pg. No.	RFP Clause	Clarification Sought/ Requests/ Suggestions	
1.	6	Eligibility Criteria	Minimum annual revenue INR 500 Crore (US\$62M) has been asked. In the event, if Consortium is participating, the combined turnover be considered The annual turnover be reduced to INR 100 Crore (US\$12M).	The combined turnover of all the members of the Consortium shall be considered provided the equity stake of each member is at least 26% in consortium. Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.6 includes the same. No change required in the annual turnover.
2.	9	Evaluation Criteria	Among 3 schemes introduced under Modified Semicon India Program viz: - Scheme for setting up Semiconductor Fabs, - Scheme for setting up Display Fabs, - Scheme for setting up Compound Semiconductors/Silicon Photonics/ Sensors Fab/and Semiconductor ATMP/OSAT facilities in India, Base infrastructure requirements like Power/Water/Waste Water and Cleanroom facilities are similar except CR classification. Can a common SME be nominated towards vetting construction cost of semiconductor facilities for above 3 schemes, or a separate SME be named for each scheme?	One expert in vetting construction cost of semiconductor facilities for all 3 Schemes under Semicon India Programme can suffice provided the SME has relevant experience for facilities covered under all 3 Schemes.
3.	7	Schedule of Events	Last date and time for bid submission is given as T+31(10 Jul 2023) which may be extended by 21 days so as Consortium arrangements can be made with other specialist players.	The bid submission date has been extended as T+45 i.e. July 24 2023. For reference, may please see Corrigendum-2 dated July 3, 2023 S. No.8.
4.	NA	NA	Do you see any advantage if I (XXX) choose to apply to this RFP due to credibility and certification (PMP) ?	Query unclear

5.			Is there any funding limitation/cap for this RFP? (This will be helpful to determine key activities and plan the resources)	There is no specific monetary capping with respect to the fees of PMC. However, competitive reasonable costing would be considered for this purpose.
6.			Can I include project team and key resources from abroad or should they all be Indians?	Resources/ Consultants from abroad/ India can be engaged. However, dedicated person(s) for each/group of projects should be deployed who will coordinate for the Project with ISM or its agency for fulfilling obligation as per scope of the work and to verify reasonableness of bills on daily basis (large projects) or weekly basis (small projects) to avoid delay in recommending payment claims submitted w.r.t. the Project. Dedicated resource(s) should take approval of SMEs/Experts concurrently to avoid accumulation of backlog. Dedicated Resource(s) deployment may be linked with the progress of the Project.
7.			Are you also open to consider consultancies with HQ abroad?	Organization should have an Indian office even if HQ is abroad.
8.			Are you open to consider independent consultants?	Only those meeting the eligibility requirements stated in RFP are eligible.
9.			Will I be expected to stay in India in the case I win this RFP?	Basis the requirement, resources/ consultants would be required for the Project sites. Other resources/ consultants may stay overseas but should be available for discussion in case they are needed. However, verified documents/certificates needs to be submitted under signature of SMEs and Overall in-charge (Program Manager).
10.	5	Scope of work II. Technological assessment & monitoring a) Technology partnership	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.
11.	4	Notice Inviting Bids (ii)	Kindly modify the clause as: Interested Bidders who meet the eligibility criteria may furnish their Bids separately with all the necessary documents (as mentioned in this RFP) in a	Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.1 includes the same.

			sealed cover within 31 days from the date of publication by 16:00 Hrs. The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective markings in bold letters). The first envelope should not contain any cost information whatsoever. The sealed envelopes Cover 1 and Cover 2 should again be placed in a separate sealed cover, which shall be clearly marked with the name of the assignment	
12.	4	Scope of work I. Finalization of the terms of Fiscal Support Agreement (FSA)	As per the Notification issued for the Modified Scheme for setting up of Semiconductor Fabs in India and the Modified Scheme for setting up of Display Fabs in India, both issued on October 4th, 2022, Support under the scheme shall be provided for a period of six years. The tenure of the actual fiscal support outflow may be extended based on the approval of the MeitY. Given that these projects could be built over a long period, we as a bidder need to understand how long this engagement will be for. Hence, kindly provide the maximum duration for a project that could be approved by ISM and will become part of FSA and define the tenure of the incentive disbursement process and monitoring of production.	The initial tenure will be 6 years from the date of approval. However, the tenure may be extended based on the requirements of the Project and approval of the competent authority. Reference may be made to Corrigendum-2 dated July 3, 2023 S. No.13.
13.			ISM shall facilitate receipt of all documentation, including market analysis and references cited in DPR and revenue forecast and justification for assumptions in the financial model, that is required for complete and detailed evaluation against the milestone. Kindly confirm	ISM shall facilitate only the documents provided for the 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.
14.	5	Scope of work III. Financial assessments & monitoring b) Expenditure Vetting	Typically for large capital projects undertaken within India, the project monitoring scope is provided in detail listing out the frequency of receipt of incentive applications, the nature of documentation, the deployment of personnel at the site etc. Such detail will allow the bidder to estimate the volume of work and the number of resources required for the same. Lack of clarity on the above may lead to every bidder assuming different scope which may also result in incorrect estimation by the bidders and difference of opinion during project execution. Hence, it is requested that the scope may be explained in detail including the number of incentive requests to be received per quarter, the expected turnaround time, requirements for site inspections, requirements for analysis of the depth of construction costs, type of documentation being sought from the ISM applicant and whether the same shall be certified by a competent authority such as chartered accountants, chartered engineers and countersigned by an authorized signatory of the ISM applicant	Guidelines for the respective schemes under the Semicon India Programme as well as the RFP issued may be referred for this purpose.  Incentive request w.r.t. the Project will depend on the requirement and progress of the Project. It is expected that 4-6 claims will be submitted in a year. Since many invoices will be generated on daily basis, dedicated resource(s) to handle Project(s) needs to be provided at Project site depending upon the progress of work. The person(s) deployed should obtain verification certificates from respective SMEs/Experts and take approval of Program Manager in order to keep documents ready. Depending upon the need, documents/certificates of management/chartered engineer/chartered accountant

				<p>countersigned by an authorized signatory of Project may be asked as agreed in FSA.</p> <p>Purpose of this arrangement is to process claim for the Project without any delay whenever it is submitted.</p> <p>Further, it may be noted that the Project specific requirements may vary and need different arrangements.</p> <p>For 3 schemes, it is expected that two or three Fab/Display fabs and four or five OSATs, Compound semiconductor/others proposals may be approved within the outlay sanctioned under Semicon India Programme.</p> <p>In case, outlay is increased, more proposals may be approved. It is estimated that approval process may be concluded in 4-8 quarters.</p> <p>Estimated number of Projects/claims in a year/approval timeline etc. may help in understanding scope of the work.</p>
15.	5	<p>Scope of work</p> <p>IV. Process monitoring</p> <p>a) Implementation Strategy</p> <p>ii. Construction:</p>	<p>Typically for large capital projects undertaken within India, the project monitoring scope is provided in detail listing out the frequency of receipt of incentive applications, the nature of documentation, the deployment of personnel at the site etc.</p> <p>Such detail will allow the bidder to estimate the volume of work and the number of resources required for the same. Lack of clarity on the above may lead to every bidder assuming different scope which may also result in incorrect estimation by the bidders and difference of opinion during project execution.</p> <p>Hence, it is requested that the scope may be explained in detail including the number of incentive requests to be received per quarter, the expected turnaround time, requirements for site inspections, requirements for analysis of depth of construction costs, type of documentation being sought from the ISM applicant and whether the same shall be certified by competent authority such as chartered accountants, chartered engineers and countersigned by an authorized signatory of the ISM applicant</p>	<p>Same as covered in item 14 above.</p>
16.	6	<p>Eligibility Criteria</p> <p>Other conditions</p>	<p>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</p>	<p>No change required considering the critical nature of the projects and the quantum of monetary risk involved)</p>
17.	6	<p>Eligibility Criteria</p> <p>2. Annual Revenue</p>	<p>After considering and evaluating the Scope of Work and the quantum of service to be provided, we understand that the selected bidder will be evaluating ISM</p>	<p>No change required.</p>

			<p>applications with investments as high as USD 5 Bn and more. This will ensure that large firms with a good understanding of project development and consulting work in India and capable of evaluating high-value projects in an Indian context shall participate in the bidding for the given RFP. Hence, to ensure high-quality work for this program of national significance, it is suggested to modify the clause for eligible bidders to have a turnover of at least INR 1,000 from the Indian Market.</p> <p>Request you to kindly modify the clause as: “Minimum INR 1,000 Cr from the Indian Market”</p>	
18.	6	Eligibility Criteria	<p>Kindly confirm that in case of the bidder being a consortium, the eligibility of one of the consortium members will be sufficient for meeting the eligibility criteria.</p>	<p>The combined eligibility and evaluation of all the members of the Consortia shall be considered, provided the equity stake of each member is at least 26% in consortium. Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.6 includes the same.</p>
19.	6	Eligibility Criteria 4. Work Experience	<p>Since the bidder will be awarded individual projects at a time, it is requested to kindly consider that the completed work could be 40% of the bidder’s quote for project/capex cost greater than USD 5 Bn.</p> <p>Request you to kindly modify the clause as:</p> <ul style="list-style-type: none"> <li>• Three similar completed works each costing not less than the amount equal to 40% of the estimated financial quote amount being proposed for the category of project with capex of more than USD 5 Bn. OR</li> <li>• Two similar completed works each costing not less than the amount equal to 50% of the estimated financial quote being proposed for the category of project with capex of more than USD 5 Bn OR</li> <li>• One similar completed work costing not less than the amount equal to 80% of the estimated financial quote being proposed for the category of project with capex of more than USD 5 Bn</li> </ul>	<p>Work Experience Criteria has been modified as: Estimated incentive disbursement under Semicon India Programme is INR 32,500 Crore (A), financial quote, in %age, (B). Bid amount (C) = A x B</p> <ul style="list-style-type: none"> <li>• Three similar completed works each costing not less than the amount equal to 40% C OR</li> <li>• Two similar completed works each costing not less than the amount equal to 50% C OR</li> <li>• One similar completed work costing not less than the amount equal to 80% of C.</li> </ul> <p>Amendment to RFP via Corrigendum-2 dated July 3, 2023 includes the same (S. No.7).</p>
20.	6	Scope of Work IV. Process monitoring a) Implementation Strategy iv. Monitoring	<p>All activities of project development will be dependent on the timely and accurate efforts of the ISM applicant, which are beyond the control of PMC.</p> <p>Request you to kindly modify the clause as follows: “Assist in monitoring the milestones as per agreed timelines, expected cost and time overrun and suggest a plan to handle ongoing compliances”</p>	<p>Amendment to RFP via Corrigendum-2 dated July 3, 2023 includes the same (S. No.3).</p>
21.	6	Scope of Work	<p>All activities of project development including applying for the relevant licenses/registrations/permits/clearances and adherence to the compliance</p>	<p>Amendment to RFP via Corrigendum-2 dated July 3, 2023 includes the same (S. No.4).</p>

		IV. Process monitoring b) Approvals	<p>requirements as per approved SOPs, applicable laws/rules/guidelines will be dependent on the timely and accurate efforts of the ISM applicant and are beyond the control of PMC.</p> <p>Request you to kindly modify the clause as follows:  “Monitoring procurement of necessary licenses/ registrations/ permits/ clearances and adherence to the compliance requirements as per approved SOPs, applicable laws/ rules/ guidelines”</p>	
22.	7	Eligibility Criteria Team Description Program Manager (1 no)	<p>It is understood that the PMC will assess technical, financial, procurement, construction and product performance, and advise on regulatory environment (approvals) for the project. We assume that the program manager will not only have to coordinate with SMEs for their technical expertise but should also be able to analyze and suggest a realistic project schedule understand procurement and construction, project finance and expenditure control and analyze ground-level reports across the life cycle of the project. Hence, the Program Manager should possess relevant experience in working/managing/consulting in the Semiconductor manufacturing industry along with a good understanding of regulatory approvals, construction, and grounding projects within India. Hence, it is requested to modify the eligibility sub-clause for the program manager as:</p> <p>Program manager:</p> <ol style="list-style-type: none"> <li>1. Should have postgraduate professional qualification in Engineering/ Business administration/ relevant fields.</li> <li>2. Must have at least 15 years’ experience of working/ managing /consulting/grounding projects</li> <li>3. Must have at least 10 years’ experience of working/ managing/ consulting in the Semiconductor manufacturing industry.</li> <li>4. Must have at least 3 years' experience in grounding projects in India</li> <li>5. Should have monitored procurement and construction activities</li> <li>6. Should possess working knowledge of project finance</li> </ol>	While the requirements stated in the RFP are mandatory, the QCBS evaluation would award higher marks to more qualified and experienced professionals/team.
23.	7	Eligibility Criteria 5. Other Conditions	<p>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 consortium.</p> <p>Hence, it is requested to kindly provide the draft contract document which is standard practice for the procurement of all such services.</p>	The terms of the agreement shall be shared, discussed and negotiated with the PMC immediately after the Offer Letter is given.

24.	9	<p>Evaluation Criteria A. Technical Evaluation 4. Manpower Support Program Manager</p>	<p>It is understood that the PMC will assess technical, financial, procurement, construction and product performance, and advise on regulatory environment (approvals) for the project. We assume that the program manager will not only have to coordinate with SMEs for their technical expertise but should also be able to analyze and suggest a realistic project schedule understand procurement and construction, project finance and expenditure control and analyze ground-level reports across the life cycle of the project. Hence, the Program Manager should possess relevant experience in working/managing/consulting in the Semiconductor manufacturing industry along with a good understanding of regulatory approvals, construction, and grounding projects within India. Hence it is requested to modify the clause as below: Expert in overall implementation plan vetting and management in relevant domains. (10*1=10) Scoring criteria as under:</p> <table border="1" data-bbox="546 647 1290 890"> <thead> <tr> <th>Semiconductor experience</th> <th>Project grounding experience</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>12 years</td> <td>5 years</td> <td>100%</td> </tr> <tr> <td>11 years</td> <td>4 years</td> <td>70%</td> </tr> <tr> <td>10 years</td> <td>3 years</td> <td>40%</td> </tr> <tr> <td colspan="3">Project grounding experience should be in addition to semiconductor experience</td> </tr> </tbody> </table>	Semiconductor experience	Project grounding experience	Marks	12 years	5 years	100%	11 years	4 years	70%	10 years	3 years	40%	Project grounding experience should be in addition to semiconductor experience			Same as covered in item 22
Semiconductor experience	Project grounding experience	Marks																	
12 years	5 years	100%																	
11 years	4 years	70%																	
10 years	3 years	40%																	
Project grounding experience should be in addition to semiconductor experience																			
25.	9	<p>Evaluation Criteria A. Technical Evaluation 4. Manpower Support SMEs</p>	<p>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.</p>	Opinion of legal consultant is required under this RFP. Accordingly, resources/ consultants may be engaged. Subcontracting is permissible and can be used for engaging 3 <sup>rd</sup> party agency for legal advice. However, the PMC shall be responsible for all the work undertaken by them as mentioned in the RFP (Corrigendum-2 dated July 3, 2023 S. No.16 may be referred)															
26.	9	<p>Evaluation Criteria A. Technical Evaluation 4. Manpower Support</p>	<p>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 20+ years of experience.</p>	Basis the nature of technologies and expertise required, individual experts having suitable experience in more than one technology may be considered.															
27.	10	<p>Evaluation criteria B. Financial Evaluation</p>	<p>The RFP clause doesn't discuss applicable taxes and duties as per Indian laws in the financial quote section. Hence, request you to kindly revise the financial quote form to indicate taxes and duties</p>	The present RFP invites financial quotes for professional fee excluding any applicable taxes.															

28.	10	Bid-evaluation	We request you to kindly clarify how the value of (F) will be determined.	<p>Financial Evaluation criteria (modified) is given below: Bidders will give financial quote as a percentage of approved incentive for each Project of any size, as per table given below (Refer item 19 above for more clarity):</p> <table border="1" data-bbox="1509 341 2152 480"> <thead> <tr> <th data-bbox="1509 341 1832 443">Percentage (%) of approved incentive to the Project (In numerals)</th> <th data-bbox="1832 341 2152 443">Percentage (%) of approved incentives to the Project (In words)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1509 443 1832 480" style="text-align: center;">-</td> <td data-bbox="1832 443 2152 480" style="text-align: center;">-</td> </tr> </tbody> </table> <p>Illustrative example:</p> <ul style="list-style-type: none"> <li>• For example, Bidder may give financial quote of 0.01% (or any percentage) of approved incentive to the Project. In table given above, they should write 0.01 (in numerals in the left column) and ‘zero point zero one’ (in words in the right column).</li> <li>• During financial evaluation, lowest percentage of financial quotes given by an eligible technically qualified Bidder will get 100 marks and scores of all other Bidders will be normalized.</li> <li>• If ISM has given approval to a Project for an eligible project cost or capex (as applicable) of Rs 20,000 crore, for which Project will get incentive of Rs. 10,000 crores, then 0.01% financial quote given by Bidder would result in a total fee of Rs 1 crore (=10,000*0.01/100) for this Project.</li> </ul> <p>Payment will thereafter be released as per the milestones mentioned in RFP. (Corrigendum-2 dated July 3, 2023 S. No.11 may be referred)</p>	Percentage (%) of approved incentive to the Project (In numerals)	Percentage (%) of approved incentives to the Project (In words)	-	-
Percentage (%) of approved incentive to the Project (In numerals)	Percentage (%) of approved incentives to the Project (In words)							
-	-							
29.	12	Duration	As per the Notification issued for Modified Scheme for setting up of Semiconductor Fabs in India and Modified Scheme for setting up of Display Fabs in India, both issued on October 4th, 2022, Support under the scheme shall be provided for a period of six years. The tenure of the actual fiscal support outflow may be extended based on the approval of the MeitY. Semiconductor and Display fabs are usually built over a period of 4-5 years in multiple phases.	<p>The initial tenure will be 6 years from the date of approval as covered in item 12.</p> <p>Taking above into account, the Bidders should plan and offer quotes. Payments are all milestones linked and relevant resources will be required as per scope of the work.</p>				



			<p>Hence, it is possible that the bidder may have to evaluate the applications for a period of over 10 years assuming projects that may be approved in year 6 of the scheme.</p> <p>It is submitted that due to various external factors not in our control, such as duration of incentive disbursement in FSA, price inflation, INR-USD exchange rate fluctuations etc., it is not possible to give a competitive financial quote today that will be valid for a period of 10 years or more in the future</p> <p>Hence, it is requested to limit our contract term for a period of 3 years from the signing of the first agreement. The contract could be extended upon mutual agreement on financial quote after completion of 3rd year of the contract.</p> <p>Kindly Confirm</p>	
30.	13	<p>Payment terms Project Implementation v)</p>	<p>Typically for large capital projects undertaken within India, the project monitoring scope is provided in detail listing out the frequency of receipt of incentive applications, the nature of documentation, the deployment of personnel at the site etc.</p> <p>Such detail will allow the bidder to estimate the volume of work and the number of resources required for the same. Lack of clarity on the above may lead to every bidder assuming different scope which may also result in incorrect estimation by the bidders and difference of opinion during project execution.</p> <p>Hence, it is requested that the scope may be explained in detail including the number of incentive requests to be received per quarter, the expected turnaround time, requirements for site inspections, requirements for analysis of the depth of construction costs, type of documentation being sought from the ISM applicant and whether the same shall be certified by a competent authority such as chartered accountants, chartered engineers and countersigned by the authorized signatory of the ISM applicant</p>	Same as covered in item 14 above.
31.	13	<p>Payment terms Project Implementation vii)</p>	<p>Resource suitability will depend on various factors including availability, training plan etc. as decided by the experts within the ISM applicant's firm.</p> <p>It is requested that the evaluation of the human resources by PMC will only be limited to the high-skill /semi-skilled workforce and will be limited to the evaluation of their CVs as submitted by the approved ISM applicant in a format provided by PMC. PMC will not conduct any physical or virtual interviews or background checks of their education, compensation, certificates etc. nor verify their continuous deployment plan post the initial deployment.</p> <p>Please confirm</p>	<p>The PMC shall be required to determine the requirements (qualification and experience) of the workforce as well as analysis of the manpower being onboarded in terms of evaluation of CV.</p> <p>Conduct of interviews, onboarding formalities shall not be the responsibility of the PMC.</p>

32.	13	Payment terms	<p>PMC will evaluate all the agreements and project progress as per the scope of work in the RFP. However, large capital projects are often delayed due to reasons beyond the control of the PMC. Hence, it would be unfair to tie payment to PMC solely to the disbursement of incentives in blocks of 10%, 15% and 25%. This would lead to significant amounts of PMC payments stuck for longer periods of time, effecting our working capital and thereby our ability to deliver work in a timely manner.</p> <p>Therefore, it is kindly requested to consider a payment model that compensates bidders in a manner which is fair to both ISM and the PMC.</p> <p>Hence, request you to kindly modify the clause as mentioned in Annexure I.</p>	Flexibility has been provided in deploying resources/ consultants as per the need and progress of the Project. In view of this, the original terms and conditions will be retained.
33.	13	Payment terms Production i)	<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>	PMC's role is to provide this. In this regard, market survey, reports and various web sites are available. Thus, original clause will be retained.
34.	13	Payment terms Production	<p>Typically such large projects may or may not achieve 100% production given various economic and market factors.</p> <p>Hence, it is requested to modify this clause as "Post production of 70% of the approved installed capacity"</p>	No change is required.
35.	13	Payment terms Preparedness of Implementation i) & ii)	<p>Based on the suggestions from the PMC on the preliminary technology arrangements, ISM might reject a proposal or request the applicant to re-apply. Hence, it is requested that the PMC be paid the fees of % of total agreed fees the application approval is delayed beyond 60 days of PMC submitting its report.</p> <p>Also, it is further requested that if the applicant re-applies after significant period, the PMC be allowed to treat the same as a new evaluation.</p> <p>Hence, request you to kindly modify the clause as mentioned in Annexure I.</p>	It is hereby clarified that the scope of work for the PMC is restricted to assisting in the implementation of the approved Projects for which payment to PMC linked with milestones have been fixed.
36.	13	Payment terms Project Implementation v)	<p>Typically for large capital projects undertaken within India, the project monitoring scope is provided in detail listing out the frequency of receipt of incentive applications, the nature of documentation, the deployment of personnel at the site etc.</p> <p>Such detail will allow the bidder to estimate the volume of work and the number of resources required for the same. Lack of clarity on the above may lead to every bidder assuming different scopes which may also result in incorrect estimation by the bidders and differences of opinion during project execution.</p>	Same as covered in item 14 above.

			Hence, it is requested that the scope may be explained in detail including the number of incentive requests to be received per quarter, the expected turnaround time, requirements for site inspections, requirements for analysis of the depth of construction costs, type of documentation being sought from the ISM applicant and whether the same shall be certified by a competent authority such as chartered accountants, chartered engineers and countersigned by the authorized signatory of the ISM applicant	
37.	14	Payment terms	<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 Singapore, Taiwan, Malaysia etc.</p> <p>The SMEs are experts in their subject but may or may not be able to comment on the 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:</p> <p>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>	Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.14 includes the same.
38.	15	General terms and conditions ix.	<p>We request you to add the following liability cap: “In accordance with standard industry practice, our aggregate liability under this RFP and in connection with the services shall be for direct damages only and shall, in all circumstances and events, be limited to one time the fees paid to us under the engagement. We shall not be liable for any indirect or consequential losses.”</p> <p>Kindly confirm.</p>	No change required.
39.	16 -22	Annexures	<p>In case the bidder is a consortium, these documents can be signed by the lead member of the consortium on behalf of the consortium.</p> <p>Kindly confirm</p>	This understanding is correct. Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.6 includes the same.
40.	17	Annexure – II: Bid Securing Declaration	<p>The RFP sets forth the condition that the successful bidder would have to submit a performance security, barring which the bidder would be penalized. Hence, it is important for the bidder to understand the contents of such performance security, various clauses in it and terms and conditions, including those related to consortium.</p> <p>Hence, it is requested to kindly provide the draft performance security document which is standard practice for the procurement of all such services.</p>	For the purpose of this RFP performance security is same as performance bank guarantee and the draft for the same has been placed in the Annexures as Proforma for Bank Guarantee. Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.17 includes the same.

41.	18	Non-Disclosure agreement 6. Return of Confidential Information	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”. Please confirm.			Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.18 includes the same.
42.	12	Payment terms	<b>Scope of Work</b>	<b>Payment (% age of agreed fee)</b>	<b>Milestone</b>	No change required.
<b>Preparedness for implementation</b>						
i) Submission of FSA Draft ii) Vetting of proposed technology arrangements iii) Vetting of financials for implementation of Project(s) including equipment and other cost iv) Vetting of implementation roadmap v) Submission of Risk Assessment Report			5%	Submission of first draft of report with comments of all aspects under “Preparedness for implementation”		
			5%		Finalization of all documents/strategies for commencement of Project by ISM	
<b>Project Implementation</b>						
i) Verification of Incentive claim submitted by			In	For every		

			<p>the Applicant as per implementation plan, certification of reasonableness of rates, recommendation for releasing incentive</p> <p>ii) Analyzing Quality Control measures intended to adopted</p> <p>iii) Evaluation of requisite approvals/ registrations/ licenses/ permits.</p> <p>iv) Evaluating customer acquisition strategy/ plan</p> <p>v) Assessing Project progress with key milestones as per implementation plan for the Project, estimated commissioning date of the full Project</p> <p>vi) Status of procurement and installation of equipment</p> <p>vii) Skilling workforce plan, the profile of manpower trained and deployed</p>	<p>installments of 2.5% of total agreed fee (Not exceeding a total of 50% of total agreed fee)</p>	<p>installment of disbursement of incentive to applicant</p>
			<b>Technology Transfer</b>		
			<p>i) Vetting of completion of Technology Transfer</p> <p>ii) Observations in this regard</p>	<p>5%</p>	<p>Submission of first draft for review under “Technology Transfer”</p>
				<p>5%</p>	<p>Post successful technology transfer</p>
			<b>Production</b>		
			<p>Commencement:</p> <p>i) Analyzing the quality of the products</p>	<p>10%</p>	<p>Post production</p>

			<p>manufactured</p> <p>ii) Yield achieved vs benchmark</p> <p>iii) Off-take agreements secured and customer acquisition strategy</p> <p>iv) Overall monitoring and progress</p> <p>v) Financial analysis vs DPR projections</p> <p>vi) Operation and maintenance</p> <p>vii) Profile of manpower in place, their ability to manage Project after completion of Project</p>		<p>of 50% of the approved installed capacity</p>		
				10%	Post production of 70% of the approved installed capacity		
			<b>Project Completion</b>				
			i) Submissions with specific comments on installed capacity, date of commissioning of full Project, ramp up and yield improvement analysis, learnings.	10%	Submission of final Project completion report		
			<p>Note 1) In case of any delays, not attributable to PMC, all payments during project implementation phase will be made no later than 60 days of submission of deliverables by PMC</p> <p>Note 2) Post submission of PMC report on applicants' preparedness for implementation, in case ISM rejects the application or requests the applicant to re-apply, PMC shall be paid 10% of total agreed fees. Further if the applicant re-applies after significant period, the PMC will be allowed to treat the same as a new evaluation.</p>				
43.	7	Schedule of Events	<ul style="list-style-type: none"> <li>• How do we fill in the Technical bid as far the expert profiles are concerned</li> <li>• Do we share just the Expert names or full CV/Case history is needed?</li> <li>• What should be the form of submitting the bid document is to be submitted , would a hard copy be need or a PPT would work?</li> </ul>			<p>All relevant documents including CV of the proposed team members giving details of their qualification experience may be submitted along with information sought in Annexure-V as included in Corrigendum-2 dated July 3, 2023 S. No.20. (Pg. 4, Notice inviting Bids (ii) may be looked regarding the form) However, PMC should submit details as per the requirement under</p>	

				Technical Evaluation section and also assign marks (self-assessment) for each Parameter including Manpower Support [Program Manager (1) and 8 SMEs] against full marks duly mentioning experience of resources/consultants considered at the time of self-assessment referring paragraph & page of CV attached. Tender Evaluation Committee reserves the right to assign marks as per their own assessment. Marks should be given for the experience in relevant field and not overall industry experience.
44.	8	Evaluation Criteria A. Technical Evaluation	<ul style="list-style-type: none"> <li>• 1. Experience in semiconductor/ display manufacturing/project Management- We assume sharing our expertise from Bain Global team would work (we do this as a standard practice for all our client cases)</li> <li>• 2. Experience in monitoring managing high value assignments &gt;\$3B - Would this be restricted to Capex related projects or any project where the potential size of the business being impacted is \$3B would work as well?</li> <li>• 4. Manpower support <ul style="list-style-type: none"> <li>○ Project Manager years of experience <ul style="list-style-type: none"> <li>▪ We assume that the years of experience are total years of professional experience and not related to semiconductors alone</li> <li>▪ We assume that during the long duration of the project it would be possible to change the Project manager if there are client conflicts</li> </ul> </li> <li>○ Subject Matter experts <ul style="list-style-type: none"> <li>▪ We assume that the experts can be from our Bain Global system and need not be from India alone ( we do this as a standard practice for all cases)</li> <li>▪ We also have some external advisors who are not Bain employees but support us on cases- Can we use them as SME's here?</li> <li>▪ We assume that the years of experience of SME's is their total experience and not within that specific domain like CMOS/Display manufacturing etc.</li> <li>▪ Can we engage a 3<sup>rd</sup> party agency at our own responsibility for ex. Legal Matters?</li> </ul> </li> </ul> </li> </ul>	<ol style="list-style-type: none"> <li>1. Global team may be involved; however, they would require to undertake site visits and inspections or attend key meetings in India accordingly.</li> <li>2. It should be CAPEX related experience.</li> <li>3. Manpower Support <ul style="list-style-type: none"> <li>○ Program Manager <ul style="list-style-type: none"> <li>▪ As mentioned in the RFP, 15 years' experience of working/ managing/ consulting in Semiconductor manufacturing industry is mandatory.</li> <li>▪ All existing/ potential conflict interests are to be informed to ISM which reserves the rights to ask for replacement of a Project Manager. Replacement of Project Manager, if needed, will be allowed subject to the new resource having similar or better experience w.r.t. the outgoing Program Manager.</li> </ul> </li> <li>○ SMEs <ul style="list-style-type: none"> <li>▪ Global team may be involved; however, they would require to undertake site visits and inspections or attend key meetings in India accordingly.</li> <li>▪ Subcontracting is permissible as covered in item 25 above</li> <li>▪ Experience sought for the SMEs is their</li> </ul> </li> </ul> </li> </ol>

				<p>experience in the relevant domains.</p> <ul style="list-style-type: none"> <li>▪ Subcontracting is permissible as covered in item 25 above</li> </ul>
45.	12	Payment terms	<p>Is the payment disbursement to the consulting partner in sync with the payment disbursal of the PLI benefit from the govt to the private players?</p>	<p>It is to be noted that Semicon India Programme is not a PLI but a CAPEX/Project cost linked Programme.</p> <p>Payment terms are subject to different milestones as mentioned in RFP including disbursal of incentives for the Project</p>
46.	7	Schedule of Events	<p>Please provide at least 15 days from the date of release of response to queries/ corrigendum for proposal submission.</p> <p>This shall be in accordance with consultancy procurement guidelines of the Government of India.</p>	<p>Same as covered in item 3 above.</p>
47.	7	Eligibility Criteria Team description	<p>It may be noted that the team intended to be engaged for the Project by the Bidder may be on need basis.</p> <p>Can this team of 9 be stationed out of NCR? In that case, can all the meetings happen over audio or video-conference calls?</p> <p>Kindly allow for the team members to be stationed out of NCR but with the provision to join meetings over audio or video conferencing with 48 hours' notice.</p> <p>Select members of the team (Program Manager and 1 SME for vetting the semiconductor equipment cost) may be available to join in person with 72 hours' notice.</p>	<p>Same as covered in item 6 and item 9 above.</p>
48.			<p>Also, the Bidder shall be required to share the details of the persons being associated for any Project at the time of submission of Bids.</p> <p>Can you please elaborate on what exactly is required and in what format? Who are persons referred to here? Which Project? Which Bids?</p>	<p>Persons here refers the proposed team members. Definition of Project and Bids for this RFP may be considered from the terms of reference section.</p> <p>The format for submission is same as covered in item 43 above.</p>
49.	8	Evaluation Criteria A. Technical Evaluation	<p>Please confirm that 'monitoring/ managing high value' includes market entry strategy, feasibility or detailed project report for a proposed project; and diligence, transformation, reengineering or restructuring for an existing project.</p>	<p>'monitoring/ managing high value' includes laying the roadmap, strategizing plan of action, establishing milestones, undertaking due diligence, rendering necessary advice for the continuity of the assignment, recommending risk mitigation, suggesting improvements on various technological and financial aspects.</p>



50.			Please reduce the threshold of USD 3bn to USD 1bn.	No change is required.
51.	10	Evaluation Criteria B. Financial Evaluation	Calculation of Financial Score: The financial score of each bidder will be calculated through a normalization process where the lowest Bid will be scored as 100. Could you please define the mechanism for determining lowest bid since there may be different figures quoted by various Bidders under each Project/ Capex Cost category? Will H1 bidder be determined for each Application received by ISM?	Same as covered in item 28 above.
52.	11	Bid-evaluation viii.	Can you please elaborate on clause viii? We assume that this clause will be applied for each application under the Schemes. As soon as an application is received, it will be checked with the originally selected/ H1 Bidder if there is a conflict. If there is a conflict, the H2 Bidder will be approached and so on. You must be aware that such practice is adopted in similar consultancy projects for other schemes of Govt of India.	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 Application. PMC (H-1) should disclose its association (direct or indirect) immediately after an Applicant is selected by ISM. Decision of ISM in case of real conflict of interest will be considered final. In case the successful PMC (H-1) has prior association with Applicant/ related entities, the work order for the particular Project will be offered to the successful PMC (H-2) and so on.
53.	12	Payment terms	The payment milestones are not commensurate with the effort the Consultant would put. <ul style="list-style-type: none"> <li>- 25%, instead of 10%, should be paid on Preparedness for implementation</li> <li>- 25% should be paid on in-principle approval of the Application</li> <li>- 25% should be paid on Project Implementation milestones</li> <li>- 10% on Technology Transfer</li> <li>- 10% on Production milestones</li> <li>- 5% on Project Completion</li> </ul>	No change required.
54.	10	Formats	Please provide the format for submitting firm credentials and team resumes.	Same as covered in item 43 above.
55.	11	Earnest Money	We understand that bidder needs to submit EMD worth INR 1 Lakhs with a validity of 3 months. However, the type of EMD to be submitted to India Semiconductor Mission is not mentioned in the RFP.	EMD in the form of Bank Guarantee/ Demand Draft shall be acceptable. Amendment to RFP via Corrigendum-2 dated July 3, 2023 includes the same (S. No.12).

			It is therefore requested to clarify whether India Semiconductor Mission would accept EMD in the form of Demand Draft or Bank Guarantee or both.	
56.	7	Schedule of Events	We understand that T is the date of publication i.e., 9 <sup>th</sup> June 2023 and as per RFP “T+20” would be the pre-bid meeting i.e. 29 <sup>th</sup> June 2023. It is requested to confirm Date, Venue and Time for the pre-bid meeting.	As mentioned in the corrigendum dated 23.09.2023 the Pre-Bid meeting was scheduled for 30.06.2023 11:30 AM onwards via VC. The VC link was been shared over email as well.
57.	6	Eligibility Criteria 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 / financial services/construction / non-consulting services not eligible) Reference: page 24; minimum eligibility requirements in the RFP for “General Management Consultancy for NHAI”	No change required.
58.		Eligibility Criteria Work experience	<ul style="list-style-type: none"> <li>• Three similar completed works each costing not less than the amount equal to 40% of the estimated Bid amount being proposed OR</li> <li>• Two similar completed works each costing not less than the amount equal to 50% of the estimated Bid amount being proposed OR</li> <li>• One similar completed work costing not less than the amount equal to 80% of the estimated Bid amount being proposed</li> </ul> <p>The Authority is requested to add another provision of “Five similar completed works each costing not less than the amount equal to 25% of the estimated Bid amount being proposed”</p>	Same as covered in item 19 above
59.	7	Team description	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	Same as covered in item 6 and item 9 above.
60.		There is no provision of full time project associates Authority is requested to define “Project team” who will be required to be full time on the program. These need not be graded in the scoring Reference: page 10 (Sub-key personnel) in the RFP for Consultancy Services for formulation of		

			development plan for National Highways /Expressways network for Bharatmala Pariyojana Phase – II. Full time requirement is as evident on page 62 of the same RFP. Criteria of these project associates as defined in page 73-76 of the same RFP	
61.	7	Last date & Time for bid submission	Last date & time of submission is 11 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	Same as covered in item 3 above.
62.	9	Evaluation Criteria A. Technical Evaluation	#2 – experience in monitoring high value assignments (USD 3Bn) Authority is requested to clarify that both public (eg – in roads, railways, power sectors etc) and private capex are covered under the description	Both public and private sector assignments are covered.
63.			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	Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.9 includes the same.
64.	10		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 required.
65.	11	Evaluation Criteria B. Financial Evaluation	Table on Fee proposed for the Services We believe that the effort needed to deliver the scope of work doesn't differ significantly across different scale of projects to be evaluated. We would request this table to be deleted, and a single financial quote be sought from the bidding firms Kindly also specify if the quote should include GST or exclude GST.	The provision for financial quote has been modified as covered in item 28 above.  Further, the financial quote sought is only with respect to the professional fee excluding any applicable taxes as covered in item 27 above.
66.	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 score. Reference examples: 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	No change required.

			<p>3. Page 42 of RFP for appointment of consultant for strategic advisory services for transformation initiatives of Indian Railways</p> <p>4. Page 27 of RFP for Consultancy Services for Project Management for Parvatmala Pariyojana for National Highways Logistics Management Limited</p>	
67.	13	Duration	<p>Authority is requested to specify the duration of the program Reference:</p> <p>1. 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> <p>2. In case the authority chooses to retain option of extending the program after a defined duration, it may also defining duration of the initial program and subsequent extensions, for eg page 22 of RFP for Consultancy Services for Project Management for Parvatmala Pariyojana for National Highways Logistics Management Limited</p>	Same as covered in item 12 above.
68.	13	Payment terms	<p>Authority is requested to specify the timeline of the deliverables covering the specified duration of the program. 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>	<p>Incentive claim for the Project should be forwarded to ISM or its agency within 3 working days of its receipt. Other deliverables shall be submitted within 15 working days or mutually agreed timeframe.</p>
69.			<p>Since this is likely to be a multiyear 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>	<p>No change required.</p> <p>Payments are linked to milestones.</p>
70.	12	Earnest Money	<p>Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) - an unconditional Bank Guarantee equivalent to INR 1,00,000/- (One Lakh Only). May we request that demand draft also be allowed as an option for submitting EMD</p>	Same as covered in item 55 above.
71.	10	Evaluation Criteria A. Technical Evaluation	<p>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 required.
72.		4. Manpower Support	<p>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 required.

73.	4	Scope of Work I: Finalization of FSA Agreement	<p>Apart from key project governance indicators, technological and financial arrangements, and, incentives schedule - 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.</p>	FSA should ensure proper utilization of the incentives disbursed while ascertaining compliance to the provisions of applicable laws.
74.			<p>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.</p>	Same as covered in item 73 above.
75.	5	Scope of Work II: Technological Assessment and Monitoring	<p>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 <u>import substitution in India</u>.</p>	PMC would be required to advise the best suited strategies to ensure successful implementation of the Projects
76.			<p>In interest of success and reliable Technology Transfer on schedule for approved applicants, Can XXX be permitted to commercially serve only ISM approved applicants (applicants for which FSA is approved to avoid any conflict of interest) as "<b>Technology Transfer Partner</b>" to advise on strategy, planning, capability building and execution of Technology Transfer (TT) at the site level. Experience of XXX team in site level manufacturing TT is unparalleled and Indian players (if they need) can leverage the same to both accelerate and guarantee stable and capable TT. None of the new entrant or their JV partners have Fab Technology Transfer Capability across People, Process and Systems required. Please let us know if this nonconflict-clause can be approved in interest of successful implementation of ISM lead projects for approved applicants.</p>	No. Please refer item 52 above.
77.	5	Scope of Work III: Financial Assessment and Monitoring	<p>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.</p>	Same as covered in item 73 above.

78.	5	Scope of Work IV: Process Monitoring	In interest of successful Fab Construction on schedule for approved applicants, Can XXX be permitted to commercially serve only ISM approved applicants (applicants for which FSA is approved to avoid any conflict of interest) as part of their " <b>Fab Construction Accelerator</b> " that delivers e-to-e Fab Construction-Equipping-Qualification excellence at the site level. Experience of XXX team in site level bring up is unparalleled and Indian players (if they need) can leverage the same. Please let us know if this non-conflict clause can be approved in interest of successful implementation of ISM lead projects for approved applicants.	No. Please refer item 52 above.
79.	6	Scope of Work V: Production Monitoring	What is the average time duration (across Display Fab, Silicon Fab, OSAT) for which "Production Monitoring" period is scoped in the current RFP?	Same as covered in item 12 above.
80.	11	Evaluation Criteria B. Financial Evaluation	What is the expected number of proposals in the range \$3 billion and above? What is the expected number of proposals in the range \$3 billion and below?	Same as covered in item 14 above.
81.	7	Schedule of Events	What is the tentative Issuance of Work Order or Kick-off date? - so we position in advance for mobilizing the required talent in India.	Considering the process of bid evaluation and selection, onboarding PMC may be completed within two months and accordingly work order may be issued in three months as mentioned in RFP.
82.	6	Eligibility Criteria 1. Organization	Joint Venture or Consortium of firms are not explicitly mentioned in the RFP. We request that JV or Consortium of firms to be made eligible for this RFP	Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.6 includes the same.
83.	6	Eligibility Criteria 4. Work Experience	We request that the work experience requirements be updated as illustrated below - a) Three similar completed works each costing not less than the amount equal to 30% of the estimated Bid amount being proposed OR b) Two similar completed works each costing not less than the amount equal to 40% of the estimated Bid amount being proposed OR c) One similar completed work costing not less than the amount equal to 60% of the estimated Bid amount being proposed.	Same as covered in item 19 above.
84.	7	Eligibility Criteria Team Description (SMEs)	We request the work experience to be relaxed from 10 years to minimum of 8 years	No change required
85.	8	Evaluation Criteria	We request that the evaluation criteria be updated as illustrated below -	No change required

		A.1.	- > 10 years - 10 Marks - 8 - 10 years - 8 Marks - 5 - 8 years - 6 Marks - < 5 years - 4 Marks	
86.	8	Evaluation Criteria A.2.	We request that the evaluation criteria be updated as illustrated below - >4 – 100% marks 3 – 4 – 80% marks 1 – 2 – 60% marks <2 – 40% marks	No change required
87.	9	Scope of work II & III	Given the background that semiconductor industry in India is in a nascent stage, a single firm will not have availability of all experts needed to undertake technological and financial assessment. This would require careful assembly of professional experts from varied background and skill sets. Hence for right submission – we request the RFP to be split into 2 parts and bring the RFP for technological assessment separately	No change required
89.		Confidentiality	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 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: 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.	Confidential Information has been clearly identified in Annexure-III (Non-Disclosure Agreement) which does not include the nature of information as referred here. In case of any confusion, PMC can refer matters to ISM.
90.		Intellectual Property Rights	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. 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	The provision for indemnity is covered under the RFP (General terms and conditions ix). However, specific clauses regarding the same shall be included in the Agreement entered into by ISM and PMC post award of work.

		<p>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>	
91.		<p>We agree to indemnify to the extent the damages/losses are finally determined by a 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.</p>	<p>Any disputes to the RFP shall be delt by Courts of Delhi (General terms and conditions xvi). However, specific clauses regarding the same shall be included in the Agreement entered into by ISM and PMC post award of work.</p>
92.		<p>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</p>	<p>The provision for indemnity is covered under the RFP (General terms and conditions ix). However, specific clauses regarding the same shall be included in the Agreement entered into by ISM and PMC post award of work.</p>



			<p>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;</p> <p>(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 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>	
93.			<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 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,</p>	<p>The timelines as well as mode for deliverables shall be covered under the terms of Agreement entered into by ISM and PMC post award of work.</p>

			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.	
94.			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.	Services and deliverables as indicated under this RFP and subsequently Agreement between by ISM and PMC post award of work, shall be restricted for ISM. The accountability, reimbursement and other terms shall be covered under the said Agreement.
95.			<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 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>	Agreed. However, the terms of use of IPRs shall be included in the Agreement entered into by ISM and PMC post award of work.
96.		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.	Provisions for termination of association shall be included in the Agreement entered into by ISM and PMC post award of work.
97.		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	Same as covered in item 52 above.

			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.	
98.		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 exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	This is covered under Team Description: In case any member of the team proposed in the Bid ceases to continue association with the PMC or is directed by ISM to discontinue engagement for Scope of Work, the PMC shall replace such member by another person having similar/ better qualification and experience, post approval by ISM.
99.	6	Eligibility Criteria 2. Annual revenue	a. If the Turnover criterion can be relaxed instead of Rs 500Crores. b. If a Consortium partner (domestic or overseas) is allowed? Can they be the lead bidder with local Indian Co. partnering them?	a. No change required b. Consortium can include foreign entity; however, the Lead Member shall be established as per laws of India. Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.6 includes the same.
100.	6	Eligibility Criteria 4. Work Experience	If consortium partner allowed with 1 project experience? ( We suggest a max of 50% of the bid amount in lieu of 80%)	Same as covered in item 18.
101.	15	General T& C xiii	Subcontracting permitted - Is this exclusive of Consortium Partner (as sought above ) if allowed? Can there may be more than 1 subcontractor ?	Subcontracting is permissible apart from Consortium.
102.	6	Eligibility Criteria: 4.Work experience	Definition of "similar completed works" is currently unclear in the RFP. It is kindly suggested that all large-scale and capital-intensive program management projects, either in India or globally, be allowed as work experience in this category.	“Similar completed works” refers to semiconductor/ display manufacturing consulting/ project management as stated in RFP. Experience of projects based out of India/ globally shall be considered.
103.	7	Eligibility Criteria: Team description - Program Manager	Given semiconductor industry and specific topic-related expertise will be primarily brought in by respective SMEs, the role of a Program Manager will be to primarily ensure seamless project coordination and successful delivery in a large-scale program context. Hence, it is requested that the work experience for Program Manager shall be expanded to all large-scale and capital-intensive program management projects, either in India or globally.	No change required
104.	7	Schedule of Events: 5.Bid submission	This project would need multi-disciplinary experience and domain expertise, hence it is requested to extend the submission timeline by a minimum of 2-3 weeks so that necessary arrangements can be made accordingly.	Same as covered in item 3 above.

105.	8	Evaluation Criteria: A.1.Technical Evaluation	As organization level experience is supposed to be highlighted in this criteria, it is requested that overall consulting / project management work experience in semiconductor industry, either in India or globally, be considered for the evaluation.	Overall consulting / project management work experience in semiconductor industry, either in India or globally, shall be considered for the evaluation.
106.	9	Evaluation Criteria: A.4 Manpower support	Majority of the consulting / project management professionals with more than 20 years of experience are quite senior in nature and do not work in project coordination roles directly. Hence, it is requested that the overall work experience required for 100% marks allocation in case of the Program Manager be revised as 15 years.	No change required.
107.		Evaluation Criteria: A. 4.Manpower support	It is suggested to include an additional team of 2 (two) generalist consultants / analysts for management of day-to-day project(s) management and other ongoing application(s) related tasks. This team will help build knowledge continuity as well as ensure standardization of best-practices across project-to-project expert teams. This team shall be provisioned independent of the project(s) allocation and accordingly a monthly retainer fees be paid for the same.	No change required.  PMC applicant may provide generalist consultants from their side, if needed.
108.	10	Evaluation Criteria: B. Financial evaluation	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.	No change required
109.		Bid evaluation v.	Given this RFP and associated nature of work is highly technical and specialized expertise nature, it is requested to keep the evaluation framework as 80:20 wherein technical evaluation is given 80% weightage of the total score and financial evaluation as 20% weightage of the total score	No change required
110.	12	Payment terms	Basis the current payment terms, only 10% of the total project fee is eligible for release basis documentation and implementation preparedness verification. Remaining 90% of the total project fee is either linked with actual project implementation status, including 30% of the total project fee being eligible for release post-production start of the semiconductor unit at hand. Semiconductor manufacturing projects of such nature are typically spread over a 2-4 year construction phase and takes about 1-3 years in operations stabilization post-production start. Hence, current payment terms aren't representative of the overall effort to be put in by the PMC agency vs the amount eligible for release	No change required

			<p>in different time periods. In addition, PMC agency will have minimal influence or role to play in post-production activities such as yield maximization, utilization acceleration, product quality enhancement, etc. PMC will be focused on primarily status / milestones monitoring for such activities. Hence, below modifications to the payment terms is suggested for consideration -</p> <ol style="list-style-type: none"> <li>1. Preparedness for implementation - 10% of the project fee</li> <li>2. Project implementation - 12% of the project fee per milestone as defined currently in RFP (total 60% of the project fee)</li> <li>3. Technology transfer - 10% of the project fee</li> </ol> <p>Production and project completion - 10% of the project fee</p>	
111.	4	Scope of Work	<p>Kindly share the following details:</p> <ol style="list-style-type: none"> <li>a) number of eligible applicants under the Semicon India Program</li> <li>b) total financial outlay for this program set by ISM</li> <li>c) number of entities to be provided with financial support from ISM</li> <li>d) number of applicants to be reviewed by the PMC in terms of finalization of the terms of Fiscal Support Agreement (FSA), technological assessment &amp; monitoring, financial assessments &amp; monitoring, process and product monitoring estimated project / capex cost, etc. by the entities</li> </ol> <p>Rationale: We request ISM to kindly clarify above aspects in the scope so that the effort estimate and financial quote can be accordingly submitted</p>	Same as covered in item 14 above.
112.	5	<p>Scope of Work</p> <p>II. Technological assessment &amp; monitoring</p> <p>d) Quality Control</p>	<p>Request ISM to kindly modify this clause as under: “Quality Control: Reviewing adequacy of quality management framework/ quality control protocols proposed by the Applicants and suggestions in this regard.” (Rest of the point around field/ laboratory test reports has been removed)</p> <p>Rationale: PMC can only support in reviewing the quality management framework proposed by the Applicants and provide suggestions to make it robust. Thus, we request ISM to modify the clause to allow the bidder to review and suggest on the Applicant’s quality control measures</p>	Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.2 includes the same.
113.		<p>Scope of Work</p> <p>IV. Process monitoring</p> <p>a) Implementation strategy Point no. ii. Construction</p>	<p>Request ISM to kindly modify the existing clause as under: “Construction: Monitoring and reporting the establishment of fabrication facilities including but not limited to plant layout, facility design, onboarding of vendors for construction, completion of buildings, cleanroom readiness, equipment procurement and installation, reasonableness of the expenses being incurred, etc.”</p> <p>Rationale: PMCs can undertake only the monitoring and reporting for various aspects of establishment of facilities rather than analyzing the plant layout,</p>	<p>No change required.</p> <p>It is essential that PMC analyses/ evaluates the establishment to facilitate the successful setting up manufacturing facilities/ implementation of the Projects.</p>

			facility design, onboarding of vendors for construction, completion of buildings, cleanroom readiness, equipment procurement and installation, reasonableness of the expenses being incurred.	
114.	6	Scope of Work IV. Process monitoring b) Approvals	Request ISM to kindly modify the existing clause as under: “b) Approvals: Reviewing (if obtained) and suggesting necessary licenses/ registrations/ permits/ clearances and adherence to the compliance requirements as per approved SOPs, applicable laws/ rules/ guidelines” Rationale: PMCs can review the licenses/ registrations/ permits/ clearances available with the entities and may suggest other requirements as per applicable laws/ rules/ guidelines. Thus, we request ISM to modify the clause to allow the bidder to review and suggest the necessary approvals required rather than ensuring procurement.	Same as covered in item 21 above.
115.		Scope of Work V. Production monitoring b) Quality	Request ISM to kindly modify the existing clause as under: “Reviewing and providing suggestions to the quality control protocols adopted by the applicant with respect to product qualification, reliability of chips, testing and quality of chips, yield benchmark and production target achievement, etc.” Rationale: PMC can only review and suggest on the adequacy of quality control protocols adopted by the Applicants and suggest in this regard.	Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.5 includes the same.
116.		Eligibility Criteria 1. Organization	Kindly confirm our understanding that bid from the consortium are allowed. Also please clarify allowed number of participants in a consortium.	Consortium is permissible. Up to 3 number of participants. Amendment to RFP via Corrigendum-2 dated July 3, 2023, S. No.6 includes the same.
117.		Eligibility Criteria 4. Work Experience	Kindly share details on “similar completed works” and “estimated Bid amount”. Also, please provide estimated bid amount in terms of absolute number which is similar for all bidders so that eligibility criteria are same for all the bidders.	As covered in item 19 and item 28 in this regard.
118.		Eligibility Criteria 5. Other Conditions	Kindly confirm if bidder’s declaration on letter head from authorized signatory shall suffice the requirement	Declaration under the signature of the authorized signatory is permissible
119.	7	Eligibility Criteria: Team description	Request ISM to kindly modify the existing clause as under: “All Subject Matter Experts (SMEs) proposed by the Bidder should have an undergraduate degree and a minimum work experience of 8 years in their relevant fields.” Rationale: As, semiconductor industry is relevantly new and upcoming in India, we request ISM to kindly consider allowing minimum work experience in relevant fields for last 8 years	Resources/ Consultants from overseas can also be engaged. Eligibility criteria has been determined considering the scope of work and requirements
120.	8	Evaluation Criteria A. Technical Evaluation	Request ISM to kindly modify the parameter and criteria for score clause as under: “Experience in consulting/ project management in semiconductor/ display manufacturing/ renewable sector”	No change required.

		1.	<table border="1"> <thead> <tr> <th>Experience duration</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;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>&lt;5 years</td> <td>40%</td> </tr> </tbody> </table> <p>Additionally, kindly confirm that this parameter is for a firm. Also, please confirm if global experience can be used. Please confirm if a bidder's declaration from Authorized Signatory on Company's letter head shall suffice the requirement against this parameter. Rationale: As, semiconductor industry is relevantly new and upcoming in India and considering its usage in Renewable sector, we request ISM to kindly consider allowing experience in renewable sector as well for a period of last 10 years.</p>	Experience duration	Marks	>or = 10 years	100%	8-10 years	80%	5-8 years	60%	<5 years	40%	Eligibility criteria has been determined considering the scope of work and requirements. Further, consortia/ sub-contracting/ engagement with resources/ consultants globally may be considered
Experience duration	Marks													
>or = 10 years	100%													
8-10 years	80%													
5-8 years	60%													
<5 years	40%													
121.		Evaluation Criteria A. Technical Evaluation 2.	<p>Request ISM to kindly modify the parameter and criteria for score clause as under: "Experience in monitoring/ managing/ consulting of high value assignments (USD 0.5Bn)"</p> <p>Additionally, kindly confirm that this parameter is for a firm. Also, please confirm if global experience can be used.</p> <p>Please confirm our understanding, USD 0.5 Bn is the size of client's project for which consulting assignment was undertaken. Please confirm if a bidder's declaration from Authorized Signatory on Company's letter head shall suffice the requirement against this parameter.</p> <p>Rationale: Considering typical project size is &lt;USD 0.5 Bn in India, we request ISM to kindly reduce the criteria from USD 3 Bn to USD 0.5 Bn</p>	No change required										
123.		Evaluation Criteria A. Technical Evaluation 3.	<p>Request ISM to kindly allow the presentation on approach, methodology &amp; team expertise on a later date post bid submission for evaluation.</p> <p>Rationale: In assignments of such nature, generally approach, methodology &amp; team expertise is evaluated basis presentation and discussion post bid submission.</p>	Overview of the scope of work & plan of action would be required along with the relevant documentation to support the credibility of the team members proposed to be on-boarded.										
124.	9	Evaluation Criteria A. Technical Evaluation 4.	Kindly elaborate on "management in relevant domains."	Relevant domains are same as mentioned in – "Team description (Minimum requirements):"										
125.		Evaluation Criteria	Kindly confirm if we can avail services of sub-consultant firms to advise on legal matters including IP transfer and technology transfer agreement.	As covered in item 25 above.										

		A. Technical Evaluation																																																								
126.		Evaluation Criteria A. Technical Evaluation 4. Manpower Support	We propose to match the minimum experience requirement in this clause with clause proposed (s.no.10) in eligibility criteria [Team description (Minimum requirements) – Page no.8 of 23] and modify as under: <table border="1"> <thead> <tr> <th>Experience duration</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;15 years</td> <td>100%</td> </tr> <tr> <td>10-15 years</td> <td>70%</td> </tr> <tr> <td>8-10 years</td> <td>40%</td> </tr> </tbody> </table>	Experience duration	Marks	>15 years	100%	10-15 years	70%	8-10 years	40%	No change required. Eligibility criteria has been determined considering the scope of work and requirements. Further, consortia/ sub-contracting/ engagement with resources/ consultants globally may be considered																																														
Experience duration	Marks																																																									
>15 years	100%																																																									
10-15 years	70%																																																									
8-10 years	40%																																																									
127.	10	Evaluation Criteria B. Financial Evaluation	Request ISM to kindly consider the template for financial quote as under: <table border="1"> <thead> <tr> <th colspan="6">India Semiconductor Mission</th> </tr> <tr> <th colspan="6">Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme (RFP No. ISM-19/1/2022-ISM-DIC)</th> </tr> <tr> <th>S.No.</th> <th>Description of item</th> <th>Quantity</th> <th>Unit</th> <th>Rate (in figures excluding GST)</th> <th>GST (18%)</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Program Manager (XX nos.)</td> <td></td> <td>per month per person</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>SMEs (YY nos.)</td> <td></td> <td>per month per person</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">Grand Total</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>To be provided by ISM</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>To be provided by Bidder</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Generally, bidders provide manpower-based rates for such tenders so that the financial evaluation is uniform for all bidders. Hence, we request ISM to adopt above table format for the financial quote. Additionally, ISM may provide the effort estimation for total resource requirement as 09 number of resources would not be sufficient if multiple assignments are received simultaneously from ISM. Rationale: The number of resources to be deployed on the engagement will vary with number of assignments received from ISM simultaneously. It would be easier for the bidder to quote man-month rates basis the total effort estimation as provided by the ISM.</p>	India Semiconductor Mission						Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme (RFP No. ISM-19/1/2022-ISM-DIC)						S.No.	Description of item	Quantity	Unit	Rate (in figures excluding GST)	GST (18%)	Amount	1	Program Manager (XX nos.)		per month per person				2	SMEs (YY nos.)		per month per person				Grand Total										To be provided by ISM							To be provided by Bidder				Same as covered in item 28 above.
India Semiconductor Mission																																																										
Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme (RFP No. ISM-19/1/2022-ISM-DIC)																																																										
S.No.	Description of item	Quantity	Unit	Rate (in figures excluding GST)	GST (18%)	Amount																																																				
1	Program Manager (XX nos.)		per month per person																																																							
2	SMEs (YY nos.)		per month per person																																																							
Grand Total																																																										
			To be provided by ISM																																																							
			To be provided by Bidder																																																							
128.	12	Duration & Payment Terms	Kindly share flowing details: a) overall duration of the project b) estimated schedule for activities mentioned in scope of work and payment milestones	a) Same as covered in item 12 above b) Same as covered in item 14 above.																																																						
129.		Payment Terms	Request ISM to kindly modify the existing clauses related to payment terms in line with suggested financial quote in s.no.17 as under: Payment shall be released on actual deployment of consultant team on man-month rate basis subject to completion of all agreed deliverables.	No change required																																																						



130.	13	Payment Terms iii.	Request ISM to kindly modify the clause as under: “Invoices shall be raised by the PMC every month with respect to the actual deployment of Consultant team by PMC to ISM in furtherance to the work order issued (stated above). Payment shall be made within 30 days of raising the said invoices provided the Services rendered are to the satisfaction of ISM for each term.” Rationale: Request ISM to kindly allow PMC to raise invoices monthly instead of raising every quarter.	No change required.
131.	7	Schedule of Events	Considering the various elements of proposal submission (including securing global credentials, identification of competent resources) as well as taking into account our internal timelines for various approvals, we request ISM to kindly extend bid submission timeline by at least three weeks, i.e. till 31-Jul-2023	Same as covered in item 3 above.
132.		Annexures	Kindly confirm that there are only 4 Annexure formats (Bid covering letter, Bid securing declaration, NDA Agreement and Bank guarantee Format) provided in the RFP by ISM and no other formats are available for this bid submission	For the present RFP, there are five annexures including Annexure- V as mentioned in Corrigendum-2 dated July 3, 2023 S. No.20.