

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

Subject: Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme dated November 21, 2023

Issuing Agency: India Semiconductor Mission

Pre-Bid Meeting: December 12, 2023

Responses to Queries				
S. No.	RFP Pg. No.	RFP Clause	Clarification Sought/ Requests/ Suggestions	Response
1	9	Last Date for bid submission	We request that the Last date for bid submission may please be determined at least six (06) weeks after uploading pre-bid clarifications or any major changes to the RFP so that the bidders have time to consider the bid holistically and prepare responsive bids.	No change
2		(Contract Agreement)	Please provide a draft contract agreement between ISM and PMC	The terms of the subsequent Agreement shall substantially be based on the aspects covered under the RFP.
3	Page 8, Work experience & Page 10, Technical evaluation	“Similar completed works”	Please clarify experience in Data Centre project consultancy will be considered under “similar completed works”	No
4	Page 8, Work experience & Page 10, Technical evaluation	“Similar completed works”	Please clarify project consultancy completed 80% and certified by Chartered Account will be considered under “similar completed works” for evaluation.	Credible documents may be submitted in addition to any other document/ information which may be sought by ISM at any stage.
5	Limit of Liability		As a good practice and industry norms, we request that the following clause be added to the contract: Limitation of the Consultants' Liability towards the Client (a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the	Subject matter of subsequent Agreement between ISM and the PMC

			<p>Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and ii) (a) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder OR (b) the proceeds, the Consultant may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (a) or (b) is higher.</p>	
6		General	<p>Please add the following clause in the contract:</p> <p>“Notwithstanding any provision in this Agreement to the contrary, under no circumstances a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom.</p> <p>Notwithstanding any other term of this Agreement, the aggregate/cumulative liability of the Consultant under or in connection with this Agreement, for any and all claims, losses, damages and expenses in any way arising from or related to the performance of this Consultant, whether in contract, tort (including negligence), for breach of statutory duty or otherwise and including legal costs and interest shall be limited to the costs of reperforming</p>	Same as item 5

			the part of the Services causing of such claims, losses, damages and expenses, or a sum equal to the amount of his fees received under this Agreement, whichever is the lesser.”	
7		General	<p>Following clause to be added in the contract:</p> <p>“This Agreement shall not create any rights or benefits to parties other than the Client and the Consultant. The Client must not in any way (directly or indirectly) provide, allow or enable the Consultant’s documents to be included or referred to in any written material or relied upon by any third party. No party other than the Client shall have the right to rely on the Consultant’s documents rendered in connection with the Works. The Client shall indemnify and hold harmless the Consultant in respect of any claim or loss claimed whether in contract, tort or by statute, by any third party in respect of use or reliance on any of the Consultant’s documents or opinions. The Consultant shall not, through any act or omission, be taken to have waived any rights under this clause, unless the waiver is specifically agreed in writing.”</p> <p>“Notwithstanding anything contained in this Agreement, in the event of Consultant’s personnel visiting the site to which the Services relate, they shall be regarded for all purposes as being Client’s consultants and shall not, under any circumstance, be deemed to have assumed the role of occupier or otherwise to have assumed control of or responsibility for the Site or any persons on it. Client shall maintain a safe workplace and environment at the Site which is as per the applicable laws</p>	Same as item 5

			and a failure to do so shall be regarded as a material breach of the client's obligation under this Agreement.”	
8		Site office	It is assumed that a Furnished Project/ Site office will be provided to consultant (at free of cost) for the staffs deployed on the projects/ site as per the industry practice.	The Project Management Office shall be developed and the expenses in this regard shall be borne by the PMC itself.
9		Force Majeure	Please add a clause as under: “For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, pandemic, epidemic and act of the Government or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies”.	Same as item 5
10		Settlement of disputes	Please add a clause as under: Arbitration “Any disputes between the Parties shall be decided by reference to arbitration by an Arbitration Tribunal appointed in accordance with the provisions of Arbitration and Conciliation Act 1996.	Same as item 5
11	5	Scope of Work	The scope should be divided in 3 major stages. 1. Project Approval Stage 2. Project Construction Phase 3. Post Construction/ Production Phase	No change

			<p>Within each category, the scope should be elaborated:</p> <ol style="list-style-type: none"> 1. Project Approval stage <ol style="list-style-type: none"> i. Dashboard and Programme Management system ii. Web based programme monitoring iii. Land ownership and site feasibility and infra availability review iv. Statutory approvals and requirements v. Technology review vi. Financial feasibility review vii. Technical feasibility and DBR review viii. Viability review ix. Application adequacy review 2. Project Construction Stage <ol style="list-style-type: none"> i. Construction and tendering schedule and award monitoring ii. Programme controls management iii. Statutory approvals compliance and monitoring iv. Change management v. Schedule management vi. Risk management vii. Quality management viii. Testing and commissioning 3. Post Construction and production. <ol style="list-style-type: none"> i. Supply chain management ii. Technology transfer support iii. Project closing 	
12	8	Work Experience	<p>This is very large scale programme management project and the required eligibility experience should be in line with the scope of programme management. The work experience required may be modified to:</p> <ol style="list-style-type: none"> 1. Programme management for government (state/ central) for project of value over 2000 crores (ongoing and completed) (3 projects). The projects should include planning, approvals, tendering, procurement, construction administration activities in last 10 year 2. Preparation of DPR/ feasibility reports for projects with value over 	No change

			<p>2000 cores in last 10 year. The projects should have EFC/ cabinet approval/ EIA approval. (3 projects)</p> <p>3. Project Feasibility report for tech manufacturing industries/ data centers/ semiconductor manufacturing. (1 project)</p>	
13	9	Note under team description- It may be noted that the team intended to be engaged for the Project by the Bidder may be on need basis. 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.	The core team has to be dedicated team and can not be on need basis. They should be based out of client office and available dedicated for the entire duration of programme which can be 10 year and extendable as per approval of competent authority. The support team may be approved on annual basis depending on the progress of programme and may have to be deployed at specific sites where FAB construction facility is proposed.	No change
14	11	Team requirement	<p>Only 9 members are proposed as part of complete programme management role. This is inadequate to manage the programme Core team (CVs to be submitted as part of Bid) may be revised to:</p> <ol style="list-style-type: none"> 1. Team Leader/ Programme Director 20 year experience , Graduate in engineering/ Architecture/ Management with experience in managing mega construction programmes of State/ Central Government 2. Deputy Team Leader/ Construction Manager 15 year experience ,Graduate in engineering with experience in managing mega programmes of State/ Central Government 3. Programme Controls Manager 15 year experience, Graduate in engineering with experience Primavera (P6) 	Minimum team requirements have been specified in the RFP. There is no restriction to onboard/ engage the services of any other experts apart from the SME Experts stated

			<p>4. Contracts and Procurement Manager 15 year experience, Graduate in engineering/ architecture/ law/ management with experience of Contract management, claims variations, dispute resolution etc.</p> <p>5. Finance Manager 20 year experience, graduate in any discipline with post graduation in MBA (Finance) or equivalent. Support Team (Manager- min 10 year exp, Executive- min 5 year experience)</p> <p>1. Technology Expert 2. Master Planning Expert 3. Architecture Expert 4. Transport Planning Expert 5. MEP Expert 6. Infrastructure Expert 7. Legal Expert 8. Environment Expert 9. Health and Safety Expert 10. Quality Expert 11. Document Controller 12. IT Expert</p>	
15	14	Fee Proposal	<ul style="list-style-type: none"> • The fee proposal should be on deployment schedule and not on project capex. • There will be no basis for deciding capex at the stage of bidding • Additional cost should be for reimbursables like site office, traveletc. • Fixed man month should be decided for evaluation purpose which can subsequently be based on actual deployment. • Certain percentage can be fixed for all bidders as success fee payable on successful commissioning of each project. That can be a percentage of total investment including all taxes. 	No change
16		<p>Under eligibility/work experience it is stated in the RFP as follows:</p> <p>Three similar completed works, each costing not less than INR 40 crore OR • Two similar completed</p>	<p>Could you please clarify what is meant by: “similar completed works” includes any semiconductor/ display manufacturing/ electronics- consulting/ project management” ?</p>	<p>Similar completed works means the consultancy/ project management work undertaken in the field of semiconductor/ display manufacturing/ electronics.</p>
17		<p>Can we show similar consulting projects involving Electronics/ Hardware but not</p>		No

		works, each costing not less than INR 50 crore OR • One similar completed work costing not less than INR 80 crore Please note that “similar completed works” includes any semiconductor/ display manufacturing/ electronics-consulting/ project management, either in India or globally, as stated in RFP.	related to “manufacturing” from diverse sectors ?	
18			Does the above value relate to Consultant Project Fees or Total Value of the Asset involved in the project ?	Value of the Project
19			Would you consider “equivalent monetary consulting fees” in lieu of PMC team member’s experience under the above criteria. For instance, GM/CxO of a Semiconductor firm would have managed assets and projects worth a certain \$ amount. Can this be cited under this eligibility criteria ?	The eligibility/ work experience only of the bidding entity would be considered
20			Can the work experience related project fees requirement be relaxed to \$1mn for instance, as ISM cannot always directly correlate the size of the work experience as well as executed work to a \$ amount, as other influence factors could be involved ?	No change
21			Can you explain in detail how the payment to PMC would work in the first 6 months, 1 year, 1.5 years, 2 years, 3 year....until 6 years, clearly citing examples from Semiconductor manufacturing and Display electronics manufacturing projects ?	Clause for Payment terms may be referred to
22			How many projects are being planned to be approved under the modified PLI scheme by Meity and ISM ?	The present RFP does not pertain to implementation of the Projects under Semicon India Programme. The Govt is intended to support semiconductor, display and compound/ ATMP fab intended to be established by virtue of Semicon India Programme
23			When would be the envisaged first project start date?	The preliminary work for first project has already commenced
24			How many projects are involved currently?	One approved project
25			How do you define force majeure? Will PMC be compensated for the work performed, in spite of any project defaulting/stopping due to unforeseen	Force majeure may be considered as per standard business practice. Payment terms are subject matter of subsequent Agreement between ISM and the PMC

			and extra ordinary circumstances which are beyond the control of the PMC?	
26		Eligibility Criteria- Work Experience	Can we show high value similar projects performed in other sectors outside Semiconductor and Electronics industry (e.g. Nuclear, Telecom, IT, Government, etc.) ?	No
27		Eligibility Criteria- Team Requirements	Can we assign a Program Director (from abroad with intermittent and not continuous presence in India) in place of a Program Manager who is able to direct a team of Program Manager, Project Managers, PMO Team and SMEs ?	No
28		Evaluation Criteria - Monitoring/ managing experience of public/ private assignments of at least INR20,000 Crore	Does this criteria relate to Project Value or fees? Can it be relaxed? Can this experience be shown from outside India?	Project value, however, no relaxation is permitted. Relevant domestic/ global experience may be considered.
29	7	Eligibility Criteria: Team requirements Program Manager 1. Should have postgraduate professional qualification in Engineering/ Business administration/ relevant fields. 2. Must have 15 years' experience of working/ managing/ consulting in Semiconductor manufacturing industry.	Request you to change second sentence to "Must have 10 years' experience of working / managing / consulting in semiconductor / electronics manufacturing / packaging / design / engineering industry" to cover experience of end to end value chain	No change
30	7	Eligibility Criteria: Team description Project Management Office with a core team comprising of minimum two (2) members in Delhi (including Program Manager) and two (2) dedicated general consultants deployed at the project site for the duration of Project to ensure better coordination.	1. Since projects may be based anywhere in India, requesting you to change "core team comprising of minimum two (2) members in Delhi (including Program Manager)" to "core team comprising of minimum two (2) members (including Program Manager) in India". Program Manager and other experts could travel to Delhi or Project site on need basis.	No change
31	11	Evaluation Criteria A. Technical Evaluation	Majority of the consulting / project management professionals with more than 25 years of experience are quite	No change

		S.No: 4 Manpower Support - Program Manager Experience Duration and Marks: >25 years - 100% 20-25 years - 70% 15-20 years - 40%	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 20 years.	
32	12	Evaluation Criteria: Technical Evaluation Bidder shall be required to furnish documents/ information (including those applicable as per Annexures to this RFP, previous work orders and assignment completion reports, CVs of the proposed team members including yearwise description of the relevant work experience, etc.) in support of each evaluation parameter for the purpose of validation of the Bids submitted under this RFP.	Several clients in both public sector and private sector do not issue assignment completion reports post project completion, as a general practice. In such cases, kindly allow submission of CA certification validating the project completion as an alternate document.	Same as item 4
33	13	Bid Evaluation The marks scored by the short-listed Bidders in the technical evaluation will then be given the weightage of 75% of the total score (T') and the financial evaluation will be given a weightage of 25% of the total score (F).	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
34	15	Payment Terms The agreed fee in furtherance to the quote received shall be paid on the basis of the Projects actually assigned to such PMC as per the terms of the work order issued post signing of the agreement between the Parties as mentioned in this RFP.	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
35	16	Payment Terms Production Commencement (Part/Full) - Every quarter from the issuance of the work order:	The RFP states that the submission time frame for "Production Commencement" reports to start every quarter from the issuance of the work	Issuance of the work order to PMC

		<ul style="list-style-type: none"> • Cost analysis of the products being manufactured (manufacturing cost, average selling price, market rate) • Analyzing the quality of the products manufactured • Yield achieved vs benchmark • Off-take agreements secured and customer acquisition strategy • Financial analysis vs DPR projections <p>Every Quarter from issuance of work order</p>	order. Kindly clarify if this is from work order or post the production setup.	
36	4	<p>Section 4/ Background/ Notice Inviting Bids</p> <p>The “Technical” and “Financial” proposals must be submitted in two separate sealed envelopes (with respective markings in bold letters). The envelope comprising of Technical Proposal should not contain any component of financial proposal 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.</p>	<p>It is requested to amend the clause to read as:</p> <p>The “Technical” proposal, “Financial” proposal and “EMD” must be submitted in three separate envelopes (with respective marking in bold letters). The envelope comprising of Technical Proposal should not contain any component of financial proposal whatsoever. The sealed envelopes Cover 1, Cover 2, and Cover 3 should again be placed in a separate sealed cover, which shall be clearly marked with the name of the assignment.</p>	No change
37	5 & 6	Section 4: Scope of Work	It is requested to confirm that PMC for implementation of Project under the Semicon India Programme is not required to conduct construction quality checks, and provide recommendation on quality, processes and inefficiencies in manufacturing activities of an applicant.	Scope of Work to be referred to
38	6	Organization Company/ LLP/ Partnership/ Joint Venture/ Consortium incorporated and established as per laws of India. It may be noted that up to 3 entities (including foreign entities) may	It is requested to clarify whether a Partnership/ Joint Venture/Consortium established for the purposes of this bid is required to be incorporated as per the Companies Act, 2013.	Bidder must be incorporated and established as per laws of India

		collaborate for Partnership/ Joint Venture/ Consortia with a minimum of 26% equity stake in the arrangement. For Joint Venture/ Consortia the “Lead Member” shall mean one entity, incorporated and established under laws of India, with highest equity stake in the arrangement. Such Lead Member shall be eligible to sign the documents on behalf of all members. The combined eligibility and evaluation parameters of all the members of the Partnership/ Joint Venture/ Consortia shall be considered.						
39	7	<p>Section 4: Eligibility Criteria Page 7/ Point 3 Team Requirements:</p> <table border="1"> <tr> <td>Program Manager (1 no.)</td> <td>Should have postgraduate professional qualification in Engineering/ Business administration/ relevant fields • Must have 15 years of experience of working/ managing/ consulting in Semiconductor manufacturing industry</td> </tr> <tr> <td>SMEs (8 no.)</td> <td>All SMEs proposed by the Bidder should have</td> </tr> </table>	Program Manager (1 no.)	Should have postgraduate professional qualification in Engineering/ Business administration/ relevant fields • Must have 15 years of experience of working/ managing/ consulting in Semiconductor manufacturing industry	SMEs (8 no.)	All SMEs proposed by the Bidder should have	<p>It is requested to amend the qualification requirement of Program Manager to read as:</p> <ul style="list-style-type: none"> • Should have graduate degree in Engineering/ relevant fields Rationale: Program Manager with over 20 years of experience should be evaluated on the basis of their experience working in the relevant field. Therefore, relaxation with regards to education qualification is required for Program Manager as they have gained the necessary skills and industry knowledge to evaluate and monitor projects related to Semiconductor facilities. • Must have 10 years of experience of working/ managing/ consulting in Semiconductor manufacturing industry Rationale: Since the Program Manager is supposed to be deployed full time in Delhi, the requirement for a minimum 15 years of experience in Semiconductor manufacturing industry should be relaxed to 10 years as the Indian semiconductor manufacturing 	No change
Program Manager (1 no.)	Should have postgraduate professional qualification in Engineering/ Business administration/ relevant fields • Must have 15 years of experience of working/ managing/ consulting in Semiconductor manufacturing industry							
SMEs (8 no.)	All SMEs proposed by the Bidder should have							

		an undergraduate degree and a minimum work experience of 7 years in their relevant fields	market is at a nascent stage, and talent pool for Program Managers meeting bid criteria of over 15 years of experience in Semiconductor manufacturing industry is extremely limited in India. This is even more constrained by the requirement of full-time deployment in Delhi.	
40	7	<p>Section 4/ Eligibility Criteria Team Requirements</p> <p>Note: A team of Subject Matter Experts (SMEs) headed by a Program Manager would be required. Project Management Office with a core team comprising of minimum two (2) members in Delhi (including Program Manager) and two (2) dedicated general consultants deployed at the project site for the duration of Project to ensure better coordination. Presence of other members (including SMEs) at Delhi or project site is not necessary, unless specifically asked depending upon the requirement.</p>	<p>It is requested to amend the clause to read as: Note: A team of Subject Matter Experts (SMEs) headed by a Program Manager would be required. Project Management Office with a core team comprising of minimum two (2) members in Delhi (supervised by a Program Manager). The core team member in the Project Management Office should have a minimum work experience of 10 years in electronics manufacturing industry/ electronics consulting. In addition, two (2) dedicated general consultants deployed at the project site for the duration of Project to ensure better coordination. Presence of other members (including Program Manager and SMEs) at Delhi or project site is not necessary, unless specifically asked depending upon the requirement.</p>	No change
41	7 & 8	<p>Section 6: Evaluation Criteria Technical Evaluation Program Manager (1)</p> <ul style="list-style-type: none"> Expert in overall implementation plan vetting and management in relevant domains (as mentioned in – “Team description (Minimum requirements)”. (10*1=10) 	<p>It is requested to replace the words “Team description” to “Team Requirement” in the clause as there is no team description in the latest RfP. The amended clause would be read as: Expert in overall implementation plan vetting and management in relevant domains (as mentioned in – “Team Requirement (Minimum requirements)”.(10*1=10)</p>	“Team Description” to be read as “Team Requirement”

42	8	<p>Section 4: Eligibility Criteria Work Experience</p> <ul style="list-style-type: none"> • Three similar completed works, each costing not less than INR 40 crore OR • Two similar completed works, each costing not less than INR 50 crore OR • One similar completed work costing not less than INR 80 crore. <p>Please note that “similar completed works” includes any semiconductor/ display manufacturing/ lectronics consulting/ project management, either in India or globally, as stated in RFP.</p> <p>Estimated fiscal support disbursement under Semicon India Programme is around INR 60,000 Crore.</p>	<p>It is requested to clarify the following queries with regards to the definition of “similar completed works”:</p> <ol style="list-style-type: none"> 1. Request you to clarify if “semiconductor/ display manufacturing” works would comprise of all types of consulting service offered to semiconductor/ display companies? 2. Request you to specifically elaborate on work experience requirement with regards to “electronics-consulting/ project management”. 3. Would “electronicsconsulting” comprise of any services offered to electronics manufacturing companies in any domain? 4. Please clarify if the consulting/ project management services would only include non-tax and non-audit services in any field. 5. As signed documents can often not be shared, can we give an undertaking to establish experience? 	<p>For sub-point 1-4, the consultancy/ project management shall be pertaining to core manufacturing, supply chain and operations of semiconductor and display manufacturing , etc. and not tax, audit, IT or any support services.</p> <p>For sub-point 5, same as item 4.</p>																
43	11	<p>Section 6: Evaluation Criteria Manpower support Program Manager (1)</p> <ul style="list-style-type: none"> • Minimum experience- 15 years • Expert in overall implementation plan vetting and management in relevant domains (as mentioned in – “Team description (minimum requirements”). (10*1=10) <p>Scoring criteria as under:</p> <table border="1" data-bbox="390 1239 732 1412"> <thead> <tr> <th>Experience duration</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>25 years</td> <td>100%</td> </tr> <tr> <td>20-25 years</td> <td>70%</td> </tr> <tr> <td>15-20 years</td> <td>40%</td> </tr> </tbody> </table>	Experience duration	Marks	>25 years	100%	20-25 years	70%	15-20 years	40%	<p>Basis the request for amendment in eligibility criteria for Program Manager in point 1 of pre-bid query, request you to amend the qualification and scoring criteria for Program Manager to read as:</p> <ul style="list-style-type: none"> • Minimum experience – 10 years • Expert in overall implementation plan vetting and management in relevant domains (as mentioned in – “Team description (minimum requirements”).(10*1=10) <p>Scoring criteria as under:</p> <table border="1" data-bbox="842 1305 1184 1479"> <thead> <tr> <th>Experience duration</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>20 years</td> <td>100%</td> </tr> <tr> <td>15-20 years</td> <td>70%</td> </tr> <tr> <td>10-15 years</td> <td>40%</td> </tr> </tbody> </table>	Experience duration	Marks	>20 years	100%	15-20 years	70%	10-15 years	40%	No change
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44	12	<p>Section 6: Evaluation Criteria Technical Evaluation Please note that Bidder shall be required to furnish documents/information (including those applicable as per Annexures to this RFP, previous work orders and assignment completion reports, CVs of the proposed team members including year-wise description of the relevant work experience, etc.) in support of each evaluation parameter for the purpose of validation of the Bids submitted under this RFP. It is important to mention here that ISM may ask for any other documents/information if needed during evaluation of Bids. Acceptance of any document/ Bid does not mean acceptance of the offer of the Bidder or the selection of the Bidder as PMC under this RFP.</p>	<p>It is requested to clarify and elaborate on how ISM would evaluate qualification and relevant experience of Manpower required as per the RfP dated 21st November 2023.</p> <p>With regards to Work Experience/ Credentials requirement, please elaborate on how ISM would evaluate the experience of the firm, especially firm's experience working with Government of India and projects related to processing application and appraisal under various Government Schemes?</p>	<p>Evaluation shall be undertaken as per the parameters laid down in the RFP including but not limited to Eligibility Criteria and Evaluation parameters</p>
45	12	<p>Section 6: Evaluation Criteria Technical Evaluation One expert in legal matters including IP transfer and vetting of technology transfer agreements</p>	<p>(I) It is requested to clarify if legal expert could also include a Legal Entity. This is because the bid requirements are for conducting two activities requiring separate expertise i.e., (i) legal matters including IP transfer and (ii) vetting of technology transfer agreements. These are best available within a Legal Entity. If the above amendment is agreed, kindly clarify if work experience/ credentials of Legal Entity would suffice the scoring criteria mentioned against the Legal expert in the Technical Evaluation criterion. The authorized signatory of the Legal Entity would sign the documents related to activities</p>	<p>The Legal Expert may include any entity provided there are necessary sub-contracting arrangements and the requisite eligibility criteria is met.</p>

			<p>that are required from a legal expert (II) For the Legal expert, kindly clarify that the Education could be in either of Legal or Engineering domain with 20+ years of experience in technology transfer agreements.</p> <p>(III) Alternately, kindly allow to position a team of two experts for this position such that a.) Legal professional with expertise in IP Transfer, and b) Engineering professional with expertise in Technology Transfer could be positioned together.</p>	
46	12	<p>Section 6: Evaluation Criteria Financial Evaluation</p> <p>It is further clarified that the fee quoted by the Bidder shall be inclusive of the expenses for any activities proposed to be undertaken for the fulfilment of the scope of work covered in this RFP and payment for any additional financial obligations/ costs for any third party, etc. shall not be made unless the same have been specifically approved in writing. Also, payments will be released as per the milestone mentioned in RFP.</p>	<p>It is requested to amend the clause to read as: It is further clarified that the fee quoted by the Bidder shall be inclusive of the expenses for any activities proposed to be undertaken for the fulfilment of the scope of work covered in this RFP. The fee quoted shall be exclusive of GST. Payment for any additional financial obligations/ costs for any third party, etc. shall not be made unless the same have been specifically approved in writing. Also, payments will be released as per the milestone mentioned in RFP.</p>	No change
47	19	<p>Section 10/ Payment Terms/ Page 19/ Point xii</p> <p>Notwithstanding the issue of the Completion Certificate and release of final Payment, ISM reserves the right to carry out a post-payment audit and/ or technical examination of the Services and the final bill including all supporting documentation.</p>	<p>Notwithstanding the issue of the Completion Certificate and release of final Payment, ISM reserves the right to carry out a post-payment audit and/ or technical examination of the Services and the final bill including all supporting documentation. Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall be</p>	Same as item 5

			subject to ISM agreeing to maintain confidentiality of these documents. No access to the PMC's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by ISM to conduct such audit or request for information shall not be a competitor of the PMC and shall agree to confidential obligations with PMC, for the said purpose	
48	20	Section 11/ General Terms and Conditions/ Page 20/ Point xi/ Subpoint (b) Blacklisting the defaulting Bidder from participating in any similar bid process (including the present RFP).	It is requested to remove the said clause	No change
49	21	Section 11/ General Terms and Conditions/ Page 21/ Point xi/ Subpoint (f) General Terms and Conditions PMC's liability to indemnify for the losses, pay damages to ISM	It is requested to remove the said clause.	No change
50	24	Annexure -III 1. Self-Certification from Project Manager and SMEs 2. I (Name) hereby certify that I have been onboarded as a Program Manager/ Subject Matter Expert (Domain) for the (Bidder Name) as mentioned in their bid to RFP No. ISM-19/1/2022-ISM-DIC dated September 1, 2023 (RFP).	1. It is requested to amend heading of annexure to align with the manpower support description proposed in the Technical Evaluation Criteria: "Self-Certification from Program Manager and SMEs" 2. It is requested to amend the date in the clause to read as: I (Name) hereby certify that I have been onboarded as a Program Manager/ Subject Matter Expert (Domain) for the (Bidder Name) as mentioned in their bid to RFP No. ISM-19/1/2022-ISM-DIC dated November 21, 2023 (RFP).	The date for this provision to be referred to as November 21, 2023.
51	26	Annexure IV/ Non Disclosure Agreement/ Page 26/ Point 5	It is requested to amend the clause to read as:	No change

		<p>Disclosure Party B shall treat Confidential Information with highest degree of care and shall not disclose the same to any person, including any third persons. Party B shall only share the Confidential Information with those employees/ agents/ representatives/ consultants who require the same on a “need to know basis”.</p>	<p>Party B shall treat Confidential Information with highest degree of care and shall not disclose the same to any person, including any third persons. Party B shall only share the Confidential Information with those employees/ agents/ representatives/ consultants who require the same on a “need to know basis”. Party B may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party’s rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. The obligations under this Non-Disclosure Agreement shall be valid for a period of 3 years from the date of termination of this Agreement.</p>	
52	30	<p>Annexure -VI Technical Evaluation Bid Submission (self-certification required) Experience in semiconductor/ display/ electronics (independent/ joint) manufacturing consulting/ project management</p>	<p>It is requested to amend the clause to read as: Actual experience in consulting/ project management with respect to manufacturing of semiconductor/ display/ electronics (independent/ joint). This is required to align with the Technical Evaluation criteria in Page 10 of RfP</p>	No change
53	30	<p>Annexure – VI</p>	<p>It is requested to amend the clause to read as:</p>	No change

		Technical Evaluation Bid Submission (self-certification required) Experience in monitoring/ managing public/ private assignments high value assignments (INR 20,000)	Monitoring/ managing experience of public/ private assignments of at least INR 20,000 Crore This is required to align with the Technical Evaluation criteria in Page 10 of RfP	
54	32	Annexure – VII Eligibility Criteria Compliance Undertaking We hereby undertake that we comply with the eligibility Criteria as mentioned in the RFP (No. ISM-19/1/2022-ISM-DIC) regarding Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme dated November 20,2023.	It is requested to amend the date mentioned in the clause as the date of publication of RfP mentioned in Section 5: Schedule of Events, Page 9, is November 21, 2023. The amended clause may be read as: We hereby undertake that we comply with the Eligibility Criteria as mentioned in the RFP (No. ISM- 19/1/2022-ISM-DIC) regarding Engagement of Project Management Consultancy for implementation of Projects under the Semicon India Programme dated November 21,2023.	Same as item 50.
55	32	Annexure VII/ Eligibility Criteria Compliance Undertaking/ Page 32 In case it is found at any stage that we failed to comply with the said Eligibility Criteria, ISM has the right to cancel our proposal/ award, forfeit the EMD/ Performance Bank Guarantee submitted, appoint/ engage another Bidder, blacklist us for any similar Bid process, enforce the provision of indemnification against us which may be in addition to ISM's right to any other legal remedy and we forfeit all our rights to this extent	In case it is found at any stage that we failed to comply with the said Eligibility Criteria, ISM has the right to cancel our proposal/ award, forfeit the EMD/ Performance Bank Guarantee submitted, appoint/ engage another Bidder, which may be in addition to ISM's right to any other legal remedy	No change
56		Other Considerations	(I) It is requested to consider that from 26th December 2023 till 01th January 2024, business operations internationally will undergo planned shutdown and all experts may not be	The date of presentation shall be intimated later

			<p>available due to pre-planned activities during the week of 01st – 07th January. Therefore, it is requested that considering the non-availability of SMEs, presentation be kept after the date of 10.01.2024 please. This is to allow sufficient time to arrange for multiple SMEs to attend the presentation.</p> <p>(II) It is requested to provide at least 15 working days from date of release of pre-bid response for submitting bid.</p> <p>(III) Additionally, it is also requested to provide one week advance notice for the presentation.</p>	
57		<p>Report - Limitation on Liability</p> <p>New Clause</p>	<p>It is requested to insert/ add the below clause:</p> <p>Limitation on Liability ISM (and any others for whom Services are provided) shall not recover from the PMC, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. ISM (and any others for whom Services are provided) shall not recover from the PMC, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	Same as item 5

58		<p>Report - Immediate Termination New Clause</p>	<p>It is requested to insert/ add below clause: Immediate Termination The PMC may terminate this Agreement, or any particular services, immediately upon written notice to ISM if the PMC reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	Same as item 5
59		<p>Reports and Materials New Clause</p>	<p>It is requested to insert/ add below clause: Reports and Materials Any information, advice, recommendations or other content of any reports, presentations, or other communications the PMC provides under this Agreement (“Reports”), other than information provided by ISM, are for PMC's internal use only (consistent with the purpose of the particular Services) including ISM's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside ISM's organization. The PMC may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that it owns in performing the Services. Notwithstanding the delivery of any Reports, the PMC retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the PMC compiles and retains in connection with the</p>	Same as item 5

			Services (but not information provided by ISM reflected in them).	
60	7	<p>Team Requirements, Note (i)</p> <p>A team of Subject Matter Experts (SMEs) headed by a Program Manager would be required . Project Management Office with a core team comprising of minimum two (2) members in Delhi (including Program Manager) and two (2) dedicated general consultants deployed at the project site for the duration of Project to ensure better coordination. Presence of other members (including SMEs) at Delhi or project site is not necessary, unless specifically asked depending upon the requirement.</p>	Request to quantify Program Manager's requirement for being Delhi based.	The committed timeframe for the resource(s) deployed shall be based on the requirement of the Project. PMC shall determine the duration of engagement basis the scope of work and timelines of deliverables
61	9	Schedule of Events, S. No. 7 Presentation by the Bidders – Will be intimidated later	Request for presentation to be scheduled in January after the holidays to enable 6better participation of	Same as item 56
62	5	Scope of Work, Sub-clause I	The scope of work including the finalization of FSA for the approved project	Finalization of FSA with respect to subsequent approvals shall be required to be undertaken as per Scope of Work referred to in RFP.
63	6	<p>Scope of Work S. No. III b) and III c)</p> <p>III b) Incentive Claim: Verification of claim (reasonableness of rates of different components, such as equipment and refurbished equipment cost, construction cost, technology transfer cost and other costs) submitted by the Applicants and recommending release of incentive as per FSA for consideration of ISM or its agency.</p> <p>III c) Utilization of Incentive: Ensuring utilization of incentive released for the Project as per the agreed terms and conditions of FSA</p>	<p>III b) Claim for Fiscal Support: Verification of claim (reasonableness of rates of different components, such as equipment and refurbished equipment cost, construction cost, technology transfer cost and other costs) submitted by the Applicants and recommending release of fiscal support as per FSA for consideration of ISM or its agency.</p> <p>III c) Utilization of disbursed Fiscal Support: Ensuring utilization of fiscal support released, for the Project as per the agreed terms and conditions of FSA and implementation plan and observations in this regard including</p>	The proposed changes are already present in the published RFP.

		and implementation plan and observations in this regard including recommendations for improvement, in case required.	recommendations for improvement, in case required. We request ISM to kindly clarify if the use of “Fiscal Support” in place of “incentive” has any wider linkage/ impact on other terms of engagement including scope, payment terms etc.											
64	10	<p>Evaluation Criteria A. Technical Evaluation S. No. 4 Manpower Support</p> <p>SMEs (8)</p> <ul style="list-style-type: none"> • Minimum experience – 7 years • One expert each for vetting following manufacturing technologies: <ul style="list-style-type: none"> i. CMOS ii. Display iii. Compound Semiconductors iv. Semiconductor Packaging (5 * 4 = 20) • One expert in vetting the semiconductor equipment cost including refurbished equipment for CMOS/ display manufacturing/ Compound Semiconductors, Discrete, Sensors/Silicon photonics/ Semiconductor Packaging. (15*1=15) • One expert in vetting construction cost of semiconductor facilities. (5*1=5) • One expert in vetting overall Project cost and financial risk assessment. (5*1= 5) • One expert in legal matters including IP transfer and vetting of technology transfer agreements. (5*1= 5) <p><u>Scoring criteria as under:</u></p>	<p>While minimum experience can be 7 years for the SMEs, we request ISM to kindly modify the clause related to scoring criteria as under:</p> <table border="1"> <thead> <tr> <th>Experience duration</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>15 years</td> <td>100%</td> </tr> <tr> <td>13-15 years</td> <td>80%</td> </tr> <tr> <td>10-13 years</td> <td>60%</td> </tr> <tr> <td>7-10 years</td> <td>40%</td> </tr> </tbody> </table> <p><i>Rationale: As the manufacturing technologies such as CMOS, display, compound semiconductors, semiconductor packaging are relevantly new and upcoming, we request ISM to kindly consider allowing SMEs with work experience of more than 15 years for full marks.</i></p>	Experience duration	Marks	>15 years	100%	13-15 years	80%	10-13 years	60%	7-10 years	40%	No change
Experience duration	Marks													
>15 years	100%													
13-15 years	80%													
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		Experience Duration	Marks		
		>20 years	100%		
		15-20 years	80%		
		10-15 years	60%		
		7-10 years	40%		
65	10 & 11	Schedule of Events S. No. 7 & Evaluation Criteria A. Technical Evaluation S. No. 3 Presentation by the Bidders & Presentation on approach, methodology & team expertise (Scoring by Tender Evaluation Committee as mentioned in this RFP.)	We request ISM to kindly schedule the presentation post 1st week of January 2024. Rationale: We have a firm-wide block leave from 25th Dec 2023 to 1st Jan 2024. Accordingly, we request ISM to please allow us time and schedule the presentation post 1st week of January 2024.	Same as item 56	