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Tender for Training Needs Assessment for Electric Buses in India for Integrated and Sustainable Urban Transport Systems for Smart Cities in India (SMART SUT) Project

S. No.	Clause Reference	Description	Query/Question	Reply from GIZ
1	Section 1 of ToR, Page 3, Context	Brief content of description of the project	Is the following interpretation correct? a) Political partner – Mayor, Dy Mayor b) Implementing Organisation – Urban Transport/SPV/ULB c)	Yes, political partners include Mayor, Councillor, etc. Implementing organisations are the local urban bodies such as City Bus Agency, Electricity Board, Municipal Corporation, etc.
2	Section 1 of ToR, Page 4, Objectives	The assignment intends to take up three areas of capacity building relating to E-Buses, namely i. Training Needs Assessment (TNA) & Training Planning ii. Training Modules Preparation	Shall the “Training Planning” is to be read as second area and Training Module Preparation (TMP) as third (Or) Else specify the third area	Yes, but this work package pertains to Training Needs Assessments (TNA) & Training Planning only

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3	Section 1 of ToR, Page 4, Objectives	Target Group	Junior: Crew & Artisan need to be segregated as their work profile differs in comparison to Asst Manager & Supervisor	Contractor may submit this as part of their proposal
4	Section 1 of ToR, Page 4, Objectives	This work package is pertaining to the Training Needs Assessments (TNA) & Training Planning only. The objectives can be enumerated as follows: <ul style="list-style-type: none"> Understand initial E-Bus deployment experience in cities where E-Buses are being operated to understand initial experience and identify emerging capacity gaps that require to be plugged for successful E-Bus adoption 	As per the scope of work, we understand that this study shall include 7 national cities and 1 international city preferably Shenzhen in China. Our suggestion is to include one European and One Latin American City where E Buses are being operated as main public transport mode.	For now, only one international city assessment is required. Final shortlisting of the international city may be done based on mutual agreement between the consultant and SMART-SUT.

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5	Section 1 of ToR, Page 4 & 5, Target Group	<p>The target group for the training program shall be persons engaged at senior, middle and junior management levels in STUs /City Transport Authorities.</p> <ul style="list-style-type: none"> • Senior: Decision makers and Senior level managers such as Managing Directors, General Manager and Chief Engineers, Chief Operations Managers of STUs • Middle: Managers such as Divisional Heads, Deputy Operations Managers, Deputy Engineers, Depot Manager, Divisional Traffic Controllers and Works Managers • Junior: Assistant Managers, Supervisors, Maintenance Staff, Drivers etc. 	<p>This Group is too wide a group as it includes Assistant Manager and Supervisor. We suggest that an additional technician groups to be added to include maintenance and repair staff, drivers etc.</p>	<p>Contractor may submit this as part of their proposal</p>
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6	Section 2 of ToR, Page 5, T1	<p>Conduct Stakeholder Consultations</p> <ul style="list-style-type: none"> The contractor shall conduct stakeholder consultations with key stakeholders to understand their experiences, issues & challenges faced during planning and deployments and pre-requisite for E- Bus deployment and operations Key stakeholders shall include E-Bus OEMs, battery manufacturers, charger manufacturers, private operators, policy makers/industry experts, discoms and STUs/ City Transport Authorities where E-Bus deployment has happened and is operational 	<p>A Group of various stakeholders are listed to conduct consultations where E Buses deployment has happened. Please clarify that these include the consultations with India based groups</p> <p>We understand that the suggestive sample size for each stakeholder is inclusive of all levels. For instance, 3 e-bus OEMs encompasses senior, middle and junior management levels. It is not necessary to cover 3 e-bus OEMs for each management level. This understanding is applicable for all stakeholders</p>	<p>If international agencies are part of the key stakeholders, then they shall be considered for stakeholder consultation.</p> <p>The senior, middle and junior management levels refers to target group defined for conducting TNA and not for stakeholder consultations.</p> <p>The suggestive sample size for each stakeholder is inclusive of all levels. It is not necessary to cover 3 e-bus OEMs at each management level.</p> <p>Please refer to annexure 2 for suggestive enquiry mechanism.</p> <p>The stakeholder interaction with 3 E-Bus OEMs is spread across 07</p>
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			and the suggestive sample size. Please confirm our understanding.	cities and is not per city requirement for 07 cities.
7	Section 2 of ToR, Page 5, T1	T1: Task to be performed by the Contractor	At the time of stakeholder consultation, if any point has come up which requires attention. Is Consultants can include the same in the enquiry points?	Yes, the consultant shall raise their concerns which may arise during stakeholder consultations also.
8	Section 2 of ToR, Page 5, T1	T1: Task to be performed by the Contractor Stakeholder & Suggestive sample size	Some of the stakeholders are having multiple roles, then how to consider them in the sample size? Lead role to be taken into consideration or multiple roles	If there are any special cases where one stakeholder holds multiple roles, such stakeholder may be considered for both the roles. SMART-SUT would recommend the consultant to identify relevant stakeholder for specific roles.

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9	Section 2 of ToR, Page 5, T1	T1: Task to be performed by the Contractor The contractor shall conduct stakeholder consultations with key stakeholders to understand their experiences, issues & challenges faced during planning and deployments and pre-requisite for E-Bus deployment and operations	We understand that the stakeholder consultations can be done telephonically as well as through one on one meeting. Please confirm our understanding.	Emails/skype/video conferencing/round tables/ one to one meeting etc. could be used only for communication depending upon the availability and case to case basis.
10	Section 2 of ToR, Page 5 & 6, T1 & T2	T1: Conduct Stakeholder Consultations T2: Prepare Training Needs Assessment	Considering Task 2 is subsequent to Task 1 and during Task 2, 8 cities including 1 international city is to be covered, 2.5 months is less time. Please increase the same to at least 4 months. This is for your consideration, please A large number of training areas are identified in Annex	The mentioned timeline for the tasks remains unchanged. Tentatively, Shenzhen, China is identified for the international visit for learnings and understanding best practices.

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			1. It might not be possible to address all of these areas in this project given the limited time frame. Therefore, we request you to consider the identification of high-priority training topics by the Consultant that will be addressed in this project. Please consider and confirm.	
11	Section 2 of ToR, Page 5, T2	T2: Prepare Training Needs Assessment Contractor shall also propose resource requirements in the existing organization structure at various levels, for delivering various functions anticipated for operating and managing the E-Buses. This will include the type of resources,	We understand that standard operating procedures developed shall only indicate the proposed hierarchy and shall not include intricate details of each activity to be performed for electric bus operation. Please confirm our understanding.	Yes.

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		numbers, qualification, job description, roles and responsibilities/standard operating procedures (SOPs)		
12	Section 2 of ToR, Page 5, T2	T2: Prepare Training Needs Assessment	In some of the city's procurement and operation of E-bus is in the various stages - Is there any baseline to be considered for conducting the TNA. Transport agencies with E-Bus & without E-Bus.	No changes would be made to the ToR
13	Section 2 of ToR, Page 5, T2	T2: Prepare Training Needs Assessment	We understand that GIZ will facilitate interactions with the respective cities. A letter will also be issued by GIZ for facilitating these discussions. Please confirm our understanding.	GIZ will provide necessary letters for initiating interactions with the respective cities.

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14	Section 2 of ToR, Page 5, T2	T2: Prepare Training Needs Assessment	<p>In India, a Public Transport Organization are established under the following categories:</p> <ul style="list-style-type: none"> a) RTC Act b) Company's Act c) Municipal Corporation Act d) SPV <p>Each category has its own legal framework. We understand that the training modules need to be designed in such a manner that it is agnostic to the legal framework under which a specific urban transport organization has been set up. Kindly confirm our understanding.</p>	Yes
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15	Section 2 of ToR, Page 5, T2	T2: Prepare Training Needs Assessment Contractor shall establish the communication with the city through various channels (emails/ skype/video conferencing etc.) and arrange a visit keeping the objective of the assignment in mind.	We request you to please confirm the duration of the visit and number of people envisaged for international trip that is envisaged during the project.	The final decision in this regard will be taken after mutual discussion with SMART-SUT and winning agency.
16	Section 2 of ToR, Page 6 & 7, T3	T3: Preparing the training program	One Month is too short to prepare the training program. Please review	The mentioned timeline for the task remains unchanged.
17	Section 2 of ToR, Page 7, T3	T3: Preparing the training program	Give the reference (month & year)	This may be decided in a much later stage in consultation with SMART-SUT.

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18	Section 2 of ToR, Page 7, T4	T4: Further Requirements - Identification of host institutions	It is suggested to restrict to identification to host Institutes. The responsibility to shortlist potential trainers may be given to the host Institutes.	Potential trainers means, individual experts too (may not be the host institutes)
19	Section 2 of ToR, Page 7, T4	T4: Further Requirements - Identification of host institutions Deliverables & Time Frames	Identification of host institute and setting communication - permission may be given for intimation after task 1 onwards as it requires time for getting response and scrutinising the Institutes. As such there will not be any effect on total duration of the project.	The consultant is free to initiate communication with the host institutions. But the mentioned timeline of the task remains unchanged.

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20	Section 3 of ToR, Page 8	<ol style="list-style-type: none"> 1. Project management of the contractor 2. Assignment of personnel 	<ol style="list-style-type: none"> 1. Please elaborate AVB and if possible, to share a copy of the same. 2. Specific nos. of expert days are specified for each position. In case for assignment requirements, these expert days are to be increased, can the intent for same be included in the bid submission with relevant justification. 3. Please advise on the timelines for release of payment from the date of invoicing 	<ol style="list-style-type: none"> 1. The AVB is the German version of GTCC, which is part of Tender package 2. The contractor may express their intents, the final decision would be taken by SMART-SUT based on the workplan 3. Payment will be released within 14 days from the day of submission of Invoice alongwith supporting documents.
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			4. In case of change in taxes & duties during the term of the contract, the same shall be absorbed by GIZ as Change in Law variation for the Project. Please confirm	4. GST will be paid on current prevailing rates
21	Section 3 of ToR, Page 9	Project management of the contractor	In addition to the reports required by GIZ in accordance with AVB, the contractor submits the following reports: <ul style="list-style-type: none"> Contributions to reports to GIZ's commissioning party Brief monthly/quarterly or half yearly reports on the implementation 	The reports mentioned may be referred under Section 2 on Page 7.

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			<p>status of the project (5-7 pages)</p> <p>We request you to please elaborate the reports mentioned in this clause. Request you to please confirm if these reports are same as mentioned in T4 deliverables) or are to be submitted separately. Please clarify and confirm.</p>	
22	Section 4 of ToR, Page 10	<p>Qualifications of Team Leader</p> <p>Education/training (2.1.1): University qualification (Post-graduation or Equivalent) in Urban Planning/Transportation Engineering/Mechanical Engineering/Electrical Engineering</p>	<p>Since the General professional Experience requirement for Team Leader mentions “Management Experience” we believe the “MBA/Management Educational Equivalent” as an option for Team Leader is missed out.</p>	<p>The qualifications considered for Experts in the tender documents shall remain same.</p> <p>Consultants may submit appropriate and relevant CVs of Experts based on the experience mentioned in the ToR.</p>

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		<ul style="list-style-type: none"> - Language (2.1.2): Good business language skills in English - General professional experience (2.1.3): 25 years of experience in Transport Planning / Transportation Research and Bus Operation/Transport Policy/ Traffic and Transportation Studies/Management - Specific professional experience (2.1.4): 10 years in of Bus based Transport System /Bus Technologies in India or abroad and should have worked in five bus-based Projects, of which minimum two should be international projects. Should have thorough understanding of the governing policies, processes of public transport authorities/ institutions in the Indian context. Experience in Training 	<p>Also, in this particular assignment the Task of Team Leader requires mature level of coordination and management work. So, a Management qualification is essential. We suggest the Team Leader should have Bachelor's degree in Engineering Fields + Post Graduation in Management.</p>	<p>The final decision to reject/ accept and evaluate such cases/ CVs shall be the sole discretion of GIZ evaluation committee.</p>
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		<p>Need Assessment/ preparing training modules will be an added advantage.</p> <ul style="list-style-type: none"> - Leadership/management experience (2.1.5): 6 years of management/leadership experience as project team leader or manager in a company - Regional experience (2.1.6): - Development Cooperation (DC) experience (2.1.7): Working experience in DC projects - Other (2.1.8): 		
23	Section 4 of ToR, Page 10	<p>Expert 1 National EV Expert</p> <p>Qualifications of expert 1</p> <ul style="list-style-type: none"> - Education/training (2.2.1): Bachelor's degree in Automobile Engg./Vehicle Technology or Equivalent 	<ol style="list-style-type: none"> 1) Request to add Masters in Transport Planning under eligible qualification of EV Expert 2) We request to also include Bachelor's 	<p>The qualifications considered for Experts in the tender documents shall remain same.</p> <p>Consultants may submit appropriate and relevant CVs of</p>

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	<ul style="list-style-type: none"> - Language (2.2.2): English - General professional experience (2.2.3): 10 years overall experience with 2 years of experience in Electric Vehicle Technology in India or abroad. - Specific professional experience (2.2.4): Must have thorough understanding of E- Bus Technology, Battery Management and its Operation and Maintenance aspects - Leadership/management experience (2.2.5): - Regional experience (2.2.6): - Development Cooperation 	<ul style="list-style-type: none"> degree in Mechanical/ Electrical in the qualification option requirement. 3) Most of the experts who have automobile/ EV experience have a basic qualification in Mechanical/ Electrical Engg. 4) So, the requirement may be changed as follows: 5) Education/training (2.2.1): Bachelor's degree in Automobile Engg./Vehicle Technology/Mechanical Engg./ Electrical Engg. or Equivalent. 	<p>Experts based on the experience mentioned in the ToR.</p> <p>The final decision to reject/ accept and evaluate such cases/ CVs shall be the sole discretion of GIZ evaluation committee.</p>
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			<p>6) Education: Like the International EV Expert in National EV Expert also include Diploma Degree.</p> <p>7) Experience of prevailing Rules & Regulations shall be given due weightage.</p>	
24	Section 5 of ToR, Page 11	Costing Requirements Team leader: On-site assignment for 40 expert days	We request you to please clarify and confirm the onsite location envisaged for the Team leader.	This refers to the country of the project (i.e. India)
25	Section 5 of ToR, Page 11 & 12	Costing Requirements Team Leader – 40 days Expert 1 – 40 days Expert 2 – 20 days Expert 3 – 15 days	The overall man-day requirement suggested in the ToR appears inadequate. As per ToR a total of 175 man days are required.	The expert days required will remain the same as mentioned in the ToR.

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		<p>Expert 4 – 30 days Expert 5 – 30 days</p>	<p>However please note that as per our estimate the broad man day requirement would be in the range of ~400-500 man-days.</p> <p>Can be estimated as follows:</p> <ol style="list-style-type: none"> 1. Meetings with Stakeholders – 21 stakeholders x 1 manday (excluding travel) x 3 expert (say per meeting) = 63 mandays 2. Data Collection and discussion from 7 Cities – 3 mandays per city (excluding travel days only when data is readily available) x 3 	
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			<p>experts per city (say) = 63 man days</p> <p>3. Work by Experts analysis of collected data and development of reports – 150-175 mandays</p> <p>4. International Travel and Domestic Travel by experts – 20 round trips + 3 international trips – 20x2x3+3x2x3 (say 3 expert travel on an average) = 138</p> <p>5. Support staff for development of reports and making arrangements – ~100</p>	
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			<p>Total requirement ~ 500 mandays.</p> <p>Request you to please re-look at the manday requirement considering the scope of work.</p> <p>Please let us know how to take care of the above in our bid.</p>	
26	Section 5 of ToR	Costing Requirements	<p>Payment Schedule and terms are not clear. Clarification is requested.</p>	<p>The proposed payment schedule shall be as under (Procurement team please check):</p> <ol style="list-style-type: none"> 1. Advance payment: 40% of total contract value after signing of the Contract 2. Interim payment against completion of deliverable 3: 30% of the contract value 3. Final payment against completion of deliverable 4:

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				<p>30% of total contract value after completion of project.</p> <p>4. However, the same can be discussed and mutually agreed with the winning agency</p>
27	Section 5 of ToR Page 12	<p>Costing Requirements: Travel</p> <p>The bidder is required to calculate the travel by the specified experts and the experts it has proposed based on the places of performance stipulated in Chapter 2 and list the expenses separately by daily allowance, accommodation expenses, flight costs and other travel expenses.</p> <p>A tentative schedule of 20 domestic round trips (inclusive of travel to Delhi and Project cities) and 3 international round trips along with 60 nights of</p>	<p>Request to clarify the location of 3 international round trips along with duration, so that the cost for the same can be estimated accordingly.</p>	<p>The project has envisaged, two travel trips for the International Expert to the project location (India) and one travel to the International City identified under the TNA study. The costing shall be estimated based on the travel rates assumed by the consultant.</p>

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		<p>accommodation and per diem has been envisaged by the GIZ.</p> <ul style="list-style-type: none"> Economy class Airline tickets shall be procured by the contractor and reimbursed by GIZ against provision of receipts, flight tickets, and boarding passes. <p>Accommodation will be arranged by contractor and shall be reimbursed by against provision of invoices</p>		
28	Section 2 of Bidding Documents, Page 2	<p>Consortium/joint venture</p> <p>If you are forming a bidding consortium or association, the bid must show who the members are and how the work is divided between them. Specifically, all members must name the lead member and authorize this member to represent the</p>	<p>In case of consortium, authorised signatories of other Consortium Members can authorise the Lead Member, with an authorisation letter on the respective consortium members letter head. Please confirm.</p>	<p>In case of entering into an consortium. The agency must submit the following documents within technical proposal.</p> <p>(a) Name of Lead Partner (first party)</p> <p>(b) Name of the Firm with whom the consortium is formed</p>

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		association and to receive payments on behalf of the other members. The members must also acknowledge joint and several liabilities for performing the contract. A corresponding written authorization must be attached to the bid.	Also, please confirm if an unregistered Joint-Venture can participate in the Bidding process.	(c) Letter from 2nd party accepting the terms of consortium including financial & technical Registered entity is preferred.
29	Section 4 of Bidding Conditions, Page 2	<p>Cost of preparing the bid</p> <p>No remuneration will be granted for the preparation of the bid and the documents to be attached thereto. The bids, together with the attached documents, shall become the property of the Deutsche Gesellschaft für Technische Zusammenarbeit (GIZ) GmbH, without entitlement to remuneration.</p> <p>A request that the first-ranked bidder present candidate staff members previous to the awarding of the</p>	Does this imply that, Technical proposal can be either submitted in hard copy of soft copy? Please confirm	<p>Both the proposals must be submitted in Hard Copy only.</p> <p>The bidder must submit at least 1 hard copy of technical proposal and 1 hard copy of financial proposal in separate envelop. The electronic version of Technical Proposal ONLY, in the form of CD/Pen-drive would be appreciated.</p>

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		contract does not constitute grounds for a claim for reimbursement of related costs from the GIZ.		
30	Section 8 of Bidding Conditions, Page 4	Evaluation	We request that this weighted evaluation be revised to 80:20 in order to ensure that bigger and better qualified firms are able to compete effectively.	No changes will be made to the ToR.
31	Format Financial Proposal, Bidding Conditions, Page 5		The total cost for evaluation includes reimbursable fee as well. Please clarify what would reimbursable mean? Does this include travel cost of consultant's experts? Will this be paid on actuals?	Reimbursable primarily comprises of travel related costs and other costs (e.g, printing, stationary, reports, workshops, trainings). All these costs shall be paid on actuals only.

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			<p>Since all bidders will have different travel and per-diem costs depending on their location of experts, please clarify how will this get paid.</p> <p>In case this fee is paid on actuals, it should not be taken into consideration for evaluation purposes.</p>	<p>Please propose the realistic budget towards per diem, based on the class of cities.</p> <p>GIZ will carryout the financial assessment and verify, if the budget falls within the limits of GIZ travel guidelines.</p>
32	Section 1, Clause 1.4 of General Terms of Contract, Page 1	<p>Confidentiality</p> <p>Contractors shall treat all commission-related data and other information of which they become aware when implementing the commission as confidential, both during and beyond the term of the contract. The use of such data and information for the</p>	<p>We request the Client to please not apply this clause to any information (a) which forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to</p>	<p>The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.</p>

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		<p>Contractor's own purposes is not permitted.</p> <p>Contractors shall not allow third parties to access documentation or work results of any kind, in particular reports, without the prior written consent of GIZ. For the purposes of this clause, the term 'third parties' includes the ultimate commissioning party.</p>	<p>any regulatory, statutory or governmental authority.</p>	
33	Section 3, Clause 3.1 of General Terms of Contract, Page 1	<p>Rights of use/Documentation on work results.</p> <p>Waiving the author's or originator's right to be named, the Contractor shall assign to GIZ, for the duration of the statutory copyright period, an exclusive, assignable, sub licensable right without content-related restriction to reproduce, distribute, make publicly accessible, process and redesign the</p>	<p>We understand that the pre-existing IPR of the firm will still be with firm. We also request you to ensure there is a proper bifurcation of the documents and property to identify the IPR. Please consider and confirm our understanding.</p>	<p>This can be discussed with the winning firm.</p> <p>However, whether to accept/not accept the proposed clause will be the sole discretion of GIZ.</p>

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		work results, including studies, drafts, documentation, articles, information, files, illustrations, drawings, calculations, materials and other documents ('work results') that are produced and/or procured in connection with the fulfilment of the contract.		
34	Section 10 of General Terms of Contract, Page 2	Remuneration and terms of payment	Please advise on the timeline for release of payment on submission of invoice by the Contractor.	Payment will be released within 14 days from the day of submission of Invoice alongwith supporting documents.
35	Section 10, Sub Clause 10.9 of General Terms of Contract, Page 3	Bank Guarantee If a Contractor is obliged to provide collateral in the form of a bank guarantee, the content must be approved by GIZ. Such guarantees must be issued by a bank acceptable	Please provide the list of banks acceptable to GIZ and what bank guarantee GIZ is referring to as there in no reference of any Bank	All Nationalised banks

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		<p>to GIZ, must be without any time limitation and must contain an explicit waiver of any plea or objection. Moreover, they must be payable upon the first written demand of GIZ and contain a declaration that the place of jurisdiction will be Frankfurt am Main, Federal Republic of Germany.</p>	<p>Guarantee in Terms of Reference Document</p> <ol style="list-style-type: none"> 1. The place of jurisdiction for such bank guarantee (if any) shall be place of assignment where works are being undertaken. Please confirm 2. Also, as general practice, all bank guarantees are issued for a specific time and cannot be without time limitation. Thus, request you to consider bank guarantee (if any) with specific timeline (equivalent to the 	<p>There is GIZ specific format for bank guarantee, which explicitly provides the content to be drafted by the banker. This will be shared with the winning firm.</p> <p>The timeline depends upon the duration of contract and submission of acceptable deliverables.</p>
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			Project assignment timeline).	
36	Clause 17 of General Terms of Contract, Page 3	<p>Applicable Law/ Place of Jurisdiction</p> <p>The contract is subject to the laws of the Federal Republic of Germany. The exclusive places of jurisdiction are Bonn and Frankfurt/Main if the Contractor is a merchant or a legal entity or a special fund under public law or does not have a general place of jurisdiction in the Federal Republic of Germany. GIZ may also institute proceedings against the Contractor before the competent court for the latter's place of residence or place of business or habitual place of residence.</p>	As works are being carried out in India, the applicable law/ place of jurisdiction shall be India. This is for your consideration, please.	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.

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37	ToR	Project Budget	We request the client to disclose the budget for the assignment.	Not Applicable
38	Section 8, Clause 8.1, General Terms of Contract, Page 2	Termination GIZ may terminate the contract at any time either wholly or in respect of individual parts of the works or services	We request the client to please provide a prior written notice of at least 30 days before termination	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.
39	Section 8, Clause 8.3, General Terms of Contract, Page 2	Termination If GIZ terminates the contract on grounds for which the Contractor is responsible, remuneration shall be paid for the works/services already executed, to the extent that GIZ can make use of them, in accordance with the contract prices, or that part actually executed shall be remunerated as a proportion of the total contractual works/services on the	We understand that this clause means that GIZ will pay the Contractor till the effective date of termination, in case the contract is terminated before the effective date or till the contract is completed, then GIZ will pay remuneration for the services performed. However, the last sentence is ambiguous what Damages are	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.

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		basis of the contract prices. Expenses will be remunerated in the same proportion. The work that has been executed but that GIZ cannot utilise shall be returned to the Contractor at the latter's expense. Insofar as the contract involves rendering services, the services rendered up to the date of termination shall be treated as usable. The right of GIZ to claim damages remains unaffected.	they talking about. We request the deletion of the last sentence and modification of the clause. Please consider and confirm.	
40	General Terms of Contract governing the delivery of works and services		<p>We request the client to please add the below clause to the General Terms of Contract:</p> <ul style="list-style-type: none"> • Anti-Bribery & Anti-Corruption • Economic and Trade Sanctions • Non-Exclusivity 	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.

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41	Section 15, Clause 15.2, General Terms of Contract, Page 3	In each of the cases specified in section 8.4, the Contractor is obliged to pay GIZ a contractual penalty of EUR 25,000 for each commission; however, the penalty payable shall amount to at least the value of the benefit granted. Further rights of GIZ to claim damages shall remain unaffected. However, the contractual penalty shall be deducted from such claims for damages.	We understand that the clause 15.2 relates to anti-bribery. We request to delete the clause as the courts are authorized to decide the penalty and not GIZ. Please consider and confirm.	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.
42	Section 16, General Terms of Contract, Page 3	The contractual liability of the Contractor is limited to EUR 300,000. If the total contract value exceeds this figure, the Contractor's liability shall be limited to the total contract value. This limitation of liability does not apply in cases of intent or gross negligence on the part of the Contractor.	We propose that the term "gross negligence" be defined as follows: For the purposes of this contract, "gross negligence" means the Consultant's conduct of so high a degree as to amount to a wilful and consciously reckless	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.

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		Furthermore, it does not apply to loss of life, bodily injury or damage to health.	disregard of agreed professional duty". Moreover, liability should be limited to one time of the fees paid per year under this assignment. Please consider and confirm.	
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