

Pre Bid Queries

Sl.	Reference Section in RFP	RFP page No.	Existing Clause	Query / Suggested Modification/Observations	Response to Queries																
1.	Terms of Reference Section 4: Personnel Concept	Page 9	Eligibility requirements of the firm: - Average annual turnover for the last three financial years, at least 120.000 EUR	Since the Financial Statements for year 2018-19 are still under audit process, we request you to consider the Financial Statements for the years 2017-18, 2016-17 and 2015-16 to establish average annual turnover requirement for three years.	Financial Statements for the years 2017-18, 2016-17 and 2015-16 would be acceptable.																
2.	Terms of Reference Section 4: Personnel Concept	Page 9	Eligibility requirements of the firm: - Please provide past project related to taxation reform urban reform in India – at least 3 project - At least 5 years of experience in projects related to municipal finance / tax reform /property tax/ other revenue sources - Prior experience of projects related to implementation or recommendation of taxation reforms - Experience of working with government agencies (State and City level) - Prior experience of the firm for working on legal aspects for taxation reforms	<p>We note that the assessment of bidders will be done as per the 'Assessing Eligibility of consulting firms' grid:</p> <table border="1"> <thead> <tr> <th>(1) Criterion</th> <th>(2) Weighting in %</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">1. Technical Experience</td> </tr> <tr> <td>Technical experience (upto five specialists areas, including cross - cutting themes)</td> <td></td> </tr> <tr> <td>At least 5 years of experience in projects related to municipal finance / tax reform / property tax/ other revenue sources</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Prior experience of projects related to implementation or recommendation of taxation reforms</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Experience of working with government agencies (State and City level)</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Prior experience of the firm for working on legal aspects for taxation reforms</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Total 1.</td> <td style="text-align: center;">60</td> </tr> </tbody> </table> <p>We understand that 5 number of projects needs to be cited to score full marks for each of the highlighted criterion. Kindly clarify.</p>	(1) Criterion	(2) Weighting in %	1. Technical Experience		Technical experience (upto five specialists areas, including cross - cutting themes)		At least 5 years of experience in projects related to municipal finance / tax reform / property tax/ other revenue sources	15	Prior experience of projects related to implementation or recommendation of taxation reforms	20	Experience of working with government agencies (State and City level)	15	Prior experience of the firm for working on legal aspects for taxation reforms	10	Total 1.	60	<p>One project can fulfill multiple assessment criteria. Please specify the criteria's for which project experience is attached and should be evaluated.</p> <p>The assessment shall be done as per assessment grid.</p>
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<p>3.</p>	<p>Assessing Eligibility of consulting firms</p>	<p>Excel Sheet Consulting Firms</p>	<p>B. Weighted Criteria: Regional Experience</p>	<p>We note that the assessment of bidders will be done as per the 'Assessing Eligibility of consulting firms' grid:</p> <table border="1" data-bbox="958 240 1599 499"> <thead> <tr> <th colspan="2" data-bbox="958 240 1451 363">(1) Criterion</th> <th data-bbox="1451 240 1599 363">(2) Weighting in %</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="958 363 1599 400" style="text-align: center;">2. Regional Experience</td> </tr> <tr> <td data-bbox="958 400 1106 499">Regional experience</td> <td data-bbox="1106 400 1451 499" style="background-color: yellow;">In the South Asia region, especially India</td> <td data-bbox="1451 400 1599 499" style="text-align: center;">30</td> </tr> </tbody> </table> <p>We understand that 5 number of projects needs to be cited to score full marks for each of the highlighted criterion. Kindly clarify.</p>	(1) Criterion		(2) Weighting in %	2. Regional Experience			Regional experience	In the South Asia region, especially India	30	<p>One project can fulfill multiple assessment criteria. Please specify the criteria's for which project experience is attached and should be evaluated.</p> <p>The assessment shall be done as per assessment grid.</p>
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4.	Assessing Eligibility of consulting firms	Excel Sheet - For Assessing Consulting Firms	B. Weighted Criteria: Experience of development projects (ODA Financed)	<p>We note that the assessment of bidders will be done as per the 'Assessing Eligibility of consulting firms' grid:</p> <table border="1"> <thead> <tr> <th>(1) Criterion</th> <th>(2) Weighting in %</th> </tr> </thead> <tbody> <tr> <td>3. Experience of development projects (ODA Financed)</td> <td></td> </tr> <tr> <td>Experience of development projects (ODA Financed)</td> <td style="background-color: yellow;">10</td> </tr> </tbody> </table> <p>We understand that 5 number of projects needs to be cited to score full marks for each of the highlighted criterion. Kindly clarify.</p>	(1) Criterion	(2) Weighting in %	3. Experience of development projects (ODA Financed)		Experience of development projects (ODA Financed)	10	<p>One project can fulfill multiple assessment criteria. Please specify the criteria's for which project experience is attached and should be evaluated.</p> <p>The assessment shall be done as per assessment grid.</p>
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5.	Terms of Reference Section 2.2: Scope of Work	Page 5	b. Carry out three comparative studies for three Municipal Corporation (seemingly Bhubaneswar, as it is also the capital city of State), to determine how the provisions of law have been applied and what have been the results thereof	Kindly clarify whether three Municipal Corporations need to be studied as part of the assignment or it can be a mix of Municipal Corporation, Municipality and Notified Area Council.	The study shall be carried out for three Corporations. However the final selection shall will be done with the consultation with Housing and Urban Development Department, Govt. of Odisha						
6.	Terms of Reference Section 4: Personnel Concept-Regulatory Expert	Page 10	Qualifications of Expert 1: Regulatory Expert - Education/training: Master's degree in Business Law or University Degree in Law	We request you to also consider Chartered Accountant/ Masters in Business Administration/ Economics/ Business Economics or equivalent qualification in related discipline as eligible qualification for this position.	As per ToR "Master's degree in Business Law or University Degree in Law "shall be preferred. However related discipline matching the other criteria's shall be considered.						

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7.	Terms of Reference Section 4: Personnel Concept- Reform Expert	Page 10	Qualifications of Expert 2: Reform Expert - Education/ training: Master's Degree in Urban Planning, Public Policy or related discipline	We request you to also consider Chartered Accountant/ Masters in Business Administration/ Economics/ Business Economics or equivalent qualification in related discipline as eligible qualification for this position.	Requirements as per the TOR will be followed
8.	Terms of Reference Section 4: Personnel Concept- GIS Expert	Page 11	Qualifications of Expert 3: GIS Expert - Education/ training: Master's Degree in Geomatics, Computer Science, Information Technology, Urban Planning or related field	We request you to also consider Post Graduation Diploma in Remote Sensing and GIS or related field as eligible qualification for this position.	Post-Graduate Diploma in Remote Sensing and GIS with relevant experience as mentioned in the ToR will be considered.
9.	Terms of Reference Section 4: Personnel Concept- Junior Expert	Page 11	Qualifications of Expert 4: Junior Expert (Municipal Finance Expert) - Education/training: Master's Degree in Urban Planning, Urban Management, Public Policy or related discipline - General professional experience: 5 years of professional experience in the field of municipal finance, taxation, revenue augmentation, process improvements etc.	Education/training: We request you to also consider Chartered Accountant/ Masters in Business Administration/ Economics/ Business Economics or equivalent qualification in related discipline as eligible qualification for this position. General professional experience: We request you to consider allowing minimum 3 years of experience for this position.	No Change. Requirements as per the TOR will be followed

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<p>10.</p>	<p>Terms of Reference Section 5: Costing requirements</p>	<p>Page 12</p>	<p>Assignment of personnel Team leader: On-site assignment for 60 expert days Expert 1 – Regulatory Expert : Assignment in country of assignment for 45 expert days Expert 2 – Reform Expert : Assignment in country of assignment for 90 expert days Expert 3 – GIS Expert : Assignment in country of assignment for 30 expert days Expert 4 – Junior Expert : Assignment in country of assignment for 180 expert day</p>	<p>We request you to allow Team Leader to be in the country of assignment for 60 expert days, as in case of experts.</p>	<p>Yes, team leader must be in the country of assignment for 60 days</p>
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Sl.	Reference Section in RFP	RFP page No.	Existing Clause	Query / Suggested Modification/Observations	Response to Queries
11.	Terms of Reference Section 5: Costing requirements	Page 12	Workshops, training: Support in organizing one day workshops / training in selected five locations based on Deliverables	We understand altogether 5 workshops/trainings need to be organized in Odisha and cost for organizing the workshops/ training sessions is to be borne by the Bidder and budgeted for in the financial proposal. Kindly clarify.	Yes the workshops/ trainings need to be organized by bidder, upon approval from or in consultation with GIZ and HUDD,GoO. GIZ will cover all the expenses against the logistics for the workshops, and consultant will act as knowledge partner and cover their own costs only.
12.	Terms of Reference Section 6: Inputs of GIZ or other actors	Page 13	GIZ and/or other actors are expected to make the following available: • Zero Workstations in the GIZ country office	Kindly clarify whether GIZ would provide office space or the cost of setting up the office is to be borne by the Bidder and budgeted for in the financial proposal.	Office space will be provided to Junior Expert in consultation with HUDD, GoO.
13.	Terms of Reference Section 7: Requirements on the format of the bid	Page 13	The complete bid shall not exceed 10 pages (excluding CVs)	We understand that the 10 pages limit is only for the Approach & Methodology and does not include other sections like Cover Letter, Prior experience of the Bidder etc. Kindly clarify.	10 Pages limit is for approach & Methodology only. Experience can be Annexed to the same.
14.	Terms of Reference Section 7: Requirements on the format of the bid	Page 13	The CVs of the personnel proposed in accordance with Chapter 4 of the ToRs must be submitted using the format specified in the terms and conditions for application. The CVs shall not exceed 4 pages. The CVs must clearly show the position and job the proposed person held in the reference project and for how long. The CVs can also be submitted in English.	We understand that there is a page limit of 4 pages for each CV. Kindly confirm.	Maximum 4 pages for each CV
15.	Bidding Conditions 1. Content of the technical offer	Page 1	Profile: Two page description of background, and competencies of the consultants for this	Please clarify whether there is any specific format (template) in which the profile have to be provided.	No specific format

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			assignment.		
16.	Bidding Conditions 1. Content of the technical offer	Page 1	Relevant Experience: This section should contain project credentials of the consultant.	Please clarify whether there is any specific format (template) in which the project credentials have to be provided. Kindly also clarify whether there is any page limit on credentials. We are assuming a page limit of one page per credential. Kindly confirm.	No specific format for project credentials, however it should highlight the assessment criteria and yes one page per project experience would be sufficient.

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17.	Bidding Conditions 8. Evaluation	Page 4	The eligibility of the bidders in terms of relevant experience/financial stability will be assessed. Refer Grid for assessing the eligibility of consulting firms. The bidders have to provide documentary proof to meet the required criteria. The documents can be sent alongwith technical proposal.	We request you to also consider accepting self-certification by authorized signatory of the firm for providing projects experience where documentary proof cannot be provided.	<p>The Bidding Conditions are as per standard procurement rules by GIZ. No changes shall be done.</p> <p>All credential attached should be certified by the firm.</p>
18.	Bidding Conditions 8. Evaluation	Page 4	The technical assessment of the proposals will be undertaken for the only bidders who qualify in eligibility grid	We note that eligibility of bidders will be assessed as per the Grid for assessing the eligibility of consulting firms. Kindly clarify the cut-off score for qualifying the eligibility criteria.	
19.	Bidding Conditions 8. Evaluation	Page 4	The financial proposal shall be evaluated, by the concerned commercial officer, only if the technical proposal has obtained minimum score of 500 points as set by the evaluation committee.	We note that the scoring of technical proposal will be done as per the weightages defined (in %) for the criteria in Technical Assessment Grid. Please clarify the scoring mechanism on points basis and the total score from which minimum 500 points have to be obtained.	
20.	Bidding Conditions 8. Evaluation	Page 4	The technical bid and price quotation are weighted at a ratio of 70:30 respectively.	We note that the weightages accorded to technical and financial proposals are 70:30 respectively. Given the nature of the work involved, we recommend that a weightage of 80:20 be adopted for the technical and financial proposals respectively in order for GIZ to attract high quality technical proposals. We request you to consider this recommendation favorably.	
21.	General Terms and Conditions for Contracts Clause 3: Rights of Use/ Documentation on Work Results	Page 1	3.1 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 work results, including studies, drafts, documentation, articles, information, files, illustrations,	We would request this clause to have a provision to ensure that the pre-existing IPR of the firm of consultants remain with the firm, irrespective of use for the current engagement. Further, we request for a clear bifurcation of all documents and property to identify the IPR.	

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			<p>drawings, calculations, materials and other documents ('work results') that are produced and/or procured in connection with the fulfilment of the contract. In particular, GIZ is entitled to reproduce, distribute and publish the work results in print and electronically via all known media, including newspapers, magazines, television, radio and the internet.</p>		<p>Standard Procurement rules as per the RFP is applicable.</p>
22.	<p>General Terms and Conditions for Contracts</p> <p>Clause 8: Termination</p>	Page 2	<p>8.3 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 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</p>	<p>We propose to amend the clause by deletion of last line and to be read as below:</p> <p>8.3 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 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.</p>	

			date of termination shall be treated as usable. The right of GIZ to claim damages remains unaffected.		
23.	General Terms and Conditions for Contracts Clause 15: Contractual Penalty	Page 3	15.2 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 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 request for deletion of this clause.	

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24.	General Terms and Conditions for Contracts Clause 16: Liability	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. Furthermore, it does not apply to loss of life, bodily injury or damage to health.	We request that the liability be limited to one time of the fees paid per year under this assignment. Further, we propose that the word 'intent' be deleted and 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 willful and consciously reckless disregard of agreed professional duty".	GTCC attached to tender package are non-negotiable and cannot be modified/changed.
25.	General Terms and Conditions for Contracts Clause 17: Applicable law/Place of jurisdiction	Page 3	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.	Since GIZ has presence in India through its country office, we request you to consider governing law and place of jurisdiction as India.	

SN	Reference	Description as per the ToR	Clarifications/ Suggestion	Replies
26	Page 5	Carry out three comparative studies for three Municipal Corporation (seemingly Bhubaneswar, as it is also the capital city of State), to determine how the provisions of law have been applied and what have been the results thereof	We request you to share the name of the three municipal corporations to be covered under this study. It would help us to factor the financial cost appropriately. Also, request you to please clarify that only tasks b) and d) mentioned on page 5 and 6 respectively are to be carried out for all the three select Municipal corporations, rest of the tasks will only focus on Bhubaneswar Municipal Corporation (BMC).	The study shall be carried out for three Corporations. However the final selection shall will be done with the consultation with Housing and Urban Development Department, Govt. of Odisha. The tasks shall be carried out for all selected ULBs.
27	Page 5	Compare Municipal Corporations in Odisha with other states and cities in India, which have successfully turned around their property tax administration, viz. Telangana (Geotagging of property in all the ULBs were carried out), Patna (where unit area valuation was started) or Mumbai	Please confirm that this task is restricted to the desk research only.	Yes, the task is restricted to desk research and in-depth analysis of methods and regulatory reforms those were instituted during implementation
28	Page 6	Provide comparative study from three cities globally, where property tax regime was overhauled and highlight the challenges faced & innovative solution devised, during the shift towards self-reliance.	Please confirm that this task is restricted to the desk research only.	

<p>29</p>	<p>Page 6</p>	<p>Provide assessment for strengthening the alternate revenue sources, such as tradable bonds, pooled financing, Tax Increment Financing, Land Value capture ...etc, for Municipal Corporation of Bhubaneswar.</p>	<p>As per this task, the consultant needs to carry out the overall assessment of the municipal finance of the ULBs with detailed financial models, however, the assignment is aimed to strengthen the property tax revenue sources along with institutional strengthening and regulatory framework for property tax. Hence, we would suggest you to omit this task from ToR as "tradable bonds, pooled financing, Tax Increment Financing, Land Value capture ...etc," requires detailed assessment of the municipal finance, which is not mentioned under any other tasks under scope of work.</p>	<p>The task shall be restricted to desk research with very broad recommendations based on the demand from partners if any. No detail assessment is expected under this contract.</p>
<p>30</p>	<p>Page 6</p>	<p>Milestones 1. Inception report - One Month from start of contract 2. Draft report & presentation - Three Months 3. Final report and presentation - Five Months 4. Roll out of action plan - Eight Months</p>	<p>The payment terms are missing in the ToR. We would suggest following payment terms. Kindly consider: 1. Inception report - 20 of total payment 2. Draft report & presentation - 40 of total payment 3. Final report and presentation - 20 of total payment 4. Roll out of action plan - 20 of total payment</p>	<p>The consultant can propose their payment schedule, However, accept or not to accept the payment schedule with the winning firm will be under sole discretion of GIZ.</p>

<p>31</p>	<p>Page 7</p>	<p>Roll out of action plan Factual justification prepared for the elected Council to pass the requisite resolutions, Support to the state officials for development of justification for any form of legislative approval or amendment in Municipal Corporation Act or other pervasive laws affecting the roll out of study. Frequently asked questions if any and resolutions, Support document to the legal advisors</p>	<p>We understand that the consultant's scope is to provide support to the BMC with required information to pass such resolutions. However, the ULB/ State would be solely responsible to pass the resolutions/act amendments etc. Please clarify.</p>	<p>The support is to Housing and Urban Development Department, Government of Odisha. The support for pilot implementation is to be first conducted for BMC. And Consultant must support in formulation of draft resolution and other regulatory amendments for enacting the requisite change in Municipal acts of Odisha. However, State/ULB would be solely responsible to pass the requisite resolution, acts and amendments...etc.</p>
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SN	Reference	Description as per the ToR	Clarifications/ Suggestion	
32	Page 12	Travel within Odisha, Delhi and cities in Tamil Nadu and Kerala based on request	We understand that the team members are required to travel to Odisha (study area) and Delhi only for the execution of this study. However, if GIZ envisages team members to travel to Tamil Nadu and Kerala as well, we request you to please share the activities envisioned against these trips and the number of such trips.	GIZ is working in the other two states of Tamil Nadu and Kerala and hence for cross learning it might be required (Maximum one trip per state). No detail activities are planned for the other states.
33	Page 12	Workshops, training The contractor implements the following workshops/study trips/training courses: 1. Introduction to "Integrated Property Tax" methods and ways to Assess and implement it, and 2. Strengthening of own source of Revenue through innovative Financing. E.g. Land Value tax, Municipal Bonds ..etc. Support in 16rganizing one day workshops / training	Request you to please share the number of the workshops to be conducted. Also request you to please clarify, which five locations need to be covered under these workshops. We understand that GIZ will cover all the expenses against the logistics for the workshops, and consultant will act as knowledge partner. Please clarify. As also mentioned under query number 4, as this study focuses on property tax reform, studying other revenue streams need additional exercise comprising of detailed municipal finance assessment. Hence, we understand that workshop no.2 should be excluded from the scope of work. Please clarify.	The aim of study is to develop an Integrated property tax reform. But in the initial phase, a comprehensive assessment of Municipal Finance across the 3 Municipal Corporation of Odisha needs to be studied. GIZ will cover all the expenses against the logistics for the workshops, and consultant will act as knowledge partner and will cover their costs.

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		in selected five locations based on deliverables		
34	Document	Evaluation	We request you consider presentation from the consultant to showcase their company's experience, experts experience and approach and methodology for the proposed project as part of technical evaluation. Request you to adjust the scoring to accommodate the presentation in the overall scoring matrix.	<p>Only Technically Qualified firms shall be called for the presentation.</p> <p>No change in the Assessment Grid.</p>