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Tender for “National Level Capacity Building and Training Initiatives in Urban Transport” for Integrated and Sustainable Urban Transport Systems for Smart Cities

S. No.	Clause Reference	Description	Query/Question	Reply from GIZ
1	General Terms and Conditions for Contracts (Page 1) 3: Rights of use/Documentation on work results	(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, sublicensable 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, 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.	It is our understanding that the pre-existing IPR of our company will still be with us, kindly confirm.	The context in GTCC stands without any change

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2	General Terms and Conditions for Contracts (Page 2) 8: Termination	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. The right of GIZ to claim damages remains unaffected.	It is our understanding that this clause talks about the payment GIZ will make to 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, we feel the last sentence is ambiguous, as it does not clearly specify the type of damages. Hence we suggest deletion of the same.	The damages will be purely based on grounds the contractor/ consultant is responsible, which GIZ will inform the agency accordingly.
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3	General Terms and Conditions for Contracts (Page 3) 15: Contractual penalty	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.	The referred clause relates to anti bribery and penalty, which is in purview of the Indian court of law, for which GIZ cannot decide the penalty. Hence we request deletion of the same	The Clauses mentioned in GTCC standard clauses and are accepted across the globe, modifications/ changes are acceptable
4	General Terms and Conditions for Contracts (Page 3) 16: Liability	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 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 willful and consciously reckless disregard of agreed professional duty”. Further, we request you to limit the liability to one time of the fees	The clause mentioned in GIZ GTCC stands.

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			paid per year under this assignment.	
5	<p>Terms of Reference (Page 4)</p> <p>2. Tasks to be performed by the contractor</p>	<p>Task 1: Training Need Assessment in Urban Transport</p> <p>iii) Identification of stakeholders in urban transport field and conduct consultation & group discussion to identify the training needs</p>	<p>It is requested to clarify the following points:</p> <p>What is the stakeholder group envisaged – Central Government Officers, State Government Officers, Public Transport Agency Officers, etc.”</p> <ul style="list-style-type: none"> • What is the seniority level envisaged for the consultations? • How many number of consultations meetings/ group discussions are envisaged? • Is travel envisaged as part of the task or consultations need to be conducted through 	<p>1) All relevant stakeholders who can provide inputs to the objective of the task irrespective of their seniority</p> <p>2) For entire assignment, a total 5 workshops/stakeholder consultations are estimated</p> <p>3) To the extent possible, one to one meetings with local stakeholders should be conducted. Telephones/ Emails/skype/video conferencing etc. could be used for communication purpose. Any outstation travel in this regard will be within the limitation of estimated travel.</p>

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			telephone/ questionnaire?	skype/	
6	Terms of Reference (Page 4) 2. Tasks to be performed by the contractor	Task 2: Organize Webinars Objective: To design an interactive set of webinars to impart online knowledge and engage the participants in a meaningful discussion over the course period.	It is our understanding that all the IT infrastructure (Hardware, Software, licenses, Broadband. Etc.), and facility required to deliver/ conduct the webinars shall be provided by GIZ. Please confirm.		Such costs shall be borne by the contractor and will be reimbursed by the SMART-SUT project against provision of invoices/bills. Contractor can mention such cost under the head of “others” as mentioned in the financial proposal format. (refer annexure (i) of the bidding conditions documents)
7	Terms of Reference (Page 5) 2. Tasks to be performed by the contractor	Task 3: Training & Capacity Building for Senior and Middle level Officials Objective: To conduct a training programme on a relevant urban transport topic derived as a result of TNA and with the consent of GIZ & MoHUA, for 20 senior & mid-level officials	<ul style="list-style-type: none"> It is our understanding that total 20 senior & mid-level officials will be identified from various Indian cities by soliciting nominations from the cities. Please confirm. 		1) Yes, the count refers to total number of officials. 2) Under given circumstances, any such decision would be taken through mutual discussion and agreement

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		dealing with urban transport in their respective cities	<ul style="list-style-type: none"> While best efforts are put in to solicit senior level participation for such training, our experience suggests that it is difficult to get requisite senior level participation (in spite of getting nominations) because of busy schedules. Hope such developments (if any) may be viewed in the right spirit. Please confirm. 	
8	Terms of Reference (Page 5) 2. Tasks to be performed by the contractor	Task 3: Training & Capacity Building for Senior and Middle level Officials ii) Concept & Structure of the program, e.g. b) Training workshops in India	Each training program spread over how many days are envisaged i.e. 1-day / 2-day or more?	Training program can be spread over few months including few days one to one interaction. The consultant is expected to propose the structure of training programs which includes how, when and where. Final decision regarding the same will be taken

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				through mutual consultation with SMART-SUT project, GIZ
9	Terms of Reference (Page 5) 2. Tasks to be performed by the contractor Task 3: Training & Capacity Building for Senior and Middle level Officials	ii) Concept & Structure of the program, e.g. c) International Study Tour	It is requested to clarify the envisaged activity to be undertaken as part of International Study Tour?	The objective of envisaged study tour is to conduct exposure visits to various best practice case studies/cities/projects/programs etc. abroad. The consultant is expected to propose the activities to be undertaken during proposed study tours. Final decision regarding the same will be taken through mutual consultation with SMART-SUT project, GIZ
10	Terms of Reference (Page 5) 2. Tasks to be performed by the contractor	Task 3: Training & Capacity Building for Senior and Middle level Officials iv) Preparation of training material, case studies, etc.	We understand that the training material is envisaged to be developed in form of a power point presentation only. Please confirm.	Not necessarily, training material could be anything depending upon type and method of training such as handouts, questionnaire, brochures, activity charts, tutorials etc.

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11	Terms of Reference (Page 6) 2. Tasks to be performed by the contractor	Task 5: Develop framework for Urban Transport Forum Objective: To develop a framework for establishing a national level urban transport association/forum, this will also help in collecting and analysing facts and figures to provide quantitative and qualitative information on key aspects of public transport and urban mobility.	We understand that only a framework and not documents like MOA/ AOA/ Work Manual/ Government Order/ Government Notification/ etc. are not envisaged to be developed as part of this task. Please confirm.	No legal document is required to be drafted.								
12	Terms of Reference (Page 7) 2. Tasks to be performed by the contractor Deliverable Milestone	<table><tr><th>S. No.</th><th>Deliverables</th><th>Main Content of the Deliverables</th><th>Time frame</th></tr><tr><td>3</td><td>Task 2 & 3</td><td>Framework for</td><td>M+3 months</td></tr></table>	S. No.	Deliverables	Main Content of the Deliverables	Time frame	3	Task 2 & 3	Framework for	M+3 months	Development of Training Material is one of the key outcome of the Project and it requires adequate time. Hence, one month i.e. M+4 shall not be adequate for development of all the training material. However, based on timeline for 'delivery of activities agreed under Task2&3', it appears that training delivery/ webinars shall be spread over 7 months (i.e. month 4 and month 10) and hence	It is spread over from month 4 to month 10 (i.e. 7 months)
S. No.	Deliverables	Main Content of the Deliverables	Time frame									
3	Task 2 & 3	Framework for	M+3 months									

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				conducting Task-2 & 3 Timelines for activities under task-2 & 3 agreed with GIZ and MoHUA		adequate time shall be available before each training/ webinar being conducted. Please confirm.	
		6		Delivery of activities agreed under Task 2&3	M+ 4 to 10 months		
13	Terms of Reference (Page 8) 4. Personnel Concept, Technical Experience	Tie-up with at-least 1 international training institute				Consulting firms operate independently and tie-up with firms/ institutes only on project basis; hence a pre-existing tie-up may not be there for most of the firms. Considering this, it is requested to remove such a criteria which is restrictive.	There shall be no change in the TOR in this regard.

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14	Terms of Reference (Page 8) 4. Personnel Concept, Technical Experience	At-least 1 research project in urban transport	<p>We understand that National / International consulting projects covering the following aspects shall be considered as Research Project. Please confirm.</p> <ul style="list-style-type: none"> • Review of existing literature, regulations, policies • Identification of the need, gaps, issues and challenges • Conduct research 	No such assignment will not be considered for evaluation. Entire assignment should be of research nature, not only some tasks.
15	Terms of Reference (Page 9) 4. Personnel Concept	<p>Expert 1 Transport Expert</p> <ul style="list-style-type: none"> - Education/training (2.2.1): University qualification (Post-graduation or Equivalent) in Transportation Planning/Transportation Engineering/Urban Planning/ or other relevant disciplines - Language (2.2.2): English 	Considering the overall scope of work it appears that an Urban Transport Expert with wider experience related to the study aspects will be more suitable for this position. Hence, we request following modifications to this position.	<p>The qualification criteria mentioned in the tender document shall remain same.</p> <p>The consulting firm can submit CVs of experts which it deems appropriate and relevant to assignment and which do not</p>

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		<p>General professional experience (2.2.3): 10 years overall experience in Transport Planning/Transportation Research/Bus Operation/Transport Policy/Traffic and Transportation Studies and Management/Capacity Building.</p> <p>- Specific professional experience (2.2.4): 5 years of experience in Bus based Transport System/Bus Technologies/Non-motorised Transportation/Intermediate Public Transport in India or abroad and should have worked in five Non-motorised Transportation Projects. Should have thorough understanding of the governing policies, processes of public transport authorities/institutions in the Indian context. Experience in Training Needs Assessment/Capacity building programs/Preparing training modules in India or abroad will be an added advantage</p>	<p>Expert 2 Urban Transport Expert</p> <ul style="list-style-type: none"> • Education/training: Post-graduation in Planning /Engineering / Management or equivalent • Language: English • General professional experience: 10 Years of Experience In Urban Transport • Specific professional experience: Experience in policy analysis, institutional study, market assessment, feasibility study, demand analysis, etc. and should have good communication and writing skills. 	<p>meet the eligibility criteria as mentioned in the tender document but the final decision in regard with rejection/ acceptance and evaluation of such cases/ CVs shall be the at sole discretion of GIZ evaluation committee.</p>
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16	Terms of Reference (Page 9) 4. Personnel Concept	Expert 2 Training & Capacity Building Expert Education/training (2.3.1): Graduate Degree in Transportation Planning/Transportation Engineering/Urban Planning/ or other relevant disciplines	The position requires a wider experience and expertise. Hence it is requested to relax the education qualification allowing all relevant graduation and post- graduation qualification	Please refer to clarification under Query 15
17	Terms of Reference (Page 9) 4. Personnel Concept	Expert 4 Junior Transport Planner Education/training (2.5.1): University qualification (Post-graduation or Equivalent) in Transportation Planning/Transportation Engineering/Urban Planning/ or other relevant disciplines	It is requested to relax the education qualification allowing all relevant graduation and post- graduation qualification.	Please refer to clarification under Query 15
18	Terms of Reference (Page 9) 4. Personnel Concept,	Expert 4 Junior Transport Planner General professional experience (2.5.3): 3 years of experience as a Urban Transport Planner/Engineer in mobility plans/urban transport projects	Years of professional experience as mentioned in the ToR will limit deployment of experts with strong relevant experience. Hence, we request following modifications to the clauses. General professional experience (2.5.3): 2 years of professional experience as a Urban Transport	Please refer to clarification under Query 15

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			Planner/Engineer in mobility plans/urban transport projects	
19	Terms of Reference (Page 10) 6. Costing requirement Assignment of Personnel	<ul style="list-style-type: none"> Team leader: Assignment in country of assignment for 60 expert days Expert 1: Assignment in country of assignment for 80 expert days Expert 2: Assignment in country of assignment for 50 expert days Expert 3: Assignment in country of assignment for 80 expert days Expert 4: Assignment in country of assignment for 100 expert days 	It is requested to consider the inputs for all experts (incl. Team Leader) as a mix of home and field inputs and not mandatorily on-site/ field inputs.	We request the bidders to follow the Terms of Reference while submitting the proposal.
20	Terms of Reference (Page 11) Travel	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. A tentative schedule of 12 domestic round trips and 2 international round trips along with 25 nights of	It is requested to clarify the following: <ul style="list-style-type: none"> Will the 12 domestic and 2 international round trips, along with 25 nights of accommodation envisaged by GIZ be reimbursed on actuals? 	1) Yes, all travel and accommodation related expenses would be reimbursed on actuals against provision of respective invoices. 2) Any decision on origination-destination of cities (both

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		<p>accommodation and 50 days of 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. • Accommodation will be arranged by contractor and shall be reimbursed by GIZ against provision of invoices 	<ul style="list-style-type: none"> • What are the origin-destination cities considered for 12 domestic and 2 international round trips envisaged by GIZ? • Will the trips beyond the envisaged number of 12 domestic and 2 international be reimbursed on actuals? • Will the travel and accommodation of other support staff (beyond the key experts stated in RFP) deployed for the project be reimbursed. 	<p>domestic and international) will be taken at a later stage during project through mutual consultation between winning agency and SMART-SUT project, GIZ</p> <p>3) The travel schedule given in the tender document is indicative. All the travel and accommodation reimbursements will be done as per projected reimbursable cost by the winning agency in the financial proposal on the basis of actuals. (Please also see clarification under query 38)</p>
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				4) No, mentioned reimbursements are only for experts as mentioned in the tender document.
21	Terms of Reference		While the section on Deliverables and Timelines covers details of delivery milestone, there is no section detailing the payment milestones. Hence, it is requested to provide payment milestones.	<p>The proposed payment schedule shall be as under:</p> <p>Advance payment: 40% of total contract value after signing of the Contract</p> <p>Interim payment against completion of deliverable 4: 30% of the contract value</p> <p>Final payment against completion of deliverable 7: 30% of total contract value after completion of project.</p> <p>However, the same can be discussed and mutually agreed with the winning agency</p>

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22	Pg 4, section 2, point iii,	<p>Task 1- Training Need assessment</p> <p>Identification of stakeholders in urban transport field and conduct consultation & group discussion to identify the training needs</p>	<ul style="list-style-type: none"> • What is the level of Stakeholders (Centre, state, city etc) to be considered? • What would be the category of officials to be considered for TNA? • What is the maximum no of stakeholders to be consulted and how many such group activities to be conducted? • How many workshops are required to be conducted for this task and where to be conducted? • What is the number of officials that would be participating in each workshop? 	<ol style="list-style-type: none"> 1) Please refer to clarification under Query 5 2) Please refer to clarification under Query 5 3) Please refer to clarification under Query 5 4) Please refer to clarification under Query 5 5) Number of participants cannot be pre-determined at this stage
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23	Pg 5, Section 2, point (f)	Task 2: Organise Webinars Prepare an interactive user interface as well as methodology to disseminate	<ul style="list-style-type: none"> • Preparation of an interactive user interface would incur additional cost though the same has not been included section 5 costing requirement. This additional cost needs to be incorporated under which head? • What is the number of participants for each webinar? 	<ol style="list-style-type: none"> 1) Please refer clarification under query number 6 2) Number of participants in webinars cannot be pre-determined.
24	Pg 5, section 2,	Task 3: Training & Capacity Building for Senior and Middle level Officials point ii (b), Training workshops in India	<ol style="list-style-type: none"> 1) Kindly clarify on the no. of such workshops to be conducted and if to be organised in various cities of the country. 2) Kindly confirm the number of days that is 	<ol style="list-style-type: none"> 1) Currently two such workshops are envisaged for task-3 but may change depending upon the training program suggested by the contractor. These

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			required for conducting each training	workshops are to be held in Delhi 2) Please refer to clarification under Query 8
25	Pg 5, section 2,	Task 3: Training & Capacity Building for Senior and Middle level Officials point ii (c), International study tour	3) What is the number of such study tour that is to be conducted by the contractor? 4) Kindly confirm the number of days that is required for conducting each training tour abroad. 5) Whether the Dearness Allowance to be payed to the officials will be as per	Please refer to clarification under Query 38

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			Govt of India or GIZ norms? 6) Whether the International component fees (flights, accommodation, boarding and lodging etc) should be included in the financial quote?	
26	Pg 5, section 2,	Task 3: Training & Capacity Building for Senior and Middle level Officials point iii, Identification of topic from TNA (task-1)	Does it include identification of only 1 topic from the TNA exercise or multiple topics needs to be considered in one workshop?	multiple topics for multiple officials as identified under task 1
27	Pg 5, section 2,	Task 3: Training & Capacity Building for Senior and Middle level Officials point v, Identification of trainers/mentors etc.	Is the expenditure towards the honorarium / per diem to be paid to the trainers/ mentors have to be borne by the contractor as the same has not mentioned in	Expenditure towards the honorarium / per diem to be paid to the trainers/ mentors will be borne by the GIZ and will not be part of financial proposal of contractor

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			section 5, pg 11 of costing requirements?	
28	Task 4: Conducting Applied Research on Identified Topic		<ul style="list-style-type: none"> Can the contractor associate with other agencies at a later stage depending on the topic chosen? Are there any international visits envisaged as part of the research? 	<p>1) Query's not clear since the research is to be conducted by the contractor only and cannot be outsourced.</p> <p>2) No such international visits are envisaged as part of the research</p>
29	Pg 6,section 2,	Task 4: Conducting Applied Research on Identified Topic point (v) Organize round table/workshop on research outcomes	<ul style="list-style-type: none"> What is the number of such workshops to be conducted? Where the workshops would be conducted? Delhi or outside? 	Total number of workshops of the assignment are 5
30	Task 5: Develop framework for Urban Transport Forum		<ul style="list-style-type: none"> Where will the forum be setup (GIZ, MoHUA or any other place)? 	Any such proposal will be part of the scope of the contractor. No portal is mentioned under the TOR.

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			<ul style="list-style-type: none"> Is a new portal envisaged to be developed? If portal needs to be developed, then is the cost for developing the portal to be included in the financials? 	
31	Task 6: Develop framework for setting up Mobility Start-up Platform		Where will the platform be created?	Platform means institution/body/cell/committee or any organized form.
32	Pg 11, section 5	Costing requirement ” workshops , training” states that a total of 4 such meetings/workshops/round tables are envisaged	As per the sub tasks envisaged for the six main tasks identified in the TOR workshops/meetings/roundtable is essential in task 1, 3, 4, 5 & 6. This would thus lead to 5 such workshops. Kindly clarify the number of workshops to be conducted.	Total 5 workshops are envisaged in the assignment.

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33	Pg 7, Table on milestone	Task 4	Task 4 can only start after task 1 completes i.e after 2 months, therefore 4 months is not enough. This needs to be increased to 10 months? Can this be extended?	Any change in deliverable timelines will be discussed and mutually agreed with the winning agency
34	General Query		Request for extension of submission date by 1 week i.e 2 Dec, 2019?	The bid submission date as stipulated in the tender document stands unchanged Should there be any change/ extension of deadline, the same would be updated on respective web portals
35	General Query		Please let us know if the subject tender is an open tender or only shortlisted bidders are eligible to participate. If it is an open tender, we respectfully request you to	The tender is open to all and is available on following web portals; www.tender247.com www.tendernew.com

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			assist us for downloading the subject tender.	
36	General Query		Kindly clarify whether it is National Competitive Bidding (NCB) or International Competitive Bidding (ICB).	It is National Competitive Bidding (NCB)
37	General Query		We respectfully request you to indicate the estimated consultancy fee for the subject consultancy assignment	Not Applicable
38	Additional Clarification in TOR		A tentative schedule of 12 domestic round trips and 2 international round trips along with 25 nights of accommodation and 50 days of per diem has been envisaged by the GIZ	Since the destination of international travel is not decided yet and will be decided during the course of the study (as per the scope of the contractor) , to avoid any ambiguity, cost of such international travel and boarding, lodging of the contractor will also be

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			reimbursed by the GIZ against the actual bills produced by the contractor. Accordingly, cost item i.e. reimbursable expenses towards international trips should not be quoted under the financial proposal
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