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Tender for State of the Urban Transport in Tamil Nadu for Integrated and Sustainable Urban Transport Systems for smart cities

S. No.	Clause Reference	Description	Query/Question	Reply from GIZ
1	Clause 1 of Bidding Conditions Content of the Technical Offer	Relevant Experience This section should contain project credentials of the consultant.	We would request the client to please confirm if there is any specific format for project credentials.	No separate technical format is available for project credentials. The agency can submit the technical offer based on the ToR on their own format.
2	Clause 4 of Bidding Conditions	Bid Submission All copies of the bid must be submitted by courier/post/hand in letter form.	Please clarify what does client mean by saying submission in Letter Form. Also please confirm the no. of copies that needs to be submitted for Technical & Financial Bid.	The proposal must be submitted in Hard Copy only. The bidder must submit atleast 1 hard copy of technical proposal and 1 hard copy of financial proposal in separate envelops . The electronic version of Technical Proposal ONLY, in the form of CD/Pendrive would be appreciable.
3	Clause 5 of Bidding Conditions	Address, formal requirements Deadline for submission of bids: 18th Sep 2019 by 17:30hrs	1. We would request the client to extend the bid submission date by 2 Weeks from the date of publishing the reply to the queries.	The bid submission date as stipulated in the tender document stands 18th September'2019, by 17:30hrs. Should there be any change/ extension of deadline before 18th Sept'2019, This would come up on respective web portals.

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4	Clause 8 of Bidding Conditions	<p>Evaluation The eligibility of the bidders in terms of relevant experience/financial stability will be assessed. The bidders have to provide documentary proof to meet the required criteria. The documents can be sent along with technical proposal.</p>	<p>We understand that Completion Certificate is required as documentary proof for the project credentials. Please specify other documentary proof that can be submitted to meet the required criteria. Also please confirm if these proofs have to be sent separately along with technical proposal or can be attached with Technical Bid.</p>	<p>The bidders need to submit the documentary evidence, so that the evidences/documents correspond to the criteria's, defined in The Grid for Assessing the Eligibility of Firms” The documents should be part of technical proposal.</p>
5	Clause 4 of TOR	<p>4. Personnel Concept Eligibility requirements of the firm Average annual turnover for the last three financial years: at least 1.000.000 EUR.</p>	<p>We understand that to show Average Annual Turnover, it should be supported by Audited Balance Sheets of last 3 Years. Kindly Confirm.</p>	<p>Yes, Please attach audited sheet of last 3 years</p>
6	Clause 4 of TOR	<p>4. Personnel Concept Technical Experience: - Min Experience of one project in preparing policies/strategic plans in Urban transport - Min two projects experience in preparing mobility plans</p>	<p>We would request the client to please confirm if there is any specific format for project credentials. Also please confirm if the bidder can show ongoing projects under Technical Experience</p>	<p>No separate technical format is available for project credentials. The agency can submit the technical offer based on the ToR in their own format. Only completed projects can be included as Technical experience</p>

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		<ul style="list-style-type: none"> - Min two projects experience in preparing the plans related to urban transport financing/funding for cities/states. - Min two projects experience in preparing public transport plans 		
7	Grid for assessing the Eligibility of Consulting Firm	<p>2. Regional Experience: Regional experience in Tamil Nadu or any other southern states in India</p>	<p>We understand that under Regional Experience, client expects from bidder any urban transport project in general which involves preparation of Mobility Plans, Public Transport Plans, DPRs, Detailed Design etc. Kindly Confirm. Also please confirm if the bidder can show ongoing projects under Regional Experience.</p>	<p>1.Yes. Any urban transport in general will suffice under regional experience. 2.Only completed projects can be included under Regional Experience</p>
8	Grid for assessing the Eligibility of Consulting Firm	<p>3. Experience of Development Projects (ODA Financed)</p>	<p>We would request the client to confirm if ODA Financed include projects funded by ADB, JICA, AFD, World Bank, EIB, KFW etc. If others, please specify.</p>	<p>Yes, ODA Financed include projects funded by mentioned agencies.</p>

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9	Clause 7 of TOR	<p>7. Requirements on the format of the bid The complete bid shall not exceed 10 pages (excluding CVs).</p>	<p>Please specify the Content of Technical Bid or provide us with the Checklist as flow of Technical Bid is not very clear after going through the Bidding Conditions and TOR. Also as per our understanding, Technical Bid should include:</p> <ol style="list-style-type: none"> 1. Covering Letter 2. Company Profile 3. Technical-Methodological Concept as per TOR 4. Eligibility Grid <ul style="list-style-type: none"> - Commercial Assessment – Legal Status, Declaration, Turnover, No. of Employees - Technical Assessment – Technical, Regional, ODA Experience (PDS and Documentary Proof) 5. CVs <p>Please confirm and also request you to remove the limit of 10 pages for complete bid.</p>	<p>The technical proposal should be in the lines as prescribed under the checklist. The limit for 10 pages is exclusively for following;</p> <ul style="list-style-type: none"> • Background/profile of agency • Technical-Methodological Concept as per TOR • CV's of experts working on the assignment
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10	Clause 7 of TOR	<p>7. Requirements on the format of the bid 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.</p>	We would request client to provide us with the format for CVs as the same is not specified in the general terms of contract.	Attached
11	Clause 2 of TOR	<p>2. Tasks to be performed by the Contractor The key outcome from this assignment is to provide inputs to the State/City Governments in Tamil Nadu to formulate comprehensive measures to strengthen urban transport in Tamil Nadu. The objectives are enumerated below:</p> <ul style="list-style-type: none"> • To assess the current status of urban transport in Tamil Nadu • Identify gaps in terms of capacity, quality, institutional strength, regulation and funding in the PT in Tamil Nadu 	The urban transport situation in Tamil Nadu shall be limited to the top 10 cities as mentioned in the document or it requires detailing at City level having Public Transport System. Kindly Clarify	The urban transport situation in Tamil Nadu shall be assessed as per task description given under task 1 (T1). The top 10 cities mentioned under clause 1 of TOR are only intended for providing background to the assignment in general.

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		<ul style="list-style-type: none"> • Identify issues, gaps and areas for improvement from the above analysis • To suggest specific improvement plans that address the above gaps by prioritizing the action areas and suggesting measures that could address the identified gaps 		
12	Clause 2 of TOR	<p>T2 – Conduct Workshop 1: State level workshop to validate findings of task T1</p> <p>The contractor is expected to present the findings of the state level assessment of urban transport to representatives of respective ministries/ institutions/ regulatory authorities involved in formulating such policies and programs at the state level to have the findings validated at a workshop. Representatives of the cities may also be invited to be part of this workshop.</p>	<p>The List of Representatives will be prepared in consultation with the officials of the SMART SUT Project. However, will it also include the representatives from MoHUA, considering the role MoHUA plays in forming & notifying the guidelines and policies. Kindly Confirm.</p>	<p>List of participants will be decided during the course of the study</p>

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13	Clause 2 of TOR	Part 2: City Level Assessment of Urban Transport in Tamil Nadu	In case of cities where limited information is available, and in absence of City mobility plans or if the same is older than 5 years, how the assessment can be carried out for that city, if selected. Kindly Clarify.	In such cases, where mentioned data sources are not available, the contractor is supposed to collect relevant data from local authorities such as municipal corporations, development authorities, transport authorities, concerned road departments etc.
14	Clause 4 of TOR	4. Personnel Concept Eligibility requirements of the firm Expert 2 Regulatory /Institutional Expert Qualifications of expert 2 - Education/training (2.3.1): Graduation in Law	1.Considering that the Project is on the Urban Transport, we propose the modification in the qualification criteria of institutional expert as follows; - Education/training (2.3.1): Graduation in Law/ Planning/ Civil Engineering 2. We request you to consider 'Graduation in Engineering/ Planning/ Management' also for Expert 2; with relevant experience in dealing with legal, institutional framework, funding, and contract management aspects in urban public transport to bring the best expertise for this Project. Please confirm.	The criteria's defined in the Tender documents including the qualification criteria's shall remain same; Consultants submitting the CVs which does not meet the criteria, but deem appropriate and relevant to assignment. The final decision to reject/ accept and evaluate such cases/ CVs shall be the sole discretion of GIZ evaluation committee.

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			<p>(Generally, in most of the Indian Projects the legal aspects, institutional framework, funding options etc. for urban public transport are being handled by an expert with 'Graduation in Engineering/ Planning/ Management').</p> <p>3. Since the experience required also includes aspects of institutional and governance, funding, operations and contract management, having only 'graduation in law' as educational qualification may be restrictive. We request to modify this criteria as follows.</p> <p>- Education/training (2.3.1): Graduation in Law or masters in public policy/ administration or urban planning or equivalent.</p>	
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15	Clause 4 of TOR	<p>4. Personnel concept – Technical Experience Min two projects experience in preparing the plans related to urban transport financing/ funding for cities/ states</p>	<p>We request you to consider the Project experiences in which ‘Urban transport financing/ funding for cities’ is a part or inclusive in the Project. Please confirm. For example, Project such as ‘Comprehensive Traffic and Transportation Studies for Cities’ include detailing of ‘urban transport financing/ funding options as well as institutional arrangement’ aspects. Therefore, we request you to consider such CTTS project experience as well in this category.</p>	<p>The project experience mentioned in the ToR will remain the same</p>
16	Clause 15.1 and 15.2 of GTCC	Contractual Penalty	<p>Kindly remove the penalty clause as data collection from public authorities is not entirely in the control of the consultant/ researcher. In our experience, there are unexpected delays in such processes and this is usually one of the major contributors to throw the entire project off timeline. A clause stating that the time taken by</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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			client in review, verification and approvals should be excluded from the timeline.	
17	Clause 15.2 and Clause 8.4 of GTCC	Contractual Penalty and Termination	Kindly delete the clause, looking at the nature of the work. The consultant works in close coordination with the client, and is expected to provide knowledge related services. Taking responsibility for the work using the best of consultant's knowledge is part of the overall project delivery. However, penalty is not justified, as liability for the same cannot be imposed for a third party.	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.
18	Clause 16 of GTCC	Liability	As all the tasks are going to be performed in close coordination/ jointly with the client, and the work will be reviewed and approved by the client, we request that the consultant liability should not exceed the contract value.	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.
19	Clause 8 of Bidding Conditions	QCBS Evaluation: Technical Score – 70% weightage Financial Score – 30% weightage	For this nature of projects, higher technical knowledge and competency are required. We therefore request you to give 80% weightage to technical and 20% weightage to financial to ensure a	The set ratio of 70:30 will be applicable, no change at this stage is permissible

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			technically competent bidder.	
20	Clause 2 of TOR T1.(i)	State Level Assessment of Urban Transport in Tamil Nadu. The contractor shall assess key cities of Tamil Nadu to form a broader picture for the state in Urban Transport in Tamil Nadu.	How many "Key Cities" are required to be assessed for the State Level Assessment and what are the parameters for identifying a city as "Key city"?	For the State Level Assessment, up to 10 key cities shall be identified (including 5 project cities). The parameters for identifying key cities will be proposed by the contractor
21	Clause 2 of TOR T1.(i)	The Analysis will be based on the Secondary information available.	If the availability of secondary data related to the parameters of key cities will be assured by the client. Clarification is requested.	Responsibility of secondary data collection lies with the contractor and not with the GIZ.
22	Clause 2 of TOR T2	The contractor will be responsible for organizing all the logistics of the workshop, including developing and sharing workshop material in both hard & soft formats.	It is understood that only the venue for both state and city level workshop would be provided by the Client. The cost of the logistics will be borne by Contractor and same shall be built in the financial offer.	All the expenditure towards organizing the workshop will be borne by GIZ under SMART-SUT project. There is no financial obligation to the contractor in this regard. Although the contractor is responsible for co-ordinating with all the participants, sending out invitations and follow ups, looking after on-site arrangements for the workshop etc. The contractor is also responsible for preparation of all the workshop

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				materials, the printing cost for the same will be borne by SMART-SUT project
23	Clause 2 of TOR T7	Compiling interventions in terms of policies, programs or projects or other measures in urban transport in other cities in India/abroad (includes preparing successful case studies and benchmarking)	Is there any mandatory number of Indian and foreign cities for case studies, that the contractor must adhere to ? Clarification is requested.	No
24	Clause 5 of TOR	Costing Requirements	Payment Schedule and terms are not clear. Clarification is requested.	The proposed payment schedule shall be as under: Advance payment: 40% of total contract value after signing of the Contract Interim payment against completion of deliverable 3(i) and 3(ii): 30% of the contract value Final payment against completion of deliverable 4(i) 4(ii) and 4(iii): 30% of total contract value after completion of project However, the same can be discussed and mutually agreed with the winning agency

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25	Clause 5 of TOR	Costing Requirements	It is understood that only the venue for both state and city level workshop would be provided by the Client. The cost of the logistics will be borne by Contractor and same shall be built in the financial offer. The same is not included in the costing requirements.	Please refer to clarification under Query 22.
26	Clause 1 of TOR Page no. 5	The situation in urban transport in Tamil Nadu calls for concerted action at highest level with solutions/measures for improving and strengthening urban transport. It is thus necessary to assess the state of urban transport sector in Tamil Nadu, identify lacunas/gaps and bring out comprehensive inputs for measures that can address these gaps. Such measures could be in the form of policy actions, interventions at the program or project level, or even action at the organizational level	We understand that the study will be done for the 5 identified cities in Tamil Nadu. Kindly clarify the geographic scope of the study.	The text quoted here is only intended to provide background for the assignment in general. Kindly refer to scope of work (Part 1,2 & 3) and detailed task descriptions for geographic scope of the study.

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27	Clause 2 of TOR T2 Page No. 7	The venue of the workshop shall be arranged and paid for by the SMART-SUT Project. The contractor will be responsible for organizing all the logistics of the workshop, including developing and sharing workshop material in both hard & soft formats.	We understand that printing cost shall be bear by the contractor. Kindly clarify if logistics include Tea/coffee/snacks/ audio etc.	Please refer to clarification under Query 22
28	Clause 2 of TOR Page No. 10 Deliverables and timelines	<p>4. Identifying priority areas for actions and suggesting corresponding measures</p> <p>Benchmarking Report</p> <ul style="list-style-type: none"> • Compiling and preparing case studies pertaining to interventions /measures as per Task 7. • Relevance to Tamil Nadu situation and learnings for carrying forward to next part 	Kindly clarify that the Benchmarking report will be done for the selected 5 cities.	Yes. The benchmarking report shall be prepared for 5 selected cities as per tasks described under T7.

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29	Clause 2 of TOR Page No. 11 Deliverables and timelines	Period of assignment Total time period= 8 months From 01 November 2019 until 31 July 2020 (9 months)	There is discrepancy in the total time period for the assignment. Request you to kindly clarify.	Period of assignment shall be 9 months (from Nov 2019 till July 2020)
30	Clause 4 of TOR Page No. 12	4. Personnel concept Average annual turnover for the last three financial years: at least 1.000.000 EUR.	Kindly specify the financial years. Also clarify whether it should be Financial year or Calendar Year.	Financial Years: 2016-17 2017-18 2018-19
		Average annual turnover for the last three financial years: at least 1.000.000 EUR.	Kindly provide the conversion rate.	Current conversion rate 1 Euro = INR 76
		Please provide 2 reference projects in the field of City level/State level Urban Mobility and Strategic Planning with a minimum commission value of 38.000 EUR.	Kindly provide the conversion rate.	Current conversion rate 1 Euro = INR 76

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31	Clause 4 of TOR Page No. 13	<p>Team Leader cum Transportation Specialist Qualifications of the team leader</p> <p>-Development Cooperation (DC) experience (2.1.7): 6 years of experience in DC projects</p>	Request you to kindly define/ explain what 'Development Cooperation' means.	Experience in DC projects refers to having experience of working with multi-lateral/bi-lateral agencies like World Bank, ADB, GIZ, KfW, JICA, AfDB and other such agencies
32	Clause 4 of TOR Page No. 13	<p>Expert -1 Finance Expert Qualifications of expert 1</p> <p>- Education/training (2.2.1): Master's degree in Management with Finance Specialization/ Chartered Accountant</p>	Kindly clarify if Diploma in Management with Finance can be considered for the qualification.	<p>The criteria's defined in the Tender documents including the qualification criteria's shall remain same;</p> <p>Consultants submitting the CVs which does not meet the criteria, but deem appropriate and relevant to assignment. 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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33	Annexure(i) of Bidding Conditions	Format Financial Proposal Form 2: Format for Staff Inputs And Fee Rates	The “Daily Fee Rate in INR” should be given in two columns i.e. Home and Field. Kindly clarify.	Yes, if the assignment demands.
34	Document of TOR, Page 12, Chapter 4	Technical Experience of Firm Four sub categories and weightages of Technical Experience are listed out to score the firms on technical competence as below: - Min Experience of one project in preparing policies/strategic plans in Urban transport (max marks 10, weightage 20) - Min two projects experience in preparing mobility plans (max marks 10, weightage 20) - Min two projects experience in preparing the plans related to urban transport financing/funding for	In view of study objectives and primary focus on public transport growth, three categories are suggested with weightages, as below - Min Experience of one project in preparing policies/strategic plans in Urban transport (max marks 10, weightage 20) - Min two projects experience in preparing mobility plans Or Public Transport plans (max marks 10, weightage 30) - Min two projects experience in preparing the plans related to urban transport	There will be no changes effected in the criteria’s mentioned under the Technical Experience

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		cities/states. (max marks 10, weightage 20) - Min two projects experience in preparing public transport plans (max marks 10, weightage 10)	financing/funding for cities/states. (max marks 10, weightage 20)	
35	Worksheet 'Assessing Eligibility of consulting firm	Row 24 - 1. Technical Experience Row 32 – 2. Regional Experience and Row 31 – 3. Experience of Development projects (ODA Financed)	Max of 10 marks are permissible for experience corresponding to each of project experience sub category. However, it is not clear how the marks would be allocated out of the maximum of 10 Please clarify the basis for marking out of 10. For example, most commonly used criteria is number of corresponding assignments.	Marks would be allocated based on required number of assignments as mentioned in the “Assessing Eligibility” worksheet . For ex: criteria under row 27 (Min two projects Experience in preparing mobility plans) - a consulting firm showing experience of less than 2 projects would be awarded 0 (zero) marks and 10 marks for 2 projects and more ()
36	Chapter 4 of TOR Page No. 13	2.1.6 – regional experience Qualifications of team leader requires at least one assignment in Tamil Nadu	1. It is suggested that Tamil Nadu or other southern states may be considered eligible for evaluating on parameter of regional experience	The contractor can propose such expert as team leader where the regional experience of such expert includes at least one assignment in

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			2. Specifying experience requirements in a particular state is very restrictive. We request the client to kindly relax this criteria and allow the bidders to showcase experience of any other states.	Tamil Nadu or any other southern states of India However, whether to consider or not consider such request during evaluation will be at discretion of GIZ.
37	Page 13, ToR doc	2.2.1 – Educational training of Expert 1 Finance Expert Master’s degree in Management with Finance Specialization/Chartered Accountant	It is suggested that educational training is modified to include Other Graduation / Post graduation degrees	Please refer to clarification under Query 32
38	Page 13, 14 and 15 of ToR doc	Tasks for Experts 1 to 5 are not available	Please clarify if the bidding consortium is free to allocate tasks and inputs to these experts on basis of proposed Technical methodology prepared for expected study outcomes	Yes, the contractor is free to allocate tasks as per proposed methodology.
39	Terms of reference – Page no. 12	4. Personnel concept Eligibility requirements of the firm - Please provide 2 reference projects in the field of City level/State level Urban Mobility and Strategic Planning with a	Kindly clarify whether all qualifying projects as desired under Technical Experience have to be in last three years or older project will also qualify.	No, projects mentioned under Technical Experience does not necessarily have to be in last 3 years. That criteria is only applicable to reference projects to be provided under Minimum Requirements (refer to Row 17-19)

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		<p>minimum commission value of 38.000 EUR.</p> <p>Technical Experience:</p> <ul style="list-style-type: none"> - Min Experience of one project in preparing policies/strategic plans in Urban transport - Min two projects experience in preparing mobility plans - Min two projects experience in preparing the plans related to urban transport financing/funding for cities/states. - Min two projects experience in preparing public transport plans 		
40	Terms of Reference		Kindly clarify, if the client shall facilitate in establishing contact with counterpart in Tamil Nadu and the shortlisted cities	Yes, SMART-SUT project will facilitate in establishing contact with partners.
41	Terms of reference (ToR) – Page no 10	3(i)	Please clarify if the suggestive timeline is D2+3 months or D1+3 Months.	The suggestive timeline is D1+3 months(D4), as mentioned in the ToR.

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	Deliverables and timelines	Draft Report on City Level Assessment of Urban Transport (Task 4)-Suggestive Timeline D1+3 months(D4)	We request the suggestive timeline for the cited deliverable be D2+3 months and accordingly the total duration of the project be 12 months, keeping all other deliverables as per timelines stated in ToR.	
42	Terms of reference (ToRs) – Page no 13	Qualifications of Team Leader 20 years of professional experience in Transport Planning/ Urban Transport Planning/ Transportation Research and operation/ transport policy/ traffic and transportation studies inclusive of route network planning, analysis and travel demand analysis	We request that professional experience of team leader be reduced to 15 years. The revised clause is placed for your consideration “15 years of professional experience in Transport Planning/ Urban Transport Planning/ Transportation Research and operation/ transport policy/ traffic and transportation studies inclusive of route network planning, analysis and travel demand analysis”	The professional experience of the team leader will remain the same
43	Terms of reference (ToRs) – Page no 12	4. Eligibility Requirements of the firm: Average annual turnover of the last three financial years: At least 1,000,000 EUR	Kindly clarify in case of Joint Venture (JV), are these conditions to be met individually by each member of JV.	The Lead Partner/Agency must meet the said criteria individually. And not by adding the turnover of other consortium parties.

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		The number of employees as at 31.12 of the previous year: Atleast 30 persons		
44	Terms of Reference Document Pg no. 7, Para 2	The venue of workshop shall be arranged and paid for by SMART - SUT project.....in both hard & soft formats	<p>1. We understand that during the state level assessment and city level assessment, workshops are to be conducted to obtain feedback from various PT bodies. As these workshops are being conducted prior to report submission, is there a limit to no. of workshops to be conducted?</p> <p>2. Please confirm that place of organizing the state level workshop, if this shall be held on state capital or national capital</p> <p>3. Please confirm that five cities level workshops shall be held in each of the cities or centralized at one location</p> <p>4. Please clarify in total how many workshops need to be organized Though the cost is borne by GIZ, however the bidder has to estimate the time cost for conducting such workshops</p>	<p>1. A total of 2 workshops are envisaged under this project. First workshop shall be conducted after completion of Deliverable 1,2 and 3 & the second workshop shall be conducted after completion of Deliverable 4..</p> <p>2. Venue of the workshop will be decided at a later stage in consultation with SMART-SUT project and partners.</p> <p>3. Please refer to the above reply under point no under query 44.</p> <p>4. & 5. Please refer to clarification under Query 22</p>

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			5. Also, please confirm if the costs for arranging such workshops is to be indicated as part of bid submission	
45	Pg no. 7, Para 5, T4 - Conduct city level assessment	Identify and select 5 cities of Tamil Nadu..... cities shall be selected in consultation with GIZ	<p>Please clarify if the intent for change in cities identified is to be conveyed during the Bidding stage?</p> <p>Also, please clarify whether the 5 cities are to be identified from the table give in page 4? and excluding Coimbatore as it is covered already as a pilot city.</p>	No, decision regarding selection of cities will be taken at later stage in consultation with the contractor, state partner and SMART-SUT project.
46	Pg no. 9, Para 4, T9 - comprehensive state and city level workshop to discuss identified intervention/ measures with state and city level stakeholders	The contractor shall plan.....and elicit their feedback	Query same as S.No. 45	Please refer to Clarification provided under query 45.

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47	Pg no. 10, S.No. 2(ii)	D2 + 1 month (D3)	Since workshop is being conducted with state and city level stakeholders jointly, availability of such stakeholders at the same time may be a challenge, thus, propose this timeline to be increased to D2 + 2 months as post the workshop, report preparation will also need certain no. of man hours. This is for your consideration	Please refer to Clarification provided under query 44.
48	Pg no. 11, S.No. 4(iii)	D7 + 1 month	Since workshop is being conducted with state and city level stakeholders jointly, availability of such stakeholders at the same time may be a challenge, thus, propose this timeline to be increased to D7 + 2 months as post the workshop, report preparation will also need certain no. of man hours. This is for your consideration	Please refer to Clarification provided under query 44
49	Pg no. 12, Project Management of the contractor	The bidder is required to describe its backstopping concept.....value of lessons learned on site	Please advise that if following are also to be considered into fee schedule: 1. logistics requirements for arranging workshops with city/ state level	1. Please refer to Clarification provided under query 22 2. The travel cost of project team shall be included in fee schedule.

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			representatives 2. the travel cost (airfare, lodging, etc.) of all personnel, even though the same will be on reimbursable basis from GIZ.	
50	Pg 15, S.No. 5 - Costing requirements	Assignment of personnel	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	No
51	General Query	Taxes & Duties	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	Any Statutory taxes/duties (e.g GST / VAT) shall be paid on the current prevailing rates.
52	General Query	Scope of Works	Since the study is primarily based on analysis using the available secondary data and focused interviews with state level and city authorities, please confirm that GIZ shall facilitate and provide all support in collection of secondary data and arranging	

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			meetings/ interviews with concerned authorities in a timely manner	
			Please confirm that the focus of the study is bus based public transport modes or also include rail-based mode or shall covers widely all non - private transport modes	The study includes all urban transport modes including bus, rail, IPT, private modes, taxis and aggregator, NMT etc.
			One of the study requirements is to study how the modal share is changing over a period of time. Please confirm that GIZ shall facilitate the data availability over the period of time.	The responsibility of collecting data lies completely with the contractor.
			Under the sub task of assessment of PT supply (rolling stock, network etc), please confirm that this is only limited to bus transport in case of Chennai or does this also include rail	It includes both.
			On Benchmarking of the cities against the other cities, what parameter shall be covered for benchmarking study as this is a task in itself	Contractor to suggest such benchmarking parameters

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			Please confirm that separate reports for each cities shall be prepared or each city should be covered under a section in the Cities Status Report	It shall be covered under single report.
			Under the Task T8, funding requirement of proposed measures to be covered, Does this mean that cost estimate of each proposed intervention needs to be calculated. This would need an additional expert specialized in costing	It will cover broad costing with relevant references.
			Under Task T9, single workshop is to be conducted or separate workshops for each city	Please refer to Clarification provided under query 44
			Please also clarify the number of Reports to be published at various stages (separate for each city or a comprehensive report for the full study)	It shall be covered under single report.
			The work is to be undertaken simultaneously for State Level and Six	The expert requirement will remain the same as mentioned in the ToR.

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			Cities Level. In addition, there are numerous workshops and reporting requirements. It is requested that GIZ to review the resource requirement as we feel one dedicated urban transport expert of required for each city, in addition an expert transport expert is required for state level	
			Considering such a wider scope that includes review of current status, gap identification, benchmarking, suggest suitable measures, funding requirements and capacity building. Further the same has to be delivered for state as a whole and six cities and in between conduction of workshops, the study duration looks very compressed. Please look into this	Period of assignment shall be 9 months (from Nov' 2019 till July' 2020)
53	General Query	Team Composition	Please clarify the team composition as international experts and national experts.	No international experts have been envisaged for the project. Number of Air travel trips can be discussed/negotiated with the winning

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			Given Air travel round trips to 5 sample cities seems inadequate.	agency but the same is not required at this stage.
54	Bidding Conditions S.NO. 2 - Consortium/ Joint Venture	Authorisation of Lead Member	In case of consortium, authorised signatories of other Consortium Members can authorise the Lead Member, with a authorisation letter on the respective consortium members letter head. Please confirm. Also, please confirm if an unregistered Joint-Venture can participate in the Bidding process.	In case of entering into an consortium. The agency must submit the following documents within technical proposal. (a) Name of Lead Partner (first party) (b) Name of the Firm with whom the consortium is formed (c) Letter from 2nd party accepting the terms of consortium (financial & technical)
55	Bidding Conditions S.No. 4 - Technical bid	The Technical proposal/ profile may also be presented in electronic format - on a CD duly labelled as such	Does this imply that, Technical proposal can be either submitted in hard copy of soft copy? Please confirm	The proposal must be submitted in Hard Copy only. The bidder must submit at least 1 hard copy of technical proposal and 1 hard copy of financial proposal in separate envelops . The electronic version of Technical Proposal ONLY, in the form of CD/Pen drive would be appreciable.
56	General Terms of Contract Pg 2, Clause 10	Remuneration and terms of payment	Pls advise on the timeline for release of payment on submission of invoice by the Contractor.	The payment shall be released within 15 calendar days after receipt of Invoice at GIZ

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				including all the supporting vouchers & deliverables. Should there be any query on Invoice/ supporting documents, the above timeline will be affected accordingly.
57	Pg 3, Clause 10.9	Bank Guarantee	<p>1. 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 Guarantee in Terms of Reference Document</p> <p>2. The place of jurisdiction for such bank guarantee (if any) shall be place of assignment where works are being undertaken. Please confirm</p> <p>3. 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</p>	<p>Nationalised bank are acceptable to GIZ.</p> <p>Jurisdiction for bank guarantee will be India</p>

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			(equivalent to the Project assignment timeline).	
58	Pg 3, Clause 17	Applicable Law/ Place of Jurisdiction	As works are being carried out in Tamil Nadu, India, the applicable law/ place of jurisdiction shall be India. This is for your consideration, please	Please refer to the General Terms of Conditions attached with the tender package
59	TOR page 12: Eligibility requirements of the firm	2 reference projects in the field of City level/State level Urban Mobility and Strategic Planning with a minimum commission value of 38.000 EUR	We request you to please reduce the minimum commission value to INR 5 lakh	Minimum commission value of the reference projects will remain the same
60	General Terms of Contract governing the delivery of works and services/ Section 1/ Clause 1.4 Confidentiality/ Pg.1	The use of such data and information for the Contractor's own purposes is not permitted. 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.	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 any regulatory, statutory or governmental authority.	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.
61	Terms of reference		We request the client to disclose the budget for the assignment.	Not Applicable

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62	General Terms of Contract governing the delivery of works and services/ Section 1/ Clause 1.9 Use of Personal Data by GIZ/ Pg.1	The Contractor shall observe the data protection regulations of the partner country when collecting, processing or using any personal data that may be required and essential for the completion of their contractual tasks.	Since GIZ is processing and storing such data, we request the Client to please modify the clause such that it ensures compliance with the applicable Data Protection Guidelines.	Data Protection and Intellectual Property rights will remain as specified in GTCC
63	General Terms of Contract governing the delivery of works and services/ Section 8/ Clause 8.1/ Pg.2	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.
64	General Terms of Contract governing the delivery of works and services/ Section 10 Remuneration and	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 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	We request the client to please remove this clause. Alternatively, please specify the amount with respect to the contract amount for which the BG will require to be furnished, along with maximum validity. Please provide a format for the BG which	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.

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	terms of payment/ Clause 10.9/ Pg.3	demand of GIZ and contain a declaration that the place of jurisdiction will be Frankfurt am Main, Federal Republic of Germany.	we can get our legal team to vet and confirm. Request you to please maintain the place of jurisdiction within India as this is an assignment to be undertaken within India.	
65	General Terms of Contract governing the delivery of works and services/ Section 17 Applicable law/ place of jurisdiction/ Pg.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.	We suggest the client to please suggest competent courts within jurisdiction of Mumbai or Delhi, India.	The General Terms of Contract attached with the tender package are non-negotiable and cannot be modified/ changed.
66	General Terms of Contract governing the delivery of works and services		We request the client to please add the below clause to the General Terms of Contract -	The winning company can share the additional clauses can be discussed with the winning agency.

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			<ul style="list-style-type: none"> • Anti-Bribery & Anti-Corruption: Each Party represents, warrants and undertakes that: <ul style="list-style-type: none"> a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector 	<p>However whether to accept/not accept the clauses will be entirely the discretion of GIZ</p>
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			<p>person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>b) Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-</p>	
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			<p>compliance with sub-clauses (a) and (b).</p> <p>d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</p> <ul style="list-style-type: none"> • Economic and Trade Sanctions: As of the date of this agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or officer of any of the foregoing 	
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			<p>entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these circumstances change, upon</p>	
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			<p>occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.</p> <ul style="list-style-type: none"> • Non-Exclusivity: The Client acknowledges that CRISIL or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis. 	
67	General Query		<p>Our understanding of the project suggests that reliance only on secondary data for gap assessment at the city level and for projections in different scenarios, may not be sufficient, especially where the data is considered old, incomplete or subject to errors. We feel that some amount of</p>	<p>As per the scope of the project, primary data collection is not anticipated.</p>

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			<p>primary survey for validation and/or scaling of secondary data will be required. This will require us to include additional staff cost/time and/or overheads in terms of external agencies hired. However, it is mentioned in the scope that primary data collection is not anticipated and also the format of financial bid does not include heads to account for these expenses. Kindly clarify if the same can be included in the technical and financial proposal. Also, please specify if any additional survey cost should be included as a part of the project fees or as reimbursable cost to be paid for as per actuals by GIZ</p>	
68	General Query		<p>We anticipate that interactions and data collections at the four cities will run in parallel (for all cities and at state level), given the project duration. This requires additional team members apart from those specified in the ToR (Experts 1 to 5). Can</p>	<p>The expert requirement will remain the same as mentioned in the ToR.</p>

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			the bidders include the cost of these additional team members as separate additional rows in the table, or is the financial bid expected as only man day cost of the specified (6 number) personnel and all other manpower cost including support staff cost is expected to be included under the man day cost of these six personnel?	
69	General Query		The team leader is supposed to ensure 80 man days at site. Please specify what does at site mean in this case. Is it the country of the project (i.e. India) or is it any city or location specifically in Tamil Nadu?	It refers to the country of the project (i.e. India)
70	General Query		Since the team leader is expected to commit nearly 50% of the his/her available man days to the project (80 man days over a period of 9 months), will it be permissible	No. The expert requirement will remain the same as mentioned in the ToR.

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			to split the man days between two team leaders, one local in Tamil Nadu and and one outside Tamil Nadu (for example in case of an expat)?	
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