

Minutes of the Pre-Bid Meeting for Providing Project Management Consultancy for Implementation of Capacity building and Training Programmes for the Urban Sector in Tamil Nadu' held on 19.04.2022 at 11.30 am in TNUIFSL, Chennai - 28.

Officials:

| S. N | Name | Designation | Organization |
|-------------|-----------------------|--------------------|---------------------|
| 1. | Mr. D. Selva Pandian | Vice President | TNUIFSL |
| 2. | Mr. U. Vijayaraghavan | Sr.Manager | TNUIFSL |
| 3. | Mr. M. Karthikeyan | TQC | TNUIFSL |

Consultants:

| S. N | Name | Designation | Organization |
|-------------|---------------------|--------------------|---------------------|
| 1. | Mr. M. Govindarasu | Urban Planner | Darashaw & Company |
| 2. | Mr. Shakthi Singh | Associate Director | Nangia Andersen LLP |
| 3. | Mr. Devanshu Ralhan | Senior Manager | Ernst & Young LLP |
| 4. | Ms. P. Pavatharani | Urban Planner | STEM |
| 5. | Ms. Sai Shruthi | Consultant | PWC |
| 6. | Mr. K. Balagopal | Associate Director | Deloitte |
| 7. | Mr. Parimal Joshi | Associate Director | CRISIL |
| 8. | Mr. L. Kannan | MIS Coordinator | Sutra Consulting |

At the outset, the objectives, scope of the assignment and outline of the tasks to be performed was explained in detail. These are the written queries received from the consultants and the replies are as follows:

| S.No | Clause Reference to RFP | Queries | Reply |
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| 1 | <p>Point 4.3 of Data sheet, Page 17 of the RFP</p> <p>Firm should have completed at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 0.50 crore (Euro 0.06 million) in last 10 years from bid submission date.</p> | <p>Project Management Consultancy assignments typically tend to cover multiple areas of services /technical support that an Agency extends to the client. Therefore, by limiting the title of assignment as Project Management Consultancy in Capacity Building and Training Programme would lead to restrictive bidding process. We request client to allow assignments which have technical support OR Implementation support for Capacity Development and Training for client as part of title of the assignment.</p> <p>We also request that the minimum contract value of Rs. 0.50 crore may be revised to Rs 0.30 Crores OR INR 30 Lakhs?</p> | <p>No Change. RFP conditions are confirmed.</p> <p>No Change. RFP conditions are confirmed.</p> |
| 2 | <p>Point 4.3 of Data sheet, Page 17 of the RFP</p> <p>Firm should have completed at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 0.50 crore (Euro 0.06 million) in last 10 years from bid submission date.</p> | <p>Please confirm if a firm has provided technical support for Capacity Building and Training Programme as part of General PMC assignment, would the same be counted as relevant assignment?</p> | <p>No. It won't be considered.</p> |

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| 3 | <p>Point 4.3 of Data sheet, Page 17 of the RFP</p> <p>Assignment along with client certificate will only be considered for Prequalification evaluation.</p> | <p>Please allow firms to submit documentary evidence for acceptance of Final Report OR clearance of Final Invoice payment as supporting documentation in addition to client certificate for evaluation of relevant assignments.</p> | <p>Yes. Will be accepted. The agreement copy and final invoice copy to be submitted as proof of payment along with a Chartered Accountant certification.</p> |
| 4 | <p>5.6. Client inputs and Counterpart Services and Facilities, Page 41</p> <p>The travel and other reimbursable expenses of the experts will not be reimbursed and should be factored in as part of the financial proposal.</p> | <p>For bidding parity, we request you to have the project Travel expenses OR declare the travel and other reimbursable expenses Noncompetitive in nature which would be reimbursed as per actuals. This is important as locations for regional level and national level Training are unknown at this stage.</p> | <p>Tentative Details as follows:</p> <p>4 International batches in 3 courses – PMC representative need not be present. However, will do all co-ordination, as required.</p> <p>One representative from PMC shall travel for about 12 batches outside Tamil Nadu State.</p> <p>About 99 batches will be held within Tamil Nadu at regional level and one representative has to be present in all 99 batches.</p> <p>About 20 batches will be held in Chennai and one representative to be present</p> <p>About 8 workshops will be held in Chennai and all representatives has to be present for the workshop.</p> <p>The payment will be paid to the</p> |

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| | | | firm as per the payment schedule and no bills needs to be submitted. |
| 5 | <p>5.3 Scope of Work, Page 38</p> <p>The proposed PMC will provide necessary handholding support to TNUIFSL for the effective implementation, monitoring, coordination and evaluation of capacity building activities for the participating entities in Tamil Nadu.</p> | <p>We understand that payments for Training imparted by Training agencies under this programme will be directly made by TNUIFSL to concerned Training vendor.</p> | <p>Yes. Based on the recommendation of the PMC firm certification and submission of Reports.</p> |
| 6 | <p>5.3. Scope of Work, Page 39</p> <p>Oversee participants attendance</p> | <p>Kindly confirm if a combination of photographic and attendance register supportings will suffice for monitoring purpose?</p> | <p>In addition, all other quality monitoring scopes should be adhered.</p> |
| 7 | <p>5.7. Deliverables: Page 41</p> <p>The monthly report shall contain Package wise, module wise and batch wise financial and physical progress of the Capacity Building and Training Program</p> | <p>While the PMC would support the client in bid process management and roll out of Training Programmes, it has limited control on how many Training Programmes are implemented in a month. In an event where external factors beyond the control of PMCs limit the Training programme, please confirm that payment to PMCs will not be affected?</p> | <p>It wont be affected as payment are made on quarterly basis, as per the payment schedule and not as per the number of programmes conducted.</p> |
| 8 | <p>5.8 Payment Terms, Page 42</p> <p>Client will not make any other payments to the PMC apart from the professional fees payable under the contract.</p> | <p>Please revisit the same as in 4C. Breakdown of Cost, there are provisions for C) Out of Pocket Expenses and D) Other Expenses</p> | <p>Payment will not be paid as per the breakdown of cost, the payment will be paid as per the payment schedule.</p> <p>This breakdown is to support your</p> |

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| | | | bid price and not for making payments. |
| 9 | <p>Clause Reference, 4.3 17 (Counted printed pages only) Eligibility / Pre-Qualification criteria</p> <p>i) Firm should have completed at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 0.50 crore (Euro 0.06 million) in last 10 years from bid submission date. (Necessary proof shall be submitted by the Firm as per Form 3A-A1).</p> | <p>Eligibility / Pre-Qualification criteria</p> <p>i) Firm should have completed/ ongoing at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 0.50 crore (Euro 0.06 million) in last 10 years from bid submission date. (Necessary proof shall be submitted by the Firm as per Form 3A-A1).</p> | No Change. RFP conditions are confirmed. |
| 10 | <p>4.3; Eligibility / Pre-Qualification criteria</p> <p>Firm should have completed at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 0.50 crore (Euro 0.06 million) in last 10 years from bid submission date. (Necessary proof shall be submitted by the Firm as per Form 3A-A1)</p> | <p>We request to amend this clause as:</p> <p>Firm should have ongoing/completed at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 1.00 crore in last 10 years from bid submission date. (Necessary proof shall be submitted by the Firm as per Form 3A-A1)</p> | Refer the reply given in S.No.9. |
| 11 | <p>4.3; Eligibility / Pre-Qualification criteria</p> <p>Average annual turnover of Minimum Rs.3.00 crore (Euro 0.35 million) for the last three years ending year 2020-21. The Firm must</p> | <p>We request to amend this clause as:</p> <p>Average annual turnover of Minimum Rs. 3.00 crore (Euro 0.35 million) for the last three years ending year 2020-21. The Firm</p> | No Change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2021 in the form of audited financial statements signed by Chartered Accountant for the last 3 (Three) Financial Years. (2018-19, 2019-20 & 2020-21) – As per Form 3A.-A2 | must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2022 in the form of audited financial statements signed by Chartered Accountant for the last 3 (Three) Financial Years. (2018-19, 2019-20 & 2020-21) – As per Form 3A.-A2 | |
| 12 | Additional Clause | <p>We request to add the clause as:</p> <p>Any entity / Parent/Subsidiary/affiliates company of Bidder should not have been blacklisted/ debarred/termination of contract except for reasons of convenience of client by any Government/ Government Board/ Corporation/Company/Statutory Body/PSU company/non-Government / Government of any sovereign countries / Private Agencies and Funding Agencies in last 10 years</p> | The procurement will be done as per the KfW guidelines. |
| 13 | Section 5, TOR S.No.5.1; Page 37 | <p>Background: It is indicated that ‘The proposed “Capacity Building and Training Program” (CBTP) is aimed at strengthening the Urban Governance in the areas of Project Development, Implementation, Operation & Maintenance, etc., as identified in the Training Gap Assessment Report’.</p> <p>We request to share the additional details of the Training Gap Assessment Report. It would help in better understanding of the</p> | The firms can access the Draft Capacity Building Plan Report with prior intimation to TNUIFSL. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | scope and quality preparation of our proposal. | |
| 14 | Section 3, TPSF 3E; Page 29 | <p>Team Composition: In addition to the Key Experts 04 Nos.’; it is required to have Support Staff for handling day-to-day project administration and documentation. The template for Support Staff is provided under Section 3E – Team Composition & Task Assignments.</p> <p>We request to specify the details of Support Staff; minimum 2 Nos. to provide the requisite support to Key Experts on project documentation and administration – Research Associate/ Project Manager.</p> | Only key staffs will be given only office space at TNUIFSL to work on daily basis, the necessary support staff as required by the firms can provide their support from the consultant office. Hence, the client won’t specify them in the RFP. |
| 15 | <p>Section 2, Data Sheet; S.No.4.2; Page 18-19, Evaluation:</p> <p>The method of selection is Quality and Cost Based Selection (QCBS) have 70% weightage to Technical Proposal and 30% to Financial Proposal.</p> | It is requested to consider for 80% weightage to Technical Proposal and 20% to Financial Proposal; for having better quality proposal. | <p>The 70:30 is as per KfW guidelines.</p> <p>No Change. RFP conditions are confirmed.</p> |
| 16 | Section 5, TOR S.No.5.8; Page 41-42 | <p>Payment Terms: It is indicated ‘The payment for PMC firm will be done by PDGF on quarterly basis’.</p> <p>As the PMC Team shall be full time based at</p> | No Change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | Client Office and are required to submit the Monthly Progress Reports at the end of each month; hence it is requested to allow for Monthly Invoices Payments. | |
| 17 | Section 5, TOR S.No.5.5; Page 40-41 | <p>Key Experts: MIS Database Expert – ‘A graduate in Engineering / Computer Science / Statistics or equivalent with minimum 5 years of experience...’</p> <p>It is requested to also allow for qualification of BCA (bachelor’s in computer applications); which s equivalent to graduate in computer science with minimum 5 years of experience for this position.</p> | A graduate in Engineering / Computer Science / Statistics or equivalent covers BCA. |
| 18 | Technical Form 3F; Page 30 | <p>CV for Key Professional Staff: Under Certification Signature of Staff Member is mentioned.</p> <p>In is requested to also allow for Digital Signature of Staff Member.</p> | No Change. RFP conditions are confirmed. |
| 19 | Section 2, Data Sheet S.No.3.5, Page 16 | <p>Proposal Submission Date:</p> <p>The Proposal Due Date given is 25-05-2022. But, in view of preparing a quality proposal and CVs/Experts Team requirement, and clarifications requested on RFP; it is requested that a minimum of 3 Weeks’ time</p> | Minimum three week time will be provided for submission of bids |

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| | | may be given from the date of issue of pre-bid meeting clarifications. | |
| 20 | Page 4 — Clause I .8 and Page 15 Clause 2.7 | <p>Clause 1.8 states the circumstances in which the work will not be awarded and Clause 2.7 ii) lists the Departments participating in the training proposed under this Project.</p> <p>We presume our existing projects (PMC / DPR) with a couple of departments mentioned in the list and our existing projects with TNUIFSL (PMC / DPR) will not be a constraint in providing our services in the present project. Please confirm.</p> | Yes. |
| 21 | Page 15 Clause 2.7 i) Please list out the association with any other companies (if any). The Declaration of Undertaking and other statements must be signed with legal effect by sufficiently authorized representatives of the bidder, and in the case of Joint bids by all parties. | <p>1 . Please clarify what is meant by "any other companies'</p> <p>2. Please provide the format for "Declaration of undertaking and other statements" as required.</p> | <p>It refers to the JV firm.</p> <p>General format for JV can be submitted.</p> |
| 22 | Page 36, 40. Breakdown of Cost | We believe this is a lump sum contract and no bills / vouchers for receipts are to be submitted along with our invoices for any of the expenses mentioned in the form. Kindly confirm. | Yes. |
| 23 | Page 38 Clause 5.3 - | Please clarify who is the "client" mentioned | Client is PDGF managed by |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | The consultant shall review the training plan prepared by the client and suggest necessary modifications if required, along with budget estimation. | here. TNUIFSL or the Departments mentioned in Clause 2.7 in page no. 15? | TNUIFSL. |
| 24 | <p>Page 39, Clause 5.3 - Consultant shall attend and oversee all the batches of Training Programs / workshops various locations</p> <p>Page 43 Enclose I to TOR The Capacity Building and Training Program will be conducted in 143 Total batches in 60 courses (including 8 Work Shops) 4 International batches in 3 courses 12 National batches in 5 courses 99 Regional batches in 36 courses 28 Chennai batches in 16 courses (including 8</p> <p>A representative of the PMC firm to visit all the 143 batches (excluding the 4 international batches during the capacity building program.</p> | Considering the total number of batches (143), total number of courses (60) spread all over India, and considering an average of 2 — 3 days for a workshop / course, with the total number of domain experts available (3 nos) in the Project, it seems it is not possible to attend all the batches of training and to attend other works listed in the scope of work. Please explain the ideology behind this to get ourself clarified. | <p>The programs are to be carried over period of 2 years with overlaps.</p> <p>Further, Four experts are indicated in RFP, one expert is only required to attend each of the batches and it is possible to attend all the batches.</p> |
| 25 | Page 39, Clause 5.3 - Assist TNUIFSL / GoTN on as required basis pertaining to this Project | We presume the services of the PMC is required for the entire project duration of 24 months and not on as required basis. Kindly confirm. | Yes. The four experts will be on full time basis and will be stationed at TNUIFSL. |
| 26 | <p>Section 5 Terms of reference</p> <p>A CBTP Plan was prepared with various</p> | We request the authority to share CBTP report with the bidders. This will be helpful in developing a focused Technical Proposal. | Refer reply given in S.No.13. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | <p>training courses for various target officials under the SMIF-TN program. The proposed “Capacity Building and Training Program” (CBTP) is aimed at strengthening the Urban Governance in the areas of Project Development, Implementation, Operation & Maintenance, etc., as identified in the Training Gap Assessment Report</p> | | |
| 27 | <p>Section 5, Clause 5.5: key experts, Education qualification and experience requirement</p> <p>1. Team Leader: A Postgraduate with minimum 10 years of experience in designing, implementing, monitoring capacity development programmes, imparting Training programmes, Exposure Visits, Workshops, Seminars etc. for the Officials.</p> <p>Experience in coordination with Training Institutes in preparation of course modules. At least 5 years of experience in externally aided / centrally sponsored PMCs / PMCs.</p> <p>2. Training coordinator- A post- graduate with minimum 5 years of experience in designing, implementing, monitoring capacity development programmes, imparting Training programmes, Exposure</p> | <p>Based on our experience a TL with min 7 years of work experience in urban development including capacity building is well suited to lead the activities noted in the TOR for two reasons:</p> <p>1) It increases the cost and</p> <p>2) retention of such experts is challenging</p> <p>We therefore request following modifications:</p> <p>Modification:</p> <ul style="list-style-type: none"> • Team leader should be a postgraduate with minimum 7 years of experience in urban development sector. He should also demonstrate minimum 3 years of experience of working in a PMU/PIU of a centrally/state sponsored program and training and capacity building activities • Training coordinator: should be a postgraduate with minimum 3 years of | <p>No Change. RFP conditions are confirmed.</p> <p>No Change. RFP conditions are confirmed.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | Visits, Workshops, Seminars etc. for the Officials. Experience in coordination with Training Institutes in preparation of course. | experience in urban development sector. He should also demonstrate minimum 1 year experience of working in a PMU/PIU of a centrally/state sponsored program. | |
| 28 | <p>Section 5, Clause 5.6 Client inputs and counterpart service facilities</p> <p>The travel and other reimbursable expenses of the experts will not be reimbursed and should be factored in as part of the financial proposal.</p> | <p>Enclosure 1 of the TOR says: representative of the PMC firm to visit all the 143 batches. We request the authority to:</p> <p>Confirm if these training programs will be conducted in Chennai or outside Chennai and or Confirm whether the authority envisages any visits (by the PMU staff) to ULBs and other stakeholders outside Chennai? If yes, request the authority to share the estimated number of trips so that there is a common ground to consider for all bidders</p> | Refer reply given in S.No.4 |
| 29 | <p>Section 5, clause 5.8 Payment Terms</p> <p>The payment for PMC firm will be done by PDGF on quarterly basis as per the agreed rates, after receipt of invoice and Monthly and Quarterly Report (to be submitted on or before 5th of every month and Quarterly Report along with the invoice).</p> | We understand that the Consultant will be required to staff the all the PMU experts on fulltime basis. To maintain a steady cashflow for the proposed team, we request the authority to consider the payment on Monthly basis | No change. RFP conditions are confirmed. |
| 30 | Information to Consultants, Cl 2.7 (i), pg 7 Data Sheet, Cl 2.7 (i), pg 15 | Due to large national missions such as AMRUT, SBM, and JJM, Capacity Building and Training in water and wastewater is a | No change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | <p>If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate.</p> | <p>very established industry. Multiple large organizations are providing these services in India.</p> <p>Joint Ventures remain problematic due to the risk of the two parties not functioning well together and carrying the risk of breaking apart midway through the project.</p> <p>The scope of this assignment is very well developed and does not require expertise in too many fields.</p> <p>By allowing JVs the RfP will let in many smaller companies who either do not have the expertise or do not have the credentials. These companies may do a JV only to qualify, however, will be carrying out the complete assignment. These JVs will be able to bid much lower than larger firms that do focused work in this area.</p> <p>We request Joint Ventures to not be allowed for this RFP.</p> | |
| 31 | <p>Information to Consultants, Cl 2.7 (iii), pg 7 Data Sheet, Cl 2.7 (iii), pg 15</p> <p>It is desirable that the majority of the key</p> | <p>We understand that the quality of key experts is critical for the success of this assignment since 60% of the technical evaluation is hinged upon the experts proposed. We have</p> | |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | <p>professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.</p> | <p>observed in multiple cases the consulting firm outsources the team of experts to 3rd party payroll or the payroll of affiliates or associate member firms or hires freelance consultants. This significantly affects the quality of work as a firm will have less control over the experts and will not be interested in upskilling such experts. Please confirm if this is allowed for this RFP.</p> <p>We request the client to modify the clause to: The selected consultant will have to mandatorily deploy all the key experts on the payroll of the bidding entity only. Please clarify if the bidders must submit any declaration to confirm that, if selected, all key experts would be fulltime staff of the bidding entity (legal entity) only and not of the affiliates or its associate member firms.</p> | <p>The existing clause is sufficient. RFP conditions are confirmed.</p> |
| 32 | <p>Information to Consultants, Cl 4.8, pg 11 Data Sheet, Cl 4.8, pg 19</p> <p>“... Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 70% for technical proposal and 30% for financial proposal.”</p> | <p>Since the performance of the program will depend on the quality of delivery, it is crucial to consider having more weightage for technical.</p> <p>In this regard, we request you to consider QCBS with 80:20 -Technical: Financial for the tender</p> | <p>Refer reply given in S.No.15.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| 33 | <p>Information to Consultants, Cl 5.4, pg 12</p> <p>“ ... The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment.”</p> | <p>Ensuring that the expert will be retained up-till until the negotiations stage is complicated and not in the control of the firm.</p> <p>Hence, we request to modify as – Needs to be replaced by an expert with similar experience and qualification in case of resignations etc.</p> | <p>No Change. RFP conditions are confirmed.</p> |
| 34 | <p>Data Sheet, Cl 4.3 (i), pg 17</p> <p>Firm should have completed at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 0.50 crore (Euro 0.06 million) in last 10 years from bid submission date. (Necessary proof shall be submitted by the Firm as per Form 3A-A1)</p> | <p>There are many large capacity Building and training programs being carried out in the country, through which many companies have gained strong credentials in just the last 5 years. By allowing companies to become eligible having experience 10 years old, many firms that are not consulting in this domain recently will also become eligible. Hence, we request you to reduce the time window from 10 years to 5 years.</p> | <p>No Change. RFP conditions are confirmed.</p> |
| 35 | <p>Data Sheet, Cl 4.3 (ii), pg 17</p> <p>Average annual turnover of Minimum Rs.3.00 crore (Euro 0.35 million) for the last three years ending year 2020-21. The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2021 in the form of audited financial statements signed by Chartered Accountant for the last 3 (Three)</p> | <p>Most companies in this sector including NGOs having strong experiences in CBTP have much higher turnover. This will allow small firms that may not have the technical proficiency or the financial strength to manage such a large assignment. Allowing eligibility for companies with such low turnover will result in focused consulting firms competing with these small firms and will get out-bid in the process.</p> | |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | Financial Y ears. (2018-19, 2019-20 & 2020-21) – As per Form 3A.-A2. | <p>Hence, to keep the competition fair and to allow only financial robust firms to compete, it is requested to raise the minimum Average annual turnover to INR 50Cr.</p> <p>Comparing purely turnover of different companies is also unfair. The bidder’s turnover may be from unrelated sectors/services like transportation, buildings, metro rails, financial services, etc. across the globe, which are not relevant to the current assignment and will give an unfair advantage to such bidders while giving a disadvantage to a specialized firm dealing in the CBTP in water and wastewater industry. We, therefore, request that these criteria be changed to eligible firms with a turnover of more than INR 50 Crores in Consulting assignments in India only.</p> | No Change. RFP conditions are confirmed. |
| 36 | <p>Data Sheet, Cl 4.4, pg 18</p> <p>(ii) Adequacy for the project (suitably to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc.)</p> | <p>Please clarify:</p> <p>“length of experience on fields similar to those required as per terms of reference”</p> <p>Whether this requirement will be fulfilled with experience in CBTP in Water, wastewater, and urban development services</p> | <p>Minimum experience years are already indicated.</p> <p>Yes.</p> |
| 37 | <p>Data Sheet, Cl 4.4, pg 18</p> <p>(iii) Their language and experience in the</p> | This requirement will make the search for an ideal expert very restrictive and may hamper | No Change. RFP conditions are confirmed. |

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| | Tamil Nadu | <p>good responses to the RFP.</p> <p>We request to change this requirement to 'experience in south India'</p> | |
| 38 | <p>3A. Pre- Qualification Proposal Submission Form, pg 21</p> <p>IV. Mention the model advised for execution if suggested</p> | Kindly share the details that are required for this point | The model here means CBTP project executed by firms eg. externally funded or state funded, GoI funded, etc |
| 39 | <p>3A. PreQualification Proposal Submission Form, pg 21</p> <p>V. Attach Client certificate for completion of project</p> | Often in Capacity building and training related consulting assignments, the client certified completion certificates are not issued, request please allow certification by signing authority or Work Orders for the completed projects or CA certificates on demand from the client for proof of completion. This is the same principle followed by NICS, World Bank, and many other government PMCs. Please confirm. | <p>Self-certified completion certificate will not be considered for evaluation.</p> <p>CA certificates are acceptable, provided proof of final payment with agreement copies to be submitted substantiating the CA certificate. The client, if required will verify the genuineness of the same with the concerned department.</p> |
| 40 | <p>3A.- A1. Eligible Project Experience of Bidder, pg 22 Value of Contract (fee) Amount in INR.</p> <p>Value of Project (Cost of the Project) Amount in INR.</p> | To enable us to prepare an accurate proposal, please clarify the difference between the Value of the Contract and the Value of the Project. | <p>Value of the contract is the consultancy fees.</p> <p>Value of the project is the cost of the Capacity Building program.</p> |
| 41 | Section 5 Terms of Reference, Cl 5.1, pg 37 | To enable us to provide the right experts and | The 11 sectors or thematic areas |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | <p>... The sub-projects under the loan assistance are used for implementation of Water Supply Schemes, Under Ground Sewerage Schemes, Eco Restoration of Water Bodies, development of Parks & Playgrounds, etc...</p> | <p>effective knowledge and support from the firm for this assignment, please clarify, whether the capacity building and training under this assignment will only be carried out in the domains of Water, Wastewater, and urban development only.</p> | <p>and will be implemented in 4 packages</p> <p>Package 1 1. Urban Water Management</p> <p>Package 2 2. Urban Sanitation Management</p> <p>Package 3 3.Finance 4.Project Management 5.Procurement 6.General Administration 7.Environment & Social Management</p> <p>Package 4 8. Urban Governance and Management 9. Urban Mobility and Safe Urban Roads 10. Urban Planning – Blue Green Infrastructure 11. Urban Data Management, Technical Software(s), and Application of ICT 12. Others, as required</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| 42 | Section 5 Terms of Reference, Cl 5.1, pg 37 ... as identified in the Training Gap Assessment Report | Request you to please share the Training Gap Assessment, it will greatly help us understand the context of this RFP better as well as help us prepare an accurate proposal in response to the RFP. | Reply given in S.No.13 |
| 43 | Section 5 Terms of Reference, Cl 5.3, pg 38 ... Verification of testing and evaluation methodologies. | We request to change to 'validating appropriateness of testing and evaluation methodologies. | Agreed. |
| 44 | Section 5 Terms of Reference, Cl 5.3, pg 38 5.3. Scope of Work | We understand that the deployed professionals may be required to conduct training as part of the Scope of Work. These training-related expenses apart from the remunerations for the deployed professionals should be a part of the reimbursable. Kindly provide further details to be accurately estimated | Not required. |
| 45 | Section 5 Terms of Reference, Cl 5.5, pg 40 Team Leader: A Post graduate with minimum 10 years of experience in designing, implementing, monitoring capacity development programmes, imparting Training programmes, Exposure Visits, Workshops, Seminars etc. for the Officials. Experience in coordination with Training Institutes in preparation of course modules | To effectively deliver the Capacity building and training requirement, some domain knowledge in the team (especially the team leader) will be required. Hence, we request that the Team Leader Position should also have expertise in the domains of Water, Wastewater, and urban development over and above the expertise in Capacity building and training programs. | If the expert has these experiences over and above the requirements, it is most welcome. However, the minimum requirements are indicated in RFP. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| 46. | <p>Section 5 Terms of Reference, Cl 5.6, pg 41 Client inputs and Counterpart Services and Facilities: Provide office space within the premises.</p> | <p>Please confirm office space will include all basic office amenities and infrastructure required other than Laptops, internet, printers, other stationeries, etc.</p> <p>Please confirm, if the team can be situated in the firm's office in Chennai instead of the client's office. The team will be available for any requirement in the client office or other locations as and when required.</p> | <p>Only Office space will be given. All other arrangements have to be made by the consultant. The workspace can be seen with prior intimation to TNUIFSL.</p> <p>No.</p> |
| 47. | <p>Section 5 Terms of Reference, Cl 5.6, pg 41 4C. Breakdown of Cost, pg 36 The travel and other reimbursable expenses of the experts will not be reimbursed and should be factored in as part of the financial proposal.</p> <p>Form 4C - Out of Pocket Expenses</p> | <p>Considering the team will have to travel for various training programs across the state and being able to accurately estimate this requirement is difficult, some firms may inadvertently underestimate the travel requirements and underquote this RFP.</p> <p>Hence, we request the client to arrange for the travel, stay, etc. in case the deployed key experts must travel outside of Chennai for any project-related activities.</p> <p>If not agreeable, please consider making out-of-pocket expenses as part of reimbursable expenses.</p> | <p>Refer the reply given in S.No.4 It is possible to estimate.</p> <p>No change. The consultant has to make his own arrangement based on the batches and program.</p> <p>No. Payment will be made as per payment terms.</p> |
| 48. | <p>Section 5 Terms of Reference, Cl 5.7 and cl 5.8, pg 41 General: Presence of Key experts in office of</p> | <p>Please clarify whether the team will be required to be present in the office of the client on all days.</p> <p>Also, we understand that each key expert will</p> | <p>Yes. On all working days of TNUIFSL.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | client | <p>have to work for 22 days in a month. This is the same principle followed by NICSI, World Bank, and many other government PMCs for time-based efforts.</p> <p>Please confirm.</p> | <p>Saturday and Sunday are holidays unless announced. However, if the consultant is required to co-ordinate, travel for any batches, they are required to work on Saturday and Sundays on as required basis and as instructed by the client.</p> |
| 49. | <p>Section 5 Terms of Reference, Cl 5.8, pg 42 Client will not make any other payments to the PMC apart from the professional fees payable under the contract.</p> | <p>Please confirm whether the remunerations for the support staff, Out of Pocket Expenses, and Other Expenses listed in the form 4C “Breakdown of Cost” will also be part of the payments.</p> | <p>Not as per the breakdown of cost but as per the payment schedule indicated in the RFP based on the total contact value.</p> |
| 50. | <p>Section 5 Terms of Reference, Cl 5.8, pg 42 In the case of Capacity Building program for all modules being completed or terminated within 24 months the payments will be given to the PMC only to that period. And rest of the period will not be considered for payment.</p> | <p>It should be appreciated that the consultants invest resources and finances for achieving the objectives of the assignment. If the program has to be abruptly closed it would mean the consultant could stand to face losses.</p> <p>We request in case of a premature program closure, the termination clause 4.4.4 and dispute resolution clause 8 be put in effect. The consultant should receive a notice of the program closure and the contract of the consultant should remain in effect for at least 3 months from the date of the notice.</p> | <p>Till the months worked, the consultant will receive the payments.</p> <p>Notice will be as per the RFP / KfW guidelines.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | The client must reimburse the Consultant for the resulting, unavoidable costs. | Refer the above reply. |
| 51. | Enclosure I to TOR, pg 43 Enclosure I to ToR–Tentative training programmes / workshop | To be able to provide a detailed understanding of the CBT programs and our approach and methodology for the same. please provide details of these courses mentioned under Enclosure 1. | Refer reply given in 41. The 52 courses can be seen in the Draft Capacity Building plan report on the day of pre-bid meeting. |
| 52. | Clause 1.6 Page 46 Insofar as a transfer of such rights according to (a) is not possible ⁶ , the Consultant shall irrevocably grant to the Employer unrestricted, transferable, licensable and exclusive rights of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creator of such transferrable rights waives its exercise of any such relevant rights. <i>6 such as copyright under German law</i> | We request you to please understand that the experts will be using their intellect for delivering this assignment. Transfer of IPR in such an assignment is improbable and the firm has to protect the intellectual property that we do own or control (e.g., general professional experience, tools, or third-party software). We specifically reserve our right to use the methodology or the Material underlying it for other engagements, However, we shall not use or disclose our client's confidential or pre-existing proprietary information. | No change. RFP conditions are confirmed. |
| 53. | Clause 1.7 Page 46 & 47 1.7.1 Without prejudice to any statutory obligations of disclosure imposed on it, the Consultant shall keep confidential all documents passed on to it by the Employer and if applicable by KfW, as well as all | Please, add this in Clause – Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or | No change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | <p>information exchanged and knowledge acquired concerning this Contract and its implementation, unless the Employer or KfW have authorised disclosure in writing or the information was already in the public domain before the Contract was signed.</p> | <p>on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for 1 year from the date of termination of this Agreement.</p> | |
| 54. | <p>Clause 4.3 Page 49 FORCE MAJ EURE In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. Force majeure means if any event whereby one party to the Contract is prevented to a considerable extent from performing the</p> | <p>It is recommended to add the below clause under Force Majeure to facilitate remote working: To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the</p> | <p>No change. RFP conditions are confirmed.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | <p>Services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and must not be accepted because of its frequency (“Force Majeure”). This also includes in particular orders by the Federal</p> | <p>health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications concerning the timelines, location, or manner of the delivery of Services.</p> <p>Where Consultant’s Personnel are required to be present at Client’s premises, Consultant will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with the provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with the provision of onsite Services, or (iii) a consultant’s resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p> | |
| 55. | <p>Clause 4.4 Page 50 4.4.4 The Employer, with the prior consent of</p> | <p>Please add the following termination</p> | <p>No change. RFP conditions are confirmed.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | KfW, may suspend or terminate this Contract after serving written notice of at least 30 days without stating reasons. In the case of suspension, the Employer shall reimburse the Consultant for the resulting, unavoidable costs. In the case of termination, the legal consequences of paragraph 4.4.2 shall apply accordingly. | <p>provision:</p> <p>Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if consultant reasonably determines that consultant can no longer provide the Services following applicable law or professional obligations.</p> | |
| 56. | Clause 7.1 Page 52 Insurance | We can only maintain professional indemnity insurance as required by applicable law and professional obligations in India. | All insurances indicated in the RFP has to be maintained till the validity of the contract. |
| 57. | Clause 5.3 Page 51 Auditing | We cannot accept the Auditing rights with the client and hence, we suggest that we can provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the Firm's premises. | No change. RFP conditions are confirmed. |
| 58. | Clause 8.1 Page 52 - Dispute and Arbitration Procedure | <p>Please add this in the clause-</p> <p>Any dispute arising out of or in connection with this Agreement shall be referred by written notice:</p> <p>a. first to the Service Manager of each Party who shall meet and endeavor to</p> | These are internal co-ordination mechanisms and can be followed |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | <p>resolve the dispute between them within five (5) Business Days of such notice; and failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of Consultant (together with the “Senior Service Managers”) who shall meet and endeavor to resolve the dispute between them within ten (10) Business Days of such notice (the “Senior Service Managers ’Meeting”). The joint written decision of those Senior Service Managers shall be binding on the Parties.</p> | <p>as required, Need not be explicitly brought out.</p> |
| 59 | <p>Clause 1.5 Page 46 - Assignment and Sub-Contracts 1.5.1:</p> <p>The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Employer, which shall not be provided without the consent of KfW.</p> | <p>It is understood that the consultant can propose Key experts on third party payrolls for part of the services (not whole of the services), while retaining the full responsibility for the services. Please confirm if this understanding is correct.</p> | <p>Yes.</p> |
| 60 | <p>Clause 1.5 Page 46 - Assignment and Sub-Contracts 1.5.2:</p> <p>If the Consultant intends to assign part of the contractual Services to others, it shall inform</p> | <p>Please clarify whether approval by client for such Key experts on third party payrolls is required before submission of proposal or after winning the contract for this</p> | <p>This applies for the selected firm after award of the contract.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | <p>the Employer and thereof at least 14 days before signing a corresponding sub-contract. If the Employer rejects such an assignment, the Consultant shall refrain from signing the respective sub-contract. In cases where the Services are sub-contracted, the Consultant's obligations to fulfil the Contract shall remain unaffected. The Consultant shall ensure that the sub-contractor fulfils all requirements of this contract, in particular also in relation to corruption avoidance and confidentiality.</p> | <p>engagement.</p> | |
| 61 | <p>Technical Proposal, clause 2.7. sub-point (i) and sub-point (iii)</p> <p>While preparing the Technical Proposal, consultants must give particular attention to the following:</p> <p>(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate.</p> <p>(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.</p> | <p>Please clarify if a firm can propose some of the key experts on third party payrolls at the time of submission of proposal.</p> | <p>Yes.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| 62 | <p>Technical Proposal, clause 2.7. sub-point (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the client's national language.</p> | <p>Please clarify, if all the key personnels deployed to the project need to have a working knowledge of client's national language.</p> | <p>No, but desirable.</p> |
| 63 | <p>Data Sheet, Instruction to the Consultants, clause 4.3, 4.4 Eligibility/ Pre-Qualification criteria</p> <p>Average annual turnover of Minimum Rs.3.00 crore (Euro 0.35 million) for the last three years ending year 2020-21. The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2021 in the form of audited financial statements signed by Chartered Accountant for the last 3 (Three) Financial Years. (2018-19, 2019-20 & 2020-21) – As per Form 3A.-A2.</p> | <p>It is requested that the average annual turnover lower limit may be increased in order to encourage bids from reputed firms. The current clause with minimum average turnover may discourage reputed firms with relevant experience in handling large scale projects.</p> | <p>No change. RFP conditions are confirmed.</p> |
| 64 | <p>Data Sheet, Instruction to the Consultants, clause 4.4 Evaluation criteria</p> | <p>The technical evaluation criteria may consider a graded marking to enhance the objectivity of evaluation criteria. It is also suggested to include relevant project experience of PMC in Capacity Building as</p> | <p>No change. RFP conditions are confirmed.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | one of the key qualification criteria. | |
| 65 | Data Sheet, Instruction to the Consultants, clause 2.7, sub-point (vii), Training will be conducted in the following language: English and Tamil | It is understood that the language of delivery of the training (including training content & material, etc.) is English & Tamil. Kindly clarify the expectations on the quality of training and measurement of performance for effectiveness of training programs and instructor performance. Please clarify what will be the number of training course modules that shall be conducted in each language i.e. English and Tamil. | 52 courses in total. ~ 10% of the courses maybe in Tamil. |
| 66 | Data Sheet, Instruction to the Consultants, clause 4.4, Key professionals, General Qualifications, sub-point (iii) General Qualification mentions: Their language and experience in the Tamil Nadu with 10 Points | Please clarify what is the bifurcation of scoring for proficiency in language and Tamil Nadu as locational experience for personnel. Whether experience of experts in states other than Tamil Nadu be considered. | 10 points (5 points for language and 5 points for experience in Tamil Nadu). |
| 67 | The RFP requires the Firm to Attach client certificate for completion of project along with other details such as Date of commencement, Date of completion, Client certificate attached (Yes/No) | This clause may be revised as: If the Consultant is unable to provide completion certificate from the client, the Consultant may provide a self-certification on the letterhead of the firm certifying the successful completion of the Project. | Please refer reply given in S.No.3 and 39. |
| 68 | Review of the training materials, such as course curriculum, training materials, pre-and | It is understood that the consultant team is expected to provide analysis and | Yes. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | post-test questionnaires, evaluation formats etc. Ensure that the training programs are developed according to approved methodology. Verification of testing and evaluation methodologies. | recommendations on the requisite scope of work, it shall be the client's responsibility to review the options, analysis and recommendations and take a decision on the same. Consultant is not expected to make any decisions on behalf of the client nor ratifying/advocating those made by the client. | |
| 69 | Pre Inspection of Training Centres wherever/as required basis, to ensure the quality of training provided and identification of bottle necks. | May please clarify the number of Training Centres for Pre-Inspection check to ensure the quality of training provided | Please refer reply given in S.No.4. |
| 70 | Consultant shall attend and oversee all the batches of Training Programs / workshops at various locations. | Kindly confirm the number of locations and the periodicity of oversight where the consultant is required to attend and oversee the batches of training programs/ workshops | Please refer reply given in S.No.4. |
| 71 | To foresee any issues and to advice the client accordingly. | May please clarify the type and nature of issues where the consultant advice shall be required. It is suggested that the client consultation and nature of work be limited to the scope of the assignment. | Any issues which will hamper the progress or implementation of the CBTP program. |
| 72 | Documentation and backup of course materials, other etc for all the programmes and workshops conducted. | Please clarify whether the responsibility of course materials (original/ backup) and other documentation related to training would be under the scope of work of the rollout consultant or training vendor. | It will be the responsibility of training vendor. The PMC firm will scrutinize and recommend them to the Client (TNUIFSL). |

| S.No | Clause Reference to RFP | Queries | Reply |
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| 73 | A representative of the PMC firm to visit all the 143 batches (excluding the 4 international batches) during the capacity building program. | Is it expected that the Deployment of PMC team members have to be concomitant to the execution of capacity building and training program at 143 locations? | Yes. |
| 74 | If key staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly, subject to agreement by the Employer, which may not withhold the same without an objective reason, by an individual with at least equivalent qualifications. | It is suggested that there should be at least 45 to 60 days time limit for replacement of resources. | 30 days is acceptable. |
| 75 | <p>5.2.1 The Employer shall pay the Consultant's remuneration to the account named in Annex 1 [Remuneration and Invoicing] according to the following schedule:</p> <p>a) The final payment shall be made against presentation of a corresponding invoice after the Services have been properly performed in full, only on acceptance of Final stage of the Report by the Employer and KfW. In the case of inadequate performance, the Employer is entitled, with prior consent of KfW, to a reasonable reduction of the final payment.</p> <p>5.2.2 Unless otherwise agreed, payments shall be made within a period of 60 calendar days after receipt of the invoice by the Employer.</p> | May please clarify what shall be the acceptance criteria, timelines, and acceptance process. | Payment will be made to the consultant on submission of the monthly and quarterly reports. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | 5.2.3 Optional services as per paragraph 4.1.2 will be settled in connection with the final invoice. | | |
| 76 | <p>Clause 5.3, Scope of Work</p> <p>Preparation of Pre-Selection notice, Request for Proposal documents as per KfW/GoTN requirements, to assist the client in bid process management till the successful identification of the rollout consultant under various packages. Identification and suggestion of suitable training agencies / institutions / sectoral experts for imparting various Capacity Building Programmes for the officials, staff of participating entities at various suitable locations.</p> | <ol style="list-style-type: none"> 1. Kindly confirm if there is a single rollout consultant envisaged to be onboarded or multiple. In case of multiple, please clarify the number of rollout consultants to be onboarded, etc. Since the scope includes bid process management, it should be limited to mapping the documents with the templates provided by the client. 2. We understand that that the correspondence or interaction with third parties on behalf of/representing the client shall be routed through the client and should be as per the directions and with the involvement of the client. Kindly confirm if our understanding is correct. <p>May kindly confirm, while the consultant shall provide analysis and recommendations, it shall be the client's responsibility to review the options, analysis and recommendations and take a decision on the same. The consultant shall not take any decisions on behalf of the client nor ratifying/ advocating</p> | <p>Rollout is envisaged in 4 packages.</p> <p>Yes.</p> <p>Yes.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | those made by the client. | |
| 77 | <p>Clause 5.3, Scope of Work</p> <p>Co-ordination with the firms identified for various packages on day today basis for successful implementation of the Training programs / Workshops.</p> <p>Follow-up (including meetings etc) with the heads / senior officials of participating entities for identifying and confirming the target participants for various Training program and Workshops</p> <p>Communication and coordination with the participating entities and training partners in deputation of the Officials / Staff to participate in the CBTP programmes. Also to coordinate with the rollout consultants in all logistics, boarding, lodging and others on as required and continuous basis.</p> <p>Coordinate with Government of India agencies and other state level training institutes for convergence of training programmes in terms of coverage or training levels (basic or advanced) for optimisation and avoid duplicity of training.</p> | <p>We understand that that the correspondence or interaction with third parties on behalf of/representing the client shall be routed through the client and should be as per the directions and with the involvement of the client. Kindly confirm if our understanding is correct.</p> <p>Kindly clarify that the consultant team is not required to ensure any kind of logistics support for the government officials as part of planning/ organizing such training etc. and the scope would be limited to the coordination of this training programmes.</p> | <p>Yes.</p> <p>Co-ordination is required and oversee the training firm logistical works.</p> |
| 78 | <p>Clause 5.3, Scope of Work</p> <p>PMC firm shall recommend for the payment to the firms carrying out capacity building and</p> | <p>We understand that there would be an objective assessment based on a pre-agreed/ quantifiable criterion, preferably system</p> | <p>Yes. Payment terms are indicated in the Training firms agreements.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | training program. | driven and independent assessment/ verification/ certification for calculation of payment would not be conducted. | |
| 79 | <p>Clause 5.7, Deliverables</p> <ul style="list-style-type: none"> i. The Consultant shall submit 5 copies of monthly progress report at the end of every month and 8 Quarterly reports for 24 months. In total, the consultant shall be required to submit 24 monthly progress reports during the duration of project and one overall completion Report after all the modules are completed. ii. The monthly report shall contain Package wise, module wise and batch wise financial and physical progress of the Capacity Building and Training Program. iii. There 52 courses and 8 workshops in the CBTP schedule. The PMC shall submit 7 copiers of course completion report for the 52 courses and 8 workshops. iv. In addition, Consultant will submit other reports/data/presentations/other outputs on as required basis from time to time for timely completion of the project. | Kindly clarify what shall be the acceptance criteria, timelines, and acceptance process. | 15 days is the acceptance timeline. |
| 80 | <p>GC 6.1.1 Contract, Limitation of Liability</p> <p>There are following exceptions to the</p> | Client is requested to delete exceptions to the limitation of liability. The exceptions render | No change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | limitation of liability - premeditation and gross negligence. | the limitation of liability ineffective and make the liability unlimited. Terms like "pre-meditation" and gross negligence are not defined under the Bidder's legal system, we request that these be replaced with "fraud" and "criminal misconduct" | |
| 81 | GC 1.7 Contract, Confidentiality Obligations | <p>Exceptions to confidential information are limited.</p> <p>Client is requested to allow all standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the applicable laws, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this</p> | No change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | <p>agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under any applicable Freedom of Press/Right to Information statutes</p> | |
| 82 | GC 1.7 Contract, Confidentiality Obligations | <p>Parties to whom information can be disclosed is not documented.</p> <p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p> | No change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| 83 | Confidentiality Obligations, additional clause requested | No right to retain a copy of confidential information to meet professional obligations. We request client to allow us to retain our working papers and a copy of confidential information for our professional records, any future reference or audit requirements, legal or regulatory purposes. subject to confidentiality obligations under this Agreement. | No change. RFP conditions are confirmed. |
| 84 | Confidentiality Obligations, additional clause requested | No right to disclose client name or project for citation / reference purposes. Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information. | No change. RFP conditions are confirmed. |
| 85 | GC 1.8, Contract, Corruption and Fraud Compliance with OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions | We understand that the bidder has to comply with the principles of the aforesaid convention in a sum and substance manner. Kindly confirm. | Yes. |
| 86 | GC 4.4 and 4.5, Contract, Termination | Termination without notice and rectification period. We request the client to provide us a reasonable notice and rectification period of | The notice will be given as per the period indicated in KfW Guidelines. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | 30 days. | |
| 87 | Pt. 1.7 - 1.10, pg. 4-5, and Annex 3 RFP and Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries“ and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries” Conflict of Interest | We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing. | No change. RFP conditions are confirmed. |
| 88 | GC 1.6, Contract, IPR | There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. Notwithstanding anything to the contrary in | No change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | <p>this agreement, Consultant will retain the ownership of its preexisting intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such preexisting IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p> | |
| 89 | GC 1.6, Contract, Documentation | <p>We request the client to limit this obligation to project specific records/documents which do not violate the bidder's organisational policies.</p> | <p>No change. RFP conditions are confirmed.</p> |
| 90 | GC 7.1.1 Contract, Insurance | <p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by</p> | <p>Separate insurances are not required. However, the copies of the same has to be provided to us.</p> |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | <p>law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p> | |
| 91 | GC 5.3 Contract, Audit | <p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Further, any third party (any party other than the client including but not limited to KfW) shall sign a NDA with the bidder in case such third party wishes to access any records/documents of PwC pursuant to an audit.</p> <p>Please acknowledge that our audit related obligations will be subject to foregoing statement.</p> | No change. RFP conditions are confirmed. |
| 92 | Additional clause requested | <p>There is no restriction on the usage of deliverable. No third party disclaimers. We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you,</p> | No change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | <p>in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p> | |
| 93 | Additional clause requested | <p>There is no acceptance criteria mentioned in the RFP.</p> <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time.</p> <p>You may consider including the below simple clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non</p> | No change. RFP conditions are confirmed. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | | acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted. | |
| 94 | GC 1.5 Sub-contract / Assignment If the Consultant intends to assign part or all of the contractual Services to others, it shall inform the Employer and KfW thereof at least 14 days before signing a corresponding subcontract. | We request the client to make the assignment clause mutual. | No change. RFP conditions are confirmed. |
| 95 | Additional clause requested | Restriction due to COVID 19. We request the consider to include appropriate language on the lines below (sample): "If there are any circumstances that reasonably restrict or affect the ability of PwC's personnel to travel or to be physical present at any specific office/location, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work from home or other remote location till the time such circumstances exist" | No change. RFP conditions are confirmed. |
| 96 | Form F-1, and Annex 3 Compliance with laws - Name of the country is | Since the bidder is an Indian entity and we will be providing services through Indian | Yes. |

| S.No | Clause Reference to RFP | Queries | Reply |
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| | not specified - We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country). | employees, we will convey to our employees that they should follow the applicable laws of India. Hence, we request the client to specify that the applicable country in paragraph 3 of the declaration is "India". | |
| 97 | Data sheet, clause 4.3 Firms who have the following qualifications may submit the proposal - i) Firm should have completed at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 0.50 crore (Euro 0.06 million) in last 10 years from bid submission date. (Necessary proof shall be submitted by the Firm as per Form 3A-A1) | The RFP asks for at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 0.50 crore. Such experience (training and capacity building) is usually clubbed with a larger program management scope for infrastructure projects such as PMU for Smart city project implementation, PMAY, JnNURM AMRUT etc. We therefore request the authority to consider assignments, where scope of capacity building and training programs is clubbed together with other PMC scope | Those projects will also be considered. |
| 98 | Data Sheet, clause 3.5 Proposals must be submitted no later than the following date and time: 23.05.2022 BEFORE 15:00 hrs | We request the authority to extend the date of submission by at least 3 weeks from the date of issue of clarification to allow sufficient time for the bidder to prepare a comprehensive proposal | Minimum 3 weeks will be provided. |