

F.A.Q**Terms of reference (ToRs) to design and create communication material to promote PM KUSUM**

S.No.	Clause in the ToR	Query	Response/Clarification
1	Section-2, Page No. 4 All the communication material will be in 4 languages (English, Hindi and two selected regional languages based on the requirement of MNRE)	Kindly confirm if the other two regional languages (other than Hindi and English) will be common across all the communication material or will it vary based on the type of communication material.	The other two regional languages (other than Hindi and English) will be common across all the communication material depending on the states selected.
2	Section-3, Page No. 4 Primary and secondary research. Travel related to primary data collection.	<ul style="list-style-type: none"> • Please clarify the type of primary research that is needed. Will GIZ/MNRE facilitate the primary research activities by connecting the bidder to the stakeholders? For secondary research, will GIZ be providing all the necessary documents and reports? • Please clarify whether there will be any travel associated with primary data collection. 	<ul style="list-style-type: none"> • For primary research, the bidder will identify and finalize the stakeholders in consultation with MNRE and GIZ. • For secondary research, the bidder will do the research and identify the relevant documents. • We expect the bidder to identify the strategy for primary research and budget the travel accordingly
3	Section-3, Page No. 6 The bidder will prepare audio clips for appropriate stakeholders based on the strategy identified. The audio clip can be prepared for Component B and C targeting farmers.	<ul style="list-style-type: none"> • Kindly confirm if the audio clips need to be prepared for farmers only. • We understand that 9 audio clips need to be prepared (in 4 different languages). Kindly confirm. 	<ul style="list-style-type: none"> • The bidder will prepare audio clips for appropriate stakeholders based on the strategy identified. • The bidder is expected to develop four audio clips, each not more than two mins in four different languages (English, Hindi, and two other regional languages). Sixteen audio clips of two mins each (32 mins- 16 x 2).

F.A.Q

Terms of reference (ToRs) to design and create communication material to promote PM KUSUM

S.No.	Clause in the ToR	Query	Response/Clarification
4	Section-3, Page No. 6 The bidder will prepare audio-visuals in the form of doodle videos explaining the strategy for implementation, as proposed in the scheme. The cumulative time of all the doodle videos shall be up to 60 Mins.	<ul style="list-style-type: none"> • We understand that cumulative time of 36 videos (9 videos x 4 languages) will be 60 mins, i.e. approximately 1.6 minute for each video. Kindly confirm if our understanding is correct. • Kindly confirm that Audio-visuals means doodle videos only • We understand that there are total 9 Audio-visuals which are to be prepared in 4 languages which makes a total of 36 audio-visuals. Kindly Confirm • We understand that all the videos (for all the languages) should add up to 60 mins (3600 seconds; i.e. 100 seconds for each video). Kindly Confirm • Just to be clear, it means that the total run time of 9 videos in 1 language = 60 minutes. Is this correct? 	<ul style="list-style-type: none"> • It is envisaged that there will be minimum three videos for three-components = Nine videos in four languages = minimum 36 videos. The cumulative time of all the videos (for all the languages) shall be up to 60 Mins (3,600 Seconds). The audio-visuals will be doodle videos. • The number and length of the individual audio-visual will vary depending on the content and target audience and will be decided in consultation with MNRE and GIZ along with other details.
5	Section-3, Page No. 6 We envisage that the audio-visuals will be a minimum of three videos for three component = Nine videos in four languages.	<ul style="list-style-type: none"> • A total of 9 videos (cumulative time of 60 minutes) entailing 3 components and in 4 languages are to be delivered; should the exact structure/breakup of audio-visuals be included in the proposal or will it be decided later during the project? • While the minimum number of audio-visuals has been mentioned (i.e. 9) there is no upper cap on the maximum number of audio-visuals to be developed. Kindly confirm if the financial bid needs to consider 9 videos (in 4 languages) or a greater number of videos, since the costing will vary based on the number of videos to be developed. 	<p>The number and length of the individual audio-visual will vary depending on the content and target audience and will be decided in consultation with MNRE and GIZ along with other details.</p>

F.A.Q

Terms of reference (ToRs) to design and create communication material to promote PM KUSUM

S.No.	Clause in the ToR	Query	Response/Clarification
6	Section-3, Page No. 6 The bidder will have to prepare the templates (print-ready soft copies) for the Standees, pamphlets, advertisements for billboards and other communication material which can be developed and printed.	<ul style="list-style-type: none"> • While in one place it is mentioned that templates need to be developed, in another place it is mentioned that print ready soft copies needs to be developed. Kindly clarify whether only templates need to be made or 'design-ready' copies. • We understand that the consultant will only prepare the template/content for standees, pamphlets and other communication material and will not be responsible for printing and delivery of the selected communication material. • There is no clarity on the maximum number of such designs that needs to be developed. Kindly clarify since the project costing will vary accordingly. • Kindly confirm if the design of the standees, pamphlets and advertisements etc. also needs to be translated into 4 languages 	<ul style="list-style-type: none"> • The bidder will have to prepare the final templates (design ready and print-ready soft copies) for the Standees, pamphlets, advertisements for billboards, and other communication material that can be developed and printed. The bidder will not be responsible for the printing and delivery of the selected communication material. • The bidder will provide the print-ready soft copies in 4 languages. The quantity will be decided in consultation with MNRE and GIZ.
7	Section-3, Page No. 6 After taking feedback, the bidder is expected to revise the communication material and finalize it in consultation with MNRE and GIZ.	During the course of development of the communication materials we will discuss the draft content of the materials with GIZ and MNRE on regular basis and receive comments on the contents before commencing work on development of audio clips and doodle videos. Hence, we understand that at the stage of testing, there will not be any major script related changes, since otherwise the animation and voiceover need to be re-done in entirety. Kindly clarify.	We envisage that at the stage of testing, there will not be any major script related changes. But the final decision from MNRE and GIZ will depend on the feedback received on the communication material.
8	Section-5, Page No. 7 Eligibility Criteria for Firm The bidder should have a minimum of 10 years of a track record for supporting the central government and state government in implementing a scheme/program, preferably in the development sector.	We request to kindly clarify if projects with PSUs and with donor agencies who support central and state governments can also be considered under this category	Relevant experience with PSUs and with donor agencies who support central and state governments can also be considered under this category.

F.A.Q**Terms of reference (ToRs) to design and create communication material to promote PM KUSUM**

S.No.	Clause in the ToR	Query	Response/Clarification
	In the case of a consortium, the lead agency should meet the stated criteria.		
9	Section-5, Page No. 8 The bidder should provide relevant documents to demonstrate the below-mentioned skill-sets.	Kindly clarify what kind of documents are expected in reference to the same.	The agency needs to provide the documentary evidence for against all the criteria's defined under this clause. For more clarity, please refer to the "bidding conditions" documents.
10	Section-6, Page No. 12 The bidder is required to calculate the travel by the specified experts and the experts it has proposed based on the places of performance and list the expenses separately by the daily allowance, accommodation expenses, flight costs, and other travel expenses.	We understand that site visits to 4 states might involve other support team members as well based on the project requirements. The bidder intends to provide details of such support team members in its technical bid. Kindly confirm if the travel costs for such support team members (other than named experts) would be borne by GIZ.	GIZ will only incur the cost of personnel who will be mentioned in the proposal under Personal concept. However, the bidder is expected to provide backstopping strategy with strong justification.
11	Section-6, Page No. 12 The bidder implements the following workshops/study trips/training courses: · Workshop to finalize the communication material with all the relevant stakeholders · Training for Discoms, and other identified stakeholders	<ul style="list-style-type: none"> • Kindly confirm the number of such training sessions and workshops to be organized under the assignment. • Kindly confirm the number of participants expected in each of the training sessions and workshops • Kindly confirm the duration of training sessions expected i.e. 1 day, 2 days etc. • Kindly confirm if MNRE and GIZ will be responsible for inviting the participants or is it covered under the scope of the bidder • Request you to kindly clarify the total number of workshop and training programs which need to be conducted for stakeholders. • Kindly clarify if the workshop and training program need to be delivered in New Delhi or some other states. 	<ul style="list-style-type: none"> • The bidder is expected to do the minimum 2 consultations for components A and C with discoms and direct beneficiaries with the communication material. • The number of participants, duration and location for the training/workshop will depend on the state identified, initial assessment and stakeholders identified. • The bidder will be responsible for inviting participants with support from GIZ and MNRE.

F.A.Q**Terms of reference (ToRs) to design and create communication material to promote PM KUSUM**

S.No.	Clause in the ToR	Query	Response/Clarification
12	Section-6, Page No. 12 The bidder implements the following workshops/study trips/training courses: · Workshop to finalize the communication material with all the relevant stakeholders	<ul style="list-style-type: none"> • Kindly confirm if the travel costs of participants attending the workshops/ trainings would be borne by GIZ • We understand that all expenses related to the workshop, trainings including venue, travel, and accommodation shall be borne by GIZ. 	GIZ would bear all the expenses related to the workshop, training including venue, travel, and accommodation travel cost of the participants attending the workshops/training.
13	Section-6, Page No. 13 · Training for Discoms, and other identified stakeholders	Please clarify if the expenses for conducting such workshops and training sessions needs to be considered in the bidder's financial bid or will be it borne by MNRE/ GIZ	GIZ would bear all the expenses related to the workshop, training including venue, travel, and accommodation travel cost of the participants attending the workshops/training.
14	Section-7, Page No. 13 The main bid document shall not exceed 15 pages back to back (excluding CVs and company profile). If one of the maximum page lengths is exceeded, the content appearing after the cut-off point will not be included in the assessment.	Kindly confirm if there is any separate page limit on the section on 'Company Profile'.	No separate page limit for Company Profile and other relevant documents.
15	Section-7, Page No. 13 The CVs of the personnel proposed under Section 5 of the ToRs must be submitted using the format specified in the terms and conditions for application.	The format of the CV has not been specified in any of the tender documents. Kindly clarify.	Format of the CV is attached

F.A.Q

Terms of reference (ToRs) to design and create communication material to promote PM KUSUM

General

1. What is the eligibility for participating in this tender?

Answer: The Organisation's eligibility and the team's eligibility are given in the "Section 5. Personnel concept"

2. We are a young company (13 months old), that does not have the required experience under this registered organisation's belt. However, if the team cumulatively has the required experience, do we still have a chance in competing for the bid?

Answer: The tender allows to for consortium. In the case of a consortium, the lead agency should meet the stated criteria.

3. Request you to kindly extend the deadline for submission of bids by one week.

Answer: As of now the deadline cannot be extended.

S.No	Document	Clause No.	Page No.	Details	Bidder's Queries	Response
1	General Terms and Condition for Contract	1.7	1	Code of conduct	We have our own code of conduct and shall abide by the same. In case the project is awarded to us, given Code of conduct will be accepted after risk clearances are obtained.	The General Terms and Conditions for Contract (GTCC) are integral part of tender package as well as will be attached with Contract.
2	General Terms and Condition for Contract	3	1	Rights of use/Documentation on work results	Kindly note that while we agree to the clause, the pre-existing Intellectual Property Right (IPR) of our organization will still be with us.	
3	General Terms and Condition for Contract	8	2	<u>Termination</u> 8.1 GIZ may terminate the contract at any time either wholly or in respect of individual parts of the works or services	Consultant is not allowed to terminate for non-payment of professional fees. We suggest below clause: "The Appraiser/Firm of Consultants may suspend or terminate the Contract, by not less than thirty (30) days in case GIZ does not make the payment to the Appraiser/Firm of Consultants."	All the clauses defined in GTCC are non-negotiable and cannot be modified.

F.A.Q

Terms of reference (ToRs) to design and create communication material to promote PM KUSUM

S.No	Document	Clause No.	Page No.	Details	Bidder's Queries	Response
4	General Terms and Condition for Contract	8.3	2	<p>Termination The work that has been executed but that GIZ cannot utilize shall be returned to the Contractor at the latter's expense. Insofar as the contract involves rendering services, the services rendered up to the date of termination shall be treated as usable.</p> <p><i>The right of GIZ to claim damages remains unaffected.</i></p>	We suggest to kindly delete the sentence " <i>The right of GIZ to claim damages remains unaffected</i> ".	<p>The General Terms and Conditions for Contract (GTCC) are integral part of tender package as well as will be attached with Contract.</p> <p>All the clauses defined in GTCC are non-negotiable and cannot be modified.</p>
5	General Terms and Condition for Contract	15.2	3	<p>Contractual penalty In each of the cases specified in section 8.4, the Contractor is obliged to pay GIZ a contractual penalty of EUR 25,000 for each commission; however, the penalty payable shall amount to at least the value of the benefit granted. Further rights of GIZ to claim damages shall remain unaffected. However, the contractual penalty shall be deducted from such claims for damages.</p>	We suggest to delete this clause as the penalty would be decided by the court.	

F.A.Q

Terms of reference (ToRs) to design and create communication material to promote PM KUSUM

S.No	Document	Clause No.	Page No.	Details	Bidder's Queries	Response
6	General Terms and Condition for Contract	16	3	<p><u>Liability</u> The contractual liability of the Contractor is limited to EUR 300,000. If the total contract value exceeds this figure, the Contractor's liability shall be limited to the total contract value. This limitation of liability does not apply in cases of intent or gross negligence on the part of the works/services already executed, to the extent that GIZ can make use of them</p>	<p>We propose that the term "gross negligence" be defined as follows. <i>For the purposes of this contract, "gross negligence" means the Consultant's conduct of so high a degree as to amount to a willful and consciously reckless disregard of agreed professional duty</i>". The total liability limit is very high and we request to kindly cap the liability limit to one time of the total contract value paid per year (instead of higher of EUR 300,000 or total contract value). We request not to provide any exclusions to the limitation of liability.</p>	<p>The General Terms and Conditions for Contract (GTCC) are integral part of tender package as well as will be attached with Contract.</p> <p>All the clauses defined in GTCC are non-negotiable and cannot be modified.</p>
7.	General Terms and Condition for Contract	17	3	<p><u>Applicable law/Place of jurisdiction</u> 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</p>	<p>Since the scope of work has to be delivered in India and GIZ has office in India, we propose to change the governing law and jurisdiction as India.</p>	