

Sl. No	Page No	RFPs Section / Clause / Reference	RFPs Existing Clause / Content of RFP requiring Clarification(s)	Clarification Request/Suggestions from bidders	Responses from CTD
1		1. Section 2: Information to Consultant, E - Data Sheet: 21.1, Page No. 21: Key Personnel' qualifications and experiences 2. Section 5: Terms of Reference (ToR), Page No. 56; Point No 12: Travel	1. Only CVs of these 3 key personnel (mentioned below) in the organization are required. Minimum 10% man-days of these 3 Key personnel will be required over and above 11 Key Experts. However, for the selection of all 11 required manpower (Key Expert) mentioned in TSUs Organogram, CTD will be part of interview them to finalize their selection for the post, once an organization got selected for the NTSU as suggested in the TOR). a) Key Personnel-K1: Public Health Expert 10 b) Key Personnel K-2: Management Expert 10 c) Key personnel K-3: Procurement Expert 10 The number of points to be assigned to each of the above positions shall be determined by the Evaluation Committee considering the experiences, technical capacity, and relevancy of the individual Key Expert to the project requirement. These 3 Key personnel should give 10% time to the project over and above Key Experts. 2. There may be an average of 10 to 15 days of travel for Key Personnel in a month from State headquarter to various Districts and Sub-district level facilities for technical assistance, monitoring, supervision, capacity building etc. The organization/firm/entity needs to manage travel of Staffs/consultants, accommodations, local commutation, and food. These costs should be part of financial bid.	1. As per our understanding and specified in the TOR, the consultant organization needs to provide three CVs of Key Personnel (K1, K2, K3) for the evaluation of the proposal only. Please clarify if the participating organizations are expected to provide details (brief profile / detailed CVs) of the 11 Key Experts during the proposal submission stage or not. 2. Please clarify the point " These 3 Key personnel should give 10% time to the project over and above Key Experts". As stated in point no: 12 in ToR "an average of 10 to 15 days of travel for Key Personnel in a month from State headquarter to various Districts and Sub-district level facilities for technical assistance is expected. 15 days of travel in a month ideally amounts to 50% of onsite time of Key Experts in the month and rest would be devoted for offsite support, please clarify on the 10% time over and above the key experts who are expected to be onsite for full time support. 3. As per our understanding the "3 Key Personnels" are additional human resources other than the "11 Key Experts". Please confirm. 4. As stated in the ToR CTD will finalize the key experts after interviewing them for the proposed positions. With regards to this we believe the process of the interview of the 11 Key Experts will be finalized after awarding the contract to the selected organization. Please clarify if our understanding matches CTD's expectations. This will help us in finalizing an efficient team of experts within the proposed project timelines. 5. Considering the required experiences and qualifications for the key experts including full time deployment at site, we request you to provide minimum one (1) weeks time before finalizing the dates of interview and also provide four (4) weeks time after the interview process to ensure timely deployment. Please clarify the expected time of interview and deployment of the Key Experts. 6. While the ToR details out the Key Qualifications , Experiences, Competencies & role expected from the Key Experts, but it does not specify the same for the Key Personnel. Request you to specify the said details and the scoring criteria with maximum/minimum marks for Key Personnel. This will help us determine the best suited experts for the profile.	1. Only CVs for three Key Personnels are required for the evaluation of the proposals. You need not to provide any details about 11 key experts at this stage. However, once you will get contract awarded then you need to start hiring process of these 11 key experts with the consultation of CTD/State TB Officers. 2. These " Key Personnel "will be read as " Key Experts", rest no change in clause. 3. Yes, absolutely right. 4. Yes, the key experts will be finalized mutually by CTD/STOs and awardee organizations. 5. It is already mentioned in RFPs that the selection process of key experts should be start with in 30 days of award contract and should be finalized with 60 days. 6. We expect quality key personnels should be provided by the organizations that why the experiences and qualifications has been kept open. You may provide key personnel having very much qualifications and experiences.
2		Information to Consultant 17.8 & 17.10 , Page No. 20: Section C. C. Submission, Opening and Evaluation	The Proposals must be submitted no later than: Date: 26th February, 2021 Time: 03:00 pm	Considering the well laid out scope of work and detailed activities at involved in every level, hence we request the authority to kindly grant extension of at least two (2) weeks for submission from the date of release of revised RFP/ corrigendum post pre-bid meeting.	Enough time has been provided, so there will be no extension in submission of proposals.
3		Section 5: Terms of Reference, Page No. 47; Details Qualifications & Experiences	Key Personnel: Capacity Building Expert Number: 1 Qualifications, Relevant Experiences and Competencies: Master's or higher degree in Public Health/ Health Statistics /Health Economics/ PGDHM(2 Yrs Full Time-AICTE approved) Population Statistics, or other relevant field from recognized university/Institute. (1) Minimum 5 years of national or state level experience in public health programmes/ projects, in handling program surveillance data, or operational research, or monitoring and evaluation, or equivalent.	As per our understanding required experience of Capacity Building Expert should mainly focus on designing and management of large scale training programs including strong understanding of monitoring and evaluation projects. However the expected experiences are mainly programme oriented. We request you to clarify if the said key qualification expects experience in managing public health programmes / projects only.	Yes, the expected experience is in managing public health programs/project. No Change required in the clause.
4		Section 5: Terms of Reference, Page No 56. Point No 16: Workshop/Meetings	The organization/Entity/Firm needs to conduct at least four meetings to review performance of PPSAs etc. and contracting mechanism along with State TB Cell /NTEP/CTD. These meetings may also include consultation or update or capacity building workshop.	We understand that the consultancy agencies will bear the expenses of the meetings and capacity building workshops and these expenses will be part of the financial proposal, Please clarify if our understanding matches CTD's expectations. Also please clarify the four (4) meetings are expected to be organized per year or in the total time period of project execution.	Yes, agencies will bear the expenses of the meetings /workshops and these expenses will be part of financial proposals under administrative cost budget Heading.
5		Section 2: Information to Consultant, page no. 14 ; point no12. Substitution of Key Personnel during extended period (12.1)	If any of the Key Personnel (whose CV is considered for scoring during technical evaluation) become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Personnel.	To consider fair evaluation of the Key qualification and experiences we propose evaluation of the CV of the Substituted personnel.	No Change in the clause.

6		1. Section 2: Information to Consultant, E - Data Sheet: 21.1, Page No. 21: Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals. 2. Section 3: Technical proposal standard forms, page no - 27, Description of Approach, Methodology and Work Plan	1. i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 15 (ii) Approach & Methodology (A&M): 20 (iii) Work Plan: 15 (iv) Strategy & Innovation: 10 (v) Value Addition: 10 2. A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. a) Technical Approach and Methodology (A&M) b) Work Plan c) Organization and Staffing d) Value Addition	1. As stated in the data sheet, evaluation and point system involves separate marking for 'Strategy & Innovation ' with 10 points. however the given template of technical format: 3 doesn't indicate any such criteria; please help us to understand how it will be evaluated. 2. We understand CTD expects experience of working in Public Health Sector at National Level / State Level in India specific to NTSU / STSU requirement; however the extensive and complex nature of scope of work indicates that consultancy agencies should have experience in other sectors of public healthcare delivery system at national / state level, please clarify that any health-related experience at national / state level would suffice or should it be specific to PMU/TSU for TB program	1. It will be evaluated by the committee, based on the quality of innovation proposed. 2. Any relevant experience / PMU/TSU in healthcare will be sufficient. However, experience in TB would be preferable.
7		Section 6 – Contract for Consultant's Services – Special Conditions of Contract, page no - 89, Appendix B - Key Personnel	Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Personnel) demonstrating the qualifications of Key Personnel.]	TECH 6 mentioned in this section is not present in Technical Proposal Standard Forms, please clarify if this can be read and understood as TECH 5	Yes, it can be read and understood as TECH 5
8		Section 5: Terms of Reference, Page No 47 55, Point no. 10. Details Qualifications & Experiences	Full Time Indicative Salary Range	Indicative salary range has been mentioned for each of the key experts. Please clarify does this have to be strictly adhered to. If in any case the remuneration exceeds the range, will it be reimbursed separately from the CTD.	Yes, the indicative salary range for each key experts should be followed. If remuneration of any any experts exceeds the range, agencies can pay the differential amount from their management/ administrative cost.
9		Section 5: Terms of Reference, Page No 56, Point no. 17. Terms of Payment to STSU	The payment to Consulting Organization for establishing STSU shall be on reimbursement model and no advance payment will be provided . The payment shall be released by the Client/Procuring Entity in 5 stages on quarterly basis, within 60 days submission of requisite documents, as under: a) 1st Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice along submission of list of all key Experts deployed under the assignment and progress report of 1st quarter. b) 2nd Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 2nd quarter. c) 3rd Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 3rd quarter. d) 4th Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 4th quarter. e) Balance Payment of 1st Year (Performance Linked Indicator): The balance 20% amount of yearly contract value payable to STSU shall be determined based evaluation of performance of STSU against Key Performance Indicators (KPIs) given in ToR for completion of 1st year.	Considering the huge cash flow requirement during the initial period, as the 1st Stage Payment (20% amount of yearly contract value) will be released almost in 5th month of the project, we request for an advance payment (at least 20% of amount of yearly contract value) to be made available to the preferred bidder, which may be adjusted by the Authority in two equal instalments against the 1st & 2nd stage of Payment.	No Change in the clause.
10	Page No 78	Section 6 – Contract for Consultant's Services – General Conditions of Contract, Page-78, Point no. 24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client , insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.	Kindly specify the term and conditions mentioned here related to insurance against the risk and which needs to be approved by the Client.	This is standard clause in term of procurement of goods. Since, TSUs comes under services, this clause may waive off.

11	21	E. 21.1	<p>ii) Approach & Methodology (A&M): [20]</p> <p>(iii) Work Plan: [15]</p> <p>(iv) Strategy & Innovation: [10]</p> <p>(v) Value Addition: [10]</p> <p>(Notes to Consultant: The Procuring Entity / Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; suggested innovative approach of achieving objectives; overall team composition is balanced and has an appropriate skills mix. Before commencement of evaluation of proposals.</p>	<p>1. Are there set criteria for evaluating A&M, Work-plan, strategy/innovation, and value addition?</p> <p>2. What team composition is being referred to here? As we understand the team structure, composition etc. is already pre-defined in the RFP</p> <p>3. For large states, are we allowed to include regional or divisional level staff within the team?</p>	<p>1. Since these will be evaluate qualitatively. The committee will decide to give marks on it.</p> <p>2. Yes, team composition is already define .However, CTD will be flexible to adopt any suitable innovation in which there might be any good idea about team composition.</p> <p>3. No, there is no requirement of any regioal staff within the team.</p>
12	21	E. 21.1	<p>Key Personnel' qualifications and experiences: [30]</p> <p>(Notes to Consultant: Only CVs of these 3 key personnel (mentioned below) in the organization are required. Minimum 10% man-days of these 3 Key personnel will be required over and above 11 Key Experts. However, for the selection of all 11 required manpower (Key Expert) mentioned in TSUs Organogram, CTD will be part of interview them to finalize their selection for the post, once an organization got selected for the NTSU as suggested in the TOR).</p> <p>a) Key personnel-K1: Public Health Expert 10 b) Key Personnel K-2: Management Expert 10 c) Key personnel K-3: Procurement Expert 10</p> <p>The number of points to be assigned to each of the above positions shall be determined by the Evaluation Committee considering the experiences, technical capacity, and relevancy of the individual Key Expert to the project requirement. These 3 Key personnel should give 10% time to the project over and above Key Experts</p>	<p>1. Are there set criteria for evaluating the experience, technical capacity, relevance of individual etc. for evaluation of each of the 3 experts. For e.g. for experience are there pre-defined slabs for determining the scoring?</p> <p>2. Will experience, technical capacity, relevance etc. be given equal weightage within the 10 marks</p> <p>3. is there a minimum qualification or experience for the 3 experts?</p> <p>4. Does the key personnel: procurement expert's role include supporting the government with procurement of commodities, equipment and government human resources or is it only related to procurement of agencies/institutions/associations related to private sector engagement?</p>	<p>1. Since these will be evaluated qualitatively. The committee will decide to give marks on it.</p> <p>2. Again, it will be decided by the committee to assignmarks to the experience, techncial capacity and relevance with in the bracket of 10 marks.</p> <p>3. No, there is no minimum qualification or experience is defined.However, it is expected that the Key pesonnels will be more experience and quified compare to the Key Experts.</p> <p>4. The role of key personnel procurement will be to guide and help TSUs collegues to complete procurement /Contracting of different services for State TB Cell at State level and to help NTSU team at National Level.</p>
13	27	FORM TECH-3	<p>Technical Approach and Methodology. (Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.)</p> <p>b) Work Plan. (Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.</p>	<p>Is there any word/page limit for the A&M and/or work-plan?</p>	<p>No, there is no limit of words or page for A&M and/or Work Plan. However, it is expected to be good ,relevant , precise and self explanatory.</p>
14	27	FORM TECH-3	<p>c) Organization and Staffing. (Please describe the structure and composition of your team, including the list of the Key Personnel.</p>	<p>1. Is this only for the 3 experts whose CVs are being evaluated? As we understand the rest of the team structure and composition is already defined in the RFP</p> <p>2. Does this section refer to the overall organisational structure and staffing and the role of key personnel within the organisation?</p>	<p>1. Yes, CVs of 3 key personnels only.</p> <p>2. Yes, you are right.</p>
15	34	FORM FIN-3 BREAKDOWN OF REMUNERATION		<p>Can we include remuneration for the 3 experts as well?</p>	<p>No, that will be part of bidders administrative /management cost.</p>

16	35	FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES		Are the bidders allowed to add management/administrative costs? If yes, is there an upper limit to the same? Is this a fixed proportion of the budget? Larger states may require expanded teams for divisional/regional distribution and to reduce overall travel costs. Can we propose additional personnel or is it expected that the proposed 11 team members be distributed across the state? Is there a ceiling on the total budget that can be proposed for larger versus smaller states?	Yes, bidders are suppose to add management /administrative costs. No, there is no provision for regional team. There is no ceiling on the budget since agencies will be selected through QCBS. However, if any organization bids relatively high price then the chances are very much evident that organization will be out due to quoting high price.
17	45	Key responsibilities of STSU	e) Facilitate support via innovative financing for implementation/ technical support etc. that is made available to the State from any donor or philanthropic institutions	Is it possible to provide a few examples of this kind of innovative financing for implementation/technical support? Will implementation by TSU be construed as 'conflict of interest'?	Please refer clauses of Conflict of Interests under GFR 2017
18	58	Assuming performance scoring on a 100% scale	*Out of Pocket expenditure for outstation travel would be reimbursed by CTD on actual, subject to a capping of 15% of the yearly fee	Please clarify what expenses are included under Out of Pocket expenditure for outstation travel. The cap on this is 15% of yearly fee. Does this refer to the fee of the key personnel or the fee of each of the 11 TSU staff or total project fee?	This refer travel and per diem costs should not be exceeded from 15% of total yearly Contract Value in case of STSU
19	58	Assuming performance scoring on a 100% scale	Any outstation travel must be approved by State TB Cell and informed to the CTD.	Please clarify outstation travel must be approved by State TB Cell and informed to the CTD. Does outstation travel imply travel outside the state headquarter or travel out of state? The TSU team member will be expected to travel to other districts in the state. Similarly the key personnel may travel from outside the state. Please clarify whose outstation travel needs to be approved. How frequently should details of travel be informed to CTD?	Outstation travel must be approved by State TB Cell and informed to CTD is applicable on Key Experts (STSU team members). Outstation means, traveling to districts from State HQ. Whenever, STSU team will travel to the districts, approval needs to be taken from STO and same CTD official should be kept in copied all the time.
20	Page No 21	Section E Data Sheet, ITC Para 21.1	Only CVs of these 3 key personnel (mentioned below) in the organization are required.	a. Please mention the evaluation criteria (qualification and experience) for the three key personnel.	The marks assign to each Key personnel is 10. The committee will evaluate based on relevant qualifications and experiences.
			a. Key personnel-K1: Public Health Expert	b. Can we propose same personnel for multiple states as the time required is only 10%?	Yes, ofcourse. You can propose all the 3 key personnels for multiple states. Since, maximum 3 states can be assigned to any organization.
			b. Key Personnel K-2: Management Expert	c. Are the Key Personnel expected to travel? If so, then what proportion of their time will be required for travel?	Key personnels are not expected to travel since, the role of key personnels will be more advisory and supervisory kind. However, if at all key personnel will travel, it will be part of bidders management/administrative costs.
			c. Key Personnel K-3: Procurement Expert	d. Please let us know if the key personnel can work from their organization's office or someplace else	Yes, Key personnels are suppose to work from their organizations office. However, these personiles may be part of review meetings.
			The number of points to be assigned to each of the above positions shall be determined by the Evaluation Committee considering the experiences, technical capacity, and relevancy of the individual Key Expert to the project requirement.	e. Please let us know if CTD would require their attendance record during the course of the assignment?	Yes, CTD and STOs may ask attendance record during the course of assignment from NTSU and STSUs
21	Page No 55	Section 5. Terms of Reference, Sub Section 10 Details Qualifications & Experiences	Only CVs of 3 key personnel in the organization are required. However, for the selection of all 11 required manpower mentioned in TSUs Organogram, CTD will be part of interview them to finalize their selection for the post, once an organization got selected for the NTSU	At the time of proposal submission, is it required to submit indicative CVs of all 11 personnel plus 3 key experts or only the CVs of 3 key experts will be sufficient for the purposes of proposal evaluation?	At the time of proposal submission, only CVs of 3 key personnels will be sufficient for the purpose of proposal evaluation.
22	Page No 47-56	Page No. 47 – 56,	Team Leader - Indicative Salary Range: 1.5 to 1.75 Lakh /month	a. Given the salary range as provided for each of the 11 positions, should we consider the lower limit for preparing the financial budget or the higher limit?	You can chose any amount between the indicative salary. However, you have to factorize annual increment of key experts within the range.
		Section 5. Terms of Reference,	Deputy Team Leader - Indicative Salary Range: 1 to 1.25 Lakh /month		
		Sub Section. 10 Details Qualifications & Experiences	Monitoring & Evaluation Expert - Indicative Salary Range: 90 K to 1 Lakh /month	b. For the purpose of evaluation, we request you to kindly standardize the salary for each position.	No change in this clause.
			Capacity Building Expert Indicative Salary Range: 90 K to 1 Lakh /month...	c. Where can we incorporate management/overhead and administration fee? Should it be a separate line item?	There is a line item called Administrative and other costs. Bidders are suppose to management cost in the administrative costs.
23	Page No 56	Page No. 56, Section 5. Terms of Reference, Sub Section. 12 Travel	There may be an average of 10 to 15 days of travel for Key Personnel in a month from State headquarter to various Districts and Sub-district level facilities for technical assistance, monitoring, supervision, capacity building etc.	For the purpose of budgeting and evaluation, please standardize the number of travel days, number of night-stay and number of consultants required to travel.	No change in this clause.
24	Page No 57	Section 5. Terms of Reference, Sub Section 16. Workshop/ Meetings	The organization/Entity/Firm needs to conduct at least four meetings to review performance of PPSAs etc. and contracting mechanism along with State TB Cell /NTEP/CTD. These meetings may also include consultation or update or capacity building workshop	a. Are we required to budget for the proposed review meetings?	Yes, under administrative costs
				b. Can these review meetings be conducted using virtual platforms?	In the age of corona pandemic , it might be virtual. However, not for whole project period.
				c. Are we required to budget the travel and per diem of any government staff availing outstation travel?	No
25	Page No 57	Section 5. Terms of Reference, Sub Section 17. Terms of Payment to NTSU	The payment shall be released by the Client/Procuring Entity in 5 stages on quarterly basis, within 60 days submission of requisite documents	Request you to kindly relax the submission to 30 days or provide an advance against the against the 'Advance Guarantee'.	No change in this clause.
26	Page No 57	Section 5. Terms of Reference	e) Balance Payment of 1st Year (Performance Linked Indicator): The balance 20% amount of yearly contract value payable to STSU shall be determined based upon evaluation of performance of STSU against Key Performance	a. Many of the KPIs and target mentioned in the RFP are not in full control of the TSUs. Thus, request you to either remove this payment term or lower the percent amount for yearly contract.	Firstly, Only 20% amount of yearly contract value is linked with the KPIs. Secondly, this project is about P for R. It means payment against result. So, no change in this clause

		Sub Section 17. Terms of Payment to NTSU	Indicators (KPIs) given in ToR for completion of 1 st year	b. Also, the targets being set are as per PIP. Please advise that what role with the NTSU/STSU have in setting these targets?	The annual targets are set between CTD and States. NTSU and STSUs are suppose to support CTD and State Tb Cell in achieving set targets every year.
27	Page No 58		Support State TB Program to Increase in number of selection and function of PPSA in the state.	The STSU has only supportive roles, thus please let us know, how would the responsibilities be quantified for the achievement/non achievement all the KPIs	For all the KPIs, there are range of weightage from 0 to 100 % in RFP, which is very much quantifiable by Nikshay data
			Support State TB Program to finalize the contracts of Partnership Projects (PPM Scheme).		
		Section 5. Terms of Reference	Support in establishing districts PPSA per year against planned/required PPSA.		
			Support State TB Program to increase TB Notification yearly from Private Sector.		
		Sub Section 19	Support State TB Program to increase Treatment success rate of new TB patients (private).		
		Expected Milestones /output	Support State TB Program to increase eligible TB patients (private) given financial support through DBT.		
28	Page No 21	Page No 21,	Only CVs of these 3 key personnel (mentioned below) in the organization are required.	a. Please mention the evaluation criteria (qualification and experience) for the three key personnel.	It will be decided by the committee to assign marks to the experience, technical capacity and relevance of Key personnels with in the bracket of 10 marks.
		Section E Data Sheet, ITC Para 21.1	a. Key personnel-K1: Public Health Expert b. Key Personnel K-2: Management Expert c. Key Personnel K-3: Procurement Expert	b. Can we propose same personnel for multiple states as the time required is only 10%?	Yes, bidders can do that.
			The number of points to be assigned to each of the above positions shall be determined by the Evaluation Committee considering the experiences, technical capacity, and relevancy of the individual Key Expert to the project requirement.	c. Are the Key Personnel expected to travel? If so, then what proportion of their time will be required for travel?	Key personnels are least expected to travel since, the role of key personnels will be more advisory and supervisory kind. However, if at all key personnel will travel, it will be part of bidders management/administrative costs.
				d. Please let us know if the key personnel can work from their organization's office or someplace else	They can work from their organization's office.
				e. Please let us know if CTD would require their attendance record during the course of the assignment?	Yes, CTD and STOs may ask attendance record during the course of assignment from NTSU and STSUs
29	Page No 55	Section 5. Terms of Reference, Sub Section 10 Details Qualifications & Experiences	Only CVs of 3 key personnel in the organization are required. However, for the selection of all 11 required manpower mentioned in TSUs Organogram, CTD will be part of interview them to finalize their selection for the post, once an organization got selected for the NTSU	At the time of proposal submission, is it required to submit indicative CVs of all 11 personnel plus 3 key experts or only the CVs of 3 key experts will be sufficient for the purposes of proposal evaluation?	CVs of only 3 key personnel will be sufficient for the purpose of proposals evaluation.
30	Page No 47-56	Section 5. Terms of Reference,	Team Leader - Indicative Salary Range: 1.5 to 1.75 Lakh /month	a. Given the salary range as provided for each of the 11 positions, should we consider the lower limit for preparing the financial budget or the higher limit?	You can chose any amount between the indicative salary. However, you have to factorize annual increment of key experts within the range. If in actual salary get crossed upper limit, then the differential amount would be paid from management cost/administrative cost of agencies.
			Deputy Team Leader - Indicative Salary Range: 1 to 1.25 Lakh /month	b. For the purpose of evaluation, we request you to kindly standardize the salary for each position.	
		Sub Section. 10 Details Qualifications & Experiences	Monitoring & Evaluation Expert - Indicative Salary Range: 90 K to 1 Lakh /month	c. Where can we incorporate management/overhead and administration fee? Should it be a separate line item?	
			Capacity Building Expert Indicative Salary Range: 90 K to 1 Lakh /month...		There is a line item called Administrative and other costs. Bidders are suppose to management cost in the administrative costs.
31	Page No 56	Section 5. Terms of Reference, Sub Section. 12 Travel	There may be an average of 10 to 15 days of travel for Key Personnel in a month from State headquarter to various Districts and Sub-district level facilities for technical assistance, monitoring, supervision, capacity building etc.	For the purpose of budgeting and evaluation, please standardize the number of travel days, number of night-stay and number of consultants required to travel.	The requirement of specific state might be different from one another, depending upon requirement of the project the average travel may be 10-15 days. Hence, no change in the clause.
32	Page No 57	Section 5. Terms of Reference, Sub Section 16. Workshop/ Meetings	The organization/Entity/Firm needs to conduct at least four meetings to review performance of PPSAs etc. and contracting mechanism along with State TB Cell /NTEP/CTD. These meetings may also include consultation or update or capacity building workshop	a. Are we required to budget for the proposed review meetings? b. Can these review meetings be conducted using virtual platforms? c. Are we required to budget the travel and per diem of any government staff availing outstation travel?	Yes, under administrative head costs In the age of corona pandemic, it might be virtual. However, not for whole project period. No
33	Page No 57	Section 5. Terms of Reference, Sub Section 17. Terms of Payment to NTSU	The payment shall be released by the Client/Procuring Entity in 5 stages on quarterly basis, within 60 days submission of requisite documents	Request you to kindly relax the submission to 30 days or provide an advance against the against the 'Advance Guarantee'.	No change in clause
34	Page No 57	Section 5. Terms of Reference	e) Balance Payment of 1st Year (Performance Linked Indicator): The balance 20% amount of yearly contract value payable to STSU shall be determined based upon evaluation of performance of STSU against Key Performance Indicators (KPIs) given in ToR for completion of 1 st year	a. Many of the KPIs and target mentioned in the RFP are not in full control of the TSUs. Thus, request you to either remove this payment term or lower the percent amount for yearly contract.	Firstly, Only 20% amount of yearly contract value is linked with the KPIs. Secondly, this project is about P for R. It means payment against result. So, no change in this clause
		Sub Section 17. Terms of Payment to NTSU	Indicators (KPIs) given in ToR for completion of 1 st year	b. Also, the targets being set are as per PIP. Please advise that what role with the NTSU/STSU have in setting these targets?	The annual targets are set between CTD and States. NTSU and STSUs are suppose to support CTD and State Tb Cell in achieving set targets every year.
35	Page No 258	Section 5. Terms of Reference, Sub Section 19	Support State TB Program to Increase in number of selection and function of PPSA in the state.	The STSU has only supportive roles, thus please let us know, how would the responsibilities be quantified for the achievement/non achievement all the KPIs	For all the KPIs, there are range of weightage from 0 to 100 % in RFP, which is very much quantifiable by Nikshay data
			Support State TB Program to finalize the contracts of Partnership Projects (PPM Scheme).		
		Expected Milestones /output	Support in establishing districts PPSA per year against planned/required PPSA.		
			Support State TB Program to increase TB Notification yearly from Private Sector.		
			Support State TB Program to increase Treatment success rate of new TB patients (private).		
			Support State TB Program to increase eligible TB patients (private) given financial support through DBT.		

36				Please refer TOR clause 10: Details of Qualification & Experience of RFP document, wherein the 'Indicate Salary Range' for Key Personnel is mentioned.	No change in this clause.
37				In our opinion, the indicative salary range is very low. We respectfully request you to revise the rates significantly. What does yearly fee consist of?	Yearly costs will consists of same as mentioned in Form FIN- 3 plus FIN -4
38				Are the indicative range of salaries to experts stated in the RFP inclusive of: a. Cost of 3 Key Personnel (whose CVs are evaluated), who are expected to provide 10% professional time over and above the time of Key Experts indicated in the RFP? Will these 3 Key Professionals be required to travel to the 9 selected States? If so, what is the expected number of average travel days/month? b. Paid/sick/casual Leave, c. Management fee of the agency, d. Overheads of the agency, e. Costs of local travel, f. Costs of office support staff's salaries and benefits?	No, there is least expected travel for 3 key personnel. The salaries, travel, per diem of Key Experts (NTSU/STSU team) is in separate line items. However, all other items will be part of Administrative and other costs.
39				As the performance of the NTSU shall be dependent on the STSUs of the 9 participating States using clearly defined and objective performance indicators, would the NTSU be involved in the selection of the STSU agencies?	No, Since the bidding process of NTSU and STSUs is going on simultaneously, so only CTD will finalize NTSU and all 9 STSUs.
40				It is requested that payment schedule be reconsidered, and 25% quarterly payments be agreed. Performance linked 10% bonus payment at the end of each year may be considered on the yearly fee quoted by the agency.	No change in clause
41				Are all 11 experts of the NTSU projected to travel 10-15 days each month to the 9 selected States?	It will be depend upon project requirement. However, it is expected that on an average 10-15 days travel from 11 experts of NTSU will be required.
42				Are there any indicative per-diem rates for experts while travelling to and within the 9 selected States, involving overnight stay as well as without overnight stay?	It will be as per the organization policy of that particular agency
43				Is price escalation at pre-determined rates, acceptable for the 2 nd and consecutive years of the contract or is this to be factored-in, within the indicated range of salaries of the 9 experts and estimated reimbursable out of pocket expenses, office rent etc.?	No price escalation at pre-determined rates for the 2nd and 3rd years of the contract. However, you need to factored this within the indicated range of salaries of the key experts out of pocket expenses, etc.
44				Would the costs of at least 4 workshops/meetings require to be included in the estimate of reimbursable costs? If so, are the workshops expected to be 1 day or multiple day workshops? Would the workshop costs be limited to rental of venue, hospitality during the workshop and workshop material or require to include boarding, lodging and travel of participants?	Yes, it is require to be included in the estimated cost under administrative and other costs. These quarterly workshop /meeting will be kind of review meeting. It is expected to be one day review meeting. It would be limited to rental venue, boarding ,lodging ,NTSU /STSUs team members of key experts and Key personnels.
45				Is there any upper age limit of the 3 Key personnel to be proposed in the technical proposal and 11 key experts?	The upper age limit is 65 years.
46	Page No 57	Section 5-Terms of Reference, Clause 17,	Terms of Payment to STSU: Para 1: The payment shall be released by the Client/Procuring Entity in 5 stages on quarterly basis, within 60 days submission of requisite documents, as under	The payment processing time of 60 days is quite long period and will adversely impact the financial capability of the Consulting Organisation it needs to be suitably modified. As per the provisions of MSME Act, the payments to Consulting Organizations shall be made within 45 days of submission of Invoice. To enable MSME organizations to avail this facility, the terms for release of payment may be suitably reduced from 60 days to at least 45 days.	The Ministry will be following Procurement process as per GFR 2017. However, if organizations will provide MSME registration with their proposals then in that case payment will be made as per relevant provisions of the MSME Act.
47	Page 57	Section 5-Terms of Reference Clause 17	Terms of Payment to STSU: a) 1 st Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice along submission of list of all key Expert deployed under the assignment and progress report of 1 st quarter. b) 2 nd Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 2 nd quarter. c) 3 rd Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 3 rd quarter. d) 4 th Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 4 th quarter. e) Balance Payment of 1st Year (Performance Linked Indicator): The balance 20% amount of yearly contract value payable to STSU shall be determined based upon evaluation of performance of STSU against Key Performance Indicators (KPIs) given in ToR for completion of 1st year.	As per the existing provisions, 1st stage payment of 20% of contract value shall be released upon the submission of Invoice along with the Quarterly Progress Report, and payment processing shall be done within 60 days of submission. Practically this shall result in release of 1st Stage payment only after the Six months period, considering that progress report for quarter will be submitted within days of the end of quarter and 60 days processing time for payment. We hereby request that the first stage payment of 20% of contract value shall be made in advance (within 15 to 20 days of signing of contract with CTD and submission of BG. This would enable the agency to meet the operational costs incurred till submission of invoice for the first quarter, and accordingly, the terms for payments may also be modified and replaced with the following clause: a) 1 st Stage Payment: 20% amount of yearly contract value shall be released upon submission of BG post signing of contract, b) 2 nd Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice along with submission of list of all key Expert deployed under the assignment and the Progress Report of 1st quarter. c) 3 rd Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 2nd quarter. d) 4 th Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 3rd quarter. e) Balance Payment of 1st Year (Performance Linked Indicator): The balance 20% amount of yearly contract value payable to STSU shall be based on submission of Invoice and Progress Report for the 4th quarter and shall be determined based upon evaluation of performance of STSU against Key Performance Indicators (KPIs) given in ToR for completion of 1st year.	No change in clause
48	Page 57-58	Section 5-Terms of Reference Clause 18;	Performance Linked Indicators- Payout Modalities: #3 in Table: For Performance score between 80-100%, the % Payment Linked Indicators- Payout is 100%	Performance Score in the category 80-100% is not appropriate, as 80% score is also covered under previous category of 25-80%. Performance Score in the category 80-100% shall be modified to 81-100%, as 80% score is covered under earlier category. The ambiguity needs to be corrected.	You are right . The performance score category 80-100% will be read as "81-100 %"
49	Page No 59-60	Section 5-Terms of Reference, Clause 19 (A)	Targets Against Performance Linked Indicators	In the table depicting Targets Against performance linked indicators, the listed Performance Indicators do not have any Weightage assigned to them. In absence of Weightage, kindly clarify how the performance will be measured against each indicator to decide the Performance Score obtained by Consulting Organisation. Kindly provide mechanism for recording the Performance score against each of the listed performance Indicator.	The performance of TSUs shall be evaluated on annual basis based on 6 Indicators given in the matrix of the RFPs. The weightage given to each of the 6 indicators along with scoring system is also given in the matrix:
50	Page No 58 & 33	Section 5-Terms of Reference, Clause 18; Page 58	Note mentioned below table on Performance Linked Indicators- Payout Modalities:	Please advise whether the Out-of-pocket expenditure for Outstation Travel to be reimbursed by CTD on actual and capped at 15% of the yearly fee as referred herein, is over and above the Fees to be budgeted in Fin-2, comprising of Remuneration and Reimbursables. The upper capping should be raised.	The out of pocket expenditures for outstation travel and per diem to be reimbursed by CTD on actual will be capped at 25% of the yearly contract value in case of NTSU and 20% for STSUs.

		&	Out of Pocket expenditure for outstation travel would be reimbursed by CTD on actual, subject to a capping of 15% of the yearly fee. Any outstation travel must be approved by State TB Cell and informed to the CTD.	(1) In case such Out-of-pocket expenses for outstation travel are covered under the Reimbursables in Fin-2, whether such expenses are to be capped at 15% of the Yearly Fee to be budgeted under "Remuneration in Form Fin 2.	Despite it will be part of reimbursable, the ceiling cap is 20% for STSUs and 25% for NTSU
		Section 4 – Financial Proposal;		(2) Please advise whether such capping of 15% is also applicable on Outstation Travel cost for the 3 Key personnel based at Head Office of the Consulting Organisation.	3 key personnels are not suppose to travel same as key experts. However, Any cost related to 3 key personnels will be part of Management/ Administrative costs.
		Form FIN-2 - Summary of Costs;		(3) Further advise whether the Travel of these 3 Key personnel shall also be approved by CTD or State TB Cell.	No, travel approval for 3 key personnels of NTSU/STSUs agencies will not require prior approval from CTD/State TB Cell.
		# 2 Reimbursables;		(4) Whether such approval is required only for the outstation travel of STSU team of 11 -12 experts stationed close to STO Office in the given State?	Prior approval for travel is required from CTD for NTSU team members and approval from STO with intimation to CTD will required for any out station travel in case of STSU
51	Page No 56	Section 5-Terms of Reference;	Clause 12: Outstation Travel	Please advise whether the Travel Rules, Per Diem and other entitlements in respect of Outstation Travel shall be as per the Travel Rules applicable within the Consulting Organisation? Or Whether the Travel Rules applicable in State TB Cell has to be followed? As the STSU is obliged to get travel approvals from the State TB Cell, the travel entitlements as per the Rules of consulting organisation shall not pose any problems later. Kindly clarify.	It will be as per bidders organizations policy
52	Page No 34	Section 4-Financial Proposal; Form FIN-3;	Form Fin 3 / Clause (A) Remuneration: Name of experts in Column 2	The names of Managerial Experts and Domain Experts to be engaged in STSU Team cannot be provided at proposal submission stage as they need to be recruited and placed in the STSU at later date.	Absolutely. No need at RFP stage.
53	Page No 21	Section 2- Instruction to Consultants – Data Sheet; Clause 21.1 (vi)	Para 3 (last sentence): "These 3 Key personnel should give 10% time to the project over and above Key Experts."	How does the 10% time for the Key Personnel shall be worked out? a) Would it be on a Calendar month basis, assuming 22 working days in the month total 2 to 3 days working for each of the 3 Key Personnel shall be budgeted, or b) this 10% time has to be worked out as percentage of the Total Time & Effort put in by the STSU team stationed in State Capital, in such condition total time to be devoted by each of the Key Personnel would work out to 8 days per month. c) Further please advise whether the same Key Personnel's can be showcased in all the STSU Proposals, where the bidder (SAMS) has been shortlisted? Kindly elaborate upon the mechanism to work out the Time, the 3 Key personnel should give to the project. Also please advise whether same set of Key Personnel's can be presented in the three STSU proposals, where SAMS has been shortlisted.	The role of 3 key personnels will be advisory and supervisory in nature who will help NTSU /STSUs team to achieve their deliverables. Any costs related to 3 key personnel will be part of managerial /administrative costs. Yes, same 3 key personnels can be showcased.
54	Page 56	Section 5-Terms of Reference;	Clause 11: Duration of Assignment	Please advise whether the Financial Proposal is to be submitted for 1 year period or the Quotes are to be provided for total duration of assignment for 3 years? In case Financial Proposal is to be provided for One Year period, how the increments for the team and inflationary factor in respect of other cost components are to be factored in?	The project is for 3 years so bidders have to quote for 3 years. However, there will be yearly renewal of the project based on the satisfactory yearly performance of the deliverables.
55	Page No 56	Section 5-Terms of Reference;	Clause 16;	Please advise whether the cost for at least four meetings to review performance of PPSAs etc. and contracting mechanism shall be budgeted in Financial Proposal? a) How many total meetings are expected in the State, and what would be the duration and number of participants for each such meeting? b) What would be the scale of each such meeting, and whether such meetings are to be organised in the Hotel in state capital or at any other place in the State? c) Is it possible for reimbursement of such cost as per actuals? Kindly elaborate upon the mechanism to budget for such meetings.	The cost of quarterly review meeting/workshop should be under administrative and other costs heads. Quarterly review meeting/workshop for one day is expected. Participants will be TSU team member and few CTD/State TB Cell officials. It may be organized at the state capital or mutually agreed place for STSUs with State TB Cell and in Delhi for NTSU by mutually agreed place with CTD. The expenditure towards the review meetings is to be met under administrative cost head.
56	Page 59	Section 5 Terms of Reference	Targets Against Performance Linked Indicators	Under Clause 19 in the table for "Targets Against Performance Linked Indicators" all targets for Y1, Y2 and Y3 are set on an annual basis. However, under clause 17 on "Terms of Payment to STSU", it is mentioned that "The payment shall be released by the Client/Procuring Entity in 5 stages on quarterly basis, within 60 days submission of requisite documents". Given that some of the activities may not get completed in the first quarter of Year 1, achievement of which would determine the payment terms, it is requested that the targets for Year 1 and the duration for review of the same be suitably modified to enable the agencies to receive timely payments.	The quarterly payment will be based upon 20% of yearly contract value after submission of quarterly progress report against linked indicators which is expected to be incremental achievement over period of year to achieve yearly targets. However, the last 20% is linked with yearly achievements against targets and also reason for getting 2nd and 3rd year renewal of the project. It is evident from above response that even if TSUs doesnot achieve quarterly proportionate targets, it has enough time over a period of 1 year to be compansate and achieve yearly targets. Moreover, only last 20% yearly contract value is linked with the target achievement. So no change in clause
57	Page 59	Section 5 Terms of Reference	Clause 19 (A)	Indicator: Number of PPSA on board in the state for the year Target: % of PPSA operationalized against target approved in PIP	By the time agencies for all TSUs will be onboard, the base line and targets of each state will be finalized between CTD and States and same will be conveyed to agency. However, the indicative baseline and indicative target for few indicators have been shared in the RFPs to the agencies to gain an understanding about the indicators and probable targets.
58	Page No 14	Point no. 12 – Substitution of Key Personnel at Validity	If any of the Key Personnel (whose CV is considered for scoring during technical evaluation) become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence	Under the table for "Targets Against Performance Linked Indicators" all targets set against the respective indicators are on basis of approved PIP. However, as the PIP is not available for the agency to review at this stage, there is no visibility of the actual targets to be achieved in the given timeline. It is requested that the PIP be shared at the earliest for the agencies to gain an understanding and visibility of targets to be achieved beforehand.	There is no change in clause during selection process of TSUs. However, if any key personnels get health issues, resigns or terminated, the organization need to provide same level of qualifications and experiences or better but not lesser experiences and qualifications.
59	Page No 21	Point no. 21.1	(v) Value Addition	It would be great to elaborate on the expectations of CTD on value addition as mentioned as a part of this clause	Value addition can be anything which we have not asked and is not mentioned in RFPs but bidders brings on the table which is helpful to acheive goals of NTEP.
60	Page No 21	Point no 21.1	(vi) Key Personnel' qualifications and experiences:(30)	We understand that CVs of only 3 key personnel are required to be submitted and only these CVs will be evaluated as a part of technical proposal. Please confirm.	Yes.

			(Notes to Consultant: Only CVs of these 3 key personnel (mentioned below) in the organization are required. Minimum 10% man-days of these 3 Key personnel will be required over and above 11 Key Experts. However, for the selection of all 11 required manpower (Key Expert) mentioned in TSUs Organogram, CTD will be part of interview them to finalize their selection for the post, once an organization got selected for the NTSU as suggested in ToR.	Is there any specific criteria for evaluation of the above 3 CVs? Please clarify.	The committee will evaluate on the basis of relevant qualification and experiences.
			a) Key personnel K1: Public Health Expert b) Key Personnel K2: Management Expert	Please clarify whether the experts identified for these three positions can be repeated in multiple proposals or they need to be different for different proposals.	3 key personnels can be repeated in multiple proposals .
			c) Key personnel K-3: Procurement Expert	We understand that these three key personnel can also be contracted externally by the organization and need not be the full-time employees? Please confirm.	The 3 key personnel can be full time employee of the organization or can also be contracted externally by the organization.
61	Page 26	Form Tech-2	Pg. 26 – Form Tech – 2 Sub-point A. 2. Include organizational chart, a list of Board of Directors, and beneficial ownership	Kindly clarify whether we need to include organization chart of only lead bidder organization or all consortium partners.	You may mention organization of consortium partner also.
62	Page 33	Form FIN-2	SUMMARY OF COSTS	This form has budget head related to remuneration and reimbursables. Can you please clarify whether management/ overhead fees can be included in the remuneration rates or it needs to be built separately? If it needs to be built separately, please specify the budget head for the same. Considering that the bidder is supposed to provide only 3 CVs as part of the proposal, whether, the financial proposal will include budget for only those 3 personnel or it is required to include the budget for all the 11 experts as well? If we need to include budget for 11 experts also, we understand it would be only an indicative budget based on estimation, which may vary at the time of actual deployment of experts, considering the actual selection will take place at a later stage. Please clarify whether there will be flexibility to change the budget , in case actual salaries vary at the time of actual selection. Based on the past experience of similar TSUs, the salary ranges provided in the RFP seem to be substantially on lower side considering the experience and academic qualifications requirements. We propose that the salary ranges indicated by CTD in the RFP may be removed and bidder is allowed to propose a budget based on their assessment. Alternatively, the current procurement may considered on a time and material basis instead of fixed cost output based.	The management cost will be under administrative head. Bidders are suppose to budget for all 11 key experts. 3 key personnel cost may be part of management/administrative cost. The cost of 11 key experts as per the range indicated in the RFPs will be applicable. However, if there will be any increase in the cost of 11 key experts, the differential amount would be paid by agency from their management /administrative cost. No change in clause
63	Page no 35	FORM-FIN 4	BREAKDOWN OF REIMBURSABLE EXPENSES	We propose that the per-diem allowances should be permitted as per organizational policy. In case, these are to be based on CTD norms, we request you to share the same for budgeting purposes.	Yes, it is as per organization policy.
64	Page No 44	Point No 8. Key Responsibilities of NTSU; Sub point 8.a) Facilitate empanelment of agencies: The NTSU will develop an online	Sub-point 8. a. a) Facilitate empanelment of Agencies: The NTSU will develop an online empanelment process for state and national agencies to bring qualified organizations on board as bidders for various services;	Does the scope of work include development of an online portal or revamping the existing portal for streamlining empanelment process?if yes, please indicate whether resources would be invested by government or it would be part of the selected organization.	CTD has already Nikshay portal and relevant manpowers. The NTSU is only required to provide technical support to incorporate a contract management module in Nikshay portal.
65	Page No 45	Point 8.e)	Capacity building and technical support	Whether the selected agency would need to develop any SoPs or Learning Resource Packages for capacity enhancement of the STSUs? We presume the logistic costs of any such capacity building workshops (venue, etc.) would be provided by CTD or costs for the same would be borne by CTD directly. Please confirm	Yes Yes
66	Page 51	Contract Management	Role - Ensures the legality of contracts and their proper commissioning	As per government regulation, few consulting firms are not allowed to provide legal advice. Please confirm whether bidder have flexibility to sub-contract legal services required for the assignment	There is no specific legal services required for this assignment . However, any sub-contracting will required prior permission from CTD.
67	Page No 46	Point no 9 Organizational Structure of NTSU	The Agency/ Organization would hire 11 experts (2 managerial and 9 domain experts) and manage their pay role adhering to the prevailing rules including leaves, taxes, PF and other benefits. The Agency should deploy 11 experts as per the table below	Financial format mentions about the 'domain' and 'managerial' experts. Please specify which personnel are categorized under managerial and domain experts (out of 11 key positions).	Team Leader and Deputy Team Leader are suppose to be managerial expert while remaining experts are suppose to be domain expert.
68	Page No 57 & 58	Point no 17 Terms of payment to NTSU	e) Balance Payment of 1st Year (Performance Linked Indicator): The balance 20% amount of yearly contract value payable to NTSU shall be determined based on evaluation of performance of NTSU against Key Performance Indicators (KPIs) given in ToR. Sub-point - The payment process will remain the same for consecutive 2nd and 3rd year depending upon renewal of contact by the competent authority.	We propose that CTD should consider issuing a contract for entire period of 3 years instead of KPI linked annual renewal. Performance for many of the KPIs may depend on several external factors, which may be beyond the control of TSUs.	CTD will issue contract for 3 years. However, the achievement of yearly KPI linked indicators is a must to get contract to be continued. This project is based on P for R that is Payment against Result. It is evident in the RFP that even if TSUs doesn't achieve quarterly proportionate targets, it has enough time over a period of 1 year to be compensate and achieve yearly targets. Moreover, only last 20% yearly contract value is linked with the target achievement. So no change in clause
69	Page No 75	Point no 19	Termination – Sub point (b) By the Consultant 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five(45) calendar days after receiving written notice from the Consultant that such payment is over due (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.	We propose to add another sub point in the termination clause: "Corporate Consultant may terminate this Agreement by a written notice to client if Corporate Consultant determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Corporate Consultant performance of the Contract impermissible or in conflict with independence or professional rules applicable to Corporate Consultant." (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five(45) calendar days after receiving written notice from the Consultant that such payment is over due (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.	These clauses mentioned in the RFPs are standard clauses as per GFR 2017. So no change in clauses

			(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.		
			(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.		
70	Page No 78	Point No 22 Confidentiality	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity	We propose the following in this contract clause	
			22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and the expert make public the recommendations formulated in the course of or as a result of the services	"The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1)"	
71	Page no 78	Point no 23 Liability of the consultant	23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable law.	We propose to amend this as following "Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract"	
72	Page No 78	Point no Insurance to be taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13	Bidder may have appropriate and required insurance policy however not as per client's terms and conditions. The existing insurance policies of the bidder may be allowed	The insurance related clause is relevant to procuremet of Goods. Hence this clause may Waive off.
73	Page No 78	Accounting, Inspection and Auditing	25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.	Audit of office and systems, generally is not acceptable as bidder will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office /system.We may allow client to visit only our project office and audit the project related documents. We suggest the appropriate amendment in the given clauses	These clauses mentioned in the RFPs are standard clauses as per GFR 2017. So no change in clauses
			25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the client.		
74	Page No 79	Point No 27 . Propriety Rights of the Client in Reports and Records	27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.	We propose to amend this as following clause: Upon expiration of this agreement/ Contract or sooner upon written request of the Client , all confidential bidder is not responsible if the client infringes the IPR by modifying the deliverables submitted by the bidder. Information in the possession of bidder shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with this Contract.	
			27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases and other documents and software, the Consultant shall obtain the client's prior written approval to such agreements, and the client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.		
75	NA	NA	General Query	In case , the organization has been shortlisted for both NTSU and STSUs RFPs, is there any capping of number of proposals that can be submitted by one entity.	No, there is no capping in this case .However, one organization can get maximum only 3 STSUs. In case an organization get finalized for NTSU, that organization will be not considered for any other state TSUs.

76	NA	NA	General Query	Currently, the RFP outlines requirement of submission of similar supporting documents for proposals to be submitted against various RFPs. It may be more efficient if the bidder is allowed to submit one technical proposal for NTSU/ multiple states with state specific customizations along with one copy of supporting documents. Please confirm	All 10 RFPs have individual RFP numbers due to different requirement of different TSU. However, the supporting documents may be common for all the RFPs clearly mentioned reference of particular STSUs. It means technical and financial proposals will be different for all different TSUs, however, supporting documents, about organization and 3 CVs for key personnel may be only one for all the RFPs.
77	NA	NA	General Query	Considering that the existing bid is for multipur TSUs and we would request to consider further extension of 8 – 10 working days post pre-bid clarifications.	Enough time has been provided, so there will be no extension in submission of proposals.
78	NA	NA	General Query	We would also request you to kindly consider further extension of 2 weeks to enable the bidders to submit multiple quality proposals.	
79	Page No 46	Organization Structure of NTSU	The Agency/ Organization would hire 11 experts (2 managerial and 9 domain experts) and manage their pay role adhering to the prevailing rules including leaves, taxes, PF and other benefits. The Agency should deploy 11 experts as per the table	Financial format mentions about the 'domain' and 'managerial' experts. Please specify which personnel are categorized under managerial and domain experts (out of 11 key positions).	Team Leader and Deputy Team Leader are suppose to be managerial expert while remaining experts are suppose to be domain expert.
80	Page No 20	ITC Data Sheet 17.8	The Proposals must be submitted no later than: Date: 26th February, 2021at 3:00 P.M.	Request if bid submission timeline might be extended by 2 weeks to allow the bidders, sufficient time to prepare a comprehensive bid responses for 8 RFPs.	Enough time has been provided, so there will be no extension in submission of proposals.
81	Page No 56	ITC Clause 11, Section 5,	The total duration of the assignment is 3 years. However, contract will be awarded initially for 1 Year and based on satisfactory performance by the	The consultants are being shortlisted for 8-9 RFPs related to NTSU and STSU, how many PMU may be awarded to one consultant, please clarify	One organization can get maximum only 3 STSUs. In case an organization get finalized for NTSU, that organization will be not considered for any other state TSUs.
82	Page 21	ITC Data Sheet 17.8, Page 21.1	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: (ii) Approach & Methodology (A&M): [20] (iii) Work Plan: [15] (iv) Strategy & Innovation: [10] (v) Value Addition: [10]	Please suggest the breakup of the marks allocated for Strategy & Innovation and Value addition. Further, we understand that the marks allocated for Strategy & Innovation and Value addition shall be included in the Approach & Methodology. Please clarify and elaborate.	The evaluation committee will decide upon bifurcation of points. As far as Value addition and Innovation is concerned, it means bidders brings additional things on the table to achieve NTEP Goals even if that is not asked in RFP.
83	Page No 21	ITC Data Sheet 17.8, Page 21.1	(vi) Key Personnel' qualifications and experiences: [30] (Notes to Consultant: Only CVs of these 3 key personnel (mentioned below) in the organization are required. Minimum 10% man-days of these 3 Key personnel will be required over and above 11 Key Experts. a) Key personnel-K1: Public Health Expert 10 b) Key Personnel K-2: Management Expert 10 c) Key personnel K-3: Procurement Expert 10	Please clarify if the detailed CVs have to be submitted only for the 3 mentioned key personnel (K1, 2 & 3) and rest of the 8 CVs will not be evaluated and can be submitted at the time of interview by CTD. Please confirm our understanding	Please get clarified that 3 Key personnels which CVs are required to be submit in the proposals are over and above of 11 Key Experts of TSU team. CVs of Key experts are not required at this stage of RFP.
84	NA	NA	(vi) Key Personnel' qualifications and experiences: [30] (Notes to Consultant: Only CVs of these 3 key personnel (mentioned below) in the organization are required. Minimum 10% man-days of these 3 Key personnel will be required over and above 11 Key Experts. a) Key personnel-K1: Public Health Expert 10 b) Key Personnel K-2: Management Expert 10 c) Key personnel K-3: Procurement Expert 10 <i>The number of points to be assigned to each of the above positions shall be determined by the Evaluation Committee considering the experiences, technical capacity, and relevancy of the individual Key Expert to the project requirement. These 3 Key personnel should give 10% time to the project over and above Key Experts.</i>	Since the Public Health Expert, Management Expert and Procurement Expert are required to spend 10% time only, can the CVs of same these expert be placed in all proposals for which the consultants are being shortlisted or new CVs needs to be placed for all separate proposals. Please clarify. Also Please clarify if these three experts are required to be placed full time or needs to be placed only for 10% of the time.	CVs of only 3 key personnel will be sufficient for the purpose of proposals evaluation. These 3 key personnels are supposed to be full time employee of the organization and will provide at least 10% time per TSU.
85	Page No 21	ITC Data Sheet 17.8, Page 21.1	a) Key personnel-K1: Public Health Expert 10 b) Key Personnel K-2: Management Expert 10 c) Key personnel K-3: Procurement Expert 10 <i>The number of points to be assigned to each of the above positions shall be determined by the Evaluation Committee considering the experiences, technical capacity, and relevancy of the individual Key Expert to the project requirement. These 3 Key personnel should give 10% time to the project over and above Key Experts.</i>	If the deployment is beyond 10% for these three experts how the Authority shall pay for extra deployment?	Authority will not pay any extra amount for these 3 key personnels. However, any cost related to these 3 key personnels will be part of bidders management/administrative cost.
86	Page No 47-56	10. Details Qualifications & Experiences	Indicative Salary Range	We understand that the bidder has to quote an overall Remuneration cost for all the key experts in their financial bid. Therefore, we request the authority to remove the indicative salary range given for all the key personnel, as this should be left to the bidders hiring such personnel. Indicative salary range and number of hours proposed is indirectly guiding the bidders to a certain range which will not lead to a healthy competitive cost recovery.	No change in clause
87	Page 57	15. Office Operations	Office placement of NTSU should be in close vicinity of Central TB Division and should be finalized with the consent of CTD.	Would request the authority to arrange for / provide a space in CTD office for better coordination.	No change in clause
88	Page 57& 58	17. Terms of Payment to NTSU	e) Balance Payment of the Year: The balance 20% amount of yearly contract value payable to NTSU shall be determined based evaluation of performance of NTSU against Key Performance Indicators (KPIs)	Please suggest if the Balance payment shall be released along with the 4th Stage payment. Please confirm.	No, it will take sometime after 4th stage payment because its need to be established that TSUs have achieved deliverables against linked indicators.
89	Page 58	17. Terms of Payment to NTSU	*Out of Pocket expenditure for outstation travel would be reimbursed by CTD on actual on a quarterly basis, subject to a capping of 15% of the yearly fee.	We understand that any outstation travel has to be approved by CTD, therefore it is requested to remove the capping of 15% of the yearly fee.	There will be capping on out station travel and perdiem. However, it will be 25% in case of NTSU and 20% in case of STSUs.
90	Page 62	(B) Indicators for Measurement of Effectiveness of NTSU	4. Number of TB Notification (Private Sector) in all 9 WB-project states for the year 5. %Treatment Success Rate (Private Sector)- (1 year previous cohort) in 9 WB-project states for the year	We appreciate the intent of evaluating the performance of NTSU on annual basis based on 6 identified indicators. However, would like to highlight that the indicators 4 & 5 are highly dependent on the Private sector willingness & other external factors, thus, it is requested that these indicators should be removed from the Indicators for measurement of effectiveness of NTSU	No change in clause.
91	Page No 21	(E) Data Sheet Submission opening	21.1 i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	We request the authority to clarify the below:	

		and evaluation	The Procuring Entity / Client will assess whether the consultant has experience of working in Public Health Sector at National Level / State Level in India specific to NTSU / STSU requirement	1. If ongoing projects will be considered as relevant assignment or only completed projects? 2. Can the project be started prior to last 10 years but completed within last 10 years be considered as relevant assignments?	If ongoing projects have completed at least 1year and agency can provide documents which can establish the same. If that project was awarded for 10 years and agency is implementing since 10 years then it will be considered. However, if project get prolonged due to inability of agencies to deliver the project on time, will not be considered. The duration will be get verified by the first contract document and all the renewed contract furnished by the agency
92	PageNo 47		10. Details Qualifications & Experiences: Team Leader: Qualifications, Relevant Experiences and Competencies	We request the authority to kindly modify the clause as below: "Post graduate degree in Medicine/Public Health/Communicable Diseases and/or Business Administration / Hospital Management/ Healthcare Management (2 Yrs Full Time- UGC /AICTE approved) and minimum 10 years plus	No change in clause
93	PageNo 47		10. Details Qualifications & Experiences: Deputy Team Leader: Qualifications, Relevant Experiences and Competencies	We request the authority to kindly modify the clause as : "MBBS Graduate with Post-Graduate in Public Health /Health Administration / Community Health Administration or Preventive & Social Medicine and/or Hospital Management/ Healthcare Management/Business Administration (2 Yrs Full Time- UGC /AICTE approved) and minimum 8 years plus experiences out of which 3 Yrs relevant experience in Infectious disease/any other public health project"	No change in clause
94	Page No 57	17. Terms of Payment to NTSU		We request the authority to kindly modify the clause as below: a) 1st Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice along submission of list of all key Expert deployed under the assignment and progress report of 1st quarter. b) 2nd Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 2nd quarter. c) 3rd Stage Payment: 20% amount of yearly contract value shall be released upon submission of Invoice and Progress Report for the 3rd quarter. d) 4th Stage Payment: 20% amount of yearly contract value shall be released upon submission of invoice and progress report for the 4th quarter e) Balance Payment of 1st Year (Performance Linked Indicator): The balance 20% amount of yearly contract value payable to NTSU shall be determined based on evaluation of performance of NTSU against Key Performance Indicators (KPIs) given in ToR.	No change in clause
95	Page No 57	Section 5 – ToR 16. Workshop /Meetings	The organization/Entity/Firm needs to conduct at least four meetings to review performance of STSUs and contracting mechanism along with CTD/NTEP. These meetings may also include consultation or update or capacity building workshop	We request the authority to kindly indicate the time duration envisaged for conducting four review meetings of STSUs with CTD/NTEP.	It will be quarterly
96	Page 78	II. General conditions of the contract. C. Obligations of the consultant 24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub- consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.	We request the authority to kindly modify the clause as: 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub- consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.	No change in clause
97	Page 24 & Page 86	III. Special Conditions of Contract	241. The insurance coverage against the risks shall be as follows: a) Professional liability insurance, with a minimum coverage of equal to the contract value; b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country; Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.	We request the authority to kindly modify the clause as: a) Professional liability insurance, with a minimum coverage of equal to the contract value; b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country; Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.	No Change in clause
98	NA	NA	New Clause	We request the authority to kindly add following clause: The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the services.	No change in clause

99	NA	NA	New Clause	We request the authority to kindly add following clause: The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	No change in clause
100	Page 20	ITC Data Sheet 17.8,	The Proposals must be submitted no later than: Date: 26th February, 2021at 3:00 P.M.	Request if bid submission timeline might be extended by 2 weeks to allow the bidders, sufficient time to prepare a comprehensive bid response	Enough time has been provided, so there will be no extension in submission of proposals.
101	Page No 21	ITC Data Sheet 17.8, P 21.1	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: (ii) Approach & Methodology (A&M): [20] (iii) Work Plan: [15] (iv) Strategy & Innovation: [10] (v) Value Addition: [10]	Please suggest the breakup of the marks allocated for Strategy & Innovation and Value addition. Further, we understand that the marks allocated for Strategy & Innovation and Value addition shall be included in the Approach & Methodology. Please clarify and elaborate.	The evaluation committee will decide upon bifurcation of points. As far as Value addition and Innovation is concerned, it means bidders brings additional things on the table to achieve NTEP Goals even if that is not asked in RFP.
102	Page No 21	ITC Data Sheet 17.8, P 21.1	(vi) Key Personnel' qualifications and experiences: [30] (Notes to Consultant: Only CVs of these 3 key personnel (mentioned below) in the organization are required. Minimum 10% man-days of these 3 Key personnel will be required over and above 11 Key Experts. a) Key personnel-K1: Public Health Expert 10 b) Key Personnel K-2: Management Expert 10 c) Key personnel K-3: Procurement Expert 10	Please clarify if the detailed CVs have to be submitted only for the 3 mentioned key personnel (K1, 2 & 3) and rest of the 8 CVs will not be evaluated and can be submitted at the time of interview by CTD. Please confirm our understanding.	These are repeated questions. Already responded earlier
103	Page No 21	ITC Data Sheet 17.8, P 21.1	(vi) Key Personnel' qualifications and experiences: [30] (Notes to Consultant: Only CVs of these 3 key personnel (mentioned below) in the organization are required. Minimum 10% man-days of these 3 Key personnel will be required over and above 11 Key Experts. a) Key personnel-K1: Public Health Expert 10 b) Key Personnel K-2: Management Expert 10 c) Key personnel K-3: Procurement Expert 10 <i>The number of points to be assigned to each of the above positions shall be determined by the Evaluation Committee considering the experiences, technical capacity, and relevancy of the individual Key Expert to the project requirement. These 3 Key personnel should give 10% time to the project over and above Key Experts.</i>	Since the Public Health Expert, Management Expert and Procurement Expert are required to spend 10% time only, can the CVs of same these expert be placed in all proposals for which the consultants are being shortlisted or new CVs needs to be placed for all separate proposals. Please clarify. Also Please clarify if these three experts are required to be placed full time or needs to be placed only for 10% of the time. If the deployment is beyond 10% for these three experts how the Authority shall pay for extra deployment?	These are repeated questions. Already responded in earlier.
104	Page No 21	ITC Data Sheet 17.8, P 21.1	a) Key personnel-K1: Public Health Expert 10 b) Key Personnel K-2: Management Expert 10 c) Key personnel K-3: Procurement Expert 10	In The Data Sheet, the three experts name as : Public Health, Management Expert and procurement expert but in the Organization structure the experts have been mentioned as Public Health Expert, Contract Management Expert and PPP Expert, please clarify if these three experts are same, We request the authority to kindly modify the clause as below:	These are repeated questions. Already responded in earlier.
105	Page No 47		10. Details Qualifications & Experiences: Team Leader: Qualifications, Relevant Experiences and Competencies	"Post graduate degree in Medicine/Public Health/Communicable Diseases and/or Business Administration / Hospital Management/ Healthcare Management (2 Yrs Full Time- UGC /AICTE approved) and minimum 10 years plus experiences out of which 5 Yrs relevant experience in Infectious disease/any other public health project"	
106	Page No 47		10. Details Qualifications & Experiences: Deputy Team Leader: Qualifications, Relevant Experiences and Competencies	We request the authority to kindly modify the clause as below: "MBBS Graduate with Post-Graduate in Public Health /Health Administration / Community Health Administration or Preventive & Social Medicine and/or Hospital Management/ Healthcare Management/Business Administration (2 Yrs Full Time- UGC /AICTE approved) and minimum 8 years plus experiences out of which 3 Yrs relevant experience in Infectious disease/any other public health project"	
107	Page No 47-56	10. Details Qualifications & Experiences	Indicative Salary Range	We understand that the bidder has to quote an overall Remuneration cost for all the key experts in their financial bid. Therefore, we request the authority to remove the Indicative Salary Range given for all the Key Personnel, as this should be left to the bidders hiring such personnel. Indicative salary range and number of hours proposed is indirectly guiding the bidders to a certain range which will not lead to a health competitive cost recovery	No change in clause
108	Page No 56	15. Office Operations	Office placement of STSU should be in close vicinity of State TB Division at Guwahati and should be finalized with the consent of CTD and State TB Division. The organization/Firm/Entity may charge to CTD for rent, office set up, printer and scanner, office consumables, equipment maintenance etc, and should be part of the financial bids.	Would request the authority to arrange for / provide a space in State TB division office for better coordination.	No change in clause
109	Page no 57& 58	17. Terms of Payment to STSU	e) Balance Payment of the Year: The balance 20% amount of yearly contract value payable to STSU shall be determined based evaluation of performance of STSU against Key Performance Indicators (KPIs)	Please suggest if the Balance payment shall be released along with the 4th Stage payment. Please confirm.	These are repeated questions. Already responded in earlier.
110	Page No 58	17. Terms of Payment to STSU	*Out of Pocket expenditure for outstation travel would be reimbursed by CTD on actual on a quarterly basis, subject to a capping of 15% of the yearly fee. Any outstation travel has to be approved by CTD.	We understand that any outstation travel has to be approved by CTD, therefore it is requested to remove the capping of 15% of the yearly fee.	
111	Page No 61	(B) Indicators for Measurement of Effectiveness of STSU	4. Number of TB Notification (Private Sector) in all 9 WB-project states for the year 5. %Treatment Success Rate (Private Sector)- (1 year previous cohort) in 9 WB-project states for the year.	We appreciate the intent of evaluating the performance of STSU on annual basis based on 6 identified indicators. However, would like to highlight that the indicators 4 & 5 are highly dependent on the Private sector willingness & other external factors, thus, it is requested that these indicators should be removed from the Indicators for Measurement of Effectiveness for STSU	
112	Page No 57	Section 5 – ToR 16. Workshop /Meetings	The organization/Entity/Firm needs to conduct at least four meetings to review performance of STSUs and contracting mechanism along with CTD/NTEP. These meetings may also include consultation or update or capacity building workshop.	We request the authority to kindly indicate the time duration envisaged for conducting four review meetings of STSUs with CTD/NTEP.	

113	Page 78	<p>II. General conditions of the contract</p> <p>C. Obligations of the consultant</p>	<p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p>	<p>We request the authority to kindly modify the clause as:</p> <p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p>	<p>No change in clause</p>
		<p>24. Insurance to be Taken out by the Consultant</p>	<p>241. The insurance coverage against the risks shall be as follows:</p>	<p>We request the authority to kindly modify the clause as:</p>	<p>These are repeated questions. Already responded in earlier.</p>
114	Page 86	<p>III. Special Conditions of the contract</p>	<p>a) Professional liability insurance, with a minimum coverage of equal to the contract value;</p> <p>b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage.</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>a) Professional liability insurance, with a minimum coverage of equal to the contract value;</p> <p>b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the client country.</p> <p>insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the services</p>	<p>These are repeated questions. Already responded in earlier.</p>
115	Page 87	<p>III. Special Conditions of the contract 44.1</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Joint Secretary, Ministry of Health and Family Welfare, Govt. of India.</p> <p>(C) If in case a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Joint Secretary, Ministry of Health and Family Welfare, Govt. of India to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be sole arbitrator for that dispute.</p>	<p>We request the authority to kindly modify the clause as:</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Joint Secretary, Ministry of Health and Family Welfare, Govt. of India. Indian Council of Arbitration (ICA)</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Joint Secretary, Ministry of Health and Family Welfare, Govt. of India Indian Council of Arbitration (ICA) to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>	<p>These are repeated questions. Already responded in earlier.</p>
116	NA	NA		<p>We request the authority to kindly add following clause:</p> <p>The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claim arising out of this Agreement or otherwise relating to the Services.</p>	<p>These are repeated questions. Already responded in earlier.</p>
117	NA	NA		<p>We request the authority to kindly add following clause:</p> <p>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	<p>These are repeated questions. Already responded in earlier.</p>