

F.A.Q.

ANSWERS TO THE QUERIES RAISED AGAINST TENDER TO DEVELOP, IMPLEMENT AND MAINTAIN AN IT TOOL FOR IMPLEMENTING THE PHASE-II OF MNRE RTPV SCHEME AND ARUNACHAL PRADESH GOVERNMENT SCHEMES FOR RTPV INSTALLATIONS IN THE DOMESTIC/RESIDENTIAL CATEGORY, SAP NO: 83358412

| S. No. | REFERENCE OF BIDDING DOCUMENT | | | | BIDDER'S QUERIES | GIZ'S RESPONSE |
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| | Document | Clause No. | Page No. | Details | | |
| 1. | Terms of Reference | Task 2 | 3 | j. The consultant shall also be responsible for hosting the Portal for a period of 4 months after the development of the Portal. | What all costs/activities Consultant need to consider for the 4-month period post deployment? | All the maintenance cost for 4 months. The consultant needs to keep the portal fully functional. |
| 2. | Terms of Reference | Task 2 | 3 | l. Demonstration of key functionalities to the stakeholders such as Discoms, Department of Power, Arunachal Pradesh and get their signoff for initiating security audit | Pls confirm, consultant will NOT bear cost of Security Audit? | Yes, the power department will have to bear the cost of security audit. |
| 3. | Terms of Reference | Task 2 | 3 | n. Support in finalization of Webhosting Requirements | Pls confirm, consultant will NOT bear cost for webhosting and storage (cloud)? | The consultant will have to host the portal until the development is completed, till the handover of the portal. |

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| 4. | Terms of Reference | Task 3 | 4 | a. Physical workshop / trainings are required to be conducted for the officers of Department of Power, Arunachal Pradesh.... | Can consultant assume that the workshop/trainings shall be conducted at the offices of Department and Discom? | Not known. |
| 5. | Terms of Reference | Task 3 | 4 | b. The consultant shall conduct minimum 5 (five) workshops. | Pls confirm if its 5 or 10 total workshops/ Training to be undertaken as deliverables indicate 10 workshops/training? | 5 workshops only. |
| 6. | Terms of Reference | | 5 | Period of assignment: From August 2020 until July 2021. | All Deliverables are expected to complete within 20 Weeks, pls confirm the reason for defining period of assignment till July 2021? Does Consultant need to consider any other work post deployment of web-tool (apart from 10 workshops) till July 2021? | The handover of the portal takes time and that's why the timeline is kept one year for the contract to avoid the extra admin work for contract extensions at later stage. |
| 7. | Terms of Reference | Other specific requirements | 8 | In case there are requirements/request from Government for additional trainings/workshops beyond the estimated 10 workshops, the consultant shall be available for delivering the sessions and managing the workshops. The costing for the additional workshops in regard to the logistics will be borne by GIZ. | Pls confirm if GIZ will consider additional man-days (to be negotiated later) for providing beyond estimated 10 workshops? Also, what is the maximum workshops beyond 10 consultants need to consider? | 5 Workshop to be organized. |

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| 8. | | Additional query | | | <p>It is requested to explicitly state that the scope of work do not cover any costs towards server, hardware, licenses and related costs for the portal and mobile applications.</p> <p>To avoid ambiguity, it may please be clarified that consultants will be responsible only for the development, testing and demonstration of portal on their own servers, or third-party servers. All charges towards final hosting of the portal shall be borne by the SNA / State Discom / GIZ.</p> | <p>The consultant doesn't have to cover any costs towards server, hardware, licenses and related costs for the portal and mobile applications.</p> <p>Charges towards final hosting will be borne by Discom post the handover of the portal.</p> |
| 9. | | Additional query | | | Pls confirm if any Mobile App also need to be developed? | Yes |
| 10. | Bidding Conditions | Bid Submission Deadline | 3 | Financial Proposal | Pls confirm if Financial Proposal is required to be Password Protected? | No |
| 11. | General Terms and Condition for Contract | 1.7 | 1 | Code of conduct | We have our own code of conduct and shall abide by the same. In case the project is awarded to us, given Code of conduct will be accepted after risk clearances are obtained. | Winning company shall get their respective code of conduct reviewed by GIZ before starting the implementation part. It shall be mutually binding by both the parties. |

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| 12. | General Terms and Condition for Contract | 3 | 1 | Rights of use/Documentation on work results | Kindly note that while we agree to the clause, the pre-existing Intellectual Property Right (IPR) of our organization will still be with us. | GIZ will only follow the course of contract and it related and applicable Intellectual Property rights. Scope of IPR can be agreed with winning company before execution of contract. |
| 13. | General Terms and Condition for Contract | 8 | 2 | <p>Termination</p> <p>8.1 GIZ may terminate the contract at any time either wholly or in respect of individual parts of the works or services</p> | <p>Consultant is not allowed to terminate for non-payment of professional fees. We suggest below clause:</p> <p>"The Appraiser/Firm of Consultants may suspend or terminate the Contract, by not less than thirty (30) days in case GIZ does not make the payment to the Appraiser/Firm of Consultants."</p> | Not acceptable, please follow GIZ regulations. |
| 14. | General Terms and Condition for Contract | 8.3 | 2 | <p>Termination</p> <p>The work that has been executed but that GIZ cannot utilize shall be returned to the Contractor at the latter's expense. Insofar as the contract involves rendering services, the services rendered up to the date of termination shall be treated as usable.</p> <p>The right of GIZ to claim damages remains unaffected.</p> | We suggest to kindly delete the sentence " <i>The right of GIZ to claim damages remains unaffected</i> ". | Not acceptable, please follow GIZ regulations |

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| 15. | General Terms and Condition for Contract | 15.2 | 3 | <p>Contractual penalty in each of the cases specified in section 8.4, the Contractor is obliged to pay GIZ a contractual penalty of EUR 25,000 for each commission; however, the penalty payable shall amount to at least the value of the benefit granted. Further rights of GIZ to claim damages shall remain unaffected. However, the contractual penalty shall be deducted from such claims for damages.</p> | <p>We suggest deleting this clause as the penalty would be decided by the court.</p> | <p>Not acceptable, please follow GIZ regulations</p> |
| 16. | General Terms and Condition for Contract | 16 | 3 | <p>Liability The contractual liability of the Contractor is limited to EUR 300,000. If the total contract value exceeds this figure, the Contractor's liability shall be limited to the total contract value. This limitation of liability does not apply in cases of intent or gross negligence on the part of the works/services already executed, to the extent that GIZ can make use of them</p> | <p>We propose that the term "gross negligence" be defined as follows. <i>For the purposes of this contract, "gross negligence" means the Consultant's conduct of so high a degree as to amount to a willful and consciously reckless disregard of agreed professional duty".</i></p> <p>The total liability limit is very high, and we request to kindly cap the liability limit to one time of the total contract value paid per year (instead of higher of EUR 300,000 or total contract value). We request not to provide any exclusions to the limitation of liability.</p> | <p>Not acceptable, please follow GIZ regulations</p> |

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| 17. | General Terms and Condition for Contract | 17 | 3 | <p><u>Applicable law/Place of jurisdiction</u></p> <p>The contract is subject to the laws of the Federal Republic of Germany. The exclusive places of jurisdiction are Bonn and Frankfurt/Main if the Contractor is a merchant or a legal entity or a special fund under public law, or does not have a general place of jurisdiction in the Federal Republic of Germany</p> | <p>Since the scope of work has to be delivered in India and GIZ has office in India, we propose to change the governing law and jurisdiction as India.</p> | <p>Place of Jurisdiction can be agreed on New Delhi, India</p> |
| 18 | Terms of Reference | | | <p>Under '2. Tasks to be performed by the contractor</p> <p>Task 2 (e) The Portal shall have the facility of email and SMS gateway for communicating with various agencies and consumers.</p> | <p>Who will bear the SMS gateway cost?</p> | <p>The consultant has to bear the cost of SMS gateway for the development phase until the handover of the portal.</p> |
| 19 | Terms of Reference | | | <p>Under '2. Tasks to be performed by the contractor</p> <p>Task 2 (j) The consultant shall also be responsible for hosting the Portal for a period of 4 months after the development of the Portal.</p> | <p>It is possible that Department of Power may take time to make necessary hosting arrangement. Hence, the Consultant shall have to make necessary hosting arrangement and host the portal for four months after development. Please confirm our understanding.</p> | <p>Yes, this is right. However, the consultant shall apprise the power department to make these arrangements well in time.</p> |

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| 20 | Terms of Reference | | Under '2. Tasks to be performed by the contractor Task 2 (l) Demonstration of key functionalities to the stakeholders such as Discoms, Department of Power, Arunachal Pradesh and get their signoff for initiating security audit | Is there any Security Audit Agency which is preferred by GIZ? If not, will developer/consultant engage the audit agency by his own? Who will bear the cost? | Security audit has to be executed by the power department. |
| 21 | Terms of Reference | | Under '2. Tasks to be performed by the contractor – Task 2 p. The Portal to be developed for the new scheme shall be integrated with the existing unified portal in the State and both the tools shall be operated under one URL | We request inputs on which software and technology is currently used in developing the existing unified portal in the State. As the TOR requires process flows to be developed for interconnection and subsidy procedures, we request clarity on whether a new application needs to be developed or the existing application needs to be enhanced. | New portal is needed to be developed for the State. The technology of the existing websites isn't known yet. |
| 22 | Terms of Reference | | Under '2. Tasks to be performed by the contractor – Task 3 b. The consultant shall conduct minimum 5 (five) workshops' • Under '2. Tasks to be performed by the contractor – Task 3 Table on Milestone providing Deliverables and Deadlines 10 Workshop/Trainings are conducted for the officers of Department of Power, | Both the points state different number of workshops/trainings to be conducted. We request clarifications on whether quotation shall be submitted considering requirement to conduct 5 workshops/trainings or 10 workshops/trainings. | 5 workshops only. |

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| | | | | <p>Arunachal Pradesh and all the Discoms</p> <ul style="list-style-type: none"> • Under 5. Personnel Concept Other Specific Requirements: <p>In case there are requirements/request from Government for additional trainings/workshops beyond the estimated 10 workshops, the consultant shall be available for delivering the sessions and managing the workshops.</p> | | |
| 23 | Terms of Reference | | | <p>Under '2. Tasks to be performed by the contractor –</p> <p>Task 3 c. The consultant shall also develop multimedia tutorials / videos for training the staff of the distribution licensee/APEDA</p> | <p>We request clarity on the number of multimedia videos required and expected duration of the videos.</p> | <p>Minimum 5 videos. Duration shall be decided by the power dept.</p> |
| 24 | Terms of Reference | | | <p>Under '2. Tasks to be performed by the contractor –Task 3</p> <p>Table on Milestone providing Deliverables and Deadlines</p> <p>Standardized procedure is approved by Discoms and Department of Power, Arunachal Pradesh - 3 weeks</p> <p>Beta version of the Portal - 5 weeks</p> <p>Final Portal is accepted by Department of Power,</p> | <p>As per the Table specifying milestones and timelines the time between procedure approval and development of beta version is only 2 weeks. As beta version development forms the basis of the software, we request that the timeline for development of beta version be changed from 5 weeks to 8 weeks. Consequently, the timeline for final portal acceptance be changed to 12 weeks.</p> | <p>Timelines remain the same. Please prepare your proposal accordingly.</p> |

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| | | | | Arunachal Pradesh and all the Discoms in the State of Arunachal Pradesh – 10 weeks | | |
| 25 | Terms of Reference | | | Under 5. Personnel Concept the Qualification of Expert 1 University qualification (Degree) in Electrical Engineering | We seek relaxation in this criterion. We request that Criteria for Expert 1 with University Qualification (Degree) in Electrical Engineering be relaxed to include Degree in any discipline or equivalent field. | Criteria is relaxed. |
| 26 | Terms of Reference | | | Under 5. Personnel Concept Qualifications of the short-term expert pool: 1 expert with university qualification (degree) in Electrical engineering, 1 expert with university qualification (degree) in IT | We seek relaxation in this criterion. We request that the criteria for 1 expert with university qualification (degree) in Electrical Engineering be relaxed to include degree in any discipline or equivalent field. | Criteria is relaxed. |