

F.A.Q.

**TENDER FOR DEVELOPING UNIFIED SINGLE WINDOW CLEARANCE PORTAL
FOR PROCESSING THE SOLAR ROOFTOP PV APPLICATIONS (USRTPV) IN THE
STATE OF WEST BENGAL, SAP NO. – 83361741**

Sr. No.	Reference of Bidding Document				Bidder's Queries	GIZ'S Response
	Document	Clause No.	Page No.	Details		
1	Terms of Reference	2	3	Task 2 e. The Portal shall have the facility of email and SMS gateway for communicating with various agencies and consumers.	Who will bear the SMS gateway cost?	The Cost of the SMS gateway will be borne by the Discom post the handover of the Portal. The consultant will be responsible for the cost of SMS gateway till the handover of the Portal post the development phase.
2	Terms of Reference	2	3	Task 2 l. Demonstration of key functionalities to the stakeholders such as Discoms, Department of Power, West Bengal and get their signoff for initiating security audit	Is the developer/consultant expected to factor in the cost of engaging the audit agency while submitting the financial proposal to GIZ? Or will it be in DISCOM/SNAs scope?	The cost of security audit is to be borne by the Discom. The consultant must apprise the Discom at inception phase about the security audit process and associated costs.
3	Terms of Reference	2	3	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.	<p>We request inputs on which software and technology is currently used in developing the existing unified portal in the State.</p> <p>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.</p>	<p>The Discom is currently using a web-based application processing tool. The technical details of the existing system aren't known as of now.</p> <p>The consultant shall assess the existing mechanism and suggest modifications in order to streamline the processes and reduce the processing times.</p>

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4	Terms of Reference	2	4	Task 3 c. The consultant shall also develop multimedia tutorials / videos for training the staff of the distribution licensee/SNA	We request clarity on the number of multimedia videos required and expected duration of the videos.	The number of multimedia videos and duration of the videos will be decided by the Discom either at the inception phase or later during the development process.
5	Terms of Reference	5	8	Other Specific Requirements: 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.	In this clause requirement of 10 workshops is specified whereas Task 3b under Capacity Building Workshops specifies 5 workshops. We request clarifications on whether quotation shall be submitted considering requirement to conduct 5 workshops/trainings or 10 workshops/trainings.	The Consultant shall conduct 5 workshops only.
6	Terms of Reference	5	8	Short Term Expert Pool: Education/training (2.6.1): 1 expert with university qualification (degree) in engineering, General professional experience (2.6.3): 1 expert with at least 5 years of experience in the Renewable Energy sector.	We seek relaxation as below: Education/training (2.6.1): 1 expert with university qualification (degree) in any discipline or equivalent field. General professional experience (2.6.3): 1 expert with at least 4 years of experience in the Renewable Energy sector.	The criteria can't be relaxed.
7	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 Consultant need to consider for the 4-month period post deployment?	The consultant shall bear Web hosting charges, SMS Gateway, Regular maintenance costs, Payment Gateway costs

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8	Terms of Reference	Task 2	3	l. Demonstration of key functionalities to the stakeholders such as Discoms, Department of Power, West Bengal and get their signoff for initiating security audit	Please confirm, consultant will NOT bear cost of Security Audit?	The cost of security audit is to be borne by the Discom. The consultant must apprise the Discom at inception phase about the security audit process and associated costs.
9	Terms of Reference	Task 2	3	n. Support in finalization of Webhosting Requirements	Please confirm, consultant will NOT bear cost for web- hosting and storage (cloud)?	The cost of web hosting and storage shall be borne by the consultant until the handover of the Portal.
10	Terms of Reference	Task 2	3	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.	Is there any existing portal with which new tool will be integrated? Please share the web-link for existing portal?	The Discom is currently using a web-based application processing tool. The technical details of the existing system aren't known as of now. The weblink can be found on the website of the Discom.
11	Terms of Reference	Task 3	4	5 Workshop/Trainings are conducted for the officers of Department of Power, West Bengal and all the Discoms	Can consultant assume that the workshop/trainings shall be conducted at the offices of Department and Discom?	The workshops may be conducted in Discom offices or some other venue. The decision will be made by the Discom.
12	Terms of Reference		4	Period of assignment: From September 2020 until August 2021.	All Deliverables are expected to complete within 20 Weeks? Pls confirm the reason for defining period of assignment till August 2021? Does Consultant need to consider any other work post deployment of web-tool (apart from 5 workshops)?	The period of assignment has been kept until August 2021 for reducing our admin work in case there's a requirement for a Contract extension.
					It is requested to explicitly state that the scope of work do not cover any costs towards server,	Kindly refer to the above responses. The same has been clarified.

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13		Additional query			<p>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>	Yes, the final hosting charges of the portal shall be borne by the Discom.
14		Additional query			Pls confirm if any Mobile App also need to be developed?	No, mobile app is not required.
15	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.	GIZ's GTCC & code of conduct shall be applicable. The firm may take necessary clearance internally, but the same should not be objected upon at the time of declaration of winner.
16	General Terms and Condition for Contract	8	2	<p><u>Termination</u></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: "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>	<p>This clause cannot be changed.</p> <p>Also, we don't see the need for cancellation of contract in case of delayed payment (if any). Hence this clause cannot be accepted as well.</p>

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17	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><i>The right of GIZ to claim damages remains unaffected.</i></p>	We suggest to kindly delete the sentence " <i>The right of GIZ to claim damages remains unaffected</i> ".	This clause cannot be changed.
18	General Terms and Condition for Contract	15.2	3	<p>Contractual penalty</p> <p>In each of the cases specified in section 8.4, the Contractor is obliged to pay GIZ a contractual penalty of EUR 25,000 for each commission; however, the penalty payable shall amount to at least the value of the benefit granted. Further rights of GIZ to claim damages shall remain unaffected. However, the contractual penalty shall be deducted from such claims for damages.</p>	We suggest deleting this clause as the penalty would be decided by the court.	This clause cannot be changed.
19	General Terms and Condition for Contract	16	3	<p>Liability</p> <p>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>	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</i>	This clause cannot be changed.

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					<p><i>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>	
20	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>	This is acceptable.
21	Terms of Reference	Task 1, Point (b.),		<p>Development of detailed subsidy procedure for Department of Power, West Bengal and MNRE along with standard forms & formats upon understanding gaps/variations from existing forms/formats and procedures</p>	<p>Please provide clarity whether we will have to take in consideration from department of Non-conventional energy resources also.</p>	<p>As per the guidelines of MNRE, State Discoms are the nodal agency for deployment of solar rooftop in the State. Please consider the department of Non-conventional energy resources in case, is involved in the process.</p>
22	Terms of Reference	Task 1, Point (e.)		<p>The consultant shall take final approval on the standardized procedure from all the Discoms in West Bengal and then the Portal</p>	<ol style="list-style-type: none"> Whether it includes private Discoms also. Does it include 	<p>Yes, private Discoms are also included.</p>

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				shall be developed as per the guidelines/procedures approved by DEPARTMENT OF POWER, WEST BENGAL and MNRE	other Discoms which cater to very small population also.	The assignment includes all the Discoms in the State.
23	Terms of Reference	Task 2, Point #j		The consultant shall also be responsible for hosting the Portal for a period of 4 months after the development of the Portal.	Assuming portal needs to be hosted on consultant's server/ NIC server. In that case, this can only be done if concerned agencies will allow sharing of data for specified duration.	Point noted.
24	Terms of Reference	Task 3, Point #b		The consultant shall conduct minimum 5 (five) workshops	If prevailing situation continues, can it be online/ Virtual workshop?	Yes, the workshops can be delivered online subject to approval from Discom.
25	Terms of Reference	Task 3, Point #c		The consultant shall also develop multimedia tutorials / videos for training the staff of the distribution licensee/APEDA	How does APEDA come into picture?	It's a typographical error. Please ignore. Read West Bengal Discoms instead of APEDA.
26	Terms of Reference	Task 3, Point #c		The consultant shall also develop multimedia tutorials / videos for training the staff of the distribution licensee/APEDA	Assuming its Dept. of Power (West Bengal), Does the Multimedia Tutorials need to be developed in Bengali/Vernacular language	It's a typographical error. Please ignore. Read West Bengal Discoms instead of APEDA. The language will be decided by the Discom.
27	Terms of Reference	Task 2, Point #e		The Portal shall have the facility of email and SMS gateway for communicating with various agencies and consumers.	Who will bear the charges for Gateway?	Please refer to the responses above.
28	Terms of Reference	Task 2, Point #i		Demonstration of key functionalities to the stakeholders such as Discoms, Department of Power, West Bengal and get their signoff for initiating security audit	Is consultant is required to bear the cost of Security Audit. What if there are changes Proposed by Stakeholders after Security Audit, who will bear the charges?	Please refer to the responses above.