## CLARIFICATIONS TO THE PRE-BID QUERIES FOR

## TENDER FOR SELECTION OF FIRM/S FOR PROVIDING CONSULTANCY SERVICES FOR THE REVISION AND PREPARATION OF CPHEEO MANUAL ON WATER SUPPLY, GOVERNMENT OF INDIA, SAP NO: 83361387

Sr. No.	Tender Reference	Provisions as per Tender	Queries / Suggestions / Amendment requests by Bidders	Clarifications by GIZ
1	TOR, Page 8	Milestones and Deadline 'If the Contractor fails to meet the agreed delivery dates and deadlines, then GIZ is entitled, to demand a contractual penalty as specified in the General Terms of Contract'	the expert committee for inputs and feedback. We would like to	Tender conditions prevail. Also refer ToR 2. Tasks to be performed by the contractor, Clause (xi) & (xii)  Refer General Terms of Contract, Clause 15 for all details regarding contractual penalty
2	TOR Page 10, Technical Assessment	'In case of non-issuing of completion certificate, though project is completed, testimonial from the Implementing Agency may be enclosed'	We need understand that testimonial is self-certification by the consultant. Please confirm.	Tender conditions prevail.  Self-certification by the consultant shall not be accepted.
3	TOR Page 14, Costing Requirements	Assignment of Personnel	In regard to the personnel, request you to provide clarity for the following: Will the Team leader, Deputy Team Leader and Technical Experts to be deployed for the entire project period For Short Term Experts please specify the minimum number of input man-months for the engagements. Please confirm.	Please refer 2. Tasks to be performed by the Contractor, clause (vii) & (viii)  The contract with the selected bidder shall be executed as 'contract for works' i.e. the assignment is 'delivery / output based'. The contractor shall be paid (remuneration) based on the acceptance of work results by GIZ / CPHEEO. Due the inherent characteristics of the assignment, the work results (revised manual) will be achieved through a lot of progressive iterative review process and hence it is difficult to quantify the inputs required in order to achieve the work results.
4	6. Bidding Conditions, Page 3,	Tender Timelines	Considering the technical nature of the proposal, detailed formats including assessment grids and to prepare a high quality proposal, we request you to extend the deadline by 3 weeks.  Please confirm	Assessment / evaluation grids will be filled by GIZ only. Tender Timelines & bidding conditions have been updated. Refer to new Bidding conditions & submit the bid accordingly.
5	Terms of Reference 2.Tasks to be performed by the contractor	Reference (iv & v) page No. 5 of ToR	We understand that Soft copy (editable version) of the existing manual would be provided to the consultant. Please clarify.	The existing Manual (in as is form) is available on http://cpheeo.gov.in/
6	Page 16, 7.Requirements on the format of bid	The complete bid shall not exceed 20 pages (excluding CV's & company documents)	We understand that company documents which includes documentary proofs will not be included in 20 pages technical bid. Please confirm.	CV's & company documents which includes documentary proofs will not be included in 20 pages technical bid.

7	5.General terms & conditions of contract 10. Remuneration and terms of payment, page 2		We understand that fees of the experts along with the payment against reimbursable items (on submission of supporting documents) shall be paid to the consultant on monthly basis. Please confirm.	The contract with the winning bidder shall be executed as 'contract for works' i.e. the assignment is 'delivery / output based'. As mentioned in the format for financial proposal, the bidders shall quote an all-inclusive fixed lumpsum price that covers all applicable costs (fees for hiring of personnel, travel expenses, consumable items / other costs, etc.) for completing the assignment. After release of advance payment, the remaining payment (remuneration) shall be paid only upon completion of milestones as mentioned in the ToR, 2. Tasks to be performed by the contractor, page 8. All payments will be released after the approval of the CPHEEO / GIZ considering satisfactory progress of Manual preparation as per the time schedule.  No extra fees, other than fixed lumpsum price, will be paid to the contractor for experts and reimbursable items.
8	6.Bidding conditions Annexure (I) Format Financial Proposal FORM 3: Format for Projected Reimbursable Cost	Airfare • Accommodation • Per diem for staff	It is requested to provide the number of expert committee meetings for which senior short-term experts are to be present physically in the meeting.	Please refer ToR, 5 Costing requirements, Travel
9	1.Terms of Reference (1.6)	The contractor shall be responsible for selecting and steering the experts assigned to perform the advisory tasks	We understand that the expert committee shall be nominated by CPHEEO and GIZ. Please confirm.	The Expert committee shall be constituted by CPHEEO, MoHUA
10	1.Terms of Reference (1.6)	Project management of the contractor The contractor shall make available equipment and supplies (consumables) and assumes the associated operating and administrative costs	We understand that this is not under the scope of work of the consultant. Please clarify.	The cost of equipment and supplies (consumables) and associated operating and administrative costs (e.g. Mobiles, Laptops, Printers, Internet, Stationary, etc.) for use of selected contractor shall be borne by the contractor.
11	The task to be performed by the contractor	Reference clause No.vii page No. 5. Regarding support staff	We understand that the 2 nos of Technical Expert are to be provided for team leader and deputy team leader for support as given in the ToR.  However, as per clause, no vii, support staff is to be provided for the team leader or deputy team leader. Therefore, please clarify whether the support staff will be in addition to 2 No. Technical Experts.	In 2. Task to be performed by the contractor, Clause (vii), kindly read support staff as 'Technical Expert'. Technical Experts shall function as support staff to the Team Leader / Deputy Team Leader.
12	Page no. 11 of 1. Terms of Reference B. Weighted criteria Technical Experience (b)	Experience of preparing DPRs / design & engineering of 24x7 urban water supply projects for two towns (in addition to the above mentioned ten DPRs) and Experience in preparation and implementation of one PPP project in water supply sector	As a project under PPP mode exclusively in Water supply sector in India are very limited. Therefore, it is requested to consider infrastructure project under PPP mode.	Tender conditions prevail.  The technical proposals of only the shortlisted bidders (minimum score of 500 points in the Grid for assessing the eligibility of consulting firms) shall be assessed (evaluated) based on the criteria mentioned in the Grid for the technical assessment of bids enclosed.
13	Page no. 11 of 1. Terms of Reference B. Weighted criteria Technical Experience (e)	Experience of preparing three advisories / guidelines / policies / technical report/ technical manuals / handbooks or similar publication in the field of urban water supply for Government of India / State Government	We understand that technical report includes pre-feasibility, feasibility report and detailed project report. Please confirm.	Technical report does not include pre-feasibility, feasibility report and detailed project report. DPRs shall be reported under 1. Technical experience, a & b.
14	Page No. 3 of General Terms of Contract	Point No. 17 Applicable law/Place of Jurisdiction	We understand that laws shall be applicable as per India. Please confirm	Place of jurisdiction shall be India
15	General Query		It is requested that Force Majeure clause may be added.	Tender conditions prevail

16	General Query	Project Duration	In case of extension of the project, it is requested that increased man month's rate for the extended period may be finalized on mutually agreed basis.	Tender conditions prevail.  The extension scenario may be discussed on mutual basis at the end of the project period in consultation with GIZ & CPHEEO
17	General Query		Draft contract may be provided to the bidder.	Draft contract shall be provided only to the winning bidder
18		At least 3 reference projects in the field of urban water supply and     At least 3 reference projects in India in the last five years	<ul> <li>The project entails upgrade/enhancement of Water Supply Manual that would be used Pan India and will become standard for next 20 years. To develop such manual which is contextual and futuristic, long term national and international experience of the firm should be sought out who have the expertise in providing full gamut of services that holistically covers entire water cycle. The requirement should not only be restricted to last five years and in conventional water supply but should also expand to experience in developing multiple water sources such as surface water, recycled water, harnessed rainwater, along with impact of climate change.</li> <li>Our suggestion is "Submit six national/international projects in last 10 years pertaining to integrated and holistic water resources management in which water supply, treatment, distribution, O&amp;M is a key component and includes development of water resources incorporating impacts of climate change."</li> </ul>	Tender conditions prevail
19	Clause 4 Page 9 of TOR Personnel Concept, Sub Clause II — Technical Assessment B. Weighted Criteria, Sub Clause 1. Technical Expertise	three towns  d) Experience of preparing / implementing three	The objective of Water Supply Manual update is to prepare Indian Water Utilities for meeting the future water challenges pertaining to population growth and climate change, and provide guidance on utilizing technology, digitization, and funding mechanism to secure country's water future by identifying national and international good practices and apply them in India's local context. In that regard, experience in preparing DPR is of restrictive use. Our suggestion is that consultant submits two (02) projects under each category below  a) Preparation of an Integrated Water Resources (IWRM) Plan for a city/town/area  b) Preparation of Water Master and Enterprise Asset Management Plan for a Water Utility including engineering, O&M and management i.e. non-revenue water, energy efficiency, desalination, GIS mapping for water infrastructure, dynamic hydraulic modelling, impact of future climate change, in the field of urban water supply including experience in developing financial sustainability for large water utility and conducting capacity building programme for water utility  a) Experience as PMC in design and implementation of an advanced water treatment plant, wherein on one project should be done in a developed country and at least one treatment plant should have a membrane-based treatment technology  b) Experience in development and implementation of Non-Revenue Water (NRW) Reduction of city with population not less than 100, 000	
			technical report/technical manuals / handbooks or similar publication in the field of urban water supply for Government of	

			India / State Government/International Water Utilities or agencies	
20	Personnel Concept, Sub	National Experience (consultancy projects in the field of urban water supply including conveyance, distribution, treatment technologies, O&M, etc) in five States in India viz. one project in a hilly town, one project in a coastal town and three projects in plains.  International Experience (consultancy projects in the field of urban water supply including conveyance, distribution, treatment technologies, O&M, etc) in three foreign countries).	future. Our suggestion is to modify this condition as:	Tender conditions prevail
21	Personnel Concept, Sub Clause II – Technical Assessment Team Leader (2.1),	<ul> <li>General professional experience (2.1.3): Overall 25 years of professional experience in the Urban Infrastructure sector</li> <li>5 years of management/ leadership experience as project team leader or manager in a company / Government Department (e.g. retired senior level Engineer like Superintending Engineer or equivalent or above)</li> </ul>		Tender conditions prevail Assessment will be done as per the Grid for the technical assessment of bids The optimal qualifications are given in the ToRs (corresponds to 10 points in the technical assessment). Points are deducted if the proposed personnel have a lower level of qualifications than required in the ToR.
22	Personnel Concept, Sub Clause II – Technical Assessment Deputy Team Leader (2.2)	• Leadership/management experience (2.2.5): 3	<ul> <li>Please confirm if the proposed personnel do not have the experience of working in Government Department, the proposed person will receive lower marks while compared with the person</li> </ul>	Tender conditions prevail  Assessment will be done as per the Grid for the technical assessment of bids
23	Clause 4 Page 9 of TOR Personnel Concept, Sub Clause II — Technical Assessment Technical Experts (2 Nos.) (2.3) Qualifications of technical experts	General professional experience (2.3.3): each expert having 6 years of professional experience in the Urban Infrastructure sector	<ul> <li>We understand that the English language proficiency is critical for such work, wherein the Technical Experts will provide necessary input during preparation of manual and will interact with stakeholders at various times. However, the point states that there is no language preference. Is that correct, kindly clarify</li> <li>We understand that the technical expert will help develop the base information &amp; data collection along with data analyses. We propose that for such an important position, the appropriate experience should be at least 10 years.</li> <li>We propose that the specific professional experience in water sector should be at least 5 years.</li> </ul>	Tender conditions prevail

24	Clause 4 Page 9 of TOR Personnel Concept, Sub Clause II – Technical Assessment Pool of Senior Short-term Experts (6 Nos.) (2.6)		<ul> <li>We understand that the English language proficiency is critical for Short Term Experts, wherein such STC will require to interact with stakeholders on various occasions and platforms. The point states that there is no language preference. Is that correct, kindly clarify.</li> <li>We propose that the three international experts should be from developed country, so that such experts an bring in the global international expertise as well as wider international exposure with lessons learned while developing this manual.</li> </ul>	Tender conditions prevail
25	Clause 7 Page 16 of TOR Requirements on the format of the bid Covering Letter & Profile of Organization		Please clarify if the covering letter & profile of organization are excluded from the 20 pages limit for the technical bid.	The covering letter & profile of organization are excluded from the 20 pages limit for the technical bid.
26	Clause 7 Page 16 of TOR Requirements on the format of the bid Company Documents	The complete bid shall not exceed 20 pages (excluding CV's & company documents). All documents which need to be submitted as per the grid for assessing the eligibility of firms shall fall under company documents. The 20 pages technical bid shall be a different document & CV's shall be separate		The profile of the organization, CVs, company documents and the 20-page technical bid all shall be clearly segregated with an overall covering letter for easy identification and evaluation by GIZ.
27	Clause 9 Page 2 of General Terms of Contract General Terms of Contract governing the delivery of works and services commissioned by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (local)	Contractor undertakes to purchase sufficient insurance cover for itself and for the personnel it assigns to the project. The Contractor must	We understand that the intention is that insurance requirements comply with applicable law.  Health requirements and exclusion of liability.  Contractors are responsible for ensuring that they and the personnel assigned by them to the project satisfy the health requirements for work in the country of assignment. The Contractor shall ensure that the necessary inoculations are obtained. GIZ disclaims any liability for property damage, sickness, personal injury or death in respect of the Contractor and the personnel assigned by the Contractor to the project. The Contractor undertakes to purchase sufficient insurance cover as per applicable law for itself and for the personnel it assigns to the project. The Contractor must provide certificate of insurance from its insurers as documentary evidence of compliance with this requirement if requested by GIZ. GIZ will not reimburse the Contractor for the cost of taking out health, life and accident insurance.	
28	Clause 5 Page 3 of Bidding Conditions Bid submissions guidelines	The deadline for submission of proposal is: 8th October 2020	Kindly extend the submission date at least by 4 weeks	Tender Timelines & bidding conditions have been updated. Refer to new Bidding conditions & submit the bid accordingly.

29	Clause 1.4 Page 1 General Terms of Contract - Confidentiality	Contractors shall treat all commission-related data and other information of which they become aware when implementing the commission as confidential, both during and beyond the term of the contract. The use of such data and information for the Contractor's own purposes is not permitted.  Contractors shall not allow third parties to access documentation or work results of any kind, in particular reports, without the prior written consent of GIZ. For the purposes of this clause, the term 'third parties' includes the ultimate commissioning party.	We request that the following be added as exceptions to the confidentiality clause which are industry standard.  Information which is or becomes generally available to the public, other than as a result of a breach of confidentiality by Contractor.  Information which was already known to Contractor on a nonconfidential basis prior to being furnished to Jacobs or was developed by Jacobs independently of any disclosure by GIZ  Information which becomes available to Contractor on a nonconfidential basis from a source other than GIZ.  Information which Contractor is required to disclose under applicable law of a country or by order of a competent court.	Tender conditions prevail
30	Clause 7 Page 2 Obligation to provide information	GIZ is entitled to review at any time the progress and results achieved during the implementation of the commission. The Contractor shall ensure that the documents necessary in this regard are available at all times and shall provide the information required. At the request of GIZ, the Contractor shall also furnish information to third parties and facilitate and cooperate appropriately with any inspections.	Please clarify and confirm that other than CPHEEO there are no intended third parties to whom information is requires to be provided. We request that CPHEEO should be named in the terms as the third party to avoid ambiguity and also to confirm the extent of the operation of the clause.	kind, in particular reports, without the prior written consent of
31	Clause 15 Page 3 Contractual penalty	15.1 If the Contractor fails to meet the agreed delivery dates and deadlines, or to deliver the work within the period of grace set by GIZ, then GIZ is entitled, as soon as the period of grace has expired, to demand a contractual penalty of 1% of the remuneration for each week that begins after expiry of the set period of grace; however, the contractual penalty shall not exceed a total of 10% of the remuneration.  15.2 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.	Under clause 15.1, we request the cap on penalty for delay should be made 5% of the remuneration paid. Further, we request the inclusion of the following sentence to conclude the clause.  "For delay, the aforementioned penalty shall be the sole and exclusive remedy of GIZ under this contract."  We request the deletion of the sentence "Further rights of GIZ to claim damages shall remain unaffected." under clause 15.2.  Please confirm that the penalty as mentioned under clause 15.2 shall be the only penalty leviable under this contract.	Tender conditions prevail  Clause 15 (complete) on Contractual Penalty shall prevail
32	Clause 16 Page 3 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 Contractor. Furthermore, it does not apply to loss of life, bodily injury or damage to health.	We request that this clause should be revised as follows: Notwithstanding anything to the contrary stated elsewhere under this contract, the total contractual liability of the Contractor is limited to EUR 300,000 in the aggregate, howsoever caused. 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 Contractor. Furthermore, it does not apply to loss of life, bodily injury or damage to health.	Tender conditions prevail

33	Clause 16 Page 3 – add new para Liability	Consequential losses have not been covered under the liability clause.	Consequential losses need to waive under the contract; hence we request the inclusion of the following para as second para to the liability clause.  "Notwithstanding anything in this contract to the contrary in no event shall Contractor be liable for any direct damages for loss of profit, loss of production, loss of contracts or for any financial loss or for any special, indirect or consequential loss or damages including without limitation damages for loss of profit, loss of production, loss of contracts or for any financial loss howsoever caused including without limitation the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence) breach of duty, strict liability or otherwise and whether a claim is based on contract, tort, at law, in equity, or otherwise."	Tender conditions prevail
34	Clause 16 Page 3 – add new para Liability	Standard of care and liability for defective services in not clarified under the contract.	We propose that the following clause should be included as the third para on the liability clause to clarify the position of standard of care and liability for defective services.  Contractor warrants to GIZ that the Services will be performed in accordance with generally accepted standards in the industry. In the event that any of Contractor's Services are found to be deficient within the six (6) month period following completion of the Services, Contractor, upon written notification from GIZ will provide additional engineering services necessary to correct the deficiency in its Services, the cost of such services being borne by the Contractor up to a maximum of the total fee due, but Contractor shall have no other liability therefor or in connection therewith including but not limited to costs and expenses related to repair, replacement, addition or deletion of materials, facilities or equipment.	Tender conditions prevail
			Except as expressly provided for above, Contractor makes no other warranties or guarantees express or implied in respect of or in connection with the Services. Implied warranties of fitness for a particular purpose and merchantability/satisfactory quality are hereby specifically excluded."	
35	Clause 17 Page 3 Applicable law/Place of jurisdiction		We propose that the contract since it is being executed in India for CPHEEO, should be governed by laws of India and courts in India should have jurisdiction over it.	Place of Jurisdiction shall be India

36	Terms of Contract General Terms of Contract governing the delivery of works	obtained. GIZ disclaims any liability for property	Health requirements and exclusion of liability.  Contractors are responsible for ensuring that they and the personnel assigned by them to the project satisfy the health requirements for work in the country of assignment. The Contractor shall ensure that the necessary inoculations are obtained. GIZ disclaims any liability for property damage, sickness, personal injury or death in respect of the Contractor and the personnel	Tender conditions prevail
37	Terms of Reference 2.Tasks to be performed by the contractor, page 8	Period of assignment: From 1st October 2020 until 30 <sup>th</sup> November 2021		Period of assignment: From November 2020 until 30 <sup>th</sup> November 2021
38	Bidding Conditions Annexure (I) Format Financial Proposal FORM 2: FORMAT FOR STAFF INPUTS AND FEE RATES	No. Of Days Daily Fee Rate in INR Total Fee (No. Days x Fee)		Day is replaced by 'Months' in FORM 2: FORMAT FOR STAFF INPUTS AND FEE RATES No. Of Months Monthly Fee Rate in INR Total Fee (No. of Months x Fee)

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