

## Questions and answers

### Procurement for external evaluation "Final Programme impact evaluation"

last updated on: 07.03.2022

| # | Date of inquiry | Question  | Answer  | Date of answer |
|---|-----------------|---|---|----------------|
| 1 | 28.02.2022      | Would you be able to share the questionnaires used in the midterm evaluation. As far as we can see these are not included in the reporting of the midterm evaluation?   | Yes, the questionnaires used in the midterm evaluation will be available for the contracted evaluator.  | 02.03.2022     |
| 2 | 28.02.2022      | It follows from the draft contract §9, that “... <i>The Contractor is liable - without prejudice to § 8 (3) - for culpable breaches of duty...</i> ”. In previous projects for IS.BH the final contract terms has typically included a cap on Contractors liability equal to 1 times the agreed contract fee. We kindly ask you to include a similar liability cap for this project. Furthermore, and given that the contract is subject to the substantive laws of Germany, we kindly ask you to specify the duration of the liability period as well as Contractors responsibility for indirect and consequential losses, which are unknown | The contractor is liable to the client for intent and gross negligence in according to the legal regulations. The same applies to damage from injury to life, body or health caused by negligence. In the case of negligently caused damage to property and pecuniary loss, the company is only liable in the event of a breach of an essential | 04.03.2022     |

## Questions and answers

Procurement for external evaluation "Final Programme impact evaluation"

last updated on: 07.03.2022

| # | Date of inquiry | Question   | Answer  | Date of answer |
|---|-----------------|--|---|----------------|
|   |                 | to us. On this background we encourage you to insert the liability period and responsibility for indirect and consequential losses directly in the contract if at all possible, e.g. with a wording along these lines: <i>“Contractors liability ends no later than [*] [years/months] after completion of the services. Neither party shall be liable for consequential loss or other indirect loss, including but not limited to loss of profits”</i> .  | contractual obligation, but limited to the damage that was foreseeable and for contract typical damage at the time the contract was concluded. Significant contractual obligations are those whose fulfillment characterizes the contract and on which the client may rely. |                |
| 3 | 28.02.2022      | It follows from the draft contract § 15(2), that <i>“...Upon request of the IB.SH, after the execution of the contract, the documents handed over to the Contractor shall be issued or destroyed, and the destruction must be confirmed in writing...”</i> . We kindly ask you to confirm that the return and/or destroy obligation does not encompass information which has been the subject of Contractors back-up routines in accordance with industry practice, given (i) that the purpose of such back-ups is to ensure a disaster recovery (if any), and (ii) that information contained in such automated backups is not readily available. Files and information being the subject of automated back-up/archiving (“inadvertently retained files”), will obviously be subject to the confidentiality obligations also after the termination of the contract. | This is a revision specification that the IB.SH must adhere to. Against this background, we cannot make any adjustments to Section § 15. Thank you in advance for your understanding.   | 04.03.2022     |

## Questions and answers

Procurement for external evaluation "Final Programme impact evaluation"

last updated on: 07.03.2022

| # | Date of inquiry | Question  | Answer  | Date of answer |
|---|-----------------|---|---|----------------|
| 4 | 28.02.2022      | <p>It follows from the draft contract § 15(1), that "...The Contractor expressly assures IB.SH that it complies with all obligations under the Minimum Wage Act (MiLoG) and that any of its subcontractors and any subcontractors commissioned by them in the course of the execution of this contract also comply with MiLoG requirements...". Not knowing the particulars of this German legislation, nor knowing the applicability of this legislation vis-à-vis Contractors based in countries outside of Germany, we kindly ask you to inform whether the Minimum Wage Act applies for Contractors residing outside of Germany, using staff similarly based outside of Germany. Have you considered amending the clause to refer to (i) MiLoG and/or (ii) mandatory legislation that applies for the Contractor in question?</p> | <p>The Minimum Wage Act applies as soon as the service is provided in Germany. If a participation in meetings, workshops and presentations takes place in Germany, the minimum wage law applies and must be complied with. Against this background, we cannot make any adjustments to the contract for legal reasons.</p> | 04.03.2022     |

## Questions and answers

Procurement for external evaluation "Final Programme impact evaluation"

last updated on: 07.03.2022

| # | Date of inquiry | Question   | Answer  | Date of answer |
|---|-----------------|--|---|----------------|
| 5 | 04.03.2022      | <p>In the requirements you have stated that we need to provide a statement on meeting schedule of tasks and on sufficient human resources.</p> <ol style="list-style-type: none"><li>1. Could you please let us know if any proof is needed for this point?</li><li>2. Could you please let us know if there is any template regarding it?</li></ol> | <p>No specific proof is needed and there is no standard template to fill out. The evaluator can formulate in its own way the statement confirming its ability and commitment to meet the schedule of tasks and deliverables, as set in the call for tender, and that human resources will in this respect be made available in sufficient capacity. This statement should be submitted as part of the tender.</p> | 07.03.2022     |
|   |                 |  |   |                |