

Reply to Queries of PRE BID CONFERENCE for Engagement of SESMRC consultant held on 8/1/2013

Sl No	Clause No/ Page No	Query	DFCC reply
1	page No.26, of Data sheet Clause No.14.1.2	What is the distribution of man months among the required key Professional staff?	The distribution/break-up of man-month for each key expert will not be provided. The consultant should be able to estimate the time input required for the assignment by each staff.
2		What is the present status of works relating to R&R? Any construction contract has been awarded?	Land acquisition of 1315 Ha out of 1320 Ha has already been completed and Land compensation of Rs 390 crores out of award of Rs 462 crores has been disbursed. SIA, EIA, RAP and EMP have also been finalized. NGOs for implementation of RAP in three different packages have been hired and R&R work is progressing accordingly. Construction contract has been awarded in January'2013.
3		What is the budget for the assignment? Is there an upper ceiling?	There is no ceiling for the assignment budget.
4		What is the stage/mode of payment of Consultant's fees? We suggest that the mode of payment should be linked to submission of various reports.	Payment schedule has already been advised as per Clause 41.2 of the SCC. Payment is linked to submission and acceptance of Quarterly reports and payment shall be made quarterly.
5		Please clarify whether the environmental and social reports are to be submitted separately or a combined report will be submitted at the end of each quarter?	Separate reports for Social and Environmental Safeguards are acceptable. However, it is preferable that a combined report for the complete quarter for the works mentioned in TOR is submitted to the Client.
6	Clause 4 under Section7: Terms of Reference,	The assignment period for the Consultant is for 4 years which would run concurrently with the physical progress of the work of the construction agencies for a stretch of 343 Km. The services of the consultant thus would continue till physical completion of the work by the construction agencies (Engaged/yet to be Engaged). For smooth execution of work,	<p>a) No price adjustment provision to remuneration rates is prescribed.</p> <p>b) This work is for a period of four years irrespective of completion of physical work in the field.</p> <p>c) No advance payment is prescribed. Payment shall be as per the payment schedule specified in 41.2 of SCC.</p>

the construction agencies are mainly required to be provided with the land free from encumbrances, clearance from the Forest Departments (cutting of trees) and acquisition of land (wherever required). As experienced all these factors are very time consuming and there is no guarantee that physical completion of the work would get completed within the scheduled period of 48 months.

In the light of the above, the following provisions are likely to implicate financial hardship to the Consultant engaged while carrying out the job:

- a). No price adjustment to remuneration rates – refer clause 16.2 of ITC to be read in conjunction with Data sheet:
- b). Reimbursement of additional cost in case of time over run – Clause 17.8 & 17.9 of GCC and
- c). Mode of billing and payment Terms – to refer clause 41.2.2 of GCC as modified by SCC.

In respect of serial a) above, price escalation@ 10% may be considered after a gap of every 18 months period to overcome the effect of inflation as is continuing unabated for the last two decade so as to enable the Firm to provide reasonable increment to the employees engaged in the job.

In the case of serial b) above, there is hardly any scope for the Consultant to prolong the completion period and completion of the work on the para of the

		<p>Consultants is dependent on physical completion of work by another agency the control of which does not lie with the Consultant. As such, the wordings of the clauses 17.8 & 17.9 may be simplified and a specific parameter may be laid down for payment to the Consultant to avoid any scope of dispute and for settlement under condition 44 or 45. Man months shall be enhanced as per the project requirement in case of extension of construction period over 48 months. Lastly, the mode of payment is also dependent on the physical progress of the work by the Construction agency and there is no provision in case the period is extended beyond 4 years. Further, in the absence of any advance payment and on submission of Inception Report, the likely date of getting first payment is too long a period. To minimize any financial hardship, either a provision be made for advance payment subject to furnishing a prescribed Bank Guarantee Bond or percentage payment break up as provided in SCC against clause 41.2 of GCC may be revised to cater for payment on submission of Inception Report.</p>	
7 a	<p>Clause 16.3 and Clause 25 of Instruction to Consultants and Data Sheet (Section 2) and SCC provided against clause 38.1 & 39 of GCC.</p>	<p>Reference Taxes either to be absorbed the consultant or to be reimbursed by the Client is appearing in too many places.</p>	<p>Clause 16.3 of ITC and Data Sheet and Clause 38.1 and 39 of GCC are for the purpose of contract wherein only service tax shall be paid extra to the contractor and all other taxes should be incorporated by the bidder in its quote. Clause 25.1 of the data sheet defines the process on consideration of various taxes for the purpose of evaluation of different bids. However, it is reiterated that all taxes except service tax shall be borne by the bidders.</p>

7 b	Clause 32. F) of GCC	Reference to SCC is appearing in clause 32. F) of GCC but there is no provision of this clause in SCC.	Please refer Addendum No.3
8	Appendix D (Form of Advance Payment Guarantee)	Reference to Appendix D (Form of Advance Payment Guarantee) is provided in the Form of Contract (Page no.68), but Appendix D is not enclosed along with the bid document presumably in view of the provision in SCC against clause 41.2.1 of GCC.	Please refer Addendum No.3
9	Clause 16 of GCC	Clause 16 of GCC is considered to be superfluous since variation in the scope of this type of consultancy agreement does not take place and there is no such scope as well.	This is standard phrase for modification/variation in General Condition of Contract.
10	The qualification criteria for Team Leader position as mentioned in clause 3.0 OF Section 7:	Terms of Reference shall be modified to include Phd./M.Tech degree holders in Civil Engineering/ Transportation Engineering/relevant fields with experience in implementation, monitoring and evaluation of linear projects including monitoring experience for EIA or SIA. As such Team Leader/ Experts in Environmental and Social Sciences together are hardly available.	The minimum and desirable educational qualifications for the team leader as included in RFP is considered adequate and change proposed is not agreed to.
11	clause 3.0 of section 7: Terms of Reference for Social Safeguard Specialist and Environmental Safeguard Specialist	The minimum experience requirement as mentioned in clause 3.0 of section 7: Terms of Reference for Social Safeguard Specialist and Environmental Safeguard Specialist shall be reduced to 5 years.	Please refer Addendum No.3

12		Copy of Resettlement Action Plan, Entitlement Matrix, Alignment and Environment Management Plan shall be provided at the earliest to facilitate preparation of Proposals.	Copy of RAP, Entitlement matrix, Alignment and EMP is available on DFCC website at the following address: a) RAP, Entitlement Matrix, & EMP available on http://dfccil.org/DFCC/Public%20Notices/PublicNotices under the Heading Social and Environment management (Entitlement Matrix is under Policy and RAP and EMP are under APL-1). The bidder should also refer to both RAP for Khurja-Bhaupur and Kaurara-Chamrola. Besides the same has also been emailed to all the bidders. b) Alignment for APL-1 has been emailed to all shortlisted consultants.
13	Para 3.0, page 60	In similar type of projects Social and Environmental components are distinctly separate and as such are normally led by Social and Environmental Experts separately. Since the two disciplines are combined in this project, the Consultants requests to the Client, keeping in view the facts, may please review the Experience Requirement of the Team Leader for the project.	The provisions of RFP have been reviewed and are found to be adequate. No change is proposed.
14	Para 3.0, page 60 Experience requirement of Experts	The Consultants request that design experience (preparation of SIA/EIA) for large infrastructure projects, which are linear, may also be considered as relevant experience of the Experts. This may kindly be accepted and confirmed.	The provisions of RFP have been reviewed and are found to be adequate. No change is proposed.
15	Clause 21.1 of the Data Sheet (page no 28) and Clause 3 of Section 3 (page 61)	Key Experts qualification and competence for the assignment And Consultant Qualifications and Study Team The position name of Data Sheet page no. 28 are not same as mentioned in Clause 3 of ToR, page no. 60.	Please refer Addendum No.3

16	Additional Point Consultant's Experience for Qualification	The Consultant understands that the EIA/SIA preparation, monitoring and evaluation work undertaken as a part of the comprehensive services such as DPR preparation, bid documents, contract management, PMC services etc. for large infrastructure projects, which are linear, would qualify as relevant experience for this project. Please confirm	No, Experience is required in implementation, monitoring, Evaluation and reporting of Social and Environmental Safeguards Policy of multilateral funding agencies like World Bank, JICA, ADB, USAID etc.
17	Section 3 Technical Proposal- Standard Forms, Checklist, page 30 Checklist of Required Forms	The Checklist given in the RFP, the column illustrating "Page Limit" is blank. Therefore it is requested to kindly clarify, if there is any limitation of pages.	No page limit is proposed.
18	Clause 14.1.2 of Data Sheet, page 26	Man Days of Key Experts Estimated input of Key Experts' as stipulated in the RFP is 1280 Person Days. However no break-up of input for various Key Experts is indicated in the RFP. It is requested from client to please provide the may-day breakup for each of the Key Expert to maintain the uniformity in the financial proposal for the Consultants.	Please refer reply to query no.1.
19	Clause 10.2, page 25	Statement of Undertaking As per Clause 10.2 of the Data Sheet, the Consultant shall submit Statement of Undertaking. It is requested from Client to please provide the format for Statement of Undertaking.	No format is prescribed. The bidder may give undertaking to this effect on letter head of the company duly signed by Authorized Signatory.

20	Form Tech-6, page 38	<p>Remuneration</p> <p>In the foot note of Form Tech-6 on page 38 of the RFP, it is stated that one (1) month equals to twenty two (22) working (billable) days. It is requested to kindly review the clause in view of the fact that the Consultants will have to pay to the professionals for the presence at site for full 30 days of the month.</p>	Considering 22 working billable days is standard practice and shall not be changed.
21	Section 7 of ToR Page 62	<p>Training and Orientation Workshops</p> <p>The consultant is expected to conduct Training and Orientation Workshops, at least once in a year</p> <p>In this regard, it is requested to please clarify the following points since it will have financial implication:</p> <ul style="list-style-type: none"> a) Workshop duration b) How many participants will participate in the training workshop <p>The Consultants will cater for Venue, Snacks/Lunch and Training materials for participants or the Client will provide the same.</p>	Please refer Addendum No.3.
22	Additional Point	<p>Establishment of Consultant's office at site</p> <p>It is requested to confirm that the Consultant is required to establish an office at site at locations suitable for monitoring the contractor's adherence to the Social and Environmental Mitigations Plans as already documented.</p>	Please refer Addendum No.3.

23	Clause 28.1 of GCC, page 80-81	<p>Equipment, Vehicles and Materials</p> <p>The equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client shall be the property of Client.</p> <p>It is requested to please clarify whether or not equipment/vehicles at site will be provided by the Client, so that the financial proposal is framed accordingly.</p>	<p>The consultant should plan for its own equipment/Vehicle at site. However, clause 28.1 of GCC still remains true for any equipment/vehicle/material made available by the Client or purchased by the Consultant wholly or partly with funds provided by the Client.</p>
24	Clause 42.2.1 of SCC, page 91	<p>Advance Payment</p> <p>No advance payment shall be provided to the Consultant.</p> <p>It is requested to kindly consider payment of advance on mobilization of Work Team at site by the Consultant.</p>	<p>The provisions of RFP have been reviewed and are found to be adequate. No advance payment is proposed.</p>
25	Additional point	<p>Extension of Time</p> <p>Keeping in view of the receipt of the clarifications from the Client, it is requested that a minimum period of two weeks be given after the issue of the Minutes of the Pre-Bid Conference and related Clarifications on the RFP.</p>	<p>Please refer Addendum No.3.</p>
26	Instruction to Consultants E. Data Sheet (Pg 24) 2.4	<p>In what manner shall the project documents be shared with the consultants?</p>	<p>Please refer reply to Query No.12.</p>
27	Form TECH 2, B. Consultant's experience (Pg 33)	<p>defines similar assignments – <u>consultancy services for implementation and monitoring of RAP of highways, roadways and linear projects</u> may please be modified to include implementation and monitoring of EMP.</p>	<p>Please refer Addendum No.3.</p>

28	3.0 Consultant Qualification and Study Team (Pg 60-61):	<p>We request that the minimum experience of the social safeguards specialist and environment safeguards specialist be modified to 6 years. We feel that the current experience requirements of 12 years for Senior Safeguards Specialists and 10 years for Safeguards specialists is almost similar.</p>	Please refer Addendum No.3.																												
29		<p>The personnel inputs suggested in the data sheet is for 1280 person days. Based on our appreciation of the work requirements, we suggest the following breakup of inputs for the key personnel.</p> <table border="1" data-bbox="573 667 1163 1471"> <thead> <tr> <th data-bbox="573 667 632 824">S. No</th> <th data-bbox="632 667 821 824">Expert</th> <th data-bbox="821 667 1016 824">Inputs (days x quarters)</th> <th data-bbox="1016 667 1163 824">Key personnel inputs (person day)</th> </tr> </thead> <tbody> <tr> <td data-bbox="573 824 632 982">1</td> <td data-bbox="632 824 821 982">Team leader</td> <td data-bbox="821 824 1016 982">12 days *16 quarters + 32 days for coordinating role</td> <td data-bbox="1016 824 1163 982">224</td> </tr> <tr> <td data-bbox="573 982 632 1140">2</td> <td data-bbox="632 982 821 1140">Senior Environment safeguards specialist (Dy team leader)</td> <td data-bbox="821 982 1016 1140">12 days *16 quarters</td> <td data-bbox="1016 982 1163 1140">192</td> </tr> <tr> <td data-bbox="573 1140 632 1232">3</td> <td data-bbox="632 1140 821 1232">Senior Social Safeguards Specialist</td> <td data-bbox="821 1140 1016 1232">12 days *16 quarters</td> <td data-bbox="1016 1140 1163 1232">192</td> </tr> <tr> <td data-bbox="573 1232 632 1336">4</td> <td data-bbox="632 1232 821 1336">Social safeguards specialist</td> <td data-bbox="821 1232 1016 1336">21 days *16 quarters</td> <td data-bbox="1016 1232 1163 1336">336</td> </tr> <tr> <td data-bbox="573 1336 632 1440">5</td> <td data-bbox="632 1336 821 1440">Environment safeguards specialist</td> <td data-bbox="821 1336 1016 1440">21 days *16 quarters</td> <td data-bbox="1016 1336 1163 1440">336</td> </tr> <tr> <td data-bbox="573 1440 632 1471"></td> <td data-bbox="632 1440 821 1471"></td> <td data-bbox="821 1440 1016 1471">Total</td> <td data-bbox="1016 1440 1163 1471">1280</td> </tr> </tbody> </table>	S. No	Expert	Inputs (days x quarters)	Key personnel inputs (person day)	1	Team leader	12 days *16 quarters + 32 days for coordinating role	224	2	Senior Environment safeguards specialist (Dy team leader)	12 days *16 quarters	192	3	Senior Social Safeguards Specialist	12 days *16 quarters	192	4	Social safeguards specialist	21 days *16 quarters	336	5	Environment safeguards specialist	21 days *16 quarters	336			Total	1280	Please refer reply to Query No.1.
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30		We request that the Senior Social Safeguards specialist be proposed as the Deputy Team Leader.	Please refer Addendum No.3.
31		We request for modification of the payment schedule (Pg 91) as follows: <ol style="list-style-type: none">1. On submission and acceptance of the Inception Report – 4%,2. On submission of quarterly reports 1 to 15 – 6%,3. Final payment - after satisfactory completion of the work, but not later than 2 months after expiry of 4 Years Contract period & completion of work whichever is later.	The provisions of RFP have been reviewed and are found to be adequate. No change is proposed.