

**REPLY TO QUERIES TO PRE-PROPOSAL CONFERENCE FOR ENGAGING OF SESMRC CONSULTANT OF BHAUPUR-
MUGHALSARAI SECTION OF EDFC PROJECT held on 04.02.2014**

Sl. No.	Clause No./ Page No.	Query	DFCC Reply
1	ITC, Clause 2.4 of Data Sheet	It would be appreciated if the client can share some preliminary project (screening documents) reports for reference to understand the actual environmental and social scenario of the site	RAP & EMP for APL-2 are available on DFCCIL website at the following address under the Heading APL-2- Mughalsarai Bhaupur Section: http://dfccil.org/dfccil_app/Social.jsp . Copy of the RAP and EMP for APL-2 is also being e-mailed to all shortlisted consultants.
2	ITC, Clause 14.1.2 of Data Sheet	Estimate of aggregate person days is given. Whether the person days equally distributed among Key Experts? If not, please specify the individual person days of Key Experts.	The Distribution/breakup of man-month for each key expert will not be provided. The consultant may estimate the time input required for the assignment by each key expert. The time estimate is provided is only for guidance, the consultant is expected to estimate time required to deliver outputs listed in the ToR.
3	Sec.2 of TOR	a. Resettlement Action Plan and Land Acquisition: Please refer point (i): Indicates to randomly verify the processes followed in determining the compensation and Point (xi) indicates to carry out Random sample check at field level to assess LA/R&R etc. Whether the random verification/checking are to be carried out on a specific set of sample population? If yes, the proportion of sample population (sample size) to be covered shall be specified.	As per 2.0 a (i) & (xi) of TOR, the consultant has to randomly verify the process followed in determining the compensation and assess whether land acquisition/resettlement/social program objectives have generally been met. Random stratified sampling is required. Once village is selected the review would use both quantitative and qualitative methods. Refer to the ToR. Please also refer to Addendum No 3.
4	Sec.4 of TOR (Output and time lines)	Training and orientation workshop under section 4. It is indicated as Training arrangements will be done by the consultant. It may please be clarified whether the cost is reimbursable under the ITC clause reference 16.1?	This is a lump-sum contract & cost of training & orientation workshop will not be reimbursed separately.

5	Sec.3	It is requested to provide the total estimated persons-months required under the assignment to keep all the competing firms on the same platform.	The estimated input of Key Experts' Time has been indicated vide Para 14.1.2 of Data Sheet (Page 29 of RFP)
6	P-36, Sec.B (Form Tech 2)	It is requested that the minimum experience of the Firm under 'List of previous assignments successfully completed in last 7 years' may be extended/relaxed upto minimum 10-12 years.	The provision of RFP has been reviewed and is found to be adequate. No change is proposed.
7	P-55-56, Sec.2	Kindly confirm the tentative sample size of PAHs (in percent) to be covered for carrying out random sample check of the affected HHs in the field.	Please refer reply to query no 3 and Addendum- 3.
8	P-62, Sec.4 (output and timelines)	Kindly confirm whether the environmental and social reports are to be submitted separately or will combined report addressing environment and social safeguards under different sections will suffice the requirement.	Separate reports for Social and Environmental Safeguards are acceptable. However, it is preferable that a combined report for the works mentioned in TOR is submitted to the Client.
9	P-90. Refer Sec. 24.11	Under Professional Liability insurances, 'with minimum coverage equal to contract value'. We understand that the coverage is equal to be contract value. Kindly confirm.	The minimum coverage under professional liability insurance should be equal to contract amount in INR currency.
10	P-29, Clause No 14.1.2 of Date Sheet	Estimated input of Key experts is 1461 person days: Total man months given is inadequate considering the scope of work & extent of route length. Duration of services is for 4 years and to justify uninterrupted services at site for monitoring of environment and social safeguards, at least 44 months for each experts should be provided against 13.	Estimated input of Key experts' time has been provided. The Consultant may work out its own requirement as per the TOR and indicate in the technical proposal.
11	P-28, Clause 10.1 of Date Sheet	To determine additional services if required by the client, requested information will be useful as given in FIN-4.	Please refer Addendum-3
12	P-36, Section 3, Tech-2 B	List of assignments completed in last 7 years : What do mean by completed? Can we also include the ongoing assignment where substantial work is completed?	Completed means assignments which are complete in all respects. On-going assignments are not to be considered.

13	P-42, Section 3 Tech-6, Note-3	Definition of Home and Fields : Please define Home and Fields Inputs as this is monitoring job and deployment will be at site most of the time.	As per RFP, Home means work in the office in the expert's city and country of residence. Similarly, Field work means work carried out in the Client's country or any other country outside the expert's country and city of residence. <u>Accordingly, all work carried out by the expert in his/consultant's office is to be treated as home and work carried out on site is to be treated as "Field".</u>
14	P-62 of TOR	Consultant also expected to conduct training : We assume all arrangement related to training at DFCCIL and site office will be made by the client except input material and staff from the consultant, kindly confirm.	DFCCIL will only provide the lodging and boarding facility for the training participants. All other facilities such as venue, projector, input material etc is to be provided by the consultant.
15	P-62 of TOR	Inception, quarterly and PCR has to be submitted: Kindly confirm number of copies at each stage, i.e. draft stage and final report.	Please refer Addendum No 3.
16	P-91, Clause 41.2.1 of SCC	No advance payment : There should be a provision for advance payment against BG for kick off the project.	The provisions of RFP have been reviewed and are found to be adequate. No change is proposed.
17	P-91, Clause 41.2 of SCC	Payment Schedule : Payment schedule has been drafted well, however, we request some provision for advance payment and payment at inception stage.	The provisions of RFP have been reviewed and are found to be adequate. No change is proposed.
18	P-90, Clause 32-F of SCC	Office space at Allahabad : Please confirm if it will be furnished office space to the consultant.	Please refer Addendum No 3
19	General Section	Can you please state the estimated budget for said consultancy?	As per Clause 14.1.2 of the ITC, the Client has to indicate the estimated Key Experts' Time input or the estimated total cost of assignment but not both. The estimated Key Experts' Time input has been indicated in the Clause 14.1.2 of the Data Sheet.

20	General Section	As per World Bank norms, we have to follow the World Bank policies. If project is more than 18 months period, escalation clause should apply. Kindly add escalation clause to take care of rising inflation.	This is lump-sum contract and no price escalation is accepted.
21	General Section	Submission date of the proposal should be at least 3 weeks after issuing the minutes of pre-bid meeting.	Please refer Addendum-3
22	Clause 4 of TOR	Output and Timelines, Training & Orientation Workshops. The Consultant is expected to conduct training and orientation workshop and do all training arrangements : In this regard, kindly clarify whether the venue for training/workshop shall be provided by DFCCIL, both at Corporate Office and Project Site Office. Or the Consultant should arrange the venue for this item and cater provision in the financial proposal.	Please refer reply to query no 14
23	Clause 2 of TOR	Details for task : Consultant understands that the proposed assignment is concerned with M&E of RAP and EMP implementation. Please clarify, whether the monitoring of implementation will be Internal or External?	Detailed scope of SESMRC has been mentioned in TOR. Implementation of RAP shall be done by NGO and CPM office. Similarly implementation of EMP is the responsibility of Contractor. SESMRC consultant has to externally monitor and review as per scope of work mentioned in the TOR.
24	Clause 4 of TOR	Output and Timelines, Quarterly Review Report and Completion Report: Consultant needs clarification, whether the 4 th Quarterly Review Report will be submitted separately or combined with completion report at the end of every year.	4 th Quarterly report has to be submitted separate and Annual report has to be submitted separately. Annual report must be submitted for the cumulative period ending December 31 of the calendar year. Please also refer Addendum No 3.

25	Clause 13.1 of Special Conditions of Contract	Commencement of Services : It is stated that the Consultant shall commence the services 10 days after the signing of Agreement. Time period of 10 days to commence the services after the signing of agreement is inadequate for mobilization of staff on the project. As the Consultant need time to mobilize their staff, it is requested to provide at least 3-4 weeks to commence their services after signing of the Contract.	Please refer Addendum No 3
26	Clause 24.1(a), (b) & (c) of Special Conditions of Contract	Insurances : The Consultant has to take various Insurances. Since the Client has not indicated the amount of Insurance for Third Party Liability Insurance, it is requested that the Client may kindly provide the minimum coverage for the same.	The various insurance have to undertaken as per applicable law in India. Please also refer Addendum No 3
27	Clause 26 of General Conditions of Contract	Reporting Obligations : It is stated that the Consultant is required to submit various reports. The Client may kindly indicate the number of copies of each report to be submitted by the Consultant to the Client.	Please refer reply to query no 15.
28	Clause 3 of TOR	Consultants Qualification and Study Team: Minimum Qualification of Key Experts. It is stated that the Key Expert must have 1 st Class Masters Degree in their respective field. The Consultant would like to request to consider Masters Degree in their respective field as minimum qualification. This may please be confirmed.	Please refer Addendum-3
29	Additional Point	Escalation Clause : Since the duration of the present assignment is beyond 12 months i.e. 48 months, it is requested that the Client may kindly consider to include Escalation Clause to this effect.	This is a lump-sum contract, and no price escalation is accepted.

30	Additional Point	Extension of Time : It is requested that the date of submission of the proposal may please be extended and a period of at least 2 weeks may please be given for preparation of the proposal from the date of issue of clarifications so that our experts can prepare a comprehensive proposal addressing all issues of the RFP document/TOR.	Please refer Addendum-3
31		Has the land acquisition process been initiated for the project? Would the review of the land acquisition process be a part of the assignment?	As on 31.01.2014, 20 F of 1373 Ha out of 1400 Ha land has already been completed and compensation of Rs 314 crores out of an award of Rs 395 crores has been disbursed in APL-2. The review of LA compensation payment and related aspects is a part of the ToR. Detailed scope of work of SESMRC is mentioned in the ToR.
32		How many civil construction packages are there in the project?	There are Two construction packages in the project.
33		How many NGOs will be engaged for implementation of RAP? Have they already been mobilized?	Three NGOs are already been engaged and mobilized.
34		Is there any provision to change the Environmental Management Plan after reviewing it?	The scope of SESMRC consultant is to monitor and review the implementation of RAP & EMP. Detailed scope is mentioned at page 57-59 of ToR. DFC reserves the right to amend the RAP, EMF based on annual safeguards review outcomes to address key concerns and to ensure compliance with changes in legislations.
35.	Clause 3.0 of TOR	Minimum Qualifying criteria of Environmental Expert: Kindly include M.Sc Applied Geology and Environmental Planning	Please refer Addendum 3.