

Reply to Queries Raised by Prospective Bidders

Name of Assignment: Consultancy Services for Social & Environmental Safeguard Monitoring and Review (SESMR) for 5 Qtrs (April, 2021 to June, 2022) for EDFC-2 Project section from Bhaupur to DDU (393 Km) for DFCCIL (through Direct RFP)

Direct RFP No.: HQ/SEMU/SESMRC/EDFC-2/2021 dated 26.02.2021

Replies to Queries raised during Pre Proposal Conference on 17.03.2021

Sl.no	Reference of RFP	Clause in RFP	Query	Reply to Query									
Query raised by: Kanta Chawra, LEA Associates Pvt. Ltd													
1	Clause 3.B , 3.C of Section -8 of Part-II. Pg.- 66	<p>Payment Schedule:</p> <table border="1"> <thead> <tr> <th>Sl.no</th> <th>Payment Schedule</th> <th>Payment (%)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Submission and Acceptance of 1st Quarterly Report</td> <td>20</td> </tr> <tr> <td>2</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>“Payment shall be made in Indian rupees, no later than 30 days following submission by the consultant of invoices.....”</p>	Sl.no	Payment Schedule	Payment (%)	1	Submission and Acceptance of 1 st Quarterly Report	20	2	As per RFP payment will released in 30 days after acceptance of report. Suggestion is that payment should be made after submission of reports.	Since the project of EDFC-2 is funded by World Bank, the reports are reviewed, commented upon by both DFCC and WB. Only after the comments are incorporated and accepted by WB & DFCCIL, the payments can be processed. This is a standard practice. Hence, existing provision will prevail.
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1	Submission and Acceptance of 1 st Quarterly Report	20											
2											
Query raised by: Sanjay Kr. Jain, MD, EQMS													
2	Part B(i) of Clause 21.1. pg-24	Specific experience of the Consultant (as a firm) relevant to the Assignment: [10]	Will having experience of one similar assignment in seven years fetch 10 marks to a consultant	Yes, it will as mentioned in the instant RFP									
3	Sl.no 2 of Part-A : Mandatory criteria of clause 21.1, pg-24	Minimum annual financial turnover shall not be less than INR 10 Crore	Can a lower limit be set for the annual financial turnover	The limit of 10 crores remains unchanged however firms can bid in JV to attain the limit of 10 crores financial turnover.									
4	Sl.no 2 of Part-A : Mandatory criteria of clause 21.1, pg-	Minimum annual financial turnover shall not be less than INR 10 Crore	The provision of JV is not mentioned in this clause	The sentence “Minimum annual financial turnover shall not be less than INR 10 Crore “Minimum annual financial turnover of the individual firms / JV/									

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	24			Consortium summed up shall not be less than INR 10 Crore. Given that in JV/Consortium no partner shall have an annual turnover less than 25% (2.5 crore) and the lead firm should have an annual turnover of minimum 40% (4 crore)". Please refer Addendum 01.
5	Data Sheet, Clause 14.1.2	Estimated input of key experts' time input: 24 person months	Are the key experts required to stay full time at site or it can be intermittent. Is any site office required to be set up.	Key experts do not require to be at site full time. Periodical visits will do. The nature of work does not require a site office to be set up.
Query raised by : Vivekanand Dasgupta, Bussiness Manager, Government & Social Advisory, Mott MacDonald Private Limited,				
6	Data Sheet, Clause 17.7 and 17.9	Bid submission date: 29 March 2021	Deadline for Submission shall be extended	Given the requirement of SESMRC services for EDFC-2 to maintain continuity and time constraint the submission date cannot be extended. However, 29 th March, 2021 being "Holi" the date has been revised to 30 th March, 2021. Please refer Addendum -01
Query raised by: Dipankar, DGM/Environment, EGIS India Consulting Engineers Pvt Ltd				
7	Section 7 Terms of Reference Clause 4. Consultant Qualifications And Study Team (pg-59 - 61)	Desirable Qualification M.Phil/ Ph.D. in relevant field for Social Safeguards Specialist (Quantity -1) and Environment Safeguards Specialist (Quantity -1)	Will higher marks be allotted to an expert with M.Phil/ Ph.D compared to that of Masters	Relevant RFP provisions will be adhered to evaluate the proposals
8	General	Not mentioned	If there is increase in scope of work or extension of work, then will there be a provision of variation.	Yes. Clause No. 17 on "Modifications or Variations" has been added in Section 8 of Part II. Please refer Addendum-01.
Query raised by : Shubham Saraswat, Dy. Manager, BD, EQMS Global Pvt. Ltd.				

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9	Section 7. TOR of Part-I pg 55 to 62	2. Scope of Work 3. Details of Task	If there is any additional land acquisition , then will it be done by DFCC or the consultant	At the current stage of EDFC-2 project's execution, no further acquisition of land is anticipated. However, even if there is any additional acquisition, scope of consultant will be limited to that mentioned in Section -7 of RFP.
Query raised by : Arun, Environment Specialist, Ecorys India Private Limited				
10			Monsoon if approaching and work is supposed to be started in April. How, will the consultant start its work.	The consultant will monitor the implementation of environment and social safeguard activities at site as during monsoon as per the pace of project works as DFCCIL works are continued during monsoon.

Replies to queries received from the prospective bidders through Emails prior to Pre-Proposal Conference are as under:

Sl.no	Reference of RFP	Clause in RFP	Query	Reply to Query
Query received from : Vivekanand Dasgupta, Bussiness Manager, Government & Social Advisory, Mott MacDonald Private Limited, Vivekanand.Dasgupta@mottmac				
1	ITC sub clause 3(a) of clause no.3 of Section 2 of Part-I on Conflict of Interest; pg no 5&6	3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet , the Consultant shall not be hired under the circumstances set forth below: a. Conflicting activities (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to	We request a clarification that Mott MacDonald is also a consortium partner of the PMC of the same project. So, it is requested to clarify whether this constitutes conflict of interest	ITC sub clause 3(a) of clause no.3 shall prevail which is at par with para 1.9 of ' Guidelines- Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers" dated January 2011, revised o

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		<p>those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> <p>b. Conflicting assignments (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p> <p>c. Conflicting relationships (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.</p>		<p>July, 2014.</p> <p>Mott MacDonald being a consortium partner of PMC for EDFC-2 cannot be hired for providing third party services of SESMRC.</p>

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Query received from : Lalita Pant Joshi, Associate Director, Arcadis India Private Limited, email- abhishek.ghosh@arcadis.com																									
1	General	Not mentioned	<p>All World Bank and Funding agency projects have a clause on Liability. Therefore, we request you to introduce a clause on liability of the consultant and also cap the liability of the consultant to the value of the contract.</p> <p>In the current tender document, there is no clause on the liability of the consultant. Please note, no clause on liability is equivalent to unlimited liability</p>	<p>An additional clause on “Liability of the Consultant” is added to Section -8 of Part-II that be read as: Please refer Addendum-01</p>																					

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2	Part B of clause 21.1 of ITC data sheet. Pg-24	<p>Evaluation Criteria:</p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</p> <p>The firm should have undertaken at least one similar assignment, pertaining to monitoring/ review/supervision of Social and Environmental Safeguard during implementation of linear projects like Railways/ Highways/ pipelines (oil, gas, chemical) overhead tension electrical lines etc. funded by multilateral agencies in last seven years</p>	Request you to also include preparation & implementation of RAP for linear projects like Railways/ Highways/ pipelines (oil, gas, chemical) overhead tension electrical lines etc. funded by multilateral agencies in last seven years	RAP implementation shall be considered as a part of Social Safeguard implementation. Rest of the clause remains unchanged.
3	Sample Form on page 47 and Model form I on page 48 of RFP document	Consultant's representations regarding costs & charges	Kindly Clarify whether the sample form and Model form is required to be submitted with financial proposal	Yes, it is to be submitted along with financial proposal
4	Clause 14 on Termination pg.68	<p>The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant:</p> <p>If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract</p>	<p>Request you to consider making Clause 14 (c) applicable for both the parties.</p> <p>Consultant does not have an equal right to terminate the contract over onerous or unjust situations such as non-payment.</p> <p>Also, The Consultant shall be entitled to terminate this Agreement with immediate effect by serving a written notice to Client in the event that the Client is in material breach of its obligations under this Agreement and has failed to remedy such breach or breaches within thirty (30) days of receipt of a written notice from the other party specifying the breach and requiring its remedy</p>	<p>Sub-Clauses on "Termination by Consultant", Cessation of Rights & obligations", "Cessation of Services" & "Payment upon Termination" have been added to clause-14 Section -8 of Part -2. Please refer Addendum-01</p>
5	Section 7. Terms of	Inception Report to be submitted within two weeks of commencement of the project, outlining the detailed approach	Kindly include a 15% payment milestone for submission of inception report.	Existing provisions of RFP remains unchanged

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	Reference: Clause 5 Deliverables and Timelines and Clause 6 : Payment Schedule , pg- 61 &62	and methodology, schedule of monitoring surveys and field activities		
6	Clause 21.1 of Section -2 of Part-I.	Relevant documents like CA certificate for last 3 financial years shall be submitted. Minimum annual financial turnover shall not be less than INR 10 Crore	Kindly accept audited balance sheets and profit & loss statement which are verified & audited by authorised CA.	Audited balance sheets and profit and loss statement verified & audited by Authorized CA shall be acceptable
7	Section 7 Terms of Reference Clause 4. CONSULTANT QUALIFICATIONS AND STUDY TEAM (pg-59 - 61)	Desirable Qualification M.Phil/ Ph.D. in relevant field for Social Safeguards Specialist (Quantity -1) and Environment Safeguards Specialist (Quantity -1)	Request you to relax the desirable qualification to Masters in relevant field as M.Phil/Ph.D. is a bit difficult for Social Safeguards Specialist (Quantity -1) and Environment Safeguards Specialist with minimum 5 years of experience.	Minimum qualifications already provide a relaxation of Masters Degree. Hence existing provisions remains unchanged.
Query received from: Dr. MS Prakash, Managing Director, Ecorys India Private Limited, Ankit.Tyagi@ecorys.com				
1	Data Sheet, Clause 14.1.2	Estimated input of key experts' time input: 24 person months	Given the scope of the assignment, an extensive time input of key experts is envisaged. Accordingly, it is suggested that the key experts' time input be increased to at least 35 person months	Requirement of more than 24 person months is not envisaged for this task. Existing provisions of RFP remains unchanged

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3	Data Sheet, Clause 17.7 and 17.9	Bid submission date: 29 March 2021			To prepare a responsive bid commensurate with the scale and magnitude of the assignment, we request that the client to extend the bid submission date to at least 2 weeks after response to pre bid queries are uploaded	Given the requirement of SESMRC services for EDFC-2 to maintain continuity and time constraint the submission date cannot be extended. However, 29 th March, 2021 being "Holi" the date has been revised to 30 th March, 2021. Please refer Addendum -01																																									

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Query received from: Vision EIS Consulting Pvt. Ltd., Email- corporate@visioneis.org				
1	Part B (i) of Clause 21.1	The firm should have undertaken at least one similar assignment, pertaining to monitoring/ review/supervision of Social and Environmental Safeguard during implementation of linear projects like Railways/ Highways/ pipelines (oil, gas, chemical) overhead tension electrical lines etc. funded by multilateral agencies in last seven years	We understand that linear projects will also include water supply, drainage, wastewater assignments which have transmission/ pipeline components. Please confirm.	Yes, Linear projects will also include water supply, drainage, wastewater assignments which have transmission/ pipeline components etc. Rest of the provision in instant clause will be applicable without any change.
	Data Sheet, Clause 17.7 and 17.9	Bid submission date: 29 March 2021	In order to prepare a technically responsive and competitive proposal, we request you to kindly extension the submission date by 7-10 days.	Given the requirement of SESMRC services for EDFC-2 to maintain continuity and time constraint the submission date cannot be extended. However, 29 th March, 2021 being "Holi" the date has been revised to 30 th March, 2021. Please refer Addendum -01