

**Reply to the Queries raised by various consultant via mail and letters related to Tender no: CMDC/Forest/2024-25/02 Dated: 19.09.2024**

S.No.	Clause as per Tender document	Observation/Query by the Party	Suggestions given by the Party	Reply of CMDC
1	General Query	Coordinates of identified forest land is not defined in Tender Any one is unable to justify the project with the rule and regulations of FCA 1980 of MoEFCC	-	<b>-Agreed - CMDC will provide the .Kml file of the area proposed for M.L. to the interested bidder on their request.</b>
		Coordinates is not define in Tender due to this unable to know No. of Gram Panchayat effected	Financial estimation cannot be done	<b>“”</b>
		Coordinates is not define in Tender due to this unable to know No. of District effected	Financial estimation cannot be done	
		Coordinates is not define in Tender due to this unable to superimpose on Google to find tentative number of trees	Financial estimation cannot be done	
		Mining- No details provided	Approved Mining plan is required for FCA1980	<b>-Agreed - A copy of approved Mining Plan will be provided to the selected bidder only.</b>
		Component Wise breakup- No details provided	Derived from Mining plan	
		Environment Clearance- No details provided	Details required for FCA1980	
		R&R Plan (If Required)- No details provided	Details required for FCA1980	

		Reclamation Plan- No details provided	Derived from Mining plan	
2	Related to <b>Tender Clause 4.1 For Technical Qualifying Requirement</b>	For point No. 1&2 of Technical Requirement: Copy of the Memorandum and Article of Association of the Company, Certificate of incorporation and Certificate of Commencement of business in case of company, Partnership Deed in case of Partnership firm along with its registration proof and LLP Agreement, Certificate of incorporation and Form 3 and 4 in case of LLP and if society registered under Societies Act, 1960/2012 proof of registration or if in case of an individual a person retired from the India Forest Service (IFS) documentary evidence related to serving as a IFS.	Consortium should be included	<b>-Agreed -</b>  For better participation suggestion is agreed for consortium for technical qualification only subject to the condition that the number of other member should not be more than one (01) . In the consortium agreement the lead member should be defined and the lead member should full fill the financial criteria.
3	Related to <b>Tender Clause 3 "Pre -Qualifying Criteria (PQC)"</b> - sub clause 3.1 (3)- The bidder should have an experience of preparation of forest proposal for at least 03 projects and its clearance from Government of India, Ministry of Environment, Forest and Climate Change.	The bidder should have an experience of preparation of forest proposal for at least 03 projects and its clearance from Government of India. Ministry of Environment, Forest and Climate Change.	Okay	<b>-No Change-</b>
4	Related to <b>Tender Clause 3 "Pre-Qualifying Criteria"- Sub clause 3.2 (1)- The average annual turnover/income of the bidder should be a minimum of INR 25 Lakh (Twenty Five Lakh) in the last 03 (Three) financial years(i.e. 2021-22, 2022-23 and 2023-24).</b>	The average annual turnover/income of the bidder should be a minimum of INR 25 Lakh (Twenty Five Lakh) in the last 03 (Three) financial years (i.e. 2021-22, 2022-23 and 2023-24).	This project cost should be more than 75 Lac average annual turnover should be minimum 75 Lac the last 03 (Three) financial years (i.e. 2021-22, 2022-23 and 2023-24).	<b>-No Change-</b>  <b>The criteria should be made by lead member only.</b>

5	<p>Related to <b>Tender Clause 4 "Document required to be submitted by the bidder for meeting the above PQC"- sub clause 4.2 (1)-</b> Copy of the work order and completion certificate issued by the project proponent of copy of the work-order, payment proof and copy of the approval letter for the stage-1 and stage-2 forest clearance from MoEF&amp;CC.</p>	<p>Copy of the work order and completion certificate issued by the project proponent or copy of the work-order, payment proof and copy of the approval letter for both stage - 1 and stage - 2 forest clearance from MoEFCC.</p>	<p>Okay</p>	<p><b>-No Change- As per tender document only</b></p>
6	<p>Related to <b>Tender Clause 11 "Terms of Payment"-</b> Sr.No 1-Preparation of Forest Diversion Proposal (FDP) as per the Provision of Forest (Conservation) Act 1980, Forest Conservation Rules and any other guidelines/orders issued under the above Acts//Rules by State/Central Government as the case may be.</p>	<p>Preparation of Forest Diversion Proposal (FDP) as per the Provisions of Forest (Conservation) Act 1980, Forest Conservation Rules and any other guidelines/order issued under the above Acts/Rules by State/Central Government as the case may be 10% of Contract value</p>	<p>it should be 40% because it involves Collector Revenue Forest NOC, Gram Panchayat NOC, Gram Sabha, SDLC and DLC Approval, Collector FRA NOC, Identification of CA land Tree Enumeration</p>	<p><b>-No Change- As per tender document only</b></p>
7	<p>Related to Tender clause 13 Scope of work and other terms &amp; conditions-Sub clause 13.1.11- Any other work not mentioned above but related to or incidental to the forest diversion Proposal, Stage-I and Stage-II Forest Clearance. For this no extra payment shall be made by CMDC.</p>	<p>Any other work not mentioned above but related to or incited to the forest diversion Proposal-I and Stage-II Forest Clearance. For this so extra payment shall be made by CMDC</p>	<p>Only REC/FAC impose any studies at the time of Stage-I and Stage-II, it should be decided on mutually agreed cost of both</p>	<p><b>Any study required for obtaining clearance up to stage-I shall be exclusive responsibility of the Selected Bidder/Consultant. However , if any condition is imposed in Stage- I clearance order by the MoEF&amp;CC for stage II clearance then it will be responsibility of CMDC only and the cost for such study shall be born by CMDC.</b></p>

8	Related to Tender clause 13 "Scope of work and other terms & conditions"- Sub clause 13.1.12- All map records, proposals, plans and sections etc. must be digitized (AutoCAD) and pdf as well.	All maps records, proposals, plans and sections etc. must be digitized (AutoCAD) and pdf as well.	SHAPE and File should be added in this clause	<b>-No Change- As per tender document only</b>
9	Related to "Tender clause 15 Period of Contract"- The time limit for completion of the entire contract is One and Half Year (1.5) from the date of signing of agreement.	Period of Contract: The time limit for completion of the entire contract is One and Half Year (1.5) from the date of signing of agreement.	Timeline of the project should be at least 30 months	<b>-No Change- As per tender document only</b>
10	General Query	What is the total Forest Area (326.167 ha., or less) Approx Forest area in Hectare may be provided	-	<b>Entire 326.17 ha. is forest Land</b>
11		Whether FRA certificate is to be arranged by Consultant	-	<b>-Yes-</b>
12		Whether Village mobilisation and meeting for FRA is to be organised and the associated cost of Meeting, videography etc is to be borne by Consultant	-	<b>-Yes-</b>
13		Whether Pillar Posting including the cost of pillars around the mine boundary and safety zone (or only boundary) is the responsibility of the consultant. Please specify.	-	<b>-Yes-</b>
14	General Query	Whether Pillar Posting including cost of pillars around the CA land is responsibility of consultant	-	<b>-Yes-</b>
15		Whether mutation of non-forest land allotted for CA to Forest land is responsibility of consultant	-	<b>-Yes-</b>
16		Whether all statutory dues for various process, approvals, cost of documents, fees, maps, land etc, to be paid to Government agencies are to be borne by CMDC	-	<b>Only statutory documented fees/cost shall be paid by CMDC. All other expenses shall be borne by selected Party/Bidder/Contractor.</b>

17		Whether the prospective consultant should have NABET accreditation of MoEFCC	-	-Yes-
18		Can CMDC provide a kml file of the mine area, or the location specification of the Mine area.	-	-Yes- CMDC will provide the .Kml file of the area proposed for M.L. to the interested bidder on their request.
19		Will there be any weightage given to the past experience, technical capabilities and completed work of the applicant consultant agency in the technical selection criteria.	-	-No- Evaluation will be done as per PQR.
20	Related to Tender clause 4 Document required to be submitted by the bidder for meeting the above PQC- sub clause (A) For Technical 4.1- Copy of the Memorandum and Article of Association of the Company, Certificate of incorporation and Certificate of Commencement of business in case of Company, Partnership Deed in case of Partnership firm along with its registration proof and LLP Agreement, Certificate of incorporation and form 3 and 4 in case of LLP and if Society registered under Societies Act, 1960/2012 proof of registration or if in case of an individual a person retired from the Indian Forest Service(IFS) documentary evidence related to serving as a IFS.	Point No. 4.1: LLP agreement, certificate of incorporation and Form 3 and 4 in case of LLP are the document essential. But for the LLP firm with sole proprietorship none of the above documents is available. Please clarify. as LLP with sole proprietorship has GST registration only.	-	<b>Only legal document of any Government Authority shall be considered.</b>
21	General Query	-	उक्त निविदा में छत्तीसगढ़ की संस्थाओ को वरीयता दी जावे।	-Not Agreed-

22		-	ऐसी संस्थाओ जिसमें कम से कम 2 या अधिक IFS सेवानिवृत्त वरिष्ठ अधिकारी संस्थापक सदस्य के रूप में जुड़े हो, को प्राथमिकता दी जायें।	-Not Agreed-
23		-	टेंडर की प्रीक्वालीफिकेशन क्राइटेरिया (PQC) की शर्त बिन्दु क्र. 3.1 (3) की बाध्यता को हमारी संस्था के कार्यानुभव को देखते हुये शिथिल करने की कृपा करें।	-No Change-
24		-	हमारी संस्थाने Ecomen Mining Private Limited के साथ मिलकर 3 परियोजनाओ के Forest clearance का कार्य पूर्ण किया है अतः इस Consortium को मान्य किया जाये।	<b>-Agreed -</b>  For better participation suggestion is agreed for consortium for technical qualification only subject to the condition that the number of other member should not be more than one (01) . In the consortium agreement the lead member should be defined and the lead member should full fill the financial criteria.
25	General Query	I request you to please share the approved Mining Plan/R&R Plan/Reclamation Plan for the aforesaid project which will have all the details regarding tree enumeration, density of trees on identified forest land, nearest wildlife sanctuary, elephant corridor, protected area and other relevant details.	-	<b>We will the desired documents to only successful bidder/consultant.</b>
26	General Query	Regarding NOC from Gram Panchayats and Revenue Forest, since there are many policy issues related to financial, social and legal aspects involved in this, therefore, vendor may only be able to assist for logistics, secretarial and other peripheral support. Also, Force majeure exemption should be given on the matter of any previous settlement, title of the land or encroachment done by people on the proposed mining area. This is one major problem in getting NOC from Gram Panchayat related to any category of forest area.	-	<b>Only legally defined force majeure events will be considered.</b>

27	<p>Related to Tender clause 3 "Pre-Qualifying Criteria"- Sub clause 3.1 (3)- The bidder should have an experience of preparation of forest proposal for at least 03 projects and its clearance from Government of India, Ministry of Environment, Forest and Climate Change</p>	<p>As per point on. 3.1.3, The bidder should have an experience on preparation of forest proposal for at least 03 project and its clearance from Ministry of Environment, Forest and Climate Change (Govt. Of India). Our observation and suggestion in this regard is that, Since the process of approval under FCA (1980) in the case of linear Diversion Projects it is comparatively easier in terms of the level of scrutiny and involvement of state and central government bodies than the process of FCA clearance of Mining Projects. Therefore, a condition of minimum 3 successful Mining Projects approved from MoEFCC should be made very clear as technical criteria for selection of competent vendor.</p>	<p>Since the process of approval under FCA (1980) in the case of linear Diversion Projects it is comparatively easier in terms of the level of scrutiny and involvement of state and central government bodies than the process of FCA clearance of Mining Projects. Therefore, a condition of minimum 3 successful Mining Projects approved from MoEFCC should be made very clear as technical criteria for selection of competent vendor.</p>	<p align="center"><b>-No Change-</b></p>
28	<p>Related to Tender clause 11 "Terms of Payment"</p>	<p>Terms of Panchayat (Point no. 11)</p>	<p>a) 25% of the contract value should be released at the time of signing of work contract and commencement of work since a lot of field survey, topography, data collection, synthesis and analysis, documentation, etc. is to be done along with some policy related matter regarding various NOCs from Gram Panchayat, Revenue Department etc. before the preparation of Forest Diversion Proposal. More over the department is already holding Rs. 1,00,000.00 as EMD and 10% of the contract value as per clause 8.1.  Also, in subject to clause 8.1, the security deposit should also be acceptable in the form of bank guarantee.  (b) 15% of the contract value should be released on approval of bio-diversity and wildlife conservation plan.  (c) 15% of the contract value should be released at the time of forwarding of forest diversion proposal to the Government of India.  (d) 40 % of the contract value should be released after stage I clearance</p>	<p align="center"><b>-No Change-</b></p>

			<p>(e) The remaining 5% can be released at the time of application for stage II clearance.</p> <p>The above payment scheduled is so formulated because the compliance of stage I forest clearance cannot be dictated or conformed by the vender himself, rather the conformity depends on CMDC only, hence application for approval of stage II clearance can only be done after compliance by CMDC.</p> <p>The conditions which will be indicated in stage I clearance may include such conditions which may purely be of statutory nature of policy issue of CMDC and other concerned departments. The compliance of such conditions can never be under the control of the vendor alone. For example: identification of suitable double degraded forest area/suitable area for plantation of finding a purely encroachment free plant able area. In such conditions the compliance may get affected as far as timeline is concerned. In short, execution of the conditions as laid down in stage I approval can never be guaranteed by the vendor alone. Therefore, as an experience FCA and ECA advisor, I strongly suggest that majority of payment schedule should conclude at the level of stage I clearance itself.</p> <p>Moreover, CMDC will be holding 5% of contract value in payment and 10% of the same as security deposit (total 15%) of the vendor until the compliance of Stage I clearance thereafter.</p>	
29	General Query		Security deposit of 10% of contract value by the vendor can be held by CMDC till the release of Stage II clearance and be released in turn.	<b>-No Change-</b>
30	<p>Clause No. 09 Liquidated Damage</p> <p>In case of delay in execution of work on account of</p>	-	-	<p>Clause No. 09 Liquidated Damage</p> <p>In case of delay in execution of work on account of contractor/Consultant, Liquidated Damages (L.D.) shall be levied from contractor @Rs 1000/- per</p>



	contractor/Consultant, Liquidated Damages (L.D.) shall be levied from contractor @Rs 1000/- per week for the delayed period.			<b>Month</b> for the delayed period.
31	16. Extension of time :-  CMDC may extend the period of contract for further such period as may be decided by CMDC on production of documentary evidence that the delay is beyond the control of consultant and subject to satisfactory performance of the consultant.	-	-	16. Extension of time :-  CMDC may extend the period of contract for further such period as may be decided by CMDC on production of documentary evidence that the delay is beyond the control of consultant and subject to satisfactory performance of the consultant and <b>as per tender clause No. 09 ( Liquidated Damage)</b>
32	<b>PART-II OF THE TENDER</b>  (Price tender to be quoted online only.  This form should not be uploaded as a attachment)	-	-	<b>PART-II OF THE TENDER</b>