



DG Shipping

File No: 13-44/20/2022-ENGG-DGS (c.no -17970)

Date: 07/05/2026

Responses to Queries

Tender Title: Request for Proposals (RFP) for Selection of Consultancy Services for Preparation of Detailed Project Report (DPR) for Ship Recycling and Digital Enablement Planning.

Tender Reference No.: 13-44/20/2022-ENGG-DGS (c.no -17970)

Tender ID: 2026_DGS_904667_1

Sl	Section in RFP	Reference Clause in RFP	Clarification Requested	Response
1	Section 2 – Instructions to Consultants (ITC) A. General 4) Conflict of Interest	ii) Conflict among consulting assignments: A consultant, including its experts and sub-consultants, or any of their affiliates, cannot be hired for an assignment that conflicts with another assignment they are undertaking for the same or a different client.	With reference to the clause on Conflict among consulting assignments, we seek clarification on whether this restriction applies to full-time, dedicated deployments only, or also extends to part-time/advisory roles. Specifically, please clarify whether senior professionals such as Program Directors or Subject Matter Experts, who may provide non-exclusive, oversight or advisory services across multiple projects (without day-to-day execution responsibilities or access to client-confidential information), would be considered as having a conflict under this clause. Further, please confirm whether potential conflicts may be managed through prior disclosure and appropriate confidentiality and conflict-mitigation measures.	The conflict-of-interest provisions shall apply to all personnel engaged under the assignment, irrespective of whether they are deployed on a full-time or part-time/advisory basis. Any engagement that may give rise to an actual or potential conflict of interest shall be evaluated accordingly.

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	Section 4 –Proposal Evaluation Criteria A. Technical Evaluation	Consultant should submit in form Tech T-2A & 2B along with copies of the Work Orders /Agreements/POs, along with a Completion Certificates or client Testimonial, showing the scope, contract value, and successful completion of each project/Assignment	With reference to the requirement to submit Tech Forms T-2A & T-2B along with Completion Certificates/Client Testimonials, kindly clarify whether, in case of ongoing assignments where such certificates are not yet available, we request the authority to allow a self-declaration issued by a Partner or duly authorized senior official of the consulting firm, confirming the scope of work and contract value, to be acceptable for technical evaluation.	Refer to Corrigendum
3	Section -5 Terms of Reference (ToR) 1- Background , clause vii	<p>Assistance and technical support for ensuring quality of recycled materials in accordance with Bureau of Indian Standards (BIS) specifications, including compliance assessment, standardization, and quality assurance mechanisms, along with development of Green Steel pathways utilizing ship recycling steel, covering traceability, material characterization, and integration into domestic steel value chains.</p> <p>The assignment is advisory and planning-oriented in nature and does not include system development, implementation, or operational responsibilities except assistance in bid preparation for onboarding SI for the end to end digital platform.</p>	<p>The RFP states that the assignment is advisory and planning-oriented, excluding system development, implementation, or operational responsibilities, except assistance in bid preparation for onboarding the SI. However, the RFP also mentions assistance and technical support for development of Green Steel pathways, covering traceability, material characterization, and value chain integration.</p> <p>Kindly clarify whether the consultant’s role under this clause is limited to advisory/framework definition and planning, or includes detailed end-to-end process and technical design responsibilities.</p> <p>This clarification is requested to accurately assess scope, level of effort, and estimation.</p>	In this regard, it is clarified that the Consultant will function as a PMU with overall program management and oversight responsibilities for the assignment, including coordination, monitoring, advisory support, and tracking of project progress. However, the Consultant shall not be responsible for system development, implementation, or operational execution, which will be undertaken by the respective implementing agencies. The role of the Consultant shall remain supervisory and advisory in nature, as defined in the RFP page no 32 and 33. Also refer to corrigendum for updated timeline for Deliverables and Outputs
	Section -5 Terms of Reference (ToR) 2. Objectives of the Assignment , Clause iii	iii. Define Planning-Level Digital Enablement Requirements To prepare functional and business requirement definitions for a future	The clause states that the scope includes preparation of functional and business requirement definitions for a future national-level digital / website-based ship recycling platform, without	With reference to the query, it is clarified that the scope under the cited clause is limited to preparation of planning-level

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		national-level digital / website-based ship recycling platform, enabling informed decision-making and subsequent procurement without committing to specific technologies or vendors.	committing to specific technologies or vendors. Kindly clarify whether this scope is limited to defining a high-level framework and aligning business requirements, or whether it also includes identification, evaluation, and mapping of potential vendors and/or detailing of specific technological capabilities. This clarification is requested for accurate scope understanding and effort estimation.	functional and business requirement definitions for the proposed national-level digital/website-based ship recycling platform, including development of a high-level framework and alignment of business requirements to support informed decision-making and subsequent procurement; the scope does not include identification or recommendation of specific vendors, nor detailing of particular technologies, in order to maintain a technology-agnostic approach; however, the selected consultant shall act as a Project Management Consultant (PMC) to support and oversee the overall procurement and implementation process, ensuring that the defined requirements are appropriately translated into bid documents and that the procurement is conducted in line with the project objectives.
5	Section -5 Terms of Reference (ToR) 2. Objectives of the Assignment , Clause vii	vii Provide Project Management Coordination (PMC) Support for Digital Platform Implementation To act as Project Management Coordination (PMC) support to DGS after onboarding of the implementing agency through a separate and duly approved procurement process, by providing coordination, review, and advisory	Kindly clarify whether the consulting firm's role in onboarding the Implementation Agency is limited to advisory and technical support during procurement, with no responsibility for selection, contracting, or implementation, and that PMC support commences only after IA onboarding through a separate procurement process.	Refer to Section -5 Terms of Reference (ToR)

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		support to ensure that implementation is aligned with the approved DPR and functional requirement frameworks, without undertaking system development or implementation activities.		
6	Section -5 Terms of Reference (ToR) 3. Scope of Services	a) Preparation of Detailed Project Report (DPR) Framework and c) Regulatory & Compliance Framework Development and Documentation	Kindly confirm whether, upon onboarding of the consultant, DGS will provide access to existing datasets, prevailing processes, and all relevant regulatory documents and guidelines necessary for preparation of the DPR framework, or whether the consultant is expected to independently collect and validate such inputs. This clarification is requested for accurate scope understanding and effort estimation.	In this regard, it is clarified that DGS may, on a case-to-case basis, facilitate access to available datasets, existing processes, and relevant regulatory documents and guidelines as required for the assignment. However, It is mandatory for Consultant to undertake necessary data collection, validation, and analysis as part of its scope of work to effectively deliver the required outputs under the RFP
	Section -5 Terms of Reference (ToR) 3. Scope of Services	d) Training & Capacity Building Framework Develop: a) Structured training frameworks and curricula b) Standard Operating Procedures (SOPs) c) Training manuals, presentations, and reference material	With reference to the Training & Capacity Building Framework clause which outlines activities so In this context, kindly clarify whether the consultant's scope is restricted to identification of capacity gaps and preparation of high-level training frameworks and required structure, and indicative content outlines, or whether it also entails detailed, end-to-end course development, including comprehensive module level content, lesson plans, and complete training material preparation in any form. This clarification is sought to enable accurate understanding of the scope and effort estimation.	RFP clause prevails, TNA is also Mandatory

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8	Section -5 Terms of Reference (ToR) 4. Deliverables and Outputs	M1.B Regulatory & Compliance Framework and Training & Capacity-Building Framework & M2 -National Action Plan for Ship Recycling Timelines is T+3	With reference to M1.B and M2, both scheduled for completion at T+3 months, it is noted that the scope includes multiple consultative and analytical activities involving regulatory review, ISO framework alignment, stakeholder consultations, training framework development, and preparation of a phased National Action Plan. In view of the breadth and inter-dependencies of these activities, the Authority requested to consider phasing the deliverables across T+3 and T+4 months to support structured execution and ensure quality of outputs. This is submitted for the Authority's kind consideration.	RFP clause prevails
9	Section -5 Terms of Reference (ToR) 4. Deliverables and Outputs	M4 PMC Progress Reports and Go Live Readiness Support	With reference to Milestone M4 – PMC Progress Reports and Go-Live Readiness Support, the RFP mentions support during development, testing, and rollout phases, including preparation of PMC progress reports and Go-Live readiness documentation. In this regard, kindly confirm that the consultant's role under this milestone is limited to non-technical Project Management Coordination, such as monitoring progress, coordinating between DGS and the selected System Integrator, reviewing deliverables for alignment with the approved DPR and functional requirement frameworks, and supporting reporting and readiness reviews, without any responsibility for technical development, system testing, deployment, or Go-Live execution, which shall remain solely within the scope of the Implementation Agency. This clarification is sought for accurate scope interpretation and effort estimation.	RFP clause prevails

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	Section -5 Terms of Reference (ToR) 6. Team Composition and Qualification	Clause 1- Minimum Experience required for Project manager is 10+ years of overall professional experience, out of which at least 7 years must be in leading large advisory/regulatory/ maritime projects	The Authority is kindly requested to consider rationalizing this requirement to 8 years of overall professional experience, relevant experience in maritime/advisory projects, which may help broaden participation while still ensuring adequate domain expertise and effective project delivery.	RFP clause prevails
	Section -5 Terms of Reference (ToR) 6. Team Composition and Qualification	Clause 2- Minimum Experience required for Subject Matter Expert – (Ship Recycling & Maritime Regulatory Expert)	With reference to the minimum qualification criteria for the Subject Matter Expert – Ship Recycling & Maritime Regulatory Expert, the RFP specifies 7+ years of experience. The Authority is kindly requested to consider rationalizing this requirement to 3+ years of relevant experience, which may encourage wider participation while still ensuring adequate subject-matter knowledge for effective advisory support.	RFP clause prevails
1 2	Section -5 Terms of Reference (ToR) 6. Team Composition and Qualification	Clause 3- Minimum Experience required for Subject Matter Expert – (Environmental, Safety & Labour Standards Expert)	With reference to the minimum qualification criteria for the Subject Matter Expert – (Environmental, Safety & Labour Standards Expert) , the RFP specifies 7+ years of experience . The Authority is kindly requested to consider rationalizing this requirement to 3+ years of relevant experience, which may encourage wider participation while still ensuring adequate subject-matter knowledge for effective advisory support.	RFP clause prevails
3	Section -5 Terms of Reference (ToR) 6. Team Composition and Qualification	Clause 4- Minimum Experience required for ICT Expert - 10 years experience in digital governance, e-governance, regulatory or IT advisory and platform implementation projects	With reference to Clause 3, which specifies a minimum of 10 years' experience for the ICT Expert, the Authority is kindly requested to consider reducing the minimum experience requirement to 5 years of relevant experience in digital governance, e-governance, regulatory or IT advisory, and platform implementation, to encourage wider participation while maintaining the required competency.	RFP clause prevails

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1 4	Section -5 Terms of Reference (ToR)6. Team Composition and Qualification	<p>Clause 5- Project Coordinator Graduate/Postgraduate in Engineering / Management;</p> <p>7+ years' experience in project management / PMC roles for government or digital projects.</p>	<p>The Authority is kindly requested to consider rationalizing the minimum experience requirement to 3+ years of relevant experience, which may enable wider participation while ensuring adequate capability for effective project coordination.</p>	<p>RFP clause prevails</p>
1 5	Section -5 Terms of Reference (ToR) 6. Team Composition and Qualification	<p>There is no requirement for full-time onsite deployment, and location of effort is activity-dependent, as reflected in Form T-6, ToR Sections 5.2 & 5.5, and GCC Clause 1.5.</p>	<p>With reference to Form T-6 (Team Composition & Key Experts' Inputs) on page 60, ToR Section 5.2 – Stakeholder Access & Coordination and Section 5.5 – Logistical & Administrative Support on pages 38–39, and GCC Clause 1.5 – Location on page 81, it is observed that the RFP provides for home/offsite and field-based deployment of consultant resources, with onsite presence envisaged only for specific activities such as stakeholder consultations, review meetings, workshops, and presentations, subject to the Authority's requirements and availability of facilities.</p> <p>In this context, the Authority is kindly requested to confirm that there is no requirement for full-time onsite deployment of consultant resources, and that resource deployment shall be activity-dependent, with a hybrid model comprising offsite (home), field, and onsite engagements, as required under the assignment.</p>	<p>The Authority acknowledges the bidder's understanding of the provisions outlined in Form T-6 (Team Composition & Key Experts' Inputs), ToR Section 5.2 (Stakeholder Access & Coordination), ToR Section 5.5 (Logistical & Administrative Support), and GCC Clause 1.5 (Location). However, it is hereby clarified that consultant resources are required to be stationed at DGS on a full-time basis for the duration of the assignment, unless otherwise specifically directed by the Authority. While certain activities such as stakeholder consultations, field visits, workshops, and presentations may necessitate travel or limited offsite engagement, the overall deployment model shall not be purely hybrid or activity-dependent. It is expected that key resources remain primarily based onsite at DGS to ensure close coordination, timely delivery of outputs, and effective engagement</p>

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			with the Authority. Any offsite or remote working arrangements shall be subject to prior approval by the Authority.
<p>1 6</p> <p>Section -5 Terms of Reference (ToR) 8. Terms of Payment</p>	<p>i. Penalty for Delay in Ship Recycling Deliverables:</p> <p>P6 Completion and acceptance of PMC support up to Go-Live readiness, including submission of PMC progress reports</p>	<p>With reference to the Penalty for Delay provisions and Milestone P6 relating to completion and acceptance of PMC support up to Go-Live readiness (including PMC progress reports), it is noted that the achievement of this milestone is closely linked to the delivery timelines and performance of the Implementation Agency appointed through a separate process. In this context, the Authority is kindly requested to clarify the treatment of delays to PMC-related milestones arising from factors beyond the consultant's control, the penalties for any such must not be imposed on PMC, particularly those attributable to the Implementation Agency, for the purpose of applying penalties, if any.</p>	<p>RFP clause Prevails</p>
<p>Section 4 – Deliverables and Outputs</p>	<p>Deliverables shall be submitted for review and approval by the Competent Authority. The Consultant shall incorporate comments and resubmit deliverables until acceptance</p>	<p>For DPR, regulatory frameworks, National Action Plan, and RFP deliverables Whether there is a defined cap on the number of review / revision iterations expected from the Consultant per milestone; and Whether additional iterations beyond such cap (if any) would require mutual discussion and timeline re-baselining.</p>	<p>RFP clause Prevails</p>
<p>1 8</p> <p>Section 5: Scope of services 3(d) – Training & Capacity Building Framework</p>	<p>“Training shall be limited to orientation and capacity-building sessions and shall not include certification or recurring training delivery.”</p>	<p>The RFP specifies development of training frameworks and orientation-level sessions, excluding certification or recurring training. The indicative number of workshops / orientation sessions expected;</p>	<p>The provisions of the RFP may be referred to for the scope and nature of training-related activities under the assignment. As indicated, the focus of the engagement is on development of training frameworks and delivery of</p>

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			<p>Whether training delivery, if any, is to be limited to central-level stakeholders only; and</p> <p>Whether any regional / multi-location roll-out is excluded from scope.</p>	<p>orientation and capacity-building sessions. The exact number, scale, location, and mode of such workshops or orientation sessions, as well as the identification of stakeholders to be covered, shall be determined by the Authority during the course of the assignment, based on project requirements and priorities. Bidders are advised to propose an approach that is flexible and scalable, aligned with the objectives outlined in the RFP. Refer to Section -5 Terms of Reference (ToR)</p>
19	Section 4 – Timelines; Section 5.6 – Client Obligations	<p>“The timelines are indicative and subject to timely availability of inputs, stakeholder consultations, and approvals. Delays beyond the control of the Consultant shall be considered during timeline review.”</p>	<p>Several milestones (M1–M3) depend on timely inputs, stakeholder consultations, and approvals from DGS and other authorities.</p> <p>Kindly confirm that:</p> <p>In case of delays arising from non-availability of inputs, stakeholder scheduling, inter-departmental consultations, or approval processes, milestone timelines shall be suitably re-baselined without penalty.</p>	<p>RFP clause prevails</p>
20	Deliverables M4 & M5	<p>“PMC support shall be provided during implementation of the digital platform by a separately appointed System Integrator.”</p>	<p>As PMC activities are dependent on the onboarding and performance of the separately appointed System Integrator, kindly clarify:</p> <p>Whether delays in SI procurement, development, testing, or Go-Live shall not be attributed to the Consultant for the purposes of milestone acceptance or penalties.</p>	<p>The bidder may note that the scope of services of the Consultant and the System Integrator are distinct; however, the Consultant is expected to closely coordinate with all relevant stakeholders, including the System Integrator, to ensure effective implementation of the project. The provisions of the RFP,</p>

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				including those related to timelines, deliverables, milestone acceptance, and applicable terms and conditions, shall apply as specified. Any assessment of delays, including their attribution and implications, shall be determined by the Authority in accordance with the contractual provisions and based on the facts and circumstances prevailing during project execution.
	Section 8 – Terms of Payment	“Payments P6 and P7 shall be released upon acceptance of PMC deliverables and completion of defined milestones.”	<p>Payments P6 and P7 are linked to PMC support milestones. Kindly clarify whether:</p> <p>PMC payments are time-linked and effort-based (subject to submission of progress reports), rather than being contingent solely on the System Integrator achieving Go-Live or stabilisation milestones.</p>	RFP clause prevails
	Milestone M5 – Extended PMC Support	“Extended PMC support shall be provided during implementation and stabilisation period up to T + 12 months.”	<p>In the event that the System Integrator’s implementation timeline extends beyond the indicative duration mentioned in the RFP:</p> <p>Will additional PMC duration beyond the originally envisaged timeline be addressed through mutual discussion and amendment, without commercial or penalty implications to the Consultant?</p>	The bidder may refer to the relevant provisions of the RFP regarding the duration of PMC support and associated terms. In this regard, it is clarified that the timelines indicated in the RFP are based on the current project assumptions. Any variation in timelines, including those arising from dependencies on the System Integrator, shall be dealt with in accordance with the terms and conditions of the contract. The implications of such changes, including extension of PMC

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				support, if any, shall be determined by the Authority in line with contractual provisions and based on the requirements and circumstances during project execution.
2 3	Section 8 – Penalty and Liquidated Damages	“LD @ 0.1% per day, capped at 10%, shall be applicable for delays attributable to the Consultant.”	The RFP specifies LD at 0.1% per day per milestone. Whether LD shall apply only to milestones fully within the Consultant’s control; and Confirm that delays arising due to approvals, stakeholder availability, or System Integrator dependencies shall be expressly excluded from LD applicability.	RFP clause prevails
2 4	Scope Delineation; Conflict of Interest Clause	The Consultant shall provide advisory support for SI procurement but shall not have decision-making authority and shall not participate in implementation as SI.”	Given that the Consultant will assist in RFP preparation and bid evaluation for the System Integrator, kindly confirm that: The Consultant’s role shall be limited to advisory and evaluative support, with all final decisions remaining with DGS; and No liability shall arise on the Consultant for future performance of the selected System Integrator.	As per the RFP Section -5 Terms of Reference (ToR)
2 5	Technical Evaluation	CriteriaClause A1: Specific experience of the Consultant (as a firm) relevant to the Assignment - Experience in maritime sector including maritime digital systems or institutional strengthening assignments.	kindly clarify whether maritime digital systems or e-governance initiatives implemented as part of broader maritime or port-sector reforms may be considered under A1, given the integrated nature of such assignments.	The bidder may refer to the provisions of the RFP for the evaluation criteria under Clause A1. In this regard, experience in maritime digital systems or e-governance initiatives undertaken as part of broader maritime or port-sector assignments may be considered, provided such experience is clearly relevant to the scope of the present assignment and demonstrates the Consultant’s capability in areas aligned with the

Section in RFP	Reference Clause in RFP	Clarification Requested	Response
			<p>requirements specified in the RFP. The determination of relevance and extent of such experience shall be undertaken by the Authority during evaluation, in accordance with the criteria set out in the RFP.</p>

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2 6	Scope of Work and Deliverables Section on Timelines and Milestones (M0 to M5)	"The assignment shall be completed within an indicative period of 12 months covering all deliverables including PMC support."	<p>The RFP envisages completion of the assignment, including DPR preparation, regulatory and compliance frameworks, National Action Plan, RFP preparation for System Integrator, and PMC support through implementation and stabilisation, within a total duration of 12 months. Given the extensive and multi-dimensional scope of the assignment, which includes:</p> <ul style="list-style-type: none"> a) consultations with multiple stakeholders at Central and State levels, b) preparation and iterative review of DPR, regulatory frameworks, and National Action Plan, c) preparation and support for procurement of the System Integrator, and d) PMC support during implementation and stabilisation that is dependent on third-party timelines, <p>Kindly clarify whether the Authority would consider extending the overall project duration to a more feasible timeline (for example, up to 14 months), without dilution of scope, to ensure:</p> <ul style="list-style-type: none"> a)adequate time for stakeholder consultations and approvals, b)improved quality and robustness of deliverables, and c)realistic management of dependencies during the PMC and stabilisation phases. <p>Such an adjustment would help align the project timeline with the complexity and criticality of the assignment, while ensuring effective outcomes for the Authority.</p>	RFP clause prevails

Section in RFP	Reference Clause in RFP	Clarification Requested	Response
<p>General / Special Conditions of Contract Clause: Limitation of Liability of the Consultant</p>	<p>"The total aggregate liability of the Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value. However, the Consultant shall not be liable for any damages arising due to any changes in the source code made by anyone other than the Consultant's team, or by anyone after the closure / termination of the contract."</p>	<p>The Consultant understands and respects the Authority's intent to ensure accountability under the contract. However, given that the scope of the present assignment is primarily advisory, planning, and project management support in nature, without involvement in system development or source-code creation, kindly consider the following relaxation / clarification:</p> <p>a) Whether the Authority would consider reducing the overall limitation of liability to a sum not exceeding 100% of the contract value, which is consistent with prevailing practices for advisory and consultancy engagements with Government entities.</p> <p>b) Alternatively, kindly consider clarifying that the Consultant's liability shall be limited to direct damages arising solely from wilful misconduct or gross negligence, and shall expressly exclude: indirect or consequential damages, loss of profit, loss of goodwill, or reputational loss, and damages arising from delays, design changes, approvals, or implementation actions attributable to third parties, including the System Integrator.</p> <p>c) Further, given that the Consultant is not responsible for system development or source-code creation under this assignment, kindly clarify that the liability exclusion relating to source-code changes shall be read in conjunction with the advisory-only scope and that no liability shall be attributed to the Consultant for any system design, development, or deployment defects.</p>	

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28	GCC – Indemnity	Consultant to indemnify Client for “any failure in performance”	Kindly clarify whether indemnity obligations are intended to be limited to third-party IPR infringement and direct losses attributable solely to the Consultant, and exclude indirect, consequential, or third-party implementation-related damages.	RFP clause prevails
29	BOQ; Financial Terms	Reimbursable expenses listed separately in BOQ	Kindly clarify whether reimbursables are to be quoted as part of the fixed price and deemed fully inclusive, or payable on actuals subject to the quoted cap, to avoid post-award ambiguity.	In this regard, it is clarified that all costs, including reimbursables, are to be included within the quoted fixed price and shall be deemed fully inclusive. No separate reimbursement shall be payable over and above the quoted contract price, and bidders are advised to factor all such expenses while submitting their financial proposals.
30	Section 7	The total aggregate liability of the Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value. However, the Consultant shall not be liable for any damages arising due to any changes in the source code made by anyone other than the Consultant’s team, or by anyone after the closure / termination of the contract.	“The total aggregate liability of the Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 100% of the contract value. However, the Consultant shall not be liable for any damages arising due to any changes in the source code made by anyone other than the Consultant’s team, or by anyone after the closure / termination of the contract.”	RFP clause prevails

Section in RFP	Reference Clause in RFP	Clarification Requested	Response
Section 7, 7.2	<p>The Consultant shall at all times indemnify and keep indemnified the client against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Consultant shall indemnify the client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the Consultant. The client shall also indemnify the Consultant for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the client or any of its personnel.</p>	<p>The clause is excessively broad and one-sided, imposing unlimited indemnity and recovery of all costs on the Consultant, including for work performed by third parties, which is commercially unreasonable and disproportionate to the Consultant's control and fees. Existing remedies and standard limitation of liability provisions are sufficient to address non-performance and IPR risks, making this clause duplicative and unduly onerous. We request that this clause is deleted</p>	RFP clause prevails
Section 7, 3.7.4	<p>All intellectual property rights, including copyright, in all reports, documents, datasets, audit frameworks, checklists, and other deliverables prepared by the Consultant under this Contract shall vest exclusively with the Client</p>	<p>We request that this is clause is deleted. The following clause may be added "Each party retains its rights in its pre-existing intellectual property. Except as explicitly agreed in writing between parties, any intellectual property developed by Consultant, and any working papers compiled in connection with the Services (but not Client's Information provided by Client contained in them which shall remain Client's property), shall be the property of Consultant."</p>	Need to discuss

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3 3	Section 7, 3.1	The Consultant shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with Sub-Consultants or third parties.	Please confirm if the Consultant is required to share deliverables with any third party. If yes, we request that the following clause is added: "Unless specifically otherwise agreed with Client in writing, Consultant's responsibility for performance of the Services is to Client and Client alone. Should any Deliverable be disclosed, or otherwise made available, by or through Client (or at Client's request) to a third party, Client agrees to indemnify and hold Consultant and its personnel, harmless against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such disclosure."	RFP clause prevails
3 4	NA	NA	We request that the following is added in the standard clauses: "Parties agree that all communication/deliverables/reports provided by Consultant herein are intended for Client's internal use only and not for any unauthorized sharing with third parties or reliance by third parties without Consultant's written consent."	RFP clause prevails

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Section 7, 2.6	<p>The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <p>if the client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>	<p>We request that the following is added in the standard clauses: "Client agrees that the Consultant may terminate this Contract/Agreement or any particular services immediately upon written notice to Client, if Consultant reasonably determines that it can no longer provide the services in accordance with applicable law or its professional obligations."</p>	RFP clause prevails
Annexure III NDA	NA	<p>We request that the following clause is inserted: "Parties agree that Confidential Information disclosed orally or otherwise than in writing shall not be afforded confidential treatment hereinunder unless it is summarized in writing by Client to Consultant within five (5) business days of such disclosure. "</p>	RFP clause prevails

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3 7	Annexure III NDA	NA	We request that the following clause is inserted: Notwithstanding anything to the contrary in this Agreement: (i) Consultant shall be entitled to retain its working papers prepared under any definitive agreements and (ii) Consultant shall be entitled to retain Confidential Information and such relevant information/data/materials provided herein for: (a) compliance with professional standards and/or applicable law (b) for the purpose of defending any claim related to this Agreement and in accordance with its data retention policy, on condition that any retained Confidential Information will remain subject to the obligations and restrictions set forth in this Agreement.	RFP clause prevails
3 8	Annexure III NDA	8. Miscellaneous a) This Agreement is in addition to and not in derogation of the confidentiality obligations specified in the main Consultancy Agreement.	We request that this is clause is deleted.	RFP clause prevails
3 9	Section -5 Terms of Reference (ToR)6. Team Composition and Qualification	Professional with experience in Training Needs Assessment (TNA) to design training frameworks, curricula, SOPs, and materials; supports workshops and stakeholder training. Supports drafting of RFP / tender documents and procurement processes. Expert in project planning, milestone tracking, reporting, and coordination support for government IT and policy projects. Provides PMC support during implementation and coordination with implementing agency post-procurement.	Request to reduce the years of experience to 5 years	RFP clause prevails

5 Section in RFP	Reference Clause in RFP	Clarification Requested	Response
<p>RFP – Section 5 (Terms of Reference) Team Composition & Resource Deployment; BOQ – Role-wise duration input</p>	<p>The RFP specifies roles, qualifications, and minimum years of experience for:</p> <p>Project Manager Subject Matter Experts (Ship Recycling & Maritime Regulatory; EHS & Labour) ICT Expert Project Coordinator Documentation & Research Analyst</p> <p>The clause does not state that these experts must be deployed full-time or continuously, nor does it define an effort percentage or on-site requirement.</p>	<p>The RFP outlines a comprehensive set of deliverables and milestones and identifies specific Key Experts and Subject Matter Experts (SMEs) who are critical to successful execution of the assignment. The Consultant fully acknowledges that these experts shall be actively involved, accountable, and continuously engaged in planning, review, analysis, stakeholder consultations, and delivery of all outputs envisaged under the assignment.</p> <p>At the same time, the RFP adopts a deliverable- and milestone-based contractual structure, with payments linked to acceptance of outputs, rather than to time or presence.</p> <p>In this context, kindly clarify the following to ensure a common understanding of deployment expectations:</p> <ol style="list-style-type: none"> 1. Whether the Authority requires continuous full-time physical deployment of Key Experts and SMEs at the DGS office or project site for the entire contract duration; or 2. Whether Key Experts and SMEs may be engaged through a hybrid or off-site engagement model, wherein: <p>experts remain fully responsible and involved in all workstreams, participate in discussions, reviews, workshops, and meetings (physically or virtually, as required), and are deployed on-site when required for critical stakeholder consultations, reviews, presentations, and milestone discussions.</p>	

SI	Section in RFP	Reference Clause in RFP	Clarification Requested	Response
			<p>3. Kindly also confirm that the man-month and duration inputs in the BOQ are indicative for cost composition and administrative purposes, and do not mandate uninterrupted on-site presence, so long as: deliverables are completed within agreed timelines, and the Authority receives adequate expert engagement, responsiveness, and support throughout the assignment.</p> <p>Such clarification will help align resource deployment planning with the consultative and milestone-driven nature of the assignment, while ensuring full expert involvement, quality outcomes, and effective engagement with the Authority.</p>	
4 1	Section 3- ITB-Data Sheet	ITC 1 (d) - The intended completion date/Period is Months	We request to clarify the project duration/completion date	
4 2	Section 4 – Proposal Evaluation Criteria A. Technical Evaluation	B. Specific experience of the Consultant (as a firm) relevant to the Assignment Documentary Evidence/Submitted - Consultant should submit details in form Tech T-2A & 2B along with copies of the Work Orders /Agreements/POs, along with a Completion Certificates or client Testimonial, showing the scope, contract value, and successful completion of each project/Assignment.	<p>We understand that a work order will suffice as a supporting document in place of a completion certificate.</p> <p>Additionally, in the absence of completion certificates, we suggest allowing other supporting documents to be furnished as alternatives (e.g., self-certified CA certificates, etc.).</p>	RFP clause prevails

Section in RFP	Reference Clause in RFP	Clarification Requested	Response
Section 4 – Proposal Evaluation Criteria A. Technical Evaluation	A2. Experience in implementation and stabilisation of digital / e-governance / regulatory portal or systems, including project management, implementation oversight, system rollout, or platform stabilisation assignments in State Govt./Central Govt./PSU	We request to modify the clause as: “Experience in implementation of digital / e-governance / regulatory portal or systems, including project management, implementation oversight, system rollout, assignments in State Govt./Central Govt./PSU”	RFP clause prevails
Section 4 – Proposal Evaluation Criteria A. Technical Evaluation	B(i): Technical approach and methodology for carrying out the assignment	We understand that the total points for evaluation are 15; however, the current points distribution adds up to 25. We request for revised breakdown of marks.	Need to discuss
Section 4 – Proposal Evaluation Criteria A. Technical Evaluation Section 5 – Terms of Reference (TOR) 6. Team Composition and Qualification	C. Key Experts’ qualifications and competence for the Assignment	We understand that the project scope also involves supporting RFP preparation and related activities. We recommend adding a dedicated procurement resource to manage these responsibilities. Additionally, the Project Coordinator role may be redefined as a Capacity Building Expert, as the current Project Coordinator is also expected to support procurement-related tasks and the team composition lacks a capacity building expert to cover the scope of training and capacity building frameworks. Accordingly, we request that the resource requirements be reviewed and modified.	RFP clause prevails

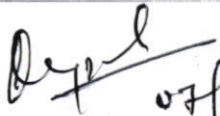
Sl	Section in RFP	Reference Clause in RFP	Clarification Requested	Response
4 6	Section 4 – Proposal Evaluation Criteria B. Technical Evaluation	C. Key Experts’ qualifications and competence for the Assignment Evaluation based on Educational Qualification (15%), Relevant Professional Experience (75%), and Knowledge Transfer Experience (10%)	We request clarification on the parameters that will be considered for evaluating the Knowledge Transfer (KT) experience of the proposed resources, as mentioned in the evaluation criteria, and to kindly elaborate on the expectations with respect to Knowledge Transfer experience.	The bidder may refer to the RFP for the evaluation framework for Key Experts. In this regard, Knowledge Transfer (KT) experience shall be assessed based on the extent to which the proposed resources have demonstrable experience in facilitating capacity building, institutional strengthening, development of training materials, conduct of workshops or orientation sessions, and transfer of domain knowledge to client teams or stakeholders in similar assignments. The exact parameters and their application during evaluation shall be as determined by the Authority, in line with the overall requirements of the assignment and the evaluation criteria specified in the RFP.
4 7	Section 5 – Terms of Reference (TOR)	The consultant is required to support: vii. Assistance and technical support for ensuring quality of recycled materials in accordance with Bureau of Indian Standards (BIS) specifications, including compliance assessment, standardization, and quality assurance mechanisms, along with development of Green Steel pathways utilizing ship recycling steel, covering traceability, material characterization, and integration into domestic steel value chains	We understand from the Scope of Services (Pg. 30) that no certification, audit, or accreditation activities are to be undertaken under this assignment. We request clarification on whether this also applies to the corresponding clause, and kindly request that the TOR be modified accordingly.	As per the RFP Section -5 Terms of Reference (ToR)

S.	Section in RFP	Reference Clause in RFP	Clarification Requested	Response
	<p>Section 5 – Terms of Reference (TOR)</p> <p>7. Reporting Requirements and Time Schedule for Deliverables</p>	<p>7.2 Reporting Authority ii. The Nodal Officer shall be responsible for review, coordination, and communication of comments on behalf of DGS</p>	<p>We request the inclusion of a deliverable approval mechanism to ensure timely approval of deliverables and the timely release of payments to ensure adherence to the deliverable timelines.</p>	<p>The bidder may note that the provisions relating to deliverables, their review and acceptance, and the associated payment terms are specified in the RFP. The Authority shall undertake review and approval of deliverables in accordance with the prescribed processes and timelines. Any mechanism for approval and release of payments shall be governed by the terms of the RFP and the contract to be executed, and bidders are advised to take the same into consideration while preparing their proposals.</p>
	<p>Section 5 – Terms of Reference (TOR)</p> <p>8. Terms of Payment</p>	<p>Payment Milestone Deliverable Applicable Milestone Timeline Payment (%) P6 Completion and acceptance of PMC support up to Go-Live readiness, including submission of PMC progress reports M4 T + 9 months 10%</p>	<p>We understand that the onboarding of the SI is expected to take place once the DPR is completed and approved (from T4 onwards). As the onboarding process of the SI (including RFP preparation, bid management, and contract signing) will take time, achieving the milestone of Go-Live readiness appears to be stringent. This may be duly considered within the scope of an extension.</p>	<p>RFP Clause prevails</p>
	<p>Corrigendum published</p>	<p>Extension in date for pre-bid meeting</p>	<p>We request that a minimum of 21 days be provided for bid submission from the date of issuance of the pre-bid responses. This will allow sufficient time for review, internal alignment, and preparation of a comprehensive response.</p>	<p>Need to discuss</p>
	<p>Section 4 A – technical Evaluation – Sr.no A1</p>	<p>Experience in maritime sector including ship recycling, ports, coastal governance, maritime policy, maritime digital systems, or related institutional strengthening</p>	<p>i) Request Authority to include projects completed in Private sector as acceptable projects for evaluation, as included during the EOI stage. ii) Request Authority to reduce Minimum Project value to 50 lakhs.</p>	<p>RFP Clause prevails</p>

Sl	Section in RFP	Reference Clause in RFP	Clarification Requested	Response
		assignments in State Govt./Central Govt./PSU Minimum project value: ₹1 Crore per project.		
5 2	Section 4 A – technical Evaluation – Sr.no A2	Experience in implementation and stabilisation of digital / E-Governance / regulatory portal or systems, including project management, implementation oversight, system rollout, or platform stabilisation assignments in State Govt./Central Govt./PSU Minimum project value: ₹1 Crore Per project.	i) Request Authority to include projects completed in Private sector as acceptable projects for evaluation, as included during the EOI stage. ii) Request Authority to reduce Minimum Project value to 50 lakhs.	RFP Clause prevails
5 3	Section 5 – Terms of Reference	The governing document	Consultant understands that the governing document for the project will be National Ship Recycling Draft Policy 2025. Kindly confirm.	Any relevant policies, guidelines, or draft documents, including those issued or adopted by the Authority from time to time, may be taken into consideration as deemed appropriate. The final set of applicable documents and their status shall be as determined by the Authority during the course of the assignment.
5 4	Section 5 – Terms of Reference	Recognised Organisation (RO)	Consultants would like to confirm if when mentioning RO, it is restricted to IRS only or the other ROs operating in India to be considered. Kindly confirm	Other RO's are to be considered
5 5	Notice Inviting Tender	Last Date & Time for Online Tender Submission 07.05.2026 at 15:00 Hrs	Bidder requests that the submission deadline be extended by 2 weeks after issuance of the pre-bid responses.	Need to discuss

Section in RFP	Reference Clause in RFP	Clarification Requested	Response
Section 5 – Team Composition and Qualification		We request the Authority to confirm whether the consultants team members are permitted to work from their home offices, or they will have to be deployed at the Authority's office full time for the duration of the project.	The consultant's team members shall be required to be deployed at the Authority's office on a full-time basis for the entire duration of the project. Remote working or work-from-home arrangements will not be permitted, unless specifically approved by the Authority under exceptional circumstances.
Section 5 – Terms of Reference – Sub section 3 – Scope of Services – d) Training & Capacity Building Framework		Clarity is required, in What type of training has to be provided. Training for the Policy to be developed or training for the web portal that will be designed. Request authority to clarify the same.	The training shall primarily be focused on the web portal to be designed under the project. The consultant shall provide comprehensive training to the Authority's personnel on the operation, usage, administration, and maintenance of the web portal. Training on the policy component, if any, will be limited and only as required
Section 5 – Project Coordinator	7+ years' experience in project management / PMC roles for government or digital projects.	Request the Authority to consider and confirm experiences in project management / project coordination in execution of projects related to ports etc with private sector clients as relevant experiences.	RFP clause prevails
Section 5 – Documentation & Research Analyst	5 years experience in research, documentation, regulatory advisory or government consulting projects	Request the Authority to consider and confirm experiences in detailed project reports, feasibility studies etc executed for projects related to ports etc with private sector clients as relevant experiences	RFP clause prevails
Section 5 – Terms of Reference – Sub section 6- Team Composition and Qualification	Subject Matter Expert – (Ship Recycling & Maritime Regulatory Expert) – Minimum Qualifications - Graduate/Postgraduate in Marine Engineering / Nautical Science /	Request the Authority to consider and confirm Master Mariner with Ship recycling/ Shipyard experience. Ref: MS Notice 08 of 2022 issued by DG Shipping – 2nd Mate (FG) COC is equivalent to BSc. Nautical Science degree. It is on this basis we raise	RFP clause prevails

Sl	Section in RFP	Reference Clause in RFP	Clarification Requested	Response
		Maritime Law / Environmental Engineering;	the request.	
6 1	Section 7 – General Conditions of Contract (GCC)	6.3 Mode of Billing and Payment 6.3.3 The client shall pay the Consultant within forty-five (45) days after the receipt by the client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the client does not approve the submitted deliverable(s) as satisfactory in which case the client shall provide comments to the Consultant within the same forty-five (45) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated	We request the Authority to kindly consider release of payment within 30 days.	RFP clause prevails
6 2		2.2.2 The Starting Date for the commencement of Services is seven (7) days after contract signing.	We request the Authority to consider and confirm a period of 15 days after contract signing to commence the works.	RFP clause prevails


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