



भारत सरकार / GOVERNMENT OF INDIA  
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय  
MINISTRY OF PORTS, SHIPPING AND WATERWAYS  
नौवहन महानिदेशालय, मुंबई  
DIRECTORATE GENERAL OF SHIPPING, MUMBA

**F.No. 22-38/7/2024-PER-DGS-28868**

**Date:03.12.2024**

CORRIGENDUM No.3 to TENDER ID: 2024\_DGS\_833050\_1

**Subject: Request for Proposals for Engagement of a consulting firm for SEED (Strategic Engagement, Evaluation and Execution for D. G. Shipping, Govt. of India)**

Kind attention is invited to the Tender No. dated: 30-10-2024 on the above subject and the Pre-Bid online meeting held on 14-11-2024.

2. All queries raised by the bidders have been examined and their responses have been approved by the evaluation committee under the Ministry of Ports, Shipping & Waterways and attached herewith in the form of pre-Bid clarifications and corrigendum3. The corrigendum3 will be treated as part and parcel of RFP.

(Deependra Singh Bisen)  
Deputy Director General of Shipping (Pers.)



## DG Shipping

F. No.: 22-38/7/2024-PER-DGS-28868

Date: 03/12/2024

### CORRIGENDUM

**Tender Ref. No.:** 22-38/7/2024-PER-DGS-28868

**Name:** Request for Proposals for Engagement of a consulting firm for SEEED (Strategic Engagement, Evaluation and Execution for D. G. Shipping, Govt. of India)

**CPPP Tender ID:** 2024\_DGS\_833050\_1

The following changes are hereby made to the RFP document originally issued on 30<sup>th</sup> October 2024.

1. Changes in the eligibility criteria are as follows:

SN	Reference	Earlier Clause/ Criteria/ Specification	Amended Clause (To be read as)
1	Section 4 - Evaluation Criteria EC10 - General qualifications and number of key staff, Page 23	Statement with specific experience and qualification details certified by HR head of the responding entity should be submitted. In case of necessity additional documentation may be called for.	Statement with specific experience and qualification details certified by HR head / Authorized Signatory of the responding entity should be submitted. In case of necessity additional documentation may be called for.
2	Section 4 - Evaluation Criteria Clause 2. Evaluation criteria page 25	Project Lead:  MBA from a top 30 management national institutes as per NIRF, MOE or reputed global institutes Or Postgraduate in Public Policy from top 30 national institutes as per NIRF, MOE or reputed global institutes	Project Lead:  MBA/Masters in Engineering/Masters in Planning/equivalent Masters degree in the Maritime/Logistics industry from a top 30 management national institutes as per NIRF, MOE or reputed global institutes

<b>SN</b>	<b>Reference</b>	<b>Earlier Clause/ Criteria/ Specification</b>	<b>Amended Clause (To be read as)</b>
		Consultant 1, Consultant 2... Consultant 14: MBA/ B.E/B.Tech/MCA/M.Tech/ from top 30 institutes as per National Institutional Ranking Framework (NIRF), MOE or reputed global institutes	Or Masters in Maritime Affairs from WMU Or Postgraduate in Public Policy from top 30 national institutes as per NIRF, MOE or reputed global institutes Consultant 1, Consultant 2... Consultant 14 MBA/B.E/B.Tech/LLB/LLM/Post Graduate in Public Policy/ Engineering/ Planning/MCA/M. Tech/ Public Policy/relevant degree in the maritime industry from top 30 institutes as per NIRF, MOE or reputed global institutes.
3	Section 4 - Evaluation Criteria  Clause 2. Evaluation Criteria, Page 26 and page 28	In the table on page 26, for Project lead, it is mentioned "experience as team lead in e- Governance, public procurement projects in last 4 years".  However, on page 28, for Project Lead, it is mentioned "Experience as team lead in e- Governance, public procurement projects in last 3 years"	Experience as team lead in e- Governance, public procurement projects in last 4 years
4	Section 5 – Terms of reference  Clause 7. Penalty Clause with Performance Bank Guarantee Forfeiture, Page 37	Section 5 – Terms of reference  Clause 7. Penalty Clause with Performance Bank Guarantee Forfeiture (Page 37)	Non-Performance of Key Personnel: If any proposed key personnel fail to meet the agreed deliverables or demonstrate inadequate performance as reflected in the monthly report submitted by the consulting agency, a penalty of INR 10,000 per day will be imposed. However, the total penalty will be capped at 10% of the contract value. If this cap is reached, the key personnel must be replaced within 7 working days, following proper consultation with the DGS Office.

<b>SN</b>	<b>Reference</b>	<b>Earlier Clause/ Criteria/ Specification</b>	<b>Amended Clause (To be read as)</b>
5	Section 6 - Bidding forms  Clause 3. Consultant's Past Experience Details, Page no 42	Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Up to 20 pages.	Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.
6	Section 6 - Bidding forms Clause 4. Proposed Approach, Methodology and Work Plan, Page 43	You are suggested to present your Technical Proposal (up to 40 pages, inclusive of charts and diagrams) divided into the following three chapters	You are suggested to present your Technical Proposal divided into the following three chapters
7	Section 6 - Bidding forms Clause 4. Proposed Approach, Methodology and Work Plan, Page 43	The work plan should be consistent with the Work Schedule of Form TECH-8.	Please follow Annexure-I
8	Section 6 - Bidding forms Clause 7. Eligibility Declarations, Page 47	Title: REOI for engagement of a consulting firm for SEED (Strategic Engagement, Evaluation And Execution) for D.G. Shipping, Govt. of India.	Title: RFP for engagement of a consulting firm for SEED (Strategic Engagement, Evaluation And Execution) for D.G. Shipping, Govt. of India.
9	Section 6 - Bidding forms Clause 7. Eligibility Declarations , page 47	(Please tick appropriate boxes or cross out any declaration not applicable to the consultant)	Please mention only the applicable ones
10	Section 6 - Bidding forms Clause 7. Eligibility Declarations, Page 48	Duly authorised to sign REOI for and on behalf of	Duly authorized to sign RFP for and on behalf of
11	Section 5 - Terms of Reference	The period of the assignment will be for 12 months. The department may extend the contract post 12 months for required duration for another 1 + 1 year if	The period of the assignment will be for 12 months. The department may extend the contract post 12 months for required

SN	Reference	Earlier Clause/ Criteria/ Specification	Amended Clause (To be read as)
	Clause 5. Timelines of service, page 36	necessitated depending on the evaluation and requirement of the SEED in the Directorate General of Shipping	duration for another 1 + 1 year if necessitated depending on the evaluation and requirement of the SEED in the Directorate General of Shipping. An escalation of 10% per annum on the Man month rate may be incorporated.
12	Section 4 - Evaluation Criteria Clause EC9. Prior experience credentials, page 22	The responding entity should have undertaken similar consulting assignment in last 4 financial Years	The responding entity should have undertaken similar consulting assignment in last 7 financial Years
13	Section 4 - Evaluation Criteria EC9 - Prior Experience credentials, page 22 and 23	<p>At least three consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed with the Government of India or any other state Government of net worth of Rs. 5 crores at least</p> <p>- At least two consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed with the Government of India or any other state Government of net worth of Rs. 10 crores at least</p> <p>- At least one consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed with the Government of India or any other state Government of net worth of more than 10 crores at least</p>	<p>At least three consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed/on-going with the Government of India or any other state Government of net worth of Rs 5 crores at least</p> <p>-at least two consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed/on-going with the Government of India or any other state Government of net worth of Rs 10 crores at least</p> <p>- At least one consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed/on-going with the Government of</p>

<b>SN</b>	<b>Reference</b>	<b>Earlier Clause/ Criteria/ Specification</b>	<b>Amended Clause (To be read as)</b>
			India or any other state Government of net worth of more than 10 crores at least

2. The other RFP clause shall remain unchanged.

DDG Shipping

**Annexure-I**

**TECH-8 forms**

**1. Introduction to Manpower Deployment**

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**2. Objective and Scope of Workplan**

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**3. Manpower Resource Allocation**

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**4. Roles and Responsibilities**

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**5. Deployment Timeline and Milestones**

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**6. Shift Planning and Scheduling**

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**7. Performance Monitoring and Reporting**

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**8. Training and Capacity Building**

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**9. Risk Management in Deployment**

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**10. Evaluation and Continuous Improvement**

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No.: 22-38/7/2024-PER-DGS-28868

Date: 03-12-2024

### Responses to Queries

**Tender Ref. No.:** 22-38/7/2024-PER-DGS-28868

**Name:** Request for Proposals for Engagement of a consulting firm for SEED (Strategic Engagement, Evaluation and Execution for D. G. Shipping, Govt. of India)

**CPPP Tender ID:** 2024\_DGS\_833050\_1

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
1	Clause 8. Last date and time for Submission of Proposals (Technical+Financial Proposals)	2	In CPPP, the last date and time of submission is 09 December 2024 by 2:00 pm.	The procedure for securing the necessary internal approvals within our organization is quite extensive and often involves multiple layers of review, which inevitably leads to a longer timeline than initially anticipated. Additionally, the task at hand demands the deployment of highly skilled and qualified individuals, a process that cannot be rushed if we are to ensure the highest standards of quality. Given these circumstances, which are crucial to the successful completion of our assignment, it is clear that more time is needed to adequately prepare and execute our responsibilities. In light of this, we kindly ask for your understanding and support in granting	Date corrigendum will be published with an extension of 2 weeks.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
				a two-week extension to the current submission deadline. This additional time will enable us to navigate the approval process and secure the right talent, ensuring that we meet our objectives effectively and efficiently .	
2	Section 2 - Instructions to Consultants (ITC) Clause C. Preparation of proposals	10	10. b. (iii) Proposed Approach, Methodology and Work Plan	Since the resources would work directly under DGS's guidance, supervision, control and responsibility and the firm would not be liable for the work deliverables and monitoring of the activities of the resources, kindly clarify what work plan you are expecting to be proposed by the bidder.	The resources will operate directly under the DGS office premises. However, their attendance records, monthly reports, and proposed work allocations must be submitted along with the bill in coordination with respective manpower deployed.
3	Section 2 - Instructions to Consultants (ITC)  Clause C. Format and signing of proposals.	10	13. c) Authorized signatory of the Consultant shall sign, either physically or digitally, on each page of the Proposal	Power of Attorney, either in hard copy or in soft copy, is not required to be submitted for the Authorized signatory, since it is not requested in the RFP. Kindly confirm	Remains as per the RFP – eligibility criteria.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
4	Section 4 - Evaluation Criteria Clause EC9. Prior experience credentials	22	The responding entity should have undertaken similar consulting assignment in last 4 financial Years.	Considering the cost of the credentials, request you to consider similar consulting assignment in last <b>7</b> financial years.	Refer to corrigendum 3

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
5	Section 4 - Evaluation Criteria EC9 - Prior Experience credentials	22	<p>The responding entity should have undertaken similar consulting assignment in last 4 financial years as follows:</p> <p>-at least two consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed with the Government of India or any other state Government of net worth of Rs 10 crores at least</p> <p>- At least one consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed with the Government of India or any other state Government of net worth of more than 10 crores at least.</p>	The criteria are same for both the points. Could you clarify whether both credentials are necessary or if just one will suffice?	All the terms and conditions are mandatory. Furthermore, it is specified that among the assignment proofs submitted by the interested bidder, <b>at least two assignments must have a value of at least ₹10 crore, and one assignment must exceed ₹10 crore.</b> The entire clause remains unchanged.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
6	Section 4 - Evaluation Criteria EC9 - Prior Experience credentials	22 and 23	<p>At least three consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed with the Government of India or any other state Government of net worth of Rs. 5 crores at least</p> <p>- At least two consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed with the Government of India or any other state Government of net worth of Rs. 10 crores at least</p> <p>- At least one consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed with the Government of India or any other state Government of net worth of more than 10 crores at least</p>	<p>Considering the cost of the credentials to be submitted, request to allow the on-going projects from the bidder</p> <p><b>Request you to amend the clauses as below:</b></p> <p>-at least three consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed/on-going with the Government of India or any other state Government of net worth of Rs 5 crores at least</p> <p>-at least two consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed/on-going with the Government of India or any other state Government of net worth of Rs 10 crores at least</p> <p>- At least one consulting assignment in the nature of specialized consultancy services with a defined scope and terms of reference and specified deliverables successfully and completed/on-going with the Government of India or any other state Government of net worth of more than 10 crores at least</p>	Refer to corrigendum 3

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
7	Section 4 - Evaluation Criteria EC10 - General qualifications and number of key staff	23	Statement with specific experience and qualification details certified by HR head of the responding entity should be submitted. In case of necessity additional documentation may be called for.	Request to modify the following criteria:  Statement with specific experience and qualification details certified by HR head / Authorized Signatory of the responding entity should be submitted. In case of necessity additional documentation may be called for.	Please refer to corrigendum 3

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
8	Section 4 - Evaluation Criteria Clause 2. Evaluation criteria	25	<p>Project Lead:</p> <p>MBA from a top 30 management national institutes as per NIRF, MOE or reputed global institutes</p> <p>Or</p> <p>Postgraduate in Public Policy from top 30 national institutes as per NIRF, MOE or reputed global institutes</p> <p>Consultant 1, Consultant 2... Consultant 14:</p> <p>MBA/ B.E/B.Tech/MCA/M.Tech/ from top 30 institutes as per National Institutional Ranking Framework (NIRF), MOE or reputed global institutes</p>	<p>Request you to amend this clause as follows:</p> <p>Project Lead:</p> <p>MBA/Masters in Engineering/Masters in Planning/equivalent Masters degree in the Maritime/Logistics industry from a top 30 management national institutes as per NIRF, MOE or reputed global institutes</p> <p>Or</p> <p>Postgraduate in Public Policy from top 30 national institutes as per NIRF, MOE or reputed global institutes</p> <p>Consultant 1, Consultant 2... Consultant 14</p> <p>MBA/B.E/B.Tech/LLB/LLM/Post Graduate in Public Policy/ Engineering/ Planning/MCA/M. Tech/ Public Policy/relevant degree in the maritime industry from top 30 institutes as per NIRF, MOE or reputed global institutes.</p>	Refer to corrigendum 3

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
9	Section 4 - Evaluation Criteria Clause Technical Evaluation Process, Point 2	26	Consultant working experience: Min.1 year completed: 1 mark  On page 28, it is mentioned Working Experience: Less than 3 years	As per our understanding, the Consultants should have completed work experience of 1 year and the total work experience should be less than 3 years. Is our understanding correct? Kindly confirm.  Kindly confirm which one should be followed.	Yes, the experience criteria are from 1 to 3 years for consultants
10	Section 4 - Evaluation Criteria  Clause 2. Evaluation Criteria	(Page 26 and page 28)	In the table on page 26, for Project lead, it is mentioned “experience as team lead in e-Governance, public procurement projects in last 4 years”.  However, on page 28, for Project Lead, it is mentioned “Experience as team lead in e-Governance, public procurement projects in last 3 years”	Kindly confirm which one should be followed.	Refer to corrigendum 3
11	Section 5 - Terms of Reference Clause 5. Timelines of service	36	The period of the assignment will be for 12 months. The department may extend the contract post 12 months for required duration for another 1 + 1 year if necessitated depending on the evaluation and requirement of the SEED in the Directorate General of Shipping.	As a standard practice, it is requested to kindly consider an escalation of 10% per annum on the Man-Month Rate during extension of assignment.	Refer to corrigendum 3



S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
12	Section 5 – Terms of reference  Clause 7. Penalty Clause with Performance Bank Guarantee Forfeiture	37	Section 5 – Terms of reference  Clause 7. Penalty Clause with Performance Bank Guarantee Forfeiture (Page 37)	In accordance with government tenders, the penalty must not surpass 10% of the total value of the contract. Kindly consider the same.	Refer to corrigendum 3

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
13	Section 6 - Bidding forms	38	7. Staffing schedule	<p>On page 35, under Team Composition, the RFP states "Requirement of 15 professional support staff (1 Project Lead + 14 Consultants) as loaned staff model, where the firm will provide the salary cost, IT cost, and other statutory costs. However, in this model, the firm would not be liable for the work deliverables and monitoring of the activities of the resources. The resources would work directly under DGS's guidance, supervision, control and responsibility. This way the resources will remain independent of the firm's views."</p> <p>In the above context, kindly clarify how would you want the bidder to provide the staffing schedule, when the bidder will not have any role to supervise and control the deployed staff.</p>	The resources will operate directly under the DGS office premises. However, their attendance records, monthly reports, and proposed work allocations must be submitted along with the bill in coordination with respective manpower deployed.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
14	Section 6 - Bidding forms  Clause 3. Consultant's Past Experience Details	42	[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Up to 20 pages.]	It is requested to remove this limitation of page numbers.	Refer to corrigendum 3
15	Section 6 - Bidding forms Clause 4. Proposed Approach, Methodology and Work Plan	43	You are suggested to present your Technical Proposal (up to 40 pages, inclusive of charts and diagrams) divided into the following three chapters	It is requested to remove this limitation of page numbers.	Refer to corrigendum 3
16	Section 6 - Bidding forms Clause 4. Proposed Approach, Methodology and Work Plan	43	The work plan should be consistent with the Work Schedule of Form TECH-8.	Form TECH-8 is not included in the RFP. Kindly share the same.	Please refer corrigendum 3 (Annexure 1) for the from TECH-8

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
17	Section 6 - Bidding forms Clause 4. Proposed Approach, Methodology and Work Plan	43	You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff (role).	1. Please confirm whether the support staff should be provided in addition to the 15 identified roles? 2. Also confirm whether the bidder should include the rates of the support staff in the BoQ.	The clause states that “Technical & Support Staff” i.e. about the 15 identified role, the bidder have to provide the list of main disciplines of the assignment.
18	Section 6 - Bidding forms Clause 7. Eligibility Declarations	47	Title: REOI for engagement of a consulting firm for SEEED (Strategic Engagement, Evaluation And Execution) for D.G. Shipping, Govt. of India.	The bidder is replacing the word REOI with the word RFP. Please confirm.	Refer to corrigendum 3
19	Section 6 - Bidding forms Clause 7. Eligibility Declarations	47	(Please tick appropriate boxes or cross out any declaration not applicable to the consultant)	There are no boxes given to tick or cross. Can the bidder mention only the applicable ones? Kindly clarify.	Refer to corrigendum 3
20	Section 6 - Bidding forms Clause 7. Eligibility Declarations	48	Duly authorised to sign REOI for and on behalf of	The bidder is replacing the word REOI with the word RFP. Please confirm	Refer to corrigendum 3

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
21	Section 7- General Conditions of Contract (GCC) Clause 2.5. Force Majeure	51	Force Majeure	<p>Request to add the following point under the same:</p> <p>i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>(ii) Where bidder Personnel are required to be in present at Client's premises, bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a bidder resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	RFP clause remains same.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
22	Section 7- General Conditions of Contract (GCC)  Clause 2.6. Termination	51	Termination	Request to add the following point under the same:  The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the consultant reasonably determine that the Consultant can no longer provide the Services in accordance with applicable law or professional obligation.	RFP clause remains same

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
23	Section 7 - General Conditions of Contract (GCC) Clause 3 - Confidentiality	53	Confidentiality	<p>Request to add the following clause under the same section</p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 year from the date of termination of this Agreement.</p>	RFP clause remains same. No information to be shared on public domain by the consultants. If shared, legal action to be taken.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
24	Section 7 - General Conditions of Contract (GCC) Clause 3.6 - Reporting Obligations	54		<p>Request to add the following point under the same:</p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report.</p>	Not Accepted. All government act and rules to be followed instead regarding consultant’s confidentiality.



S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
25	Section 7 - General Conditions of Contract (GCC) Clause 9 - Limitations of Liability	57	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.	Please consider the value cap to 100% of the contract value. Further, request to add the following clause under the same section: "The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated."	The RFP Clause remains same.
26	Section 8 – Special Conditions of Contract (SCC) Clause 3.4	60	The risks and coverage by insurance shall be:  (i) Third Party liability – as stipulated by relevant government law. (ii) Client’s liability and workers’ compensation – as stipulated in the employees’ compensation act.	Request you to kindly provide the amount specifically to reduce any complexities in the future.	Please follow statutory central labour laws for insurance amount
27	Section 8 – Special Conditions of Contract (SCC) Clause 3.4	60	Professional liability – at least 110% of the Contract Price.	Request you to consider this as 100% of the contract price, as per industry standard for all government consulting contracts.	The RFP Clause remains same.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
28	Section 8 – Special Conditions of Contract (SCC)	64	Appendix A – Terms of Reference	<p>There is no Appendix A in the RFP. However, On Page 64 Appendix A is referred as Terms of Reference which is covered under Section 5.</p> <p>Kind request to confirm if Appendix A is same as Terms of Reference or it is a different section</p>	Refer to corrigendum 3

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
29	Team Composition	35 and 65	Requirement of 15 professional support staff (1 Project Lead + 14 Consultants) as loaned staff model, where the firm will provide the salary cost, IT cost, and other statutory costs. However, in this model, the firm would not be liable for the work deliverables and monitoring of the activities of the resources. The resources would work directly under DGS's guidance, supervision, control and responsibility. This way the resources will remain independent of the firm's views.	<p>It is to be noted here that the resources provided shall work independently under respective officers of DGS with the firm being not liable for work deliverables and monitoring of activities of the resources.</p> <p>However, the RFP further mentions about penalty for non-performance of key personnel (clause 7 page 37 of 65): "If any of the proposed key personnel fail to deliver as per the agreed deliverables or is found lacking in performance, a penalty of INR 10,000 per day will be levied. Persistent non-performance (more than two months) will result in the consultant being liable for replacement within 30 days, failing which, the PBG may be partially or fully forfeited"</p> <p>The above would be contradictory in nature to a "loan staffing" model of engagement. Request to remove this penalty for performance clause. The Consultant shall only be responsible to replace the resource and getting them onboarded within reasonable time frame.</p>	The RFP Clause remains same.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
30	Checklist of documents comprising Proposal	41 and 65	Proposed Approach, Methodology and Work Plan Team Composition and Task Assignments	<p>It is to be noted here that scope of work involves work around various aspects and themes and as directed by the Officer In Charge. This shall essentially negate the need for a work plan and A&amp;M document since this will not be a delivery-based engagement.</p> <p>Additionally, the scoring is summation of 84 marks for Consultants and 16 marks for Team Lead – totaling 100.</p> <p>In lieu of the above, we request removal of submission of Proposed Approach, Methodology and Work Plan and Team Composition and Task Assignments from list of submission to be included in proposal.</p>	The RFP Clause remains same.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
31	F) Award of Contract (26) Notification of Award	14	Notification of Award Prior to the expiration of the period of Proposal validity, the Client shall notify the successful Consultant, in writing, that its Proposal has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the accepted contract price. The expected date of award of contract is as stipulated under Data Sheet.	It is to be noted here that the Consultant shall inform the client in writing about acceptance of LOA / Work order post which contract signing may be started.	The rules to be followed as per notified procurement manual from DoE.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
32		36 and 65	Support provided by Client	Request to add the below in support required from the client: “The Client is solely responsible for (a) managing all aspects of its business; (b) making all management judgements and decisions, assuming all management responsibilities and performing all management functions; (c) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the Services; (d) evaluating the adequacy and results of the Services performed; (e) accepting responsibility for the results of the Services; (f) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities and (g) operating all accounting, internal control or management information systems”	The RFP Clause remains same.
33	Penalty for Delay in Deliverables Page 37 of 65	37 and 65	“In case of delays attributable to the consultant”  a penalty of 0.5% of the contract value per week will be imposed, up to a maximum of 10% of the contract value	Request to add the below:  “In case of delays solely attributable to the consultant”  a penalty of 0.5% of the contract value per week will be imposed, up to a maximum of 10% of the undelivered part of the contract value	The RFP Clause remains same.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
34	Non-Performance of Key Personnel Page 37 of 65	37	If any of the proposed key personnel fail to deliver as per the agreed deliverables or is found lacking in performance, a penalty of INR 10,000 per day will be levied. Persistent non-performance (more than two months) will result in the consultant being liable for replacement within 30 days, failing which, the PBG may be partially or fully forfeited.	<p>Please note that nonperforming candidates can be replaced by the Consultant but the penalty on lacking performance may be omitted from Consultants part. Resources deployed would be selected with utmost care but their real performance would still be dependent on the nature of work.</p> <p>Request to remove penalty of 10,000/- day.</p>	Refer to corrigendum 3
35			Contract Management Framework Signing of Contract and submission of Performance Bank Guarantee - Within 15 days of LOI issuance	It is pertinent to provide Consultant 10 days whether we accept the LOA/WO or not. Post acceptance, at least 21 days for contract check, negotiation, vetting and other internal processes	The RFP Clause remains same as per procurement manual from DoE.
36	Eligibility Declarations Page 47 of 65	47	Do not have any association (as consultant/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of DGS, as counter-indicated, in the REOI document.	We understand that the relationship conflict will be applicable to the team members directly working on this project and not firm wide - as, given the size and scale of operations of the firm for all employees this will be difficult	The RFP Clause remains same.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
37	Intended Completion Date Page 51 of 65	51	Unless terminated earlier pursuant to Sub-Clause 2.6, the Consultant shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Consultant does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub- Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.	Request to amend as below:  Unless terminated earlier pursuant to Sub-Clause 2.6, the Consultant shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Consultant does not complete the activities by the Intended Completion Date for reasons solely attributable to Consultant, it shall be liable to pay liquidated damage as per Sub- Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.	The RFP Clause remains same.
38	Termination Page 51 of 65	51	if the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;	Request to amend as below:  if the Consultant does not remedy a failure in the performance of its obligations under the Contract for reasons solely attributable to it, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;	The RFP Clause remains same.



S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
39	Termination: By the Consultant	52	<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>a. 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. (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>To add:</p> <p>“The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case</p> <ul style="list-style-type: none"> <li>- Client does not adhere to the arbitration judgement</li> <li>- if Consultant determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Consultant's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Consultant." </li></ul>	RFP clause remains same.
40	Confidentiality Page 53 of 65	53	<p>“In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.”</p>	<p>“The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year”</p>	The RFP Clause remains same.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
41	Documents Prepared by the Consultant to Be the Property of the Client page 54 of 65	54	<p>“All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with Sub- Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software.</p> <p>Restrictions about the future use of these documents, if any, shall be specified in the SCC.”</p>	<p>Please consider the below revision:</p> <p>“Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant/ Vendor/ Bidder/ Contractor shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Pre-existing of the Consultant/ Vendor/ Bidder/ Contractor’s IPR in the deliverables will still vest with the Consultant/ Vendor/ Bidder/ Contractor. Notwithstanding the foregoing, the Consultant/ Vendor/ Bidder/ Contractor retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant/ Vendor/ Bidder/ Contractor may use or develop in connection with this Contract. The Consultant/ Vendor/ Bidder/ Contractor is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Consultant/ Vendor/ Bidder/ Contractor.”</p>	RFP clause remains same.

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
42	Removal and/or Replacement of Experts Page 54 of 65	54	4.2.5 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration	<p>Please consider below amendment:</p> <p>4.2.5 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity <b>or resignation, termination or superannuation.</b> In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration</p>	RFP Clause remain same

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
43	Obligations of the Client	55	Obligations of the Client	<p>We understand that the below will also be a part of the Client's obligations:  The Company is solely responsible for (a) managing all aspects of its business; (b) making all management judgements and decisions, assuming all management responsibilities and performing all management functions; (c) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the Services; (d) evaluating the adequacy and results of the Services performed; (e) accepting responsibility for the results of the Services; (f) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities and (g) operating all accounting, internal control or management information systems</p> <p>Confirm if our understanding is correct.</p>	RFP clause is self-explanatory and for further clause specific clarification, request you to refer the above responses

S. No.	RFP References		Original Clause Text	Query / Suggestion	Response from DGS
	Section	Page No			
	Section 5 - Terms of Reference Clause 5. Timelines of service	36	The period of the assignment will be for 12 months. The department may extend the contract post 12 months for required duration for another 1 + 1 year if necessitated depending on the evaluation and requirement of the SEEED in the Directorate General of Shipping	As a standard practice, it is requested to kindly consider an escalation of 10% per annum on the Man-Month Rate during extension of assignment.	Refer to Corrigendum 3



भारत सरकार / GOVERNMENT OF INDIA  
पोत परिवहन मंत्रालय / MINISTRY OF SHIPPING

नौवहन महानिदेशालय, मुंबई  
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

Date Extension Corrigendum

**Tender Ref. No.: 22-38/7/2024-PER-DGS-28868**

**Date: 03-12-2024**

**Name:** Request for Proposals For Engagement of a consulting firm for SEED (Strategic Engagement, Evaluation and Execution for D. G. Shipping, Govt. of India)

**CPPP Tender ID:** 2024\_DGS\_833050\_1

It is to inform to all prospective bidders/PSUs that the last date and time for bid submission for the RFP invited for the above-mentioned service has been extended as per detail given below.

Milestone	Previous Date	Revised Date
Bid Submission end date and time	09-12-2024; 02:00 PM	23-12-2024; 02:00 PM
Bid Opening date and time	10-12-2024; 03:00 PM	24-12-2024; 02:00 PM

(Deependra Singh Bisen)  
Deputy Director General of Shipping