

Notice Inviting RFP


NIT No: 07/STA(IWT)- 22-10/2024- 1782

Dated: 03.03.2025 - 31/3/2025

The State Transport Commissioner, Transport Department, Government of Bihar invites proposal for "Selection of Consultant for preparation of State Maritime and Waterways Master Plan for Bihar". The bid will be evaluated through the Least Cost Based Selection (L1) method.

The tender document will be available on e-Tendering website (<https://eproc2.bihar.gov.in>). The bidders are requested to submit the requisite Tender Fee, Tender Processing Fee and EMD along with the proposal through online (<https://eproc2.bihar.gov.in>) on or before the last date of bid submission. The tender fee and tender processing fee shall be non-refundable. Important dates of this RFP are mentioned below:

Important Dates		
1.	Date of uploading of N.I.T. & other Documents (online) (Date of Publication)	04-03-2025
2.	RFP download Start Date (online) and Time	04-03-2025 at 05:00 PM
3.	Last Date and Time of sending the Pre-bid queries/ Clarifications (only through e-mail)	11-03-2025 at 11:00 AM
4.	Date of Pre-bid Meeting (offline)	12-03-2025 at 11:00 AM
5.	Last Date & Time of submission of proposals	11-04-2025 at 04:00 PM
6.	Date & Time of opening Pre-Qualification & Technical proposal(s) (online)	11-04-2025 at 05:00 PM
7.	Date & Time of Technical Presentation	16-04-2025 at 11:30 AM (only for qualified bidders)
8.	Opening of Financial proposals (online) and declaration of result	"Will be intimated later".


State Transport Commissioner,

Transport Department,

Government of Bihar



Request for Proposal
For
Selection of Consultant for Preparation of State Maritime
and Waterways Master Plan for Bihar

NIT No: 07/STA(IWT)- 22-10/2024- 1782

Dated: 03.03.2025

Issued By

Transport Department, Government of Bihar

(Vishweshwaraiyya Bhawan, Bailey Road,

Patna, Bihar, 800015)

Tel No: - (0612)-2546449

Fax No: - (0612)-2546212

Web Site: - <https://state.bihar.gov.in/transport/>

Disclaimer

This Notice Inviting e-Tender (NIT) contains brief information about the project, qualification requirements and the selection process for the successful applicant (bidder). The purpose of this NIT document is to provide applicants (bidders) with information to assist the formulation of their bid application (the “application”).

Whilst the information in this NIT has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither the Transport Department, Government of Bihar nor any of its officers or employees, shall be liable or responsible for accuracy, reasonableness or completeness of the information contained in the NIT, or for any errors, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in it. NIT is based on or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this NIT document or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of Transport Department, Government of Bihar is provided to applicant(s) on the terms and conditions set out in this NIT documents and any other terms and conditions subject to which such information is provided.

This NIT document is not an agreement and is not an offer or invitation by the Transport Department, Government of Bihar to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. The Transport Department, Government of Bihar reserves the right to accept or reject any or all applications without giving any reasons thereof. The Transport Department, Government of Bihar will not entertain any claim for expenses in relation to the preparation of NIT submissions.

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Notice Inviting RFP

The State Transport Commissioner, Transport Department, Government of Bihar invites proposal for “Selection of Consultant for preparation of State Maritime and Waterways Master Plan for Bihar”. The bid will be evaluated through the Least Cost Based Selection (L1) method.

The tender document will be available on e-Tendering website (<https://eproc2.bihar.gov.in>). The bidders are requested to submit the requisite Tender Fee, Tender Processing Fee and EMD along with the proposal through online (<https://eproc2.bihar.gov.in>) on or before the last date of bid submission. The tender fee and tender processing fee shall be non-refundable.

The Department reserves the right to accept or reject or cancel any bid or relax any part of the tender document without assigning any reason thereof.

Dated: 03.03.2025

Sd/-

State Transport Commissioner,

Transport Department,

Government of Bihar

1. Bid Data Sheet

Fact Sheet		
1.	Tender No. & Date	07/STA(IWT)- 22-10/2024-1782
2.	Brief description of the project/ assignment	Bids are invited for selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar.
3.	Tender issuing entity	Transport Department, Government of Bihar
4.	Tender Type	Open
5.	Tender Document Cost in INR (Non-Refundable)	INR. 10,000 only (exclusive of taxes) (Rupees Ten thousand only) payable online through e-Procurement portal (https://eproc2.bihar.gov.in)
6.	Tender Processing Fee (TPF) (Non-Refundable)	INR. 5,000 only (exclusive of taxes) (Rupees Five Thousand only) payable online through e-Procurement portal (https://eproc2.bihar.gov.in)
7.	Earnest Money Deposit (EMD) (Refundable)	INR 10,00,000 only (Rupees Ten Lakhs only) through online payment in e-Procurement portal (https://eproc2.bihar.gov.in)
8.	Bid validity period	180 days from the last date (deadline) for submission of proposals.
9.	Selection Process	The method of selection is Least Cost Based Selection (L1)
10.	Date of uploading of N.I.T. & other Documents (online) (Date of Publication)	04-03-2025
11.	RFP download Start Date (online) and Time	04-03-2025 at 05:00 PM
12.	Last Date and Time of sending the Pre-bid queries/ Clarifications (only through e-mail)	11-03-2025 at 11:00 AM
13.	Date of Pre-bid Meeting (offline)	12-03-2025 at 11:00 AM
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Fact Sheet		
15.	Date & Time of opening Pre-Qualification & Technical proposal(s) (online)	11-04-2025 at 05:00 PM
16.	Date & Time of Technical Presentation	16-04-2025 at 11:30 AM (only for qualified bidders)
17.	Opening of Financial proposals (online) and declaration of result	“Will be intimated later”.
18.	Contact person for queries	Joint Secretary, Transport Department, Government of Bihar, Vishwesaraiya Bhawan, 2nd Floor, Bailey Road, Patna-800015 Tel No: - (0612)-2546449 Email ID: dstransport@bihar.gov.in
19.	Address	Transport Department, Government of Bihar Vishwesaraiya Bhawan, 2nd Floor, Bailey Road, Patna-800015 Email ID: stcbihar@bihar.gov.in

Definitions

In this document, the following terms shall have the following respective meanings:

“Similar Works” shall comprise of Selection of Consultant for preparation of State Maritime and Waterways Master Plan for any State Government in India.

“Agreement” means the Agreement to be signed between the successful bidder and Transport Department, Government of Bihar including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means any firm having experience in preparation of State Maritime and Waterways Master Plan for any State Government in India. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom Transport Department, Government of Bihar signs the agreement.

“Contract” is used synonymously with Agreement.

“Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Transport Department, Government of Bihar of the benefits of free and open competition.

“GoB” / “Government” / “Govt. of Bihar” means the Government of Bihar.

“Law” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of Bihar or any other Government or regulatory authority or any administrative authority of Government.

“LOI” means issuing of Letter of Intent shall constitute the intention of the Transport Department, Government of Bihar to place the Purchase Order (PO) with the successful bidder.

“Material Breach” means a breach by either Party (Transport Department, Govt. of Bihar or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.

“Parties” means Transport Department, Govt. of Bihar and Bidder for the purposes of this Agreement and **“Party”** shall be interpreted accordingly.

“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in detailed Scope of Work.

"System Integrator/ Vendor/ Consultant" means the selected organization/ Consulting Firm through this bidding process who will provide the services under the Agreement.

“Requirements” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

“Termination Notice” means the written notice of termination of the Agreement issued by Transport Department, Government of Bihar.

“Service Level” Means the level of service and other performance criteria which will apply to the Services delivered by the bidder.

“SLA” means the Performance and Maintenance SLA executed as part of the Master Service Agreement.

2. Introduction

2.1. Background

The State Maritime and Waterways Master Plan is essential for enhancing port infrastructure and boosting import and export capabilities. It improves facilities for cruise ships and recreational boating, encourages environmentally friendly practices to minimize pollution and habitat destruction, and integrates maritime transport with rail, road, and air networks for efficient cargo movement. A comprehensive plan can attract public and private investment in infrastructure, contributing to economic stability and growth.

In line with this vision, the Transport Department, Government of Bihar, has initiated the process of onboarding a consultant with the expertise to develop a State Maritime and Waterways Master Plan. This plan aims to position Bihar as a leading player in India's maritime sector, leveraging its riverine resources for economic and sustainable growth.

2.2. Summary of the Scope of Work

A State Maritime and Waterways Master Plan is a strategic framework that supports economic growth, environmental sustainability, and community well-being. Its primary objective is to align with the Maritime India Vision 2030, Maritime Amrit Kaal Vision 2047, and the Blue Economy Vision, positioning the state as a leading maritime hub in India.

It is a strategic initiative aimed at enhancing the state's maritime infrastructure, promoting sustainable development, and integrating various facets of water-based transport and commerce. This plan aligns with the broader objectives set by the Ministry of Ports, Shipping, and Waterways (MoPSW) under the Sagarmala Programme, which seeks to harness India's coastline and inland waterways for economic growth.

3. Instructions to the Bidders

3.1. General Instructions

- a) Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Department through the selection process specified in this RFP (the "Selection Process"). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given, and that Department's decisions are without any right of appeal whatsoever.
- b) The Applicants are invited to submit Technical and Financial Proposals (collectively called as "the Proposal"), as specified in this RFP / Data Sheet, for the services required for the consultancy services for "Preparation of State Maritime and Waterways Master

Plan for Bihar”, hereinafter referred to as the “Assignment”. The Proposal will form the basis for contract signing with the Consultant. The Consultant shall submit the Deliverables in accordance with the Terms of Reference of this RFP (the “ToR”).

The Applicants shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Consultant shall be required to enter into a Contract with the Transport Department, Govt. of Bihar in the form specified in this RFP (the “Contract”).

- c) Applicants should familiarize themselves with local conditions and take them into consideration in preparing their Proposals.
- d) The Transport Department, Govt. of Bihar will provide, at no cost to the Consultant, available inputs, if any required to carry out the services.
- e) Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection Process, including but not limited to postage, delivery charges, expenses associated with any demonstrations or presentations, attending all the meetings which may be required by the Transport Department, Govt. of Bihar or any other costs incurred in connection with or relating to its Proposal. The Transport Department, Govt. of Bihar is not bound to accept any Proposal and reserves the right to annul the Selection Process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- f) Transport Department, Govt. of Bihar requires that the Consultant provide professional, objective, and impartial advice and at all times hold Transport Department, Govt. of Bihar’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the Assignment in the best interests of Transport Department, Govt. of Bihar.
- g) It is the Transport Department, Govt. of Bihar’s policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Transport Department, Govt. of Bihar -
 - 1. defines, for the purposes of this provision, the terms set forth below:
 - (a) “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - (b) “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Transport Department, Govt. of Bihar and includes collusive practices among

consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Transport Department, Govt. of Bihar of the benefits of free and open competition.

2. will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question.
3. will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
4. In the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal.

3.2.e-Procurement 2.0 Process related instructions.

Submission of Proposals (through electronic mode only)

1. The Bidder shall submit his bid/tender on e-Procurement 2.0 platform at <https://eproc2.bihar.gov.in>.
2. The Bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The Bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published on the e-Procurement 2.0 platform.
3. The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given on e-Procurement 2.0 website. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement 2.0 web site. The Bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

4. All the required documents should be attached to the proper place as mentioned in the e-forms otherwise the tender of the Bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
6. Cost of BOQ/ Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
7. "Earnest Money Deposit (EMD)" can be paid either through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
8. The tender opening will be done online only.
9. Any corrigendum or date extension notice will be given on the e-Procurement website only.
10. For support related to e-tendering process, Bidders may contact at the mentioned below:

Toll Free No. 1800 572 6571,

Email Id: - eproc2support@bihar.gov.in

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal <https://eproc2.bihar.gov.in> before the date and time specified in the RFP. The department/Tendering Authority doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

3.3. Bid Documents

Bidder is expected to examine all instructions, forms, terms and requirements in the bid document. Failure to furnish all information required by the bid document or submit a Bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. All documentation is required to be in English.

3.4. Completeness of Response

- I. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- II. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must -
 - (a) Include all documentation specified in this RFP.

- (b) Follow the format of this RFP and respond to each element in the order as set out in this RFP.
- (c) Comply with all requirements as set out within this RFP.

3.5. Pre-bid Conference (PBC) & Clarifications

The Transport Department, GoB shall hold a pre-bid meeting with the prospective Bidders offline at the office of Transport Department, GoB, Patna. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the Nodal officer as per the schedule of bids by email only in editable excel format. The bidder has to submit their queries to: dsrtransport@bihar.gov.in;

The responses will be transmitted to the prospective Bidders through appropriate means. However, it will be Bidder's responsibility that they collect all responses. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder. The queries should necessarily be submitted in the following format in editable excels.

S. No	RFP Document Reference(s)	Section & Page Number(s)	Content of RFP requiring Clarification(s)	Points of clarification
1.				
2.				
3.				
4.				

The Transport Department, GoB shall not be responsible for ensuring that the Bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the Transport Department, GoB.

3.6. Responses to Pre-Bid Queries and Issue of Corrigendum:

Tenderer reserves the right not to respond to any/ all queries raised, or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The corrigendum shall be uploaded on the website <https://eproc2.bihar.gov.in> .

The Transport Department, GoB will endeavor to provide timely responses to all queries. However, the Transport Department, GoB makes no representation or warranty as to the completeness or accuracy of any response; nor does the Transport Department, GoB undertake to answer all the queries that have been posed by the Bidders.

At any time prior to the last date for receipt of bids, Transport Department, GoB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through a corrigendum. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website <https://eproc2.bihar.gov.in>;

Any such corrigendum shall be deemed to be incorporated into this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Transport Department, GoB may, at its discretion, may extend the last date for the receipt of Proposals.

3.7. Bid security i.e. Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of INR 10,00,000/- (Ten Lakhs only), through online mode only at eProcurement website (in the format specified in Annexure-VIII issued by any nationalized/ scheduled commercial bank in favor “Transport Department, Government of Bihar”, payable at Patna and should be valid for 6 months from the date of submission of bid response. No interest shall be payable on Bid Security under any circumstance.
- b. EMD of all unsuccessful Bidders would be refunded by Transport Department, GoB within sixty (60) days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure-IX.
- c. The EMD of the unsuccessful Bidder will be returned without any interest accrued thereon at the earliest after the final bid validity period and latest on or before the 30th day after the award of the contract.
- d. The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

3.8. RFP Document Fees

The Bidder can download the RFP documents from the website <https://eproc2.bihar.gov.in>. The RFP Document fees of INR 10,000/- (INR Ten thousand) (excluding taxes) should be paid online through e-payment mode i.e. NEFT/RTGS/Credit Card/Debit Card on <https://eproc2.bihar.gov.in>. Proposals received without or with inadequate RFP Document fees shall be rejected.

3.9. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and The Transport Department, GoB shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.10. Right to Terminate the Process

- (a) The Transport Department, GoB may terminate the RFP process at any time and without assigning any reason. Transport Department, GoB makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- (b) This RFP does not constitute an offer by the Transport Department, GoB. The Bidder's participation in this process may result Transport Department, GoB selecting the Bidder to engage towards execution of the contract.

3.11. Authentication of Bids

The Proposal should be accompanied by a board resolution/ power-of-attorney in the name of the signatory of the Proposal.

3.12. Bid Validity

All bids should remain valid for a period of 180 days (i.e. 6 months) from the Last date (deadline) for submission of bids and Transport Department, GoB reserves the right to reject a bid valid for shorter than 6 months, considering as non-responsive without any correspondence.

In special circumstances, Transport Department, GoB may solicit extension of the period of validity from a Bidder. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall also be sufficiently extended. Bidder granting extension of validity will not be permitted to modify its bid.

3.13. Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translated copies of the same in English language is to be self-attested by the Bidders.

3.14. Fraud and corruption

The Transport Department, GoB requires that Bidder must observe the highest standards of ethics during the entire process of tendering and during execution of the contract. In pursuance of this policy, The Transport Department, GoB define, for the purpose of this provision, the terms set forth as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Transport Department, GoB in contract executions.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to Transport Department, GoB and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive The Transport Department, GoB of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which is given by the Transport Department, GoB in this Tender.
- (d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

The Transport Department, GoB shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent or unfair trade practices. Once the contract is signed and if it is noticed that the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be sufficient ground for The Transport Department, GoB for termination of the contract and initiate blacklisting of the Bidder.

3.15. Tender Opening

The Proposals submitted before the last date and time of submission will be opened as per the schedule of bid process mentioned in the data sheet of this RFP or notified by a corrigendum through the e-proc site.

3.16. Rejection criteria

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under the following circumstances:

3.16.1. General rejection criteria

- i Conditional Bids;
- ii If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
- iii Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iv Bids without signature of person (s) duly authorized on required pages of the bid;

- v Bids without power of attorney/ board resolution.

3.16.2. Pre-Qualification rejection criteria

- i Bidders not complying with the Eligibility Criteria given in this Tender;
- ii Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive or clarification sought by Transport Department, GoB is not adequately addressed and complied by the Bidder;

3.16.3. Commercial Rejection Criteria

- i Incomplete Financial Bid;
- ii Financial Bids that do not conform to the Tender's Financial bid format;

3.17. Clarifications

If deemed necessary, the Transport Department, GoB may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted. The Transport Department, GoB may, if so desire, ask the Bidder to give a presentation for the purpose of clarifying the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the Bidders.

3.18. Preliminary Examination

The Transport Department, GoB will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Bids from agents without proper authorization from the manufacturer shall be treated as non-responsive.

A bid determined as not substantially responsive will be rejected by the Transport Department, GoB and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Transport Department, GoB may, if necessary, waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

3.19. Joint Venture, Consortium or Association

Consortiums or associations of companies will not be allowed.

3.20. Project Duration

The entire duration of the project will be for **1 (one) year** from the date of signing of the service agreement with the successful bidder and may be extendable for another **1 (one) year** based on the satisfactory performance and with unaltered terms & conditions.

4. Special Terms and Conditions of the Tender

4.1. Liquidated Damage

Subject to clause for Force Majeure if the selected Bidder fails to complete the project as per the timeline mentioned in the RFP or any extended date mutually agreed between Transport Department, GoB & the selected bidder:

- Consulting Firm repudiates the contract before completion of the work, Transport Department, GoB at its discretion may without prejudice to any other right or available remedy, may recover 10% of the total contract value, Transport Department, GoB may invoke termination clause. LD will be addition to any other penalty applicable during the contract period.
- In the event it leads to termination, the Transport Department, GoB shall give 30 days' notice to the vendor of its intention to terminate the contract and shall so terminate the contract unless during the 30 days' notice period the vendor initiates remedial action acceptable to the Transport Department, GoB.
- The Transport Department, GoB may without prejudice to its right to affect recovery by any other method deduct the amount of liquidated damages from any money belonging to the vendor in its hands (which includes the Transport Department, GoB right to claim such amount against vendor's Performance Bank Guarantee or which may become due to the vendor. Any such recovery or liquidated damages shall not in any way relieve the vendor from any of its obligations to complete the works or from any other obligations and liabilities under the Contract.

4.2. Patents & Copyright

If a third-party claims that a solution delivered by the Consulting Firm to Transport Department, Govt. of Bihar under this project infringes that party's patent or copyright, the Consultant shall defend Transport Department, Govt. of Bihar against that claim at Consulting Firm's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Vendor.

4.3. Governing Laws

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Patna shall have exclusive jurisdiction in all matters arising under the contract. The Consulting Firm shall keep himself fully informed of all current national, state and municipal law and ordinances. The Consulting Firm shall at their own expense, obtain all necessary permits and licenses and pay all fees and taxes required by law. These will be Consulting Firm's entire obligation regarding any claim of infringement.

4.4. Termination for Default

The Transport Department, GoB may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the Consulting Firm, terminate the contract fully or in part:

- a) If the Consulting Firm materially fails to render any or all the services as per service standards specified in the contract or any extension thereof granted by Transport Department, GoB in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from Transport Department, GoB Or
- b) If the Consulting Firm in the judgement of the Transport Department, GoB has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement Or
- c) Violation of any other terms of the Agreement.

The Transport Department, GoB will invoke the amount held back from the Consulting Firm as PBG. In such cases the next responsive Bidder will be asked to perform the assignment for the remaining period of contract at identified L1 price through this tendering process and so on.

4.5. Termination for Insolvency

The Transport Department, GoB may at any time in the interest of public service, terminate the Contract by giving written notice to selected Consulting Firm if selected Consulting Firm becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the selected Consulting Firm, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Transport Department, GoB against the selected Consulting Firm, in the interest of public service.

4.6. Signing of Non-Disclosure Agreement

The selected bidder has to sign a non-disclosure agreement with the Transport Department, GoB as per the format approved by Transport Department, GoB after signing of the contract. The Firm has to ensure that no data in any form concerning the project or its outcome will be shared /supplied /sold to any third party/ individual by the vendor and the vendor will be liable under relevant clauses of I.T. Act 2000 and its amendment for any breach of this clause.

4.7. Performance Security

The successful bidder shall, within fourteen (14) days of the notification of Contract award should provide a Performance Security in the form of a Bank Guarantee (BG), amounting to the 10% of the contract value for the entire contract period as its commitment to perform services under the contract. The bidder has to submit a BG as per the format mentioned in Annexure - IX: Performance Bank Guarantee Format.

Failure to comply with the requirements as per the contract shall constitute sufficient grounds for the forfeiture of the Performance Security. The Performance Security shall be released immediately after expiry of contract provided there is no breach of contract on the part of the bidder. No interest will be paid on the Performance Security.

The Transport Department, GoB reserves the rights to validate the authenticity of the payment for Performance Security before signing the contract. In case of any discrepancies, the successful bidder will be asked to resubmit the BG within the stipulated time.

4.8. Taxes

The Bidders shall fully familiarize themselves with the applicable domestic taxes (such as GST, income taxes etc.) on the amounts payable by the Purchaser under the subsequent Agreement.

4.9. Insurance Coverage

The Bidders at their cost shall arrange, secure and maintain all insurance as may be pertinent to the Services and obligatory in terms of law to protect their interest and interest of Transport Department, GoB. The responsibility to maintain adequate insurance coverage at all times shall be of the Bidder alone. The Bidder's failure in this regard shall not relieve them of any of his contractual responsibilities, obligations and liabilities.

4.10. Force Majeure

- The selected Consulting Firm, those who will be selected through proper tendering route, shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Consulting Firm and not foreseeable mentioned as blow -
 - a) War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
 - b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
 - c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
 - d) Strike, sabotage, lockout, lockdown, embargo, import restriction, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, pandemics, quarantine and plague.
 - e) Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.
- If a Force Majeure situation arises, the concerned vendor shall promptly notify the Transport Department, GoB in writing of such condition and the cause thereof. Unless otherwise directed by the Transport Department, GoB in writing, the Consulting Firm shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.11. Indemnity & Limitation of Liability

a) Clause 1:

The selected Consulting Firm (the "Indemnifying Party") undertakes to indemnify Transport Department, GoB (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour

of any person, Board or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under the Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

b) Clause 2:

The indemnities set out shall be subject to the following conditions:

- i.) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii.) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence; and such cost borne by the indemnified party shall be deducted from the payment due to the Indemnifying party.
- iii.) If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such

defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.

- iv.) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- v.) All settlements of claims subject to indemnification under this Clause will:
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- vi.) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
- vii.) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.
- viii.) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
- ix.) If a Party makes a claim under the indemnity set out above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of the vendor (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including delivery of Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. The liability cap given under limitation of liability clause shall not be applicable to the indemnification obligations set out here.

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption,

lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in this section) even if it has been advised of their possible existence.

The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

4.12. Arbitration

- Transport Department, GoB and the selected Consulting Firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Agreement.
- If, after thirty (30) days from the commencement of such informal negotiations, Any and all disputes, controversies and conflicts (“Disputes”) arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference to Bihar Arbitration Tribunal in accordance with Bihar Public Works Contracts Dispute Arbitration Tribunal Act, 2008, Rules framed there under or procedure prescribed by the Bihar Arbitral Tribunal. The award of Bihar Arbitral Tribunal shall be final and binding on the parties. It is further clarified in case any dispute/s is/are not come in the preview of “Work Contract” defines under the Section 2 (k) of the public Works Contracts Dispute Arbitration Tribunal Act, 2008, then in that case same shall be governed as per provisions of Arbitration and conciliation Act, 1996 and shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. The place of arbitration shall be Patna, and the language used in the arbitral proceedings shall be English. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction and sole arbitrator shall be appointed by the Secretary, Transport Department, GoB.

5. Pre-qualification (Eligibility) Criteria

#	Basic Requirement	Eligibility Criteria	Document Proof
1.	Annual Turnover	The bidder should have average annual turnover of more than Rs. 4 Crores for last 3 financial years (i.e. 2021-22, 2022-23, and 2023-2024).	A certificate from the Chartered Accountant on their letter head confirming annual turnover and positive net worth during the mentioned period as per format given in Annexure-IV
2.	Organization's profitability	The Bidder must have positive net worth & must be profitable in the last financial year 2023-2024.	
3a	Project Experience	The Bidder should have experience in executing consultancy service projects in India. The bidder should have completed at least 2 (two) consultancy projects for any State/ PSU/ Central Government Institution during the last 10 years as on bid submission date.	Work Order or Purchase Order (PO) or 'Letter of Intent (LoI) and Agreement/ Contract document/ Completion Certificates justifying project value and scope of work mentioned in the criteria.
3b.	Project Experience	The Bidder shall have completed at least one (1) consultancy service project related to Ports, Inland Waterways, Jetties, Harbours, Marinas, Ferry Lines or Passenger Terminals and provided Consultancy to any State/Center/PSU Maritime Boards in last 10 years as on date of bid submission.	The certificate from the concerned authority of the Government Department and copy of Work Order or Purchase Order (PO) or 'Letter of Intent (LoI).
4	Manpower	The bidder must have on its payroll at least 25 (twenty-five) technically qualified (B.E/ B. Tech/ M.E/ M. Tech/ MCA) resources as on date of bid submission.	Certificate from bidder's HR Department for the number of Technically Qualified professionals employed by the company as on date of bid submission.
5.	Legal Entity	<ul style="list-style-type: none"> The bidder must be a registered legal entity like registered under 	<ul style="list-style-type: none"> Certificate of Incorporation/ Registration.

#	Basic Requirement	Eligibility Criteria	Document Proof
		<p>Companies Act 1956/2013 or Partnership firm or Registered Proprietorship Firm incorporated in India.</p> <ul style="list-style-type: none"> The bidder should have existence in India for last 10 years (as on 31.03.2024). The bidder should be into the business of consultancy services for the last 10 years (as on 31.03.2024). The bidder shall be solvent at the date of bidding. 	<ul style="list-style-type: none"> Certificate from Chartered Accountant for existence of firm for last 10 years. Certificate from Chartered Accountant for consultancy services for last 10 years. Certificate from Chartered Accountant for Solvency declaration.
6.	Other legal documents	<ul style="list-style-type: none"> TAN Certificate GST Certificate Income Tax Return (Latest 5 years) Copy of PAN Articles of Association/ Company Registration (depending on company type) 	Copy of the valid documents with clear evidence. No vagueness will be allowed.
7.	Blacklisting	The Bidder must not be blacklisted/ deburred by any Central / State Government / Public Sector Unit (PSU)/any Government organisation in India at the time of bid submission	Applicant shall submit a declaration on Non-Judicial Stamp paper (format as per Annexure-VI).
8.	Power of Attorney	The bidder should submit the Power of Attorney of Authorization for signing the bid in Non-Judicial Stamp Paper.	Scanned copy of Power of Attorney needs to be uploaded

Note:

- The Bids shall be submitted only by the Bidder; No consortium and No sub-contracting will be allowed in this Bid.

- In the absence of any of the above, the bid will be treated as non-responsive and hence shall be summarily rejected.
- Only those Bidders, who fulfill all the criteria mentioned above, shall be eligible for opening of their Financial Bid

6. Technical Qualification Criteria

- Only those bidders who satisfies all Pre-Qualification (Eligibility) Criteria, shall be considered for Technical bid evaluation.
- Technical presentation shall be a part of the process for evaluation of the bids
- Any bid found to be non-compliant of the mandatory Technical Requirements, RFP terms and conditions and the Scope of Work, shall be rejected and not be considered for further evaluation.
- A score would be given to each bidder by the Department based on the scoring criteria mentioned below.
- Bidder should secure at least **70 marks under technical evaluation**. Only those bidders who obtain **70 or more marks** will be qualified for the financial bid evaluation. Failing to secure minimum marks shall lead to rejection of the Bid.
- The Technical Evaluation Committee of the Department will evaluate both technical & commercial bids received in response to this RFP. The findings of the said Committee and subsequent decision of State Government shall be final and binding on all the Bidders.
- The Technical Evaluation criteria are mentioned below:

SL No	Technical Evaluation Criteria	Description	Max Marks
1	Past Experience of the Bidder		
1a	Project Experience	<p>Experience of bidder in Consultancy Services -</p> <p>Relevant project experience related to Ports/ Inland Waterways/Jetties/ Harbours /Marinas/ Ferry Lines/ Industrial development/Passenger Terminals and provided Consultancy services to any State Maritime Boards/Ports during the past 10 years (ended on 31.03.2024).</p> <p><u>Scoring Criteria:</u></p> <p>- 5 marks will be awarded for each project up to a maximum of 20 marks.</p>	20

SL No	Technical Evaluation Criteria	Description	Max Marks
		Completion Certificate/LOA's from the concerned authority has to be submitted.	
1b		<p>Experience of bidder in Consultancy Services with Maritime Boards -</p> <p>Relevant project experience with State Maritime Boards during the past 10 years (ended on 31.03.2024).</p> <p><u>Scoring Criteria:</u></p> <ul style="list-style-type: none"> • One State Maritime Board/Ports: 5 marks • Two State Maritime Boards/Ports: 10 marks • Three State Maritime Boards/Ports: 15 marks • More than three State Maritime Boards/Ports: 20 marks <p>Work Order/ Work Completion certificate from the State Maritime Board has to be submitted as proof.</p> <p>Experience with Private Ports, International Ports and/or Major Port Authorities shall not be considered for this scoring.</p>	20
2	Resource Criteria		
2a	Team Leader- Port Planning Expert (1)	<p>Educational Qualification – MBA / PGDM/ M. Plan from premier institutions</p> <p>Industrial Experience – Minimum 7 years of consulting experience in any State/Central Government Department or PSU. Additionally, the resource must have at least 1 year of consulting experience with any State Maritime Board.</p> <ul style="list-style-type: none"> • Between 7 to 10 years = 5 Marks • More than 10 years = 10 marks <p>Note: The bidder needs to submit the signed Curriculum Vitae of the proposed resource as per the format mentioned in Annexure-X along with their proposal</p>	10

SL No	Technical Evaluation Criteria	Description	Max Marks
2b	Consultant (1)	<p>Educational Qualification – B.E/ B. Tech/ M.E/ M. Tech/ MCA from reputed institutions of national importance.</p> <p>Industrial Experience–Minimum 5 years of Consulting Experience in any State/ Central Govt. Department/ PSUs</p> <ul style="list-style-type: none"> Between 5 to 7 years= 5 marks More than 7 years= 10 marks <p>Note: The bidder needs to submit the Curriculum Vitae of the proposed resource as per the format mentioned in Annexure-X along with their proposal</p>	10
2c	GIS Analyst (1)	<p>Educational Qualification – B.E/ B. Tech/ M.E/ M. Tech/ MCA from reputed institutions of national importance.</p> <p>Industrial Experience–Minimum 5 years' Experience in Geospatial Data Analytics & Advanced Spatial Analytics</p> <ul style="list-style-type: none"> Between 5 to 7 years= 5 marks More than 7 years= 10 marks <p>Note: The bidder needs to submit the Curriculum Vitae of the proposed resource as per the format mentioned in Annexure-X along with their proposal</p>	10
3	Technical Presentation	It would be evaluated from the technical proposal documentation and technical presentation by the bidder to the Department	30

7. Commercial Bid Evaluation Criteria

- i. The bidders who score **70 marks or above** in the Technical Evaluation, will be eligible for opening of their Financial Bid.
- ii. In the event, if there are 2 or more Bidders have offered the same (lowest) Price, the Bidder securing the higher technical score will be adjudicated as the Lowest Price (L1) bidder.
- iii. Lowest Price (L1) will be called for Financial Negotiation.
- iv. After Financial Negotiation, the Department will issue the Letter of Intent (LoI) to the Lowest Price (L1) Bidder.
- v. In case, if the Lowest Price (L1) bidder fails to accept the LoI and or fails to sign the agreement within 21 days from issuance of the LoI, the Department reserves the right to award the project to the next eligible bidder.
- vi. Any discrepancies (in Financial Bid) between number and words, the amount mentioned in word will prevail over the number.

8. Scope of Work

The Consultancy Firm will work in tandem with the Department's staff with focus to develop a 'State Maritime & Waterways Master Plan (SMWMP) for the State of Bihar and provide "Project Management Support to the initiatives of Inland Waterways Transport, Bihar for the Preparation and Implementation of State Maritime & Waterways Master plan and other Maritime Development Projects for the State of Bihar".

The selected Consultancy Firm shall provide dedicated resources stationed full-time at the department as iterated in this RFP document. The deployed resources shall work directly under the Transport Department, Bihar and shall be responsible for delivering the services mentioned.

The scope of work is divided into two phases. Both the phases are recommended to commence at the same time for ensuring comprehensive undertaking of the project.

- i. **Phase-I** – Preparation of Preliminary Project Report which includes State Maritime and Waterways Masterplan for Bihar
- ii. **Phase-II** – Project Management Support for Maritime Development Projects to the IWT Cell of Transport Department, Bihar.
 - The detailed Scope of work that needs to be followed & performed by the selected Consultant for each module has been outlined below.
 - This scope is a tentative one and may be changed during the execution of the assignment

Phase-I – Preparation of Preliminary Project Report which includes State Maritime and Waterways Masterplan for Bihar

8.1 Project Initiation

- Deployment of resources as mentioned in the RFP & proposal document by the Consultant
- Interact with the key officials of the Department to prepare a detailed project charter containing a detailed project plan
- Perform preliminary requirement gathering and will Identify key stakeholders, including governmental agencies, private sector participants, community groups, environmental organizations etc., their roles, communication protocol, escalation matrix, Risks, Assumption & Dependencies
- Prepare & present Project Charter for discussion, feedback & finalization
- Prepare and submit Project Inception Report

8.2 Requirement Gathering & Analysis

- The prime focus of this activity is to understand the Project Scope, interact with the potential stakeholders to understand the broad requirements.
- Provide a historical overview of the state's maritime sector, highlighting significant developments, policies, and milestones.
- **Current Status Assessment:** Conduct a thorough assessment of the current maritime infrastructure, inland waterways, Port Infrastructure, coastal resources and traffic potential. Include data on port capacities, cargo volumes, navigable waterways, and coastal economic zones.
- Identification of key routes, feasibility of new terminals, and integration with multimodal transport.
- Environmental and socio-economic impact assessments.
- **SWOT Analysis:** Provide a comprehensive SWOT analysis of the state's maritime sector, identifying critical strengths, weaknesses, opportunities, and threats.
- **Gap Identification:** Identify gaps and areas for improvement in infrastructure and services.
- **National and International Benchmarking:** Compare current state capabilities and performance with national and international standards and best practices to identify gaps and opportunities for improvement

- **Institutional Mechanism:** Analyze the existing institutional mechanisms governing the maritime sector, including regulatory bodies, policy frameworks, and coordination mechanisms among various agencies.

8.3 Implementation Plan

- **Phased Implementation:** Outline a phased implementation plan with short-term, medium-term, and long-term projects with expected timelines for the achievement of Key Performance Indicators (KPI)s.
- **Detailed Action Plan:** Provide a detailed action plan with specific activities, timelines, responsible agencies, and performance metrics.
- **Resource Mobilization:** Identify and mobilize financial and human resources required for plan implementation. Develop partnerships and leverage existing resources.
- **Financing:** Develop a comprehensive financing strategy, including public-private partnerships (PPPs), government funding, community funding, local body funding, self-sustaining funding, international loans and grants, and private sector investments. Ensure financial sustainability and risk management.

8.4 Monitoring and Evaluation

- **Key Performance Indicators (KPIs):** Define specific, measurable, achievable, relevant, and time-bound (SMART) KPIs to track progress.
- **Review Mechanism:** Establish regular review and feedback mechanisms, including quarterly and annual progress reports.
- **Risk Management:** Identify potential risks and develop mitigation strategies to ensure the successful implementation of the master plan.

8.5 Inland Waterways Development

- **Identification and Development:** Identify key inland waterways for development.
- **Cargo and Passenger Infrastructure:**
 - Plan for the development of warehouses, and passenger amenities.
 - Identify warehousing and storage facilities to support cargo operations across rivers of the state.
 - Streamline customs and regulatory processes to facilitate smooth cargo movement
 - Study feasible intermodal connectivity for improving connectivity between river coasts and hinterlands through efficient intermodal transport systems.

- Study on development of dedicated freight corridors, integrate rail and road networks, and enhance last-mile connectivity to reduce transportation costs and transit times.
- **Environmental Sustainability:** Implement measures to ensure the ecological sustainability of waterways, including pollution control and habitat preservation.

8.6 Coastal Riverine Tourism

- **Infrastructure Development:** Develop coastal tourism infrastructure master plan considering marinas, resorts, and recreational facilities.
- **Riverine Tourism Promotion:** Study feasible river coastal tourism activities in the state such as cruises, water sports, and eco-tourism, ensuring minimal environmental impact.
- **Ecosystem Preservation:** Study on strategies for the conservation of river side coastal ecosystems and biodiversity.

8.7 Development of Preliminary Project Report

Based on the above study, the selected consultant will prepare a Preliminary Project Report (PPR) which should provide an initial assessment of a project, including feasibility, scope, estimated costs, potential challenges and **State Maritime and Waterways Masterplan for Bihar**. The major areas that must be covered in the PPR should include (but not limited to):

- Provide brief background and justification for the project.
- Highlight the need or problem the project aims to address.
- Clearly state the objectives and expected outcomes.
- Define the scope (what will be covered and what won't).
- Mention any assumptions or limitations.
- Current State Assessment and future needs
- Provide an overview of the technology, methods, and processes.
- Identify key resources (land, manpower, materials, etc.).
- Provide an initial cost estimate (capital and operational).
- Outline the major phases and milestones of the project.
- Provide a tentative schedule for completion.
- Highlight potential risks and mitigation strategies.
- Identify necessary approvals and permits.
- Assess potential environmental impacts and mitigation measures.

- Summarize key findings and feasibility.
- Provide preliminary recommendations for project execution.
- Suggest next steps, including preparation of a Detailed Project Report (DPR) for proposed interventions.

Phase-II – Project Management Support for Maritime Development Projects to the IWT Cell of Transport Department, Bihar

8.8 Knowledge Support

- i. Providing Knowledge Support and developing a shelf of projects, for submission to various Government entities and schemes.
- ii. Prepare/categorize project bundles (new projects/ Upgradation/ modernization/ renovate/ refurbish/ Adaptive Re-use etc.)
- iii. Device strategy for implementation of identified projects
- iv. Propose suitable project structures such as PPP, EPC, ROMT for ensuring comprehensive undertaking of projects.

8.9 Investment Promotion and Outreach Assistance

- i. Develop and implement strategies to identify new business opportunities to attract investments and create revenue streams for the IWT Cell within Transport Department, Government of Bihar.
- ii. Identify Investment sources for the projects through grants from schemes, loans, interest subventions, equity share, partnerships and private investments
- iii. Provide assistance in organizing road shows and undertaking investor outreach initiatives to attract maritime sector investments.
- iv. Provide handholding support in formulating maritime sector proposals appraisal and institutionalizing the project facilitation framework till implementation, including PPP advisory
- v. Establish and maintain relationships with key stakeholders, including Government agencies, industry partners, and potential investors for forecasting as it may lead to strategic partnerships, collaborations, investments, signing of MoUs, etc.
- vi. Provide knowledge support in the implementation of various maritime promotion campaigns to be implemented in coordination with other media/PR agencies, including IT support

8.10 Coordination and Representation Support

- i. Assisting the IWT Cell of the Transport Department, GoB in stakeholder consultation and interaction with various state departments and Central Ministries such as Sagarmala Cell, Ministry of Ports, Shipping and Waterways, MoEFCC, MoES, MoRTH, MoR etc, and other agencies such as CWPRS, IIT Madras, NTCPCW etc.
- ii. Monitoring the progress and status of the Sagarmala Projects of the state and facilitate coordination with MoPSW and other stakeholders for the same.
- iii. Assisting the Committees like Land Allotment Committee, Technical Appraisal Committee etc. with relevant data, analysis, and documentation.
- iv. The Consultancy firm shall facilitate meetings, including preparation of agenda, talking pointers, proceedings, action items and subsequent follow-ups.
- v. Coordinating and consulting with various stakeholders to collate and submit necessary information / documents.
- vi. Coordinating with various stakeholders during events such as Roadshows, Summits, Conclaves etc. including Government Authorities, Consultants, Investors, Agencies, Other Parties etc.

8.11 Drafting Letters, Memos, Speeches, etc.

- i. Identifying key discussion topics to be brought up during events, summits and conclaves
- ii. Setting up meetings and appointments for the office of the IWT Cell of the Transport Department, GoB.
- iii. Representation on behalf of the Transport Department, Govt. of Bihar in key meetings with various stakeholders both on-site and in-situ
- iv. Liaising and other support for interaction in Maritime Development
- v. Pre & Post event follow-ups for Maritime events including Summits, Conferences, etc.
- vi. Monitoring and evaluation of social media outreach campaign by media/ PR agencies
- vii. Preparation of case studies and success stories for the State

8.12 Project Closure

At the end of support period the Consultant will enter into the Project Closure phase in which they have perform the following activities (but not limited to) –

- i. Update & finalize all relevant project documents
- ii. Prepare Knowledge Transfer Plan
- iii. Complete Knowledge Transfer Process

- iv. Take Project Closure Clearance/ Certificate from the Transport Department, Government of Bihar

9. Deliverables, Timelines & Payment Schedule

Sl. No.	Activity/Deliverables	Timelines (in weeks)	Payment (% of Contract Value)
Phase-I: Deliverable Based			
1	Project Inception	To + 2	5%
2	D1: Draft Preliminary Project Report which includes State Maritime Waterways (SMW) Master Plan	To + 20	10%
3	D2: Final Preliminary Project Report which includes State Maritime Waterways (SMW) Master Plan	To + 25	15%
Phase-II: Operational Phase			
4	O&M Support – Post submission of Final State Maritime Waterways (SMW) Master Plan	27 weeks, post submission of SMW Master Plan	70% (Payable quarterly at the end of each quarter after deductions of penalties)

Note:

- Any penalty imposed on the selected Consulting Firm for non-performance/non-fulfillment of the condition (s) mentioned in this RFP document, shall be deducted from the bill/invoice.
- All invoices should be in the name of the Transport Department, Government of Bihar.
- All forms of taxes including Income Tax, GST, etc. as applicable shall be deducted at source as per the prevalent rules and regulations at the time of making payments to the selected Consulting Firm during the billing cycles.

10. Service Level Agreement

It should be noted that suitable penalty amount would be charged to the consultancy firm in case of delay from their end. In case of any deficiency in Services as per predefined timelines, the following steps will be taken by the Department.

- a) The Department may issue notices to the Consultant for minor deficiencies on its part.

- b) The penalties on individual service levels would be applied individually. However, if the total penalties exceed by 10% of the billed amount, the aggregated penalty would be capped at 10% of the billed amount.
- c) If the penalty reaches 10% of the payment value in three consecutive events, Transport Department, GoB may invoke termination clause.
- d) In the case of significant deficiencies in Services causing adverse effects on the Project or on the reputation of the Transport Department, Govt. of Bihar, the following penal action may be taken by the Department, including debarring for a specified period or withholding.
- e) Replacement of Resource: The selected consultancy firm shall inform the Transport Department, Govt. of Bihar at least two-months in advance for replacing a deployed resource. The Consultant shall share the profile(s) of proposed new resource(s) to the Authority and only upon approval shall replace a deployed resource with a new resource.

Sl. No.	Parameters	Description	Penalty
1	Delay in submission of deliverables	Delay in submission of deliverables beyond stipulated timelines	<ul style="list-style-type: none"> • Within timeline: no penalty • After timeline: <ul style="list-style-type: none"> ○ within 2 days after benchmark period: <ul style="list-style-type: none"> – 5% of the concerned invoice amount of the milestone shall be charged as penalty. ○ within 7 days from the benchmark period <ul style="list-style-type: none"> – 10% of the concerned invoice amount of the milestone shall be charged as penalty. ○ beyond 7 days from the benchmark period <ul style="list-style-type: none"> – 100% of the concerned invoice amount of the milestone shall be charged as penalty.
2	Non-Deployment of proposed	The Consultancy firm shall deploy all the resources proposed in its proposal within 1	<ul style="list-style-type: none"> • Within timeline: no penalty • After timeline: 1% of contract value/ per resource/week

Selection of Consultant for Preparation of State Maritime and Waterways Master Plan

Sl. No.	Parameters	Description	Penalty
	resource	week issuance of Work Order/ Letter of Intent (LOI)	
3	Leave of Absence	In case of any resource is absent for a duration of more than 5 continuous working days without any valid reasons which is not accepted by the Department, then the fee for that particular resource will be deducted for the absent days	<ul style="list-style-type: none"> • Per day cost will be derived on the pro-rata basis from man-month rate for the resource. • No penalty, in case the consultant deploy replacement resource (Temporary) for the absent period beyond 5 continuous working days for any resource
4	Any breach in data confidentiality	No breach	<ul style="list-style-type: none"> • No breach no penalty • In case of any breach Rs. 50,00,000/- or Liquidated Damage amount, whichever is higher will be deducted. Parallely a case of criminal offence may be lodged against the person/ party responsible for such confidentiality breach

11. Annexures

The Bidders are expected to respond to the RFP using the Annexures given in this section and all documents supporting the Criteria.

Annexure-I: Covering letter for submission of RFP

(To be submitted on the letterhead of the bidder)

To, (Date)
State Transport Commissioner,
Transport Department, Government of Bihar
Vishwesaraiya Bhawan, 2nd Floor, Bailey Road,
Patna-800015
Email ID: stcbihar@bihar.gov.in

Ref: RFP No <.....>

Sub: Submission of RFP for “Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar”.

Dear Sir/Madam,

We have examined the RFP document, we, the undersigned, herewith submit our RFP in response to your RFP no. _____ dated _____ for “Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar” in full conformity with the said RFP document.

- i. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RFP shall not be given effect to.
- ii. We agree to abide by this RFP, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of submission of the bid.
- iii. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- iv. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

- v. We hereby declare that all the information and statements made in this RFP are true and accept that any misrepresentation contained in it may lead to our disqualification.
- vi. We understand you are not bound to shortlist / accept any RFP you receive.

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

Annexure-II: Bidder's Information

To,

(Date)

State Transport Commissioner,

Transport Department, Government of Bihar

Vishwesaraiya Bhawan, 2nd Floor, Bailey Road,

Patna-800015

Email ID: stcbihar@bihar.gov.in

Bidder information Format

#	Description	Details (to be filled by the responder to the RFP)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Quality Certificates and its validity	

Selection of Consultant for Preparation of State Maritime and Waterways Master Plan

#	Description	Details (to be filled by the responder to the RFP)
11.	GST registration No.	
12.	Permanent Account Number (PAN)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

Annexure-III: Compliance Sheet

A. Eligibility Criteria (Stage-I)

#	Eligibility Criteria	Document Proof	Compliance (Yes/No)	Page Reference (Doc. name & Pg. no.)
1	The bidder should have average annual turnover of more than Rs. 4 Crores for last 3 financial years (i.e. 2021-22, 2022-23, and 2023-2024).	A certificate from the Chartered Accountant on their letter head confirming annual turnover and positive net worth during the mentioned period as per format given in Annexure-IV		
2	The Bidder must have positive net worth & must be profitable in the last financial year 2023-2024.			
3	The Bidder should have experience in executing consultancy service projects in India. The bidder should have completed at least 2 (two) consultancy projects for any State/ PSU/ Central Government Institution during the last 10 years as on bid submission date.	Work Order or Purchase Order (PO) or 'Letter of Intent (LoI) and Agreement/ Contract document/ Completion Certificates and Transport Department, Govt. of Bihar certificate justifying project value and scope of work mentioned in the criteria.		
4	The Bidder shall have completed at least one (1) consultancy service project related to Ports, Inland Waterways, Jetties, Harbours, Marinas, Ferry Lines or Passenger Terminals and provided Consultancy to any State/Center/PSU Maritime Boards in last 10 years as on date of bid submission.	The certificate from the authority concerned of the Government Department shall be enclosed for proof.		

#	Eligibility Criteria	Document Proof	Compliance (Yes/No)	Page Reference (Doc. name & Pg. no.)
5	The bidder must have on its payroll at least 25 (twenty-five) technically qualified B.E/B.Tech/M.E/M.Tech/MCA resources as on date of bid submission.	Certificate from bidder's HR Department for the number of Technically Qualified professionals employed by the company as on date of bid submission.		
6	<ul style="list-style-type: none"> The bidder must be a registered legal entity like registered under Companies Act 1956/2013 or Partnership firm or Registered Proprietorship Firm incorporated in India. The bidder should have existence in India for last 10 years (as on 31.03.2024). The bidder should be into the business of consultancy services for the last 10 years (as on 31.03.2024). The bidder shall be solvent at the date of bidding. 	<ul style="list-style-type: none"> Certificate of Incorporation/Registration. Certificate from Chartered Accountant for existence of firm for last 10 years. Certificate from Chartered Accountant for consultancy services for last 10 years. Certificate from Chartered Accountant for Solvency declaration. 		
7	<ul style="list-style-type: none"> TAN Certificate GST Certificate Income Tax Return (Latest 5 years) Copy of PAN Articles of Association/ Company Registration (depending on company type) 	<ul style="list-style-type: none"> Copy of the valid documents with clear evidence. No vagueness will be allowed. 		

#	Eligibility Criteria	Document Proof	Compliance (Yes/No)	Page Reference (Doc. name & Pg. no.)
8	The Bidder must not be blacklisted/debarred by any Central / State Government / Public Sector Unit (PSU)/any Government organisation in India at the time of bid submission	Applicant shall submit a declaration on Non-Judicial Stamp paper (format as per Annexure-VI).		
9	The bidder should submit the Power of Attorney of Authorization for signing the bid in Non-Judicial Stamp Paper.	Scanned copy of Power of Attorney needs to be uploaded		

B. Technical Evaluation Criteria (Stage-II)

SL No	Technical Evaluation Criteria	Description	Max Marks
1	Past Experience of the Bidder		
1a	Project Experience	<p>Experience of bidder in Consultancy Services - Relevant project experience related to Ports/ Inland Waterways/Jetties/ Harbours /Marinas/ Ferry Lines/ Industrial development/Passenger Terminals and provided Consultancy services to any State Maritime Boards/Ports during the past 10 years (ended on 31.03.2024). <u>Scoring Criteria:</u> - 5 marks will be awarded for each project up to a maximum of 20 marks. Completion Certificate/LOA's from the concerned authority has to be submitted.</p>	20
1b		<p>Experience of bidder in Consultancy Services with Maritime Boards - Relevant project experience with State Maritime Boards during the past 10 years (ended on 31.03.2024).</p>	20

SL No	Technical Evaluation Criteria	Description	Max Marks
		<p><u>Scoring Criteria:</u></p> <ul style="list-style-type: none"> One State Maritime Board/Ports: 5 marks Two State Maritime Boards/Ports: 10 marks Three State Maritime Boards/Ports: 15 marks More than three State Maritime Boards/Ports: 20 marks <p>Work Order/ Work Completion certificate from the State Maritime Board has to be submitted as proof.</p> <p>Experience with Private Ports, International Ports and/or Major Port Authorities shall not be considered for this scoring.</p>	
2	Resource Criteria		
2a	Team Leader- Port Planning Expert (1)	<p>Educational Qualification – MBA / PGDM/ M. Plan from premier institutions</p> <p>Industrial Experience – Minimum 7 years of consulting experience in any State/Central Government Department or PSU. Additionally, the resource must have at least 1 year of consulting experience with any State Maritime Board.</p> <ul style="list-style-type: none"> Between 7 to 10 years = 5 Marks More than 10 years = 10 marks <p>Note: The bidder needs to submit the signed Curriculum Vitae of the proposed resource as per the format mentioned in Annexure-X along with their proposal</p>	10
2b	Consultant (1)	<p>Educational Qualification – B.E/ B. Tech/ M.E/ M. Tech/ MCA from reputed institutions of national importance.</p> <p>Industrial Experience–Minimum 5 years of Consulting Experience in any State/ Central Govt. Department/ PSUs</p> <ul style="list-style-type: none"> Between 5 to 7 years= 5 marks More than 7 years= 10 marks 	10

SL No	Technical Evaluation Criteria	Description	Max Marks
		Note: The bidder needs to submit the Curriculum Vitae of the proposed resource as per the format mentioned in Annexure-X along with their proposal	
2c	GIS Analyst (1)	<p>Educational Qualification – B.E/ B. Tech/ M.E/ M. Tech/ MCA from reputed institutions of national importance.</p> <p>Industrial Experience–Minimum 5 years’ Experience in Geospatial Data Analytics & Advanced Spatial Analytics</p> <ul style="list-style-type: none"> Between 5 to 7 years= 5 marks More than 7 years= 10 marks <p>Note: The bidder needs to submit the Curriculum Vitae of the proposed resource as per the format mentioned in Annexure-X along with their proposal</p>	10
3	Technical Presentation	It would be evaluated from the technical proposal documentation and technical presentation by the bidder to the Department	30

Annexure–IV: Bidder’s Annual turnover over last 3 financial years

<<To be printed on bidder company’s letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
 State Transport Commissioner,
 Transport Department, Government of Bihar
 Vishwesaraiya Bhawan, 2nd Floor, Bailey Road,
 Patna-800015
 Email ID: stcbihar@bihar.gov.in

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document. I hereby declare that below are the details regarding annual turnover over the last 3 financial years for our organization.

#	Details	FY 2021-22 (in Crores) (a)	FY 2022-23 (in Crores) (b)	FY 2023-24 (in Crores) (c)	Average Turnover [(a+b+c)/3]
1	The bidder should have more than Rs. 4 Crores of average annual turnover for the last 3 financial years (i.e. 2021-22, 2022-23, & 2023-2024).				

#	Details	FY2023-24 (in Cr)
1	The Bidder must have positive net worth & must be profitable in the last financial year 2023-2024.	

Yours Sincerely,

Signature of Chartered Accountant (with official seal)

Name :

Address :

Telephone & Fax :

E-mail address :

Annexure-V: Technical Capability/ Past Projects

General Instructions on Preparation of the Technical Proposal :

Bidders have to submit a very structured and organized technical bid, which will be analyzed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Quality and completeness of the information submitted by the Bidder will matter a lot for carrying out fair evaluation of the bidder's capability.

Sl. No.	Project Name	Start Date	End Date / Status	Brief description of project & scope of work	Approx. value of the project	Contact details of the Customer

The past experience in several projects is to be submitted in the format mentioned below:

#	Criteria	Details
1	Name of the Project	
2	Name of the Transport Department, Govt. of Bihar	
3	Total Cost of the Project	
4	Completion Status	
5	Payments obtained Status (elaborate) (submit proof for payments received in the Bid)	
6	Describe the Project in Brief	
7	Briefly describe the set of activities carried out by your firm	

Submit Customer Order Copy details of the order indicating the project value, customer contact details, project completion certificate or partial completion certificate, customer satisfaction certificate etc.

Annexure-VI: Declaration for not being blacklisted

(On Non-Judicial Stamp paper)

(Place)

(Date)

To,

State Transport Commissioner,

Transport Department, Government of Bihar

Vishwesaraiya Bhawan, 2nd Floor, Bailey Road,

Patna-800015

Email ID: stcbihar@bihar.gov.in

Ref:

Ref: RFP No.

Dear Sir/Madam,

In response to the above mentioned RFP, I/We, _____,as _____
<Designation> of M/s_____, hereby declare that we are having
unblemished past record and are not declared blacklisted or ineligible to participate for bidding
by any Central / State Government Organization / Public Sector Unit (PSU) as on date of bid
submission.

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Annexure–VII: Power of Attorney
(On Non-Judicial Stamp paper)

Tender Ref.

Date:

To:

State Transport Commissioner,
Transport Department, Government of Bihar
Vishwesaraiya Bhawan, 2nd Floor, Bailey Road,
Patna-800015
Email ID: stcbihar@bihar.gov.in

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Power of Attorney in response to the RFP for “Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar”

Dear Sir,

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for “Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar”, in response to the tenders invited by Transport Department, Government of Bihar, including signing and submission of all documents and providing information / responses to Transport Department, Government of Bihar in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 2022

For _____

(Signature)

(Name, Designation and Address) Accepted

(Signature) (Name, Title and Address of the Attorney)

Date:

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution /power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder. In case the bid is signed by an authorized Director / Partner of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure–VIII: Bank Guarantee for Earnest Money Deposit

To,
State Transport Commissioner,
Transport Department, Government of Bihar
Vishwesaraiya Bhawan, 2nd Floor, Bailey Road,
Patna-800015
Email ID: stcbihar@bihar.gov.in

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <RFP Number> dated <Date> for <Name of the assignment> (hereinafter called "the Bid") to Transport Department, Government of Bihar Know all Men by these presents that we < > having our office at <Address> (hereinafter called "the Bank") are bound unto Transport Department, Government of Bihar (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures> (Rupees <Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

- 1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the BidForm; or
- 2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the

period of validity of bid

- a) Withdraws his participation from the bid during the period of validity of bid document;
or
- b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <insert date> and including <extra time over and above mandated in the RFP> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- a) Our liability under this Bank Guarantee shall not exceed Rs. <Amount in figures> (Rupees <Amount in words> only)
- b) This Bank Guarantee shall be valid upto <insert date>)
- c) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <insert date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure- IX: Format for Performance Bank Guarantee

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT–CUM-PRFORMANCE GUARANTEE

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of Transport Department, Government of Bihar having its registered office at Vishweshwaraiya Bhawan, Bailey Road, 2nd Floor, Patna-800015 (hereinafter called “The Purchaser”) having agreed to accept from _____ (hereinafter called “The Consulting Firm”) Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfilment by the SI of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____ (hereinafter called “the said work order _____ dated _____”). We _____ (Name & detailed address of the branch) (hereinafter called “the Guarantor”) do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Consulting Firm of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, _____ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of _____ Rupees _____) only as may be specified in such demand, in the event of the Consulting Firm failing or neglecting to execute fully efficiently and satisfactorily the order for _____ Work Order no. , _____ dated _____

(3) WE _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. _____ dated _____ including the warranty obligations and that it shall continue to be

enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. _____ dated _____ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. _____ dated _____ have been fully and properly carried out by the said SI and accordingly discharged the guarantee.

- (4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the firm for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.
- (5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from _____ all your rights will be forfeited, and we shall be relieved of and discharged from all our liabilities (thereinafter)
- (6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the SI.
- (7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.
- (8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, _____ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on this _____ day of _____.

Signed, Sealed & Delivered

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favor with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalized Bank/ Scheduled Commercial Bank preferably on a branch located in Patna. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as non-valid.
6. Each page of the B.G. must bear the signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by Transport Department, Government of Bihar in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The SI are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to the Transport Department, Government of Bihar.

Annexure- X: Format for Curriculum Vitae

1.	Proposed Position				
2.	Name of Firm				
3.	Name of Expert				
4.	Citizenship				
5.	Education				
6.	Membership in Professional Associations (Professional Certifications)				
7.	Countries of Work Experience				
Language Skills		Language	Read	Write	Speak
(mark Excellent/ Good/ Average)		English			
		Hindi			
		<Add Language>			
Employment Records					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned					
Project Name					
Year					
Location					
Client					
Main project Features					
Position Held					
Activities Performed:					
Certification:					

I, the undersigned, certify that to the best of my knowledge and belief that		
<ul style="list-style-type: none">• This CV correctly describes my qualifications and my experience		
<ul style="list-style-type: none">• I was not part of the team who wrote the Scope of Work for this RFP		
<ul style="list-style-type: none">• I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged		
Name of Expert:	Signature	Date:

Annexure – XI: Financial Proposal – Standard Forms

Annexure-XI(A): Financial Proposal Submission Letter

(To be submitted on the letterhead of the bidder)

[Date]

To,

State Transport Commissioner,

Transport Department, Government of Bihar

Vishwesaraiya Bhawan, 2nd Floor, Bailey Road,

Patna-800015

Email ID: stcbihar@bihar.gov.in

Subject: RFP for “Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar”.

Dear Sir,

We, the undersigned, offer to provide the services mentioned in the scope of work of the RFP dated [date]. Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date]. Our attached Financial Proposal is for the sum of <Amount in words and figures>. This amount is inclusive of all applicable taxes.

The prices mentioned in our proposal are in accordance with the terms as specified in the RFP documents. The prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.

We hereby confirm that our prices include all taxes. However, the taxes are quoted separately under Details of Financial Bid Form. We understand that the actual payment would be made as per the existing tax rates during the time of payment.

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Annexure-IX of this RFP document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date]. We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept the Tender you receive.

Thanking You,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure-XI (B): Financial Bid Format & Instructions

(To be submitted on the letterhead of the bidder)

Sl. No.	Resource Category	Qty	Man-month Rate (without GST)	Duration	Cost of Resources	GST Amount (18%)	Total Cost of Resources
	A	B	C	D	$E = (B \times C \times D)$	$F = E \times 18\%$	$G = E + F$
1	Team Leader-Port Planning Expert	1		12			
2	Associate	1		12			
3	GIS Analyst	1		12			
Total							

Note:

- Bids quoting zero will be rejected.
- Prices should be quoted in Indian Rupee only and indicated both in figures and words. The amount mentioned in words will prevail.
- I agree with the terms and conditions of the tender document. However, a specific agreement will be signed upon the award of contract.

(Signature of Authorized Signatory of the bidder)

Name:

Designation:

Date: