## Notice Inviting RFP

**Re-NIT No. : 07/STA (IWT)-22-10/2024 –** 6801 **Dated :** 14-10-26

The 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 Quality and Cost Based Selection (QCBS).

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 N.I.T. & other Documents (online) (Date of Publication) | 16.10.2026 |
| 2 | RFP download Start Date (online) and Time | 16.10.2026 at 05:00 PM |
| 3 | Last Date and Time of sending the Pre-bid queries/clarifications (only through e-mail) | 26.10.2026 at 11:00 AM |
| 4 | Date of Pre-bid Meeting (offline) | 30.10.2026 at 3:00 PM |
| 5 | Last Date & Time of submission of proposals | 12.11.2026 at 04:00 PM |
| 6 | Date & Time of opening Pre-Qualification & Technical proposal(s) (online) | 12.11.2026 at 05:00 PM |
| 7 | Date & Time of Technical Presentation | To be notified later (for qualified bidders only) |
| 8 | Opening of Financial proposals (online) and declaration of result | To be notified later |

14.10.26

**State Transport Commissioner**
**-cum-**
**Director, Inland Water Transport Directorate**
**Transport Department**

# Request for Proposal

# For

# Selection of Consultant for Preparation of

# State Maritime and Waterways Master Plan

# for Bihar

**Re-NIT (RFP) No: 07STA(IWT)-22-10/2024-8801** **Date: 14/10/2026**

Issued By


**Transport Department, Government of Bihar**

(Visveswaraya Bhawan, JLN Marg, Patna, Bihar, 800001)
Tel No: - (0612)-2546449
Fax No: - (0612)-2546212

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

## Re-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 Quality and Cost Based Selection (QCBS).

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:

Sd/-

**State Transport Commissioner**,

Transport Department,

Government of Bihar

## 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 advisors 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.

## Bid Information Sheet

| Fact Sheet | | |
|---|---|---|
| 1. | Re-Tender No. & Date | **07STA(IWT)-22-10/2024 - 8801 Date-14/10/2026** |
| 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 fee/ 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. 11800 only (Rupees Eleven Thousand Eight Hundred only) payable online through e- Procurement portal (https://eproc2.bihar.gov.in) |
| 7. | Earnest Money Deposit (EMD) (Refundable) | INR 13,00,000 only (Rupees Thirteen Lakhs only) through online payment in e-Procurement portal (https://eproc2.bihar.gov.in) or Bank Guarantee can be submitted as EMD. |
| 8. | Bid validity period | 180 days from the last date (deadline) for submission of proposals. |
| 9. | Selection Process | The method of selection is Quality and cost Based Selection (QCBS) (**70:30**) |
| 10. | Date of uploading of N.I.T. & other Documents (online) (Date of Publication) | **16-10-2026** |
| 11. | RFP download Start Date (online) and Time | **16-10-2026 at 05:00 PM** |
| 12. | Last Date and Time of sending the Pre- bid queries/ Clarifications (only through e-mail) | All the queries/clarification requests should be received on or before **26-10-2026 (by 11:00 am)** by mail only, as per the format and instructions prescribed in the Clause 2.5.<br>Email address: stcbihar@bihar.gov.in<br>Subject line: Pre-Bid Clarifications: SMW Master Plan - <Agency's Name> |
| 13. | Date of Pre-bid Meeting (offline) | **30-10-2026 at 03:00 PM** |
| 14. | Last Date & Time of submission of proposals | **12-11-2026 at 04:00 PM** |
| 15. | Date & Time of opening Pre- Qualification & Technical proposal(s) (online) | **12-11-2026 at 05:00 PM** |
| 16. | Date & Time of Technical Presentation | **To be notified later** (for qualified bidders only) |
| 17. | Opening of Financial proposals (online) and declaration of result | To be notified later |
| 18. | Address | Transport Department, Government of Bihar<br>Visveswaraya Bhawan, 2nd Floor,<br>JLN Marg, Patna-800001<br>Email ID: stcbihar@bihar.gov.in |

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## Definitions

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

**"Similar Works"**

shall mean the selection and/or engagement of a Consultant for assignments relating to the preparation of State Maritime and/or Inland Waterways Master Plans, Major Port Master Plans, and/or execution of Pre-Feasibility Studies, Feasibility Studies, Detailed Project Reports (DPRs) preparation, Project Monitoring, and Project Management Unit (PMU) services for projects in the maritime, ports, and inland waterways sector.

Such assignments must have been carried out for any State Government, Central Government, Port Authority, Major Port in India, Inland Waterways Authority, or other Government / Statutory Authority 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 or company, or joint venture (JV) (that is an association of several firms or companies), having experience in State Maritime and/or Waterways Master Plan, Major Port Master Plan, Pre-Feasibility / Feasibility Studies, DPR preparation, and/or Project Monitoring / PMU assignments for any Government authority, Major Port, or IPA in India**.**

"**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.

# 1 Introduction

## 1.1 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.

## 1.2 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.

# 2 Instructions to the Bidders

## 2.1 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". 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 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.

## 2.2 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) or Bank Guarantee can be submitted as EMD.
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,**

**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."

## 2.3 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.

## 2.4 Completeness of Response

1. 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.
2. 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.

## 2.5 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: stcbihar@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.

## 2.6 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 endeavour 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.

## 2.7 Bid security i.e. Earnest Money Deposit (EMD)

a) Bidders shall submit, along with their Bids, EMD of INR 13,00,000/- (Thirteen Lakhs only), through online mode at eProcurement website or Bank Guarantee can be submitted as EMD in the format specified in Annexure- VIII issued by any nationalized/ scheduled commercial bank in favour "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 30$^{th}$ 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.

## 2.8 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.

## 2.9 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.

## 2.10 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.

## 2.11 Authentication of Bids

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

## 2.12 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.

## 2.13 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 are to be self-attested by the Bidders.

## 2.14 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 of 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.

## 2.15 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 Bid Information sheet of this RFP or notified by a corrigendum through the e-proc site.

## 2.16 Rejection criteria

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

## 2.17 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.

## 2.18 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.

## 2.19 Commercial Rejection Criteria

i. Incomplete Financial Bid.

ii. Financial Bids that do not conform to the Tender's Financial bid format.

## 2.20 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.

## 2.21 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.

## 2.22 Joint Venture, Consortium or Association

Only Joint Venture & Subcontracting are allowed for execution of the assignment.

1. **Composition of Joint Venture**
   - The Joint Venture shall consist of a maximum of **02** member firms.
   - Each member of the Joint Venture shall be a legally registered entity and should be incorporated in India under the Companies Act, 1956/2013 OR LLP firm under LLP provisions 2008, both as amended from time to time.
   - One member shall be designated as the **Lead Member** of the Joint Venture.
   - Lead Bidder should be into the business of consultancy services for the during last 7 years (as on 31.04.2026) Whereas the other member of the Joint Venture shall have been in existence for at least the last five (5) years (as on 31.05.2026).
2. **Lead Member Requirements**
   - The Lead Member must have a minimum of **51%** equity in the Joint Venture.

The Lead Member shall be authorized to:

- Represent the Joint Venture during the bidding and execution stages
- Receive instructions and communications on behalf of the Joint Venture
- Incur liabilities and receive payments on behalf of the Joint Venture

**3. Joint and Several Liability**

All members of the Joint Venture shall be jointly and severally liable to the Authority for the due performance of the Contract, including all obligations, liabilities, and responsibilities thereunder, until completion of the entire Contract Period, including Defect Liability / O&M period, if applicable.

**4. Joint Venture Agreement**

- The Bidder shall submit a legally binding Joint Venture Agreement, as per the annexures format duly signed by all JV members.
- The JV Agreement shall remain valid for the entire duration of the Contract.

**5. Performance Security**

- The Performance Security shall be furnished by the Joint Venture and shall be binding on all members jointly and severally.

**6. Change in JV Composition**

No change in the composition of the Joint Venture, including change of Lead Member or modification of equity participation, shall be permitted after submission of the bid without prior written approval of the Employer.

**7. Sub-Contracting**

The scope of work assigned to each Joint Venture member shall be executed by the respective member as per the JV Agreement. Sub-contracting shall not be carried out without prior written approval of the Employer.

**8. Single Bid Restriction**

A firm shall submit only one bid, either as an individual bidder or as a member of a Joint Venture. Participation in multiple bids shall result in rejection of all such bids.

**9. Dispute Resolution**

Any dispute arising between Joint Venture members shall be resolved internally. The Employer shall not be a party to such disputes and shall deal only with the Joint Venture through the Lead Member.

**10. Blacklisting and Conflict of Interest**

If any Joint Venture member is blacklisted or found to have a conflict of interest at any stage, the entire Joint Venture shall be deemed ineligible.

**11. Payments**

All payments under the Contract shall be made to the Lead Member, as specified in the Contract Agreement. Internal financial arrangements among JV members shall be the sole responsibility of the Joint Venture.

**12. Compliance with Laws**

All Joint Venture members shall be jointly responsible for compliance with applicable laws, rules, regulations, and statutory obligations.

## 2.23 Project Duration

The entire duration of the project will be for **77 weeks**.

- Phase-I: Deliverable based [25 weeks]
- Phase II: Operational Phase [52weeks])

from the date of signing of the service agreement with the successful bidder and may be extendable for another1 (One) year based on the satisfactory performance and with unaltered terms & conditions.

# 3 Special Terms and Conditions of the Tender

## 3.1 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.

## 3.2 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.

## 3.3 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.

## 3.4 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 quoted price through this tendering process and so on.

## 3.5 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.

## 3.6 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.

## 3.7 Performance Security

The successful bidder shall, within fourteen (15) days of the notification of Contract award should provide a Performance Security in the form of a Bank Guarantee (BG), amounting to the 5 % 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.

## 3.8 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.

## 3.9 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.

## 3.10 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 below -
    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.

## 3.11 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. 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:
    1. 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
    2. 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.

## 3.12 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.

# 4 Pre-qualification (Eligibility) Criteria

| # | Basic Requirement | Eligibility Criteria | Document Proof |
|---|---|---|---|
| 1. | Annual Turnover | The bidder should have minimum average annual turnover of more than **Rs. 100 Crores** for last 3 financial years (i.e. 2022-2023, 2023-2024 and 2024-2025)<br>• The Lead Member of JV shall meet at least **51 %** of the mentioned minimum average annual turnover.<br>• Other JV Member shall meet the min. **20 %** of the mentioned minimum average annual turnover.<br>• All members collectively must meet the specified average annual turnover. | A certificate from the Chartered Accountant on their respective 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 or each member of JV must have positive net worth & must be profitable in each last 3 financial years (i.e. 2022-2023, 2023-2024 and 2024-2025) | |
| 3a | Project Experience | The Bidder / Lead Bidder of JV should have completed 100% of the work for consideration as experience. The Bidder should / Lead Bidder of JV have experience in executing consultancy service projects in India or International experience.<br>The bidder / Lead Bidder of JV should have completed at least **1 (one)** consultancy projects for any State/ PSU/ Central Government /International Institution during the last 7 years as on bid submission date. | Work Order / Purchase Order (PO) / Letter of Intent (LoI) and Agreement/Contract document and Completion Certificates / Ongoing Project justifying project value and scope of work mentioned in the criteria. |
| 3b. | Project Experience | The Bidder / Lead Bidder of JV should have completed 100% of the work for consideration as experience.<br>The Bidder / Lead Bidder of JV 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/ /International Maritime Boards in last 7 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) and Completion Certificates / Ongoing Project justifying project value and scope of work mentioned in the criteria. |
| 4 | Manpower | The bidder must have on its payroll at least 20 (twenty) technically qualified in India (B.E/B.Tech/ M.Tech/ Master Mariner/ MBA/ M.Plan/ Financial and PPP Expert specifically in Transport sector) 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. |

| # | Basic Requirement | Eligibility Criteria | Document Proof |
|---|---|---|---|
| 5. | Legal Entity | Bidder / Each member of JV should be a company incorporated in India under the Companies Act, 1956/2013 OR LLP firm under LLP provisions 2008, both as amended from time to time<br>The bidder / Lead Bidder of JV should be into the business of consultancy services for the during last 7 years (as on 31.05.2026). Whereas the other member of the Joint Venture shall have been in existence for at least the last five (5) years (as on 31.05.2026) (including name change / impact of mergers or acquisitions) )<br>The bidder shall be solvent at the date of bidding. | ▪ Certificate of Incorporation/ Registration.<br>▪ Certificate from Chartered Accountant for existence of firm for last 7 years (for last 5 year for other member of JV)<br>▪ Certificate from Chartered Accountant for consultancy services for last 7 years.<br>▪ Certificate from Chartered Accountant for Solvency declaration. |
| 6. | Other legal documents | 1. TAN Certificate<br>2. GST Certificate<br>3. Income Tax Return (Latest 5 years)<br>4. Copy of PAN<br>5. Articles of Association/ Company Registration (depending on company type) | Copy of the valid documents with clear evidence. No vagueness will be allowed.<br>(To be submitted by each member of JV) |
| 7. | Blacklisting | The Bidder / Each member of JV 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<br>(format as per Annexure-VI). |
| 8. | Power of Attorney | The bidder / Each member of JV 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:**

- Bidder experience with the **private port** will not be considered under project experience. Furthermore, international projects undertaken with the both government / Private authorities / Companies will be considered as relevant project experience.
- Multiple projects with a single client shall be considered as distinct projects, provided they are not extensions of the same project.
- Ongoing projects with a minimum of 80% completion shall be eligible for evaluation, subject to submission of supporting certification on the client's letterhead.
- For documents executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

- 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 fulfil all the criteria mentioned above, shall be eligible for opening of their Financial Bid

# 5 Technical Qualification Criteria

a) Only those bidders, who satisfy all Pre-Qualification (Eligibility) Criteria, shall be considered for Technical bid evaluation.

b) Technical presentation shall be a part of the process for evaluation of the bids

c) 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.

d) A score would be given to each bidder by the Department based on the scoring criteria mentioned below.

e) 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.

f) The Technical Evaluation criteria are mentioned below:

| Sl. No. | Technical Evaluation Criteria | Description | Max Marks |
|---|---|---|---|
| **1** | **Past Experience of the Bidder** | | |
| 1a | Project Experience | **Experience of bidder / Lead bidder of JV in Consultancy Services-**<br>The Bidder / Lead Bidder of JV should have completed 100% of the work for consideration as experience.<br>The Bidder / Lead Bidder of JV 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/ /International Maritime Boards in last 7 years as on date of bid submission.<br>Scoring Criteria:<br>▪ 5 marks will be awarded for each project up to a maximum of 20 marks. | 20 |
| 1b | Project Experience | **Experience of bidder /lead bidder of JV in Consultancy Services with International/ National/State Maritime Boards/ IWAI / Ports -**<br>Relevant project experience with International or State Maritime Boards/ IWAI/Ports during the last 7 years (ended on (last submission due date of proposal).<br>Scoring Criteria:<br>▪ One International / National / State Maritime Board / IWAI / Ports: 5 marks<br>▪ Three International / National / State Maritime Boards / IWAI / Ports: 10 marks<br>▪ Five International / National / State Maritime Boards / IWAI / Ports: 15 marks<br>▪ More than Five International / National / State Maritime Boards / IWAI / Ports: 20 marks | 20 |

| Sl. No. | Technical Evaluation Criteria | Description | Max Marks |
|---|---|---|---|
| **2** | **Resource Criteria** | | |
| 2a | **Team Leader-Port Planning Expert (1)** | **Educational Qualification** :<br>MBA / PGDM/ M. Plan/ M. Tech (Marine Engineering/ Water Resources Engineering/ Civil Engineering) / Master's degree in Port Engineering /Maritime Engineering / B.Sc Nautical from AICTE/UGC approved institutions<br>Industrial Experience – Minimum 7 years of consulting experience in any state maritime board/any major ports State/Central Government Department or PSU.<br>Additionally, the resource must have at least 1 year of consulting experience with any State Maritime Board.<br>▪ Between 7 to 10 years = 5 Marks<br>▪ More than 10 years = 10 marks<br>**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 | 10 |
| 2b | **Consultant (1)** | **Educational Qualification:**<br>B.E. / B. Tech/M.E. /M. Tech./M. Plan / Master Mariner/ MBA/ B. Sc. Nautical from AICTE/ UGC approved institutions.<br>Industrial Experience–Minimum 5 years of Consulting<br>Experience in any State/ Central Govt. Department/ PSUs<br>▪ Between 5 to 7 years= 5 marks<br>▪ More than 7 years= 10 marks<br>**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 | 10 |
| 2c | **GIS Analyst (1)** | **Educational Qualification** :<br>B.E/ B. Tech/ M. Tech/ MCA/ MBA/M. Plan/ Post-Graduate in GIS / Geomatics / Geography / Remote Sensing from AICTE/UGC approved institutions.<br>Industrial Experience–Minimum 5 years' Experience in<br>Geospatial Data Analytics & Advanced Spatial Analytics<br>▪ Between 5 to 7 years= 5 marks<br>▪ More than 7 years= 10 marks<br>**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 | 10 |
| 3 | **Approach & Methodology** | ▪ Understanding of Objectives of RFP<br>▪ Overall Approach & Methodology for Implementation<br>▪ Project Roll-out Plan as per scope | 10 |

| Sl. No. | Technical Evaluation Criteria | Description | Max Marks |
|---|---|---|---|
| | | **Note:** The bid should have a separate Approach & Methodology section. | |
| 4 | **Technical Presentation** | Coverage of Terms of Reference/ Understanding of issues, Time Schedule / Work Activity Schedule/ Detailed Work Plan, Methodology of Data Collection / Innovation/ Relevant Credentials as per Scope of Work, including past experiences and learnings relevant to the assignment.<br>The Technical Presentation shall be submitted as part of the proposal and must also be formally presented to the Department, either in person or through an online mode, on the date specified in the Bid Data Sheet. | 20 |
| | | **Total** | **100** |

# 6 Commercial Bid evaluation Criteria

i. Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.

ii. Each of the Commercial bids shall be evaluated on a score of 100 points on the basis that points obtained are inversely proportional to the Price quoted and vice- versa. The methodology of scoring will be as follows:

$$\textbf{Bidder Commercial Score} = \frac{100 * (\text{Commercial Bid Total of the Lowest Quote Bidder})}{(\text{Commercial Bid Total of the Bidder})}$$

iii. The Technical Bid Score (TS) shall have a weightage of 70% in the overall evaluation of the bid and the Commercial Bid Total (CS) shall have a weightage of 30% in the overall evaluation.

iv. Final Composite Score (FCS) = 0.7 * Bidder's Technical Score (TS) + 0.3 * Bidder's Commercial Score (CS)

v. The final evaluation shall be done by the department and the decision taken by the department shall be final & binding.

vi. The Bidder with highest "Final Composite Score (FCS)" will be considered as H1 bidder, and may be considered for award of contract. The bidder with subsequent highest "Final Composite Score (FCS)" will be considered as H2, H3, and so on.

vii. In case of H1 getting rejected (fails to perform the duty up to the satisfaction of the Department), disqualified, or not agreeing to undertake the project for any reason, H2 bidder may be offered to execute the project at H2 bidder's Commercial Bid or H1's bidder's Commercial Bid, whichever is lower.

viii. If H2 bidder fails to accept the offer or gets rejected or disqualified, then the same offer may be given to the next higher bidders in the order of sequence, i.e. H3, H4 and so on.

ix. On the declaration of a Successful Bidder, Department shall issue a Letter of Intent (LoI) to the Successful Bidder.

x. In the event of two or more bidders securing exactly the same Final Composite Score (FCS) and are considered for award of contract, then Department reserves the right to declare the bidder whose Technical Score (TS) is highest, among the bidders who have secured exactly the same composite score as preferred bidder.

xi. In event of two or more bidders securing exactly same Final Composite Score (FCS) as well as secured exactly same Technical Score (TS) and Commercial Score (CS) and are considered for award of contract, Department reserves the right to call for Re-Bid from only such bidders. Such Re-Bid shall only be for Commercial Bids. However, such revised quotes shall not be greater than the prices earlier quoted by the bidders in tie.

# 7 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. Transport Department will provide working desk with computer having internet connectivity and printing facilities.

The scope of work is divided into two phases. First, the Phase-I shall be completed, once the same is approved Phase-II of the project shall be initiated. Both the phases are recommended to for ensuring comprehensive undertaking of the project.

i. Phase-I – Preparation of 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.
    a. The detailed Scope of work that needs to be followed & performed by the selected Consultant for each module has been outlined below.
    b. This scope is a tentative one and may be changed during the execution of the assignment.

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

## 7.1 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

## 7.2 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, riverine resources and traffic potential. Include data on port capacities, cargo volumes, navigable waterways, and riverine 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.

## 7.3 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 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.

## 7.4 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.

## 7.5 Inland Waterways Development

- Identification and Development: Identification and development of 7 national waterways declared in Bihar.
- Cargo and Passenger Infrastructure within vicinity of 7 National waterways declared in Bihar:
    - Plan for the development of warehouses, and passenger amenities.
    - Identify warehousing and storage facilities to support cargo operations across rivers of the state.

Consultants need to propose how the said streamlining of customs and regulatory processes to facilitate smooth cargo movement can be done wherever necessary. Consultant needs to assist in identifying delays arising from customs and regulatory processes and recommend necessary interventions for smooth streamlining of customs / regulatory process related work.

  - 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.

## 7.6 Riverine Tourism

- Infrastructure Development: Develop riverine tourism infrastructure master plan considering marinas, resorts, and recreational facilities.
- Riverine Tourism Promotion: Study feasible river riverine 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 riverine ecosystems and biodiversity.

## 7.7 Development of Project Report

Based on the above study, the selected consultant will prepare a Project Report 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 Project Report 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**

## 7.8 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.

## 7.9 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

## 7.10 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, NTCPWC 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.

## 7.11 Drafting Letters, Memos, Speeches, Press note 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

## 7.12 DPR preparation and exposure visits

a) Preparation of DPR with Tender Documents of 12 projects related to SMW. Heads for DPR preparation can be seen in Annexure-XII (Blueprint for State Maritime & Waterways Master Plan). The scope of DPR includes Geotechnical survey, pre-engineering drawings, master plan and detailed cost estimates etc.
b) The selected Bidder is expected to identify during Phase-I on declared '7' National Waterways in Bihar on the basis of Blueprints annexed in RFP and get it approved during Phase-II.
c) Providing of the exposure visit to 5-member (3 Government Officials of Category A and 2 Government officials of Category B) team with one International (Europe, any 2 countries from Netherlands, Germany & Belgium) and one National (Kochi Metro- Kerala) for necessary minimum 05 days duration required for the exposure visit. All arrangements and costs are to be borne by the consultant.

## 7.13 Project Closure

At the end of support period the Consultant will enter into the Project Closure phase in which they shall 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

**Note:-**

- The contracts will be EPC (Engineering, Procurement and Construction), Engineering drawing will have to be developed with cost estimates.
- ESIA studies are not required, but feasibility of the projects have to be ascertained in the light of environmental and social challenges. Traffic studies will be required to ascertain feasibility of the different project opportunities.
- The detailed engineering drawings will be of the contractor.

# 8 Deliverables, Timelines & Payment Schedule

| Sl. No. | Activity/Deliverables | Payment |
|---|---|---|
| **Phase-I: Deliverable based** | | |
| 1 | PROJECT Inception | 25% |
| 2 | Draft Report Submission | 50% |
| 3 | Final Report Submission | 25% |
| **Phase-II: Operational Phase** | | |
| 4 | DPR Inception | 2% per DPR X 12 =24% |
| 5 | Final Submission of DPR | 5% per DPR X 12 =60% |
| 6 | Submission of final report | 16% |
| **Phase-III: Exposure visits** | | |
| 7 | Travel Plan Submission | 40% |
| 8 | Tour Completion & tour report submission | 60% |

| Sl. No. | Activity / Deliverables | Timelines (in weeks) | Payment (% of Contract Value) |
|---|---|---|---|
| **Phase-I: Deliverable Based** | | | |
| 1 | Project Inception | $T_0$ + 2 | 30% |
| 2 | D1: Draft Project Report which includes State Maritime Waterways (SMW) Master Plan | $T_0$ + 20 | |
| 3 | D2: Final Project Report which includes State Maritime Waterways (SMW) Master Plan | $T_0$ + 25 | |
| **Phase-II: Operational Phase** | | | |
| 4 | This phase will commence on approval of the Master Plan submitted in Phase I. The date of commencement of Phase II will be communicated in writing by the department.<br>"O&M Support – Post submission of Final State Maritime Waterways (SMW) Master Plan" | 52 weeks, post submission of SMW Master Plan | 1) 60% -For preparation of DPR with Tender Documents of 12 projects related to SMW.<br>2) 10% - For providing the exposure visit to 5 members (3 Government Officials of Category A and 2 Government officials of Category B) team with one International (Europe) and one National (Kochi, Kerala). All arrangements and costs are to be borne by the consultant. |

**Note:**

- $T_0$ is the date of signing of Contract Agreement.
- Any penalty imposed on the selected Consulting Firm for non-performance/non-fulfilment 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.

# 9 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 one-month 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 | ▪ Within timeline: no penalty<br>▪ After timeline:<br>o within 2 days after benchmark period:<br>▪ 5% of the concerned invoice amount of the milestone shall be charged as penalty.<br>o within 7 days from the benchmark period<br>▪ 10% of the concerned invoice amount of the milestone shall be charged as penalty.<br>o beyond 7 days from the benchmark period<br>▪ 100% of the concerned invoice amount of the milestone shall be charged as penalty. |
| 2 | Non-Deployment of proposed Resource | The Consultancy firm shall deploy at least one resource as their proposed coordinator (Team Leader) stationed in client office in both phases. proposed in its proposal within 2 weeks from issuance of Work Order/ Letter of Intent (LOI). | ▪ Within timeline: no penalty<br>▪ After timeline: 1% of contract value/ per resource/week |

| Sl. No. | Parameters | Description | Penalty |
|---|---|---|---|
| 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 | ▪ Per day cost will be derived on the pro-rata basis from man-month rate for the resource.<br>▪ 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 | ▪ No breach no penalty<br>▪ In case of any breach Rs. 50,00,000/- or Liquidated Damage amount, whichever is higher will be deducted. Parallelly a case of criminal offence may be lodged against the person/ party responsible for such confidentiality breach. |

# 10 Annexures

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

## 10.1 Annexure-I: Covering letter for submission of RFP

*(To be submitted on the letterhead of the bidder and lead bidder of JV)*

Date: _____

To,
State Transport Commissioner,
Transport Department, Government of Bihar
Visveswaraya Bhawan, 2nd Floor, JLN Marg, Patna-800001
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:_____

## 10.2 Annexure-II: Bidder's Information

*(To be submitted on the letterhead of the bidder and each member of JV)*

Date: _____

To,

State Transport Commissioner,

Transport Department, Government of Bihar

Visveswaraya Bhawan, 2nd Floor, JLN Marg, Patna-800001

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 | |
| 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 and Seal of the bidder

Name: _____

Designation: _____

Date: _____

## 10.3 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 minimum average annual turnover of more than **Rs. 100 Crores** for last 3 financial years (i.e. 2022-2023, 2023-2024 and 2024-2025) from Government & Public sector advisory/consultancy services domain in India<br>• The Lead Member of JV shall meet at least **51 %** of the mentioned minimum average annual turnover.<br>• Other JV Member shall meet the min. **20 %** of the mentioned minimum average annual turnover.<br>All members collectively must meet the specified average annual turnover. | 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 or each member of JV must have positive net worth & must be profitable in each last 3 financial years (i.e. 2022-2023, 2023-2024 and 2024-2025) | | | |
| 3 | The Bidder / Lead Bidder of JV should have completed 100% of the work for consideration as experience. The Bidder should / Lead Bidder of JV have experience in executing consultancy service projects in India or International experience.<br>The bidder / Lead Bidder of JV should have completed at least **2 (two)** consultancy projects for any State/ PSU/ Central Government /International Institution during the last 7 years as on bid submission date. | Work Order / Purchase Order (PO) / Letter of Intent (LoI) and Agreement/Contract document and Completion Certificates / Ongoing Project justifying project value and scope of work mentioned in the criteria. | | |

| # | Eligibility Criteria | Document Proof | Compliance (Yes/No) | Page Reference (Doc. Name & Pg. no.) |
|---|---|---|---|---|
| 4 | The Bidder / Lead Bidder of JV should have completed 100% of the work for consideration as experience.<br>The Bidder / Lead Bidder of JV 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/ /International Maritime Boards in last 7 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) and Completion Certificates / Ongoing Project justifying project value and scope of work mentioned in the criteria. | | |
| **5** | The bidder must have on its payroll at least 20 (twenty) technically qualified in India (B.E/B.Tech/ M.Tech/ Master Mariner/ MBA/ M.Plan/ Financial and PPP Expert specifically in Transport sector) 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** | Bidder / Each member of JV should be a company incorporated in India under the Companies Act, 1956/2013 OR LLP firm under LLP provisions 2008, both as amended from time to time<br>The bidder / Lead Bidder of JV should be into the business of consultancy services for the during last 7 years (as on 31.05.2026). Whereas the other member of the Joint Venture shall have been in existence for at least the last five (5) years (as on 31.05.2026) (including name change / impact of mergers or acquisitions) )<br>The bidder shall be solvent at the date of bidding. | ▪ Certificate of Incorporation/ Registration.<br>▪ Certificate from Chartered Accountant for existence of firm for last 7 years (for last 5 year for other member of JV)<br>▪ Certificate from Chartered Accountant for consultancy services for last 7 years.<br>▪ Certificate from Chartered Accountant for Solvency declaration. | | |

| # | Eligibility Criteria | Document Proof | Compliance (Yes/No) | Page Reference (Doc. Name & Pg. no.) |
|---|---|---|---|---|
| 7 | ▪ TAN Certificate<br>▪ GST Certificate<br>▪ Income Tax Return (Latest 5 yrs)<br>▪ Copy of PAN<br>▪ Articles of Association/ Company Registration (depending on company type) | Copy of the valid documents with clear evidence. No vagueness will be allowed.<br>be submitted by each member of JV) | | |
| 8 | The Bidder / Each member of JV must not be blacklisted/ debarred by any Central / State Government / Public Sector Unit (PSU)/any Government organisation in India at the time of bid | Applicant shall submit a declaration on Non-Judicial Stamp paper (format as per Annexure-VI). | | |
| 9 | The bidder / Each member of JV should submit the Power of Attorney of Authorization for signing the bid in Non- | Scanned copy of Power of<br>Attorney needs to be | | |

***Note:** The Bidder/ Lead Bidder of JV's Authorized Signatory shall sign and countersign each and every page of the Proposal Document, including the duly signed copy of the RFP document and all addenda/corrigenda issued, if any**.**

**B. Technical Evaluation Criteria (Stage-II)**

| SL. No | Technical Evaluation Criteria | Description | Compliance (Yes/No) | Page Ref. (Doc. Name & Pg. no.) |
|---|---|---|---|---|
| | **Past Experience of the Bidder** | | | |
| | **Project Experience** | **Experience of bidder / Lead bidder of JV in Consultancy Services-**<br>The Bidder / Lead Bidder of JV should have completed 100% of the work for consideration as experience.<br>The Bidder / Lead Bidder of JV 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/ /International Maritime Boards in last 7 years as on date of bid submission.<br>Scoring Criteria:<br>▪ 5 marks will be awarded for each project up to a maximum of 20 marks. | | |
| | | **Experience of bidder /lead bidder of JV in Consultancy Services with International/ National/State Maritime Boards/ IWAI / Ports -**<br>Relevant project experience with International or State Maritime Boards/ IWAI/Ports during the last 7 years (ended on (last submission due date of proposal).<br>Scoring Criteria:<br>▪ One International / National / State Maritime Board / IWAI / Ports: 5 marks<br>▪ Two International / National / State Maritime Boards / IWAI / Ports: 10 marks<br>▪ Three International / National / State Maritime Boards / IWAI / Ports: 15 marks<br>▪ More than three International / National / State Maritime Boards / IWAI / Ports: 20 marks | | |
| | **Resource Criteria** | | | |
| | **Team Leader- Port Planning Expert (1)** | **Educational Qualification** :<br>MBA / PGDM/ M. Plan/ M. Tech (Marine Engineering/ Water Resources Engineering/ Civil Engineering) / Master's degree in Port Engineering /Maritime Engineering / B.Sc Nautical from AICTE/UGC approved institutions<br>Industrial Experience – Minimum 7 years of consulting experience in any state maritime board/any major ports State/Central Government Department or PSU.<br>Additionally, the resource must have at least 1 year of consulting experience with any State Maritime Board. | | |

| | | | | |
|---|---|---|---|---|
| | | ▪ Between 7 to 10 years = 5 Marks<br>▪ More than 10 years = 10 marks<br>**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 | | |
| | **Consultant (1)** | **Educational Qualification:**<br>B.E. / B. Tech/M.E. /M. Tech./M. Plan / Master Mariner/ MBA/ B. Sc. Nautical from AICTE/ UGC approved institutions.<br>Industrial Experience–Minimum 5 years of Consulting Experience in any State/ Central Govt. Department/ PSUs<br>▪ Between 5 to 7 years= 5 marks<br>▪ More than 7 years= 10 marks<br>**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 | | |
| | **GIS Analyst (1)** | **Educational Qualification** :<br>B.E/ B. Tech/ M. Tech/ MCA/ MBA/M. Plan/ Post-Graduate in GIS / Geomatics / Geography / Remote Sensing from AICTE/UGC approved institutions.<br>Industrial Experience–Minimum 5 years' Experience in Geospatial Data Analytics & Advanced Spatial Analytics<br>▪ Between 5 to 7 years= 5 marks<br>▪ More than 7 years= 10 marks<br>**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 | | |
| | **Technical Presentation** | The Technical Presentation shall be submitted as part of the proposal and must also be formally presented to the Department, either in person or through an online mode, on the date specified in the Bid Data Sheet | | |

**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.

## 10.4 Annexure–IV: Bidder's Annual turnover over last 3 financial years

*(To be submitted on the letterhead of the bidder and each member of JV company's letterhead and signed by Authorized signatory)*

Date: _____

To,
State Transport Commissioner,
Transport Department, Government of Bihar
Visveswaraya Bhawan, 2nd Floor, JLN Marg, Patna-800001
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 2022-23 (In Crores) (b) | FY 2023-24 (In Crores) (c) | FY 2024-25 (In Crores) (c) | Average Turnover [(a+b+c)/3] |
|---|---|---|---|---|---|
| 1 | The bidder should have minimum average annual turnover of more than **Rs. 100 Crores** for last 3 financial years (i.e. 2022-2023, 2023-2024 and 2024-2025)<br>• The Lead Member of JV shall meet at least **51 %** of the mentioned minimum average annual turnover.<br>• Other JV Member shall meet the min. **20 %** of the mentioned minimum average annual turnover.<br>• All members collectively must meet the specified average annual turnover. | | | | |

| # | Details | FY 2022-23 (In Crores) | FY 2023-24 (In Crores) | FY 2024-25 (In Crores) |
|---|---|---|---|---|
| 1 | The Bidder or each member of JV must have positive net worth & must be profitable in each last 3 financial years (i.e. 2022-2023, 2023-2024 and 2024-2025) | | | |

Yours Sincerely,

Signature of Chartered Accountant (with official seal)

Name: _____

Address: _____

Telephone & Fax: _____

Email: _____

UDIN No. : _____

## 10.5 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 Client | |
| 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, customer satisfaction certificate etc.

## 10.6 Annexure-VI: Declaration for not being blacklisted.

*(On Non-Judicial Stamp paper)*

*(To be submitted on the letterhead of the bidder and each member of JV)*

Date: _____

Place: _____

To,

State Transport Commissioner,

Transport Department, Government of Bihar

Visveswaraya Bhawan, 2nd Floor, JLN Marg, Patna-800001

Email ID: stcbihar@bihar.gov.in

Ref. No. :.....

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: _____

Date: _____

## 10.7 Annexure-VII: Power of Attorney

*(On Non-Judicial Stamp paper)*

*(To be submitted on the letterhead of the bidder and each member of JV)*

Tender Ref. _____

Date: _____

To,

State Transport Commissioner,

Transport Department, Government of Bihar

Visveswaraya Bhawan, 2nd Floor, JLN Marg, Patna-800001

Email ID: stcbihar@bihar.gov.in

Ref: RFP Notification no _____ dated _____

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 _____2026.

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.

## 10.8 Annexure-VIII: Bank Guarantee for Earnest Money Deposit

To,
State Transport Commissioner,
Transport Department, Government of Bihar
Visveswaraya Bhawan, 2nd Floor, JLN Marg, Patna-800001
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 Bid Form; 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.

NOTHWITHSTANDING 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:_____

## 10.9 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 Visveswaraya Bhawan, JLN Marg, 2nd Floor, Patna-800001 (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.

## 10.10 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

- This CV correctly describes my qualifications and my experience
- I was not part of the team who wrote the Scope of Work for this RFP
- I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged

| **Name of Expert:** | **Signature** | **Date:** |
|---|---|---|

**Annexure – XI: Financial Proposal – Standard Forms**

## 10.11 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
Visveswaraya Bhawan, 2nd Floor, JLN Marg, Patna-800001
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:

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

*(To be submitted on the letterhead of the bidder and lead member of JV)*

| Sl. No. | Phases of Project | Lumpsum quote (without GST) | GST Amount (18%) | Total Cost of the Project |
|---|---|---|---|---|
| | A | B | C = B x 18% | D = B + C |
| 1 | **Phase-I: Deliverable based** | | | |
| 2 | **Phase-II: Operational Phase** | | | |
| 3 | **Phase-III: Exposure Visit**<br>• **National Visit : Kochi, Kerala (5 days trip including travel time)**<br>• **International Visit : Europe (Any two countries from Netherlands, Germany & Belgium, 5 day trip excluding travel time)** | | | |
| | **Grand 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.
    - Out-of-pocket expenses shall only be paid as detailed in the RFP.
    - Any discrepancies between Figures and Words, Words shall prevail.
- I agree with the terms and conditions of the tender document. However, a specific agreement will be signed upon the award of contract.

Our Financial Proposal shall be binding upon us for the Consultancy, and this Proposal would be valid up to 180 days from the Proposal Due Date. This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses.

Signature of Authorized Signatory and Seal of the bidder

Name: _____

Designation: _____

Date: _____

## 10.13 Annexure-XII: Blueprint for State Maritime & Waterways Master Plan

This comprehensive blueprint provides technical guidelines for States and Union Territories (UTs) in India to develop their State Maritime & Waterways Master Plans. The objective is to ensure alignment with the Maritime India Vision 2030, Maritime Amrit Kaal Vision 2047, and Blue Economy Vision, positioning India as a global maritime leader. It follows the "WHOLE OF GOVERNMENT, WHOLE OF INDIA" approach with communities and business at its core.

**I. Executive Summary**

- Introduction: Highlight the strategic importance of maritime and waterways infrastructure for the state's economic development and global competitiveness.
- Objectives: Articulate the primary goals of the State Maritime & Waterways Master Plan, focusing on infrastructure development, economic growth, and environmental sustainability.
- Alignment with National Visions: Detail the alignment with Maritime India Vision 2030, Maritime Amrit Kaal Vision 2047, and Blue Economy Vision, emphasizing contributions to national goals.

**II. Situational Analysis**

- History: 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, and riverine resources. Include data on port capacities, cargo volumes, navigable waterways, and riverine economic zones.
- 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.
- Stakeholder Mapping: Identify and categorise key stakeholders, including governmental agencies, private sector participants, community groups, and environmental organisations.
- 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.

**III. Strategic Framework**

- Vision Statement: Develop a long-term vision statement reflecting the aspirations for the state's maritime and waterways sector.
- Mission Statement: Outline the mission statement, specifying the core purpose and primary objectives.
- Core Values: Enumerate the guiding values, such as sustainability, innovation, collaboration, and involvement of communities which will underpin the master plan.

**IV. Key Focus Areas**

1. **Policy and Regulatory Framework**
   - Policy Streamlining: Harmonize state-level maritime policies with national and international regulations.
   - Regulatory Compliance: Ensure compliance with international maritime safety, security, and environmental standards.
   - Maritime Security Enhancement: Strengthen maritime security measures to protect ports, shipping routes, and riverine areas.
   - Ease of Doing Business: Simplify regulatory processes to facilitate business operations. Promote investments in the maritime sector.
2. **Cargo**
   - Efficient Cargo Handling: Enhance cargo handling facilities and processes to improve efficiency and reduce turnaround time. Implement modern cargo handling equipment and automation technologies, such as automated cranes, robotic sorting systems, and real-time tracking through IoT.
   - Warehousing and Storage: Develop state-of-the-art warehousing and storage facilities to support cargo operations. Ensure adequate capacity, security, and inventory management systems. Utilize smart warehousing solutions, such as automated storage and retrieval systems (ASRS) and warehouse management systems (WMS) integrated with AI and IoT.
   - Cold Chain Logistics: Establish cold chain logistics infrastructure for perishable goods. Implement temperature-controlled storage and transportation solutions, including refrigerated containers and advanced monitoring systems to maintain the integrity of perishable cargo.
   - Customs and Regulatory Compliance: Streamline customs and regulatory processes to facilitate smooth cargo movement. Ensure compliance with national and international trade regulations. Implement single-window clearance systems, electronic documentation, and blockchain for secure and transparent transactions.
   - Intermodal Connectivity: Improve connectivity between ports and hinterlands through efficient intermodal transport systems. Develop dedicated freight corridors, integrate rail and road networks, and enhance last-mile connectivity to reduce transportation costs and transit times.
   - Digitalization and Automation: Adopt digitalization and automation across cargo operations to enhance efficiency and accuracy. Implement port community systems (PCS), terminal operating systems (TOS), and real-time data analytics for predictive maintenance and operational optimization.
   - Sustainable Practices: Promote sustainable cargo operations by adopting eco-friendly technologies and practices. Implement shore power systems, energy-efficient equipment, and waste reduction measures to minimize the environmental impact of cargo handling.
3. **Port Infrastructure Development**
   - Expansion and Modernization: Detail plans for expanding and modernizing existing ports, including berth enhancements, dredging activities, and logistics improvements.
   - New Ports and Terminals: Identify locations for new ports and terminals, supported by feasibility studies and environmental impact assessments (EIAs).

- Urban Marine Infrastructure: Develop marine infrastructure in urban areas to support commercial activities, tourism, and urban development.
- Rural Marine Infrastructure: Enhance marine infrastructure in rural regions to promote local economic development and connectivity.
- Urban Passenger Water Transport: Establish efficient and sustainable urban passenger water transport systems to reduce congestion and improve mobility.
- Rural Passenger Water Transport: Develop rural passenger water transport networks to enhance connectivity and access to services.
- Fishery Development: Promote sustainable fishery practices, develop modern fishery infrastructure, and support the fishing community through training and resources.
- Community Involvement and Development: Engage local communities in the planning and development process, ensuring their participation and benefit from maritime projects.

4. **Inland Waterways Development**
   - Identification and Development: Identify key inland waterways for development, supported by hydrological surveys and navigability assessments.
   - Cargo and Passenger Infrastructure: Plan for the development of terminals, warehouses, and passenger amenities.
   - Environmental Sustainability: Implement measures to ensure the ecological sustainability of waterways, including pollution control and habitat preservation.
5. **Riverine and Marine Tourism**
   - Infrastructure Development: Develop riverine tourism infrastructure such as marinas, resorts, and recreational facilities.
   - Marine Tourism Promotion: Initiate marine tourism activities like cruises, water sports, and eco-tourism, ensuring minimal environmental impact.
   - Ecosystem Preservation: Implement strategies for the conservation of riverine ecosystems and biodiversity.
6. **Shipbuilding and Repair**
   - Facility Enhancement: Upgrade existing shipbuilding and repair facilities, including dry docks, workshops, and ancillary services.
   - Promotion of Indigenous Industry: Support the growth of the indigenous shipbuilding industry through incentives and collaborations.
   - International Collaborations: Foster partnerships with leading global shipbuilders and maritime technology firms.
7. **Maritime Education, Training and Research**
   - Establishment of Institutes: Set up maritime training institutes offering courses in navigation, engineering, and logistics.
   - Capacity Building Programs: Develop comprehensive training and capacity building programs for the maritime workforce.
   - International Collaboration: Collaborate with international maritime universities and institutions for advanced training and research.
   - Research: Promote and fund maritime research initiatives to advance knowledge and innovation in maritime technologies and practices.

8. **Blue Economy Initiatives**
   - Sustainable Marine Resource Exploitation: Develop strategies for the sustainable exploitation of marine resources, including fisheries and marine biotechnology.
   - Fisheries and Aquaculture Development: Promote the growth of sustainable fisheries and aquaculture practices.
   - Renewable Ocean Energy: Explore and develop renewable ocean energy sources such as wave, tidal, and offshore wind energy.
9. **Environmental Sustainability**
   - Green Port Initiatives: Implement green port initiatives, including green vessels, energy-efficient infrastructure and waste management systems.
   - Marine Pollution Control: Develop and enforce stringent marine pollution control measures.
   - Impact of Climate Change and Global Warming: Assess and address the impacts of climate change and global warming on maritime infrastructure and riverine regions.
   - Flood Prevention and Mitigation: Develop strategies and infrastructure to prevent and mitigate flooding in riverine and inland areas.
   - End-to-End Logistics: Optimize the entire logistics chain from origin to destination, integrating various modes of transport to improve efficiency and reduce environmental impact.
   - Development of Multimodal Hubs: Establish multimodal logistics hubs to facilitate seamless integration of maritime, rail, road, and air transport systems.
   - Riverine Zone Management: Adopt integrated riverine zone management practices to balance development with conservation.
10. **Disaster Management**
    - Preparedness Planning: Develop comprehensive disaster management plans for maritime and riverine areas, focusing on preparedness, response, and recovery.
    - Early Warning Systems: Implement advanced early warning systems to detect and communicate potential disasters.
    - Response Coordination: Establish coordinated response mechanisms involving local, state, and national agencies.
11. **Business Continuity Plan**
    - Risk Assessment: Conduct risk assessments to identify potential disruptions to maritime operations.
    - Continuity Strategies: Develop and implement strategies to ensure business continuity during disruptions.
    - Recovery Planning: Create detailed recovery plans to restore operations quickly after a disruption.
12. **Interstate & International Coordination**
    - Interstate Collaboration: Establish frameworks for collaboration and coordination between states on maritime and waterways projects.
    - International Partnerships: Develop and maintain international partnerships to enhance maritime capabilities and share best practices.
    - Regulatory Alignment: Ensure alignment of state policies with national and international regulations and standards.

**13. Technology and Innovation**

- Smart Technologies Integration: Discuss the adoption of smart port technologies, including IoT, AI, block chain, etc. for enhanced operational efficiency and security.
- Advanced Systems: Use AI for efficient cargo handling and management. Integrate block chain for secure and transparent operations.

**V. Implementation Plan**

- Phased Implementation: Outline a phased implementation plan with short-term, medium-term, and long-term projects with expected timelines for 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 Mobilisation: 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.

**VI. 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.

**List of Indicative DPR under Master Plan for Development of IWT in Bihar**

**(To be finalized post approval of Master plan)**

Preparation of DPR including Engineering design & tender document:

1. Development of Ferry Services in State of Bihar.
2. DPR for development of IWT in River Gandak, River Ghaghra, River Sone.
3. DPR for Self-Sustainable Water Tourism in State of Bihar.
4. DPR for utilization of Canal Network for IWT development.
5. DPR for development of Special Zone for utilization of IWT mode for inward and outward cargo from Hinterland of NW-1(River Ganga) in the state of Bihar.
6. DPR for Water Metro in Patna & Bhagalpur city.
7. DPR for development of River Karamnasa (NW-54) by constructing suitable navigational lock/barrages.
8. DPR for development of IWT in River Ghaghara.
9. DPR for development of River Punpun (NW-81) for IWT infrastructure focusing development of Satellite City at Punpun and River Gandak for proposed Satellite City Sonepur.

10. DPR for development of River Kosi for IWT.
11. DPR for development of Industrial Units to catch IWT potential in the State of Bihar.
12. DPR for development of IWT in River Sone (NW-94)
13. DPR for Cruise ship and Waters Sport in River/Canals/Water Bodies in State of Bihar.
14. DPR for regional trade interlinking multimodal through IWT.
15. DPR for Integration of similar Deptts./Agency like IWAI, IWT Bihar, WRD, Flood Control Agency CWC and NWDA.
16. DPR for Integrated Silt Management in the Rivers focusing erosion, irrigation and enhancement of capacity of Dam/ Reservoirs tapping IWT Potentials in River Basins of Bihar.
17. DPR for transportation of Sand of River Sone (NW-94) by integrating Rail, Road& IWT and requirement of amendment of Mining Leasing Arrangement.
18. DPR for Blue Economy by exploring Fisheries, Aquaculture and Wind energy from River Basins in State of Bihar.

## 10.14 Annexure XIII: Format for Standard Joint Venture (JV) Agreement

(To be executed on Non-Judicial Stamp Paper of appropriate value)

**JOINT VENTURE AGREEMENT**

This Joint Venture Agreement ("**Agreement**") is executed on this ___ day of _____, 2026,

**BY AND BETWEEN**

**1. [Lead Partner Name]**

A company incorporated under the Companies Act, having its registered office at _____ (hereinafter referred to as the "**Lead Partner**", which expression shall include its successors and permitted assigns)

**AND**

**2. [Partner Name]**

A company incorporated under the Companies Act, having its registered office at _____ (hereinafter referred to as the "**JV Partner**", which expression shall include its successors and permitted assigns)

(Lead Partner and JV Partner are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

**WHEREAS**

A. The Transport Department, Government of Bihar has issued an RFP for **"Selection of Consultant for Preparation of State Maritime and Waterways Master Plan"** ("Project")

B. The RFP permits participation through Joint Venture arrangements

C. The Parties have agreed to form a Joint Venture to submit a bid and, if selected, execute the Project

**NOW THEREFORE, the Parties agree as follows:**

**1. PURPOSE OF JV**

The Parties hereby form a Joint Venture solely for:

- Preparation and submission of proposal in response to the RFP
- Execution of the Project, if awarded

**2. LEAD PARTNER**

- **[Lead Partner Name]** shall act as the Lead Partner
- The Lead Partner shall:
    - Represent the JV in all dealings

- Submit the bid
- Receive instructions and payments
- Coordinate execution and deliverables

**3. SHAREHOLDING / PARTICIPATION**

- Lead Partner: ___% (minimum 51%)
- JV Partner: ___%

The shareholding shall remain unchanged throughout the Project duration unless approved by the Authority.

**4. ROLES & RESPONSIBILITIES**

**4.1 Lead Partner**

- Overall project management
- Client coordination
- Financial management and billing

**4.2 JV Partner**

- Technical support / domain expertise
- Field surveys / analysis / inputs

*(Detailed role matrix may be appended as Annexure)*

**5. JOINT & SEVERAL LIABILITY**

The Parties shall be **jointly and severally liable** to the Transport Department, Government of Bihar for:

- Performance of the contract
- Meeting deliverables and timelines
- Compliance with RFP and Agreement terms

**6. AUTHORITY OF LEAD PARTNER**

- The JV Partner hereby authorizes the Lead Partner to:
  - Sign and submit all bid documents
  - Execute agreements with the Authority
  - Represent the JV in all matters

(A Power of Attorney shall be submitted separately)

**7. FINANCIAL ARRANGEMENT**

- Payments shall be received by the Lead Partner
- Distribution of funds between Partners shall be as per:
    - Work share basis OR
    - Mutually agreed financial arrangement

**8. EXCLUSIVITY**

- Each Party confirms:
    - It is not participating in the RFP independently
    - It is not part of another JV for this RFP

**9. VALIDITY OF AGREEMENT**

This Agreement shall remain valid:

- Till completion of Project
- Including any extension and defect liability period
- Or termination of contract (whichever is later)

**10. CHANGE IN JV STRUCTURE**

- No Partner shall withdraw or change stake without:
    - Prior written approval of the Authority
- Unauthorized change may lead to:
    - Bid rejection OR contract termination

**11. PERFORMANCE SECURITY**

- Performance Security shall be submitted:
- By Lead Partner on behalf of JV
- Liability for performance remains **joint and several**

**12. CONFIDENTIALITY**

- Both Parties shall maintain confidentiality of:
    - RFP documents
    - Project data
    - Government information

**15. GOVERNING LAW**

This Agreement shall be governed by the laws of India.

**16. MISCELLANEOUS**

- This Agreement does not create a separate legal entity
- It is limited to this Project
- Amendments must be in writing and signed by all Parties

**IN WITNESS WHEREOF**

The Parties have executed this Agreement on the date first written above.

**For Lead Partner**

Signature: _____
Name: _____
Designation: _____
Seal: _____

**For JV Partner**

Signature: _____
Name: _____
Designation: _____
Seal: _____

**Witnesses**

1. Name: _____ | Signature: _____
2. Name: _____ | Signature: _____

## 10.15 Annexure-XIV: Format for Power of Attorney to authorized Lead Member of JV

(To be submitted on a Stamp Paper of relevant value)

**Power of Attorney**

Whereas the Transport Department, Bihar State has invited applications from eligible bidders for "**Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar**", (the "Project")

Whereas, _____ and _____ (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project,

AND

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s. _____having our registered office at _____,

And M/s._____having our registered office at _____,
(Hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s._____ having its registered office at _____,
being one of the Members of the Joint Venture, as the **Lead Bidder** and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney").

We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Transport Department, Government of Bihar, and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid for the Project and / or upon award thereof till the Master Service Agreement is entered into with the Transport Department, Government of Bihar.

AND

hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____DAY OF _____, 20_____.

For _____ (Signature)
Name & Title _____

For _____ (Signature)
Name & Title _____

Witnesses:
1.
2.

(Executants)
(To be executed by all the Members of the Joint Venture)

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## 10.16 Annexure-XV: Format for Board Resolution (JV Partner Authorization)

(To be submitted by each JV member on the letterhead of the Company / Extract certified by Company Secretary / Authorized Director)

"RESOLVED THAT"

1. The Company do hereby approve participation, as a member of a Joint Venture (JV), in response to the Request for Proposal (RFP) issued by the Transport Department, Government of Bihar for the project titled: "Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar"

RESOLVED FURTHER THAT, the Company do enter into a Joint Venture Agreement with the following partner(s):

- Lead Partner: [Name of Lead Partner]
- JV Partner: [Name]

RESOLVED FURTHER THAT, the Board hereby:

- Approves [Lead Partner Name] as the Lead Partner of the Joint Venture
- Authorizes the Lead Partner to:
    - Submit the bid
    - Sign all bid documents
    - Represent the JV before the Authority
    - Execute the contract, if awarded

RESOLVED FURTHER THAT, the Company agrees to:

- Be jointly and severally liable for execution of the Project
- Comply with all terms and conditions of the RFP and subsequent Agreement
- Abide by all instructions of the Lead Partner for the purpose of this Project

RESOLVED FURTHER THAT, the Company shall not:

- Participate individually in this RFP
- Be part of any other Joint Venture for the same RFP

RESOLVED FURTHER THAT, [Name of Authorized Signatory], [Designation], be and is hereby authorized to:

- Sign and submit all necessary documents
- Execute the Joint Venture Agreement
- Issue undertakings, declarations, and confirmations
- Do all such acts, deeds, and things necessary for the purpose of this RFP and Project

"RESOLVED FURTHER THAT"

A certified copy of this resolution be furnished to the Authority as part of the bid submission.

Certified True Copy

For [Name of Company]

Signature: _____
Name: _____
Designation: _____
(Authorized Signatory)
Seal of the Company

## 10.17 Annexure-XVI: Format for Undertaking of Joint & Several Liability

(To be executed on Non-Judicial Stamp Paper of appropriate value and signed by all JV partners)

### Undertaking of Joint & Several Liability

We, the undersigned, hereby submit this Undertaking in connection with our bid for: "Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar".

1. **JV Constituent Details**

| Sl. No. | Name of Party | Role (Lead/Member) | % Participation |
|---|---|---|---|
| 1 | [Lead Partner Name] | Lead Partner | ___% |
| 2 | [Partner Name] | JV Member | ___% |

2. **Joint & Several Liability**

We hereby irrevocably and unconditionally undertake that:

1. All the members of the Joint Venture shall be jointly and severally liable to the Transport Department, Government of Bihar for:
    - Submission of the bid
    - Execution and performance of the contract
    - Fulfilment of all obligations under the RFP and the Agreement
2. The liability of each member shall be co-extensive, meaning:
    - The Authority shall have the right to recover the entire amount or enforce obligations against any one or more JV members

3. **Responsibility towards Performance**

We further confirm that:

- The Joint Venture shall ensure successful execution of all deliverables
- Any failure by any partner shall be treated as a failure of the entire JV
- No member shall be discharged from liability due to:
    - Internal arrangements within the JV
    - Change in role or responsibility

4. **Commitment to RFP Conditions**

We agree that:

- This undertaking is binding upon us in accordance with the terms of the RFP
- We shall comply with all tender conditions, contractual obligations, and statutory requirements
- We shall not seek any limitation of liability contrary to this undertaking

5. **Duration of Undertaking**

This Undertaking shall remain valid:

- From the date of submission of bid
- Till completion of the Project (including extensions, if any)
- Or till discharge of all contractual obligations

6. **Non-Withdrawal**

We undertake that:

- None of the JV members shall withdraw from the Joint Venture without prior written approval of the Authority
- Withdrawal without approval shall constitute breach of contract

**7. Binding Nature**

This Undertaking:

- Shall be binding on all JV members and their successors/assigns
- Shall form an integral part of the Contract Agreement, if awarded

**IN WITNESS WHEREOF,**

the Parties have executed this Undertaking on the date first mentioned above.

**For Lead Partner**

Signature: _____
Name: _____
Designation: _____
(Authorized Signatory)
Seal of the Company

**For JV Partner**

Signature: _____
Name: _____
Designation: _____
(Authorized Signatory)
Seal of the Company

**Witnesses**

1. Name: _____ | Signature: _____
2. Name: _____ | Signature: _____

## 10.18 Annexure-XVII: Format for Consent Letter from JV Partner

Date: _____

To,

State Transport Commissioner,

Transport Department, Government of Bihar

Visveswaraya Bhawan, 2nd Floor, JLN Marg,

Patna-800001.

Email ID: stcbihar@bihar.gov.in

We, [Name of JV Partner Company], having our registered office at [Address], hereby convey our formal consent to participate as a member of the Joint Venture (JV) with:

- Lead Partner: [Name of Lead Partner]

for submission of bid in response to the RFP titled:
"Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar."

We hereby confirm the following:

1. We have entered / will enter into a Joint Venture Agreement with the above-mentioned partner for this Project.
2. We authorize [Lead Partner Name] to act as the Lead Partner, to submit the bid and represent the JV in all matters related to this RFP.
3. We agree to be jointly and severally liable for the performance of the contract, if awarded.
4. We confirm that:
    - We are not participating in this tender independently
    - We are not part of any other Joint Venture for this RFP
5. We agree to abide by all the terms and conditions of the RFP and the subsequent contract agreement.
6. We confirm that all information provided by us in the bid is true and correct.

**Details of Authorised Signatory:**

Signature: _____
Name: _____
Designation: _____
Contact No: _____

**Yours sincerely,**

Signature: _____
Name: _____
Designation: _____
(Authorized Signatory)
Seal of the Company