GOVERNMENT OF BIHAR
TRANSPORT DEPARTMENT
Patna, Bihar
Re-NIT (RFP) No:- 07STA(IWT)-22-10/2024-8801
Previous PR no-IPRD-PR-013778(Transport)2026-27

Letter No.- 9891 /PATNA, Dated- 06-11-26

**Corrigendum**

The Notice inviting RFP for "Selection of Consultant for Preparation of State Maritime and Waterways Master Plan for Bihar" i.e Re-NIT (RFP) No:- 07STA(IWT)-22-10/2024-8801 dated- 14.10.2026 which have been published in various newspaper. Due to unavoidable reasons, Corrigendum for this NIT will be available on e-Tendering website (https://eproc2.bihar.gov.in/), in which there is change in the following important dates;

| Sl no | Description | Previously Scheduled | Revised Date |
|---|---|---|---|
| 1 | Last Date & Time of submission of proposals | 12-11-2026 at 04:00 PM (https://eproc2.bihar.gov.in/) | 23-11-2026 at 04:00 PM (https://eproc2.bihar.gov.in/) |
| 2 | Date & Time of opening Pre-Qualification & Technical proposal(s) (online) | 12-11-2026 at 05:00 PM (https://eproc2.bihar.gov.in/) | 23-11-2026 at 05:00 PM (https://eproc2.bihar.gov.in/) |
| 3 | Date & Time of Technical Presentation | To be notified later (for qualified bidders only) | To be notified later (for qualified bidders only) |
| 4 | Opening of Financial proposals (online) and declaration of result | To be notified later | To be notified later |

The remaining terms and conditions of the Notice Inviting Tender (RFP) will be same.

06.11.26

State Transport Commissioner
Transport Department,
Bihar,Patna

# Transport Department, Government of Bihar

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

RFP Ref. No.: 07 STA(IWT)-22-10/2024-9890 Date: 06.11.26

## Corrigendum 1.0

**Pre-Bid Response 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 Dated: 14-10-2026

### Pre-Bid Response

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 1. | 6. Commercial Bid Evaluation Criteria | Section 06 Page No. 30 | 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%. | Considering the scale of technical expertise required by the firm and personnel to be deployed is high, we believe higher weightage should be given to technical scoring to avoid underbidding. Hence, we request to amended the clause as follows: i. Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 80% and Commercial Bid Score a weightage of 20%. | As per RFP |
| 2. | | | | Request the Authority to modify the selection criteria to 80:20 | As per RFP |
| 3. | 4. Pre-qualification (Eligibility) Criteria | Section 04 Page No. 24 | 1. Annual Turnover<br>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 | Considering the scale of assignment and technical requirements, we propose the average annual turnover to be increased to INR 300Crores in last 3 financial years (i.e. 2022-2023, 2023-2024 and 2024-2025) | As per RFP |

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| 4. | | | Government & Public sector advisory/consultancy services domain in India<br><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. | We request the Authority to kindly consider reducing the minimum average annual turnover requirement from ₹100 Crores to ₹75 Crores for the last three financial years (FY 2022–23, FY 2023–24 and FY 2024–25). This would enable participation by a broader pool of technically qualified bidders while ensuring adequate financial capacity to undertake the assignment. | As per RFP |
| 5. | | | | Please consider proportionate relaxation of Rs 100 crore average turnover threshold or permit combined JV credentials without separate 51%/20% thresholds, to enhance competition. | As per RFP |
| 6. | 4. Pre-qualification (Eligibility) Criteria | Section 04<br>Page No. 24 | 3a Project Experience<br>The Bidder should have completed 100% of the work for consideration as experience. The Bidder should have experience in executing consultancy service projects in India or International experience. The bidder 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. | We request the department to only consider projects undertaken and delivered in India with PSUs / State / Central Government. Projects undertaken with Private sector, International Institutes and International Govt should not be considered relevant as experience of approvals, functionary, each state conditions are very different. Project taken outside India may not be relevant, hence projects with Indian Government and PSUs shall be considered relevant. Thus, we request to kindly amend and the clause as follows: 3a Project Experience The Bidder should have completed 100% of the work for consideration as experience. The Bidder should have experience in executing consultancy service projects in India or International experience. The bidder should have completed at least 2 (two) consultancy projects for any State/ PSU/ Central Government/International Institution during the last 5 years as on bid submission date. | As per RFP |

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| 7. | 4. Pre-qualification (Eligibility) Criteria | Section 04<br>Page No. 24 | 3b Project Experience<br>The Bidder should have completed 100% of the work for consideration as experience. The Bidder shall have completed at least one (1) consultancy service project related to Ports, Inland Waterways, Jetties, Harbours, Marinas, Ferry Lines or Passenger Terminals and provided Consultancy to any State/ Center/ PSU/ /International Maritime Boards in last 7 years as on date of submission. | In line with the above amendment and considering the requirements stated in clause 1a of the Past experience of the bidder the clause should be amended as follows:<br><br>3b Project Experience the Bidder should have completed 100% of the work for consideration as experience. The Bidder shall have completed at least one (1) consultancy service project related to Ports, Inland Waterways, Jetties, Harbours, Marinas, Ferry Lines/ Logistics, Industrial development and provided Consultancy to any State/ Center/ PSU/ /International Maritime Boards in last 5 years as on date of bid submission. | As per RFP |
| 8. | | | | In line with our request to consider ongoing assignments under the notes to the pre-qualification criteria, we request the Authority to revise Clause 3B to permit relevant completed and ongoing assignments to qualify. We also request experience with private ports, subject to submission of prescribed supporting documents.<br><br>Accordingly, we suggest revising the clause as follows:<br><br>“The Bidder / Lead Bidder of JV / Consortium shall have experience in at least one (1) consultancy service project (completed/ongoing) related to Ports, Inland Waterways, Jetties, Harbours, Marinas, Ferry Lines or Passenger Terminals, and provided consultancy to any State / Central Government / PSU / Private Ports / International Maritime Boards within the last seven (7) years as on the date of bid submission.” | As per RFP |

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| 9. | 4. Pre-qualification (Eligibility) Criteria | Section 04<br>Page No. 25 | 5. Legal Entity<br>Bidder 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 and should have been established for the last 07 years in India (including name change / impact of mergers or acquisitions) The bidder should be into the business of consultancy services for the during last 7 years (as on 31.04.2026). The bidder shall be solvent at the date of bidding. | We request the department to kindly consider increasing the overall experience requirements to 10 years from last 07 years in India to give preference for highly experienced firms to participate and have a fair chance of evaluation across the evaluation criteria. Also, we request that instead of Certificate from Chartered Accountant for existence of firm, audited turnover statement/ ITR copy/ consultancy W.O. copy of any assignment, of last 10 years be considered along with certificate of incorporation to assess the existence and continuous establishment. CA only certifies the amount of fee received and not the years of experience. Hence, we request this modification. | As per RFP |
| 10. | | | | The current requirement limits eligibility to Indian-incorporated entities, thereby restricting participation from reputed international consulting firms possessing relevant global experience. To encourage wider competition and ensure participation of the most qualified firms, we request the Authority to permit foreign-incorporated entities to participate through a JV/Consortium arrangement, subject to applicable regulations. | As per RFP |
| 11. | 4. Pre-qualification (Eligibility) Criteria | Section 04<br>Page No. 25 | 8. Power of Attorney<br>The bidder should submit the Power of Attorney of Authorization for signing the bid in Non-Judicial Stamp Paper | We request the department to kindly confirm the denomination of stamp duty to be submitted on the PoA. We propose the stamp duty be limited to standard amount of INR 50 only. | Bidder shall submit the power of attorney of Authorization for signing the bid in Non-Judicial Stamp Paper of INR 500 only |

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| 12. | 4 Pre-qualification (Eligibility) Criteria | Section 04<br>Page No. 25 | Note:<br>Bidder experience with the private port will not be considered under project experience. Furthermore, only international projects undertaken with the government authorities will be considered as relevant project experience. | We would request experience of projects undertaken in India with government organizations shall only be considered. Experience of projects undertaken with private sector client, international government organizations or projects undertaken outside India shall not be considered for evaluation purpose. International projects undertaken outside India with any other country government shall not be considered, as each country has different geographic conditions, functioning procedures etc and may not be relevant in aspect to our project requirements. | As per RFP |
| 13. | | | | We request the Authority to consider relevant ongoing assignments which are still under execution as eligible for project experience, as consultancy assignments in the port and maritime sector often involve long execution periods, and restricting consideration to completed assignments may exclude consultants currently undertaking relevant projects.<br><br>Accordingly, we request that the note on Page 25 be revised to include the following provision: "Ongoing projects shall be eligible for evaluation with valid Work Orders / Purchase Orders and other supporting documents on the Client's letterhead." | As per RFP |

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| 14. | Past Experience of the Bidder | Section 05<br>Page no. 27 | 1a Project Experience<br>Project Experience: Experience of bidder / Lead bidder of JV in Consultancy Services- The Bidder / Lead Bidder of JV should have completed 100% of the work for consideration as experience. 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: ▪ 5 marks will be awarded for each project up to a maximum of 20 marks. | We request that ongoing projects for which original project tenure is completed, and the project is in extension phase to be considered as eligible projects. Further we request you to consider Industrial and logistics projects as eligible project under this criterion. Further we understand projects which are 80% completed will be considered as eligible projects as mentioned in section 04. Please confirm. | The project as mentioned in the Work order/LOA/agreement will be treated as one project, extension of the same project will not be considered as another project. |
| 15. | | | | Request the Authority to include Port and Port led allied infrastructure related sectors in the Project Experience.<br><br>The modified Clause to be read as: Experience of bidder in Consultancy Services- Relevant project consulting experience related to Port and Port led allied infrastructure/ Inland Waterways/Jetties/ Harbours /Marinas/ Ferry Lines/ Industrial development/Passenger Terminals during the past 7 years as on bid submission date.<br><br>Scoring Criteria:<br><br>▪ 5 marks will be awarded for each project up to a maximum of 20 marks.<br>Work Order & 100 % Work Completion certificate from the concerned authority has to be submitted. | As per RFP |

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| 16. | | | | In line with our request to consider ongoing assignments under the pre-qualification criteria, we request the Authority to permit relevant completed and ongoing assignments to be considered under this criterion.<br>Accordingly, we suggest revising the provision as follows: "The Bidder / Lead Bidder of JV / Consortium shall have experience in at least one (1) consultancy service project (completed/ongoing) related to Ports, Inland Waterways, Jetties, Harbours, Marinas, Ferry Lines or Passenger Terminals and provided consultancy to any State / Central Government / PSU / Private Ports / International Maritime Boards within the last seven (7) years as on the date of bid submission." | As per RFP |
| 17. | | | | Experience of bidder / Lead bidder of JV in Consultancy Services- The Bidder / Lead Bidder of JV should have completed 100% of the work for consideration as experience. 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 10 years as on date of bid submission. | As per RFP |
| 18. | 5 Technical Qualification Criteria Past Experience of the Bidder | Section 05 Pg. no. 27 | 1b Project Experience<br>Experience of bidder /lead bidder of JV in Consultancy Services with International/ National/State Maritime Boards/ IWAI / Ports - 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: ▪ One International / National / State Maritime Board / IWAI / | We request that ongoing projects also be considered as eligible projects under this category. In order to enable wider participation, we request the Authority to consider revising the scoring criteria as follows: One International / National / State Maritime Board / IWAI / Ports: 5 marks Two International / National / State Maritime Boards / IWAI / Ports: 10 marks Three International / National / State Maritime Boards / IWAI / Ports: 15 marks Four or more International / National / | As per RFP |

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| | | | Ports: 5 marks ▪ Three International / National / State Maritime Boards / IWAI / Ports: 10 marks ▪ Five International / National / State Maritime Boards / IWAI / Ports: 15 marks ▪ More than Five International / National / State Maritime Boards / IWAI / Ports: 20 marks | State Maritime Boards / IWAI / Ports: 20 marks | |
| 19. | | | | We request the Authority to permit relevant ongoing assignments to be considered for technical evaluation and scoring, subject to submission of valid Work Orders / Purchase Orders and other supporting documents on the Client's letterhead. We also request that relevant experience with major, minor and private-sector ports be considered.<br><br>Accordingly, we suggest revising the provision as follows: "Experience of the Bidder / Lead Bidder of JV / Consortium in consultancy services with International / National / State Maritime Boards / IWAI / Ports (Major / Minor / Private).<br><br>Relevant project experience with International / National / State Maritime Boards / IWAI / Ports (Major / Minor / Private) during the last seven (7) years, ending on the last date of bid submission, shall be considered for evaluation and scoring." | As per RFP |
| 20. | | | | Experience of bidder /lead bidder of JV in Consultancy Services with International/ National/State Maritime Boards/ IWAI / Ports - Relevant project experience with International or State Maritime Boards/ IWAI/Ports during the last 10 years ended on (last submission due date of proposal). | As per RFP |

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| 21. | 2.23 Project Duration | Section 2 Pg. No. 18 | 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 another 1 (one) year based on the satisfactory performance and with unaltered terms & conditions. | We believe that in case of extension required for the completion of stated scope of work items, such extension can be on unaltered terms and conditions. However, extension in case of any additional work or scope shall be based on the mutually agreed terms post assessment of the additional scope. | As per RFP |
| 22. | Clause 3.4 – Termination for Default | Section 3 Pg. No. 19-20 | 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: 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 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 Violation of any other terms of the Agreement. | The termination right appears unilateral in favour of the Department. Kindly amend to provide the consultant with a corresponding right to terminate for Authority default, including prolonged payment delay, failure to provide required information/approvals, or material breach not cured within a reasonable period after notice. | As per RFP |

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| 23. | 3.6 Signing of Non-Disclosure Agreement | Section 3 Pg. No. 20 | 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. | Kindly clarify whether the selected bidder may retain copies of project documents/data strictly for legal, regulatory, internal audit, compliance, insurance, and archival purposes, subject to continuing confidentiality obligations. Please amend the clause to include such retention rights. | As per RFP |
| 24. | 3.7 Performance Security | Section 3 Pg. No. 20 | The successful bidder shall, within fourteen (14) days of the notification of Contract award should provide a Performance Security in the form of a Bank Guarantee (BG), amounting to the 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. | We kindly request that the performance security submission timeline be extended to 21 days to account for any circumstances unforeseen. | As per RFP |
| 25. | Clause 3.11 – Indemnity & Limitation of Liability | Section 3 Pg. No. 21-23 | The limitation of liability provides that liability for claims related to the Agreement shall be limited to direct damages only and capped at the total contract value, but expressly states that the cap shall not apply to indemnification obligations. | Kindly amend to include mutual indemnities, including indemnity by the Authority for third-party claims arising from (i) materials/information/instructions provided by the Authority, (ii) unauthorized use/modification of deliverables by the Authority, and (iii) acts/omissions of the Authority or its personnel. | As per RFP |
| 26. | | | | Requesting the Authority to kindly remove this clause. | As per RFP |

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| 27. | Clause 3.12 – Arbitration | Section 3 Pg. No. 23 | The RFP states that the sole arbitrator shall be appointed by the Secretary, Transport Department, GoB. | In line with principles of neutrality and independence in arbitration, we request amendment to provide for a mutually agreed independent sole arbitrator, or a 3-member tribunal with each party appointing one arbitrator and the two arbitrators appointing the presiding arbitrator. | As per RFP |
| 28. | Definitions | Pg. No. 07 | "Similar Works" 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. | We believe Indian Ports Association (IPA) shall be considered as Statutory Authority. Otherwise, we would request the department to kindly consider projects undertaken with IPA as relevant for evaluation. The relevant assumptions or modifications shall be interpreted consistently throughout the RfP clauses. | As per RFP |
| 29. | 5. Technical Qualification Criteria | Section 5 Pg. No. 28-29 | g) The Technical Evaluation criteria are mentioned below: S.No. 3: Approach & Methodology – 10 Marks S.No. 4: Technical Presentation – 20 Marks | We believe due to the extensive SoW items, the A&M would be too complex an might have some gaps which cannot be fulfilled in the documentation. Hence, we propose that the marking for A&M be combined with the Technical Presentation with a score of 30 Marks. Also, since we will be submitting the detailed write-up of A&M, the technical presentation be submitted at the time of presentation date. | As per RFP |
| 30. | 7.12 DPR preparation and exposure visits | Section 7 Pg. No. 35 | 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, reengineering drawings, master plan and detailed cost estimates etc. | Please confirm that our basic level drawings and cost estimates will be prepared only for EPC contractor onboarding and not for any other modes such as item cost rates etc. | As per RFP |

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| 31. | 7.12 DPR preparation and exposure visits | Section 7 Pg. No. 35 | 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, reengineering drawings, master plan and detailed cost estimates etc. | Request you to please confirm if the list of 12 projects has been identified based on some pre assessments. If so, please share the list of projects and their details. As it is difficult to ascertain the project cost of each DPR without relevant project details, to bring parity and equal level, we request the department to kindly share the indicative capital cost as deemed fit by the authority, so that all bidders can accordingly quote a percentage consultancy fee which can be converted to lumsum quote (for bidding purpose only) for phase 2 of the project which is related to preparation of 12 DPRs and tender documents. Without having any project details, it will be very difficult to ascertain the consultancy fee to prepare DPRs and tender documents. The selected bidder will be paid a fee according to the percentage quote of the bidder on the final approved project cost. In case, department cannot ascertain the indicative cost of the projects for which DPR needs to be prepared, we request to kindly consider reduction of scope to preparation of master plan and exposure visits. Once the masterplan is approved, it would become easy to shortlist the details of the projects for which DPRs are required. The basic level information will also be available which will help consultants to quote the financial bid in a better manner rather than being in the current situation where assumptions are required with no background available. The department should also consider the risk which bidder is carrying in this case as there are no details available and the complete financial proposal needs to be prepared referring to similar projects undertaken in other states. | As per RFP |

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| 32. | | | | We understand that the Authority intends for the Consultant to prepare DPRs within the focus areas.<br><br>It may be noted that the focus areas range from policy/ regulatory measures to infrastructure development to capacity building. Each domain focuses on different aspects and DPRs would vary basis requirement, available budget, requirement of detailed assessment including traffic assessment, modal shift assessment, geo-technical assessment, navigational assessment, etc. and Authority's willingness to execute.<br><br>Kindly clarify the content and activities to be undertaken for projects, if identified, under each of the focus areas. | As per RFP |
| 33. | 7.12 DPR preparation and exposure visits | Point b<br>Page 35 | b) Providing of the exposure visit to 5-member team with one International (Vietnam or Europe) and one National (Gujarat Ghogha-Dahej or Kochi Metro-Kerala) | Request the Authority to consider that the Consultant will prepare and facilitate the plan for exposure visits (One National and One International).<br><br>All expenses related to the same should either be borne by the Authority on its entirety or Consultant is reimbursed the same on actuals. This would help Authority manage the financial for the exposure visit. | As per RFP |
| 34. | Payment Terms | Section 8, Pg. No. 36 | Payments linked to deliverables. | We request you to consider the invoice to payment cycle as 30 days and if the Client fails to provide any comments on 15 days of submission of deliverables, the same shall be deemed to have been duly accepted. | As per RFP |

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| 35. | 8. Deliverables, Timelines & Payment Schedule | Point 4, part 2 Page 35 | Phase-II: Operational Phase<br>All arrangements and costs are to be borne by the consultant. | Request the Authority to consider that the Consultant will prepare and facilitate the plan for exposure visits (One National and One International). All expenses related to the same should either be borne by the Authority on its entirety or Consultant is reimbursed the same on actuals. This would help Authority manage the financial for the exposure visit | As per RFP |
| 36. | 9 Service Level Agreement | Section 09 Pg. No. 37 | 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. | In clause (b), we request you to kindly cap the total penalties at 5% of the billed amount. Also, we request you to kindly remove clause (c) | As per RFP |
| 37. | 9 Service Level Agreement | Section 09 Pg. No. 37 | · 1 Delay in submission of deliverables Delay in submission of deliverables beyond stipulated timelines 100% of the concerned invoice amount of the milestone shall be charged as penalty. | The SLA provides multiple penalties, including milestone-linked penalties up to 100% of the concerned invoice amount, 1% of contract value per week for non-deployment of the Team Leader, and separate confidentiality penalties. Please clarify the overall aggregate cap on all penalties and deductions. We request express inclusion of a provision that total SLA penalties and liquidated damages, in aggregate, shall not exceed 10% of the total contract value or such other reasonable cap specified by the Authority | As per RFP |

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| 38. | | | | Considering the specialized nature of the key personnel required under the RFP, their involvement is expected to be driven by specific project requirements, technical reviews, stakeholder consultations and site visits, rather than continuous on-site presence. We therefore request the Authority to allow the Team Leader and other Key Experts to be deployed on an as-and-when-required basis, while a dedicated suitable qualified Project Coordinator may be stationed at the authority's office to ensure day-to-day coordination, regular communication and timely follow-up on project activities.<br><br>Kindly confirm whether the proposed arrangement is acceptable | As per RFP |
| 39. | | | | Please reconcile the general 10% cap on billed amount with the 100% milestone invoice penalty for delay beyond seven days, and cap cumulative penalties appropriately.<br><br>Please confirm no penalty applies to delayed comments, data, approvals, site access, permits, force majeure or third-party dependencies. | As per RFP |
| 40. | Clause 9 – Service Level Agreement / Parameter 4 (Breach in data confidentiality) | Section 9 Pg. No. 38 | · No breach no penalty 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. | The confidentiality-breach penalty provides for deduction of INR 50,00,000 or Liquidated Damage amount, whichever is higher, and also contemplates criminal action. Please clarify whether this amount is independent of, or in addition to, other penalties/damages. We request that all confidentiality-related monetary liabilities be made subject to the overall liability cap under Clause 3.11, except in cases of fraud, wilful misconduct, or unlawful disclosure proven under applicable law. Further, breach of confidentiality is | As per RFP |

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| | | | | not a criminal offence, hence pls reconsider criminal action. | |
| 41. | Annexure-I – Covering Letter for submission of RFP | Section 10.1 Pg. No. 39 | Annexure-I requires the bidder to declare that it is not involved in any major litigation that may impact delivery of services and that there is no conflict of interest. | Kindly clarify whether only matters that are capable of having an adverse impact on the Bidder's ability to deliver services are required to be reported. | As per RFP |
| 42. | 10.12 Annexure-XI (B): Financial Bid Format & Instructions | Section 10.12 Pg. No. 57 | | Since the cost of Phase II is difficult to ascertain without the details of the 12 projects for which DPR needs to be prepared. We request to kindly allow for submission of phase II cost on percentage basis. Which can then be converted into lumsum quote for evaluation purposes. In case, the indicative project cost is declared by the client, we request that in case of any final cost variation to the final project cost, such adjustments can be made to the final consultancy fee for Phase II based on the percentage quote submitted. The variation can be adjusted in the final payment for Phase II i.e. Submission of final report. | As per RFP |
| 43. | 1. Bid Data Sheet | Point 13, page 5 | 13Date of Pre-bid Meeting (offline) 05-05-2026 at 03:00 PM | Request the Authority to allow online/ virtual participation for the discussion. This will help the larger team to participate for the discussion.<br><br>As a standard industry practice and to encourage wider participation, we respectfully request the Authority to kindly arrange for the pre-bid meeting to be conducted through Video Conference (VC) mode in addition to the physical meeting. This will facilitate participation from geographically dispersed bidders and enable comprehensive clarification of queries. | As per RFP |
| 44. | | | | It is requested that the pre-bid meeting may kindly be conducted online through a suitable video-conferencing platform to facilitate participation. | As per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 45. | 5. Technical Qualification Criteria | 2b Consultant (1), Page 27 | 2b Consultant (1)<br>Educational Qualification: B.E/B.Tech/M.E/M.Tech. /Master Mariner/ MBA from AICTE/UGC approved institutions. 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 | Request the Authority to include M. Plan from reputed institutes in the Education Qualification criteria. The modified criteria to read as: Educational Qualification: M.E/M.Tech./ MBA/ M. Plan from AICTE/UGC approved institutions. Industrial Experience–Minimum 5 years of Consulting Experience in any State/ Central Govt. Department/ PSUs | As per RFP |
| 46. | 7.2 Requirement Gathering & Analysis | Page 31 | ▪ Environmental and socio-economic impact assessments. | Request the Authority to kindly clarify what is required from the Consultant as "Note" on page 35 indicates ESIA studies are not required to be conducted by the Consultant. | As per RFP |
| 47. | 7.5 Inland Waterways Development | Page 32 | ▪ Environmental Sustainability: Implement measures to ensure the ecological sustainability of waterways, including pollution control and habitat preservation. | Request the Authority to kindly clarify what is required from the Consultant as specific expertise would be required to perform the indicated task. | As per RFP |
| 48. | 7.5 Inland Waterways Development | Page 34 | Consultants need to propose how the said streamlining of customs and regulatory processes to facilitate smooth cargo movement can be done wherever necessary. | We request the Authority to revise the clause appropriately, as the Consultant can assist in identifying delays arising from customs and regulatory processes and recommend necessary interventions; however, the Consultant cannot directly streamline or execute customs or regulatory procedures. | As per RFP |
| 49. | General | | | We understand that the Authority intends to appoint the Project Management/Support Units from day 1 of the project initiation.<br><br>Kindly confirm if the understanding is correct. | As per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 50. | 10.12 Annexure-XI (B): Financial Bid Format & Instructions | Page 55 | 1 Phase-I: Deliverable based<br>2 Phase-II: Operational Phase<br>3 Phase-III: Exposure Visit | We understand that since this is a deployment cum delivery based assignment, we would request the Authority to consider the following:<br>Deliverables – 60% of the Total Cost<br>Deployment based – 40% of the total cost (Monthly Progress reports - 5.6% for each report)<br>Fixed rate:<br>Rate for experts for deployment may be fixed as below:<br>Experts with experience of >15 years – INR 4.5 Lakh/ month<br>Experts with experience of 10 – 15 years – INR 3.5 Lakh/ month<br>Experts with experience of 6 – 10 years – INR 3 Lakh/ month<br>Experts with experience of 3 – 6 years – INR 2.25 Lakh/ month<br>Experts with experience of <3 years – INR 1.8 Lakh/ month<br>Exposure visit to be reimbursed to the Consultant on actuals. | As per RFP |
| 51. | Clause 1b of 3.11 | Page 23 | 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.<br>In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or | Requesting the Authority to kindly modify the clause as under:<br>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.<br>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) | As per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| | | | 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.<br>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. | even if it has been advised of their possible existence.<br>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. | |
| 52. | | | Any breach in data confidentiality<br>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. | Requesting the Authority to kindly remove this clause. | As per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 53. | Clause 9 of RfP | Page 37 | Service Level Agreement<br>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.<br>a) The Department may issue notices to the Consultant for minor deficiencies on its part.<br>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.<br>c) If the penalty reaches 10% of the payment value in three consecutive events, Transport Department, GoB may invoke termination clause. | Requesting the Authority to kindly modify the clause as under:<br>Service Level Agreement<br>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.<br>d) The Department may issue notices to the Consultant for minor deficiencies on its part.<br>e) The penalties on individual service levels would be applied individually. However, if the total penalties exceed by 5% of the billed amount, the aggregated penalty would be capped at 5% of the billed amount.<br>If the penalty reaches 10% of the payment value in three consecutive events, Transport Department, GoB may invoke termination clause.<br>Additionally, requesting the Authority to provide a new clause as under:<br>The Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to the Transport Department, GoB if the Bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. | As per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 54. | General | | | Requesting the Authority to additionally provide the following clause as part of Confidentiality: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement. | As per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 55. | General | | | Requesting the Authority to additionally provide the following clause as under:<br>Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Client's organization.<br>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Client reflected in them). | As per RFP |
| 56. | Clause 3.2 of RfP | Page 19 | Patents & Copyright<br>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<br>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. | Requesting the Authority to kindly remove this clause. | As per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 57. | Clause 9 (e).1 of RfP | Page 37 | ▪ 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. | ▪ Requesting the Authority to modify the clause as under:<br>▪ Delay in Submission<br>o Within timeline: no penalty<br>▪ After timeline:<br>o within 2 days after benchmark period:<br>▪ 5% of the invoice amount of the milestone concerned shall be charged as penalty. | As per RFP |
| 58. | Clause 9 (e).4 of RfP | Page 38 | ▪ 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. | Requesting the Authority to kindly modify the clause as under:<br>▪ No breach no penalty | As per RFP |
| 59. | Pre-qualification Criteria – Note on Project Experience | Section 4, Page 25 | 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. | We request the Authority to consider relevant experience gained in Private Port projects under the project experience criteria. Since many port and maritime infrastructure projects in India are developed and operated through private participation and PPP models, such experience is technically comparable and relevant to the scope of this assignment. This would encourage wider participation while ensuring the selection of technically qualified consultants. | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 60. | Definitions – "Similar Works" | Definitions, Page 7 | 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.<br><br>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. | Considering the multidisciplinary scope of the assignment, we request the Authority to broaden the definition of "Similar Works" to include relevant experience in Traffic Studies and Market Studies, along with assignments involving the preparation of Pre-Feasibility Studies, Feasibility Studies and DPRs. We also request that experience relating to major and minor ports, including private-sector ports, be considered, as such assignments provide relevant sectoral expertise for the preparation of the State Maritime and Waterways Master Plan.<br><br>Accordingly, we suggest that the definition of "Similar Works" on Page 7 be revised as follows: "Similar Works" shall mean consultancy assignments relating to the preparation of State Maritime and/or Inland Waterways Master Plans, Major Port Master Plans, Pre-Feasibility Studies, Feasibility Studies, Detailed Project Reports (DPRs), Project Monitoring, Project Management Unit (PMU) services, Traffic Studies and Market Studies for projects in the maritime, ports and inland waterways sector. Such assignments must have been carried out for any State Government, Central Government, Public Sector Undertaking (PSU), Port Authority, major or minor port in India, Inland Waterways Authority, other Government/Statutory Authority in India, or private-sector ports. | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 61. | Definitions – "Bidder" | Definitions, Page 7 | "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. | To align the definition of "Bidder" with the proposed revised definition of "Similar Works" and encourage participation by firms and consortia with relevant sectoral expertise, we request the Authority to broaden the definition to include experience in Traffic Studies and Market Studies, along with other relevant consultancy assignments in the maritime, ports and inland waterways sector. We also request that the definition explicitly include consortia in addition to joint ventures.<br><br>Accordingly, we suggest that the definition of "Bidder" on Page 7 be revised as follows: "Bidder" means any firm or company, or joint venture (JV) or consortium (that is an association of several firms or companies), having experience in assignments relating to the preparation of State Maritime and/or Inland Waterways Master Plans, Major Port Master Plans, Pre-Feasibility Studies, Feasibility Studies, Detailed Project Reports (DPRs), Project Monitoring, Project Management Unit (PMU) services, Traffic Studies and Market Studies for projects in the maritime, ports and inland waterways sector. | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 62. | Resource criteria - Team leader | Section 5, Page 28 | 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 | Considering the multidisciplinary nature of the assignment, which involves maritime and inland waterways planning, infrastructure development, feasibility studies, DPR preparation and coordination with multiple stakeholders, we request the Authority to broaden the eligible educational qualifications and professional experience criteria of the team leader. A wider range of relevant academic backgrounds and sectoral experience would enable participation by professionals with the specialized technical and managerial expertise. Accordingly, we suggest the following revisions:<br><br>1. Educational Qualification: Accept an MBA in any specialisation, PGDM, M.Plan, M.Tech in Marine Engineering / Water Resources Engineering / Civil Engineering, Master's degree in Port Engineering / Maritime Engineering, or B.Sc. Nautical from AICTE / UGC-approved institutions.<br><br>2. Professional Experience: Revise the minimum consulting experience requirement from 7 years to 20 years in any State Maritime Board, major or minor port, State / Central Government Department, PSU or private-sector entity.<br><br>We further request that the requirement for at least one year of consulting experience with a State Maritime Board, along with the associated experience-based scoring, be removed to allow consideration of professionals with equivalent relevant experience across the broader maritime and ports sector.<br><br>3. Relevant Assignment Experience: Introduce an | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| | | | | assignment-based evaluation criterion requiring the proposed resource to have completed at least 20 relevant assignments in the port and maritime sector, with the following scoring:<br>• 20–30 relevant assignments: 10 marks<br><br>• More than 30 relevant assignments: 20 marks<br><br>4) Revision to Project Experience Marking Scheme (Criteria 1A and 1B, Page 27): We request the Authority to revise the marks allocated to Criteria 1A and 1B as follows:<br>- Criteria 1A: Award 3 marks for each eligible project, up to a maximum of 15 marks.<br>- Criteria 1B: Award 5 marks for experience with one qualifying entity, 10 marks for two qualifying entities, 15 marks for 3 or more qualifying entities. Completed and ongoing assignments may be considered under both criteria. | |
| 63. | | | | Please consider accepting equivalent port planning/major port/IWAI experience in lieu of mandatory one-year State Maritime Board consulting experience. | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 64. | Resource criteria - Consultant | Section 5, Page 28 | 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 | Considering the project's focus on infrastructure planning, project development and assessment of potential PPP opportunities, we request the Authority to designate this position as PPP / Infrastructure Expert to ensure that the proposed resource has adequate experience in infrastructure consultancy and PPP project assignments. Accordingly, we suggest the following revisions:<br><br>1. Position: Replace "Consultant" with "PPP / Infrastructure Expert".<br>2. Educational Qualification: Retain the prescribed eligible qualifications: B.E. / B.Tech, M.E. / M.Tech, M.Plan, Master Mariner, MBA in any specialisation, or B.Sc. Nautical from AICTE / UGC-approved institutions.<br>3. Professional Experience: Revise the minimum experience requirement from 5 years to 10 years in consultancy for PPP, port and other infrastructure projects.<br>4. Assignment-Based Evaluation: Replace the existing experience-based scoring with the following criterion for relevant PPP assignments:<br><br>• 5–8 relevant assignments: 5 marks<br><br>• More than 8 relevant assignments: 10 marks.<br><br>The above revisions would help ensure that the proposed expert has substantial experience in PPP structuring and infrastructure project development relevant to the assignment. | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 65. | Technical Evaluation Criteria – Sl. No. 4: Technical Presentation | Section 5, Page 29 | 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. | We request the Authority to allow shortlisted bidders to prepare and deliver the presentation at a later stage during the technical evaluation, rather than requiring its submission along with the Technical Proposal. This would allow bidders to address the Authority's requirements more effectively and facilitate a focused assessment of their technical approach.<br><br>Accordingly, we suggest revising the provision as follows: "The shortlisted bidders shall be required to formally present their technical approach, methodology, work plan and relevant credentials to the Department, either in person or through an online mode, on the date and time notified by the Department during the technical evaluation process. The Technical Presentation shall not be required to be submitted as part of the Technical Proposal" | As Per RFP |
| 66. | Requirement Gathering & Analysis | Section 7,<br><br>Page 31 | The scope includes environmental and socio-economic impact assessments. However, it is also specified that ESIA studies are not required, and feasibility is to be assessed considering environmental and social challenges. | The RFP indicates that environmental and socio-economic assessments are part of the scope, but the Notes section on Page 34 indicates that ESIA studies are not required. In this regard, it is understood that the Consultant shall not be responsible for undertaking detailed ESIA studies, surveys, or statutory clearances. Instead, the Consultant's role is limited to providing advisory support by incorporating environmental and social considerations into feasibility assessments and assisting the Authority with relevant inputs, based on available secondary information.<br><br>Kindly confirm if this understanding is correct. | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 67. | Pre Qualification Criteria | Section 4, Page 24 | 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. | The current requirement limits eligibility to Indian-incorporated entities, thereby restricting participation from reputed international consulting firms possessing relevant global experience. To encourage wider competition and ensure participation of the most qualified firms, we request the Authority to permit foreign-incorporated entities to participate through a JV/Consortium arrangement, subject to applicable regulations. | As Per RFP |
| 68. | Pre Qualification Criteria | Section 4, Page 24 | 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. | The current requirement limits eligibility to Indian-incorporated entities, thereby restricting participation from reputed international consulting firms possessing relevant global experience. To encourage wider competition and ensure participation of the most qualified firms, we request the Authority to permit foreign-incorporated entities to participate through a JV/Consortium arrangement, subject to applicable regulations. | As Per RFP |
| 69. | Pre Qualification Criteria | Section 4, Page 24 | 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. | We respectfully request the Authority to revise/amend the eligibility criterion as:<br>The Bidder / Lead Member of the Joint Venture (JV) should have been engaged in the business of consultancy services for at least the last five (5) years as on 31.05.2026. The other member(s) of the Joint Venture should have been in existence for at least the last three (3) years as on 31.05.2026, including any period attributable to a name change, merger, or acquisition.<br><br>This will help in enhancing competitive participation and ensure the selection of the most suitable bidder. | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 70. | Commercial Bid evaluation Criteria | Section 6, Page 29 | Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where<br>Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%. | We request the Authority to adopt a QCBS ratio of 80:20 instead of 70:30, as the assignment's success is primarily dependent on the consultant's technical expertise, methodology, and key personnel. This will facilitate selection of the most suitable and technically competent consultant. | As Per RFP |
| 71. | Special Terms and Conditions of the Tender | Section 3, Page 18 | 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. | We request deletion of the LD clause, as schedule delays may be managed through extensions of time rather than financial penalties. | As Per RFP |
| 72. | Annexure III, Sl. No. 3; and Pre-qualification Criteria, Sl. No. 3a | Section 10, Page 41 | 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. | We understand that the requirement of at least two (2) consultancy projects mentioned under Sl. No. 3 of Annexure III may be a typographical error, as Sl. No. 3a under the Pre-qualification Criteria on Page 25 specifies at least one (1) consultancy project. We understand that the requirement is one (1) consultancy project.<br><br>Kindly confirm whether our understanding is correct. | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 73. | Bid Information Sheet; Clause 2.7 – Bid Security i.e. Earnest Money Deposit (EMD), Clause 2.8 - RFP Document fees | Bid Information Sheet, Section 2,<br><br>Pages 2, 13,14 | The RFP requires payment of a Tender Fee of ₹10,000 (exclusive of taxes), Tender Processing Fee of ₹11,800 and EMD of ₹13,00,000. No specific exemption for Micro and Small Enterprises (MSEs) is mentioned. | To encourage wider participation by eligible Micro and Small Enterprises (MSEs) and reduce the upfront financial burden associated with the bidding process, we request the Authority to consider granting exemption from payment of the Tender Fee, Tender Processing Fee and EMD to eligible MSEs, in accordance with applicable Government of India procurement provisions.<br><br>We request that the relevant provisions of the RFP be suitably amended to provide for such exemptions, subject to submission of a valid Udyam Registration Certificate and other applicable supporting documents, including an NSIC / Government Purchase Registration Certificate wherever required. Kindly confirm whether such exemptions may be permitted and specify the applicable eligibility and documentation requirements. | As Per RFP |
| 74. | Pre-bid Conference (PBC) & Clarifications | Section 2.5, Page 12 | The Transport Department, GoB shall hold a pre-bid meeting with the prospective Bidders offline at the office of Transport Department, GoB, Patna | To facilitate wider participation by interested bidders from different locations, we request the Authority to kindly conduct the pre-bid meeting in hybrid mode, allowing participation both online and offline. We further request the Authority to share the online meeting link with interested bidders. | As Per RFP |
| 75. | Bid Information Sheet | Fact Sheet, Page 3 | Last Date & Time of submission of proposals<br>12.11.2026 at 04:00 PM | To allow sufficient time for bidders to incorporate the Authority's responses to pre-bid queries and prepare comprehensive, competitive proposals, particularly in view of the upcoming Diwali festival, we request that the bid submission deadline be extended to at least 3 weeks from the date of issuance of the pre-bid clarification responses. | As Per RFP |

| S. No | RFP Document Reference(s) | Section & Page Number(s) | Content of RFP requiring Clarification(s) | Points of Clarification / Suggestion | Response by the Department |
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| 76. | Service Level Agreement, | Section 9 – Page 37 | Sl. No. 1 –<br>Penalty:<br>▪ 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. | In general case of practices in various tenders, the delay clause is indicated as "In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value for every week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted."<br>It is requested to consider the same above. | As Per RFP |
| 77. | Bid Information Sheet / RFP | | The RFP does not specify the estimated project cost or the estimated consultancy fee for the assignment. | It is requested that the estimated project cost and/or estimated consultancy fee for the assignment may kindly be indicated in the RFP to enable bidders to assess the scale of the assignment and submit a reasonable and competitive financial proposal. | As Per RFP |
| 78. | Technical Evaluation Criteria, Resource Criteria, GIS Analyst, | Section 5 – Page 28 | 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. | Educational Qualification:<br>B.E/ B. Tech/ M. Tech/ MCA/ MBA/M. Plan/ Post-Graduate in Civil Engineering/ GIS / Geomatics / Geography / Remote Sensing from AICTE/UGC approved institutions. | As Per RFP |

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| 79. | Scope of Work, – | Section 7 – Page 31, Clause 7.1 – Project Initiation | Deployment of resources as mentioned in the RFP & proposal document by the Consultant<br><br>This scope is a tentative one and may be changed during the execution of the assignment | It is requested that deployment of personnel for the assignment may clearly be specified in the RFP to evaluate the financial proposal.<br>Further, it is indicated in the clause that the scope is indicative only and may be changed during execution.<br><br>It is requested that the scope of work may be clearly defined and finalized prior to submission of the bid, for submission of our best competitive proposal. | As Per RFP |
| 80. | joint Venture, Consortium or Association, | Clause 2.22 – J Page 16 | "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)." | It is requested that the dates specified under the Joint Venture eligibility requirements may be kindly reviewed and corrected, and the applicable reference date for determining the experience/existence of each JV member may be clarified. | As Per RFP |
| 81. | Section 7 – Page 31; Section 9 – Service Level Agreement, Page 37 | Scope of Work, | The Consultancy firm shall deploy at least one resource as their proposed coordinator (Team Leader) stationed in client office in both phases.<br>proposed in its proposal within 2 weeks from issuance of Work Order/ Letter of Intent (LOI).<br><br>Penalty for non-deployment: "1% of contract value/ per resource/week". | It is requested that the requirement for full-time stationing of the Team Leader at the Department's office may kindly be reconsidered, and deployment may instead be permitted on a need-based basis, with physical presence for meetings and activities as required. The corresponding penalty provision may also be deleted. | As Per RFP |

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| 82. | Clause 7.12(c) – Page 35; | DPR Preparation and Exposure Visits | 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. | It is requested that the expected duration, itinerary, number of visits, travel class, accommodation standards and other applicable arrangements may kindly be specified. | As Per RFP |
| 83. | Clause 7.12(a) – Page 35 | DPR Preparation and Exposure Visits | "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." | It is requested that the expected level of detail, precise locations, extent of field investigations, survey requirements for each of the 12 DPRs may be kindly specified. | As Per RFP |
| 84. | Sections 5 and 6 – Pages 27–30 | Technical Qualification Criteria and Commercial Bid Evaluation Criteria | The method of selection is Quality and Cost Based Selection (QCBS) (70:30). | Kindly clarify the minimum qualifying technical score, if applicable, and the method of converting technical and financial scores into the final combined score, including the treatment of ties. | As Per RFP |
| 85. | Clause 5(2a) Resource Criteria | 5 Technical Qualification Criteria Page No. 28 | Resource Criteria | Please clarify whether three evaluated experts must be stationed full-time in Patna or only Team Leader; specify minimum man-months, work location and substitution rules. | All resources mentioned in the RFP needs to deploy fulltime |
| 86. | Clause 7.2 Requirement Gathering & Analysis | 7 Scope of Work Page No. 31 | Requirement Gathering & Analysis | Please confirm availability of IWAI hydrographic charts, LAD records, hydrology, traffic, vessel movement, existing terminal studies and GIS layers in editable format. | There is no data available, the selected bidder will coordinate the concern department for the same |

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| 87. | Clause 7.10 Coordination and Representation Support | 7 Scope of Work Page No. 34 | Coordination and Representation Support | Please confirm specialist model tests, CWPRS/IIT studies, independent vetting, third-party certifications and government fees are outside consultant lump sum. | As per RFP |
| 88. | Clause 7.12(a) DPR preparation and exposure visits | 7 Scope of Work Page No. 35 | 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. | Please define survey area per site, contour interval, benchmarks, DGPS requirements and ownership of land/access permissions. | As per the scope mentioned in the RFP |
| 89. | | | | Please confirm any DPR beyond 12 DPRs, or redesign following material scope change, will be treated as additional services on mutually agreed fees | As Per RFP |
| 90. | Clause 7.12(a) Note | 7 Scope of Work Page No. 35 | The contracts will be EPC (Engineering, Procurement and Construction), Engineering drawing will have to be developed with cost estimates | Please specify expected consultant drawings and design calculations and confirm no construction-stage design responsibility. | As per RFP |
| 91. | | | 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 | Please confirm ESIA, EIA, CRZ/forest/wildlife studies, statutory clearance applications, RAP and land acquisition surveys are excluded; clarify scope of preliminary environmental/social screening. | As per RFP |
| 92. | Clause 8 Deliverables, Timelines & Payment Schedule | 8 Deliverables, Timelines & Payment Schedule Page No. 36 | Deliverables, Timelines & Payment Schedule | Clause 8 presents 25/50/25 for Phase-I and 2% per DPR + 5% per DPR +16% for Phase-II, but the subsequent table refers to 30%, 60% and 10% of contract value. Please issue a reconciled phase-wise and milestone-wise payment schedule. | As per RFP |
| 93. | | | | Please clarify whether each DPR is paid separately upon its acceptance and whether payments are due irrespective of approval of other DPRs. | As per RFP |

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| 94. | Clause Annexure XI(B) Financial Bid Format & Instructions | Page No. 57 | Financial Bid Format & Instructions | Please confirm GST will be paid at statutory rate prevailing at invoice date and changes in tax law will be adjusted. | As per RFP |

**Revised Dates**

| Sl. No. | Particulars | Old Dates | New Dates |
|---|---|---|---|
| 1 | Last Date & Time of submission of proposals | 12-11-2026 at 04:00 PM | 23-11-2026 at 04:00 PM |
| 2 | Date & Time of opening Technical proposal(s) (online) | 12-11-2026 at 05:00 PM | 23-11-2026 at 05:00 PM |

**Note: All remaining terms and conditions remain unchanged as per the published Terms of RFP.**

Dated: 06/11/2026

**State Transport Commissioner,**
Transport Department,
Government of Bihar