

# **Selection of Consultancy Firm for Preparation of City Logistics Plan for Shillong Master Plan Area.**

**(MEGHALAYA)**

## **Request for Proposal**

**Issued on: the 31<sup>st</sup> July, 2025**

**Employer: URBAN AFFAIRS, GOVERNMENT OF MEGHALAYA**

**Represented by:**

**The Director, Urban Affairs Meghalaya**

**Address: Directorate of Urban Affairs,  
Lumshyllong Building, Secretariat Hills,  
Shillong -793001**

**Notice for RFP**

**Recruitment of Consultancy Firm for Preparation of City Logistics Plan for Shillong Master Plan Area.**

No. DUA/P/3/2015/Pt/168

Dated Shillong, the 31<sup>st</sup> July, 2025.

Urban Affairs Department, Shillong, Meghalaya (India), through the process of open tendering seeks proposals from eligible bidders for '**Preparation of City Logistics Plan for Shillong Master Plan Area**' in the state of Meghalaya.

The Authority invites proposals from reputed and capable Consultants. The Consultants should have the experience of working for Semi / Govt. Organizations/ Central or State Govt./ PSUs, etc. Conditional tender shall not be accepted.

The Tender Document shall be available from **31/07/2025** from **03:00 PM** onwards in following web portal: <http://www.megurban.gov.in/> Further, intimation i.e. (Corrigendum/ Addendum/ Clarifications) shall be uploaded in the above website only.

Applicants are required to submit the duly filled proposals as per the prescribed format on or before **22/08/2025 at 02:00 PM**. The proposals received shall be opened on **22/08/2025 at 03:00 PM**. In case of any query/clarifications, please email at [duashillong@yahoo.co.in](mailto:duashillong@yahoo.co.in)

Urban Affairs Department reserves the right to accept or reject bid process without assigning any reasons thereof.

  
**Director, Urban Affairs**

Urban Affairs, Government of Meghalaya,  
Lumshyllong Building, Secretariat Hill, Shillong,  
Meghalaya - 793001  
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**Key Terms- Definition**

Terms	Definition
Employer/ Client/ Authority/Government	Urban Affairs Department
Consultant	Any entity or person that may provide or provides the Services to the Client under the Contract.
Bid/ Proposal	Offer by the Bidder to fulfil the requirement of the Client under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the tender
Bidder	Means the company with who is submitting the proposal for providing services as specified in this RFP
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision, and execution of Project
Business Day	This means any day that is not a Saturday or a Sunday or a public holiday (as declared by Government of Meghalaya)
Contract / Project Period	The time period shall be 24 weeks from the date of signing of the Contract with the selected Bidder, or as may be further extended by the Authority on a need basis.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India
Deliverables	The documents, milestones and activities related to the setting up and implementation of Project in the Authority, as defined in the RFP
EMD / Bid Security	This refers to the amount to be deposited by the Bidders to the Authority to demonstrate commitment and intention to complete the process of RFP for preparation of City Logistics Plan for Shillong Master Plan Area.
End of Contract	This refers to the time when the Contract Period has ended
Terms of Reference (TOR)	The document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
Turnover	The total amount of gross receipts, on account of sales done by the entity in the normal course of business, as per the annual report and as adjusted with any qualifications in the auditors' report

## **Disclaimer**

1. The information contained in this Request for Proposal (the “RFP”) document or subsequently provided to the Applicants, whether in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Applicants, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP has been prepared with an intention to invite prospective Applicants/ Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority to consider the investment objectives, financial capabilities, and particular needs of each Bidder.
3. The Authority has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
4. This RFP is not an agreement by and between the Authority and the prospective Bidders or any other person. The information contained in this RFP is provided on the basis that it is non-binding on the Authority, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The Authority makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and the Authority of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of the Authority any kind of error, misprint, inaccuracies, or omission in the document. The Authority reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. The Authority also reserves the right to decline to discuss the Project further with any party submitting a proposal.
5. No reimbursement of cost of any type shall be paid to persons/entities, submitting the Proposal. The Bidder shall bear all costs arising from, associated with, or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid.
6. Issuance of this RFP does not imply that the Authority is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Bidder for the project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

7. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. The Authority, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
9. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.

CITY LOGISTICS PLAN FOR SHILLONG MASTER PLAN AREA.

Bid Notification

Sl. no	Particular	Details
1	Publication of Bid date and time	31/07/2025 at 03:00 PM
2	Tender number:	No. DUA/P/3/2015/Pt/
3	Pre bid meeting date and time	14/08/2025 at 03:00 PM
4	Pre-Bid Submissions	08/08/2025
5	Last date and time for Bid Submission	22/08/2025 at 03:00 PM
6	Date and time of opening of technical bid	22/08/2025 at 03:00 PM
7	Date of opening of financial bid	To be notified
8	Technical Presentation	To be communicated
9	Tender inviting authority	Urban Affairs Department.
10	Address	Directorate of Urban Affairs. Lum Shyllong Building, Secretariat Hills, Meghalaya, Shillong - 793001
11	E-mail id for correspondence	<a href="mailto:duashillong@yahoo.co.in">duashillong@yahoo.co.in</a>
12	Tender Uploading Website	<a href="http://www.megurban.gov.in/">http://www.megurban.gov.in/</a>
13	Tender Fee	Rs. 3000/-  Payable in the form of Demand Draft in favour of "Director, Urban Affairs Department, Meghalaya"
14	Earnest Money Deposit (EMD)	Refundable: Rs. 50,000/- (Rupees Fifty Thousand only) which shall be payable in the form of Demand Draft.

NOTE:

- i. All the amendments made in the document would be published on the Portal and shall be part of the RFP.
- ii. The Bidders are advised to visit the afore mentioned website/portal on regular basis to check for necessary updates. The Authority also reserves the right to amend the dates mentioned in this RFP.



# 1 Introduction

## 1.1 Background

Shillong, the capital of Meghalaya, serves as the administrative and economic nerve centre of the state and plays a pivotal role in the economic development of the North Eastern Region (NER). While Meghalaya is predominantly agrarian, the state has witnessed steady economic progress in sectors such as horticulture, tourism, mining, and agro-processing, and is increasingly focusing on improving its logistics and connectivity infrastructure to support sustainable growth.

Strategically located and rich in natural resources, Meghalaya has the potential to become a logistics gateway for international trade with Bangladesh and intra-regional trade across the Northeast. The state is well connected to Assam, Tripura, and Mizoram, and holds significant importance in the vision of enhancing regional connectivity under the Act East Policy.

Shillong, with its growing urban population and commercial activities, is central to this transformation. However, the city faces major logistical challenges such as limited road width, congestion, lack of designated freight terminals, and the absence of integrated urban freight planning. The hilly terrain, along with fragmented urban expansion, further adds to freight inefficiencies.

To address these challenges and unlock the region's economic potential, the Government of Meghalaya has initiated steps to strengthen logistics planning and infrastructure in line with the National Logistics Policy (NLP) and PM Gati Shakti Master Plan. Recognizing the role of efficient freight movement in supporting trade, reducing logistics costs, and improving urban liveability, the state is focusing on creating city-level freight strategies.

In this context, Shillong and the SMPA (Shillong Master Plan Area) have been identified as a priority area for the preparation of a City Logistics Master Plan (CLMP) to:

- Enhance last-mile connectivity,
- Streamline urban freight movements,
- Minimize environmental impact,
- Support economic activity through improved infrastructure.

The city-level initiative will also align with the broader logistics planning efforts under the North East Special Infrastructure Development Scheme (NESIDS), Meghalaya Integrated Transport Project (MITP) funded by the World Bank, and other centrally-sponsored schemes.

The SMPA Logistics Plan aims to facilitate the development of an efficient, sustainable, and technology-enabled urban freight system, positioning Shillong as a regional logistics node while preserving its ecological and cultural identity.

## 1.2 Purpose of the Study

In pursuance of the above, the Urban Affairs Department, Meghalaya has decided to carry out the process for selection of a consultant for the preparation of “City Logistics Plan for Shillong Master Plan Area” (the Project) through open ended bidding process. The CLP for Shillong Master Plan Area must follow the Guidelines for Preparing City Logistics Plan (CLP) For Indian Cities prepared by Ministry of Commerce and Industry, Government of India.

The main Objective are as follows:

- To prepare City Logistics Plans for the Greater Shillong Master Plan area.
- To identify logistics issues extensively from different stakeholder groups' perspectives thereby developing a partnership for the processes from all involved stakeholder groups at the onset of the planning process;
- To undertake the Urban Freight Planning Process for the Greater Shillong Master Plan area.

- To identify areas of improvement in the Logistic Management for Greater Shillong Master Plan area;
- To develop comprehensive data and insights in all aspects of trade and logistics;
- To prepare a clear roadmap to follow with a clear role and responsibility of the various agencies & stakeholders. Short-term, medium- and long-term strategies and interventions for urban freight by size, type of economic activities and geographical location in the critical macro logistics chain.
- To prepare time bounded project shelf as part of City Logistics Plans.
- To identify Urban Freight Management Measures for the Greater Shillong Master Plan area.
- To recommend Urban Freight Policy Measures for the Greater Shillong Master Plan area.
- To identify requirements of financial support, institutional support and capacity building.

## 2 Instructions to Bidders

### 2.1 Scope of Work

The Consultant shall undertake the following activities for Shillong as part of their scope of work. The key tasks to be covered under the Consultancy Assignment for Shillong, i.e. the Greater Shillong Master Plan area are as follows, but not limited to:

- Task 1: Assessing the Current Issues pertaining to the urban freight movement.
- Task 2: Data Collection.
- Task 3: Demand Assessment for Freight in the city.
- Task 4: Identifying the key issues & providing strategies for an efficient urban logistics movement and Gap Analysis.
- Task 5: Action Plan and Project Shelf.
- Task 6: Key findings and list of changes required in the framework.
- Task 7: Preparation of case studies and key example boxes to be included in the framework.
- Task 8: Integration with Existing Plans for the Greater Shillong Planning Area (GSPA).

Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified, in the section 4, Terms of Reference in this RFP document.

### 2.2 General Bid Process

1.	<b>Number of Bids</b>	This bid would be single stage two envelop process. In case of multiple Bids by a Bidder all such Bids shall be rejected and their EMD shall stand forfeited.
2.	<b>Language</b>	English
3.	<b>Currency</b>	Indian Currency - INR
4.	<b>Corrections to Arithmetic errors</b>	In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

### 2.3 Bid Submission Formats

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection. The bidder shall refer to the following formats.

Envelope 1 – Technical Proposal

- Annexure 1: Letter of Proposal
- Annexure 2: Cover Letter
- Annexure 3: Format for Certification for Net worth from Statutory Auditor
- Annexure 4: Format of Power of Attorney for authorized signatory to bid
- Annexure 6: Security Deposit- Cum- performance bank guarantee form
- Annexure 7: No blacklisting certificate/ declaration
- Annexure 8: Bank Details
- Annexure 9: Declaration of Data Security
- Annexure 10: Format for Eligibility Criteria Checklist
- Annexure 11: Format for Approach and Methodology

#### Envelope 2 – Financial Proposal

- Annexure 5: Format of Financial Proposal

### 2.4 Bid Opening

The authority shall open the Technical Bids/ Eligibility and Qualification Submission received to this RFP, at the date and time specified in RFP (Section E) and in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bid opening process. The bids for which the price bid is not submitted shall be considered non-responsive and shall not be opened.

Further, the authority shall consider the following events at the time bid opening:

- i. Bids for which a notice of withdrawal has been submitted in accordance with RFP shall not be opened
- ii. The Bidder's names, the presence or absence of requisite RFP Fees, EMD and such other details as the authority in its sole discretion may consider appropriate, shall be announced at the opening of Bid/ Eligibility and Qualification Submission.
- iii. The authority will subsequently examine and evaluate Bid/ Eligibility and Qualification Submission in accordance with the provisions set out here under in this RFP.

### 2.5 Qualification Criteria

Applicants must carefully read the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

#### 2.5.1 Pre-qualification Criteria

S. No.	Basic Requirement	Specific Requirement	Documents required
1	Applicant Entity	<ol style="list-style-type: none"> <li>1. Sole proprietorship, registered partnership firm, public limited company, private limited company, LLP, Agencies. The firms and the companies should be registered in India under the Companies Act 1956/ 2013 is allowed.</li> <li>2. Applicant should be registered with Sales Tax/ Income Tax Department of Government of India and should</li> </ol>	<ol style="list-style-type: none"> <li>1. Certificates of Incorporation</li> <li>2. Registration Certificates</li> <li>3. Statement of Legal Capacity</li> </ol>

CITY LOGISTICS PLAN FOR SHILLONG MASTER PLAN AREA.

		possess a valid GST and PAN Registration/ Certificate.	
2	Financial Turnover	The Bidder shall have an average annual turnover of at least INR 10.00 Crores in last five Financial Year (2020-21, 2021-22, 2022-23, 2023-24 & 2024-25)	Certificate(s) from statutory auditors of the Applicant or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case maybe, during the past 5 (five) years
3	No Blacklisting Certificate	Any entity which has been barred/blacklisted, by the Central Government/ any State Government/Authority, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of application, would not be eligible to submit an application as Bidder.	Undertaking by the authorized signatory as per the form given herein Annexure 7
4	Experience	<p>The Applicant shall have more than 10 years of experience in the field of urban/ Regional transport consultancy in India.</p> <p>The Applicant shall have successfully completed at least 2 (two) projects in preparing logistic plan for the state/ central government agencies during last 10 years.</p>	<p>Certificate showing the experience by the bidder have completed projects</p> <p>Or</p> <p>In operation and running successfully from more than five year.</p>

### 2.5.2 Technical Evaluation Criteria

The table below describes the Technical Evaluation criteria along with the weightages for each parameter. Technical Evaluation criteria to be defined below:

S. No.	Parameter	Description	Documents required	Maximum Marks
1	Turnover	Annual average turnover over the last five financial years.  INR 5 - 10 Crore: 8 Marks INR 10 - 20 Crore: 10 Marks INR 20 – 50 Crore: 15 Marks >INR 50 Crore: 20 Marks	Audited statement to be provided as documentary evidence.	20 marks
2	Prior Experience	<b>Specific experience of the consultants related to this Assignment:</b>  <b>i. Overall Experience in the field of Urban/ Regional/ Transportation Planning: 10 Marks</b>  10 - 15 Years: 6 Marks 15 years: 10 Marks  <b>ii. Experience in Preparation of City- wide Transportation Studies - City Logistics Plan (CLP): 10 Marks</b>  Less than 2 CLP in last 10 years: 6 Marks More than 2 CLP in last 10 years : 10 Marks	1. Letter of Award/ Work Order/ Contract Agreement and Go-live certificate/ Letter of satisfaction/ Completion Certificate/ Proof of payment for services from the relevant organization shall be acceptable as documentary evidence.  Or 2. Bidder to provide an undertaking stating their user count for the last five years. Undertaking annexed with documents such as: Work Order/ Contract Agreement/ System Generated Report for User load with an undertaking of authenticity/ Any relevant document.	20 marks
3	Technical Presentation	<b>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b>  Understanding of TOR Approach & Methodology Team Composition & Activity Schedule	(See Annexure 11)	30 Marks

4	Resource Qualification Criteria	<p><b>a. Team Leader: 10 Marks</b></p> <p>Masters in Urban and Regional Planning with over 15 years of experience in Regional Planning.</p> <p><b>b. Masters in Transport Planning: 7 Marks</b></p> <p>With over 10 years of experience in transportation planning.</p> <p><b>c. MBA in Logistics &amp; Supply Chain: 7 Marks</b></p> <p>With over 10 years of experience in Urban Transport.</p> <p><b>d. Masters in Statistics/ MBA/ Masters in Urban Planning: 3 Marks</b></p> <p>With over 5 years of work experience in the infrastructure sector.</p> <p><b>e. GIS Specialist: 3 Marks</b></p> <p>With over 3 years of experience.</p>	30 Marks
Total			100 marks

### 3 Bid Evaluation Methodology

#### 3.1 Pre-Evaluation Criteria

Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

- i. It is received as per the format defined in RFP document
- ii. It is received by the Bid Due Date including any extension thereof
- iii. It is signed, sealed as stipulated in RFP
- iv. It is accompanied by the Earnest Money Deposit receipt
- v. It is accompanied by the Power(s) of Attorney, if applicable
- vi. It contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified)
- vii. It quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Applicant
- viii. It does comply with all the technical specifications and General Terms and conditions
- ix. It does not contain any condition or qualification
- x. the Applicant has submitted all additional information or clarification as sought by the Authority within the prescribed period

#### 3.2 Process of Evaluation

- i. The Authority will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders

- ii. The Proposal Evaluation Committee constituted by the Authority shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection
- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee
- iv. The Proposal Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof
- v. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP
- vi. At any time during the Bid evaluation process, the Authority may seek oral or written clarifications from the Bidders. The Authority may seek inputs from their professional and technical experts in the evaluation process
- vii. The Authority shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

### **3.3 Methodology**

Evaluation of the Technical and financial proposals will be based on **Quality cum Cost Based Selection** mode with the weightage of **80% and 20%** for technical and financial proposals, respectively.

- i. In the first phase, the Authority shall determine whether each pre-qualified bid is responsive to the requirements of this RFP document or not. The process for bid evaluation mentioned in the section 3- Bid Evaluation Methodology.
- ii. In the second phase, the agency which satisfies the Pre-Qualification Criteria (mentioned in Section 2.5.1) shall be evaluated as per the methodology given below in Technical Evaluation Criteria (Section 2.5.2) and shall be given a “Total Score” out of 100. The “Total Score” shall be converted to “Technical Score” as per the methodology given.
- iii. Financial proposals of qualified bidders shall be opened publicly on the date and time (Section E), in the presence of firm’s representatives who choose to attend. Financial quotes would be relatively marked as mentioned in the Section 3.3.2
- iv. Proposals will finally be ranked according to their combined Score (S) calculated based on technical and financial scores.

#### **3.3.1 Technical Evaluation Method**

- i. The Bidder need to submit all the document with indexing, failing of which may lead to disqualification.
- ii. The Bidder must submit all desired document with page number and proper binding.
- iii. A soft copy of the technical proposal should email to [duashillong@yahoo.co.in](mailto:duashillong@yahoo.co.in)

The Technical Proposals shall be evaluated out of 100 marks on the basis of “Technical Evaluation Criteria” and the mark obtained by the bidder is the “Total Technical Score” (Section 2.5.2).

#### **3.3.2 Financial Bid Evaluation Method**

The Authority will evaluate Financial Proposals of all the qualified Bidders. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected. The Bidders shall submit their quote as per the format provided in RFP.

At the time of opening the financial bid, if it is found that the rates proposed are absurd, the Authority may require the bidder to produce detailed price analysis. After evaluation of the price analysis, the

authority may require that the amount of the security deposit set forth in the clause 3.5 of Bid Evaluation Methodology be increased at the expense of the successful bidder to a level sufficient to protect the authority against financial loss in the event of default of the successful bidder under the contract. The amount of the increased performance security shall be decided at the sole discretion of the authority, which shall be final binding and conclusive on the bidder.

**Financial Score:** The lowest financial proposal will be given a financial score (Sf) of 100 points. The financial scores of other proposals will be computed as follows:

$$Sf = 100 * Fm/F$$

(Fm= Lowest financial quote; F= Amount quoted in the Financial Proposal by the Bidder)

### **3.3.3 Award Criteria**

- i. The weightage of technical evaluation to financial evaluation will be **80:20**
- ii. Commercial Bids of all Bidders who satisfies the pre-qualification (2.5.1), qualification criteria (2.5) and technical evaluation criteria (2.5.2) will be opened on the prescribed date in the presence of Bidder representatives
- iii. The Bidder scoring highest in total sum of technical and financial evaluation as per the formula  $S = St * 0.8 + Sf * 0.2$  will be awarded the contract.

## **3.4 Award of Contract**

### **3.4.1 Letter of Acceptance**

Prior to the expiration of the period of bid validity, the Authority will notify the successful Bidder in writing or through email, to be confirmed in writing by letter, that its bid has been accepted. The letter of acceptance will constitute the formation of the contract.

### **3.4.2 Signing of Contract**

The Authority shall notify the successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with the Authority within the time frame mentioned in the Letter of Acceptance to be issued to the successful Bidder by the Authority. Upon the Successful Bidder's furnishing of Performance Security Deposit, the Authority will promptly notify each unsuccessful Bidder.

### **3.4.3 Failure to agree with the Terms & Conditions of the RFP / Contract**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event the Authority may invite the next best Bidder for negotiations or may call for fresh RFP.

### **3.4.4 Non-Disclosure Agreement (NDA)**

The Successful Bidder must sign the Non-Disclosure Agreement with the Authority for not disclosing/sharing of information and data stored in the server of the Bidder directly or indirectly.

## **3.5 Security Deposit**

- i. The successful Bidder needs to deposit/submit a performance security of 5% of the quoted financial amount as Bank Guarantee from any nationalized bank only. The security deposit shall be valid for a period of 60 days from the end of contract period. It should be submitted within 15 days from date of issue of Letter of Acceptance, as notified by the Authority, or as intimated by the Authority.



- ii. The security deposit will be forfeited if consultancy has not fulfilled the terms and conditions as per bid document
- iii. Performance Security will be released after 2 months from the end of contract.

### **3.6 Signature**

A representative of the Bidder, who is authorized to commit the Bidder to contractual obligations, must sign with the Bidder's name and seal on all pages of the Bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

## **4 Terms of Reference (ToR)**

### **4.1 Scope of Work**

The Consultant shall undertake the following activities for Shillong as part of their scope of work. The key tasks to be covered under the Consultancy Assignment for Shillong, i.e. the Greater Shillong Master Plan area are as follows, but not limited to:

#### **Task 1: Assessing the Current Issues pertaining to the urban freight movement:**

- i. Mapping Freight Infrastructure – This would include mapping the freight generators/ attractors, Freight storage and distribution facilities and other transport-related infrastructure within a 30 km buffer area outside of the outer boundary of the Greater Shillong Master Plan area.
- ii. Stakeholder Interaction – Extensive stakeholder interaction with truck operators, warehouse operators, industrial units, warehouse operators and others so as to understand the key issues faced by them. The interactions would be done at an individual as well as group level.

#### **Task 2: Data Collection:**

As already emphasised the understanding of logistics in a city requires extensive data collection both vehicular as well as commodity-based data. The data collection would be based on primary as well as secondary sources. The Consultant shall undertake the following surveys at their own cost:

##### **i. Primary Data Collection:**

The various primary surveys would be done to holistically review the urban freight would include-

1. List of Database on City Level Urban Freight Activities
2. List of Database on Planning area Level Urban Freight Activities
3. Roadside Interview for Goods O/D Survey of intrastate and inter-state/inter-district movements.
4. Vehicle Traffic Count for Freight Vehicle Survey
5. Establishment Survey & Commodity Flow Survey
6. Parking Survey
7. Truck Driver Survey
8. Truck Operator Survey
9. Truck Terminal Survey
10. Trader/Association Survey
11. Supply Chain Management Survey
12. Other Surveys to analyse various aspects of Urban Freight Transport are:
  - a. Vehicle delivery/ collection trips at establishments in the planning area.
  - b. Goods flow to/ from establishments in the planning area
  - c. Service trips to establishments in the planning area
  - d. Trip details and patterns of goods/service vehicles in the planning area
  - e. Loading/unloading activity of goods vehicles in the planning area

- f. Parking activity of service vehicles in the planning area
- g. Movement of goods between vehicles and establishments in the planning area
- h. Origin location of goods flow/vehicle trip to establishment in the planning area
- i. Ordering and stockholding arrangements.
- j. Supply chain management between establishments, their suppliers and freight transport operators.

## **ii. Secondary Data Collection**

The various secondary surveys to review the urban freight would include –

- a. Demographic profile/ characteristics of study area and the influencing areas/zones
- b. Socio-economic profile (employment and economic parameters)
- c. Freight Vehicle registration data
- d. Land use development plan of the project influence area
- e. Profile of industrial/commercial development
- f. Other related studies from various departments like NHIDCL, KHADC, MPWD, Shillong Municipal Board etc.
- g. Traffic Movement / Restriction Plans
- h. Study of Existing National, State, City Plans / Policies (Freight / Logistics)
- i. Road infrastructure proposed as part of the CMP.

### **Task 3: Demand Assessment for Freight in the city**

The Consultant shall undertake:

- i. Commodity based modelling to assess the current situation of goods movement in the city and further demand projections for horizon years
- ii. Mapping the major commodity value chains and assessing the specialized requirement of each commodity.

### **Task 4: Identifying the key issues & providing strategies for an efficient urban logistics movement and Gap Analysis**

Based on the existing situation analysis, stakeholder interactions as well as the demand projections, the Consultant shall identify challenges and further comprehensive set of strategies would be developed for efficient & sustainable urban freight.

### **Task 5: Action Plan and Project Shelf**

Based on the strategies identified, the Consultant shall categorise interventions as short term, medium term and long term followed by a detailed action plan including related task, activities as well as the timelines. A project shelf for the city and planning area to be proposed by the consultant along with an implementation framework. The consultant shall undertake the Urban Freight Planning Process, identify customised Urban Freight Management Measures and recommend Urban Freight Policy Measures for Greater Shillong Master Plan area.

### **Task 6: Key findings and list of changes required in the framework**

The key purpose of this study is to identify unintended bottlenecks in the framework and rectify the framework to make it more practical and better understood by real practitioners. Based on the entire set of planning for SMPA, the Consultant shall identify a list of unintended bottlenecks in the framework and recommend a list of changes required in the framework.

### **Task 7: Preparation of case studies and key example boxes to be included in the framework.**

The Consultant shall prepare case studies and key boxes would be formulated to feed into the framework as key strategic places, to better explain the implementation of the framework.

**Task 8: Integration with Existing Plans for the Greater Shillong Planning Area (GSPA)**

The Consultant shall ensure that the proposals and recommendations outlined in the City Logistics Plan are aligned with those of other relevant plans prepared for the GSPA. This includes, in particular, the Shillong Master Plan and the Comprehensive Mobility Plan, with special emphasis on Transit-Oriented Development (TOD) proposals. The Consultant must establish clear linkages between these existing plans and the City Logistics Plan to ensure consistency and cohesive urban development.

**5 Deliverables**

The consultant has to submit the hardcopies as specified along with soft copies and maps of each deliverable for reviewing, comments and approval. The documents shall incorporate all revisions deemed relevant following receipt of suggestions and comments from stakeholders and finalised by the Authority. The revised & updated reports for each stage shall be submitted within 2 (two) weeks from receipt of final suggestions and comments and acceptance letter from the Authority.

**1. Inception Report (5 hard copies):**

Within 01 (one) weeks from the date of agreement/ work order. The Inception report shall include but not be limited to the following:

- a. Mobilisation Plan
- b. Detailed approach and methodology
- c. Time Frame and task allocation
- d. Key Personnel and Supporting Staff along with deployment schedule;
- e. SWOT Analysis based on a preliminary assessment,
- f. Identification of key issues
- g. Scope of economic development of Shillong
- h. Finalisation of Survey Formats and data requirements;
- i. Method and time frame for conducting surveys
- j. Type of surveys, questionnaires, fixation of sample size for surveys and location/ duration of surveys for the City Logistics Plans;
- k. List of requirements from the Authority to act as a facilitator for this assignment;
- l. Identification and list of stakeholders for consultations and meetings plans/ agendas;
- m. Identification of risks
- n. Case of Urban Freight Management Measures
- o. Any other, if any;

**2. Interim Report (5 hard copies + Maps in A3 size):**

Within 10 (ten) weeks from the date of acceptance of the Inception Report. The Interim report shall include but not be limited to the following:

- a. Outcome of the surveys undertaken by the consultant.
- b. The Consultant shall submit all the details of the surveys undertaken along with the forms filled up in hard copy and excel format for authentication of the surveys and future analysis;
- c. Outcomes of the stakeholders' meeting/ workshop.
- d. The Consultant shall submit the Minutes of Meeting of each stakeholder meeting mentioning the discussion points, suggesting the outcome of the meeting along with the key decisions proposed/ undertaken;
- e. Detail assessment and analysis of the surveys and meeting/ workshop;
- f. Detail identification and assessment of constraints;
- g. Demand assessment and forecasting;
- h. Any other findings of the Consultant;

**3. Draft Final Report (5 hard Copies + Maps in A3 size):**

<p>Within 10 (ten) weeks from the date of acceptance of the Interim Report. The Draft Final Report submitted shall provide complete details of the method followed by the Consultant and their findings and recommendations. The report shall include but not be limited to the following:</p> <ol style="list-style-type: none"> <li>Urban Freight Planning Process undertaken by the Consultant</li> <li>Customised Urban Freight Management Measures identified by the Consultant</li> <li>Urban Freight Policy Measures to be undertaken by the Authority</li> <li>Framework for Inter-Departmental Coordination and Integrated Planning Approach for implementation of Urban Freight Management Measures and Urban Freight Policy Measures;</li> <li>Time frame for implementation;</li> <li>Recommend applications along with a framework for implementation for City Logistics monitoring and seamless and integrated movement of City Logistics;</li> <li>Any other findings of the Consultant;</li> </ol>
<p><b>4. Final Report (10 hard copies + Maps in A1 size):</b></p> <p>Within 03 (three) weeks from the date of acceptance of the Draft Final Report. The Final Report will incorporate all revisions deemed relevant following suggestions and comments received from the Authority. The Final Report along with the surveys and studies carried out shall also be submitted in hard copy as well as in a Compact Disc.</p>

### 5.1 Timelines and Payment Schedule

The breakup of the period of assignment and payment terms for preparing City Logistics Plans for Shillong as per the Terms of Reference are as follows:

Sl. No.	Deliverables	Proportionate Payment (% of Fees)	Timeline for submission from date of signing agreement
T=Award of Mandate (Date of Signing of Agreement)			T
1.	Submission of Inception Report	12% after Acceptance	T + 1 Weeks
2.	Submission of Interim Report	24% after Acceptance	10 weeks from acceptance of the Inception Report.
3.	Submission of Draft Final Report	40% after Acceptance	10 weeks from acceptance of Interim Report.
4.	Submission of Final Report with Executive summary	24% after Acceptance	3 weeks from acceptance of the Draft Final Report.
	<b>Total</b>	<b>100%</b>	<b>24 weeks</b>

- Acceptance means after submission of reports and after the Consultant has made presentations to the Authority/ Govt. of Meghalaya, the Authority will issue a letter of acceptance along with comments/ suggestions of the Authority on the report;
- The above table does not include the time taken for granting approvals by the Authority/ Govt. of Meghalaya. No compensation will be given to the consultant if the project gets extended for any reason except as agreed by the Authority.

All invoices will be paid by the Authority within 2 weeks of the acceptance of submission of the same to the Authority by the consultant.

## **5.2 Meetings**

The Authority may review with the Consultant, any or all the Documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Shillong. Further, the Consultant may be required to attend meetings, make presentations, organise Stakeholders' consultations, and conferences. The stakeholders will be identified in consultation and approval of the Authority. The expenses towards attending such meetings, presentations etc. during the period of Consultancy, shall be borne by the Consultant. The Authority may, in its discretion, require the Consultant to participate in extended meetings and/ or work from the offices of the Authority and the Consultant shall, on a best endeavour.

## **5.3 Consultancy Team**

The Consultancy Team shall consist of Key Personnel as provided in this RFP. Other expertise as required for the services to be rendered by the Consultant shall be included in the Team, as necessary. The Consultant shall mobilise and demobilise its Key Personnel with the concurrence of the Authority. The team preparing the CMP needs to be stationed in Shillong, Meghalaya.

## **5.4 Reporting**

The Consultant will work closely with the Authority. A designated Nodal Officer of the Authority will be responsible for the overall coordination. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

The Consultant shall make presentations at each stage to Urban Affairs Department. and other Stakeholders to incorporate various inputs. Regular communication with the Urban Affairs Department is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, and occasional meetings. The Deliverables shall be submitted as per schedule provided in this RFP.

# **6 General Conditions of Contract**

## **6.1 General Guidelines**

- i. It is presumed that the Bidder has carefully studied standard, specification of the individual items and all condition before estimated rates are quoted by them
- ii. Special provisions in the detailed specifications or wording of any item shall give precedence over the corresponding contract provisions, if any. In case of any contradictions in the specifications, the interpretation and decision of the Urban Affairs Department Limited, Meghalaya shall be final and binding
- iii. If the Bidder has any doubts, whatsoever, as to the contents of the contract he is deemed to having good time i.e., before submitting his tender, get his doubts clarified. Once the tender is submitted by Bidder, the matter will be decided according to the tender evaluation specified in the RFP.

## **6.2 Verification of Information**

The Bidders are encouraged to submit their respective Bids after ascertaining for themselves the quality and quantity of requirement, availability of power, and other utilities, handling and storage of materials, applicable laws and regulations, labour laws, local by-laws and any other matter considered relevant by them which will affect the outcome of the Project.

It shall be deemed that by submitting the Bid, the Bidder has:

- i. Made a complete and careful examination of the Bidding Document
- ii. Received all relevant information requested from the Authority
- iii. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred above; and
- iv. Agreed to be bound by the undertakings provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority. It is the sole responsibility of the Bidder to ascertain the accuracy of the data provided by the Authority.

### **6.3 Disqualification**

The Proposal is liable to be disqualified in the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal
- ii. During validity of the Proposal, or its extended period, if any, the Bidder increases their quoted prices
- iii. Proposal is received incomplete
- iv. If the Bidder provides quotation only for a part of the Project
- v. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the Contract (no matter at what stage)
- vi. Financial Proposal is attached with the Technical Proposal
- vii. Bidder tries to influence the Proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the Bid process
- viii. In case anyone Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bidders are withdrawn upon notice immediately
- ix. Bidder fails to deposit the Performance Security (in form of BG) or fails to enter the Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the Authority
- x. While evaluating the Proposals, if it comes to the Authority's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the Authority
- xi. If the Pre-Qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the Bid
- xii. Bidder doesn't agree to the Terms and Conditions stipulated in the RFP or the Draft/ Signed Contract Agreement.

### **6.4 Acknowledgement of Understanding of Terms**

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she has carefully read and accepts all sections of this RFP, including all forms, schedules, annexure, corrigendum, and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### **6.5 Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of the Consultancy. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during the term of this Consultancy, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

### **6.6 Intellectual property rights**

All plans, drawings, specifications, designs, reports, and other documents (collectively referred to as “Document/s”) prepared by the Consultant in performing the mandate shall become and remain the property of the Authority, and all intellectual property rights in such documents shall vest with the Authority. Any Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Document is created, and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties, or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

All the data created as the part of the project would be owned by the Authority and Bidder. Successful Bidder shall take utmost care in maintaining security, confidentiality, and backup of this data. The successful Bidder, however, has the right to use the data to fulfil its obligations under this contract and otherwise to improve the Authority’s operations, but cannot use it for other purposes.

### **6.7 Service Level Agreement (SLA) and Penalty**

Penalty shall be imposed on the consultants for poor performance/deficiency in service as expected from the consultant as per the schedule mentioned in section 5.1. The Consultant is required to submit the report as per schedule that will be given in the specific ToR mentioned in the section 4 of this document for the assigned project. The Consultant is supposed to pay the site visit as per schedule to be given in specific ToR. If the Consultant fail to adhere to the schedule, a penalty of Rs. 50,000.00 (Rupees Fifty Thousand Only) per visit/per week delay of submission of reports/documents, may be imposed. Delay of post two weeks would adhere to penalty of Rs. 1 Lakh and delay post four weeks would be considered of breach of SLA and contract would be terminated.

### **6.8 Consortium and Sub-Contracting Conditions**

Bidding by one or more entities forming a consortium / joint venture is not permitted. Bidder is not allowed to sub-contract the work.

### **6.9 Completeness of Response**

- i. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications
- ii. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

### **6.10 Proposal Preparation Costs**

- i. The Bidder shall submit the bid at its cost and the Authority shall not be held responsible for any cost incurred by the Bidder. Submission of a bid does not entitle the Bidder to claim any cost and rights over the Authority and the Authority shall be at liberty to cancel any or all bids without giving any notice
- ii. All materials submitted by the Bidder shall be the absolute property of the Authority and no copyright/patent etc. shall be entertained by the Authority.

### **6.11 Right to vary the scope of the work**

The Authority reserves the right to modify the scope of work at any time during the contract period on mutual agreement.

### **6.12 Bidder Inquiries**

Bidder shall e-mail their queries at e-mail address [duashillong@yahoo.co.in](mailto:duashillong@yahoo.co.in). The response to the queries will be published on <http://www.megurban.gov.in/>. This response of the Authority shall become integral part of RFP document. The Authority shall not make any warranty as to the accuracy and completeness of responses. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion and is not under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for.

### **6.13 Supplementary Information to the RFP**

If the Authority deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

### **6.14 The Authority's Right to terminate the process**

The Authority may terminate the RFP process at any time and without assigning any reason. The Authority reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid/RFP and information for the same would be published on the <http://www.megurban.gov.in/>

### **6.15 The Authority's Right to accept any Bid and to reject any or All Bids**

The Authority reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's action.

### **6.16 Earnest Money Deposit (EMD)**

Any Bid not accompanied with EMD shall be rejected. Bidder must submit Physical copy of the DD as part of the proposal. Otherwise offer will be treated as irresponsive.

- i. Earnest Money Deposit ("EMD") of amount INR 50,000/- (Fifty Thousand Rupees Only) which shall be payable in the form of Demand Draft.
- ii. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD
- iii. Bids submitted without adequate EMD will be rejected
- iv. Unsuccessful Bidder's EMD shall be returned within 60 days from the date of signing of contract with the successful Bidder
- v. EMD of Successful Bidder will be returned after the award of contract and submission of the Performance Security within specified time and in accordance with the format given in the RFP.



- vi. EMD shall be non-transferable
- vii. The EMD may be forfeited:
  - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any
  - In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions
  - If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
  - If during the bid process, any information is found false/fraudulent/mala fide, then the Authority shall reject the bid and, if necessary, initiate action.

#### **6.17 Indemnity**

The Bidder shall indemnify the Authority against the all actions, suits, claims, damages (damages by bus crew or staff in mishandling, theft etc. will be the responsibility of the Authority) and demands brought or made against it in respect of anything done or omitted to be done by the Bidder in the execution of or in the connection with the work of this Contract and against loss or damage to the Authority in consequences of any action or suit being brought against the Bidder anything done or omitted to be done in execution of the work of this contract.

#### **6.18 Jurisdiction of Courts**

The Contract shall be interpreted in accordance with the laws of India and courts at Meghalaya shall have the exclusive jurisdiction in relation to this Contract.

In case of any claim, dispute or difference rising in respect of the contract, the case of action there of shall be deemed to have arisen in Meghalaya and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent Shillong High Court.

#### **6.19 Mutual Settlement**

Settlement of Dispute: If the Parties fail to resolve, such a dispute or difference by mutual consent, within 15 (fifteen) days of its arising, then the dispute in the first instance be referred to the Nodal Officer (The Authority), who shall provide its written decision within a period of 15 (fifteen) days of the dispute being referred to it by either Party.

#### **6.20 Extension of Timelines**

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by Bidder to the Authority. If failure, on the part of Bidder, to complete scope of work in proper time shall have arisen from any cause which the Authority may admit as reasonable ground for an extension of the time, the Authority may allow such additional time as it considers to be justified by circumstances.

#### **6.21 Termination**

If the Bidder fails to carry out any obligation under the Contract, the Authority may notice the bidder to rectify the failure and to remedy it within a specified reasonable time.

- i. The Authority is entitled to terminate the Contractor a portion or part of the work thereof with a written notice of 60 days:
- ii. If the Bidder fails to complete the entire work before the scheduled completion date or the extended date, the Authority may without prejudice to any other right or remedy available to the Authority
- iii. The Bidder has insolvency, receivership, reorganization, bankruptcy, or proceedings of a similar nature brought against it and the proceedings are not dismissed or effectively stayed within 30 (thirty) days of such commencement

- iv. If the Bidder does not maintain a valid instrument of Performance Security (and additional performance security, if any), as prescribed
- v. If any of the default points covered under section 3 of this document comes into existence or happens as per the respective clause the Authority reserves right to terminate the contract at any time, if any of the RFP clauses are not implemented and nonadherence of implementation to the timeline.
- vi. Bidder shall be entitled to terminate the Contract with a written notice of 90 days.

#### **6.22 Force Majeure**

The failure to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default insofar as such inability arises from an event of Force Majeure. For the purpose of this RFP “Force Majeure” means an event which is beyond the reasonable control of the Ministry and is not foreseeable.

#### **6.23 Supplementary Information/Corrigendum/Amendment to the RFP**

At any time prior to the deadline (or as extended by the Authority) for submission of bids, the Authority for any reason, whether at its own initiative or in response to clarifications requested by the Bidder may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements / corrigendum to the RFP issued by the Authority would be displayed on <http://www.megurban.gov.in/>, any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP. Any such supplement / corrigendum / amendment will be binding on all the Bidders. The Authority will not be responsible for any misinterpretation of the provisions of this Tender document on account of the Bidders failure to update the Bid documents based on changes announced through the website.

#### **6.24 Completion of Consultancy**

All the Deliverables shall be compiled, classified, and submitted by the Consultant as indicated in the RFP. The Documents comprising the Deliverables shall remain the property of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Consultancy shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Consultancy. The Consultant shall thereupon promptly make any necessary correction process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 24 (Twenty Four) Weeks from the date of signing the Agreement, unless extended by mutual consent of the Authority and the Consultant on and/or additions, and upon completion of such corrections or additions, and the foregoing.

## **Annexure 1. Letter of Proposal**

(On Applicant's letter head) (Date and Reference)

To,  
Director,  
Urban Affairs Department,  
Lum Shyllong Building, Shillong East Khasi Hills Meghalaya-793001 (India)

Sub: Appointment of Consultant for Preparation of “City Logistics Plan for Shillong Master Plan Area”.

Dear Sir,

With reference to your RFP Notification dated DD/MM/YY, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as consultant for preparing “City Logistics Plan for Shillong Master Plan Area”. The proposal is unconditional and unqualified.

1. I/We, (Applicant’s name) herewith enclosed the Financial Proposal for the selection of my/our firm as consultant for above, and our total Price is (Amount in words)
2. I/We, certify that we have an average annual turnover of Rs 10,00,00,000 (2020-2025), and the authenticated statement has been attached.
3. I/We, certify that we have experience under Instructions to Applicants and the authenticated statement has been attached.
4. I/We agree that this offer shall remain valid for a period of 60 (sixty) days from the Proposal Due Date or such further period as may be mutually agreed upon.
5. All information provided in the Proposal and in the Annexures is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
6. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
7. I/We shall make available to the URBAN AFFAIRS DEPARTMENT, Meghalaya any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
8. I/We acknowledge the right of the URBAN AFFAIRS DEPARTMENT, Meghalaya to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
9. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
10. I/We declare that:
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Department of Planning.
  - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered with the Urban Affairs Department Limited or any other public sector enterprise or any government, Central or State; and

- c. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
  - d. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with the RFP document.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  12. 5% of project cost in the form of DD & Within fifteen (15) working days of the date of notice of award of the contractor prior to signing of the contract whichever is earlier or as intimated in the LOA issued by the Authority.
  13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
  14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached.
  15. The Financial Proposal is being submitted in a separate cover.
  16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

**Annexure 2. Cover letter**

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)

RFP No. ....

Date: (Last Date of Submission)

Director,  
Urban Affairs Department,  
Lum Shyllong Building, Shillong East Khasi Hills Meghalaya-793001 (India)

1. Having examined the RFP, we the undersigned, offer our services to prepare “City Logistics Plan for Shillong Master Plan Area” for in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid of the Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions.
2. We acknowledge that this forms an integral part of the Bid. We also confirm acceptance of Proformas / Annexure/Schedules given in the RFP Document.
3. If our Bid is accepted, we shall furnish a Bank Guarantee for Performance as Security for due performance of the Contract. The amount and form of such guarantee shall be in accordance with the Contract’.
4. We have independently considered the amount shown in the Contract as pre- estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
5. We agree to provide a Bid validity for a minimum period of 60 days from the date of Last date of Submission of Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period, or any extended period mutually agreed to.
6. This Bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any offer you may receive against this Bid.
8. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
9. In the capacity of duly authorized to sign Bids for and on behalf of the company

Date: dd/mm/yyyy

Signature:\_\_\_& Name.....

Address: \_\_\_\_\_

Witness:

1.\_\_\_\_\_

2.\_\_\_\_\_

**Annexure 3. Format for Certification for Net worth from Statutory Auditor**

Annual Turnover &amp; Net worth of the Bidder

Year	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Turnover (INR)					
Net worth (INR)					

Note:

- Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 5 audited financial years shall be submitted as supporting evidence.
- Applicants shall also enclose certificate from its Statutory Auditors stating its total revenue during each of the past 5 years. In case the applicant does not have a Statutory Auditor, it shall provide the requisite certificate from Chartered Accountant Firm/Chartered Accountant that ordinarily audits the annual account of the party

**Certificate from the Chartered Accountant**

This is to certify that the information contained above is correct as per the Books of Accounts of the Bidder / Member of the Consortium / Associate.

Name of the Authorized Signatory:

Designation:

Name of the Audit firm:

Signature with Stamp:

**Annexure 4. Format of Power of Attorney for Authorized Signatory to Bid**

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we (Name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint, and authorize Mr. /Ms. .... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Selection of Consultancy Firm for Preparation of City Logistics Plan- Shillong Planning Area" in response to the NIT No ..... dated issued by URBAN AFFAIRS DEPARTMENT, Meghalaya including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which URBAN AFFAIRS DEPARTMENT, Meghalaya may require us to submit. The aforesaid Attorney is further authorized for making representations to Department of Planning, Meghalaya, and providing information / responses to Department of Planning, Meghalaya, representing us in all matters before URBAN AFFAIRS DEPARTMENT, Meghalaya and generally dealing with URBAN AFFAIRS DEPARTMENT, Meghalaya in all matters in connection with Bid till the completion of the bidding process.

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

Signed by the within named ..... (Insert the name of the executant company) through the hand of Mr ..... Duly authorized by the Board to issue such Power of Attorney Dated this day of Accepted

Signature of Attorney: .....

(Name, designation, and address of the Attorney) Attested: .....

(Signature of the executant) (Name, designation, and address of the executant)

.....Signature and stamp of Notary of the place of execution

Common seal has been affixed in my/our presence pursuant to Board of Director's Resolution dated:

WITNESS

1. ....(Signature), Name.....Designation .....
2. ....(Signature), Name.....Designation.....

### **Annexure 5. Indicative Format of Price Bid**

Financial bid will have to be submitted online as per BOQ format

1. It is hereby certified that we have understood Instructions to Bidders, General Conditions of Contract (including Option Clause thereof), Technical Specification, RFP/Bid Document and all other terms and conditions given in the RFP/Bid Document and have thoroughly examined Specification given in RFP/Bid Document. We are fully aware of the type of Service required and our offer is to prepare City Logistics Plan for Shillong Master Plan Area is strictly in accordance with requirements and according to the terms of RFP/Bid Document and CMP Toolkit. We agree to abide by the conditions of the RFP/Bid Document.
2. We hereby offer to supply, commissioning, operation and maintenance of the service detailed above as Authority may specify in the Letter of Award/ Contract at the price quoted and agree to hold this offer open for acceptance for a period of 30 days from the Last Date of Submission of Bid.

**NOTE:**

- In case of discrepancy between the price decided as per contract and billed total price, price as favourable to the Authority shall prevail.
- In case of difference between Price in figures & words, Price quoted in words shall prevail.
- Instructions contained in the 'Instructions to Bidders', 'General Conditions of Contract', 'Technical Specification' & 'RFP/Bid Document Summary' may be carefully Studied before filling up this 'Price Schedule'.
- Bidder shall clearly indicate breakup of prices in their Bids including government taxes/ levies etc. as applicable at the time of filling their Bids.



**BOQ Format**

<b>Tender Inviting Authority:</b> Urban Affairs Department								
<b>Name of Work:</b> Preparation of City Logistics Plan- Shillong Master Plan Area								
<b>TENDER No:</b> x x x								
Name of the Bidder/ Bidding Firm/ Company:								
<b>PRICE SCHEDULE</b>								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Item Description	Quantity	Units	Per UNIT RATE In Figures To be entered by the Bidder (In Rs.)	GST in Percentage	TOTAL AMOUNT With Taxes	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT with Taxes In Words
1	Preparation of City Logistics Plan for Shillong Master Plan Area	1	Nos					
Total in Figures								
Quoted Rate in Words								

## **Annexure 6. Security Deposit-Cum-Performance Bank Guarantee Form**

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder) submitting the response to RFP inter alia for “*Selection of Consultancy Firm for Preparation of City Logistics Plan- Shillong Master Plan Area*”, at Shillong, Meghalaya in response to the RFP dated xxxxxxxx issued by URBAN AFFAIRS DEPARTMENT considering such response to the RFP of [insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) “Preparation of City Logistics Plan- Shillong Master Plan Area” at URBAN AFFAIRS DEPARTMENT, and issuing Letter of allocation No ..... to (Insert Name of selected Bidder) as per terms of RFP and the same having been accepted by the selected bidder,

M/s As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally pay to URBAN AFFAIRS DEPARTMENT, without demur at Meghalaya forthwith on demand in writing from URBAN AFFAIRS DEPARTMENT, or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected bidder]. This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFP]. URBAN AFFAIRS DEPARTMENT, shall be entitled to invoke this Guarantee till .....[Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the URBAN AFFAIRS DEPARTMENT, shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by URBAN AFFAIRS DEPARTMENT, made in any format, raised at the above-mentioned address of the Guarantor Bank, to make the said payment to URBAN AFFAIRS DEPARTMENT. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require URBAN AFFAIRS DEPARTMENT, Meghalaya to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against URBAN AFFAIRS DEPARTMENT in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Meghalaya shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly URBAN AFFAIRS DEPARTMENT shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any

security held by URBAN AFFAIRS DEPARTMENT or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. .... (Rs. .... only) and it shall remain in force until ..... [Date to be inserted based on this RFP] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if URBAN AFFAIRS DEPARTMENT serves upon us a written claim or demand.

Signature .....

Name .....

Power of Attorney No.....

For..... (Insert name of bank) Banker's Stamp and full address Dated this ..... day of....., 20...

**Annexure 7. No Blacklisting Certificate/ Declaration**

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

We declare that:

1. We declare that we have not been Blacklisted or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country/ Debarred or have failed to execute any previous work.
2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
3. If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

Name.....

Designation.....

**Annexure 8. Urban Affairs Department- Bank Details**

<b>Account holder name</b>	Directorate of Urban Affairs.
<b>Bank Name</b>	SBI
<b>Account Number</b>	30839893145
<b>Branch Name</b>	Laitumkhrach
<b>IFSC Code</b>	SBIN0002081
<b>MICR</b>	7930002013

**Annexure 9. Declaration of Data Security**

To,

Director,  
Urban Affairs Department,  
Lum Shyllong Building, Shillong East Khasi Hills Meghalaya-793001 (India)

Dear Sir/Madam,

We.....who are established and reputable Bidder having office at  
.....do hereby certify that Urban Affairs Department.

Limited shall have absolute right on the digital data and output products processed / produced by us.  
We shall be responsible for security / safe custody of data during Implementation of the project.

We also certify that the data will not be taken out of the Urban Affairs Department, Meghalaya premises or cloud facility /hosting system or from application on any media. The original input data supplied to us by Urban Affairs Department, Meghalaya and output products processed / produced from input data will not be passed on to any other Service Provider or individual other than the authorized person of Urban Affairs Department. We shall abide by all security and general instructions issued by Urban Affairs Department, Meghalaya from time to time.

We also agree that any data from our computer system will be deleted in the presence of Urban Affairs Department official after completion of the project task.

Thanking you, Yours faithfully,

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory) Designation: Date :

Time :

Seal :

Business Address :

**Annexure 10. Format for Eligibility Criteria Checklist**

Sl. No.	RFP Criteria	Compliance (Yes/No)	Reference in the Eligibility Criteria (Section & Page no. in technical proposal)
1	<b>Applicant Entity:</b> The bidder shall be a firm/ company/ institution registered under the Indian Companies Act, 1956/2013 / the partnership Act, 1932 and who have their registered offices in India		
2	<b>Earnest Money Deposit (EMD)</b> of INR 50,000/- (Fifty Thousand Rupees Only) which shall be payable in the form of Demand Draft.		
3	<b>Turnover:</b> The Bidder shall have an average annual turnover of at least INR 10.00 Crores in last five Financial Year (2020-21, 2021-22, 2022-23, 2023-24 & 2024-25)		
4	<b>No Blacklisting Certificate:</b> Any entity which has been barred/blacklisted, by the Central Government/ any State Government/Authority, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application as Bidder		
5	<b>Experience:</b>  The Applicant shall have more than 10 years of experience in the field of urban transport consultancy in India.  The Applicant shall have successfully completed at least 2 projects in the domain of Consultancy services in respect of preparing CLP/CMP/ Low Carbon Mobility Plan (LCMP)/Integrated Plan (IMP) for urban areas or similar projects.		

## **Annexure 11. Approach & Methodology**

Approach & Methodology specific to the project (Not more than 2 pages)

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 50 pages, inclusive of charts and diagrams for Full Technical Proposal and maximum of 10 pages if a Simplified Technical Proposal is used) divided into the following three chapters:

1. Technical Approach and Methodology,
2. Work Plan, and
3. Organization and Personnel,

### **a. Technical Approach and Methodology.**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

### **b. Work Plan.**

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

### **c. Organization and Personnel.**

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel.