

**MEGHALAYA STATE DISASTER MANAGEMENT
AUTHORITY (MSDMA)**



**REQUEST FOR EMPANELMENT (RFE)
FOR
PREPARATION OF PROJECT PRE-FEASIBILITY REPORT
(PPR) / DETAILED PROJECT
REPORT (DPR) / CONSULTANTS FOR VARIOUS
MITIGATION PROJECTS IN MEGHALAYA UNDER
NATIONAL DISASTER MITIGATION FUND (NDMF) AND
STATE DISASTER MITIGATION FUND (SDMF).**

August-2026

**LOWER LACHAUMIERE, SHILLONG – 793001
EAST KHASI HILLS DISTRICT,
MEGHALAYA, INDIA**

**Meghalaya State Disaster
Management Authority
(MSDMA) Shillong, Meghalaya
(India)**

TENDER NOTICE

Notice No. SDMA.444/2026/8

Dated – 12/08/2026 Main Portal: www.msdma.gov.in

Executive Director (ED), State Disaster Management Authority (SDMA) Shillong, Meghalaya (India), India, Ph. No. +91 6009924512 through the process of tendering invites unconditional tender from eligible bidders for the Empanelment of PPR/DPR Consultants for various mitigation projects in Meghalaya.

Details of Proposal:

Parties with experience in Project Pre-feasibility Report (PPR)/Detailed Project Report (DPR)/Techno-economic Feasibility Report/ Detailed Engineering Design of various infrastructure projects, mitigation measures can apply and submit their proposal for this empanelment

The Authority invites Applicants to submit their proposals **through email as well as hard copy** through tendering process. The Technical Proposal shall be evaluated to ensure the technical eligibility of Applicants/Bidders. Bidders shall have experiences as mentioned in the RFE document. Offer of empanelment will be given to all the Applicants meeting the minimum technical eligibility criteria and who are giving their consent to the specified rates for the project consultancy fee (Clause 4); Conditional proposal shall not be accepted.

Sr. No.	Items	Description
1	RFE Document Download Start / Close Date & Time	Start Date: 18-08-2026 at 17:00 hrs IST Closing Date: 16-09-2026 till 17:00 hrs IST
2	Last date and time for submission of Proposal (Proposal Due Date) through email	The Proposal, shall be submitted in the PDF files, through email eo.sdma@gmail.com by 17:00 hours on 16-09-2026.
3	Last date and time for submission of Proposals in Hard copy	Hard copy of Proposal including as per RFE document shall be submitted on following address: Executive Director (ED) State Disaster Management Authority (SDMA). Lower Lachauchiere, Shillong Meghalaya-793001, (India) by 17:00 hours on 16-09-2026



**Executive Director,
State Disaster Management Authority,
Meghalaya, Shillong**

INDEX

S. No.	Description	Page No.
1	General, Objectives	4-5
2	Scope of Work	5-6
3	Cost of the Project	7-8
4	Payment of Consultancy firm	8-9
5	Delivery Milestone, Payment Schedule and Other Details	9-21
8	Appendix/Annexures	22-41

**REQUEST FOR
EMPANELMENT
FOR
EMPANELMENT OF DESIGN AND PPR/DPR CONSULTANCY FIRMS FOR VARIOUS MITIGATION
PROJECTS IN MEGHALAYA UNDER NATIONAL DISASTER MITIGATION FUND (NDMF) AND
STATE DISASTER MITIGATION FUND (SDMF)**

1. GENERAL:

State Disaster Management Authority (SDMA)

The State Disaster Management Authority was established in the State under the Chairmanship of the Chief Minister with 8 other members under section 14 of the Disaster Management Act, 2005 by a Government notification dated 26th June, 2008. It is the apex body for disaster management in the State.

State Disaster Management Authority under Revenue & Disaster Management Department, Government of Meghalaya to look after Disaster Management works in the State. SDMA to prepare projects, facilitate procurement and provide credit support service for mitigation projects, geotechnical interaction, construction, development, and upgradation of bankable infrastructure projects in the State of Meghalaya. Further, the National Disaster Mitigation Fund (NDMF)/State Disaster Mitigation Fund (SDMF) is now entrusted with the role of a facilitator for infrastructure projects, mitigation measures to be executed in the State of Meghalaya.

SDMA intends to invite Empanelments (RFE) from reputed and capable Consultants and Engineering Designers for empanelment for the PPR/DPR/Consultancy works for various projects in Meghalaya. The personnels/consultants should have the experience of working in PPR/DPR/Techno-Economic Feasibility Report/ Detailed Engineering Design of various infrastructure projects, mitigation measures for State Govt., / Semi Govt. Organizations/ Central or State Govt./PSUs, etc.

The RFE can be downloaded from SDMA website and proposals can be submitted on or before the due date as per details below:

Sr. No.	Items	Description
1	RFE Document Download Start / Close Date & Time	Start Date: 18-08-2026 at 17:00 hrs IST Closing Date: 16-09-2026 till 17:00hrs IST
2	Last date and time for submission of Proposal (Proposal Due Date) through email	The Proposal, shall be submitted in the PDF files, through email on eo.sdma@gmail.com by 17:00 hours on 16-09-2026.
3	Last date and time for submission of Proposals in Hard copy	Hard copy of Proposal as per RFE document shall be submitted on following address: ED, SDMA, Lower Lachauimiere, Shillong Meghalaya-793001, (India) by 17:00 hours on 16-09-2026

2. OBJECTIVES & SCOPE

2.1. Objective

SDMA requires the services of suitably qualified design consultancy firms having experience in preparation of Project Pre-feasibility Report (PPR)/Detailed Project Report (DPR) of various infrastructure works for various central/ state govt./ externally funded projects, to provide design/ DPR consultancy services in order to ensure that various mitigation infrastructure works in Meghalaya are designed and constructed in accordance with the proper design/ planning to the satisfaction of the SDMA. The consultancy firm will be required to have a team of suitably qualified & experienced designers, engineers and other professionals with the latest designing, drawing and planning software and facilities.

2.2. Scope of Works

2.2.1 Preparation and Submission of PPR and DPR

Scope of PPR/DPR preparation includes engineering design, drawing, of various components of projects, providing specifications of the materials, assisting the State Disaster Management Authority (SDMA) or agencies associated with SDMA in finalizing the contractor, if sought by the SDMA. Scope includes detailed geotechnical investigations, hydro-geological mapping, bio-engineering and structural slope stabilization design, seismic hazard risk assessment, climate-resilient infrastructure design, and Environmental & Social Impact Assessments (ESIA) in line with NDMF/SDMF guidelines.

The scope also includes structural design of various project components, duly certified by the consultant confirming technical soundness and cost-effective foundation design and structures as well.

The Scope of work includes but not limited to the following:

- i. To take instructions from Agencies associated with SDMA and prepare Detailed engineering designs, drawings for all project components of disaster mitigation (as per relevant guidelines by Ministry of Home Affairs and National Disaster Management Authority) including, geo-technical measures, structural mitigation measures/protection structures, signages, approaches and others as per requirement.
- ii. Prepare architectural drawings including sketch designs, making revisions till sketch designs are finally approved by the SDMA or Agencies associated with SDMA.
- iii. To prepare structural drawings including designs and all related works.
- iv. To submit required drawings to the Local Authority and obtain approval, if required.
- v. To assess technical, financial, economic feasibility, prepare engineering designs, architectural drawings,

- structural drawings including design and all other drawings for various project components, prepare broad costing estimates for the project towards mitigation measures.
- vi. To draw detailed specifications, estimates, draft tender for the project.
 - vii. To prepare and supply 3 sets of PPRs/DPRs to SDMA.
 - viii. To visit site(s) as and when required by SDMA or agencies associated with SDMA.
 - ix. To submit 'Completion PPR/DPR' including- detailed drawings, civil costing, BoQs, tender documents etc.
 - x. Any other services connected with the said works usually and normally rendered by the P P R / DPR consultants and not referred to in above.

2.2.2 Interaction with SDMA

- i. Pre-briefing/meeting can be carried out for any clarification.
- ii. During entire period of services, the consultant shall interact continuously with SDMA and provide any clarification as regards to the methods being followed and carry out modification as suggested by SDMA or any agency/organization associated with SDMA.
- iii. The SDMA officers and other Government officers may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works.
- iv. Frequent meeting with the consultant at the site or at SDMA office/ project Site office are foreseen during the project.

2.2.3 Data and Software:

- i. The CD disks containing all basic as well as the processed data from all field studies and investigations, report appendices, annexure, documents and drawings shall be submitted to SDMA at the time of the submission of the 'Final Report'.
- ii. All report shall be submitted in electronic media besides required number of Hardcopies as stipulated in this RFE and as per requirement that may arise.

2.2.4 Responsibility for Accuracy of project Documents.

- i. The consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawing, estimates and all other details prepared by him as part of these services. He shall indemnify SDMA, against any inaccuracy in the work that might surface during implementation of the project. The consultant will also be responsible for correcting at his own cost and risk, the drawings including any re- survey/investigations and correcting layout etc. if required during the execution of the services.
- ii. The consultant shall be fully responsible for the accuracy of design and drawings of the project

components and structures. All deliverables/ designs drawings shall be duly signed by the Team Leader. The consultant shall indemnify the SDMA against any inaccuracy/ deficiency in the deliverables/ design's drawings noticed during the construction and even thereafter and the SDMA shall bear no responsibility for the accuracy of the designs and drawings submitted by the consultants.

- iii. The final design will be the property of SDMA & no publication & distribution will be allowed without consent of the competent authority.

2.2.5 Site Visits

During the execution of the project, the consultant is required to visit the site as per requirement of SDMA and in necessary coordination with any other Department/Agency as assigned by SDMA or before presenting his bill for payment for each stage (up to construction stage).

2.2.6 Construction Supervision

The scope of consultant's services will also include supervising the construction of the respective projects. The Consultant will be responsible for the supervision of all construction work. The

Consultant will administer the Construction Contract and ensure that the contractual clauses, with respect to both quality and quantity of work are respected and the works are constructed in accordance with the provisions of the Construction Contracts. The Consultant will be required to nominate a Representative who will be full time resident on the Project.

The Consultant will assist SDMA in proper monitoring/progress of works and implementation of the Projects. This will include the following activities:

- i. approve Contractor's proposed designs/drawings for temporary works;
- ii. check Contractor's setting out for conformance with the working drawings;
- iii. inspect at regular intervals the Contractor's plant and facilities,
- iv. inspect all the Contractor's safety measures, including labour welfare, notify immediately both the Employer and the Contractor of any infringement or violation;
- v. maintain records, working/as-built drawings, test data, details of various correspondence in the formats approved/specified by the SDMA;
- vi. at the completion of the contract verify the "as-built drawing" as true record of the works as constructed

3 COST OF THE PROJECT

To arrive at the payment of consultancy fee to the PPR/DPR Consultant, the cost of project shall be derived by deducting following items from sanctioned cost of project by the Government: -

- 3.1 Contingency charges sanctioned
- 3.2 Centage charges/ supervision charges sanctioned
- 3.3 Payment allowed for shifting of utility and providing other facilities etc, charges to development authority to sanctioned the project maps payment made to forest and other departments. Any other items of works/services sanctioned for which PPR/DPR consultancy services are not required/ approved.
- 3.4 Cost of land, if any.

The above cost shall be worked out on the basis of Central PWD schedule of rates (DSR) and as approved by Meghalaya PWD/Government of Meghalaya.

4 PAYMENT OF CONSULTANCY FEES:

SDMA agrees to pay to the appointed Consultant the fee for the professional services the rendered by them, based on the following rates by **Meghalaya State Disaster Management Authority (MSDMA)**.

4.1

S. No.	PPR/DPR Consultancy work for various category projects in Meghalaya	Consultancy Fee (in percentage of project cost arrived and as approved by Govt of Meghalaya/SDMA /Client
1	Category A	2.87% of total project cost
2	Category B	3.40% of total project cost
3	Category C	3.40% of total project cost
4	Category D	3.57% of total project cost

Where;

- (a) **Category A** – for projects costing above Rs 30.00 Cr.
- (b) **Category B** – for projects costing above Rs 10.00 Cr but up to Rs. 30.00 Cr.
- (c) **Category C** – for projects costing above Rs 5.00 Cr but up to Rs 10.00 Cr.
- (d) **Category D** – for projects costing up to Rs 5.00 Cr.

Notes:

- Cost of project as calculated at clause 3 above.
- The percentage consultancy fee indicated above is **exclusive of applicable Goods and Services Tax (GST)**, which shall be payable extra by MSDMA at prevailing statutory rates.
- The fee is **inclusive** of all other costs, including site visits, surveys, investigations, personnel deployment (including full-time resident representative supervision during execution), overheads, out-of-pocket

expenses, and statutory levies, as defined in the scope of work.

- The cost of full-time resident supervision during execution is included within the Stage 2 payment milestone (20% fee allocation).

5 DELIVERY MILESTONES AND PAYMENT SCHEDULE

5.1 The Delivery Timelines and Payment Milestones will be as per the below table:

S. No.	Delivery Milestone PPR/DPR	Timelines (from the date of award of project)	Payment (% of the total fee)
1	DPR and Bid Process		
1.1	Concept, DPR & BOQs draft	30 days	25%
1.2.	Preparation of the final BOQs, Engineering, Structural and Architectural Drawings for Bidding	60 days	30%
1.3	Preparation of Bid Document & support during bid management process, upto selection of construction agency/ contractor	90 days	15%
2	Construction supervision and technical support during execution		
2.1	Submission of inception report	Within 10 days from signing of construction contract between SDMA and construction agency	10%
2.2	Construction completion	provisional completion certificate issuance to the construction agency/ agencies	20%

Note: 5% Security Deposit will be deducted from each running bill, which shall be released after two months of completion of the work and shall work as Performance Guarantee during the construction stage.

6 PERFORMANCE GUARANTEE:

- 6.1 The Consultant shall submit an unconditional Performance Guarantee (duly pledged as directed) of 5% (Five percent) of the consultancy fee, for proper performance of the contract from a nationalized/scheduled Bank in the prescribed Performa at **Appendix – A** (in case of Bank Guarantee only), notwithstanding any other provisions in the contract, within 07 days of issue of Letter of Acceptance.
- 6.2 In case, the Consultant fails to deposit performance guarantee within 07 days of issue of letter of acceptance, the offer of appointment of Design & DPR consultant shall stand cancelled.
- 6.3 5% retention money deducted from each running bill shall also form part of the performance Guarantee, making it a total of 10 % of the consultancy fee.
- 6.4 Performance guarantee shall be released after 2 months from successful completion of work.

7 FORFEITURE OF PERFORMANCE GUARANTEE:

7.1 When the consultant has made himself liable for action under any of the clauses aforesaid, the Engineer-in-Charge on behalf of the SDMA shall have powers:

To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence) upon such determination rescission, the Security Deposit already recovered and Performance Guarantee under the contract shall be forfeited and placed absolutely at the disposal of the SDMA.

7.2 In case the consultant fails to complete the work, the SDMA, without prejudice to rights and remedies available under the agreement shall forfeit Performance Guarantee in cash and/or by en-cashing the Bank Guarantee.

8 ADDITIONS AND ALTERATIONS:

8.1 The SDMA shall have the right to make suggestions, changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the consultant without any extra cost.

9 TIME SCHEDULE:

9.1 The date of commencement of project will be reckoned from the seventh day of the date of signing of the contract.

9.2 Completion of various professional services/activities shall be achieved within the time frame for submission of PPR/DPR on would be given in the specific ToR of the assigned project.

9.3 As the project has to be completed on fast track, the work shall be carried out with due diligence and as per time frame for submission of DPR for the assigned project. In case of any delay / default, performance/deficiency by the Consultant, to the agreed time schedule, for pre commencement activities the Consultant shall pay by way of agreed compensation and amount equivalent to 0.25% (Zero decimal two five percentage) of the total amount of fee payable for each stage for each week of delay subject to a maximum of 10% (Ten percent) of the total consultancy fee for the services.

10 EXTENSION OF TIME

10.1

If the consultant shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the SDMA within seven days of the date of hindrance on account of which he desires such extension as aforesaid.

10.2

The SDMA after satisfying itself about the reasonableness of grounds may grant extension of time which shall be final and binding as in his opinion be justified and communicate the same in writing. Wherever such extension of time is granted, it would be without prejudice to the rights of SDMA to take any other action under the provisions of the Contract. Any extension of time granted as stated above shall neither entitle the consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

- 10.3 The consultant shall extend the validity of his Performance Guarantee if warranted on account of extension of time.

11 COPYRIGHT

- 11.1 All these reports/ designs/ drawings shall become the absolute property of the SDMA and the consultant shall have no right to use the same anywhere else. Such reports/ drawings and designs shall not be issued to any other person, firm or authority or used by the P P R / DPR Consultant for any other project. No copies of any reports/ designs. drawings or documents shall be issued to anyone except the SDMA and/or its authorized representatives.

12 RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENT

- 12.1 The Consultant shall appoint a team leader for this project who shall be a Structural Engineer/ Civil Engineer of at least Ten years of experience and should have designed/supervised construction of similar infrastructure project. His CV shall be submitted to SDMA within 7 days of signing of the agreement for approval of SDMA. He will regularly interact with the officers of the SDMA and will be responsible for timely submission of the requisite reports/document. The Consultant shall be responsible for accuracy of the data collected by them directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by them as part of these services. The Consultant shall indemnify SDMA against any inaccuracy in the work, which might surface during implementation of the project. The Consultant shall also be responsible for correcting, at his own cost and risk, the drawings including any re-designing and correcting layout/ design etc. if required during the execution of the Services, without any extra cost.

13 INDEMNIFICATION:

- 13.1 The Consultant shall fully indemnify and keep the SDMA indemnified against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against SDMA in respect of any such matters as aforesaid the consultant shall be immediately notified thereof and the Consultant shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Consultant shall not be liable to indemnify the SDMA, if the infringement of the patent or design or any alleged patents or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

14 GUARANTEE:

- 14.1 The Consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill shall be found defective.
- 14.2 The SDMA may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the provisions of the above clauses.

15 DETERMINATION AND RESCISSION OF AGREEMENT:

- 15.1 The SDMA without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely determine/ rescind the consultancy contract in any of the following cases:

- i) If the Consultant, being a firm/ company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a Receiver or a Manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a Receiver or a Manager or which entitled the court to make up a winding order.
- ii) If the Consultant commits breach of any of the terms of the agreement.

15.2 When the Consultant has made himself liable for action under any of the clauses aforesaid, the SDMA shall have power: -

- a. To determine / rescind the agreement:
- b. To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the penalties imposed under clause no. 13 herein above provided further that the Consultant shall not be entitled to any difference of cost if the balance work is done at a cost less than the contract value.

15.3 The decision of the Competent Authority regarding the grounds for determination of the agreement by the Engineer- in- charge shall be final and binding.

16 DISPUTES

16.1 If the Consultant believes that a decision taken by the Engineer was either outside of authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision of the engineer shall be referred to the Dispute Review Expert (DRE) within 10 days of the notification of the Engineer's decision.

16.2 The DRE for various projects will be a senior technical officer appointed by SDMA.

16.3 Procedure for Disputes

16.3.1 The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of dispute.

- i) If the Consultant is dissatisfied with the instructions or decision of the Dispute Review Expert, the Consultant may, within 15 days of the receipt of the decision, appeal to the ED, SDMA who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The ED, SDMA shall give his decision within 30 days of receipt of Consultant's appeal. If the Consultant is dissatisfied with this decision, the Consultant shall within a period of 30 days from receipt of the decision, give notice to the ED, SDMA for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- ii) Except where the decision has become final, binding and conclusive in terms of Sub Para

- (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the ED, SDMA. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- iii) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the ED, SDMA of the appeal.
- iv) It is also a term of this contract that no person, other than a person appointed by ED, SDMA as aforesaid should act as arbitrator.
- v) It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 115 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the SDMA shall be discharged and released of all liabilities under the contract in respect of these claims.
- vi) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- vii) It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- viii) It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- ix) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall if required to be paid before the award is made and published, be paid

half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

- x) The arbitration shall be conducted in accordance with the arbitration procedure stated herein.

16.4 Replacement of Dispute Review Expert.

Should the Dispute Review Expert resign or die, or should the Employer and the Consultant agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be appointed by SDMA.

17 ARBITRATION:

- 17.1 Excepting the decisions taken by the SDMA, all disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration by a reference to the sole arbitrator or the person appointed by the Executive Director, SDMA/Competent Authority and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996.

- 17.2 It is also the term of this agreement that consultant shall have no objection whatsoever, in the appointment of an officer of the SDMA as the sole Arbitrator by the SDMA.

18 FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK.

- 18.1 If at any time after acceptance of the consultancy tender, the SDMA decides to abandon or reduce the scope of the work for any reason, the Engineer- in- charge shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the consultant shall not have any claim for compensation by reasons of an alteration having made in the scope of work which shall involve any curtailment of work as originally contemplated. However, the consultant shall be paid at contract rates full amount for works executed to the extent and accepted by the Engineer-in-charge.

19 MODIFICATION

- 19.1 Modification of the terms and conditions of this contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each party shall

give due consideration to any proposals for modification made by the other Party in consultation with experts/competent authority.

- 19.2** In case scope of work is increased on account of requirement of additional facilities, the consultant shall be paid for additional DPR in the same proportion as their consultancy fee for the present scope of work with respect to the sanction amount of PPR/DPR excluding centage & contingency.

20 OPERATION

- 20.1** The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause shall or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute to arbitration in accordance with Clause 16.

21 KEY PERSONNEL

- 21.1** Key personnel shall be different for different projects which shall be intimated in the specific ToR at the time of assigning of the consultancy work.

22 PENALTY

Penalty shall be imposed on the consultants for poor performance/deficiency in service as expected from the consultant and as stated in General Conditions of contract. The Consultancy Firm is required to submit the report as per schedule that will be given in the specific ToR for the assigned project. The Consultancy firm is supposed to pay the site visit as per schedule to be given in specific ToR.

23 CATEGORIES

The applicants will be empaneled under the following classes under DPR category:

- (e) **Category A** – for projects costing above Rs 30.00 Cr.
- (f) **Category B** – for projects costing above Rs 10.00 Cr but up to Rs. 30.00 Cr.
- (g) **Category C** – for projects costing above Rs 5.00 Cr but up to Rs 10.00 Cr.
- (h) **Category D** – for projects costing up to Rs 5.00 Cr.

Note: Cost of projects being cost of civil works and not the consultancy cost.

- 23.1** The Category shall be decided by a Committee of SDMA constituted for this purpose on the basis of predetermined criteria and where it is not possible to do so, based on their own judgment.

- 23.2** The decision of the Committee shall be final and binding.

- 24 EMPANELMENT FEES (Non-Refundable)**
- (a) Category A - Rs. 20,000.00 + GST 18%
 - (b) Category B - Rs. 10,000.00 + GST 18%
 - (c) Category C - Rs. 7,500.00 + GST 18%
 - (d) Category D - Rs. 5,000.00 + GST 18%
- 25 CONFLICT OF INTEREST:**
Empaneled consultants shall provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoiding any conflict with other assignments or their own corporate interests.
- 26 DEBARMENT & BLACKLISTING**
Bidders must not be blacklisted or suspended by any Central/State Government entity or PSU as on the due date of submission
- 27 FRAUD AND CORRUPT PRACTICES**
MSDMA requires strict compliance with standard anti-corruption codes during procurement and contract execution
- 28 CONFIDENTIALITY**
All reports, survey data, GIS mapping, and structural designs prepared under this contract are confidential and remain the exclusive property of MSDMA
- 29 FORCE MAJEURE**
Neither party shall be liable for failure or delay in fulfilling obligations due to acts of God, natural disasters, war, or governmental restrictions beyond reasonable control.
- 30 PROPOSAL VALIDITY**
Proposals shall remain valid for 120 days from the Proposal Due Date
- 31 GOVERNING LAW & JURISDICTION**
The contract shall be governed by the laws of India, and courts at Shillong, Meghalaya shall have exclusive jurisdiction
- 32 AMENDMENTS / CORRIGENDUM**
Any addendum/corrigendum issued prior to the due date shall form an integral part of this RFE document
- 33 APPLICATION FORM**
Application for empanelment for the PPR/DPR Consultancy works for various projects in Meghalaya forms duly filled with relevant details is required to be submitted as per **Annexure- A.**

34 PROPOSAL EVALUATION

34.1 Eligibility

34.1.1 Work Experience:

The applicant should have minimum experience (any one of the Col. 3, 4 and 5 of table below) of consultancy services in the requisite category, as given below:

S. No	Class	One completed Similar Work*	Two completed similar work	Three completed similar work
1	2	3	4	5
1.	(Category -A)	Rs. 50.00 Cr	Rs. 35.00 Cr each	Rs. 20.00 Cr each
2.	(Category -B)	Rs. 15.00 Cr	Rs. 10.00 Cr each	Rs. 5.00 Cr each
3.	(Category -C)	Rs. 6.00 Cr	Rs. 4.00 Cr each	Rs. 2.00 Cr each
4.	(Category -D)	Rs. 3.00 Cr	Rs. 2.00 Cr each	Rs. 1.00 Cr each

***Similar Work:** Experience in PPR/DPR/Techno-Economic Feasibility Report/ Detailed Engineering Design of various infrastructure projects, specifically including mitigation measures (for example: Slope stabilization, bio-engineering, landslide hazard mapping, flood control, retaining structures, resilient bridges) for State Govt., / Semi Govt. Organizations/ Central or State Govt./PSUs, etc.

34.1.2 Technical Staff Strength:

The firms must have minimum qualification and experience of its permanent key staff as under:

S. No	Position Held	Minimum Qualification & Experience							
		Category - A		Category - B		Category - C		Category - D	
1	Team Leader	1 No.	B.E./B.Tech Civil Engineering with 10 Years Similar experience	1 No.	B.E./B.Tech Civil Engineering with 10 Years Similar experience	1 No.	B.E./B.Tech Civil Engineering with 8 Years Similar experience	1 No.	B.E./B.Tech Civil Engineering with 8 Years Similar experience
2	Architect/ Supervisor	1 No.	Bachelor in Architect (B. Arch.) with 10 years Similar Experience	1 No.	Bachelor in Architect (B. Arch.) with 10 years Similar Experience	1 No.	Bachelor in Architect (B. Arch.) with 8 years Similar Experience	1 No.	Bachelor in Architect (B. Arch.) with 8 Years similar experience
3	GIS/ Geotechnical Specialist	1 No.	Bachelor in Geography with GIS with 10 years of similar experience	1 No.	Bachelor in Geography with GIS with 10 years of similar experience	1 No.	Bachelor in Geography with GIS with 8 years of similar experience	1 No.	Bachelor in Geography with GIS with 8 years of similar experience

4	Procurement/ Contract Expert	1 No	B. Com in finance/ management/ similar field with 10 years of relevant experience	1 No	B.Com with finance/ management/ similar field with 8 years of relevant experience	1 No	B.Com with finance/ management/ similar field with 7 years of relevant experience	1 No	B. Com/BBA with finance management/ similar field with 5 years of relevant experience
5	Environmental/S ocial Specialist/DRR	1 No.	Environmental Engineer, or Equivalent with 10 years of relevant experience	1 No.	Environmental Engineer, or Equivalent with 8 years of relevant experience	1 No.	Environmental Engineer, or Equivalent with 7 years of relevant experience	1 No.	Environmental Engineer, or Equivalent with 5 years of relevant experience
6	CAD Operator/ Draftsman	3 Nos.	Diploma with 5 years experience	2 Nos.	Diploma with 5 years experience	2 Nos.	Diploma with 4 years experience	1 Nos.	Diploma with 3 years Experience

During construction supervision phase, the site engineer should be deployed on full time basis and will act as consultant's representative.

Key Personnel proposed for this cannot be substituted without prior written consent from MSDMA, and replacement staff must possess equal or superior qualifications

Details of qualification and experience of key staff must be submitted in the format given at **Annexure- B.**

34.1.3 Financial Strength:

The applicant should have minimum average annual turnover in the requisite class during the last five years as given below and provide bank solvency certificate for the same amount.

S. No	Category	Min. Amount of Average Annual Turnover during last 5 Financial Years (FY 21-22 to FY 25-26)
1.	For projects costing above Rs 30.00 Cr (Category -A)	Rs. 80.00 Lacs
2.	For projects costing above Rs 10.00 Cr but up to Rs. 30 Cr (Category -B)	Rs. 50.00 Lacs
3.	For projects costing above Rs 5.00 Cr but up to Rs 10.00Cr (Category -C)	Rs. 30.00 Lacs
4.	For projects costing up to Rs 5.00 Cr (Category -D)	Rs. 20.00 Lacs

Details of Gross Annual Turnover during the last 5 years and bank solvency certificate must be furnished in the format as given at **Annexure-D.**

Details of experience of work completed during the last 5 years must be furnished as per the format given at **Annexure-E**. Also, details of works in hand be furnished as per the format given at **Annexure-F**.

- 34.2 The Consultants conversant with the designs of hilly region/terrain matching with the topography and environment of North-East States will be given preference.
- 34.3 The Consultants must have specialization and adequate experience in latest technological innovations and trends using latest cost-effective materials, hazard-based like, landslide, earthquake proof/mitigation design etc.

35 PERFORMANCE EVALUATION DURING THE CONSULTANCY CONTRACT

Performance evaluation of the empaneled Consultants on the basis of their work actually done during the last one year shall be done further in the month of April every year as per the criteria specified in **Annexure-I**. Decision to continue or terminate the empanelment right at that stage shall be taken by the competent authority after such yearly performance evaluation, irrespective of the fact that the initial empanelment was done for a period of three years. The decision of the competent authority in these regards shall be final and binding on the concerned consultant, for which he shall have no claim what so ever.

36 DETAILS TO BE SUBMITTED BY THE CONSULTANTS

The proposal is required to be submitted in a large sealed envelope, super scribed “Proposal for Empanelment of PPR/DPR Consultants for Various Mitigation Projects in Meghalaya” containing following two envelopes: -

36.1 Technical Proposal (To be super scribed as Technical Proposal) containing following:

- 36.1.1 Non-refundable empanelment fee for each of the class in the form of Demand Draft/Drafts in favor of “State Disaster Management Authority” payable at Shillong.
- 36.1.2 Detailed profile of the firm.
- 36.1.3 Duly filled in application form for Empanelment of Design & PPR/DPR Consultancy Firms (As per Annexure-A).
- 36.1.4 The list of in-house technical staff with details of their qualifications, experience and field of expertise (As per Annexure-B).
- 36.1.5 Details of associated consultants. (As per Annexure-C).
- 36.1.6 Details of average annual turnover certified by CA (As per Annexure-D).
- 36.1.7 Details of experience of work during the last 5 years (As per Annexure-E).

- 36.1.8 Current works in hand (As per Annexure-F).
- 36.1.9 Undertaking for Non-Blacklisting (As per Annexure-G).
- 36.1.10 Information regarding any litigation, current or during the last five years, in which the Applicant is involved, the parties concerned and disputed amount. (As per Annexure-H).

37 TECHNICAL EVALUATION:

A committee shall check the application form (Annexure-A) of all the consultants and those found technically eligible shall be shortlisted for Financial Proposal evaluation. Applicants meeting technical eligibility criteria on the following parameters (as per the eligibility requirements stated in earlier sections) shall be shortlisted for Financial Proposal evaluation: -

- (i) Technical Staff Strength (Annexure – B)
- (ii) Financial Information (Annexure – D)
- (iii) Work Experience during last five years (Annexure – E)

38 EMPANELMENT and PROJECT FEE:

All those consultants qualifying in the technical evaluation shall be eligible for empanelment; if they so desire. Agencies which are eligible for empanelment and agree to the Project Fee as described in Clause 4 (in percentage of project cost) shall be considered for the empanelment.

- 38.1** All the Consultants qualifying in technical evaluation will be concurrently empaneled at the rates (in percentage) in the empaneled Category after giving their consent for the project fee at the described rate (in Clause 4). Consultants not giving their consent will not be empaneled.
- 38.2** SDMA reserves the right to accept or reject any or all proposals without assigning any reasons thereof.
- 38.3** The work shall be assigned from time to time by SDMA to empaneled Consultants in respective class on the basis of work experience and specialization in the particular field. Negotiation of Consultancy fee may be done with the Consultants, if it is desired by SDMA.
- 38.4** SDMA shall have full rights to assign any work to any empaneled Consultant in a particular class, without assigning any reason thereof. Moreover, an empaneled Consultant can be assigned any number of projects falling under the class of their empanelment. No consultant shall have any right or claim for assignment of a particular project or a particular number/amount of work. The discretion of the assigning authority in these regards shall be final and binding on all empaneled consultants.

- 38.5** The assignment shall be given along with additional Terms of Reference (ToR) specific to the work and specific instructions, if any.

39 PERIOD OF EMPANELMENT:

The selected firms shall be empaneled initially for a period of three years which can then be extended on the basis of their performance and policy in vogue at that time. SDMA, however, reserves the right to upgrade/renew the panel at any time without assigning any reasons. The consultants already empaneled with SDMA will remain empaneled till the end of their period of present empanelment which can then be extended on the basis of their performance and policy in vogue at that time.

Appendix-A

PROFORMA FOR PERFORMANCE GUARANTEE

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

B.G No.:

DATE:

To

**Executive Director
State Disaster Management
Authority.**

Lower Lachumiere,
Shillong Meghalaya-793001

1. In consideration of you, “_____ (SDMA)” having its head office at _____ (hereinafter referred as the “Authority/ Client”, which expression shall, unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of Rs. (Rupees only) from M/s (hereinafter referred to as the “Bidder” which expression shall, unless it be repugnant to the subject or context thereof include its, successors and assigns) for Providing Consultancy Services for _____ (hereinafter referred to as “the Project”) pursuant to the RFE Document dated is sued in respect to the Project and other related documents hereinafter collectively referred to as “Bidding Documents”),

We, (Name of the Bank) having its registered office at....., and one of its branches at

..... (hereinafter referred to as the Bank) at the request of the Bidder do hereby in terms of clause 6 the RFE Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (i.e. the RFE Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. (Rupees. only)** as performance guarantee (hereinafter referred to as the “Performance Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority

stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. (Rupees only).**

4. This Guarantee shall be irrevocable and remain in full force for a period of() months from the date of signing of the contract agreement inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

(Signature of the Authorized Signatory)
(Official Seal)

LETTER OF TRANSMITTAL

(ON LETTER HEAD OF THE COMPANY)

To,

**Executive Director
State Disaster Management Authority.**

Lower Lachaumiere,

Shillong Meghalaya-793001

Sub: Proposal for Empanelment of PPR/DPR Consultancy Firms for Various Projects in Meghalaya.

Sir,

Having examined the details given on your website for the empanelment of PPR/DPR Consultancy Firms in SDMA, we submit our proposal with relevant information and documents for your kind consideration.

1. I/We hereby certify that all the statements made and information supplied in the enclosed **Annexures A to K** and accompanying statements are true and correct.
2. I/We have furnished all information and necessary details required for the empanelment of Engineering and PPR/DPR Consultancy Firms.
3. I/We submit the requisite certified solvency certificate and authorize the ED, SDMA to approach the bank issuing the solvency certificate to confirm the same. I/We also authorize ED to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. I/We give our consent to undertake the consultancy works under this empanelment at specified rates of work (Clause 4 of this RFE)
5. I/We fully understand and agree that I/we may be de-empaneled from the panel and debarred from future works in SDMA in case any information provided by us is found to be false or incorrect.

Enclosures: Technical and Financial Proposals in separate envelopes.

Seal of applicant:

Date of submission:

Signature of Authorized Signatory of Applicant (s)

Annexure-A

APPLICATION FORM

(The applicant should study carefully the RFE for Empanelment and the list of documents to be annexed with the proposal before filling the form. Proposal found deficient in any respect is liable to be rejected without any further correspondence)

1. Category:

S.No.	Class	
1.	Category A	☐
2.	Category B	☐
3.	Category C	☐
4.	Category D	☐

Note:- Please tick (✓) in the box against desired class.

2. Empanelment fee enclosed:

Sl. No	Desired Category	Draft No.	Date	Amount	Issuing Bank & Branch

(Refer Clause nos. 4 & 5)

3. Name of firm

.....

4. Address of the firm:

(a) Regd. office.....

(b) Head Office.....

.....

(Attach separate paper for addresses of other offices)

5. Telephone Number

Fax No.....

E-mail address:.....

6. Constitution:

Sole Proprietorship Concern

☐

Partnership Firm Public Ltd. Company

☐

Private Ltd. Company

☐

7. If partnership firm, names of the partners/ If Company, name of directors

- (a) (b)
(c) (d)
(e) (f)

8. Furnish the following details and enclose copies of each document:

- (a) PAN
(b) GST No.
(c) Corporate Identity No. as given by relevant ROC

(if applicable)

9. Is the sole proprietor/any partner/director of company:

- | | | |
|---|------------------------------|-----------------------------|
| (a) Dismissed Government Servant | ☐ Yes | ☐ No |
| (b) Removed from approved list of contractors | ☐ Yes | ☐ No |
| (c) Demoted to a lower class of consultant | ☐ Yes | ☐ No |
| (d) Having business banned/suspended by
any government in the past | ☐ Yes | ☐ No |
| (e) Convicted by a court of law | ☐ Yes | ☐ No |

If answer to any of the above is 'Yes', furnish details on a separate sheet

10. Name of person holding power of attorney

.....
.....

11. Name of Bankers with full address

.....

12. Place of business

.....

13. (a) Whether already enlisted with any other Govt. department Yes ☐ No ☐

(b) If yes, give details:

(i) Name of department

.....

(ii) Class

.....

(iii) Empanelment authority &
address.....

(iv) Empanelment No. & date

.....

(v) Date of validity

.....

14. Certificates:

I/We (including all partners) certify that I/We have read “RFE for Empanelment of PPR/DPR Consultancy Firms for Various Projects in Meghalaya” as upto-date and shall abide by them.

{
{ Signature(s) of applicant(s):

{	Name	Signature	Address
{			
{			
{			
{			
{			
{			
{			
{			

1	.....	.....	.....
2	.....	.....	.....
3	.....	.....	.....
4	.....	.....	.....
5	.....	.....	.....

Date :

No. of Documents attached

Note:

- Attach relevant incorporation / registration certificates establishing the legal validity of the Applicant
- Attach Power of Attorney for Authorized Signatory in case of Company/ Partnership Firm

Annexure-B
Details of Technical & Administrative personnel employed with the Firm.

S. No	Designation	Total No.	Name	Qualification	Professional Experience and Details of work carried out	Field of Expertise	Date since employed with the firm	Remarks
1	2	3	4	5	6	7	8	9
1.	Team Leader							
2.	Architect/Supervisor							
3.	GIS/ Geotechnical Specialist							
4.	Procurement/ Contract expert							
5.	Environmental/ Social expert/DRR							
6.	CAD operator/ Draftsman							
	Any other specialist/ expert etc.							

Note: CVs of each personnel/expert shall be attached with their signatures and counter signed by the authorized representative of the firm with self-attested copy of certificates.

Signature of Authorized Signatory of Applicant (s)

Annexure-C
Details of Associated Consultants

Name:

Age:

Qualification:

Experience:

Address:

Contact:

Signature of Authorized
Signatory of Applicant (s)

Annexure-D
FINANCIAL INFORMATION

Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

I. Gross Annual Turn over	Years				
	2025-2026	2024-2025	2023-2024	2022-2023	2021-22

II. Solvency Certificate from Bankers of Applicant. (To be attached on bank's letter head)

Signature of Authorized
Signatory of Applicant (s)

Signature of Registered Chartered Accountant with seal and UDIN

Annexure-E

LIST OF PPR/DPDR CONSULTANCY WORKS COMPLETED DURING THE LAST 5 YEARS

S. No.	Type of Project	Name of Project	Brief Scope of the Consultancy work	Cost of Project	Cost of Consultancy Work	Name of Client Department	Date of start of		Date of completion of		Remark
							Consultancy Work	Civil Work (Project)	Consultancy Work	Civil Work (Project)	
(a)											

Note: Only top 5-10 high value and important works be given of each type of work, certificate from clients must be attached as proof.

Signature of Authorized
Signatory of Applicant (s)

Annexure-F

LIST OF CONSULTANCY WORKS IN HAND

Sl.No.	Type of Project	Name of Project	Brief Scope of the work	Cost of Project	Cost of Consultancy Work	Name of client Department	Date of start of Consultancy Work	Period of Consultancy Work	Special Features of the Projects	Remark
(a)										

Note: Only top 5-10 high value and important works be given of each type of work, certificate from clients must be attached as proof.

Signature of Authorized
Signatory of Applicant (s)

ANNEXURE – G

FORMAT FOR NON-BLACKLISTING SELF-DECLARATION

(On Applicant's Letterhead)

To,
Executive Director
State Disaster Management Authority.
Lower Lachauviere,
Shillong Meghalaya-793001

Sub: Proposal for Empanelment of PPR/DPR Consultancy Firms for Various Projects in Meghalaya.

This is to certify that _____ (name of the applicant), having its registered office at _____ (address of the registered office), as on the date of submission of the proposal, does not have the status of being blacklisted or made ineligible by the Government of India / State Government / Government Agencies for participation in future proposals/bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices, or for any other reason.

In case our organization gets blacklisted by any Government entity, even during the empanelment/contract period, we will inform MSDMA in writing within 15 days from the date of blacklisting. In case of concealing any such information from MSDMA, we are liable for termination of the empanelment/contract.

We also certify that we are not under liquidation, court receivership or similar proceedings, and are not bankrupt, as on the date of submission of the proposal.

We hereby declare that all conflicts of interest, if any, shall be disclosed to MSDMA and that no false, misleading or suppressed information has been submitted. We agree that MSDMA may reject the proposal or terminate empanelment if any information is found false or misleading.

Signature (Authorised Signatory): _____

Name: _____

Designation: _____

Address: _____

Agency Seal: _____

Date: _____

ANNEXURE – H

**PARTICULARS OF
LITIGATION/ARBITRATION CASES**

S. No.	Name of the project under litigation	Name of Client	Amount of Litigation	Period of Litigation	Outcome of Arbitration/ Court	Remarks

Signature of Authorized Signatory of Applicant (s)

Annexure- I

Evaluation of Annual Performance

Annual Evaluation shall be done for the following activities of the empanelled consultants.

1. No. of projects awarded by any department during the financial year.
2. No. of projects timely completed during the financial year.
3. No. of projects delayed during the financial year.
4. No. of projects not commenced by the consultant.
5. Quality of Engineering drawings.
6. Quality of Structural drawings.
7. Response of the consultant with suggestions and modification.
8. Response of the consultant with rectification of mistakes in drawings.
9. Response of the consultant with rectification of structural designs.
10. Response of the consultant with the client suggestions regarding project designing.

The annual performance evaluation of each consultant shall be done each year in the month of April on the above-mentioned activities of the consultancy services assigned to them. The total marks for the evaluation of performance will be 100 and each consultant has to secure minimum 60 marks.

- ❖ If any consultant secures marks less than 60 in all the years during his empanelment period, case may not be considered for up gradation/renewal.
- ❖ Consultant securing more than 90 marks shall be given priority for up gradation for higher category.

Annexure- J

FORM OF ACCEPTANCE OF FIXED CONSULTANCY FEE SCHEDULE

(To be printed on the Official Letterhead of the Applicant/Bidder)

Ref No: [Insert Letter Ref. No.]

Date: [Insert Date]

To,
The Executive Director,
State Disaster Management Authority (MSDMA),
Lower Lachauviere, Shillong – 793001,
East Khasi Hills District, Meghalaya, India

Sub: Proposal for Empanelment of PPR/DPR Consultancy Firms for Various Projects in Meghalaya.

Sir/Madam,

1. Unconditional Acceptance:

We, [Insert Full Legal Name of the Firm/Applicant], having examined the Request for Empanelment (RFE) document, including all conditions, annexures, and ToR, hereby explicitly and unconditionally accept the Fixed Consultancy Fee Schedule prescribed under Clause 4 of the document for empanelment as PPR/DPR Consultants under the Meghalaya State Disaster Management Authority (MSDMA).

2. Fixed Consultancy Fee Schedule Structure:

We agree to undertake the consultancy work for the category/categories applied for, at the fixed percentage rates of the total sanctioned project cost (derived as per Clause 3) as specified below:

S. No.	Project Category	Sanctioned Civil Project Cost Range	Prescribed Fixed Consultancy Fee (% of Project Cost) (derived as per Clause 3 of RFE)	Acceptance Status (Tick ✓ as applicable)
1	Category A	Projects costing above ₹30.00 Cr	2.87% of total project cost	[] Accepted
2	Category B	Projects costing above ₹10.00 Cr up to ₹30.00 Cr	3.40% of total project cost	[] Accepted
3	Category C	Projects costing above ₹5.00 Cr up to ₹10.00 Cr	3.40% of total project cost	[] Accepted
4	Category D	Projects costing up to ₹5.00 Cr	3.57% of total project cost	[] Accepted

3. Tax and Expenditure Undertaking: We understand and confirm that the percentage consultancy fee indicated above is exclusive of applicable Goods and Services Tax (GST), which shall be payable extra by MSDMA at prevailing statutory rates.

4. We confirm that the fee is **inclusive** of all other costs, including site visits, surveys, investigations, personnel

deployment (including full-time resident representative supervision during execution), overheads, out-of-pocket expenses, and statutory levies, as defined in the scope of work.

5. **Validity:** We confirm that this acceptance shall remain valid throughout the empanelment period of three (3) years and any subsequent extensions granted by MSDMA
6. **Declaration:** We acknowledge that any conditional acceptance, modification of rates, or deviation from the fee structure prescribed by MSDMA shall render our application/proposal liable for immediate rejection

Signature of Authorized Signatory: _____

Name of Signatory: [Insert Full Name]

Designation: [Insert Position/Designation]

Name of Applicant / Firm: [Insert Company/Firm Name]

Company Seal / Stamp:

Date: [Insert Date]

Place: [Insert Location]

Note: Consultant may quote for the class/category for which they may be eligible.

Seal of Consultant Signature

of the Consultant

Place:

Date:

Annexure-K
TECHNICAL EVALUATION AND SCORING FRAMEWORK

Only applicants fulfilling the eligibility requirements prescribed under Clause 34 shall be considered for detailed technical evaluation.

The Technical Evaluation Committee constituted by MSDMA shall evaluate the proposals on a **100-mark basis**.

Minimum Qualifying Marks

Category	Minimum Marks
Overall Technical Score	70 Marks out of 100
Experience Criterion	Minimum 20 out of 30
Key Personnel	Minimum 15 out of 25

Applicants failing to obtain the minimum qualifying marks under any of the above criteria shall not be considered for empanelment.

Detailed Evaluation Matrix

Sl. No.	Evaluation Criteria	Maximum Marks
1	Relevant Experience of Firm	30
2	Technical Team & Key Personnel	25
3	Experience in Disaster Mitigation Projects	15
4	Financial Capacity	10
5	Methodology & Understanding	10
6	Institutional Capacity & Quality Assurance	5
7	Experience in North-East/Hilly Terrain	5
Total		100

1. Relevant Experience of the Firm (30 Marks)

(a) Years of Consultancy Experience (10 Marks)

Experience	Marks
5–7 Years	4
8–10 Years	6
11–15 Years	8
More than 15 Years	10

(b) Similar PPR/DPR Projects Completed (20 Marks)

Number of Similar Projects	Marks
Minimum Eligibility only	8
6–10 Projects	12
11–20 Projects	16
More than 20 Projects	20

Only completed projects supported by completion certificates shall be considered.

2. Technical Team & Key Personnel (25 Marks)

a. Team Leader (6 Marks)

Criteria	Marks
Minimum Qualification	2
10–15 years experience	2
More than 15 years experience	4

(Maximum 6)

b. Key Experts (15 Marks)

Expert	Marks
Architect	3
GIS/Geotechnical Specialist	3
Procurement/Contract Expert	2
Environmental/Social/DRR Specialist	3
CAD/Draftsman Team	2
Additional Specialists	2

c. Availability of Permanent Staff (4 Marks)

Staff Strength	Marks
Minimum required	2
More than minimum	4

CVs, qualifications and proof of employment shall be verified.

3. Disaster Mitigation Experience (15 Marks)

Type of Project	Marks
General Infrastructure DPRs	5
Disaster Mitigation Projects	5
Projects funded under NDMA/MHA/SDMA/Externally Funded Agencies	5

Preference shall be given for:

- Landslide Mitigation
- Flood Management
- Slope Stabilization
- Bio-engineering
- Earthquake Resistant Design
- Climate Resilient Infrastructure
- Seismic Risk Assessment

4. Financial Capacity (10 Marks)

Average Annual Turnover during the last five financial years.

Financial Capacity	Marks
Meets minimum eligibility	5
1.5 times eligibility	7
Twice eligibility or above	10

Bank Solvency Certificate shall be mandatory.

4. Methodology & Understanding (10 Marks)

Parameter	Marks
Understanding of Assignment	3
Methodology	3
Project Execution Strategy	2
Quality Assurance & Risk Management	2

Evaluation shall be based on the technical proposal.

5. Institutional Capacity (5 Marks)

Particulars	Marks
ISO/Quality Certification	2
Design Software & GIS Facilities	2
Office Infrastructure	1

6. Experience in North-East/Hilly Terrain (5 Marks)

Experience	Marks
Projects in Meghalaya	5
Projects in other North-Eastern States	4
Projects in Himalayan/Hilly States	3
No relevant experience	0

Preference is consistent with the RFE provision that consultants familiar with the hilly terrain and environment of the North-East will be given preference.

Final Evaluation

Technical Score	Status
85-100	Excellent – Highest Priority for Empanelment
75-84	Very Good – Eligible for Empanelment
70-74	Qualified – Eligible for Empanelment
Below 70	Not Qualified

Tie-Breaking Criteria

In case two or more applicants secure the same technical score, preference shall be given in the following order:

1. Higher marks under **Relevant Experience**.
2. Higher marks under **Technical Team & Key Personnel**.
3. Higher marks under **Disaster Mitigation Experience**.
4. Greater experience in Meghalaya/North-East.
5. Earlier date of establishment.