

INDIAN INSTITUTE OF MANAGEMENT SHILLONG
Umsawli, Shillong-793018

Website: www.iimshillong.ac.in

RFP No: K1-12014/1/2022-ENGG/1938

Dated 27/ 01 /2023



Notice Inviting e-TENDER (NleT)
For

Request For Proposal for
Engagement of Consultant for Landscaping & Horticulture works
At

IIM Shillong Umsawli Campus

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DISCLAIMER

- a. This RFP is not an agreement and is neither an offer nor invitation by Client to the prospective applicant (Bidder) or any other person. The purpose of this RFP is to provide interested applicants with information that may be useful in the formulation of proposal pursuant to this RFP. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and satisfy themselves regarding the completeness and reliability of the information and not to rely solely on the information in this document.
- b. Neither IIM Shillong nor their employees, consultants, advisors or agencies make any representation or warranty as to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP. Each prospective applicant should conduct its own investigations and analysis and check the accuracy, adequacy, correctness, completeness or reliability of the information in this RFP document and obtain independent advice from appropriate source before submission of the proposal against this RFP.
- c. IIM Shillong 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.
- d. Neither IIM Shillong nor their employees, consultants, advisors or agencies will have any liability to any prospective bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document.
- e. IIM Shillong reserves the right to reject any or all of the proposals submitted in response to this RFP document at any stage without assigning any reason whatsoever. IIM Shillong also reserves the right to hold, withdraw or cancel the process at any stage under intimation to the applicants who submit the proposal against this RFP.
- f. IIM Shillong reserves the right to modify or amend or add to any or all of the provisions of this RFP document or cancel the present invitation and call for fresh invitations.
- g. Neither IIM Shillong nor their employees, consultants, advisors or agencies will have any liability in case of non-receipt of any correspondence from them to the applicants due to postal delays.
- h. The applicable laws for the purpose are the laws of INDIA. The High Court of

Meghalaya will have the jurisdiction concerning or arising out of this RFP document. The applicants are expected to know the relevant rules and regulations of the respective local authorities concerning the site, master plan and the construction works.

- i. **Any addendum/corrigendum will be published in CPPP & IIM Shillong website.**

INVITATION FOR REQUEST FOR PROPOSAL

RFP No: K1-12014/1/2022-ENGG_1938

Dated 27/ 01 /2023

REQUEST FOR PROPOSAL NOTICE

Applications are invited from reputed Architects/Architectural firms for “Request for Proposal” for engagement of Consultant for Landscape & Horticulture works at IIM Shillong Umsawli campus.

NIT No	
Name and Location of Work	“Request for Proposal” for engagement of Consultant for Landscape & Horticulture works at IIM Shillong Umsawli campus.
Estimated Cost:	Rs. 200.00 Lakhs
Cost of Tender	₹ 1000.00+180 (18% GST) =₹1180.00 to be paid via following Payment link Online:- https://erp.iimshillong.ac.in/fee/PaymentPortal/GeneralPayment.aspx?p=mRt902r6He5GQGYFCWX2qRVucRGNqTVbFuzakVYpHLT4GDazGOBAVT4hxssh%2bWiTSgohXgYMim%2fSZ3k0ELM2rvMjenpkh4QsrxOzbnkq7E3IhBQPwWjpEHMIU91E7e1mH5pKv%2fH5ehbAU59Tb1DUjqXWbkdAKz1wVXhTmqQrVDP7I2EA3w887jH9r1QEBSAOdI6zQJ3pam6U%3d
EMD (Ernest Money Deposit) Refundable	Rs.1,00,000/- to be paid via following Payment link Online:- https://erp.iimshillong.ac.in/fee/PaymentPortal/GeneralPayment.aspx?p=unPpDMmNMgyLM9LLfrXUhXoSTjyLVw6DxTjCWVtMbdUcKbkE3r0UFNdpDrBZtmv5kqvbaggKudnZAlpZyuwXs0d9TvedjBvEq6kNeJIDt12umYQrYOAaCL3Fr7ODYWYrQQHk86IIPbKvm8ayYSmhtgTh6d7Ial%2bAmzFW8S2ZAHHXRzdZ0B8jtuDTbP%2fE0hXPffPcQlqEC2gYyORKnesYVg%3d%3d
Date of Completion of the Work	As per Time schedule in pg
Date of Issue/e-Publishing at CPPP website https://eprocure.gov.in/eprocure/app	27.01.2023
Document Download Start Date and time at CPPP website https://eprocure.gov.in/eprocure/app	27.01.2023 Time 16:00 Hrs
Document Download End Date and Time at CPPP website https://eprocure.gov.in/eprocure/app	17.02.2023 at 16:00 Hrs
Tender Queries should reach by	Latest by 05.02.2023 till 17:00 Hrs. Tender queries received later than the date and time as mentioned above shall not be entertained. Pre-Bid queries should only be emailed to sm@iimshillong.ac.in

Pre-Bid Meeting	06.02.2023 at 15.00 Hrs
Last Date and Time for receipts of Tender online at CPPP website https://eprocure.gov.in/eprocure/app	17.02.2023 till 15.00 Hrs
Date and Time for opening of Tender at CPPP website https://eprocure.gov.in/eprocure/app	20.02.2023 at 10.00 Hrs
Date and Time for Financial Evaluation at CPPP website https://eprocure.gov.in/eprocure/app	To be declared after successful evaluation of technical bid documents.
No. of Bids	02 (Two bids) {Technical and Financial}
Bid Validity days	90 days (From the date of opening of financial bid)
Address for correspondence	Store and Purchase Office, IIM Shillong, Umsawli, East Khasi Hills, Shillong-793018, Meghalaya Office Contact No: 0364-2308012/2308070 Email: spo@iimshillong.ac.in
Terms of the Contract:	3 years extendable by 2 years.

Pre-qualification Criteria:

Architects / Architectural firms who fulfill the following criteria shall be considered for participation:

- a. Members of Indian Council of Architects.
- b. Have experience in the field for not less than 10 years in India, as on **31.12.2022**
- c. Have completed similar Consultancy assignment during the last 7 years, as on **31.12.2022** of value as listed below:

“At least one project costing not less than ₹ 160 lakhs or

Two projects, each costing not less than ₹ 120 lakhs or

Three projects, each costing not less than ₹ 80 lakhs.”

The bidder should have completed consultancy work for at least one project for Central Govt /State Govt/Central Govt PSU/Autonomous Bodies of Central Govt./Well known private institutions or Offices during last 7 years ending 31.12.2022. It is preferable if at least one of the projects completed is for premier educational institutions such as IITs, IIMs, NITs, Central Universities, IIITs, IISERs.

- d. The value of executed works shall be brought to current costing level by enhancing actual

value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of applications for RFP.

Similar assignment means providing Comprehensive Landscape & Horticulture consultancy.

NOTE: 1-

All the bidders are requested to visit institute website www.iimshillong.in till last date of submission of bids for latest updates on addendum, corrigendum, extensions etc. which will be notified only in website. No individual information will be provided.

NOTE: 2-

The bidders have to provide all the required documents and also relevant information in the formats, 1B to 1E only, that are provided in this document. This is essential for the evaluation of attributes/ past experience/ suitability for the project etc.

Chief Administrative Officer (i/c)
IIM Shillong

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION :

- 1.1 Bidders would be required to register on the Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app> using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
- 1.2 Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
- 1.3 Bidders can download the bid document from Central Public Procurement Portal website at <https://eprocure.gov.in/eprocure/app> and required to submit the bid online by scanning and uploading all the relevant documents through the online Portal only.
- 1.4 Tender information is also available in the Institute's website at <https://www.iimshillong.ac.in/tender-notices/>. Any further detail regarding Amendment /Addendum /Extension/ Corrigendum (if any) will be upload online only at both the given websites.
- 1.5 Earnest Money Deposit (EMD)(Refundable) as mentioned at **Detailed Notice Inviting e-Tender** above, has to be deposited as per online link provided. Bidders are required to upload the transaction receipts. A copy of the same has to be mailed spo@iimshillong.ac.in and accountsofficer@iimshillong.ac.in clearly mentioning the firm's name and Tender ID no. along with tender description, **No other mode of EMD payment will be accepted.**
- 1.6 The bid submitted shall become invalid if-
 - i The bidder doesn't pay EMD to the Institute on or before the last date and time of online submission of the tender document.
 - ii The bidder doesn't upload all the relevant testimonials as mentioned in this tender document.
 - iii The Bidders will be required to produce the original copies of the eligibility criteria documents along with other document mentioned in the tender whenever needed at the various stages of tendering {if required}. Any discrepancy is noticed in the uploaded documents with reference to the original documents, the bid will be treated as invalid.
- 1.7 The tender document shall be uploaded in two parts as follows:
 - 1.7.1 **"TECHNICAL BID"**: This stage shall contain the Techno-Commercial Bids comprising along with list of the documents.
 - 1.7.2 **"FINANCIAL BID"**: This stage shall contain only the Price Bids
- 1.8 Payment to the vendor for supply of items/services at IIM SHILLONG shall be made through E-payment.

Chief Administrative Officer (i/c)
IIM Shillong

1. Introduction

IIM Shillong is situated on a land measuring approx. 120.00 acres. The Phase-I consisting of Academic building, hostel, Type-II, III, IV & VI quarters, Director Residence, water bodies, etc has already been completed and Phase-II & III works are in progress. The Institute decided to do the landscaping & horticulture works in the area measuring approximately 5 acres which shall include development of pathways, rain shelters/gazebos, garden benches, etc.

For the above purpose, IIM Shillong intends to engage a reputed Consultant/Consultancy firm having experience in similar type of projects on the basis of percentage of the cost of DPR or actual cost of work whichever is minimum.

Eligibility Criteria & Other Instructions :

To be eligible for being considered as Consultant, an applicant should fulfil the following eligibility criteria:

- i. Applicant should be a Single Entity or a Firm of not more than (2) two Consultants. Joint Ventures are not allowed. The Consultant/Consultancy Firm or one of its Architects must be registered with Council of Architect, New Delhi.
- ii. The Consultant/Consultancy firm must have minimum experience of 5 years after its establishment or registration.
- iii. The Consultant/Consultancy firm must have minimum average annual receipts of Rs. 25.00 Lakhs from professional fees/Consultancy services during the last 3 financial years. Certificate from Chartered Accountants or Income Tax Return in support of same must be submitted with the proposal.
- iv. The Consultant/Consultancy firm must have specific experience of planning & design during the last 07 years of at least one similar project costing not less than ₹ 1.60 Cr or two similar works costing not less than ₹ 1.20 Cr or three similar works costing not less than 0.80 cr. The similar project shall mean providing landscape & horticulture consultancy services

consisting of open space design (hard & soft areas), landscape structures & features, illumination design, irrigation system, pedestrian pathways, surface drainage, water management and street furniture etc.

v. The Consultant/Consultancy firm shall be ineligible if it has been barred or blacklisted by any Central/State Govt. Department/Board/Corporation/Educational Institute. An undertaking/affidavit in respect of this should be enclosed.

Other Instructions:

- i. All provisions in this Bid document are supplementary and complementary to each other and are not to be read in isolation.
- ii. The Applicant shall bear all costs related to preparation and submission of proposals at all stages and IIM Shillong shall in no case be liable or responsible for these costs, regardless of the conduct and outcome of the selection process.
- iii. Applicants shall submit all documents in the form and manner as specified.
- iv. No separate correspondence/communication shall be entertained with respect to the bid document.
- v. Material deficiencies in providing requisite information and as requested in this document may result in rejection of the Application from the selection process.
- vi. Failure to provide the requested information (in given format) deemed essential to evaluate the applicant's qualifications, within the stipulated period, shall result in the applicant's disqualification.
- vii. No explanation and/or justification for any aspect of the selection process shall be given and the decision of IIM Shillong shall be final and binding on all without any right of appeal.

2. Bid Security (Earnest Money)

2.1 Bid Security/EMD shall have to paid through the provided payment link. The bid security amount will be ₹ 1.00 Lakh.

2.2 Bid Security/EMD of the unsuccessful applicants will be returned within 15 days of Selection of Consultant.

2.3 Bid Security/EMD may be forfeited:

- a. If the Applicant/Bidder withdraws the bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after bid opening during the period of bid validity; or
- b. In case of a successful bidder, if the bidder fails to sign the Agreement within specified time limit.

3.0 Submission of proposals :

The applicant shall prepare and submit the Bid Security, Technical Proposal and Financial Proposal online through CPPP :

4.0 Selection Process :

Selection process will be as under: -

The bids shall be evaluated by a Bid Evaluation Committee (BEC) to be constituted by IIM Shillong.

The committee will select the Consultant in accordance with Quality & Cost Based Selection (QCBS) procedure as per following: -

- 4.1 Technical bid will be considered only of those applicants/bidders whose Bid Security/EMD is found to be in order. The 'Technical Proposal' shall be evaluated on the basis of applicant's experience, annual receipt from professional fees/consultancy services, Specific Experience, Qualification/ Experience of Key Personnel proposed and presentation as per details given below:

S.No	Criteria	Max Marks
1.	General Experience – 5 Marks will be given for minimum experience of 5 years. For experience in excess of 5 years, marks @ 1 mark per year subject to a maximum total mark of 10.	10
2.	Financial Soundness –15 marks will be given for minimum annual average receipt of Rs. 25.00 Lakhs from Professional fees/Consultancy Services during last 3 financial years. For annual average receipts in excess of Rs. 25.00 Lakhs during last 3 financial years, marks @ 1 mark for additional receipt of Rs. 2.00 Lakhs subject to maximum total of 20 marks.	20

3.	Specific Experience – 20 marks shall be given for one similar project costing not less than ₹ 1.60 Cr 10 Marks each for two similar works costing not less than ₹ 1.20 Cr 6.5 Marks each for three similar works costing not less than 0.80 cr.	20
4.	Key Personnel Proposed i. 1 Team Leader with minimum of 5 years' experience - 5 Marks ii. 1 Landscape Architect with minimum of 5 years experience-7 Marks iii. 1 Horticulture Specialist with minimum of 5 years experience-4 Marks iv. 1 Civil Engineer with minimum of 5 years experience- 4 Marks * Evaluation of Key Personnel proposed shall be done based on their Qualification & Experience.	20
5.	Presentation regarding approach, methodology, work plan, vision & concept .	30

Note :

- a. Minimum score of 50 is required for qualifying in the 'Technical Proposal'
- b. A Proposal shall be rejected at this stage if it does not fulfil eligibility Criteria or if it fails to achieve the minimum Technical score indicated.

4.2 The 'Financial Proposal' of only those applicants shall be opened whose 'Technical Proposal' qualifies. The committee will determine whether the Financial Proposals are complete, and shall correct any computational errors, if any.

4.3 The lowest bidder (F_m) will be given a financial score (S_f) of 100 points. The financial score (S_f) of the other financial proposal will be computed as follows :-

$$S_f = 100 \times \frac{F_m}{F}$$

(S_f is the financial score, F_m is the lowest quote i.e. percentage quoted and F is the percentage quoted for the proposal under consideration)

4.4 The proposals will be ranked according to their combined technical (St) and financial (Sf) score, giving 70% weight to technical score and 30% weight to financial Score as under :

$$S = 0.70 \times St + 0.30 \times Sf$$

4.5 The selected applicant shall be first ranked applicant (having highest combined score).

4.6 After final selection, a Letter of Award (LOA) shall be issued by and the successful applicant shall, within the date specified in LOA, enter into an agreement with IIM Shillong.

4.7 Before signing the agreement, an unconditional performance guarantee amounting to Rs. 1.00 Lakhs, in the form of Bank Guarantee (BG), shall be submitted by the successful consultant. However later on after the preparation of DPR the amount of performance guarantee shall be calculated again which shall be equal to 10% of the consultancy fee calculated on the basis of DPR cost as prepared by the consultant. In case this amount works out more than Rs. 1.00 Lakhs then additional Bank Guarantee for the amount in excess of amount of Rs. 1.00 Lakhs shall be deposited by the successful consultant

4.8 The EMD of the successful applicant shall be returned after signing of the agreement.

4.9 The Bid Security/EMD and Financial proposals of unsuccessful applicants shall be returned unopened after completing the selection process.

General Conditions of Contract

1.0 Definitions

The **Authority means** Indian Institute of Management Shillong.

The Consultant is a person or Firm whose Bid has been accepted by IIM Shillong

The **Consultant's Bid** is the completed Bidding Documents submitted by the Consultant to IIM Shillong and includes Technical & Financial Bid.

Communication between parties are the written and signed letters, notices, reminders, memorandum.

The **Contract** is the contract between IIM Shillong and the Consultant. It consists of the documents listed in Clause 2 below.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **Months** are calendar months.

A **Defect** is any part of the assignment not completed in accordance with the Contract.

The **Bid Evaluation Committee [BEC]** is the committee constituted by IIM Shillong for receiving, opening, processing and evaluating the bids.

2.0 Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. IIM Shillong will provide instructions clarifying queries about the Conditions of the Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- a) Agreement
- b) Letter of Acceptance
- c) General Conditions of Contract

If there are varying or conflicting provisions in the documents forming part of the contract, IIM Shillong competent to approve the tender shall be the final deciding authority with regard to the intention of the document.

4.0 Delegation

4.1 IIM Shillong may delegate any of his duties and responsibilities to other person after notifying the Consultant and may cancel any delegation after notifying the Consultant.

5.0 Communications

5.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered under Registered post or Speed post or other electronic means.

6.0 Scope of Services :

The scope of services to be provided by the consultant as landscape architect shall broadly consist of planning and design of landscaping & Horticulture works on a 5.00 Acre area at IIM Shillong Umsawli campus as per following details :

- i. Open Space Design – Hard & Soft Areas
- ii. Landscape Structures & Features
- iii. Horticulture planning and design
- iv. Irrigation System, Surface Drainage & Water Management (Rainwater Harvesting)
- v. Graphic Design and Artefacts/ Sculpture (Local Architecture elements)
- vi. Pedestrian Pathways
- vii. Kiosks, Gazebo & Recreation Area
- viii. Street/garden Furniture (including Garbage Bins)
- ix. Design for planting trees, shrubs, ground cover plants & grass areas to fulfil environmental, aesthetic and functional requirements.
- x. Rock Garden etc..

The details regarding various stages w.r.t. scope of services shall be as under: -

6.1 Stage 1 - Preparation of concept Design and its approval

- i. Preparation of concept landscape & Horticulture design with overall space planning in the form of plans, drawings, sketches, 3Dmodels, walk through or combination thereof whichever is appropriate to communicate the Concept and making presentation before the Competent Authority for approval of the same.

6.2 Stage 2 - Preparation of Preliminary Design & Drawings

- i. Modification of conceptual landscape & horticulture design incorporating the suggestions/changes proposed by IIM Shillong & preparation of preliminary drawings for approval by IIM Shillong
- ii. Preparation of Rough Cost Estimates on the basis of preliminary drawings for approval by IIM Shillong.

6.3 Stage 3 - Preparation of Working Drawings & Tender Documents

- i. Preparation of detailed tender drawings which shall include drawings for the scope of services mentioned at para 6.0 above.
- ii. Preparation of detailed specifications and schedule of quantities/Bill of Quantities (BOQ), supported with measurement sheets.
- iii. Preparation of detailed estimates of Cost (based on DSR with relevany Cost Index/Market rates).
- iv. Preparation of analysis of rates for all Non-DSR items taken in the estimate.
- v. Submit supporting design calculations of design (if any).

6.4 Stage 4 - Construction Stage:

- i. Preparation and issue of working drawings, 'Good for Construction' drawings and details for proper execution of works during construction.
- ii. Render advice on the suitability of various samples of materials, if required.
- iii. Visit site of work atleast 2 times a week in the 1st Year and twice a month from 2nd & 3rd year onwards at intervals for clarification of drawings/decisions, verification of quality of the work, attend conferences/meetings as and when required.

6.5 Stage 5 - Post Construction Stage :

- i. Prepare and supply 'as built' completion drawings including elevations & sections and details of services.

7.0 Time Schedule

The Commencement of the Consultant's Services will be considered from the date of signing of the agreement. The time period for the completion of services shall be as under :

S. No.	Stage	Time Duration (In Days)
1.	Stage 1 - Preparation of concept Design and its approval	15
2.	Stage 2 - Preparation of Preliminary Design & Drawings	15
3.	Stage 3 - Preparation of Working Drawings & Tender Documents	30
4.	Stage 4 - Construction Stage	As per Construction Schedule
5.	Stage 5 - Post Construction Stage	30 days after completion of work.

8.0 Responsibility for Delay:

Any delay on time schedule in completing the different stages or/and in the full completion of the services, other than the delay purely attributable to IIM Shillong or any other agency will be attributed to the consultant. In case of such delay, compensation, as specified in Clause 10.0 below will be levied by IIM Shillong.

9.0 Extension of time:

Extension of time may be granted by IIM Shillong if reasonable and sufficient grounds as per assessment of IIM Shillong exists for delay by consultant in fulfilling his obligations. No financial

claim shall be entertained by IIM Shillong attributable to such extension of time. The extension of time shall also be without prejudice to the right of IIM Shillong to claim compensation from the consultant for delay.

10.0 Compensation for Delay:

The time allowed for carrying out the services as specified or agreed shall strictly be observed by the consultant and shall be essence of the contract. The work shall throughout the stipulated period of contract be processed with all diligence and in the event of failure of consultant to complete the services within agreed time schedule, due to its delays or failures; the consultant shall pay compensation @ 0.50% the total consultancy fee per week subject to maximum of 10% of the total consultancy fee payable to the consultant. The decision of the competent authority of IIM Shillong to levy compensation for delay and the amount of compensation levied is final & binding and is completely excluded from preview of the conciliation and arbitration. The amount of compensation may be adjusted or set off against any sum payable to the consultant under this contract.

11.0 Standard of Performance:

The consultant shall perform the services and carry out its obligation with all due diligence, efficiency and economy, in accordance with generally accepted professional practices.

12.0 Performance Security:

12.1 As security for the due and faithful performance and discharge of all obligations in terms of provision of the contract, Performance Security amounting to Rs. 2.00 Lakhs in the form of Bank Guarantee shall be furnished by the successful consultant to IIM Shillong no later than the date specified in the letter of award. The Performance Security shall be in the form of unconditional Bank Guarantee issued by a bank acceptable to IIM Shillong and shall be valid until a date pursuant to completion of the assignment. However, later on after the preparation of DPR the amount of performance guarantee shall be calculated again which shall be equal to

10% of the consultancy fee calculated on the basis of DPR cost as prepared by the consultant. In case this amount works out more than Rs. 2.00 Lakhs then additional Bank Guarantee for the amount in excess of amount of Rs. 2.00 Lakhs shall be deposited by the successful consultant.

12.2 If the successful bidder fails to perform the services satisfactorily in accordance with the provision of this agreement, the Performance Security shall be forfeited.

12.3 The Performance Security will be released within 15 days of successful completion of the assignment if the performance of the successful bidder is found to be satisfactory & in accordance with provisions of the contract.

13.0 Right to limit the Scope of the Consultancy:

IIM Shillong reserves the right to limit the Scope of Consultancy to full or part. The Consultant will not be entitled to claim any compensation on account limiting the Scope of Consultancy.

14.0 Variation & Changes in Scope of Services :

IIM Shillong shall have the power to make any variations, alternations, omissions, additions to or substitutions in the original Scope of Services as per actual requirement during the time schedule and the Consultant shall be bound to carry out the variations in accordance with instructions given by IIM Shillong. Such alternations / additions / substitutions shall not invalidate the contract and shall be carried out by the consultant on the same conditions in all respects.

For payment of variations, the Consultant shall provide a quotations (with breakdown of unit rates) for carrying out variations. IIM Shillong shall examine the quotation and approve the rates for the variation.

15.0 Payment Terms :

The schedule of payments to the Consultant shall be as under :

S. No.	Stage	% age of Consultancy fee to be paid
1.	On Completion of Stage - 1	5% of total consultancy fee payable.
2.	On Completion of Stage - 2	10% of total consultancy fee payable.
3	On Completion of Stage - 3	40% of total consultancy fee payable.
4	On Completion of Stage - 4	35% of total consultancy fee payable.
5	1 Month after Stage - 5	10% of total consultancy fee payable

Note :

- i. For the purpose of payment of consultancy fee for different stages as mentioned above, the consultancy fee shall initially be calculated based on the approved DPR amount. However, after the completion of work, the total consultancy fee shall be calculated on the basis of actual amount of work done and the consultancy fee already released shall be adjusted accordingly.
- ii. Payment for Stage-1 and Stage-2 shall be released only after completion of that Stage.
- iii. Payment for Stage-3 may be released in parts based on the services completed under Stage -3.
- iv. Payment for Stage-4 shall be released based on the physical progress of construction work.

16. Replacement of Key Personnel

16.1 In the event that any of the key personnel proposed is found by IIM Shillong to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, IIM Shillong may request the Consultant, at the expense of the Consultant, to forth with provide a replacement with

suitable qualification and experience acceptable to IIM Shillong and the Consultant shall provide such replacement.

16.2 Should it become necessary for the Consultant to replace any of the key personnel, the Consultant shall forth with provide a replacement acceptable to IIM Shillong with comparable or better qualification.

17. Disputes Resolution Mechanism

In case of any dispute or differences between IIM Shillong and the Consultant or any disputes relating to the interpretation or enforcement of this Agreement and all related issues including any question regarding its existence, validity or termination, which cannot be amicably resolved, shall be referred to and finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or its modified enactment, if any.

The arbitration proceedings shall be conducted in English language and the venue for the same shall be at Shillong. The Arbitrator shall be appointed by the Director IIM Shillong on an application made by either party, within 30 days of non- resolution of such dispute. Any Award or decision of the Arbitrator shall be final and binding upon the parties. Courts situated in Shillong only shall have jurisdiction over this agreement.

18. TERMINATION

18.1 IIM Shillong or the Consultant may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract.

18.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Consultant fails to complete the assignment as per Scope of the Work;

(b) IIM Shillong or the Consultant is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the standard of performance of the Consultant, in the judgment of IIM Shillong is

unsatisfactory; and

(d) If the Consultant, in the judgment of IIM Shillong has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(e) If the Consultant commits any acts of defaults with respect to conditions of contract.

18.3 Notwithstanding the above, IIM Shillong may terminate the Contract for convenience.

18.4 If the Contract is terminated the Consultant shall stop work immediately.

18.5 After the termination of the contract under this clause, IIM Shillong shall be at liberty to get the balance work executed through some other Consultant or to abandon the balance work altogether or to modify the scope of the work in any manner. The Consultant shall have no claim against IIM Shillong in this regard.

19. PAYMENT UPON TERMINATION

19.1 If the Contract is terminated because of a fundamental breach of Contract by the Consultant, the performance security shall be forfeited and got encashed.

19.2 If the Contract is terminated at IIM Shillong convenience or because of a fundamental breach of Contract by IIM Shillong, IIM Shillong shall issue a certificate for the value of the work done. The advance payment received upto to the date of the certificate, other recoveries due in terms of the contract and the taxes due to be deducted at source as per applicable law, shall be deducted from the value of the work.

19.3 No Compensation for Alteration in or Restriction in Works

If at any time after the commencement of the work IIM Shillong, for any reason whatsoever, does not require the whole Work or part thereof to be carried out, IIM Shillong shall give notice in writing of the fact to the Consultant, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out.

20. RELEASE FOR PERFORMANCE

20.1 If the Contract is terminated due to outbreak of war, Pandemic or by any other assignment entirely outside the control of either IIM Shillong or the Consultant, IIM Shillong shall certify that the Contract has been terminated. The Consultant shall stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards.

Form 1A : Proposal Submission Form

[Location, Date]

From: [Name of the Firm]

To

The Chief Administrative Officer,
IIM Shillong
Umsawli Campus, Shillong
793018

Subject: "Selection of Consultant for Landscaping & Horticulture works at IIM Shillong.

Sir,

We, the undersigned, offer to carry out the subject cited assignment in accordance with your RFP dated [Date]. We hereby submit our bid, which includes EMD, Technical and Financial Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Signature: Name & Designation of the
 authorized Signatory:
 Name of Consultant:
 Address:

Form 1B : Technical Proposal Submission Form

Proof of Registration/Establishment of Consultant/Consultancy Firm

Proof of Registration/Establishment of Consultant/Consultancy Firm

Form 1C : List of Similar Assignment

Part (A)

Assignment Name :	
Name of Client :	
Assignment Cost :	
Start Date (Month/Year) : Completion Date (Month / Year) :	

Note :

- i. The specific experience certificate should be signed by the Competent Authority of the organization for which assignment has been done.
- ii. Self- attestation of copy of experience shall be done by the bidder.

Form 1D : Proof of Annual Average receipts from professional fees/Consultancy Services during the last 3 financial years.

The Consultant may enclose its Tax Statement for the last three financial years for this purpose.

Form 1E : Format for Qualification/Experience of Key Personnel's proposed

Name of Key Personnel

.....

..... Designation

.....

..... Date of Birth

.....

..... Years with Firm/entity

.....

..... Membership in Professional Societies

.....

Key Qualification :

(Give on outline of experience and training most pertinent to tasks on assignment).

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Education :

(Summarize college/university and other specialised education)

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Employment Record :

(Starting with present position, list in reverse order every employment held in the last 10 years giving types of activities performed and client references).

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Certification :

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature of the Key Personnel

Date

Financial Proposal**Form 1F**

SI No.	Details of work	Fee as a percentage of the Estimated Project Cost/Actual project cost inclusive of GST
1	Providing Consultancy Services for Landscaping & Horticulture works at IIM Shillong Umsawli Campus	
Total	(In words)	