



भारतीय प्रौद्योगिकी
संस्थान जम्मू
INDIAN INSTITUTE OF
TECHNOLOGY JAMMU

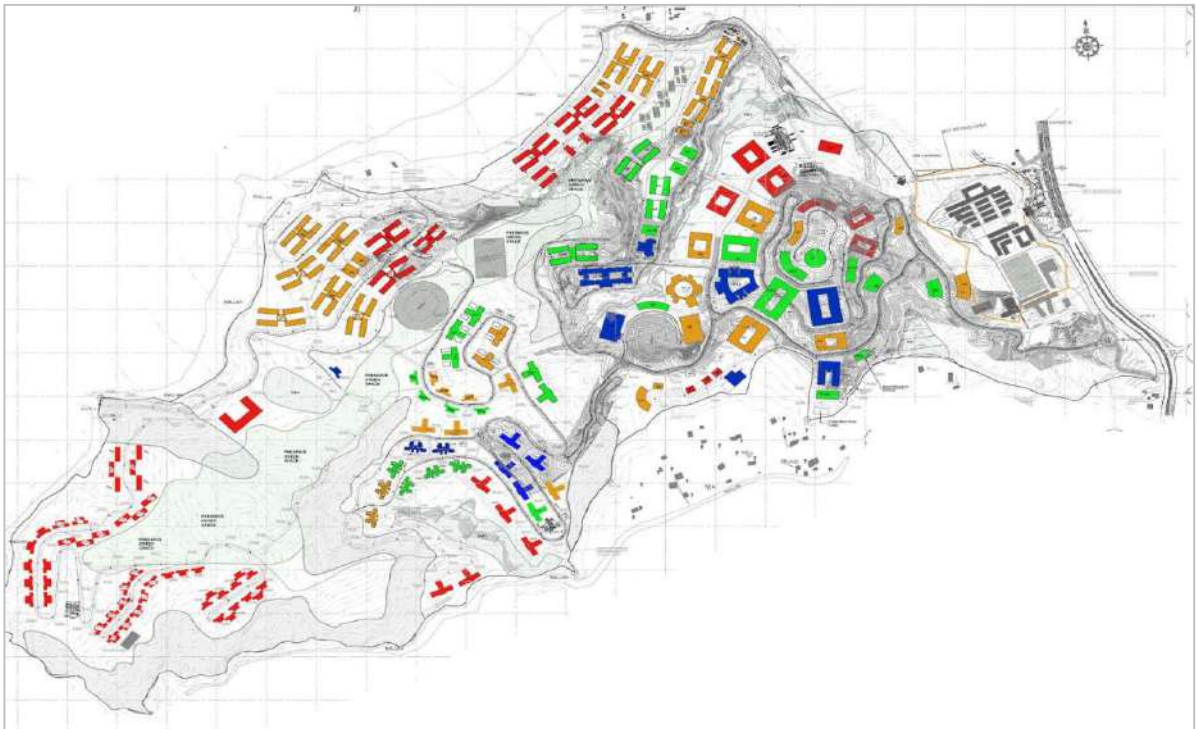
INDIAN INSTITUTE OF TECHNOLOGY JAMMU

Request for Proposal

Selection of Signage Consultant
for Campus Signage Design and Way Finding
System for IIT Jammu

RFP No: IITJMU/IPM/SP-43/2020-21

Dated: 30.12.2020



IIT Jammu, RFP for Campus Signage Design and Way Finding System

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SCHEDULE	
Date of Issue/Publishing	30.12.2020 (18:00 Hrs)
Document Download/Sale Start Date	30.12.2020 (18:00 Hrs)
Document Download/Sale End Date	20.01.2021 (16:00 Hrs)
Last Date and Time for Uploading of Bids	20.01.2021 (16:00 Hrs)
Last Date and Time for receipt of queries	08.01.2021 (13:00 Hrs)
Date & Time of Opening of Technical Bids	21.01.2021 (16:00 Hrs)
Date of Opening of Commercial Bids	will be informed later
No. of Covers (1/2/3/4)	02
Email Address	procurement@iitjammu.ac.in ankit.kathuria@iitjammu.ac.in
Processing Fee (Non Refundable)	Rs. 1180/- (Rs 1,000/- +18% GST) Demand draft drawn in favor of “Indian Institute of Technology Jammu” payable at Jammu
Performance Security	3% of contract value

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General Terms of Reference

1 INTRODUCTION

- 1.1 Indian Institute of Technology Jammu hereinafter called “the Institute/IITJMU which term shall include its duly authorized representatives and assigns”, wishes to get the campus signage and way finding system design and signage for buildings, laboratories, offices, class rooms, facilities, etc for its permanent campus”, hereinafter called “the Project”, in Jagti campus located north of Jammu city along National Highway 44 connecting Jammu to Katra, hereinafter called “the Site”.
- 1.2 The consultant responsible for the campus signage and way finding system design of permanent campus of IITJMU, hereinafter called ‘The Signage Consultant’.
- 1.3 As a part of the process of selection of Signage Consultant(s) for Campus Signage and Way Finding System design are hereby invited from reputed organizations or consortia of not more than two organizations that possess proven professional capabilities in Signage Design for different type of establishments, and are eligible as per the primary eligibility criteria contained in this document. Such organisation or consortium is hereinafter referred to as “Applicant”. (Please refer Annexure 1 for the primary eligibility criteria.)
- 1.4 Applicants may be reputed and experienced Design Firms or a Consortium of two firms with a Design Firm as their lead member.
- 1.5 Consultants/Firms may associate with each other to form a consortium to complement their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The consortium may take the form of a joint venture or of a sub consultancy. In case of a joint venture, all members of the joint venture shall sign the contract and shall be jointly and severally liable for the entire assignment.
- 1.6 Consortia will be considered eligible only if the same are formed by a legal document with clear indication of the duties and responsibilities of each partner in the implementation of this consultancy assignment. Notarized copy of such document along with the power of attorney instrument for the authorized signatory of the consortium are to be submitted along with technical bid without which the bid proposal will be summarily rejected. Please also refer Annexure 7 for the format of the Letter of Consortium to be submitted along with the aforementioned legal documents.
- 1.7 The RFP document can be downloaded from the institute’s website (www.iitjammu.ac.in). The document can also be sought from the address below during office hours on all working days from 30.12.2020 (18:00 Hrs) till 20.01.2021 (16:00 Hrs):

The Director,
Indian Institute of Technology Jammu,
Jagti, NH 44, PO Nagrota
Jammu-181221 J&K, India
- 1.8 This Request for Proposal (RFP) is addressed to only those applicants that may be eligible as per the primary eligibility criteria contained in this document. The purpose

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of this RFP document is to provide information to the eligible applicants for preparation of their proposals for the selection process.

- 1.9 Information contained in this RFP document reflects various assumptions and assessment based on current understanding of the Institute. Each applicant may require to augment this information with their own experience to develop and submit technical and financial proposals.
- 1.10 Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the Institute's structure, Project needs, Site conditions, local environment, functional and statutory requirements for development of the various components of such a campus and accordingly make proposals.
- 1.11 Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner as specified in this document.
- 1.12 **Applicants are required to submit a non-refundable processing fee of Rs.1180/-) in the form of demand draft drawn in favour of "Indian Institute of Technology Jammu" payable at Jammu**
- 1.13 Applications submitted without the requisite processing fees may be summarily rejected.
- 1.14 In case of consortium, the Institute shall deal with only the lead member of the consortium for all purposes.
- 1.15 The Institute reserves the right to award any part of campus for project to one or more design firms or consortium as selected or to any other firm or consortium as per sole discretion of the Institute.
- 1.16 The Institute reserves the right to cancel this RFP at any stage without any liability or any obligation, and without assigning any reason.
- 1.17 The progress of the work will be monitored by a committee on monthly basis. If the quality or progress of work is not found satisfactory, then the contract would be terminated without notice at the sole discretion of the Institute.

2 THE INSTITUTE

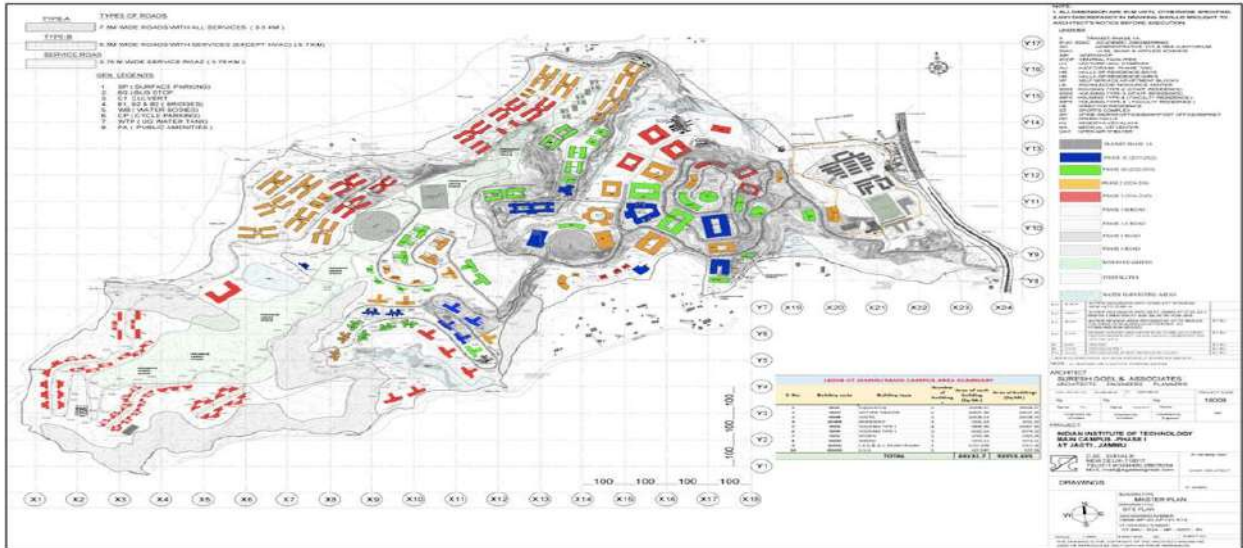
IIT Jammu is an Institute of National Importance funded by the Government of India. It was inaugurated on 6th August, 2016. Currently, IIT Jammu has two operational campuses; one at Paloura and another one at Jagti, Nagrota. The Institute provides cutting-edge academic and research infrastructure for the growth of its students and faculty.

3 PROJECT BACKGROUND AND SCOPE

The 400 acres lush green Jagti campus, about 20 km away from Jammu airport and Jammu Tawi Railway Station, is spread over 25 acres currently with a beautiful landscape closer to Trikuta hills. As a gift, it affords lovely vistas of the hills which gives an abundance of raw beauty in and around the Jagti campus. The hostels are well equipped for a comfortable lodging and boarding for 650 students. The on-campus facilities include hostel accommodation for all students closer to academic area,

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cafeteria, open gym, laundry centers, digital classrooms, ubiquitous anytime WiFi, music room, TT tables, snooker table, dispensary, and a common hall with TV for indoor recreational activities.



3.1 Project Brief

Part 1: Signage Consultancy for Phase 1A, 1B and 1C

IIT Jammu is expanding their main Campus in Jagti, Nagrota, which consists of 400 acres. Currently the Phase 1 A (also called as Transit Phase) of the main campus, spread across 25 acres, is operational. Phase 1 B and 1 C are undergoing construction.

IIT Jammu is expecting to have a way finding system for Phase 1A, 1B & 1C which is the current scope of this document.

Part 2: Guideline document

IIT Jammu will be expanding their permanent campus in upcoming years and there will be minor changes in 1A, 1B & 1C areas, a way finding guideline document will help them to revise the signage system and ensure hassle free circulation of the users, as well as maintain a distinct design language.

Deliverables:

Design consultancy for wayfinding signage and delivery of design intent drawings.

1. Wayfinding strategy and Concept design for signage.
2. Signages for Buildings, laboratories, Offices, Class rooms, facilities, etc.
3. Sign Design Document.
4. Schematic Sign Application, Schedule, content.

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5. BOQ
6. Standard Typical Artworks templates
7. Design Guideline document
8. Final samples of different types of signage's

3.2 SCOPE OF WORK

Part 1: Phase I- Research Study & Way finding and other signage Design Strategy			
Stage	Activities	Deliverables	Timeline (weeks)
Stage1: Research and Audit	<ul style="list-style-type: none"> • Kick-off meeting. Understanding space and environment, operational requirements, clients expectations and establishing benchmarking and collecting all the data. • Site Visit and Survey – Identify and understand the type of facility, building and other natural features. • Understand the Signage Consultantalural elements in terms of layouts, zone design themes and features. 	A list of elements to be designed for this environment.	3
Stage 2:Conceptual design, graphics, maintenance and material	<ul style="list-style-type: none"> • Design of wayfinding and other signage strategy, sign system as principle of signing, establishing sign hierarchy • Sign types under design scope - Main Building sign, Exterior Site Signs, Direction signs, name signs, Floor directories, regulatory and statutory signs, Information signs. • It would include signage for Offices, rooms, Classrooms, facilities, name plates, etc. 	Concept design for sign types, illustrations.	4
Stage 3:Detailed Way finding Strategy and Implementation	<ul style="list-style-type: none"> •Design of way finding and other signage strategy, sign system as principle of signing, establishing sign hierarchy • Sign types under design scope - Main Building sign, Exterior Site Signs, Direction signs, name signs, Floor directories, regulatory and statutory signs, Information signs. • It would include signage for Offices, rooms, Classrooms, facilities, name plates, etc. 	Strategy document.	3
Stage 4: Design Detailing	<ul style="list-style-type: none"> • Detailing of signs – Dimensions, materials, Tentative costing, Colours • Signs design drawings and material specifications • Schematic And typical sign application through illustrations. Typical signing situations. • Graphic design standards. Treatment to symbols, maps, colours and typical templates. • Indicative thumb rule estimates for sign fabrication and installation. 	Sign design document, materials and specifications and Graphic design.	6

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	<ul style="list-style-type: none"> • Testing of signs through 1:1 Mockups for testing Readability, Colours and composition. Also, final samples of all types signage's along with the fixtures will be installed at IIT Jammu campus before moving to the next stage. 		
Stage 5: Sign application and tender documents	<ul style="list-style-type: none"> • Sign application and coordination with other Services, operational requirements. • Preparing sign application drawings (PDF, CAD) Preparing sign schedules (Excel) • Generating templates for sign graphics. • Generating BOQ for sign implementation. • Suggesting vendors for project implementation and preparing the tender document 	Sign application drawings and schedules, BOQ and templates for graphics, vendor suggestions.	4
Part I: Phase 2- Implementation support and supervision			
Stage 1: Implementation Initiation	<ul style="list-style-type: none"> • Briefing Vendor on details and drawings • Checking first prototypes and samples for approval of quality, detailing and construction, use of materials and colours. • Approval of typical sign design prototypes as Glass case examples for complete project and project control. • Checking the customized artworks and graphics prepared by vendor. • Checking shop drawings and customized sign fixing details. 	Assisting vendor in his queries and approval of prototypes and artworks	6
Stage 2: Supervision of production and Installation	<ul style="list-style-type: none"> • Periodic supervision of sign production and installation. (Minimum 1 visit in a month). 	Supervision checks and reports	15 weeks
Part 2: Guideline Document			
Stage 1 : Guideline document for Phase 1 A, 1 B and 1C and upcoming phases	<ul style="list-style-type: none"> • Complete design document with guidelines for production and execution of the way finding signages • Detailing of signs for revisions – Dimensions, materials, Tentative costing, Colours • Signs design drawings and material specifications including do's & don'ts • Schematic and typical sign application through illustrations. Typical signing situations. 	Informational document (Guideline Document)	2

4 SCHEDULE OF FEES:

4.1 The total fees payable (phase wise) to The Signage Consultant in accordance with the scope of project and stages is given below:

<i>S. No.</i>	<i>Stage</i>	<i>Description</i>	<i>Payment Schedule</i>
1	Stage 1	Advance (On submission of Bank Guarantee)	Upto Rs. 5 Lakhs

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2	Stage 2	Part 1 Phase 1 Stage 1 Research and Audit	10% of Award Value (-) Stage 1
3	Stage 3	Part 1 Phase 1 Stage 2 Conceptual design, graphics, maintenance and material	15% of Award Value (-) Stage 1 & Stage 2
4	Stage 4	Part 1 Phase 1 Stage 3 Detailed Way finding Strategy and Implementation	20% of Award Value (-) Stage 1, Stage 2 & Stage 3
5	Stage 5	Part 1 Phase 1 Stage 4 Design Detailing	35% of Award Value (-) Stage 1, Stage 2, Stage 3 & Stage 4
6	Stage 6	Part 1 Phase 1 Stage 5 Sign application and tender documents	55% of Award Value (-) Stage 1, Stage 2, Stage 3, Stage 4 & Stage 5
7	Stage 7	Part 1 Phase 2 Stage 1 Implementation Initiation	65% of Award Value (-) Stage 1, Stage 2, Stage 3, Stage 4, Stage 5 & Stage 6
8	Stage 8	Part 1 Phase 2 Stage 2 Supervision of production and Installation	70% of Award Value (-) Stage 1, Stage 2, Stage 3, Stage 4, Stage 5, Stage 6 & Stage 7
9	Stage 9	Part 2 Stage 1 Guideline document for Phase 1 A, 1 B and 1C and upcoming phases	90% of Award Value (-) Stage 1, Stage 2, Stage 3, Stage 4, Stage 5, Stage 6, Stage 7 & Stage 8
10	Stage 10	On Completion of the execution	100% of Award Value (-) Stage 1, Stage 2, Stage 3, Stage 4, Stage 5, Stage 6, Stage 7, Stage 8 & Stage 9

- 4.2 The fees shall be inclusive of all expenses (both direct and indirect) relating to the performance of the Contract for the entire period of Contract excluding service tax and cess thereon, if any, which shall be payable extra as applicable as reimbursement.
- 4.3 The Signage Consultant shall not be entitled to any payment or remuneration, over and above the fees hereinbefore stipulated, on account of any delay caused by any reason, whatsoever.
- 4.4 Deductions on account of Income tax and other statutory provisions shall be made by IITJMU, upon payment of fees or any other payments whatsoever to the Signage Consultant as per prevalent rules / provisions.
- 4.5 The stage wise fees as prescribed in para 4.1, shall be payable within 30 days of completion of the specified component of the work to the entire satisfaction of the Institute and in accordance with the terms of Contract and the Scope of Services as enunciated in this document.
- 4.6 The Bank Guarantee required for advance if any (as agreed by the institute) shall be obtained from any scheduled bank and shall be valid up to one year from date of issue. In case the next stage milestone is extended by the Institute, the Signage Consultant shall get the validity of Bank Guarantee extended to cover such enlarged time for completion of work up to the next stage of payment. After the payment of next stage of fees with adjustment for advance by the Institute, the bank guarantee shall be returned to the Signage Consultant, without any interest.
- 4.7 Out of pocket expenses: No out of pocket expenses shall be admissible. For short stay of professionals/staff of the Signage Consultant visiting Jammu

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in connection with the performance of the Contract. Room rents and board, as applicable to outside visitors/faculty on Institute work, shall be payable by the Signage Consultant in such a case. Similarly, all travel and touring, international, domestic, local, to site or for meetings, etc. by any means of transport are all deemed to be included in the fee and shall accordingly be borne by the Signage Consultant and their representatives directly.

- 4.8 All payments made by the Institute to the Applicant for any purpose whatsoever shall be in Indian Rupees only. Compliance with the foreign exchange regulation of India or any other country shall be the sole responsibility of the Applicant; and IITJMU shall in no way be involved directly or indirectly.

5. THE SELECTION PROCESS

The process of selection of firm to design campus signage and way finding system shall be conducted in four (4) stages as chronologically described, hereafter, in para 5.1 through para 5.4.

5.1. PREQUALIFICATION (STAGE-1):

- 5.1.1. All queries and clarifications regarding this RFP and its contents must reach the Institute on or before 1:00 P.M. on 08.01.2021. Queries and clarifications sought may also be submitted by e-mail, sent to ankit.kathuria@iitjammu.ac.in, before 1:00 P.M. on 08.01.2021 The Institute reserves the right not to entertain and/or answer any queries, clarifications and the like that are received after the said date and time.
- 5.1.2. The purpose of pre-qualification is to prepare a list of all eligible Applicants.
- 5.1.3. The prequalification shall be decided on the basis of evaluation of documentary evidence provided by the applicants in support of their eligibility according to the Primary Eligibility Criteria as listed in Annexure 1.

5.2. EVALUATION OF TECHNICAL CAPABILITY (STAGE-2):

- 5.2.1. Technical capability of all the applicants pre-qualified after Stage-1 shall be evaluated according to the prescribed Evaluation Criteria listed at Annexure 2.
- 5.2.2. The purpose of evaluation of technical capability at Stage-2 is to further shortlist the Applicants based on their past experience, experience of key personal and financial strength. Only the shortlisted Applicants shall be eligible for participation in the next stage of technical evaluation.
- 5.2.3. The Institute will constitute a Committee to award marks i.e. Technical Score 1 (TS1) out of maximum 100 marks to the pre-

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qualified applicants on the basis of the documents and details submitted in support of the prescribed Evaluation Criteria

- 5.2.4. A proposal will be considered unsuitable and shall be rejected if it does not respond to the RFP document.
- 5.2.5. The Committee shall prepare a list in order of merit for shortlisting any number of Applicants on the basis of marks awarded as per the prescribed Evaluation Criteria (Annexure 2). Merit list shall include only those applicants scoring 50 % marks and above out of 70 marks will only be qualified for next stage of qualification.
- 5.2.6. In case of a tie in marks between any number of applicants at any rank, preference shall be applied in the following order:
 - 5.2.6.1. First preference to the applicant with highest marks in section 3 of evaluation criteria;
 - 5.2.6.2. Next preference to the applicant with highest marks in section 2 of evaluation criteria;
 - 5.2.6.3. Next preference to the applicant with highest marks in section 1 of evaluation criteria;
 - 5.2.6.4. The marks allotted to various applicants shall be the sole prerogative of the Committee. The decision of the Committee shall be final and binding on all.

5.3. EVALUATION OF TECHNICAL PROPOSALS (STAGE-3):

- 5.3.1. The Institute will constitute a Jury to review and evaluate the options and themes related to campus signage design and way finding proposed by the qualified applicants shortlisted after Stage-2. The Jury shall consist of 4 to 5 persons with expertise in Signage Consultanture, engineering, technological education, and different perspectives. A separate email will be forwarded to the applicants shortlisted for Stage -3 with other details.
- 5.3.2. The purpose of evaluation of technical proposals at Stage-3 is to finalize the top three applicants for opening of financial bids
- 5.3.3. The broad parameters for evaluation of Technical proposals shall be as follows:

Evaluation Criteria for Technical Proposals
i) Design Concept and understanding of assignment, approach and methodology
ii) Creativity and Value
iii) Understanding of ecological and local material concepts
iv) Presentation and communication

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v) Capability and suitability for project delivery

- 5.3.4. Based on the broad evaluation parameters as given in the previous para 5.3.3, the Jury shall decide on the detailed parameters for award of marks, with 100 maximum marks, for Stage-3.
- 5.3.5. Each of the qualified applicants shortlisted after Stage-2, shall be evaluated by the Jury and awarded marks i.e. Technical Score (TS) out of maximum 100 marks.
- 5.3.6. The Jury shall select three top ranking technical proposals from the shortlist of applicants. Only these three applicants shall be called for opening of their financial bids.
- 5.3.7. The discretion and decision of the Jury in respect of the award of marks for the Technical Proposals shall be final and binding on all applicants without any right of appeal.
- 5.3.8. The Technical score (TS) of the applicants shall be announced before opening of the financial bids.
- 5.4. OPENING OF FINANCIAL BIDS, FINAL SELECTION, AND AWARD OF WORK (STAGE-4):
- 5.4.1. Financial proposals shall be opened in the presence of applicants or their representatives who choose to attend.
- 5.4.2. After opening of the financial proposals of the top three applicants, the Lowest Financial proposal amongst all opened Financial proposals shall be given a financial score of 100 marks. The financial score of other proposals will be determined using the following formula:
- $$FS = 100 \times FL / F$$
- Here FS is the financial score, FL is the Lowest Financial proposal among all, and F is the Financial proposal of the particular applicant for the particular category of buildings.
- 5.4.3. For the purpose of calculation of composite score (S) for each proposal, the weightage shall be 70% for Technical Score (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:
- $$S = TS \times 0.7 + FS \times 0.3$$
- 5.4.4. Proposals will be ranked according to their composite scores and will be listed in the order of merit as H1, H2, and H3 per category of buildings.
- 5.4.5. The top scorer H1 per category of buildings may be eligible for award of work or part thereof, at the discretion of the Institute.

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- 5.4.6. In case of a tie at the top position between two or more applicants, preference shall be given to the applicant who has a higher Technical Score (TS), and this applicant will be required to match the lowest price bid amongst those in the tie.
- 5.4.7. In case the applicant selected in a tie, as referred above, refuses to accept the lowest price bid, the next applicant (in the order of merit list for technical proposals) shall be invited for the acceptance of the lowest price bid; and so on, till the lowest price bid is matched.
- 5.4.8. The selection above does not automatically confer any right whatsoever on any applicant for award of whole of the work as described in the scope of services or part thereof.
- 5.4.9. The Institute reserves the right to award whole of the work or part thereof to any other shortlisted applicant(s) or its constituents, consultants or subconsultants, or any individual or agency other than those shortlisted, as it may deem fit.
- 5.4.10. The Signage Consultant selected, may be called for negotiations, if any, by the Institute, regarding all aspects of the financial as well as technical proposals submitted by it in response to the RFP, before the award of work or part thereof.
- 5.4.11. In case of successful conclusion of the negotiations, the Institute will confirm to the selected organization its selection as the Signage Consultant, through a “Letter of Intent” by email/letter clearly stating the extent and the price agreed upon at the time of negotiations.
- 5.4.12. The Signage Consultant shall, thereafter, sign the Contract agreement within 15 days of the issue of such letter. The format of the Agreement is attached at Annexure 9 The RFP shall be deemed to form a part of the Contract.
- 5.4.13. The technical proposal as submitted by the successful applicant shall not be deemed to be the final Campus Signage Design and Wayfinding system proposal. As per mandate of this RFP, the successful applicant(s), appointed as Signage Consultant, shall have to comply with the Scope of Services as outlined in section 3.1 and 3.2 to develop and arrive at proposals for all contracted components of the Scope of Services, to the satisfaction of the Institute and its approval thereof.
- 5.4.14. The ownership of the proposals of all the applicants shall lie with the Institute in both the soft and hard copy.

6. HONORARIUM:

- 6.1. The top three technical proposals listed in the order of merit as T1, T2 and T3 after the Stage-3 technical evaluation shall be eligible for reward money of Rs 20,000/- each for their efforts and time.

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- 6.2. The above sums shall be payable in Indian Rupees and are inclusive of all taxes, including service tax, and are subject to income tax deductions/ any other tax deductions at source, as applicable at the time of payment.
 - 6.3. Compliance with the foreign exchange regulation of India or any other country shall be the sole responsibility of the applicant; and IITJMU shall in no way be involved directly or indirectly.
 - 6.4. No other payment will be made to meet travel or any other incidental expenses.
 - 6.5. The honorarium shall be disbursed after the final award of work.
 - 6.6. In the case of the applicant who is awarded the work, the reward money given will be adjusted as part of the total fee for professional services payable.
 - 6.7. In the event that the selected applicant refuses to take up the work, for any reason whatsoever, he shall forfeit the right to the monetary reward due to him as a winner.
7. SUBMISSION OF PROPOSALS:
- 7.1. Applicants shall submit their expression of interest subject to eligibility as per the primary eligibility criteria for the respective category.
 - 7.2. Applicants shall be required to submit their proposals in the following manner:
 - 7.2.1. Submission of Statement of Prequalification, Technical Capability and Financial proposal.
 - 7.3. Applicants shall submit their proposals on or before 4.00 PM of 20.01.2021 at the following address:

The Director,
Indian Institute of Technology Jammu,
Jagti, NH 44, PO Nagrota
Jammu-181221 J&K, India
 - 7.4. Submission shall include:
 - 7.4.1. Documents in two (2) copies, in support of Prequalification as per Primary Eligibility Criteria at Annexure 1.
 - 7.4.2. Documents in two (2) copies, in support of Technical Capability as per Evaluation criteria at Annexure 2.
 - 7.4.3. Processing Fees in one (1) copy, a separate sealed cover marked “Processing fees for Campus Signage and Way finding Solution Bid”.
 - 7.4.4. Financial Proposal in one (1) copy, in a separate sealed cover marked “Campus Signage Design and Way Finding System for IIT Jammu”.

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- 7.4.5. All the various envelopes and other documents shall be placed in one single sealed cover clearly marked as “Campus Signage Design and Way Finding System for IIT Jammu” with name of the applicant and contact details written thereon.
- 7.5. PRESENTATION:
- 7.5.1. After the submission of the proposal, IITJMU shall call all of the shortlisted applicants to make a presentation.
- 7.5.2. Each invited applicant will be allowed maximum 35 minutes for the presentation followed by up to 25 minutes for questions/viva-voce by the jury.
- 7.5.3. The presentation shall include:
- 7.5.3.1. A brief Introduction about the firm, similar projects undertaken, etc.
 - 7.5.3.2. The proposal as above
 - 7.5.3.3. Qualification and competence of the key personnel for the assignment
 - 7.5.3.4. Proposed work plan, design concept of campus signage design and way finding solution specific to IIT Jammu campus and time schedule
- 7.5.4. Applicants are advised to make themselves available for the presentation and viva-voce before the jury at the time and date given by IITJMU.
- 7.6. FORMAT FOR FINANCIAL PROPOSAL:
- 7.6.1. The financial proposal shall be submitted on The Signage Consultant letterhead and follow the format as specified in Annexure 10
- 7.6.2. The financial proposal shall be complete, unconditional and free from any computational errors.
- 7.6.3. The quoted fees percentage shall remain fixed for the entire period of Contract with no condition for escalation whatsoever.
- 7.6.4. The quoted fees shall be inclusive of all expenses (both direct and indirect) relating to the performance of the Contract for the entire period of Contract.
- 7.6.5. Omissions if any, shall not entitle the Applicant to be compensated. The liability to fulfill obligations as per scope of work within the total quoted fees shall rest solely with the Applicant.
- 7.6.6. All fees/charges relating to statutory approvals, payable to local bodies and other authorities/agencies, shall be dealt by Applicant.
- 7.6.7. All fees/charges payable as per the terms of appointment of agencies approved and appointed by IITJMU for vetting of

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designs and related calculations shall be paid directly by the Institute.

- 7.6.8. Compliance with the foreign exchange regulation of India or any other country while making this proposal shall be the sole responsibility of the applicant; and IITJMU shall in no way be involved directly or indirectly.

7.7. GENERAL CONDITIONS AND IMPORTANT INSTRUCTIONS:

- 7.7.1. The applicant shall bear all costs relating to the preparation and submission of proposals at all stages as sought in the RFP.
- 7.7.2. Each proposal whether layouts or services systems or policy or any other, must be duly supported by clearly referenced data presented in a logical and quantifiable format.
- 7.7.3. All proposals must be based on clearly referenced global best-practices and technologies, and must respect clearly identified and listed local constraints, resources and skills.
- 7.7.4. The Institute reserves the right to seek more details regarding the proof of qualifications, experience and capabilities of the key personnel.
- 7.7.5. The Institute reserves the right to issue corrigenda and addenda to this RFP document which shall be binding on all applicants.
- 7.7.6. The Institute reserves the right to amend, alter, modify, add and/or delete in part or full any requirements or terms and conditions contained in the RFP document at any time up to the stage of submission of Proposal, which shall be binding on all applicants.
- 7.7.7. All dates, place and time are subject to change and participants should regularly check for updated schedules on the Institute's website.
- 7.7.8. All latest information and clarifications, if any, shall be posted on the Institute's website. Applicants are advised to visit the website www.iitj.ac.in at regular intervals for any update with respect to the selection process.
- 7.7.9. The documents, and other information provided by IITJMU or submitted by the applicants to IITJMU, shall become and remain the property of the Institute.
- 7.7.10. All Intellectual Property Rights of the schemes and proposals submitted during the process of selection, shall rest with IITJMU.
- 7.7.11. No explanation and/or justification in any aspect relating to the selection process shall be given, and the decision of the Institute shall be final and binding on all without any right of appeal.
- 7.7.12. All provisions in this document are supplementary and complementary to each other and are not to be read in isolation.

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7.8. DISQUALIFICATIONS DURING SELECTION:

- 7.8.1. In the case where the constitution of the consortium, that has entered into contract with the Institute, is changed in any manner whatsoever at any stage, the Institute reserves the right to take appropriate decision regarding the termination of contract or modification in the scope of services, in full or part thereof.
- 7.8.2. The Institute reserves the right to debar the applicant/terminate the agreement with the final applicant selected for award of work, at any point of time, should any of the document/certificates as submitted be found to be fabricated or false, or a material misrepresentation is made or discovered, or the applicant does not provide the requisite information as required by the Institute within the stipulated period.
- 7.8.3. The Institute reserves the right to take appropriate decision in the cases where any contract of the applicant (of any constituent member – in case of consortium) is found to be in arbitration with any state or central government.
- 7.8.4. Disqualifications: IITJMU may, at its sole discretion and at any time during the process of selection, disqualify any applicant, if:
 - 7.8.4.1. The applicant has made misleading statements and/or has submitted false documents as part of this RFP submission at any stage of the selection process.
 - 7.8.4.2. The applicant submits a proposal that is incomplete and/or not accompanied by such documents as are required by the Institute.
 - 7.8.4.3. The applicant fails to provide clarifications related thereto, when sought;
 - 7.8.4.4. The applicant fails to submit document(s) that are sought as a part of this RFP, strictly in the form and manner specified by the Institute.
 - 7.8.4.5. The applicant has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices, or blacklisted.
 - 7.8.4.6. The applicant submits a proposal with price or percentage escalation provision or offers conditional financial bid.
 - 7.8.4.7. The applicant is found to be indulging in activities that may directly or indirectly attempt to influence the process of selection either in their own favour or against any other participants.
 - 7.8.4.8. The constitution of the consortium invited to submit proposals according to this RFP or that is selected to be the Signage Consultant, is changed in any manner whatsoever.

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ANNEXURE 1. PRIMARY ELIGIBILITY CRITERIA

1. The Signage Consultant/Lead consultants (in the case of consortiums) shall have a registered office in India with minimum five (5) years of continuous operation up to the date of publication of this RFP.
2. The Signage Consultant/Lead consultants (in the case of consortiums) shall have an aggregate turnover as per the enclosed table, in any three (3) of the last five (5) Financial Years and with a positive net profit for each of the three years considered. Turnover shall mean consultancy fee received during each year.

S. No.	Applicable Project sub-head	Minimum Annual Turnover (INR in Lakhs)
3.1	Design Consultancy, Space Experience, Signage Design, Design of Infrastructure Projects	Fifty(50)

3. The Signage Consultant constituent of the consortium (in the case of consortiums) shall not be barred or blacklisted by any Central and/or State Government in India.
4. The Signage Consultant, constituent of the consortium (in the case of consortiums) shall not have, during the last five (5) years, either failed to perform on any agreement, or been expelled from any project or have any agreement terminated for breach on their part.

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ANNEXURE 2

Evaluation Criteria for Short-Listing of Applicants

NAME OF THE APPLICANT:

ADDRESS:

CONTACT DETAILS:

Sr.No	Criterion	Max Marks	Required Documents	Marks Awarded
1.	Past Experience of The firm	25 Marks		
1.1	Number of years' experience	4 Marks		
a)	7 Years' Experience as Design Consultancy agency	02 Marks		
b)	8-15 Years Experience as Design Consultancy agency	03 Marks		
c)	More Than 16Years Experience as Design Consultancy agency	04 Marks	Copy of Certificate of Incorporation & Service Licence	
1.2	Past Experience of work of in Space Experience & Signage Design Consultancy with PSUs / Govt. clients/Pvt Organisation of large infrastructure (Rail/ Metro)	12 Marks	Incase of ongoing project, copy of Work Order , or payment received till date for resp project certified by the CFO of the applicant	
a)	Space Experience & Signage Design Consultancy for Rail/ Metro/Airport/Public Utility Spaces(Hospitals, Educational Institutions, Museums, Malls etc. having Area 5000-30000 SqMtr	06 Marks		
b)	Space Experience & Signage Design Consultancy for Rail/ Metro/Airport/Public Utility Spaces(Hospitals, Educational Institutions, Museums, Malls etc. having Area >30000 SqMtr	12 Marks		
1.3	Past Experience of work of in Space Experience & Signage Design Consultancy with Education Institutes or IT Parks	9 Marks	Incase of ongoing project, copy of Work Order , or payment received till date for resp project certified by the CFO of the applicant	
a)	Space Experience & Signage Design Consultancy for an IT Park or Education Institute or manufacturing plant or warehouses having area 5-50 acres	3 Marks		
b)	Space Experience & Signage Design Consultancy for an an IT Park or Education	5 Marks		

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	Institute or manufacturing plant or warehouses having area more than >50-100 acres			
c)	Space Experience & Signage Design Consultancy for an an IT Park or Education Institute or manufacturing plant or warehouses having area more than >100 acres	9 Marks		
2.	<i>Experience of Key Personnel</i>	30 Marks		
2.1	Qualifications		Copy of Degree Certificate & RESUME of each profile	
a)	Team Leader or Project Manager	10Marks		
i)	B.E / B.Arch/ B.Des/Masters in DESIGN with 10 yrs Exp in handling large scale Signage Design Project	05 Marks		
ii)	B.E / B.Arch/B.Des/ Masters in DESIGN with 15+ Exp in handling large scale Signage Design Project	10 Marks		
b)	Design Lead	10 Marks		
i)	B.Arch/ M. Arch/B.Tech/B.Des with 5 yrs of exp in Space & Experience Design project	05 Marks		
ii)	B.Arch/ M. Arch with 10 + yrs of exp in Space & Experience Design project	10 Marks		
C)	Designer	10 Marks		
i)	B.Arch/B.Des/B.Tech with 3 yrs of exp in Design with an reputed design agency or firm having employee strength of = to 10 designers	05 Marks		
ii)	B.Arch/B.Des/B.Tech with 5 + yrs of exp in Design with an reputed design agency or firm having employee strength of > = 10 or more designers	10 Marks		
3.	<i>Financial Strength of the Consultant.</i>	15 Marks	Auditor Certified Annual Turnover copy	
a)	Average Turn-over of the bidder or the agency (as independent design agency) during last three years ending 31st March 2020 =>Rs 50 Lakhs	05 Marks		
b)	Average Turn-over of the bidder or the agency (as independent design agency) during last three years ending 31st March 2020 >50-100 Lakhs	10 Marks		
c)	Average Turn-over of the bidder or the agency (as independent design agency) during last three years ending 31st March 2020 =>Rs 100 Lakhs	15 Marks		
	TOTAL (1.+2.+3.)			

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ANNEXURE 3. APPLICANT'S PROFILE:

1.	Name of Applicant:
2.	State the structure of the applicant's organization : (indicate as appropriate) Public Sector Organization/Educational Institute Individual company Firm Consortium
3.	Individual applicant or lead member (in case of consortium) to provide this information: <ol style="list-style-type: none">1. Name of the company / firm:2. Individual applicant company / lead member of consortium:3. Legal status of company:4. Registration No. with the Country of Registration:5. Year of Registration:6. Registered address:7. Principal place of business:8. Address of Branch Offices (own):9. Whether wholly/partially owned subsidiary of foreign company: Yes/No (give details)10. Name and address of Principal/Parent Company (if applicable) :11. Name of contact person:12. Contact person's designation:13. Address, telephone, fax no., email address of contact person:

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4.	<p>For applicants in consortium, state the following information for each member of consortium other than lead member (include additional sheet if required):</p> <ol style="list-style-type: none"> 1. Name of Company / Firm: 2. Legal status of company: 3. Registration No. with the Country of Registration: 4. Year of Registration: 5. Registered Address: 6. Principal Place of Business: 7. Address of Branch Offices (own): 8. Whether wholly/partially owned subsidiary of foreign company: Yes/No (give details) 9. Name and address of Principal/Parent Company (if applicable) : 10. Name of contact person: 11. Contact person's designation: 12. Address, telephone, fax no., email address of contact person: 						
5.	<p>Does the RFP application contain the processing fees documents as required? Yes/No</p>						
6.	<p>Does RFP application contain the Board Resolution/Power of Attorney/ Authority Letter, which empowers the person or persons to sign the letter of application?</p> <p>Yes/No</p> <p>If no, give reasons</p>						
7.	<p>State the number of years the applicant (or each constituent member in case of consortium) has been in business under the business name appearing in the answer to question 3 and 4 above.</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 20%;">Name</th> <th style="text-align: left; width: 80%;">No. of years</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> </tbody> </table>	Name	No. of years	1.		2.	
Name	No. of years						
1.							
2.							

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8.	<p>State the number of years the applicant (or each constituent member in case of consortium) has been in business undertaking work similar in scope and nature of work for which shortlisting is sought</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Name</td> <td style="border: none;">No. of years</td> </tr> <tr> <td style="border: none;">1.</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">2.</td> <td style="border: none;"></td> </tr> </table>	Name	No. of years	1.		2.	
Name	No. of years						
1.							
2.							
9.	<p>Individual applicant / each member of consortium shall compile a list showing their experience of work (attach separate sheets duly referred)</p> <p>Do you authorize IITJMU to make enquires with any of the clients listed by the applicant?</p> <p>Yes/No</p>						

Notes:

- It is recommended that applicants put forward copies of independent documents testifying to their organizational strength, experience, and financial performance.
- Applicants shall provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria including sufficient updated contact numbers of employers, owners or promoters of the projects. If in the opinion of the Committee, sufficient information and valid proof is not available about some parameter/factor during evaluation, zero (0) marks may be assigned to that parameter/factor.
- Information as sought is to be given by individual applicant or each member of the consortium including lead member separately as per the prescribed formats given in various annexures.
- Ongoing projects and/or virtual completion shall be considered for evaluation only wherever clearly specified in the particular evaluation criterion.

Wherever sought, “experience” as on date of issue of RFP shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
- The Committee/Jury appointed by the Institute at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the committee on such interpretation and awards of marks shall be final and binding. No reasons whatsoever shall be furnished regarding award of marks.

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ANNEXURE 4.

Format of Letter of Consent

[On Company's/Firm's/Lead Member's (in case of Consortium) letterhead]

Reference:

Date:

The Director,
Indian Institute of Technology Jammu,
Jagti, NH 44, PO Nagrota
Jammu-181221 J&K, India

LETTER OF CONSENT

Selection of Signage Consultant for Design of Campus Signage and Way Finding System at
Jagti campus IIT Jammu

Dear Sir,

We hereby submit our consent and our willingness for participation in the process of Selection of Signage Consultant for Design of Campus Signage and Way Finding System at Jagti campus IIT Jammu, as explained in the Request for Proposal. In support, we submit all the necessary information and relevant documents including the Processing fees of Rupees (vide DD no. Dated..... issuing bank.....) in the manner and format as required for our participation in the selection process.

The submission is made by us, on behalf of in the capacity of..... duly authorized to submit the RFP.

(in case of a consortium, following paragraph shall be added)

This submission is made on behalf of the proposed consortium comprising and (applicant to state the name of each member) of which(applicant to insert name of lead member of joint venture) has agreed to act as lead member.

We understand that IIT Jammu reserves the right to reject the submission, without assigning any reason.

Yours faithfully,

Signature of Applicant:

(Shall be signed by authorized representative of Applicant or the lead member in case Applicant is a consortium) Name of Signatory:

Designation:

Name and address of firm:

Contact number:

Fax:

Email:

Enclosures:

1. Copy of Board Resolution/Power of Attorney or Authority letter authorizing the representative to sign on behalf of the Company/Firm or the Consortium as the case may be.
2. Confirmation by the Consortium members authorizing the Lead Member to sign on behalf of the Consortium.

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ANNEXURE 5. (For Consortium Applicant)

Format of Affidavit

TO BE SWORN ON NON-JUDICIAL STAMP PAPER OF RS.10/- DULY NOTARIZED

AFFIDAVIT

*I.....am the *Director / Proprietor / Partner of (mention name of firm/company and its complete address)do here by solemnly affirm and declare as under:

1. That our Firm/company i.e. (mention name of *firm/company) is registered vide Registration No.....under the provisions of (mention the name of the Act).
2. That the present affidavit is executed on behalf of the proposed consortium comprising.....and..... (applicant to state the name of each member) of which(applicant to insert name of lead member of joint venture) has agreed to act as lead member.
3. That I, on behalf of our proposed consortium have applied in response to the RFP for Selection of Signage Consultant for Design of Campus Signage and Way Finding System at Jagti campus IIT Jammu
4. That..... (mention name of firm/company/ Consortium) is eligible to submit the aforesaid proposal on behalf of the consortium as neither the applicant nor any of its constituents has been barred and/or blacklisted by the Central Government and/or any State Government of India at any time prior to the date of submitting this affidavit.
5. That neither (mention name of firm/company/ Consortium) nor any of its constituents has, during the last five years, either failed to perform on any agreement or was expelled from any project or agreement or any agreement terminated for any breach whatsoever.
6. That neither (mention name of firm/company/ Consortium) nor any of its constituents has any contracts with the state/central government that are in arbitration. (In case some contract (s) are in arbitration give the details of such contract in a schedule to be attached with this affidavit)

DEPONENT

VERIFICATION

*I/we..... the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at..... (place) this..... day of 2013.

(* Strike off whichever is not applicable)

DEPONENT

Note: Deponent will be the authorized signatory of the Applicant

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ANNEXURE 6 (For Individual Applicant)

Format of Affidavit

TO BE SWORN ON NON-JUDICIAL STAMP PAPER OF RS.10/- DULY NOTARIZED

AFFIDAVIT

*I.....am the *Director / Proprietor / Partner of (mention name of firm/company and its complete address)do here by solemnly affirm and declare as under:-

1. That our Firm / company i.e. (mention name of *firm/ company) is registered vide Registration No.....under the provisions of (mention the name of the Act).
2. That our Firm / company i.e. (mention name of *firm/ company) has applied in response to the RFP for Selection for Signage Consultant for Design of Campus Signage and Way Finding System at Jagti campus IIT Jammu
3. That..... (mention name of firm/company) is eligible to submit the aforesaid proposal as it has not been barred and/or blacklisted by the Central Government and/or any State Government of India at any time prior to the date of submitting this affidavit.
4. That (mention name of firm/company) has, during the last three years, neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach whatsoever.
5. That (mention name of firm/company) has no contracts with the state/central government that are in arbitration. (In case some contract (s) are in arbitration give the details of such contract in a schedule to be attached with this affidavit)

DEPONENT

VERIFICATION

*I/we..... the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at..... (place) this..... day of 2013.

(* Strike off whichever is not applicable)

DEPONENT

Note: Deponent will be the authorized signatory of the Applicant

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ANNEXURE 7 (For Consortium Applicant)

Format for letter of consortium
(On each Company / Firm's letter head)

Reference:

Date:

The Director,

Indian Institute of Technology Jammu,

Jagti, NH 44, PO Nagrota

Jammu-181221 J&K, India

SUBMISSION OF PROPOSAL

Selection of for Signage Consultant for Design of Campus Signage and Way Finding System
at Jagti campus IIT Jammu

Dear Sir,

We wish to confirm that our company / firm has formed / intends to form a consortium with
..... and

(members to insert names of all other members of the group) for undertaking the Design of
Campus Signage and Way Finding System at Jagti campus IIT Jammu along with all scope of
services as mentioned in the RFP document.

The consortium will be led by (name of the lead member) whom we hereby authorize to act on
our behalf for the purpose of applying for RFP. In the event of our group being invited for the
afore-mentioned subject work, we agree to be jointly and severally liable to IIT Jammu, its
successors and assigners for all obligations, duties and responsibilities arising or imposed by
any contract subsequently entered into between IIT Jammu and our group.

Yours faithfully,

Signature of Applicant:

Name of Signatory:

Designation:

Name and address of firm:

Contact number:

Fax:

Email:

Enclosures:

1. Copy of Board Resolution/Power of Attorney or Authority letter authorizing the
representative to sign on behalf of the Company/Firm of the Consortium as the case may
be.

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ANNEXURE 8

1. SPECIAL CONDITIONS OF CONTRACT

1.1. GENERAL PROVISIONS

- 1.1.1. **Contract:** The contract to be executed between the successful applicant and the Institute and the documents as mentioned at (a) to (d) hereunder, shall collectively be referred to as the “Contract”. The successful applicant, on acceptance of their offer by the Institute, shall, within fifteen (15) days from the issue of the Letter of Intent, execute the Contract. The documents as mentioned below shall be treated as forming part of the Contract, in order of preference in case of inconsistencies:
- (a) The RFP document and Submissions made by the applicant, that is, Technical Proposals and Financial Proposals.
 - (b) All correspondence made between the applicant and the Institute from RFP stage up to and including the Letter of Acceptance of Offer.
 - (c) All directions and instructions issued to the Signage Consultant from time to time by the Project Management Group constituted by the Institute throughout the entire duration of the Contract.
- 1.1.2. **Relation between the Parties:** Nothing contained herein shall be construed as establishing a relation of master and servant or of the Principal and Agent as between the Institute and the Signage Consultant or their personnel or employees or agents or sub-contractors or any person(s) appointed or engaged by the Signage Consultant. The Signage Consultant, subject to this Contract, shall have complete charge of the personnel or employees or agents or sub-contractors or any person(s) appointed or engaged by the Consultant, performing the Services and shall be solely responsible for any and all acts undertaken or the Services performed by them on behalf of the Signage Consultant.
- 1.1.3. **Law Governing the Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws applicable in India.
- 1.1.4. **Language:** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.1.5. **Heading:** The headings shall not limit, alter or affect the meaning and interpretation of this Contract.
- 1.1.6. **Notices:**

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- 1.1.6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post acknowledgement due, email, telex, telegram or facsimile to such Party at the last known address of the addressee party/person.
- 1.1.6.2. A party may change its address for notice hereunder by giving the other Party notice of such change.

1.2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 1.2.1. Effectiveness of Contract: This Contract shall come into force and effect on the date of execution of the Contract by the successful applicant as required under para 1.1.1 subject to the Signage Consultant furnishing the Performance Guarantee as laid down in para 1.2.2 below.
- 1.2.2. Performance Guarantee:
 - 1.2.2.1. The Signage Consultant shall initially submit an irrevocable Performance Guarantee @3% of contract value only as the case may be, in addition to any other deposits required to be made under the Contract for his proper performance of the Contract, notwithstanding and/or without prejudice to any other provisions of the Contract, on or before the execution of the Contract.
 - 1.2.2.2. This guarantee shall be in the form of Bank Guarantee of any scheduled bank in accordance with the proforma prescribed by the Institute.
 - 1.2.2.3. The Performance Guarantee shall be initially valid upto the stipulated date of completion plus sixty (60) days beyond that. In case the time for completion of work gets enlarged, the Signage Consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work, before the expiry of the Performance Guarantee. After recording of the completion certificate for the work by the Institute, the Performance Guarantee shall be returned to the Signage Consultant, without any interest.
 - 1.2.2.4. the Institute shall not make a claim under the Performance Guarantee except for amounts to which the Institute is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:

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- a) Failure by the Signage Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Guarantee.

1.2.3. Commencement of Services: The Signage Consultant shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the letter of acceptance of offer.

1.2.4. Termination of the Contract in the event of non-commencement: If the Signage Consultant for any reason, other than Force Majeure, is unable to start the work within one month of the date of Commencement of Services as mentioned in para 1.2.3, the Institute may, by a written notice of not less than four (4) weeks to the other party, referred to as "Notice Period", declare the Contract as null and void, if the work is not commenced on or before the expiry of the Notice Period. Neither party shall have any claim against the other party in case the work is not commenced on or before the expiry of the Notice Period and the Contract is declared null and void , except that:

1.2.4.1. The advance, if any, paid to the Signage Consultant shall be returned to the Institute within fifteen (15) days of the expiry of the Notice Period, failing which the Bank Guarantee submitted by the Signage Consultant for the same shall be encashed by the Institute

1.2.5. Expiration of Contract: Unless terminated pursuant to provisions of the Contract, the Contract shall expire when Services have been completed as per specified scope of Services to the satisfaction of the Institute or the agreed/specified Contract period including extended period, if any, is over, whichever is earlier.

1.2.6. Modification: If at any time after the award of work, the Institute decides to enlarge or reduce the scope of Services for any reason and hence require the Services to be performed in accordance with the enlarged or reduced scope, the Institute shall give notice in writing to that effect to the Signage Consultant and the Signage Consultant shall act accordingly in the matter. In the event of reduction in the scope of Services, the Signage Consultat shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which could be derived from the rendering of the Services in full but which cannot be derived in consequence of the reduction in the scope of Services.

1.2.7. Force Majeure

1.2.7.1. Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but

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is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or personnel or failure to make any payment required hereunder.

1.2.7.2. Failure to perform due to Force Majeure Not a Breach of Contract: The failure of the Signage Consultant to perform due to Force Majeure shall not be considered to be a breach of, or default under the Contract, provided that in the opinion of the Institute which shall be final and binding, such an inability arises directly from an event of Force Majeure, and provided further that the Signage Consultant has taken, to the entire satisfaction of the Institute, all reasonable precautions, due care and alternative measures, all with the objective of carrying out the work as per the terms and conditions of this Contract.

1.2.7.3. Measures to be Taken

- (a) In the event of Force Majeure, the Signage Consultant shall take all reasonable measures to minimize its inability to fulfill its obligations under the Contract with a minimum of delay.
- (b) In the event of Force Majeure, the Signage Consultant shall notify the Institute of such event as soon as possible, and in any case not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Signage Consultant shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

1.2.7.4. Extension of Time: The time period within which the Signage Consultant, pursuant to this Contract, is required to complete any action or task, but could not complete the same due to Force Majeure shall be considered by the Institute for Extension of Time, taking in to account the net effect of the event of Force Majeure and the measures taken by the

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Signage Consultant pursuant to para 1.2.7.3, if any, on the said time period.

1.2.7.5. Consultation: Not later than thirty (30) days after the Signage Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services or in case the Institute is not able to perform any of its obligations for similar reason, the Parties shall consult each other with a view to agreeing on appropriate measures to be taken in the circumstances.

1.2.8. Termination of the Contract

1.2.8.1. The Institute, on occurrence of any of the events specified in paragraphs (a) through (j) of this para 1.2.8.1, may, by not less than thirty (30) days' written notice to the Signage Consultant, , terminate this Contract:

- a) if the Signage Consultant fails to remedy a failure in the performance of their obligations , as specified in the notice given by the Institute, within fifteen (15) days of receipt of such notice or within such further period as the Institute may have subsequently approved in writing;
- b) if the Signage Consultant becomes (or, if the Signage Consultant consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsorily or voluntarily;
- c) if the Signage Consultant fails to comply with any final decision reached as a result of proceedings pursuant to Clause 1.3 hereof, within thirty (30) days of receipt of the said final decision;
- d) if the Signage Consultant submits to the Institute a statement or notice which has a material effect on the rights, obligations or interests of the Institute and which the Signage Consultant knew to be false;
- e) if after removal of the Force Majeure event, the Signage Consultant is unable to resume the work and perform a material portion of the Services during a period of not more than sixty (60) days after the date of removal of Force Majeure event;
- f) if the Signage Consultant suspends his activities for reasons which, in the opinion of the Institute, are not genuine and bonafide.
- g) if the Signage Consultant including any of its subsidiary or personnel is found to have committed or is involved in any act or have failed to act and such action or inaction has a material adverse effect on the rights and interests of the Institute;

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- h) if any statement, declaration or information or details submitted by the Signage Consultant during the course of this Contract is found to be misleading, false or vexatious;
- i) if the Signage Consultant including any of its subsidiary or personnel is found to be in violation of any of the terms and condition of this contract;
- j) if the Institute, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

1.2.8.2. Cessation of Rights and Obligations: Upon termination of this Contract pursuant to para 1.2.8.1 hereof, or upon expiration of this Contract pursuant to Clause 1.2.5 hereof, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration.

1.2.8.3. Cessation of Services: Upon termination of this Contract by notice pursuant to para 1.2.8.1 hereof, the Signage Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

1.2.8.4. Payment upon Termination: Upon termination of this Contract pursuant to para 1.2.8.1 hereof, the Institute shall make the following payments to the Signage Consultant (after offsetting against these payments any amount that may be due from the Signage Consultant to the Institute):

- a) Fee for the Services satisfactorily performed prior to the effective date of termination.
- b) Reimbursable expenditures actually incurred in satisfactory performance of Services prior to the effective date of termination.

1.2.8.5. Disputes relating to Termination: If the Signage Consultant disputes the notice of termination given by the Institute the Signage Consultant may, within fifteen (15) days after receipt of notice of termination, refer the matter for settlement of dispute pursuant to para 1.3 hereof.

1.3. SETTLEMENT OF DISPUTES AND ARBITRATION

- 1.3.1. Except where otherwise provided in the Contract, all questions and disputes in relation to the Contract shall be dealt with as mentioned hereinafter:

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- 1.3.1.1. If the Signage Consultant considers any work demanded of him or any decision conveyed by the Institute in writing, or any action of the Institute to be in contravention of the terms and conditions of the Contract, the Signage Consultant shall promptly within fifteen (15) days request the Institute for settlement of dispute, failing which, the decision of the Institute shall be final, binding and conclusive and not referable to settlement committee or adjudication by the arbitrator.
- 1.3.1.2. In case of any dispute or difference in relation to any terms and condition under this contract, either party at the first instance shall submit its case before the three member settlement committee as notified by the Institute for settlement of dispute. After submission of their written statements by the parties, within 7 days from the date the dispute has been raised, the settlement committee will make effort to get the dispute settled between the parties through open negotiation for next 15 days. After completion of such period of 15 days, the settlement committee shall issue its report declaring the outcome of the settlement proceedings.
- 1.3.1.3. In the event, the parties fail to resolve the dispute through the settlement proceedings under clause 1.3.1.2, the parties will be at liberty to refer all such disputes or difference for adjudication through arbitration by a sole arbitrator appointed by the Institute. If the appointed sole arbitrator resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid and he shall proceed with the reference from the stage at which it was left by his predecessor. The party invoking arbitration shall give a list of disputes including the details of the amounts claimed – if any in respect of each such dispute. It is also a term of this Contract that if the Signage Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within fifteen (15) days of the cause of action, the claim of the Signage Consultant shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and released of all liabilities under the Contract in respect of these claims.
- 1.3.1.4. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. 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

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authority and give separate award against each dispute and claim referred to him. It is also a term of the Contract that fees, if required to be paid to the arbitrator shall be as laid down by the Indian Council of Arbitration and shall be shared equally by each of the parties.

- 1.3.1.5. 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 Jammu (J & K) or such place as may be fixed by the arbitrator in his sole discretion.
- 1.3.2. The Institute may in its discretion, require the Signage Consultant to continue the work under Contract pending decision of the Arbitrator on the dispute(s) and if the Signage Consultant stops or suspends the work, it shall be treated as breach on its part and in such event, The Institute will be entitled to stop any payment as may be due to the Signage Consultant and appropriate as much part of the said Performance Guarantee as the Institute considers reasonable to set off the loss caused to it due to the said stoppage/suspension of work.

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ANNEXURE 9

FORMAT OF AGREEMENT

This AGREEMENT is made and executed on this day of 2013 at Jammu by and between:

Indian Institute of Technology Jammu, an institute of national importance, having its current office at Jagti NH 44, PO Nagrota, Jammu, India (hereinafter referred to in this document as THE INSTITUTE/IITJMU, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees),

AND

M/s, having its registered office at (hereinafter referred to in this document as THE SIGNAGE CONSULTANT, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees), represented by Mr.(Designation), with due authorization from his partners.

WHEREAS THE INSTITUTE, is desirous of taking certain services viz. Campus Signage Design and Way Finding System of IIT Jammu and has accepted the financial proposal of THE SIGNAGE CONSULTANT for the said services and the remedying of any defects therein at a total fees of (in figures) (in words).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Request for Proposal hereinafter referred to, and they shall be deemed to form and be read and constructed as part of this Agreement.
2. In consideration of the payment to be made by THE INSTITUTE to THE SIGNAGE CONSULTANT as hereinafter mentioned, THE SIGNAGE CONSULTANT hereby covenants with THE INSTITUTE to execute and complete the Services and remedy any defects therein conformity in all aspects with the provisions of the contract.

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3. THE INSTITUTE hereby covenants to pay the THE SIGNAGE CONSULTANT in consideration of the providing of Services and the remedying of defects wherein, the fees or such other sum as may become payable under the provision of contract at the times and in the manner prescribed by the contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) Request For Proposal for Selection of SIGNAGE CONSULTANT for Campus Signage Design and Way Finding System dated 2020 (ANNEXURE A)
 - (b) Corrigendum and Addendum to the said Request For Proposal dated2013 (ANNEXURE B)
 - (c) Conditions of Contract provided as annexure to the said Request For Proposal (ANNEXURE C)
 - (d) Financial Proposal submitted by THE SIGNAGE CONSULTANT in response to the said Request For Proposal’s (name of applicant) official letter dated2020 (ANNEXURE D)
 - (e) Institute Letter of Intent No./...../...../2020 dated 2020 (ANNEXURE E)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed and Delivered by the said THE INSTITUTE and the THE SIGNAGE CONSULTANT.

Indian Institute of Technology Jammu (THE INSTITUTE)

M/s (THE SIGNAGE CONSULTANT)

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ANNEXURE 10

FORMAT OF FINANCIAL PROPOSAL (TO BE SUBMITTED IN BOQ ONLY) NO FINANCIAL DETAILS TO BE MENTIONED IN THE TECHNICAL BID

Financial Proposal for Selection of Signage Consultant(s) for Campus Signage Design and
Way Finding System of IIT Jammu

Dated:

From:

To:

The Director,
Indian Institute of Technology Jammu,
Jagti, NH 44, PO Nagrota
Jammu-181221 J&K, India

Subject: Financial Proposal for Selection of Signage Consultant(s) for Campus Signage
Design and Way Finding System

Dear Sir,

- 1) We have examined the details given in Request for Proposal provided by IIT Jammu for the Selection of Signage Consultant(s) for Campus Signage Design and Way Finding System of IIT Jammu.
- 2) We agree to all other terms and conditions relating to the fee as laid down in this RFP.

Thank you.

Yours faithfully,

Signature of Applicant/Authorized signatory:

Name of Signatory:

Designation:

Name and address of Applicant:

Contact number:

Fax:

Email:

Seal of the Organisation

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ANNEXURE 11

FORMAT OF COVER LETTER TO BE SUBMITTED ALONG WITH PROPOSAL Submission of Statement of Prequalification, Technical Capability and Financial proposal

Dated:

From:

To:

The Director,
Indian Institute of Technology Jammu,
Jagti, NH 44, PO Nagrota
Jammu-181221 J&K, India

Subject: Proposal for Selection of Signage Consultant(s) for Campus Signage Design
and Way Finding System of IIT Jammu

Dear Sir,

- 1) We have examined the details given in Request for Proposal Document provided by IIT Jammu.
- 2) We have incorporated the requirements of the RFP in our proposal.
- 3) We hereby submit a total of number of pages of A4 size along with number of pages of A3 size in the form of documents in support of our proposal.
- 4) We hereby submit Processing Fees in the form of DD (no..... dated..... issued by bank..... and no..... dated..... issued by bank..... in a separate sealed cover for the process of selection of Signage Consultant(s) for:

Campus Signage Design and Way Finding System

(strike off whichever is not applicable)

- 5) We hereby submit Financial Proposal in a separate sealed cover marked “Financial Proposal for Campus Signage Design and Way Finding System for IIT Jammu”.

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- 6) We also agree that IIT Jammu, or their authorized representatives can approach individuals, employers and organisations, to verify our competence and general reputation.
- 7) We accept to abide by the terms and conditions of the selection process.
- 8) We give consent for public exhibition and publication of the material submitted by us and shall not claim any royalty from IIT Jammu in this regard.

Thank you.

Yours faithfully,

Signature of Applicant/Authorized signatory:

Name of Signatory:

Designation:

Name and address of Applicant:

Contact number:

Fax:

Email:

Seal of the Organization