

RFP NO: SPMU/NRC/MC/30/2014/12 DATED THE 30TH SEPTEMBER 2014

REQUEST FOR PROPOSAL (RFP)

**FOR ENGAGEMENT OF CREATIVE AGENCY/PRODUCTION HOUSE FOR
ELECTRONIC MEDIA**

**OFFICE OF THE STATE COORDINATOR, NATIONAL REGISTER OF
CITIZENS (NRC), POLITICAL DEPARTMENT, GOVERNMENT OF ASSAM**

ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI- 06

ISSUED BY

POLITICAL DEPARTMENT, GOVERNMENT OF ASSAM

SECTION I

GOVERNMENT OF ASSAM
OFFICE OF THE COMMISSIONER & SECRETARY, POLITICAL DEPARTMENT &
STATE COORDINATOR, NRC, GOVERNMENT OF ASSAM,
ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI - 06

RFP No: SPMU/NRC/MC/30/2014/12

Dispur Dated the 30th September 2014

LETTER OF INVITATION

1. Office of the Commissioner & Secretary, Political Department & State Coordinator, NRC, Government of Assam, Assam Secretariat, CM's Block, Guwahati – 06 invites Request For Proposals (RFP) from Creative Agencies/Production Houses for production of creatives for National Register of Citizens (NRC) Updation Project, Assam.
2. More details on the services to be provided are under the Scope of Work in the RFP document.
3. The Department shall select Creative Agency/Production House as per procedures contained in the RFP.
4. The period of contract will be for 26 months (November 2014 to December 2016) and may be reduced or extended at the discretion of the Department. The contract will be effective after signing of agreement with the Department.

SCHEDULE OF CALLING RFPs

1	Date of issue of RFP	01.10.2014
2	Time and last date of submission RFP	1400 hrs. on 21.10.2014
3	Time and date of opening of RFP	1500 hrs. on 21.10.2014
4	Date of presentation	1100 hrs. on 22.10.2014
5	Place of opening of RFP	Office of the Commissioner & Secretary, Political Department & State Coordinator, NRC, CM's Block, Assam Secretariat, Guwahati.

SERVICES TO BE PROVIDED

Sl. No.	SERVICES
1	Production of creatives for Television.
2	Production of creatives for Radio.

- Security Deposit: The Applicant shall furnish as part of its proposal a Security Deposit of Rs. 1,00,000/- (Rupees One Lakh) only in the form of Demand Draft/Banker's Cheque issued by any Nationalized Bank in India in favour of Commissioner & Secretary, Political Department, Assam payable at Guwahati with validity for 180 days from the date of issue of RFP document. The Security Deposit will be returned to unsuccessful applicants within 30 (thirty) days from date of finalization of order. The Security Deposit of the selected applicant shall be returned upon the applicant signing the Agreement.
- Intending eligible bidders may obtain RFP document from the Office of the State Coordinator, NRC, Political Department, Assam Secretariat, CM's Block, Guwahati-06 on payment of Rs.1000/- (Rs. One Thousand) only which is non refundable in the form of Demand Draft or Banker's Cheque in favour of Commissioner & Secretary, Political Department payable at Dispur with minimum 90 days validity from the date of issue of RFP document. The document can also be downloaded from the Official Website of the Department (www.online.assam.gov.in). In case of a downloaded form, the applicant shall pay the fee of Rs.1,000/- (Rs. One Thousand) only along with the RFP in the form of Demand Draft or Banker's Cheque drawn on any Nationalised Bank in India in favour of Commissioner & Secretary, Political Department and payable at Guwahati.

Sd/-

Commissioner & Secretary, Political Department &
State Coordinator of National Registration (NRC), Govt of Assam

SECTION II
ABOUT NRC AND PUBLICITY

1. Introduction

Updation of the National Register of Citizens (NRC) basically means the process of enlisting all the citizens of Assam residing in the state as per statues that govern the process. For the purpose, people will be provided with an Application Form which would be filled up and submitted to the nearest Government Office to be known as NRC Seva Kendras. The entire process of Updation shall be carried out in different phases of the Project period.

For the purpose, around 65 lakhs households (3.2 crore people) shall be mobilized to enlist their names under NRC. As such, publicity shall play a defining role in sensitization of the citizens of Assam for participating in the NRC updation process.

Publicity under NRC is essentially to help in reaching out to the people with clear, appropriate and intended messages related to NRC updation during different phases of its updation.

2. Objectives for Publicity of NRC

- To sensitize people about NRC.
- To develop trust amongst the public about the NRC updation process.
- To inform the public about the steps required to be taken by them for getting themselves enumerated during NRC updation, the locations of various Govt Offices, details of concerned officials, and the various timelines.
- To build a communication channel between the Govt & public for NRC Updation
- Overall, build positive image of NRC.

3. Purpose of RFP

To achieve the foregoing objectives, the office of the State Coordinator, National Registration (NRC), Assam shall have to ensure strong, consistent and positive messages throughout the NRC Project Updation. In keeping with the drive of dissemination of information, this Office is seeking to engage the services of Creative Agency/Production House to produce creatives for Electronic Media (Television and Radio).

4. Publicity Strategy

There will primarily be production of creatives for electronic media to create awareness around understanding about NRC through dissemination of such creatives on television and radio. Some of the suggested steps given below will ensure free flow of information to meet the project objectives of NRC:

- Information on publication of legacy data, aiding citizens in searching of legacy data.
- Appeal to citizens to apply for inclusion of their names under NRC.
- Information on how to obtain an Application Form, processes of filling up of application form, locations of Application Receipt Centres, etc.
- Create an overall affirmative and enthusiastic mood of the people during the entire period of NRC updation through production of such creatives.

SECTION III

SCOPE OF WORK

1. The Creative Agency/Production House shall be assigned work to prepare audio visual creatives for Electronic Media with inputs from State Project Management Unit (SPMU), NRC, Assam.
2. The Creative Agency/Production House shall be required to design and produce creatives in Assamese, Bengali and English.
3. Conceptualize quality creatives and designing of audio visuals that shall include the followings:
 - i. Production of creatives for TV/News Channels.
 - ii. Production of Audio Spots/Jingles for Radio Channels.
 - iii. Production of creatives for online/social media.
 - iv. Production of Audio Visual for training purpose.
 - v. Production of documentary on NRC.
 - vi. Production of creatives suitable for audio cassette/CD/pen drive for miking.
 - vii. Production of NRC Theme (Audio Visual/TV Commercial/Audio Spot/Jingle) as signature campaign.

SECTION IV

RFP Timeline, Submission and Other Obligations

1. The schedule given below is as per the timeline currently envisaged by the Department. However, the timeline may be subject to changes which shall be notified if any change occurs in the RFP.

Sl. No.	RFP Timelines	Last Date
1.	Date of issuing of RFP	01.10.2014
2.	Last date of receiving query	10.10.2014
3.	Last date of receiving proposal	21.10.2014

2. The period of engagement of selected Creative Agency/Production House shall be initially from November 2014 to December 2016. However, the service of the Creative Agency/Production House may be dispensed at any time giving one month's notice period in the event of change of schedules of NRC Project Updation or due to non-performance, under-performance or any other such reasons felt by the Department which is made part of the RFP.
3. Interested Creative Agencies/Production Houses are invited to submit their proposals for the assignment to the addressee as mentioned under Address for Communication & Proposal Submission given below.
4. It may be noted that:
 - i) Costs of preparing the proposal are not reimbursable, and
 - ii) Department is not bound to accept any of the proposals submitted.
5. By responding to this RFP, the Creative Agencies/Production Houses agree to fully understand the requirement of the RFP.
6. Address for Communication & Proposal Submission:

Office Address: Office of the Commissioner & Secretary, Political Department & State Coordinator, National Registration (NRC), Assam Secretariat, CM's Block, Guwahati – 781006

E-mail id: [spm.u.nrc.assm@gmail.com](mailto:spmu.nrc.assm@gmail.com)

Website: www.online.assam.gov.in

Contact numbers: 9864050750; 9707012341

SECTION V

Details of Creatives for Television and Radio to be developed in different phases of NRC Updation Project

A.

TV Production/AVProduction							
Sl. No.	Topics	AV for training		NRC TVC Theme (Signature Campaign)		Advertisement for television/news channels	
		No. of Production	Duration of production	No. of Production	Duration of production	No. of Production	Duration of production
1	Preparatory Phase	1 production	30 minutes (2 parts of 15 minutes each)	1	60 secs.	Nil	Nil
2	Records Publication Phase	Nil	Nil	Nil	Nil	1	60 secs.
3	Application Issue & Receipt Phase	Nil	Nil	Nil	Nil	2	60 secs.
4	Document Verification Phase	Nil	Nil	Nil	Nil	1	60 secs.
5	Draft Publication Phase	Nil	Nil	Nil	Nil	1	60 secs.
6	Submission of Claims and Objections Phase	Nil	Nil	Nil	Nil	1	60 secs.
7	Final Publication	Nil	Nil	Nil	Nil	1	60 secs.
Total for TV/AV Productions		1		1		7	

B.

Audio Production			
Sl. No.	Topics	No. of Production	Duration per production
1	NRC Theme (Signature Campaign)	1	60 secs.
2	Preparatory Phase	2	30 secs.
3	Records Publication Phase	2	30 secs.
4	Application Issue & Receipt Phase	1	30 secs.
5	Document Verification Phase	1	30 secs.
6	Draft Publication Phase	1	30 secs.
7	Submission of Claims and Objections Phase	2	30 secs.
8	Final Publication	1	30 secs.
Total for Audio Productions		11	

SECTION VI

Eligibility Criteria

Eligibility Criteria	Documents to be submitted
The Creative Agency/Production House should have experience in designing of creatives and production of TV & Radio Advertisement for at least three years in Government sectors/reputed private sectors.	Credentials to support similar experience (Copies of work order/project completion certificate).
Professional experience of producing at least 10 TVCs (TV Commercials) and 30 Audio Jingles/Spots in last 3 years.	Attach Work Orders of clients.
The Creative Agency/Production House should have ability to write script in English, Assamese & Bengali based on the concept provided from NRC authorities within shortest possible time.	Assignments undertaken for other Government clients.
Average Annual turnover of minimum Rs. 35,00,000 (Rupees Thirty Five Lakhs) only for the last 3 years.	1. Attach certificate from Chartered Accountant for the Financial Year: a. 2011-12: b. 2012-13: c. 2013-14:
The Creative Agency/Production House should have in-house capability to take up assignments on its own and should have production set-up in Guwahati.	Details of: 1. Office infrastructure. 2. Availability of Human Resource 3. Availability of equipment/tools
The Creative Agency/Production House should have sound knowledge of English, Assamese and Bengali languages and also other local languages.	Credentials in support of similar experience.
The Creative Agency/Production House should have creative personnel for designing and production of audio visual for television & radio.	Provide 1-page CV of at least 5 creative personnel to be engaged in the project.
The bidder should not have been blacklisted by any Government organization.	Self-declaration certificate regarding the matter that the organization is not blacklisted by any Government Organization. Should submit a self declaration for not being under legal action for corrupt or fraudulent practices.
	Non refundable court fee stamp of Rs.8.25 (Rupees eight & paisa twenty five) only.
	The proposal document shall be signed by the proposer in all the pages with official seal.

SECTION VII

EVALUATION CRITERIA

- The selection of the bidder for the services included in the RFP shall be based on **Quality and Cost Based Selection (QCBS)** method.
- The process of evaluation will be done in three stages:
 - Stage 1:** Evaluation of Technical Proposal and consideration of its quality.
 - Stage 2:** Evaluation of financial proposal (cost offered for the services).
 - Stage 3:** Combined evaluation of Technical Proposal and Financial Proposal.
- The Technical and Financial Score shall have weightage in the ratio of 60:40.

(Technical Evaluation)

Distribution of Marks

Sl. No.	Evaluation Criteria	Maximum Marks Allotted
1	Number of years of operation (i) 3-5 years: 5 marks (ii) > 5 years: 10 marks	10
2	Number of creatives produced (between 30 secs & 180 secs. duration) handled for any Central/State Department/PSU or any reputed private organization during the last 5 years: TVCs produced (i) 10-15: 5 marks (ii) 15-20: 10 marks (iii) > 20: 15 marks	15
3	Audio Jingles/Spots Produced (i) 30-45: 5 marks (ii) 45-60: 10 marks (iii) > 60: 15 marks	15
4	Portfolio of the Creative Personnel	25
5	Infrastructure of the Media Agency	10
6	Presentation where quality of earlier works will be judged.	25
Total		100

$$\text{Technical score} = \frac{\text{Marks obtained by the bidder}}{\text{Marks of the bidder scoring highest marks}}$$

(Financial Evaluation)

Distribution of Marks

- A score of 100 shall be awarded to the lowest priced bid. Other proposals shall be given a financial score inversely proportional to the lowest cost proposal, using the following calculation:

Lowest Bid Price/ Bid Price x 100 = Financial Score (adjusted to 2 decimals)

Stage 3

- **Summary of Combined Technical and Financial Evaluation**

Total Technical Score + Total Financial Score = Total Score Obtained by the highest scorer (H1) for the RFP.

SECTION VIII

Bid Fee, Security Deposit and Performance Guarantee

1. Proposal not accompanied by Bid Fee and Security Deposit shall be rejected as non-responsive.
2. No interest shall be payable by the Department for the sum deposited as Security Deposit.

Performance Guarantee

1. The selected Creative Agency/Production House shall be required to furnish a Performance Bank Guarantee of Rs. 5,00,000 (Five Lakhs) only in the form of an unconditional and irrevocable bank guarantee from a Nationalized bank in India in favour of The Commissioner & Secretary, Political Department, Government of Assam, Assam Secretariat, CM's Block, Guwahati –06 which shall be retained till the end of the contract.
2. The Performance Guarantee must be submitted after award of contract but before signing of contract. The successful bidder's Performance Guarantee would be returned only after successful completion of tasks assigned to the Creative Agency/Production House and after adjusting/recovering any dues recoverable/payable from/by the Creative Agency/Production House on any account under the contract.

Forfeiture of Security Deposit

The Security Deposit shall be forfeited to the Department if:

1. The proposal is withdrawn during the validity period or any extension agreed by the Media Agency thereof.
2. The proposal is varied or modified in a manner not acceptable to the Department after opening of proposal during the validity period or any extension thereof.
3. The bidder tries to influence the evaluation process.

SECTION IX

GENERAL CONDITIONS

1. **Amendment to bid document:**

At any time prior to the deadline for submission of the Proposal, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by an applicant, modify the Bid document by the issuance of Addendum/Amendment/Corrigendum and posting it on the official website.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Office may, in its sole discretion, extend the last date of submission.

2. **Submission of bids**

i. The bids should be submitted duly sealed and addressed to the Department and deposited in tender box or sent by courier/speed/registered post on or before 1400 hrs. of due date.

ii. Any bid received after the due date for submission of bids shall be rejected.

iii. Method of preparation of bid:

Bid for each RFP should be submitted in envelopes placed inside a main cover. These envelopes should contain the following:

ENVELOPE	MARKED ON THE COVER	CONTENTS OF ENVELOPE
First	Security Deposit	Security Deposit and Cost of RFP Document to be put inside the Technical Bid.
Second	Technical Bid	Containing documents establishing eligibility of the bidder to participate in the bid along with the RFP document signed on each page.
Third	Financial Bid	Rates duly quoted by the bidder in the prescribed format.

On all these envelopes, the name of the Creative Agency/Production House and document inside the envelope like 'Security Deposit' OR 'Technical Bid' OR 'Financial

Bid' must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). The Bids that are not submitted in above mentioned manner should be summarily rejected.

All envelopes (three inner & one outer) must bear the following on the left hand top corner side:

**RFP FOR ENGAGEMENT OF CREATIVE AGENCY/PRODUCTION HOUSE
FOR ELECTRONIC MEDIA
NOT TO OPEN BEFORE (DUE DATE OF RFP)
(RFP NO.....)**

- iv. All envelopes (three inner & one outer) must bear the full address of the Media Agency at the left hand bottom corner of the envelope.
- v. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the bidder in any of the conditions will be permitted after the Bid is opened.

3. Bid opening

The Department shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date.

4. Evaluation

As explained in Section VII.

5. Award of Contract

The Department shall consider placement of letter of intent to those bidder whose offers have been found technically and financially acceptable. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with Performance Guarantee.

6. Signing of Agreement

Signing of Agreement shall constitute award of hiring contract on the bidder. Upon the successful bidder furnishing the Performance Guarantee, the Department shall release its Security Deposit.

7. Annulment of Award

Failure of the successful bidder to comply with the requirement under Scope of Work constitute sufficient ground for the annulment of the award and forfeiture of the

Performance Guarantee in which event the Department may make the award to any other bidder at the discretion of the Department or call for new bids.

8. Period of validity of bids

The bid shall remain valid for 26 months from the award of contract. However, the validity of bid is subject to timelines of the Project that may alter the contract period. A bid valid for a shorter period shall be rejected by the Department as non-responsive. A bidder accepting the request of the Department for an extension to the period of bid validity will not be permitted to modify his bid.

11. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein unless otherwise agreed by the Department.

12. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract and the performance shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Department as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option, terminate the contract.

13. Arbitration

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the State Coordinator, NRC, Assam.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be Department.

SECTION X

PAYMENT TO SELECTED CREATIVE AGENCY/PRODUCTION HOUSE

1. The selected Creative Agency/Production House should quote for the production of creatives as detailed out in Section V and Section XII of the RFP. The payment shall be made on completion of each creative upon satisfaction of the Department.
2. The agencies will not be paid for translation of material in English, Bengali, Assamese or any other languages.
3. Tax, Vat, Duties, etc., as applicable, shall be deducted at source.

Penalty clause

1. Any delay from the time schedule stipulated by the Department for the items of work listed under 'Scope of Work' or in any other part of the RFP would invite a penalty of 10% of the amount due to the Creative Agency/Production House for that production. Repeated undue delays may attract cancellation of the Contract and blacklisting of the selected Creative Agency/Production House by the Department.

Termination of engagement/contract

Department may terminate the Contract of the Creative Agency/Production House in case of occurrence of any of the events specified below:

1. If the Creative Agency/Production House becomes insolvent or goes into compulsory liquidation.
2. If the Creative Agency/Production House, in the judgment of Department, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
3. If the Creative Agency/Production House submits a false statement which has a material effect on the rights, obligations or interests.
4. If the Creative Agency/Production House places itself in position of conflict of interest or fails to disclose promptly any conflict of interest.

SECTION XI

SPECIAL CONDITIONS OF CONTRACT

1. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day while the time and venue remaining unaltered.
2. Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Political Department or any other Government Department.
3. Department reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
4. The engagement and payment of wages to the personnel is the sole responsibility of the bidder and any breach of such laws or regulations shall be deemed to be breach of this contract.
5. Department reserves right to counter offer price against price quoted by the bidder as per the benchmarked price.
6. The Department reserves the right to place an order for full or part quantities to any of the selected Creative Agency/Production House (if selected more than one) under any item of work under the 'Scope of Work'.

Other instructions (to be submitted along with documents under Section VI)

Submission of Security Deposit.	The Applicant shall furnish Security Deposit of Rs. 1,00,000/- (Rupees One Lakh) only in the form of Demand Draft/Banker's Cheque issued by one of the Nationalized Banks in India.
Trade License	Copy of Trade License to be enclosed.
Pan Card	Copy of Pan Card to be enclosed.
Service Tax Registration	Copy of Service Tax Registration to be enclosed.
Other Documents	Bid document fee of Rs 1,000.00/- in the form of Demand Draft/Banker's Cheque.
	Any other information, which may be useful in the process of evaluation.

SECTION XII
FORMAT FOR COMMERCIAL BID

Television

Sl. No.	Item	Duration	Total no. of Production	Unit Cost	Total Cost
1.	Audio Visual	30 minutes	1		
2.	NRC TVC Theme	60 seconds	1		
3.	TV Commercials	60 seconds	7		
4.	Documentary on NRC	15 minutes	1		
Total Cost					

Radio

Sl. No.	Item	Duration	Total no. of Production	Unit Cost	Total Cost
1.	NRC Audio Theme (Signature Campaign)	60 seconds	1		
2.	Radio Jingles/Spots	30 seconds	11		
Total Cost					

Audio cassette/CD

Sl. No.	Item	Duration	Total no. of Production	Unit Cost	Total Cost
1.	Audio cassette/CD	2 minutes	7		

Combined cost of Television/Radio/Audio cassette/CD

Medium	Cost
Television	
Radio	
Audio cassette/CD	
Total	

UNDERTAKING

1. I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed work of the Department and shall abide by them.

2. I/We further undertake that the information given in the RFP are true and correct in all respect and I/We hold the responsibility for the same.

3. I/We confirm that our Agency/Organization is not blacklisted in any manner whatsoever by Central Government or any regulator/statutory body under Government of India.

4. It is hereby confirmed that Mr./Ms.----- is/are entitled to act on behalf of our Creative Agency/Production House----- and empowered to sign this document as well as such other documents, which may be required in this connection.

5. It is also under taken that we have in-house capability to take-up the assignment.

Name: _____

Signature: _____

Place: _____

Seal: _____

AGREEMENT FOR ENGAGEMENT OF CREATIVE AGENCY/PRODUCTION HOUSE

This agreement is made on this _____ day of 2014 between M/s _____ (herein after called the Bidding Agency whose term includes its successors and assignees) whose registered office is at _____ and between Shri Prateek Hajela, State Coordinator, NRC cum Commissioner & Secretary, Political Department, Govt. of Assam.

The validity of this contract agreement will be for a period of 26 months fromday of..... Month of Year..... to.....day of..... Month of Year..... This agreement can be terminated at any time on giving a written notice of one month from either side. The Department shall have the right to renew this agreement on mutually agreed terms and conditions for a further period from the date of expiry thereof.

Now, these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings:

1. The Creative Agency/Production House shall comply with all the terms and conditions of the RFP document which are integral parts of this agreement and also the following-
2. The Creative Agency/Production House shall deposit an amount of Rs 5,00,000/- (Rupees Five Lakhs) only within 1 week of receiving the Department's intention for accepting the bid as Performance Security in the form of Bank Guarantee valid for 26 months. If the Agency fails or neglects any of his obligations under the contract, it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
3. The Creative Agency/Production House shall be assigned work to prepare creative designs with the inputs given by the State Project Management Unit (SPMU), NRC, Assam.
4. All creatives shall be prepared by the Creative Agency/Production House for the purpose of promotion and publicity of NRC Updation, Assam.
5. The Creative Agency/Production House shall be required to design and produce creative in Assamese, Bengali and English.
6. The Department shall have the sole copyright on the creatives produced.

7. Conceptualize quality creatives and designing of audio visual that shall include the followings:
 - i. Production of creatives for TV/News Channels.
 - ii. Production of Audio Spots/Jingles for Radio Channels.
 - iii. Production of creatives for online/social media.
 - iv. Production of Audio Visual for training purpose.
 - v. Production of documentary on NRC.
 - vi. Production of creatives suitable for audio cassette/CD/pen drive for miking.
 - vii. Production of NRC Theme (Audio Visual/TV Commercial/Audio Spot/Jingle) as signature campaign.
8. Any delay from the time schedules to be stipulated by the Department for the items of work listed in the Scope of Work would invite a penalty of 10% of the amount due to the Creative Agency/Production House. Repeated undue delays may even attract cancellation of the Contract and blacklisting of the selected Creative Agency/Production House.
9. Advance payment not be considered towards the services as outlined in Scope of Work.
10. The final payment shall be released only after completion of the assignment by the Creative Agency/Production House or on quarterly basis whichever is later.

Termination of Engagement/Contract

Department may terminate the Contract of the Creative Agency/Production House in case of the occurrence of any of the events specified below:

- If the Creative Agency/Production House becomes insolvent or goes into compulsory liquidation.
- If the Creative Agency/Production House, in the judgment of Department, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- If the Creative Agency/Production House submits a false statement which has a material effect on the rights, obligations or interests.

- If the Creative Agency/Production House places itself in position of conflict of interest or fails to disclose promptly any conflict of interest.
- If the Creative Agency/Production House fail to provide the quality services as envisaged under this Contract; reasons for the same would be recorded in writing. In such an occurrence, written advance notice will be served before terminating the Agreement.

On behalf of the Agency

Name: _____

Signature: _____

Place: _____

Seal: _____

On behalf of the Department

Name: _____

Signature: _____

Place: _____

Seal: _____

HIRE ORDER

(Only by specified authority)

This document is subject to the terms of the Agreement for Hiring of service of Creative Agency/Production House Agreement dated _____ between _____ (the Agency) and _____, the Authority (the State Coordinator, The Department)

Order details

Office of State Coordinator NRC's order number _____

Agency's reference _____

Name of hiring office _____

Designation of authority hiring _____

Delivery address

Detail of the persons engaged:

1. Name:
2. Full Address:
3. Copy of identity card: (a) Voter Card/Pan Card/ Ration Card/Passport
(b) Identity card issued by the Agency

Signed

Name (caps).....

Position: State Coordinator, NRC, Assam

Date:

BANK GUARANTEE FOR PERFORMANCE SECURITY

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No. _____ Dated _____

(Name of the Bank) _____

(Hereinafter referred to as the 'Bank')

Beneficiary of Bank Guarantee

State Coordinator, National Register of Citizens Updation Project, Assam & Commissioner & Secretary, Political Department, CM Block, Assam Secretariat, Dispur - 06

Context of Bank Guarantee

Performance Security in pursuance of Sectionof the Contract Agreement dated _____ (hereinafter referred to as the 'Agreement'), executed between the State Coordinator, NRC cum Commissioner & Secretary, Political Department, Govt. of Assam (hereinafter referred to as the 'Department') and _____ (hereinafter referred to as 'Bidder') for engagement of Creative Agency/Production House for the office of State Coordinator, The Department (hereinafter referred to as the 'Work or Services'), however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee

At the request of the Bidder, we _____,
_____ (name and address of the bank), (hereinafter referred to as the 'Bank'), do hereby unconditionally and irrevocably affirm to undertake that we are the Guarantor and are responsible to the Department, i.e., the beneficiary on behalf of the Bidder, up to a total sum of Rs. _____ (Rupees _____) only, such sum being payable by us to the Department immediately upon receipt of first written demand from the Department.

We unconditionally and irrevocably undertake to pay to the Department on an immediate basis, upon receipt of first written demand from the Department and without any cavil or argument or delaying tactics or reference by us to the Bidder and without any need for the Department to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform the Services as per requirements on the part of the Bidder or to show ground or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____) only).

We hereby waive the necessity of the Department to demand the said amount from the Bidder first prior to serving a Demand Notice upon us for the encashment of this Bank Guarantee amount.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Department that the Department shall, be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by the Bidder, which are recoverable by the Department by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Department.

We unconditionally and irrevocably undertake to pay to the Department any amount so demanded not exceeding Rs. _____ (Rupees _____ only) notwithstanding any disputes raised by the Bidder or anyone else in any suit or proceedings before any arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Department, shall be valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

Notwithstanding any clause contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. _____ Thousand (Rupees _____ Thousand only).

This unconditional and irrevocable Bank Guarantee shall be effectively valid from _____ to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Department serves upon us a written claim or demand on or before _____.

Authorized Signatory

For Bank

Notes: 1. The Bank Guarantee should contain the name, designation and Code number of the Officer(s) signing the Guarantee.

2. The address, telephone no. and other details of the Head office of the Bank as well as the issuing Branch should be mentioned on the covering letter of the issuing Branch.