

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SOCIAL MEDIA AGENCY

ISSUED BY OFFICE OF THE STATE COORDINATOR, STATE PROJECT MANAGEMNT UNIT, NATIONAL REGISTER OF CITIZENS, ASSAM

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OFFICE OF THE STATE COORDINATOR, NRC, ASSAM ACHYUT PLAZA, BHANGAGARH, GUWAHATI- 781005

Limited RFP for Empanelment of Social Media Agency

RFP no: SPMU/NRC/Social Media/388/2016/ dated October 28th, 2017 Request for Proposal for Selection of Social Media Agency

The State Coordinator, National Register of Citizens (NRC), Assam invites Limited Request for Proposals (RFP) from reputed Social Media Agencies who have participated in the Eol and qualified in the Eol presentation round on 29/08/2017 to monitor all social media platforms about public reactions to various activities of NRC Update processes and also use the said social media platforms to dispel any doubts and create awareness amongst the public about the NRC update process being implemented in the state of Assam.

As it is a limited RFP, bidders qualified to participate in the RFP shall be communicated about issuing of the RFP. Bidders may obtain the RFP by downloading from the official website <u>www.nrcassam.nic.in</u>.

The Bidders who have downloaded the RFP containing the details, terms and conditions from the website should include in their proposal a Demand Draft of Rs. 1,000/- (One thousand) only as Tender Fee issued by an Indian Nationalized Bank in favour of 'The Commissioner & Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam' payable at Guwahati with validity period of 90 days from the date of issue of the RFP document.

All bids submitted in response to this RFP document shall be accompanied by Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft issued by a Indian Nationalized Bank in favour of the same beneficiary.

The original Demand Drafts for Tender Fee and EMD and Court Fee Stamp of Rs. 8.25/- (Rupees Eight and Paisa Twenty Five) only affixed on the forwarding letter to the Tender inviting Authority should be submitted to the Office of the State Coordinator, NRC, Assam, Achyut Plaza, Bharalupar, Bhangagarh, Guwahati- 781005 in a sealed cover on or before the last date and time of submission of Tender. The cover should be superscripted with name of the Tender, opening date, name, address, e-mail id and phone no. of the bidder.

SI. no.	Scheduled	Start Date	Start Time	End Date	End Time
1	Download Start Date	28/10/2017	12.00 p.m.	3/11/2017	2.00 p.m.
2	Query response date	30/10/2017	10.00 a.m.	5/11/2017	5.00 p.m.
4	Bid submission	6/11/2017	10.00 a.m.	6/11/2017	4.30 p.m
5	Technical Bid Opening	9/11/2017	3.00 p.m		
6	Presentation of Bidders	13/11/2017	12.00 noon		
7	Financial Bid Opening		To be notified latter		

Schedule to the invitation of RFP

The State Coordinator, NRC, Assam reserves the right to change the opening time and date of the RFP due to administrative reason by notifying the same on the website <u>www.nrcassam.nic.in</u>..

State Coordinator

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1 Fact Sheet

S. No.	Details	
1.	The method of selection is: Quality cum Cost Based System (QCBS), Technical – 70% and Commercial – 30%	
2.	RFP can be Downloaded from <u>www.nrcassam.nic.in</u> . However the bidders are required to submit the tender cost of Rs.1000 in the form of a demand draft in favour of 'The Commissioner & Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam' payable at Guwahati from any of the nationalized/ scheduled commercial Bank along with the Proposal.	
3.	Earnest Money Deposit of amount Rs. 1,00,000 (Rs One Lakhs Only) by Demand Draft in favour of 'The Commissioner & Secretary, Home and Political Department, Dispur, Guwahati-781006, Assam' payable at Guwahati from any of the nationalized/ scheduled commercial Bank	
4.	• For the purpose of any clarification the bidders may contact at the following address between 10am to 5pm on all working days up to30/10/2017 - 05/11/2017	
	 Address- Office of The State Coordinator NRC, Assam, Achyut Plaza, Bhangagharh, Guwahati. 	
	o Phone - 0361 2463300	
	 Mail id- <u>mediaexpert.nrc.assam@gmail.com</u> 	
5.	Proposals must remain valid for 90 days after the submission date	
6.	Bidders must submit:	
	 An original and <one> additional copies of each proposal along with <one> copy of non-editable CD each for Technical Proposal</one></one> 	
	 One original copy of the Commercial Proposal with <one> copy of non-editable CD for Commercial Proposal detailing the calculations of proposal</one> 	
7.	The proposal submission address is:	
	Office of The State Coordinator	
	NRC, Assam, Achyut Plaza,	
	Bhangagharh, Guwahati	
	< <date>> and <<time of="" submission="">></time></date>	
8.	Proposals must be submitted no later than the following date and time:	
	6 th November, 2017 till 4.30 Pm	

2 Background

2.1 What is National Register of Citizens (NRC)?

The National Register of Citizens (NRC) is the register containing names of genuine Indian CITIZENS. The only time that a National Register of Citizens (NRC) was prepared was in 1951 when after conduct of the Census of 1951, the NRC was prepared by recording particulars of all the persons enumerated during that Census. The NRC is now being updated as per statutory provisions. For getting their names included in the updated NRC, applicants have submitted Applications Forms (family-wise). Application Forms received by Government are verified and based on the results of verification of particulars submitted by the applicants in their Application Forms, the updated NRC shall be prepared. However, to afford another opportunity to the applicants before publication of the final NRC, a Draft NRC shall be published after verification of the Application Forms and the applicants shall be given a chance to submit claims and objections. After verification of all such claims and objections, the final NRC would be published.

2.2 Use of Social Media for NRC

The use of Social Media Agency for NRC is to monitor all social media platforms about public reactions to various activities of NRC Update processes and also use the said social media platforms to dispel any doubts and create awareness amongst the public about the NRC update process being implemented in the state of Assam. The objective is to build knowledge, remove doubts and engage with the public/stakeholders by means of different Social Media platforms in the fast changing digital world. The campaign on Social Media will provide information on NRC update to the people living in Assam, and also to those living outside.

3 Bidder's Profile

(On Agency's Letter Head)

SI.	Brief Contents	Relevant information/docume	nts to be
no.		enclosed	
1	Name of the Agency		
2	Address, Telephone Numbers and Contact person(s)		
3	Address of Registered office/Head office/Branch office in Guwahati (mandatory)		
4	Address of other offices, if any.		
5	Legal status of Agency (proprietor/partnership/Pvt. Ltd./Pub. Ltd.)		
6	Name of the Proprietor/Partners/Directors		
7	Date of establishment/incorporation		
8	No. of years in Social Media Agency Business		
9	Engagements/assignments conducted for	Organizations	Years
	PSUs/public or private corporate during last	i. With Public Sector	
	5 years from date of RFP. The relevant	ii. With Private Sector	
	order copies to be enclosed.	iii. With Government	
		Departments	
		iv. Others, if any	
10	Tools to use for development of Social Media Contents		
11	Power back up		
12	Computer hardware and software facilities		
13	Whether the Bidder can provide 24/7 service to NRC Assam?		
14	GST no.		
15	PAN no.		
16	Turn over details for last 3 FY (in Rs.Crores)		

	Year	Gross Turnover (Enclose certified copy of CA)
	2014-15	
	2015-16	
	2016-17	
17	Copies of Audited Balance Sheet, Profit & Los	ss a/c with Auditors Report to be enclosed.
18	List of organization with whom currently	Enclose certificates from the organization
	empanelled (satisfactory performance)	
19	Principal Banker & Name	
20	Amount Rs. 1,000/- enclosed as cost of RFP	DD no:
		Drawn on:
		Dated:
21	Amount of Rs. 1,00,000/- enclosed as EMD	DD no:
		Drawn on:
		Dated:

I/We hereby certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate team for any competing clients who are in same business as to avoid any clash of work.

In case at any stage, it is found that the information given by me/us is false/incorrect, NRC Assam shall have the absolute right to take any action as deemed fit including termination of contract and/or black list and debar without any prior intimation to me/us.

Name: _____

Date:

Signature of authorized person for and on behalf of the Bidder:

Designation: _____

Seal of Agency: _____

3 Scope of Work

- The agency shall set up a Digital Command Centre at the Office of State Coordinator and deploy 2 dedicated resources to monitor and maintain various Social Media Platforms including but not limited to, Facebook, Twitter, YouTube, Google Plus, LinkedIn and Instagram etc. for posts related to NRC Update process. The resources shall have to be intelligent enough to realise the gravity of the various posts and have the following as the scope of their:
 - A. **Keep scanning all social media platforms** for posts related to NRC Update process, segregating them into positive, negative and neutral posts.
 - B. Creation & Maintenance of Social Media Platforms: The Agency shall create and subsequently maintain Social Media Platform including but not limited to, Facebook Page, Twitter Profile, YouTube Channel, Google Plus, LinkedIn and Instagram. The personnel engaged shall post daily/hourly updates in all forums as per requirement.
 - C. Live Dashboard: Maintain a Live dashboard at the Digital Command Centre for real time monitoring of public social media engagements about NRC and ensure its display adequately. Inform the Office of the SCNR of the various trends in Social Media posts in NRC Update twice a day one at 10 AM and another at 7 PM. Posts requiring urgent attention Office of the SCNR shall have to be informed without any loss of time.
 - D. For posts requiring responses beyond the standard responses, they will contact the Office of the SCNR for drafting and response.
 - E. Engage With Users: Respond to the posts as per standard responses that would be made available to them as per the posts. Interact with public on NRC's social media platforms in consultation with the NRC authorities. Queries, questions, concerns, debates raised by public must be addressed within 24 hours. Interactive posts and updates to be given and regular responses shall be provided.
 - F. **New Look**: Give all Social Media Platforms a new look every week by putting up new creative features, theme lines, links etc.
 - G. Updates: Daily informative and promotional updates in the form of relevant text, pictures, audio, unique & interactive content, interviews, news, quiz. Etc.
 - H. **Press Releases**: Publishing online press releases (of the NRC ASSAM) on sites in and outside India.
 - I. Multimedia Releases: Issuing multimedia releases within and outside India.
 - J. **Publicity**: Publicize all notice, updates, activities as suggested by the NRC, Assam.

- K. Query Management: All the queries received on all platforms which need not require inputs from NRC ASSAM must be replied to within 24 hours and all queries which require a consultation with the NRC ASSAM should be answered within two working days.
- L. **Gate Keeping**: Moderation of all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- M. Tagging: Create relevant tagging & linkages of content of all platforms.
- N. **Presentation**: Prepare promotional presentations with multi- media contents for the NRC ASSAM, as and when required.
- The agency shall deploy a good industry standard monitoring tool for analyzing comments / remarks about NRC in various online media like newspaper, magazines, blogs, social media platforms etc. online, national & international.
- 3. Undertake social media boost activities as per requirement assessed by the personnel deployed and as approved by NRC Authority – such as – Facebook Page Boost, Facebook like campaign, YouTube Ads view, Twitter promotion through retweets and sponsored ads/tweets Email Blast, Display AD and Search AD Google, Banner Ad, Search Engine Optimization etc.
- 4. **Reporting**: The Agency online must submit weekly 'EFFECTIVENESS ANALYSIS AND MIS REPORTS' to NRC Assam on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of NRC ASSAM on the Social Media Platforms and the results archived.
- 5. Development of multi-media creative (text, graphic, audio, video etc.) for making social media platforms interesting and engaging.

4 Terms and Conditions of RFP

4.1Instructions to the bidder

5.1.1 General

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the services required.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by this Office on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of this Office. Any notification of preferred bidder status by this Office shall not give rise to any enforceable rights by the Bidder. This Office may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of This Office.

5.1.2 Complaint Proposals / Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Include all supporting documentations specified in this RFP

5.1.3 SPECIFIC CONDITIONS OF WORK AND SLA

- 1. The agency shall be responsible to provide 2 dedicated resources. Availability of one resource to monitor social media shall also have to be available on Sundays and Holidays as well.
- 2. The agency shall make alternative arrangements in place in cases when any personnel deputed taken leave of more than 1 day. All leaves shall be approved on prior consultation with State Coordinator.
- 3. For unauthorized absenteeism, Rs 500 per person per day shall be levied as penalty.

- 4. Graphic/Text creative to be developed within 2 days of receiving requirement and video creative within 5 days maximum. For delay beyond the defined period for development of creative, 10% of the work order shall be deducted per day as penalty.
- 5. If the social media monitoring software is down for over 12 hours, 5% of monthly changes shall be deducted, if it is down for over 24 hours, 10% of monthly charges shall be deducted.

5.1.4 Bid Clarifications

5.1.4.1 Bidder's Queries

- a. The Bidders will have to ensure that their queries reach This Office (mediaexpert.nrc.assam@gmail.com) by email on or before 5th November, 2017.
- b. The queries should necessarily be submitted in the following format
- c. This Office shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time will not be entertained by the Nodal Agency.

S No.	RFP Document Reference(s) (Section & Page Number(s))	Points of Clarification

5.1.4.2 Responses to Bid Queries and Issue of Corrigendum

- a. This Office will endeavour to provide timely response to all queries. However, This Office makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NRC undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, This Office may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website www.nrcassam.nic.in .
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, This Office may, at its discretion, extend the last date for the receipt of Proposals.

5.1.5 Key Requirements of the Bid

5.1.5.1 Right to Terminate the Process

- a. This Office may terminate the RFP process at any time and without assigning any reason. This Office makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by this Office. The bidder's participation in this process may result this Office selecting the bidder to engage towards execution of the contract.

5.1.5.2 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD as per the details mentioned in Fact Sheet. EMD should be valid for 90 days beyond the final bid validity period.
- EMD of all unsuccessful bidders would be refunded by This Office within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

5.1.5.3 Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
 - i. "Technical Proposal "- (1 Original + 1 Copy + 1 CD (non-editable) in second envelope.)
 - ii. "Commercial Proposal" (1 Original + 1 CD (non-editable) with detailed calculations) in third envelope.
- b. The Response to Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated

in the Commercial Proposal.

- d. The two envelopes containing copies of Technical Proposal, and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Selection of Social Media Agency for NRC" against <RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time> as mentioned in the fact sheet".
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number,
 e-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared
 "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initiated and stamped by the person or persons who sign the bid.
- In case of any discrepancy observed by this Office in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in the respective (non-editable) CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by this Office in the contents of the (non-editable) CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

5.1.5.4 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal submitted in response to this RFP.

5.1.6 Preparation and submission of Proposal5.1.6.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by This Office to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

This Office will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.1.6.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

5.1.6.3 Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted as per the details provided in section 1: Data Sheet of this RFP document.

5.1.6.4 Amendment of Request for Proposal

At any time prior to the deadline (or as extended by This Office) for submission of bids, this Office for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the website <u>www.nrcassam.nic.in</u>, and these will be binding on all the bidders. This Office, at its discretion, may extend the deadline for the submission of proposals. This Office may change the scope of work after the submission of technical bids by the Bidders. In this case, this Office will release a corrigendum/clarification and ask the Bidders to resubmit their commercial bids only.

5.1.6.5 Bid Price

Commercial Bid shall be as per the format provided in this RFP. Bid price for evaluation purpose is inclusive of all applicable taxes, duties, other levies and charges etc. All applicable taxes, duties, other levies and charges etc. shall be required to be mentioned as per the commercial format.

Bidders shall quote for the entire scope of contract on "overall responsibility" basis such that the total bid price covers all the Bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the services.

Prices quoted by the Bidder shall remain fixed during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation or with incomplete details will be treated as non-responsive and shall be rejected.

5.1.6.6 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will

be entertained on this matter.

- c. This Office shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents.
 No further correspondence on the subject will be entertained.
- d. This Office reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.1.7 Deviations

The bidder is required to submit a no deviation and unconditional bid against this RFP. Any bid submitted with deviations/assumptions which are material in nature or qualify for the deviation of terms & conditions of this RFP may be rejected summarily by The Evaluation Committee.

5.1.8 Evaluation process

- a. This Office will constitute an Evaluation Committee to evaluate the responses of the bidders.
- b. The Evaluation Committee constituted by this Office shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

5.1.8.1 Tender Opening

- a. Tender Opening shall happen as per the details provided in Data Sheet under the chairmanship of State Coordinator or any other officer authorized by this Office, in the presence of those Bidders or their representatives who may be present at the time of opening.
- b. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

5.1.8.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender.

5.1.8.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non- responsive.
 If Proposals;
 - i. Are not submitted in as specified in the RFP document
 - ii. Received without the Letter of Authorization (Power of Attorney)
 - iii. Are found with suppression of details
 - iv. Submitted with incomplete information, subjective, conditional offers and partial offers
 - v. Submitted without the documents requested in the checklist
 - vi. Have non-compliance of any of the clauses stipulated in the RFP
 - vii. With lesser validity period
- b. All responsive Bids will be considered for further processing as mentioned below.
- c. This Office will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Evaluation Committee according to the Evaluation process defined in this RFP document. The decision of the said Committee will be final in this regard.

5.1.9 Consortiums

Consortiums are allowed for this engagement. The bidding entities should provide proper consortium agreement duly registered under the applicable laws of country.

5.2 Evaluation Process

The steps for evaluation are as follows:

5.2.1 Stage 1: Technical Evaluation

- a. Envelope 1 marked as "Technical Proposal" will be opened only on the specified date in front of the bidders.
- b. This Office will review the technical bids of the short-listed bidders to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified at the discretion of this Office.
- c. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.4.
- d. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a Technical score of 70% or more (prior to normalization) will qualify for commercial

evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

e. The Final Normalized technical score of the Bidder shall be calculated as follows:

Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 100 (adjusted to 2 decimals)

Example:

Bidders	Technical Score	Calculation	Normalized Technical Score
Bidder-1	88	(88/95)*100	92.63
Bidder-2	65	(65/95)*100	68.42
Bidder-3	95	(95/95)*100	100

5.2.2 Stage 2: Commercial Evaluation

- a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b. The commercial bids for the technically qualified bidders will then be opened on the notified date and time in the presence of representatives of qualified bidders and reviewed to determine whether the commercial bids are in accordance with the RFP requirements. Bids that are not substantially responsive are liable to be disqualified at the discretion of this Office.
- c. The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Commercial quote given by each of the Bidders in the Commercial Bid as follows:

Normalized Commercial Score of a Bidder = {Lowest Commercial Quote of Bidder / Commercial Quote of Bidder under consideration} X 100 (adjusted to 2 decimals)

Example:

Bidders	Commercial Quote (In lakhs)	Calculation	Normalized Commercial Score
Bidder-1	110	(110/110)*100	100
Bidder-2	140	(110/140)*100	78.57
Bidder-3	160	(110/160)*100	68.75

d. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

e. Any conditional bid would be rejected

5.2.3 Stage 3: Final score calculation through QCBS

a. The final score will be calculated through Quality and Cost selection method based on the following weight-age:

Technical: 70%

Commercial: 30%

Final Score = (0.70*Normalized Technical Score) + (0.30* Normalized Commercial Score)

Example:

Bidders	Normalized technical score	Normalized commercial score	Final Score (70:30)
Bidder-1	92.63	100	94.84
Bidder-2	Not qualified		
Bidder-3	100	68.75	90.62

- b. The bidder with the highest Final score shall be treated as the Successful bidder. In the above example, Bidder-1 will be treated as successful bidder.
- c. In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

5.3 QUALIFICATION CRITERIA

A. Eligibility Qualifications

This invitation to submit Bids to the Tender Document is open to those bidders who meet the following eligibility criteria. Documents to be submitted to testify eligibility is also listed

S. No.	Eligibility Conditions	Documentary proof to be submitted
1	Submission of Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft issued by a Indian Nationalized Bank in favour of the same beneficiary. (Rupees Ten Thousand only). The Bid Security of the successful bidder shall be retained till completion of the bidding process but shall not carry any interest. If the successful bidder fails to execute the

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Submission of Tender fee	The Bidders who have downloaded the RFP containing the details, terms and conditions from the website should include in
	their proposal a Demand Draft of Rs. 1,000/- (One thousand) only as Tender Fee issued by an Indian Nationalized Bank in favour of 'The Commissioner & Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam' payable at Guwahati with validity period of 90 days from the date of issue of the RFP document.
The bidder should not have ever been blacklisted by any State/Central Government Department/PSU/Agency in the past for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices.	Declaration of same on the Letter Head of Firm.
Other Documents (to be submitted by the bidder along with the proposal)	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.
	Any other information, which may be useful in the process of evaluation
 Legal Entity - Bidder should be Proprietorship/ Partnership/ Pvt. Ltd/ Pub. Ltd Registered with the Service Tax Authorities Should have been operating for the last Five (5) years in India. 	Copy of Certificate of Incorporation Copy of Registration Certificates Letter from Company Secretary on bidder's letter head for last five years operation
Bidder should have had an average annual turnover of at least Rs 10 Lakhs in the last 3 financial years (FY 2014-15, 2015-16, 2016-17).	Audited financial statements for the last three financial years. Or Certificate from the Statutory Auditor
For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any subsidiary, associated or other related entity will not be considered.	
	blacklisted by any State/Central Government Department/PSU/Agency in the past for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices. Other Documents (to be submitted by the bidder along with the proposal) Legal Entity - Bidder should be • Proprietorship/ Partnership/ Pvt. Ltd/ Pub. Ltd • Registered with the Service Tax Authorities • Should have been operating for the last Five (5) years in India. Bidder should have had an average annual turnover of at least Rs 10 Lakhs in the last 3 financial years (FY 2014-15, 2015-16, 2016-17). For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any subsidiary, associated or

7	Profitability	Audited financial statements for the last three financial years. Or Certificate from the Statutory Auditor		
8	Experience of handling Social Media Agency	-Certificate from the authorized signatory for each work.		
9	Presence In Assam	Self-certificate containing the address of the offices in Assam		

5.4 Technical Evaluation Framework

The Bidder who would qualify in the pre-bid, the technical evaluation of their proposals shall be undertaken. Technical solution proposed in the Technical Evaluation bid document will be evaluated as per the evaluation criteria mentioned in the following table. The bidder shall be required to provide these details as a part of the Technical Bid.

#	Evaluation Criteria	Total Marks		
1.	Bidder's Experience	15		
2.	Proposed Strategy (Methodology + Work plan)	45		
3.	Presentation	30		
4.	Quality of Proposed Resources for deployment	10		
	Total 100			

This Office (or a nominated agency) reserves the right to check/validate the authenticity of the information provided in the qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder as and when desired by this Office.

The following sections explain how the Bidders will be evaluated on each of the evaluation criteria.

5.4.1 Bidder's Experience

#	Criteria	Details	Documentary Evidence	Marks Allotted	
---	----------	---------	----------------------	-------------------	--

TOTAL				
		Awards = 0 Marks		
		Awards for 1 citation = 2 Marks No	award ceremony	
J.	campaigns	Awards for 2 citations = 3 Marks	responsible for the	5
3.	Award Winning 360 degree	Awards for >3 citations = 5 Mark	from the client/ agency	5
		Bidder should have won recognized awards for their creative work in the last 7 years.	Work Order and Copy of Award Certificates	
2.	Experience of handling 360 degree campaigns for distinct clients	The Bidder should have the experience of handling 360 degree campaign covering designing / production of Creatives / commercials for traditional, online and digital media (social media, internet marketing, blogs, etc.) for distinct clients in the last 3 years: 4 or more clients = 5 Marks 3 Clients = 3 Marks 2 Clients = 2 Marks 1 Clients = 1 Marks < 1 Citation = 0 Marks	Work order with detailed scope of work and campaign work outputs	5
1.	social media marketing campaigns	2 Clients = 3 Marks 1 Clients = 2 Marks		5
	Experience of	The Bidder should have the experience of handling large social media campaign for clients based in India in the last 3 years: 3 or more clients = 5 Marks	Work order with detailed scope of work given	

5.4.2 Proposed Strategy

	Criteria	Criteria Details	Documents to be submitted	Marks Allotted
	Creative vision and strategy for NRC	Understanding of the overall objective of digital promotion and	2 page write up on criteria details.	
1	Updation project	Specific Strategies for various phases of NRC Update via Social media platforms		8
2	Development of creatives	Creation of multi-media creatives (graphics, text, audio, video etc.) for keeping social media platforms interesting and engaging	Samples developed for NRC or similar concept to be included. Minimum two creatives from different multi-media forum.	7
3.	Monitoring & Crisis Management Plan	Includes regular monitoring of all social media platforms for both positive and negative feedbacks. That apart the agency must also deal with crisis as and when it arises and turning of the same in favour of the NRC campaign for a positive impact and cooperation amongst the applicants/public at large.	2 page write up on criteria details.	10
4	Proposed software tool for social media monitoring	The monitoring tool shall be deployed for analyzing comments / remarks about NRC in various media like newspaper, magazines, blogs, social media platforms etc. both offline & online, national & international.	Details on the feature of the proposed software tool for social media monitoring.	20
T	DTAL			45

5.4.3 Presentation

#	Criteria	Marks Allotted	
1.	Credentials of the Agency:	6	
2.	Infrastructure facilities:	Use a good industry standard monitoring tool for analyzing comments / remarks about NRC in various media like newspaper, magazines, blogs, social media platforms etc. both offline & online, national & international. Demonstration of the tool.	12

3.	Digital Command Centre and Live Dashboard	set up a digital command centre and develop a live l	12
TOTAL			30

5.4.4 Proposed Resources for deployment

#	Criteria	Max Marks Allotted
	Two (2) numbers of dedicated personnel to be engaged to continuously monitor and interact in social media platform. Details given in Scope of Work. Bio-data to be provided as per format not exceeding one page of the professionals with minimum of 2 experienced and dedicated professionals in the area of Social Media Management. Marking shall be relative (for comparing resources of different bidders) based on the education and professional qualifications of the proposed resources.	10
TO	10	

5.5 Notification of Award

Prior to the expiration of the validity period, this Office will notify the successful bidder in writing that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee (PBG), this Office will promptly notify each unsuccessful bidder and return their EMD/ Bid Security.

5.6 Signing of Contract

After the notification of award, this Office will issue Purchase Order (PO)/ Letter of Intent (LoI). The Bidder shall sign and return back to this Office duplicate copy of the Purchase Order/LoI as an acceptance of the PO/ LoI within 7 working days from the date of issuance of PO/ LOI along with a Performance Bank Guarantee.

On receipt of the Performance Bank Guarantee this Office shall enter into a contract with the successful bidder. This Office shall have the right to annul the award in case there is a delay of more than 30 days in signing of the contract, from the date of acceptance of PO/LOI, for reasons attributable to the successful

bidder and follow Government guidelines for the award of the contract to the next best value bidder as per evaluation criteria.

5.7 Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense deposit with this Office, within seven (7) working days from the date of issuance of PO/ Lol, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Nationalised bank to this Office, in the format prescribed in Annexure, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of the total contract value. PBG shall be invoked by this Office in the event the Bidder:

- i. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of this Office
- ii. Misrepresentations of facts/information submitted to this Office

The performance bank guarantee shall be valid for 180 days post satisfactory completion of the overall engagement/work as stipulated in MSA. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

The performance bank guarantee may be discharged/returned by this Office upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, this Office would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of this Office under the contract in the matter, the proceeds of the PBG shall be payable to this Office as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. This Office shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.

This Office shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to the bidder, an equivalent value of any payment made to the bidder due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in this RFP, the performance bank guarantee shall be accordingly extended by the Bidder.

5.8 Failure to agree with the Terms & Conditions of the RFP

Without prejudice to above, failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event this Office may award the contract to the next best value bidder or call for new proposals.

In such a case, this Office shall invoke the PBG and forfeit the EMD of successful bidder. In terms of failure to submit the PBG within the specified time or renewal, 1% penalty shall be applicable on per week basis.

6 Payment Schedule

The selected agency will be required to submit the invoice along with evidence of the work completed, post completion of the assignments successfully as per the agreed strategy plan or otherwise as the case may be. The rates would be used as per commercials quoted by the selected agency to arrive at the costing of the assignment under the agreed strategy plan and payments. Post completion of each assignment under this engagement, this Office will assess the delivery for the approval to selected agency.

Note:

- 1. The Vendor shall raise the invoice to this Office in pursuance to the agreed and approved payment schedule milestones.
- Any payment which is required to be paid in connection with production or release to outsourced agency, the same shall be paid directly by this Office in consultation with the selected agency and on approving the invoice of outsourced agency.
- Cost related to media buying or air time buying shall be paid directly to the concerned agency by this Office in consultation with the selected agency and on approving the invoice of such concerned agency.
- 4. Cost related to media boost activity shall be undertaken by Agency and invoices shall be paid quarterly for reimbursement by NRC authority. The cost of such activity shall be as per actual rates charged by social media platforms. Agency shall be paid service charge as per tender rate.
- 5. The Government levied taxes duties as applicable on the Professional Fee, Sub-Contract/ Vendor costs and Media costs shall be payable by this Office.
- 6. Wherever applicable, taxes shall be deducted at source from the Professional fee, Sub-Contract/ Vendor costs, Media costs and other costs by this Office in accordance with the directions from timeto-time.
- 7. Payments terms (credit period) 90 days from the date of submission of invoices.

7.1 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no.

_____dated_____. This is to certify that our offer contains no deviation either Technical (including but not limited to Scope of Work or requirements by this Office) or Commercial in either direct or indirect form.

(Authorised Signatory) Signature:

Name: Designation: Address:

Seal:

Date:

7.2 Format for Bank Guarantee

Bank G	uarantee no		C	lated	(here	inafter i	referre	ed to as	s the 'Bank')	
Performance Security under Contract Agreement dated(hereinafter referred						red to				
as the	'Agreement') exe	cuted betv	veen Co	mmissioner &	Secretary,	Home	& Po	olitical	Department	t cum
State	Coordinator,	NRC,	Assam	(hereinafter	referred	to	as	the	'Office')	and

(hereinafter referred to as 'Agency') for performance of services related to Social Media Promotion in connection with National Register of Citizens update (hereinafter referred to as the 'Services').

At the request of the Agency, we _____

(name and address of NRC) do hereby unconditionally and irrevocable affirm and undertake that we are the Guarantor and are responsible to the Office on behalf of the Bidder up to a total sum of Rs._____ (Rupees______ only), such sum

being payable by us to the Office immediately upon receipt of first written demand from the Office.

We hereby waive the necessity of the Office to demand the said amount from the Agency 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 Office that the Office shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due

and payable by the Agency which is recoverable by the Office by invocation of this Guarantee.

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

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

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

We, (bank name) ______lastly undertake not to revoke this guarantee during its currency/validity period except with the previous consent of NRC Assam in writing.

(Authorized signatory on behalf of Bank with seal)

Name: _____

Code no. of the officer: _____

Bank Name: _____

Designation in NRC: _____

Bank Address: _____

Bank phone no. _____

8 Annexure – Formats for submission of Technical Proposal

8.1 Technical Bid Covering Letter

Τo,

The State Coordinator National Register of Citizens, Assam Bhangagarh, Bharalupar Guwahati- 781005

Subject: Submission of the Technical Proposal for Selection of Social Media Agency for NRC

Dear Sir,

We, the undersigned, offer to provide Social Media services with reference to your Request for Proposal dated <insert date>. We are hereby submitting our Technical Proposal as part of this envelope.

We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

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

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

8.2 Bidders Experience – Citations Format for all experience

S. No.	Item	Bidder's Response
1.	Name of Bidder	
2.	Assignment Name	
3.	Name of Client	
4.	Country	
5.	Contact Details (Contact Name, Address, Telephone Number)	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence attached	

8.3 Curriculum Vitae of Proposed Team Members (Key Personnel)

S. No.	Item		Bidder's Response		
1	Name				
2	Specify role to be play	ved in the project			
3	Name of Organization				
4	Number of years with Organization	the Current			
5	Total Experience (in Y	′ears)			
6	Experience in yrs. (Pr Designation, responsi	ovide details regarding bilities, tenure etc.)	name of organiza	tions worked for,	
7	Name of	From	То	Designation/	
	Organization			Responsibilities	
7.1					
7.2					
8	Summarized profession chronological order	onal experience (Releva	ant to the Current	Project) in reverse	
	From	То		ect / Position / Relevant hnical and Managerial	
8.1					
8.2					
9	Educational Backgrou specialization areas e	nd, Training / Certificat tc.	on including instit	tutions, % of marks,	
	Degree	Year of Award of Degree	University	% of marks	
9.1					
9.2					

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9 Annexure – Formats for Submission of the Commercial Proposal

9.1 Commercial Proposal Covering Letter

To:

The State Coordinator National Register of Citizens, Assam Bhangagarh, Bharalupar Guwahati- 781005

Subject: Submission of the Commercial Proposal for Selection of Social Media Agency for NRC

Dear Sir/Madam,

We, the undersigned, offer to provide the Social Media services for NRC in accordance with your Request for Proposal dated **<<Date>>** and our Proposal. Our attached Commercial Proposal comprising of component A and B both is for the amount of **<<Amount in words and figures>>**. This amount is inclusive of all the taxes.

- 1. PRICE AND VALIDITY
 - All the prices mentioned in our bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.
 - We hereby confirm that our prices include all applicable taxes. However, all the taxes are quoted separately under relevant sections.
 - We understand that the actual payment would be made as per the existing direct tax rates during the time of payment.
- 2. UNIT RATES

We have indicated in the relevant forms enclosed the unit rates for the purpose of on account of payment.

3. RFP PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in this RFP. Our bid prices are mentioned in the submitted Commercial Bid.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Section 7.3 of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal, i.e., **[Date]**.

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

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorised Signature:	Signatory)
Name:	

Designation: Address: Seal:

Date:

9.2 Commercial Proposal

A. Detailed Costing to be used for evaluation: The evaluation of commercial bid shall be done for period of 9 months.

S. No.	Description of Item/Activity across all social media platforms	Cost Per Unit per month (in INR)/	Total no of units per mont h	Tot al mo nth	Cost for 9 months	App lica ble taxe s (in INR)	Sub- Total Cost (in INR)
1.	Monthly cost of personnel deployed		2	9			
2.	Monthly charges of software tool for media monitoring		1	9			
3.	Cost of multimedia creative -						
3.1	Creative/Graphic/Text – The graphics/text ratio and the image size must be as per individual social media platforms that guarantees maximum visibility. E.g. Banner, button, leaderboard, mobile leaderboard, GIF etc.		45	9			
3.2	Audio – MP3, AMR and any other format that is compatible universally for upload and download on all social media platforms. Duration 60 seconds		4	9			
3.3	Audio Visual (MP4, MOV, AVI, MPEG, 3GP and any other version that is compatible for easy upload/download and is smart phone friendly. Duration of the AV – 60 seconds		4	9			

4.	Service charge of agency for social media boost activity (whereas the cost for media boost/email blasts etc. shall be paid as per actual rates charged by platforms such as Facebook, You Tube etc., agency may quote a service charge for handling such activities. The amount to be quoted in percentage. For the purpose of calculating the Financial Bid, it is estimated that Rs 5 lakh shall be spent on Social Media Boost activity for 9 months. Monthly cost may vary as per requirement. The agency will quote percentage of the total amount as service charge for undertaking media boost etc. activities.	NA	NA	% of Rs 5 lakh = For eg: If quoted 1% of 5 Lakh, then value here should be given as "1% of 5,00, 000 = Rs 5000"
	TOTAL COST			

*some of the activities to be covered under social media boost – Facebook Page Boost, Facebook likes campaign, YouTube Ads view, Twitter promotion through retweets and sponsored ads/tweets, Email Blast, Display AD and Search AD Google, Banner Ad, Search Engine Optimization etc.

All activities mentioned above including the final deliverables submitted by the selected agency should be in its final stage to be shared for release.

Bidders may add more rows to substantiate their cost for creative, which shall also be used for evaluation. Any cost which is not quoted in the commercial proposal for evaluation and later required to deliver the final creative, shall be paid by selected agency without any claim to this Office.

10 Annexure – Template for Performance Bank Guarantee

PERFORMANCE SECURITY:

Bank Guarantee no. _____dated___

(hereinafter referred to as the 'Bank')

Performance Security under Contract Agreement dated (hereinafter referred to as the 'Agreement') executed between Commissioner & Secretary, Home & Political Department cum State Coordinator, NRC, Assam (hereinafter referred to as the 'Office') and

(hereinafter referred to as 'Agency') for performance of services related to Social Media Promotion in connection with National Register of Citizens update (hereinafter referred to as the 'Services').

At the request of the Agency, we _____

(name and address of NRC) do hereby unconditionally and irrevocable affirm and undertake that we are the Guarantor and are responsible to the Office on behalf of the Bidder up to a total sum of (Rupees Rs. only), such sum being payable by us to the Office immediately upon receipt of first written demand from the Office.

We hereby waive the necessity of the Office to demand the said amount from the Agency 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 Office that the Office shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable by the Agency which is recoverable by the Office by invocation of this Guarantee.

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

We unconditionally and irrevocably undertake to pay to the Office any amount so demanded not

exceeding Rs._____ (Rupees _____ only) notwithstanding any disputes raised by the Agency or anyone else in any suit or proceedings before any arbitrator, court, tribunal or other authority. The payment so made by us under this Guarantee to the Office shall be valid discharge of our liability for payment under this Guarantee and the Agency shall have no claim against us for making such payment.

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

We, (bank name) ______lastly undertake not to revoke this guarantee during its currency except with the previous consent of NRC Assam in writing.

(Authorized signatory on behalf of Bank w	ith seal)
Name:	
Code no. of the officer:	
Bank Name:	
Designation in NRC:	
Bank Address:	
Bank phone no	

11. Annexure: Declaration of Clean Track Record

From:

To:

The State Coordinator National Register of Citizens, Assam Bhangagarh, Bharalupar Guwahati- 781005

Dear Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this RFP.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the form of Demand Draft.

3. I/We further undertake that the Agency has not been banned/suspended/blacklisted.

Yours faithfully,

(Signature of the Bidder)

Name _____

Designation_____

Date_____

Seal

12. Annexure: Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

WHEREAS, we, __, having Registered Office at __, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees), are agreeable to execute "Selection of Social Media Agency" as per scope defined in the Request for Proposal (RfP) No : SPMU/NRC/Social Media/388/2016/1 dated for National Register of Citizens (NRC) Assam, First Floor, Achyut Plaza, Bharalupar, Bhangagarh, Guwahati- 78100, Assam (hereinafter referred to as the NRC) and,

WHEREAS, the COMPANY understands that the information shared by the NRC in their Request for Proposal is confidential and/or proprietary to the NRC, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the NRC;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce NRC to grant the COMPANY specific access to NRC's property/information, etc.;

- The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to NRC, unless the COMPANY has first obtained NRC's written authorisation to do so;
- The COMPANY agrees that information and other data shared by NRC or, prepared or produced by the COMPANY for NRC in response to the said RfP, will not be disclosed to anyone during or subsequent to submission of the offer to NRC.
- 3. The COMPANY shall not, without NRC's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of NRC in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to NRC and/or for the performance of the Contract in the aftermath. Disclosure to any employed/

engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to effect the intent of the parties.

Yours sincerely,

Date

Place

Name of the Authorised Signatory ... Designation ... Name of the Organisation ... Seal ...

Signature of Authorised Signatory ...

13. Annexure- Specimen Agreement

The	agreemen	t	is	made	e on	this			_ day	of			be	tween
herein	referred	to	as	the	First	Party	carrying	on	business	under	the	name	and	style
of												a	nd	

Commissioner & Secretary, Home & Political Department and State Coordinator, NRC, Assam herein after referred to as the Second Party whereas the First Party has agreed with the Second Party for supply of required items in conformity with the requirements & specifications.

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows:

2. Services which are not in conformity with the requirements/specifications as detailed under Scope of Work/Instructions to Bidders/General Terms and Conditions are liable to be rejected.

3. This contract shall be effective from _______to _____. The RFP is valid for a period of one (1) year from the date of opening of the document. The contract may be extended with the same terms and conditions and rates for six more months with the consent of both the parties.

4. The First Party shall execute the Work Order placed by the Second Party with great promptness and satisfaction of the Second Party.

5. Due to the nature of the services which required promptness Work Order shall be communicated over e-mails and First Party shall immediately engage into work through the dedicated team as mentioned in the response to the bid document. Formal orders will given after completing all formalities.

6. SLA shall be as per RFP.

7. The PBG deposit shall be released after 2 (two) months on successful completion of the work at the end of the contract period including the extended period, if any.

8. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the State Coordinator, NRC, Assam or any person nominated by the State Coordinator, NRC Assam. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 (including Amendments, if any). No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

9. The Security Deposit is liable to be forfeited without any prejudice to any other rights and remedies of the Agency in case the First Party fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period, if any.

10. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.

11. That the First Party acknowledges that it has fully acquainted with all the terms and conditions and shall not plead ignorance of the same.

Name.....

Name.....

Signature of the authorized official

Address: _____

Signature of the authorized official on behalf of NRC, Assam

Address: _____

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