RFP no: SPMU/NRC/Print Media &Production/98/2015/ dated February 28th, 2018



REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CREATIVE AGENCY FOR PRINT MEDIA

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

Table of Contents

	RFP for Empanelment of Creative Agency For Print Media			
1	Fact	Fact Sheet		
2	Back	kground	5	
	2.1	What is National Register of Citizens (NRC)?	5	
	2.2	Purpose of RFP	5	
3	Bida	ler's Profile	6	
(C	n Agen	cy's Letter Head)	6	
4	Eligi	ibility Criteria	8	
5	Tern	ns and Conditions of RFP	9	
	5.1	Instructions to the bidder	9	
	5.1.1	1 General	9	
	5.1.2	2 Complaint Proposals / Completeness of Response	9	
	5.1.3	Bid Clarifications	9	
	5.1.3	3.1 Bidder's Queries	9	
	5.1.4	4 Key Requirements of the Bid	10	
	5.1.5	5 Preparation and submission of Proposal	12	
	5.1.6	6 Deviations	13	
	5.1.7	7 Evaluation process	13	
	5.1.8	8 Consortiums	15	
	5.2	Evaluation Process	15	
	5.2.1	1 Stage 1: Technical Evaluation	15	
	5.2.2	2 Stage 2: Commercial Evaluation	15	
	5.2.3	Stage 3: Final score calculation through QCBS	16	
	5.3	QUALIFICATION CRITERIA	17	
	5.4	Technical Evaluation Framework	18	
	5.5	Notification of Award	21	
	5.6	Signing of Contract	21	
	5.7	Performance Bank Guarantee (PBG)	22	
	5.8	Failure to agree with the Terms & Conditions of the RFP	23	
6	Payr	ment Schedule	23	
	7.1	No Deviation Certificate	24	
	72	Format for Bank Guarantee	24	

8	Anne	Annexure – Formats for submission of Technical Proposal		
	8.1	Technical Bid Covering Letter	26	
	8.2	Bidders Experience – Citations Format for all experience	27	
	8.3	Curriculum Vitae of Proposed Team Members (KeyPersonnel)	28	
9	Anne	xure –Formats for Submission of the Commercial Proposal	29	
	9.1	Commercial Proposal Covering Letter	29	
	9.2	Commercial Proposal	31	
	A. De	etailed Costing to be used for evaluation: The evaluation of commercial bid shall be done for period of 12 months.	31	
10	Anne	xure –Template for Performance Bank Guarantee	32	
11	11. Annexure: Declaration of Clean Track Record			
12	12. Annexure- Specimen Agreement35			

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

RFP for Empanelment of Creative Agency For Print Media

RFP no: SPMU/NRC/Print Media &Production/98/2015/ dated February 28th, 2018

Request for Proposal for Selection of Social Media Agency

The State Coordinator, National Register of Citizens (NRC), Assam invites Request for Proposals (RFP) from reputed **Creative Agencies** for designing of advertisements/creatives for Print Media for National Register of Citizens (NRC), Assam to create awareness amongst the public about the NRC update process being implemented in the state of Assam.

Bidders may obtain the RFP by downloading from the official website www.nrcassam.nic.in.

The Bidders who have downloaded the RFP containing the details, terms and conditions from the website should include in their proposal with 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. 50,000/- (Rupees Fifty Thousand 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 sealed Envelope 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.

Schedule to the invitation of RFP

SI. no.	Scheduled	Start Date	Start Time	End Date	End Time
1	Download Start Date	6/3/2018	12.00 p.m.	15/3/2018	2.00 p.m.
2	Bid submission	26/3/2018	10.00 a.m.	26/3/2018	4.30 p.m
3	Technical Bid Opening	27/3/2018	2.00 PM		
4	Financial Bid Opening		To be notified latter		

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 www.nrcassam.nic.in...

State Coordinator National Register of Citizens (NRC), Assam

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 www.nrcassam.nic.in . 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. 50,000 (Rs Fifty Thousand 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 from 07/3/2018 to 17/3/2018
	 Address- Office of The State Coordinator NRC, Assam, Achyut Plaza, Bhangagharh, Guwahati.
	o Phone - 7896846478
5.	Proposals must remain valid for 90 days after the submission date
6.	Bidders must submit:
	An original copy and <one> additional copy of proposal for Technical Proposal</one>
	One original copy of the Commercial Proposal detailing the calculations of proposal
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:
	26 th March, 2018 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.

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

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 various timelines of the project.
- To build a communication channel between the Govt & public for NRC updation
- Overall, build positive image of NRC.

2.2 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 for designing creatives for Print Media.

3 Bidder's Profile

(On Agency's Letter Head)

SI.			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 Creative Agency Business		
9	Engagements/assignments conducted for PSUs/public or private corporate during last 5 years from date of RFP. The relevant order copies to be enclosed.	Organizations i. With Public Sector ii. With Private Sector iii. With Government Departments iv. Others, if any	Years
10	Tools to use for development of Creatives	iv. Stroid, if any	L
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 certifie	ed 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 e	enclosed
18	List of organization with whom currently empanelled (satisfactory performance)	Enclose certificates from the org	
19	Principal Banker & Name		

20	Amount Rs. 1,000/- enclosed as cost of RFP	
		Drawn on:
		Dated:
21	Amount of Rs. 50,000/- 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:	

4 Eligibility Criteria

Eligibility Criteria	Documents to be submitted
The Creative Agency should have experience in designing of creatives for Newspaper Advertisement/Hoarding/Leaflet for at least 3 years in Government sector/reputed private sector.	Credentials to support similar experience. (Copies of work order & project completion certificate).
The Creative Agency should have ability to write script in English, Assamese, Bengali & Bodo based on the concept provided from NRC within shortest possible time.	Assignments undertaken for other Government/Private clients.
Annual Turnover of minimum Rs. 20,00,000 (Rupees Twenty Lakhs) only for last 3 years.	 Attach certificate from Chartered Accountant for the Financial Year: a. 2014-15: b. 2015-16: c. 2016-17:
The Creative Agency should have in-house capability to take up assignments of 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 should have sound knowledge of English, Assamese, Bengali and Bodo languages.	Credentials in support of similar experience.
The Creative Agency should have creative personnel for designing of creatives for Newspaper/ /Leaflet.	Provide 1-page CV of at least 4 creative personnel as required.
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.

5.1Instructions 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 Bid Clarifications

5.1.3.1 Bidder's Queries

5.1.3.1.1 The Bidders will have to ensure that their queries reach This Office (mediaexpert.nrc.assam@gmail.com) by email on or before 7th March, 2018.

5.1.3.2 Responses to Bid Queries and Issue of Corrigendum

- 5.1.3.2.1 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.
- 5.1.3.2.2 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.
- 5.1.3.2.3 The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website www.nrcassam.nic.in.
- 5.1.3.2.4 Any such corrigendum shall be deemed to be incorporated into this RFP.
- 5.1.3.2.5 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.

5.1.4 Key Requirements of the Bid

5.1.4.1 Right to Terminate the Process

- 5.1.4.1.1 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.
- 5.1.4.1.2 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.

5.1.4.2 Earnest Money Deposit (EMD)

- 5.1.4.2.1 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.
- 5.1.4.2.2 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.
- 5.1.4.2.3 The EMD amount is interest free and will be refundable to the

unsuccessful bidders without any accrued interest on it.

- 5.1.4.2.4 The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- 5.1.4.2.5 The EMD may be forfeited:
 - 5.1.4.2.5.1 If a bidder withdraws its bid during the period of bid validity.
 - 5.1.4.2.5.2 In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

5.1.4.3 Submission of Proposals

- 5.1.4.3.1 The bidders should submit their responses as per the format given in this RFP in the following manner
 - 5.1.4.3.1.1 "Technical Proposal "- (1 Original in First envelope.)
 - 5.1.4.3.1.2 "Commercial Proposal" (1 Original with detailed calculations) in second envelope.
- 5.1.4.3.2 Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- 5.1.4.3.3 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 Creative Agency for Print Media" against <RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time> as mentioned in the fact sheet".
- 5.1.4.3.4 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".
- 5.1.4.3.5 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.
- 5.1.4.3.6 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.
- 5.1.4.3.7 All pages of the bid including the duplicate copies, shall be initiated and stamped by the person or persons who sign the bid.

5.1.4.3.8 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.

5.1.4.4 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.

5.1.5 Preparation and submission of Proposal 5.1.5.1 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.

5.1.5.2 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.

5.1.5.3 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.

5.1.5.4 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 www.nrcassam.nic.in, 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.

5.1.5.5 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.

5.1.5.6 Late Bids

- 5.1.5.6.1 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.
- 5.1.5.6.2 The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 5.1.5.6.3 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.
- 5.1.5.6.4 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.

5.1.6 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.

5.1.7 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.

5.1.7.1 Tender Opening

- 5.1.7.1.1 Tender Opening shall happen as per the details provided 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.
- 5.1.7.1.2 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.

5.1.7.2 Tender Validity

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

5.1.7.3 Tender Evaluation

- 5.1.7.3.1 Initial Bid scrutiny will be held and incomplete details as given below will be treated as non- responsive. If Proposals;
- 5.1.7.3.1.1 Are not submitted in as specified in the RFP document
- 5.1.7.3.1.2 Received without the Letter of Authorization (Power of Attorney)
- 5.1.7.3.1.3 Are found with suppression of details
- 5.1.7.3.1.4 Submitted with incomplete information, subjective, conditional offers and partial offers
- 5.1.7.3.1.5 Submitted without the documents requested in the checklist
- 5.1.7.3.1.6 Have non-compliance of any of the clauses stipulated in the RFP
- 5.1.7.3.1.7 With lesser validity period
- 5.1.7.3.2 All responsive Bids will be considered for further processing as mentioned below.
- 5.1.7.3.3 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.

5.1.8 Consortiums

Consortiums are not allowed for this engagement.

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.
- 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

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

Pre-Bid 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. 50,000/- (Rupees Fifty Thousand 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 agreement within the specified time, or withdraws his bid within the validity of the bid, the Bid Security shall be forfeited. The Bid Security of the unsuccessful bidders will be returned within 30 days after the finalization of the bid.
2	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.
3	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.
4	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
5.	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
6.	Bidder should have had an average annual turnover of at least Rs 20 Lakhs in the last 3 financial years (FY 2014-15, 2015-16, 2016-17). For the purpose of this criterion, turnover of	Audited financial statements for the last three financial years. Or Certificate from the Statutory Auditor
	only the bidding entity will be considered. Turnover of any subsidiary, associated or other related entity will not be considered.	
7	Profitability	Audited financial statements for the last three financial years. Or Certificate from the Statutory Auditor
8	Experience of handling Creative 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.

SI. No.	Evaluation Criteria		Maximum Marks Allotted
1	Number of years of operation (i) 3-5 years: (ii) >5 years:	5 marks 10 marks	10
2	Number of Newspaper creatives designed for Central/St or any reputed private organization during the last 5 year (i) 20-30: (ii) 31-40: (iii) > 40:		10

3	Number of creatives designed for Brochure/Leaflet/Banner . (i) 20-30: 5 marks (ii) 31-40: 7 marks (iii) > 40: 10 marks	10
4	Portfolio of the Creative Personnel A) Translator (Bodo, Assamese, Bengali) B) Designer C) Illustrator D) Copy Writer	20
5	Infrastructure of the Creative Agency	10
6	Samples of creatives designed for Central/State Department/PSU during the last 5 years where quality of earlier works will be judged.	20
7	Samples of Translation to be submitted in Assamese, Bengali and Bodo of the paragraph given below this Table.	20
	Total	100

Paragraph for point no.7:

With the formal closure of the Application Receipt phase on 31st August, 2015, the Verification Process has started all over Assam from 1st September, 2015. Verification is the most crucial phase of NRC Updation as correct verification will only ensure an error free NRC. The main aim of the Verification Process is to ensure that no ineligible person gets entry and that no genuine person gets left out. During this phase, 68.33 lakh Application forms and approximately five (5) crore supporting documents would be verified.

The process of verification is conducted in two (2) parts:

(1) Office Verification and (2) Field Verification

The details of this complicated processes is briefed for the understanding of public here under:

- 1. Office Verification: Usually authentication of any document is done through matching the photocopy submitted by applicants with originals, like it is done during university admission or job recruitment. But for creation of an error free NRC, this method of verification is not sufficient. Authentication here is to be fool proof. Therefore, each of about 5 crore documents submitted shall be sent to the issuing authority to ascertain:
- Whether the document was actually issued by that authority or not and,
- Whether the particulars of the document submitted by applicant matches with the particular recorded in the original document of the issuing authority.

OFFICE VERIFICATION WILL IDENTIFY AND ELIMINATE FAKE/FORGED DOCUMENTS.

- 2. Field Verification: During Field Verification the Verification Teams (VTs) in each district will go house to house to:-
- Check identity proof and match photo of applicant
- Compare submitted documents with originals
- Establish if documents submitted related to the person
- Verify relationship claimed through List-B document

- In case of absence of List-B document, relationship to be ascertained by Verification Team through quasijudicial process
- Determine correct particulars in case of aliases/erroneous names in Legacy Data
- Make corrections (if required) in the Application Form, collect particulars (if any) of unfilled questions in form
- Collect additional document, if required
- Collect details of family tree (list of family members) to match the detail with those submitted by the various applicants across Assam. Matching the family tree submitted by applicants with the one generated by software on the basis of Forms received will be the most important mechanism to detect false claims.

YOUR ROLE:

Though verification is a statutory duty to be performed by government machinery, without support and active engagement of public, verification, the most crucial phase of NRC updation can't truly succeed. We appeal the public to:

- 1. Participate enthusiastically as all did during the Applicant Receipt Phase.
- 2. Requirement of physical presence at the current address provided by the applicant in Application Form. If the Verification Team is satisfied about the genuineness of the persons mentioned in the application then the physical presence may be exempted by the team for such persons on account of presence outside Assam for treatment, studies, work etc.
- 3. Some applicants have submitted documents which are legally non-admissible, such as Birth Certificates issued by School Authority etc. In such cases the VT will ask you for alternate documents and/ or evidence. Please provide photocopy of other admissible document.
- 4. In case you have not submitted necessary documents due to its unavailability during Application submission phase, the same can be submitted to the VT during house to house visits. The signature of an adult family member shall be recorded in the additional document by the VT.
- 5. There are errors in filling up some questions in the Application Forms, some are also left blank. Cooperate with the Verification Team in correcting and entering such entries. It is preferable that the Head of the Family or any adult member shall sign to authenticate such corrections in the Application Form.
- 6. Correct your names/aliases: There are a lot of cases where the names recorded in the Legacy Data/ List A documents varies with the name of the person today. The cases may be as follows:-
- Married women: In case of a number of married women, there may be a change of surname.
- Surname adoption: Variance may also be due to a change of surname adopted by the person/ family over a period of time.
- Nicknames or aliases: In a number of cases, nicknames or aliases were recorded in the Legacy Data/ List A document.
- Errors or names wrongly recorded in Legacy Data: In some cases there are errors in names recorded in the Legacy Data / List A document.

In all such cases, identity of the person shall be ascertained by the Verification Team through a quasi-judicial process to their satisfaction and will be referred to the DRCR (Deputy Commissioner) for confirmation.

7) Keep other/additional supporting documents ready, in case required for verification. There are also instances where the documents that have been submitted along with the applications are illegible. The lack of

clarity may be due to various reasons such as – not photocopied properly, necessary parts of the document not visible, light print of the texts etc. In such cases, the Verification Teams will approach you to obtain a fresh copy of the said documents, since illegible documents cannot be verified and is likely to be rejected. You are hereby given this opportunity to arrange for fresh photocopies of such documents and to cooperate with the VT teams.

- 8) Report cases of new born babies or deaths in family that may have occurred after the submission of the Application Form. In all such cases you have to produce documentary evidence.
- 9) We will ensure that the verification process is hassle free and people friendly. However, for your information, during the field visits, if at any given point of time you find the behavior of any member of the VT inappropriate or encounter any kind of harassment, please report the same immediately to the LRCR officer at your designated NSK or approach the CRCR (Circle Officer), DRCR (Deputy Commissioner). You may also place a call to our toll free helpline number 15107 or log in to our Grievance Redressal Portal. You can also report any instance of use of fraudulent means by any person through our helpline and online portal.
- 10) Those who missed the visit of Verification Team or are presently out of state, can visit their designated NSK get their claims verified. Those presently residing out of Assam and have applied online can locate their designated NSK through the "Know your NSK" feature in the NRC Website.

This Office 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.

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/ LoI, 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.
- 2. Any payment which is required to be paid in connection with production or release to outsourced agency, the same shall be paid by this Office to the selected agency only.
- 3. Wherever applicable, taxes shall be deducted at source.

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 S indirect form.	cope of Work or requirements by this Office) or Commercial in either direct or	
(Authorised Signatory) Signature:		
Name: Designation: Address:		
Seal:		
Date:		
as the 'Agreement') execut State Coordinator,	r Contract Agreement dated(hereinafter referred ed between Commissioner & Secretary, Home & Political Department countries. IRC, Assam (hereinafter referred to as the 'Office') a	
	'Agency') for performance of services related to Social Media Promotion gister of Citizens update (hereinafter referred to as the 'Services'). y, we	in
(name and address of NRC) do hereby unconditionally and irrevocable affirm and undertake that we are	the
Guarantor and are resp	onsible to the Office on behalf of the Bidder up to a total sum	of
Rs	(Rupeesonly), such si	um
being payable by us to the 0	Office immediately upon receipt of first written demand from the Office.	
We hereby waive the neces	sity of the Office to demand the said amount from the Agency first prior to servi	ng
a Demand Notice upon us for	or 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	ent
shall in any way release u	s 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	he
Office shall be the sole and	the exclusive judge to determine that whether or not any sum or sums are d	ue

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,
ribunal 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/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 bank:
Bank Address:
Bank phone no

3 Annexure – Formats for submission of Technical Proposal

8.1 Technical Bid Covering Letter

To,

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

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

Dear Sir,

We, the undersigned, offer to provide Creative services for Print Media 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.

•	
(Authorised Signatory)	
Signature:	
Name:	
Designation:	
Address:	
Seal:	
Date:	

Yours sincerely.

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.	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	red 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. (Pro	ovide details regarding bilities, tenure etc.)	name of organiza	tions worked for,	
7	Name of Organization	From	То	Designation/ Responsibilities	
7.1					
7.2					
8	Summarized professional experience (Relevant to the Current Project) in reverse chronological order				
	From	То	Company / Project / Position / Relevant Functional, Technical and Managerial experience		
8.1					
8.2					
9	Educational Backgrou specialization areas e	nd, Training / Certificati tc.	on including instit	tutions, % of marks,	
	Degree	Year of Award of Degree	University	% of marks	
9.1					
9.2					

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 Creative Agency for Print Media of NRC

Dear Sir/Madam,

We, the undersigned, offer to provide the Creative Agency services for Print Media of NRC in accordance with your Request for Proposal dated <<**Date>>** and our Proposal. Our attached Commercial Proposal 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

Thanking you

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 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.

,	
(Authorised Signature:	Signatory)
Name:	
Designation:	
Address:	
Seal:	
Date:	

9.2 Commercial Proposal

Address:

A. Detailed Costing to be used for evaluation: The evaluation of commercial bid shall be done for period of 12 months.

SI. No.	Item	Size of the Design (approx.)	Total no of production	Per Production rate	Per Adaptation rate	Per Modification/ Revision rate	Translation per language rate	Total Cost
Α	В	С	D	E	F	G	Н	I
1.	Designing of creatives for Newspapers	Full Page	6	6 * per production rate	18* per Adaptation rate	1 * per revision rate	1* translation per language rate	
		Half Page	6	6 * per production rate	18* per Adaptation rate	1 * per revision rate	1* translation per language rate	
		Quarter Page	6	6 * per production rate	18* per Adaptation rate	1 * per revision rate	1* translation per language rate	
2.	Designing of creatives for Leaflets	1/4 demy size	6	6 * per production rate	18* per Adaptation rate	1 * per revision rate	1* translation per language rate	
3.	Designing of creatives for Banners	8 ft. x 4 ft.	3	Per Sq ft Rate				
4.	Designing of creatives for brochures	i. A4	2					
5.	Designing of creatives for Signages	8 ft. x 4 ft.	3	Per Sq ft Rate				
6.	Designing of creatives for Notices	1/4 demy size	10					
Total	cost	1	l	1				

^{***} The quantities and areas of production is based on requirement assessed presently and will be used for the purpose of calculation of the total bid cost. The actual quantity may vary as per requirement.

quirement.	
(Authorised Signature:	Signatory)
Name:	
Designation:	

Seal:

10 Annexure –Template for Performance Bank Guarantee

PERFORMANCE SECURITY:

Bank Guarantee no				lated			_	
			(hereinafter r	eferred to a	s the 'Bank	")		
Perform	nance Security ur	nder Contract Agree	ment dated			(hereir	nafter referi	red to
as the '	'Agreement') exe	cuted between Com	missioner & S	Secretary, I	Home & Po	olitical E	Department	cum
State	Coordinator,	NRC, Assam	(hereinafter	referred	to as	the	'Office')	and
(hereina	after referred to a	s 'Agency') for Creat	ive services for	Print Media	in connect	ion with I	 National Re	gister
of Citize	ens update (herei	nafter referred to as	the 'Services').					
At the	request of the Aç	gency, we					,	
(name	and address of N	IRC) do hereby unco	nditionally and	irrevocable	affirm and	undertak	e that we a	re the
Guaran	tor and are re	esponsible to the	Office on bel	nalf of the	Bidder	up to a	a total su	m of
Rs		(Rupees					only),	such
sum bei	ing payable by us	to the Office immed	iately upon rece	eipt of first w	ritten dema	and from	the Office.	
	•	ecessity of the Office upon us for the end				•	ency first pr	rior to
We furth	her agree and aff	irm that no change o	r addition to or	other modifi	cation to th	e terms o	of the Agree	ement
shall in	any way release	e us from any liabilit	y under this ur	nconditional	and irrevo	cable Gu	uarantee ar	nd we
hereby	waive notice of a	any such change add	dition or modific	cation. We f	urther agre	e with th	ne Office th	at the
Office s	hall be the sole a	and the exclusive jud	lge to determin	e that wheth	ner or not a	ny sum	or sums ar	e due
and pay	able by the Agen	ncy which is recovera	ble by the Offic	e by invocat	tion of this (Guarante	e.	
underta		oe discharged due to aw or revoke this (of the Office.	J		•			
We unc	onditionally and i	irrevocably undertak	e to pay to the	Office any a	amount so	demande	ed not exce	eding
Rs		_(Rupees				only) notwithsta	nding
any dis _l	putes raised by t	the Agency or anyor	ne else in any s	suit or proce	eedings be	fore any	arbitrator,	court,
tribunal	or other authorit	ty. The payment so	made by us ur	nder this Gu	uarantee to	the Offi	ce shall be	valid

	rge of our liability g such payment.	/ for pa	yment under th	nis Guara	antee and the	Agency	shall l	nave no claim	ı against	us for
This	unconditional to		irrevocable	Bank	Guarantee	shall	be	effectively	valid	from
,	ank name)		lastly undertal Assam in writin — (Au	g. uthorized	signatory on b	pehalf of	Bank	with seal)	except	with
			Cod Bar Des Bar	de no. of nk Name signation nk Addre						

11. Annexure: Declaration of Clean Track Record

From:		
То:		
	The State Coordinator National Register of Citizens, Assam Bhangagarh, Bharalupar Guwahati- 781005	
Dear Sir,		
1. I/We have conditions of the		e Tender and agree to abide by the terms and
	confirm that in the event of my/our tender Security, as applicable, in the form of Deman	being accepted, I/we hereby undertake to furnish nd Draft.
3. I/We further	undertake that the Agency has not been ba	anned/suspended/blacklisted.
		Yours faithfully,
		(Signature of the Bidder)
		Name
		Designation
		Date
		Seal

12. Annexure- Specimen Agreement

This ag	reement	is mad	de	on	this			day		2018 be		
							(he	erein aftei	r called	the Biddi	ng Age	ncy
whose	term	includes	its	succ	essors	and	assignees)	whose	register	ed offic	e is	at
								and b	etween	Commi	ssioner	8
Secretary, Home & Political Department and State Coordinator, NRC, Assam.												
The valid	dity of th	is contract	agree	ment	will be for	or a pei	riod of 12 mont	ths from \dots	C	lay of		
Month o	of Year	to.		da	y of		Month of	f Year	This	agreeme	ent can	be
terminat	ed at an	y time on g	giving	a writ	ten notic	ce of on	e month from	either side	e. The D	epartmen ^t	t shall h	ave
the right	to renev	v this agre	ement	on m	utually a	agreed t	erms and cond	ditions for	a further	period fro	om the c	date
•	thereof.	•			,	J				•		
7												

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 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 shall deposit Performance Security in the form of Bank Guarantee valid for 12 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 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 for the purpose of promotion and publicity of NRC Updation, Assam.
- 5. The Creative Agency shall be required to design and produce creatives in Assamese, Bengali, Bodo and English.
- 6. NRC shall have the sole copyright of the creatives designed.
- 7. Conceptualize quality creatives and designing that shall include the followings:
 - i) The Creative Agency shall be assigned work to prepare creatives for Print with inputs from State Project Management Unit (SPMU), NRC, Assam.
 - ii) Production of creatives for Newspapers.
 - iii) Production of creatives for Hoardings.
 - iv) Production of creatives for Leaflets.

- 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. Repeated undue delays may even attract cancellation of the Contract and blacklisting of the selected Creative Agency.
- 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 or on quarterly basis whichever is later.

Termination of Engagement/Contract

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

- o If the Creative Agency becomes insolvent or goes into compulsory liquidation.
- o If the Creative Agency, in the judgment of Department, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- o If the Creative Agency submits a false statement which has a material effect on the rights, obligations or interests.
- If the Creative Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest.
- If the Creative Agency 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	On behalf of the Department
Name:	Name:
Signature:	Signature:
Place:	Place:
Soul	Cool
Seal:	Seal: