



GOVERNMENT OF ASSAM

FLOOD AND RIVER EROSION MANAGEMENT AGENCY OF ASSAM, (FREMAA)

Address: 4th floor, Assam Water Centre, BasisthaChariali, NH-27, Guwahati-29,

Phone/Fax-(0361)2309896, Email: ceo-fremaa@assam.gov.in, Website: www.fremaa.assam.gov.in

No. FREMAA(P)/PROJ/192/2016/ 4267

Date: 13 /05/2023

**REQUEST FOR QUOTATION(RFQ)
(NON-CONSULTING SERVICES)**

Name of Project : **Assam Integrated River Basin Management Program (AIRBMP)**

Assignment Title : Hiring of service provider for content collection and development (Video and Photography) of pre-project situation under AIRBMP

The Government of India has applied for financing from the World Bank towards cost of the **Assam Integrated River Basin Management Program (AIRBMP)** Project. Under the project, Chief Executive Officer, Flood and River Erosion Management Agency of Assam (FREMAA) invites Request for Quotation (RFQ) for "Hiring of service provider for content collection and development (Video and Photography) of pre-project situation under AIRBMP". Complete documents of the RFQ shall be available on www.fremaa.assam.gov.in.

The last date and time for submission of quotation is on 22/05/2023 at 14:00 HRS (IST).


(Dr. Jeevan B, IAS)
 Chief Executive Officer
 FREMAA

Memo No: FREMAA(P)/PROJ/192/2016/4267

Date: 13 /05/2023

Copy to:

1. TO(C)-FREMAA, for publishing in the official website of FREMAA, www.fremaa.assam.gov.in


 Chief Executive Officer
 FREMAA

RFQ NO: FREMAA_NCS4_VIDEO AND PHOTOGRAPHY

To

Dear Sir/Madam,

Sub: REQUEST FOR QUOTATIONS FOR HIRING OF SERVICE PROVIDER FOR CONTENT COLLECTION AND DEVELOPMENT (VIDEO AND PHOTOGRAPHY) OF PRE-PROJECT SITUATION UNDER AIRBMP

1. You are invited to submit your most competitive quotation for the following activities: -

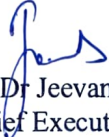
Brief Description of the services	Approximate value of services(Rs.) inclusive of Taxes.
HIRING OF SERVICE PROVIDER FOR CONTENT COLLECTION AND DEVELOPMENT (VIDEO AND PHOTOGRAPHY) OF PRE-PROJECT SITUATION UNDER AIRBMP	6,63,000/-

2. Government of India has applied for financing from the World Bank equivalent to US \$120 Million towards the cost of the AIRBMP Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this request for quotations is issued.
3. The AIRBMP in Assam state is being implemented by WRD and ASDMA under FREMAA as PMU, which is an autonomous agency registered under the Societies Registration Act.
4. To assist you in the preparation of your quotation, we are enclosing the following:
 - i. Instructions to Quotationers (in two sections, Section A & Section B).
 - ii. Scope of services (Section C)
 - iii. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

5. You are requested to provide your offer on or before 22/05/2023 at 14:00 hours (IST) at the following address.

***Address: Flood & River Erosion Management Agency of Assam (FREMAA)
4th floor, Assam Water Centre, Basistha Chariali, NH-27, Guwahati-29,***

6. Quotations will be opened on 22/05/2023 at 14:30 hours (IST) in the office of the Chief Executive Officer, FREMAA, Assam Water Centre, Guwahati-29. The Quotationers or their authorized representatives who choose to attend may be present in the office of the Chief Executive Officer, on the said date & time.
7. We look forward to receiving your quotations and thank you for your interest in this assignment.


(Dr Jeevan B, IAS)
Chief Executive Officer
FREMAA

Instructions to Quotationers

SECTION - A

1. Scope of services

The Chief Executive Officer, FREMAA (Employer) invites quotations for the services as mentioned in the table given below:

<i>Lot/Contract no.</i>	<i>Brief description of the Services</i>	<i>Estimated value (Rs.)</i>	<i>Time Period of Completion</i>
1	Hiring of service provider for content collection and development (Video and Photography) of pre-project situation under AIRBMP	6,63,000/- (Rupees Six Lacs Sixty Three Thousand Only)	4 Weeks

The successful Quotationer will be expected to complete the services as specified in the Scope of Services.

2. Qualification of the Quotationer: The Quotationer shall provide qualification information which shall include:

- (a) Minimum 3(three) Years of experience conducting professional level videography and photography services from the date of issue of RFQ
- (b) Experience working amongst government officials and/ or vulnerable population
- (c) The service provider needs to demonstrate that it has successfully carried out at least 2 (two) similar assignments of minimum value of 50% each of the total estimated value of the contract in documenting (videography and photography) professional level services covering social, humanitarian and development subjects in Assam through conduct of effective interviews/consultations among different in Assam and through conduct of effective interviews/consultations among different stakeholders (Civil society, government, private, vulnerable communities) in last 5 (five) years.

Copy of Contract Agreement/Work Order along with Completion certificate/90% payment receipt certificate shall be submitted in support of the same.

- (d) Ability to provide own filming/photography equipment, including professional cameras and audio equipment
- (e) Curriculum Vitaes (CVs) of Key Experts ((1) Team Leader cum Film maker or Director (2) Script Writer (3) AV Production Expert (4) Graphic Designer/Animator) as per format under Section B
- (f) List of Equipment (Owned/Leased)
- (g) Cover letter detailing how applicant fits the profile
- (h) A link to a portfolio/show reel that demonstrates technical capabilities
- (i) An overview of applicant's equipment, including camera bodies, lenses and other materials key to professional-level content capturing

3. This RFQ notice includes the terms and conditions applicable to submission of quotations; criteria for qualification, evaluation, and for award of supply order(s); and relevant forms to be filled by the bidders. Chief Executive Officer FREMAA has not issued a separate RFQ document for this purchase. The RFQ notice including the terms and conditions etc. can be downloaded free of cost by logging on to the website <https://fremaa.assam.gov.in/>. For any **query/clarification** on the Request for Quotation(RFQ), intending quotationers are requested to submit the same to the email id: ceo-fremaa@assam.gov.in on or before **16/05/2023 at 2PM**.

4. Bid Price:

- a) The contract shall be for the whole of the services as mentioned in the Scope of Services. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) All duties, taxes, charges and other levies payable by the Quotationer under the contract shall be included in the total price.
- c) The rates quoted by the Quotationer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

5. **Submission of Quotations**

The Quotationer is advised to visit FREMAA at his own expense and obtain all information that may be necessary for preparing the quotation.

Each Quotationer shall submit only one quotation. Quotationers shall not contact other Quotationers on matters relating to this quotation.

The quotation submitted by the Quotationer shall comprise the following:

- (a) Quotation in the format given in Section B.
- (b) Scope of Services given in Section C; and
- (c) Qualification information form given in Section B duly completed.
- (d) Curriculum Vitae (CV) form given in Section B of key personnel as mentioned in Terms of Reference.
- (e) Valid Trade License/Firm Registration/Company Registration
- (f) Valid GST registration,

6. **Validity of Quotation:**

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

7. **Opening of Quotations:**

Quotations will be opened on 22.05.2023 at 14:30 (IST) in the office of The Chief

Executive Officer, FREMAA, Assam Water Centre, Basistha Chariali, Guwahati- 29.
Firms submitting Quotations or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

8. Evaluation of Quotations:

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which,

- (a) meet the qualification criteria specified in clause 2;
- (b) Conform to the terms of reference, without deviations.

9. Award of contract:

The Employer will award the contract to the Quotationer whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price inclusive of all taxes and who meets the specified qualification criteria.

Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

The Quotationer whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

10 Performance Security:

Within 3 (Seven) days of receiving letter of acceptance, the successful bidder shall deliver to the Chief Executive Officer, FREMAA the performance security (in the form of bank guarantee/FDR in favour of the Chief Executive Officer, FREMAA) for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid up to 60 (Sixty) days period. Failure of the successful Bidder to furnish performance security and to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding for works by the Employer for a period of one year, in which case the Employer may make the award to the next lowest evaluated bidder or seek quotations afresh

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SECTION - B

1. **Format for Qualification Information.**
2. **Format for Submission of Quotation.**
3. **Format for Curriculum Vitae (CV)**

QUALIFICATION INFORMATION

1	For Individual Quotations	
1.1	Principal place of business:	_____
	Power of attorney of signatory of Quotation. <i>[Attach copy]</i>	
1.2	Total value of Videography and Photography Service performed in the last three years (in Rs.Lakhs)	2019-20
		2020-21
		2021-22

2. Service performed as conducting professional level videography and photography services (in the same name) on works of a similar nature over the last Five years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of service</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of Work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of Completion</u>	<u>Remarks explaining reasons for delay and service completed</u>

3 Existing commitments and on-going services:

<u>Description of service</u>	<u>Place & State</u>	<u>Contract No. & Date</u>	<u>Value of Contract (Rs. Lakh)</u>	<u>Stipulated period of Completion</u>	<u>Value of services* remaining to be completed (Rs. Lakhs)</u>	<u>Anticipated date of completion</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from Employer concerned.

4. Proposed subcontracts and firms involved

Sections of the services	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar service
*	*	*	*
*	*	*	*
*	*	*	*
	*	*	

- Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- Name, address, and telephone, telex, and fax numbers of the Quotationers' bankers who may provide references if contacted by the Employer.
- Information on litigation history in which the Quotationer is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

LETTER OF QUOTE
(To be filled by the Service provider)

Description of the services:

To :

Subject : Hiring of service provider for content collection and development (Video and Photography) of pre-project situation under AIRBMP

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the services for content collection and development (Video and Photography) of pre-project situation under AIRBMP for the project as described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith for a total Contract Price of including Taxes

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with the competitors.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Quotationers.

We have not been debarred/removed from approved lists/ (dealings suspended) by the Central/State Governments or by the World Bank.

Yours faithfully,

Authorized Signature : Date: _____

Name & Title of Signatory:

Name of Quotationer : _____

Address : _____

** To be filled in by the Quotationer, together with his particulars and date of submission at the bottom of this Form.

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER CUM FILM MAKER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in which the Expert will be involved)	

- Note Same CV format shall be for all the Key Experts

SECTION - C

Scope of Services

Hiring of Service Provider for Content Collection and Development (Video and Photography) of pre-project situation under AIRBMP

1. Background

- 1.1. The Government of Assam (GoA), with financing and technical support from the World Bank, is preparing a project titled “Assam Integrated River Basin Management Program (AIRBMP)”. The proposed program responds to the Government of Assam’s (GoA) request to support improved water resources management for economic growth and prosperity, including addressing flood and erosion risks.
- 1.2. Flood and River Erosion Management Agency of Assam (FREMAA) is the Project Management Unit (PMU) with Water Resources Department (WRD) and Assam State Disaster Management Authority (ASDMA) as the Project Implementing Units (PIU).
- 1.3. The overall program development objective is to reduce water-related disaster risks in Assam and help the state sustainably develop its water resources. The program aims to squarely address the “Water-DRM Nexus” through a set of synergistic activities including the use of nature-based solutions and non-structural approaches. The project components are as follows:
- 1.4. Component 1: Institutional Strengthening and Strategic Studies: This component focuses on institutional strengthening of WRD and ASDMA. These activities will help WRD make the transition from a department focused structural flood control solutions, to a broader integrated water resources management department that helps Assam sustainably develop its abundant water uses and use a portfolio of structural and non-structural measures—including nature-based solutions, to help reduce flood and river erosion risks in collaboration with ASDMA.
- 1.5. Component 2: Water Resources Management: This component will finance the structural and non-structural activities to reduce flood and river erosion risks and establish a foundation of integrated water resources management in selected sub-basins. Subcomponents include: i) high priority investments in Beki and Buridehing sub-basins; ii) integrated water resource management plans in the Beki, Buridehing basins; iii) flood forecasting in the Beki, Buridehing sub-basins; iv) collection of hydrological information and levee asset management and safety; and v) WRD incremental operating costs.
- 1.6. Component 3: Disaster Risk Management: This component supports the development of early warning and dissemination systems, enhances disaster response at the local levels, and helps enhance the climate resilience of selected villages. Sub-components include: i) investments in approximately 50 climate-resilient villages; ii) flood shelters in approximately 40 locations; iii) strengthening decentralized disaster management capacities through circle-level quick response teams; iv) improving early warning and dissemination systems; and v) ASDMA's incremental operating costs.

- 1.7. Component 4: Contingent Emergency Response: This allows an immediate response to an Eligible Crisis or Emergency, as needed, from other project components to partially cover emergency response and recovery costs. This component could also be used to channel additional funds should they become available because of the Emergency.

2. Objectives of the Assignment

- 2.1. The PMU of FREMAA is seeking to engage a Service Provider for Content Collection & Development (Video and Photography) of pre-project situation that will be used to support communications related to the identified programmatic areas and interventions under AIRBMP. The content thus developed will be fed into a larger video/content collection program and used across various channels and purposes under the program.
- 2.2. The Service Provider is also expected to conceptualise, shoot, script and produce a maximum 4 (four) minute length film about the project.

3. Scope of Work

- 3.1. The Scope of Work include shooting footage capturing the impact of flood and river erosion on people's lives and livelihoods; filming and photographing various components of the program depicting pre-project situation; and gathering on-camera bytes of key stakeholders.
- 3.2. Specific Tasks of the assignment include:
- i) Participate in an overview meeting with PMU and PIUs namely, FREMAA, WRD and ASDMA to gain clarity on requirements of the consultancy and plan execution.
 - ii) Undertake field shoots at agreed locations, capturing the pre-project context and conducting interviews with key stakeholder including, but not limited to, program beneficiaries, government officials, PRI representatives, State and District administration. Special attention should be made to ensure the inclusion of marginalised and vulnerable sections, as well as women.
 - iii) Conceptualise, script, and produce a maximum four-minute length film on the Project, its context, expected benefits etc.
- 3.3. The photographs and videography should capture aspects of and parts of project components, keeping in mind culture, gender, and other diverse sensitivities. The captured content would be used for a variety of audiences and should have universal appeal, capturing the various aspects of pre-project situation, including impact of flood and river erosion on people's lives, livelihoods, community infrastructure such as embankments, flood protection shelters, etc. Photographs and videography should also capture various population group (children, elderly, women, etc.) within the project locations. The Service Provider will ensure that consent is obtained by all persons and/or their guardians.

4. Duration of Assignment

4.1. The total duration of the assignment will be **4 weeks** from the date of signing the contract. The tasks to be completed along with the time schedule is indicated in the Table-1 below.

Table 1: Tasks to be completed along with Time Schedule

SN	Tasks to be completed	Time Schedule (T – Time of Award of Contract)
1	Submission of Inception Report Presentation on detailed plan and methodology for Content Collection and Development (Video and Photography) of pre-project situation; including the list of identified locations/ stakeholders/ timeline/ questionnaire for conducting interviews; development of storyboard; list of high-quality equipment to be used, as part of the Inception Report.	T + 1 week
2	Interim Presentation and submission of draft script and storyboard for 10(ten)-minute film Presentation to include preliminary photographs and draft script and storyboard of the film supported by videography captured from field visits and interviews of stakeholders with appropriate captions and metadata.	T + 3 weeks
3	Presentation and Submission of final content (Video and Photography) and 10 min film Presentation to include final photographs and final cut videography captured from field visits and interviews of stakeholders with appropriate captions and metadata.	T + 4 weeks

5. Schedule of Payments

5.1. The contract is a **lump-sum fixed output-based contract**.

5.2. The schedule of payment is as indicated in Table-2 below

Table 2: Schedule of Payment

SN	Deliverable	Payment
1	Receipt and acceptance of Inception report	5%
2	Receipt and acceptance of Interim Presentation on draft script and storyboard supported by photographs and videos	15%
3	Receipt and acceptance of final submission of preliminary photographs and first cut of film (videography)	50%
4	Receipt of approval from World Bank on final photographs and final cut (videography) and subsequent finalisation of the same	30%

- 5.3. The payment for reimbursable component (travel / boarding/ lodging/ printing, etc.) will be based on actuals and on submission of GST invoices (*if applicable*).
- 5.4. In the event of non-performance and pre-termination where payments cannot be made in full or may have to be suspended, the final payment will be pro-rated against received and accepted deliverables.

7. Reporting Requirements

7.1 The Service Provider is required to adhere to the time schedule while submitting deliverables to PMU, FREMAA.

7.2 An indicative requirement for the submission of photographs and videography is as follows:

- i. The Service Provider should provide appropriate captions and metadata (including latitude, longitude and location landmark) to the photographs and submit high resolution images in JPEG, RAW files and in editable format(s) in pen drive(s)/hard disk. A minimum of 500 photographs covering capturing the various aspects of pre-project situation and inclusive of location and population groups.
- ii. The Service Provider should deliver high quality b-rolls (HD not less than 4K), of length 2 minutes to 20 minutes of footage, together with a well-structured and detailed shot-list. A minimum of 200 minutes of video length, cumulative of the collected footage to be delivered in pen drive(s).

Note: Images without captions and b-rolls without a shot list will not be accepted.

- iii. The submissions may further be categorised into sections/ sub-sections as required.
- 7.3 The content collected (photographs and videography) and information produced as part of the assignment as well as outputs shall remain the property of FREMAA. The Service Provider shall not disclose the products in part or whole to the public nor use it in any format.
- 7.4 The Service Provider shall follow national COVID-19 safety precautions before, during and after the work in the field.

8. Client's Input and Counterpart Personnel

- 8.1. Services, facilities and property to be made available to the Service Provider by the Client:
 - i. Provide the list of project districts, locations; as Annexure
 - ii. Reports on the project and sub-project details;
 - iii. Provide the Service Provider with all necessary authorisation to undertake the assignment; and
 - iv. Conference hall at FREMAA, Assam Water Centre will be allowed for arranging meetings subject to availability.
- 8.2. Professional and counterpart personnel support to be assigned by the Client to the Service Provider's team: NIL
- 8.3. The Client will provide an officer from FREMAA as Focal Point to liaise with the Service Provider. S/He will be assigned the responsibility to monitor the progress and interact with the agency periodically. The Chief Executive Officer (CEO), FREMAA or any other assigned official of FREMAA may also review and monitor the progress of the assignment. The Service Provider will also work closely with FREMAA, WRD & ASDMA.

9. Items to be provided by the Service Provider

- 9.1. In addition to the results and deliverables as indicated in the ToR, the Service Provider will provide:
 - i. All materials and equipment necessary for carrying out the assignment;
 - ii. Arrange its own office including furniture and equipment - computers and software as per the requirements; and
 - iii. Arrange for all transportation and travelling required for the consultancy assignment.

Section - D

DRAFT CONTRACT FOR SERVICES

**LUMP-SUM
CONTRACT**

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between ("the Client") having its principal place of business at *i*, and *[insert firm's name]* having its principal office located at *[insert Firms complete postal address¹]*.

WHEREAS, the Client wishes to have the agency for video and photography of pre -project situation under AIRBMP perform the services hereinafterreferred to, and WHEREAS, the agency for video and photography of pre -project situation under AIRBMP is willing to perform these services, NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services	(i)	The service provider shall perform the services specified in Annex A, "Scope of Services," which is made an integral part of this Contract ("the Services").															
	(ii)	The service provider shall provide the personnel listed in Annex B, "Experts" to perform the Services															
	(iii)	The service provider shall submit to the Client thereports in the form and within the time periods specified in Annex C, "Reporting Obligations."															
2. Term	The service provider shall perform the Services during the period commencing <i>[insert starting date]</i> and continuing through <i>[insert completion date]</i> , or any other period as may be subsequently agreed bythe parties in writing																
3. Payment	A.	<u>Ceiling</u> For Services rendered pursuant to Annex A, the Client shall pay the agency for video and photography of pre -project situation under AIRBMP an amount not to exceed <i>[insert amount]</i> . This amount has been established based on the understanding that it includes all of the video and photography costs and profits as well as any tax obligation that.															
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2	Receipt and acceptance of Interim Presentation on draft script and storyboard supported by photographs and videos	15%															
3	Receipt and acceptance of final submission of preliminary photographs and first cut of film (videography)	50%															
4	Receipt of approval from World Bank onfinal photographs and final cut (videography) and subsequent finalisation of the same	30%															

		<p>Payment Conditions:</p> <p>C. Payment shall be made in Indian Rupees (<i>INR</i>), no later than 60 days following acceptance of deliverables by client and submission by the service provider of invoices in duplicate to the coordinator designated in paragraph 4. Payments shall be made to the service provider account [insert banking details]</p>
4.	Project Administration	<p>A. <u>Coordinator.</u> The Client designates Mr. <i>Rupak Kumar Mazumdar, Deputy Chief Executive Officer</i> as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.</p> <p>B. <u>Reports.</u> The reports listed in Annex C, "video and photography Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.</p>
5.	Performance Standards	The service provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
6.	Inspections and Auditing	The service provider shall permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (Including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.
7.	Confidentiality	The service provider shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8.	Ownership of Material	Any studies reports or other material, graphic, software or otherwise, prepared by the service provider for the Client under the Contract shall belong to and remain the property of the Client. The agency for video and photography of pre -project situation under AIRBMP may retain a copy of such documents and software ³ .

9.	Agency Not to be Engaged in	The service provider agrees that, during the term of this Contract and after its termination, the agency and any entity affiliated with the agency, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project								
10.	Insurance	The service provider will be responsible for taking out any appropriate insurance coverage.								
11.	Assignment	The service provider shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.								
12.	Law Governing Contract	The Contract shall be governed by the laws of Republic of India, and the language of the Contract shall be English.								
13	Dispute Resolution	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country at Guwahati								
14.	Corrupt and Fraudulent Practices	The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Procurement Regulation. In further pursuance of this policy, Quotationers shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.								
15.	Termination	<p>The Client may terminate this Contract with at least ten (10) working days prior written notice to the service provider for video and photography of pre -project situation under AIRBMP after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:</p> <table border="1"> <tr> <td>(a)</td> <td>If The agency for video and photography of pre -project situation under AIRBMP does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;</td> </tr> <tr> <td>(b)</td> <td>If The agency for video and photography of pre -project situation under AIRBMP becomes insolvent or bankrupt;</td> </tr> <tr> <td>(c)</td> <td>The agency for video and photography of pre -project situation under AIRBMP, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.</td> </tr> <tr> <td>(d)</td> <td>If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</td> </tr> </table>	(a)	If The agency for video and photography of pre -project situation under AIRBMP does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;	(b)	If The agency for video and photography of pre -project situation under AIRBMP becomes insolvent or bankrupt;	(c)	The agency for video and photography of pre -project situation under AIRBMP, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.	(d)	If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
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(d)	If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.									



IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of India on the date indicated above.

FOR THE CLIENT

FOR THE SERVICE PROVIDER

Signed by _____

Signed _____

Title: _____

Title: _____

1. Witness

2. Witness

Signature

Signature

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Personnel

Annex C: Reporting Obligations