Expression of Interest (EoI)
For the study on Crimes against Women and Children in the State of Meghalaya

Office of the Additional Director General of Police

Criminal Investigation Department (CID)

Meghalaya, Shillong

Office of the Additional Director General of Police
Criminal Investigation Department (CID)
Meghalaya, Shillong

***

Letter of Invitation

M/CID/Cell-V/HR-SSS/2018/126 Dated: the 2nd March 2020

The Officeof the Additional Director General of Police, CID, Meghalaya Shillong invites Expression of Interest (EOI) from well established reputed firms/ agencies/ organizations/ institutes, etc for the "Study on the incident of Crimes against Women and Children in the State of Meghalaya".

The EOI document containing details of eligibility criteria, submission requirement, brief objectives and scope of work, pre-qualification criteria and method of evaluation of the EoI, etc. is enclosed. The EOI document is also available on the website athttp://www.meghpolice.gov.in/

You may submit your responses in sealed envelopes duly affixed court fee stamp of Rs.100/- (Rupees One Hundred) only (non refundable) in prescribed format to the undersigned on or before 1600 Hrsof 25th March 2020. Application(s) received after the last date would not be considered and the same will not be opened. Unopened applications will be returned back if the firms/ agencies/ organizations / institutes send a written request.A single response for the choice/ preferred study(ies) shall be submitted.

The Office of the Additional Director General of Police, CID, MeghalayaShillong reserves the right to accept or reject any or all application without assigning any reason thereof.

Sd/-
(I. Nongrang, IPS)
Addtl. Director General of Police, CID
Meghalaya, Shillong – 793001

Office of the Additional Director General of Police
Criminal Investigation Department (CID)
Meghalaya, Shillong

****

M/CID/Cell-V/HR-SSS/2018/126 Dated: the2nd March 2020

Subject: Invitation for Expression of Interest (EOI) from well-established reputed firms/ agencies/ organizations/ institutes, etc., for the "Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya".

The Office of the Additional Director General of Police, CID, Meghalaya Shillong invites Expression of Interest (EOI) from well-established reputed firms/ agencies/ organizations/ institutes, etc., for the**"Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya".**

Complete EOIs should reach the Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillong– 793001 on or before 1600 Hrs of the 25th March 2020. Shortlisted organizations/ institutions/ agencies will then be invited through a Request for Proposal (RFP) for technical and financial bids (separate bids for each identified areas under different sectors) and then for a detailed presentation before the Competent Authority. Selection will be based on the Combined Quality-cum-Cost Based System(CQcCBS).

1. Introduction

Rising Crime reported on Women and children in Meghalaya. The genesis of crime against women and children is major. It has got Socio economic dimensions. Also the nature of such crimes are either committed against person or against property. The perpetrator of the crime are mostly known to the victim hence the social ramification are often seen, perhaps may attribute to low rate of reporting.

The system available in investigation and analysis of crime is also not healthy and the system requires attention without which,employing scientific method of investigation of crimes is compromise ultimately resulting in miscarriages of justice which in turn will lead to acquittal of the alleged accused and sub sequent breach in trust on the criminal justice system. These also embolden to committed such offence and thereby increasing such crimes.

A proper study in this regard will help us to identify the loopholes in the society and weakness in investigation and strengthened the sister agencies in solving such cases by employing fool proof measures and ensure efficient delivery of justice.

The proposed study/survey on Crimes against Women and Children in Meghalaya, is being taken up by the Office of the Director General of Police, Meghalaya, with funds provided by the Directorate of Economics and Statistics (DES), Government of Meghalaya under the

Central Sector Scheme "Support for Statistical Strengthening (SSS)" of the Ministry of Statistics and Programme Implementation (MoSPL), Government of India.

2. **Vision**

Women and children living with dignity are contributing as equal partners in development in an environment free from violence and discrimination. Well nurtured children with full opportunities for growth and development in a safe and protective environment.

3. **Mission**

Educating women and children in terms of creating awareness programmes relating to crimes against women and children and ensuring development, care and protection of children through cross-cutting policies and programmes, spreading awareness about their rights and facilitating access to learning about the crimes done against them.

4. **Objective and purpose of the EoI:**

With the objective to prevent and decrease Crime against Women and Children in the state and to improve the system of investigation of cases, the Criminal Investigation Department, Meghalaya intends to identify institution(s) to carry out some studies on various sectors. This is planned to be achieved by floating the EoI and then issuing the RFP to the shortlisted firm before selecting the Consultant(s). The purpose of this EOI is to provide interested "bidders" with the necessary information to enable them to prepare and submit their responses.

5. **Scope of work:**

The following studies are proposed to be carried out:-

(i) **Study on Crimes against women and children in Meghalaya and survey** -

- Conduct a detailed study on the status.
- Identify the areas (Rural/Urban) where crimes against women and children is on the rise ,district wise;
- Find out the Percentage of unreported cases verses Reported;
- Find out the reasons why cases are not reported;
- Person involved/ accused are/are not of victims relative/known to the victims.
- Preventive measures and method to reduced crimes against women and children;
- To find out the reason of delay in trial of such crime and low conviction rate.
- Compensation paid/not paid to the victims.
- To find out the number of single parents and how many children of such parents are victims.
- To study the rate of disposal of cases by police
- To study the rate of disposal of cases by court

6. **Deliverables:**

Broadly, the selected firms/ agencies/ organizations/ institutes would be expected to furnished the (i) detailed methodology and framework of the study; (ii) data available and data collected and analysis; (iii) write-up on the findings of the studies and recommendations,

(iv) draft report; and (iv) final report (in sufficient quantity to be specified in the RFP) in soft copy and hard copy in the form of a book.

7. **Cost of the Study:**

Cost would depend on the technical and financial bids to be submitted by the qualified applicants. The technical and financial bids shall be evaluated by a Committee constituted for the purpose by adopting Combined Quality cum Cost Based System (CQCCBS). The costs associated with the preparation and submission of the response to the EOI and RFP shall be borne by the bidder.

8. **Submission requirement:**

The Expression of Interest is to be submitted in the manner prescribed below:

All information as detailed below is to be submitted in two hard copies in separately sealed envelopes and one soft copy in CD (recordable):-

1. Applicant's Expression of Interest (Format-1)
2. Organizational Contact Details (Format-2)
3. Experience in consultancy for preparation of Reports (Format-3)
4. List of experts/consultants for conducting studies/ consultancies on payroll of the organization/ firm/ agency (Format-4)
5. Financial strength of the organization/ firm/ agency/ institute for the last three years (Format-5)
6. Additional information (Format-6)
7. Declaration (Format-7)

It may be noted that a detailed technical or financial proposal is not required at this stage.

9. **General:**

Only shortlisted agencies will be issued Request for Proposal (RFP) document with an invitation to submit Technical and Financial Bids in separate sealed envelope.

The Criminal Investigation Department, Government of Meghalaya reserves the right to accept or reject any or all application without assigning any reason thereof. It also reserves the right to cancel/re-tender this empanelment process, if the necessity so arises. It also reserves the right to seek further information/ details.

Institutions/organisations, if found to have indulged in any corrupt or fraudulent practices, will have their EOI document summarily rejected.

In case of any dispute, the matter would be decided through discussion to resolve the matter(s) and in some unavoidable circumstances the party can approach for a judicial decision in the Hon'ble High Court, Meghalaya, Shillong.

Participating organizations/firms/ agencies/ institutes shall not start any work of consultancy without the formal order issued for the same from the State Government.

Last date of submission on or before 16000 of 25th March 2020 to the following address. Application(s) received after the last date would not be considered and the same will not be opened. Unopened applications will be returned back if the Organisations / Firms/ Institutes send a written request.

Date till which the EOI should be valid is 15 (Fifteen) days from the date of opening of EOI.

The envelope containing the EoI should indicate **"EoI for the Study/Survey on Crimes against Women and Children in the State of Meghalaya"**

Address for correspondence:

Additional Director General of Police, CID
Meghalaya, Shillong

PRE-QUALIFICATION CRITERIA

Following will be the minimum pre-qualification criteria. Each eligible organization/ firm/ agency should possess all the following minimum pre-qualification criteria. Responses not meeting any of the minimum pre-qualification criteria will be rejected and will not be evaluated.

Sl. No	Pre-qualification Criteria	Supporting compliance document to be submitted by the organization/ firm/ agency
1.	The firm shall be a Government institution or agency/ organization or firm/company/ partnership firm registered under the Indian Companies Act, 1956/ the Partnership Act, 1932 and who have their registered office in India.	Copy of Certificate of Incorporation and Partnership Deed or other such relevant documents.
2.	The firm should be in the business of carrying out studies/ consultancy services for at least 2 studies as on January, 2020.	Certificate by authorized person of the bidder's organization
3.	The organisation/ firm /agency should have an average annual turnover of Rupees Twenty Lakh in the three consecutive Financial Years (2017-18, 2018-19 and 2019-20) from total services rendered in India.	Format-5 of EoI forms for submission has to be certified & validated by the Chartered Accountant (CA) of the bidder's organization. CA certified document should be with name of CA, registration number, signature with seal.
4.	The organisation/ firm /agency should have valid VAT and PAN /TAN/TIN registration certificate	Copies of the relevant documents.
5.	The organisation/ firm /agency should submit tax clearance certificate for the period 2017-18, 2018-19 and 2019-20.	Copies of the certificates from the concerned tax authorities.
6.	The organization/ firm/ agency should have at least 5 (five) full-time consultants/ experts on its pay rolls	Certificate by Statutory Auditor or Company Secretary or any authorized person of the bidder's organization.
7.	The organization/ firm/ agency shall have experience in executing similar assignments for the Central Government/ State Governments/ PSUs/Government bodies in India	Copies of the work order(s) alongwith attestation that they are true copies.
8.	The firm should not have been blacklisted by any Central Governments/State Government/PSUs/Government Bodies.	Undertaking signed by the authorized signatory of the organization/ firm/ agency.

FORMATS FOR SUBMISSION

FORMAT-1

APPLICANT'S EXPRESSION OF INTEREST

Dated: the ……..,2020

To,

Additional Director General of police, CID
Meghalaya
Shillong – 793001

Subject: Invitation for Expression of Interest (EOI) from well-established reputed firms/ agencies/ organizations/ institutes etc., forthe "Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya".

Dear …,

In response to the invitation for Expression of Interest (EOI)'s No. ……, dated……..for the above purpose, we express interest to carry out the above proposed task for the following studies:

(i) ….
(ii) ….

As instructed, we attach 2 sets of the following documents in separately sealed envelopes and one soft copy:

1. Organizational Details (Format-2)
2. Experience in consultancy for preparation of Reports (Format-3)
3. List of experts/consultants for conducting studies/ consultancies on payroll of the organization/ firm/ agency (Format-4)
4. Financial strength of the organization/ firm/ agency/ institute for the last three years (Format-5)
5. Additional information (Format-6)
6. Declaration (Format-7)

Encl: as above

Yours faithfully,

Signature of the applicant
[Full name of applicant]
Stamp/ Seal……
Date:……

Note: This page is to be furnished on the letter head of the organization.

FORMAT-2

Organizational Details

Sl. No.	Particulars	Details
1	Name of Organization (URL of the website of the organizations may also be mentioned, if any)	
2	Year of establishment/ registered	
3	Main areas of business/ activity	
4	Name of the Head of the organization and other functionaries (incl Board Members)	
5	Type of Organization Firm/company/partnership firm registered under the Indian Companies Act, 1956/the Partnership Act, 1932 (State the Act under which established, registered and registration date)	
6	Whether the firm has been blacklisted by any Central Govt./State Govt./PSU/ Govt. Bodies/Autonomous Organisations? If yes, details thereof	
7	Address of registered office with telephone no., fax and email	
8	Address of office located in the North Eastern States, if any	
9	Contact Person with telephone no., fax no. & email ID	
10	Area of operation (Pan India/ Regional/ State)	
11	Indicate if empanelled with any Government Departments/ Agencies	
12	Name, designation and contact details of the authorized nodal person who would the leader of the team for the proposed study(ies)	

Enclosures:

1. Copy of Certificate of Incorporation/ Registration
2. Copy of Article of Association in respect of Sl. No 5 above.
3. Undertaking in respect of Sl. No. 6 above.
4. Certificate/ Letter of empanelment issued by the Government agency in respect of Sl. No. 11 above.

Signature of the applicant:
Stamp/ Seal:
Date:

FORMAT-3

Experience in consultancy for preparation of Reports

Overview of the past experience of the Organization/ Institution/ Agency in carrying out studies/ preparation of reports, etc:

Sl. No.	Item	Number of assignments during last 3 years	Name of such studies/ consultancies	Order Value (in Lakhs of Rs.) of each assignment (Enclose copy of each work order)	Mention the name of Client/ Organization (Enclose completion certificates)
1	Studies/ Consultancies carried out				
2	Experience in carrying out Studies/ Consultancies for the Central Govt Ministries and State Govt Departments and schemes				
3	Experience in carrying out Studies/ Consultancies for institutions other than Government				
4	Whether Studies/ Consultancies for similar study as proposed in the EoIhas ever been carried out (if so, a copy of the report may be furnished)				

Signature of the applicant
Stamp/ Seal:
Date:

FORMAT-4

List of experts/consultants for conducting studies/ consultancies on payroll of the organization/ firm/ agency

Sl. No	Name	Designation	Educational Qualification	Papers published, if any	Relevant Experience	Sectors	Years of experience as a consultant/ expert
1.							
2.							
3.							

Note: The list should include only those experts/ consultants who are directly associated with the preparation of consultancy studies/ reports mentioned in Format -3.

Signature of the applicant
Stamp/ Seal:
Date:

FORMAT-5

Financial strength of the organization/ firm/ agency/ institute for the last three years

Sl. No.	Financial Year	Whether profitable (Yes/No)	Overall Annual Turnover (in Rs. lakh)	Annual Turnover from conducting of studies/ consultancies conducted in India (in Rs. lakh)
1.	2016-17			
2.	2017-18			
3.	2018-19			

Note: Please enclose auditor's certificate in support of your claim.

Signature of the applicant:
Stamp/ Seal:
Date:

FORMAT-6

Additional Information

1. List all enclosures related to the previous sections.

Sl. No	Description	No. of pages

2. Additional information to support the eligibility of the organization/ firm/ agency. (Not more than 2 pages).

Signature of the applicant:
Stamp/ Seal:
Date:

FORMAT-7

Declaration

We would like to state that the information provided by us is true to the best of our knowledge and belief and we understand that we are liable for action under the law for any false information or document furnished by us.

We also understand that Government of Meghalaya shall be free to investigate on its own into the correctness of information furnished by us in this application and/or call for any further information in this regard from us, if so required.

We hereby confirm that we are interested in competing for carrying out the selected study(ies) on "Consultancy services for carrying out studies to improve the Estimation of State Domestic Product".

All the information provided herewith is genuine and accurate.

Authorized Person's Signature:

Name and Designation:

Date of Signature:

Note: This declaration is to be furnished on the letter head of the organization and should be sealed and signed by an authorized signatory of the organisation.

M/CID/Cell-V/HR-SSS/2018/126 Dated: the …….. , 2020

Office of the Additional Director General of Police
Criminal Investigation Department (CID)
NOTICE FOR EXPRESSION OF INTEREST

The Office of the Additional Director General of Police Criminal Investigation Department (CID)invites Expression of Interest (EOI) from well-established reputed firms/ agencies/ organizations/ institutes etc., for the "**Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya**". The detailed EOI document is available at http://www.megpolice.gov.in/. Interested parties may submit application in sealed envelope duly affixed court fee stamp of Rs.100/- (Rupees One Hundred) only in prescribed format to the undersigned on or before 1600 of 25th March 2020

Dated: the2nd March 2020
Shillong.

Sd/-
Additional Director General of Police, CID
Meghalaya, Shillong – 793001

FORMATS FOR SUBMISSION

FORMAT-1

APPLICANT'S EXPRESSION OF INTEREST

Dated: the ……..,2020

To,

The Additional Director General of Police, CID
Meghalaya, Shillong

Subject: Invitation for Expression of Interest (EOI) from well-established reputed firms/ agencies/ organizations/ institutes etc., forthe "Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya".

Dear …,

In response to the invitation for Expression of Interest (EOI)'s No. ……, dated……..for the above purpose, we express interest to carry out the above proposed task for the following studies:

(iii) ….
(iv) ….

As instructed, we attach 2 sets of the following documents in separately sealed envelopes and one soft copy:

7. Organizational Details (Format-2)
8. Experience in consultancy for preparation of Reports (Format-3)
9. List of experts/consultants for conducting studies/ consultancies on payroll of the organization/ firm/ agency (Format-4)
10. Financial strength of the organization/ firm/ agency/ institute for the last three years (Format-5)
11. Additional information (Format-6)
12. Declaration (Format-7)

Encl: as above

Yours faithfully,

Signature of the applicant
[Full name of applicant]
Stamp/ Seal……
Date:……

Note: This page is to be furnished on the letter head of the organization.

FORMAT-2

Organizational Details

Sl. No.	Particulars	Details
1	Name of Organization (URL of the website of the organizations may also be mentioned, if any)	
2	Year of establishment/ registered	
3	Main areas of business/ activity	
4	Name of the Head of the organization and other functionaries (incl Board Members)	
5	Type of Organization Firm/company/partnership firm registered under the Indian Companies Act, 1956/the Partnership Act, 1932 (State the Act under which established, registered and registration date)	
6	Whether the firm has been blacklisted by any Central Govt./State Govt./PSU/ Govt. Bodies/Autonomous Organisations? If yes, details thereof	
7	Address of registered office with telephone no., fax and email	
8	Address of office located in the North Eastern States, if any	
9	Contact Person with telephone no., fax no. & email ID	
10	Area of operation (Pan India/ Regional/ State)	
11	Indicate if empanelled with any Government Departments/ Agencies	
12	Name, designation and contact details of the authorized nodal person who would the leader of the team for the proposed study(ies)	

Enclosures:

5. Copy of Certificate of Incorporation/ Registration
6. Copy of Article of Association in respect of Sl. No 5 above.
7. Undertaking in respect of Sl. No. 6 above.
8. Certificate/ Letter of empanelment issued by the Government agency in respect of Sl. No. 11 above.

Signature of the applicant:
Stamp/ Seal:
Date:

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Experience in consultancy for preparation of Reports

Overview of the past experience of the Organization/ Institution/ Agency in carrying out studies/ preparation of reports, etc:

Sl. No.	Item	Number of assignments during last 3 years	Name of such studies/ consultancies	Order Value (in Lakhs of Rs.) of each assignment (Enclose copy of each work order)	Mention the name of Client/ Organization (Enclose completion certificates)
1	Studies/ Consultancies carried out				
2	Experience in carrying out Studies/ Consultancies for the Central Govt Ministries and State Govt Departments and schemes				
3	Experience in carrying out Studies/ Consultancies for institutions other than Government				
4	Whether Studies/ Consultancies for similar study as proposed in the EoIhas ever been carried out (if so, a copy of the report may be furnished)				

Signature of the applicant
Stamp/ Seal:
Date:

FORMAT-4

List of experts/consultants for conducting studies/ consultancies on payroll of the organization/ firm/ agency

Sl. No	Name	Designation	Educational Qualification	Papers published, if any	Relevant Experience	Sectors	Years of experience as a consultant/ expert
1.							
2.							
3.							

Note: The list should include only those experts/ consultants who are directly associated with the preparation of consultancy studies/ reports mentioned in Format -3.

Signature of the applicant
Stamp/ Seal:
Date:

FORMAT-5

Financial strength of the organization/ firm/ agency/ institute for the last three years

Sl. No.	Financial Year	Whether profitable (Yes/No)	Overall Annual Turnover (in Rs. lakh)	Annual Turnover from conducting of studies/ consultancies conducted in India (in Rs. lakh)
4.	2015-16			
5.	2016-17			
6.	2017-18			

Note: Please enclose auditor's certificate in support of your claim.

Signature of the applicant:
Stamp/ Seal:
Date:

FORMAT-6

Additional Information

3. List all enclosures related to the previous sections.

Sl. No	Description	No. of pages

4. Additional information to support the eligibility of the organization/ firm/ agency. (Not more than 2 pages).

Signature of the applicant:
Stamp/ Seal:
Date:

FORMAT-7

Declaration

We would like to state that the information provided by us is true to the best of our knowledge and belief and we understand that we are liable for action under the law for any false information or document furnished by us.

We also understand that Government of Meghalaya shall be free to investigate on its own into the correctness of information furnished by us in this application and/or call for any further information in this regard from us, if so required.

We hereby confirm that we are interested in competing for carrying out the selected study(ies) on "Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya".

All the information provided herewith is genuine and accurate.

Authorized Person's Signature:

Name and Designation:

Date of Signature:

Note: This declaration is to be furnished on the letter head of the organization and should be sealed and signed by an authorized signatory of the organisation.

Request for Proposal (RFP)
forthe
"Consultancy services for carrying out Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya"

Additional Director General of Police
Criminal Investigation Department (CID)
Meghalaya, Shillong

1. DISCLAIMER

The information contained in this Request for Proposal ("RFP") document provided to Bidder(s) whether verbally or in documentary form by or on behalf of the Criminal Investigation Department or Government representative any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the Government Representatives to any parties other than the Bidder(s) who are qualified to submit the Proposal ("Bidders"). The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. The Government Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

2. TABLE OF CONTENT

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1. LETTER OF INVITATION

Additional Director General of Police
Criminal Investigation Department (CID)
Meghalaya, Shillong
****

No. M/CID/Cell-V/HR-SSS/2018/…… dated the ……

Subject: Letter of Invitation – Proposal for Request for Proposal (RFP)for the "Consultancy services for carrying out Survey/Study on crimes against women and children in Meghalaya and survey/ Study on drugs users in Meghalaya.

Dear Mr./Ms…….,
……...
……...

1. The Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillong(hereinafter called "Employer" unless specifically mentioned otherwise) is executing the engagement of reputed consultancy organization / firm/ agency for the "Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya". These studies are on …….
2. The employer has invited EOI to provide the consulting services on "Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya".More details of the services are provided in the Terms of Reference in this RFP Documents. As your firm is shortlisted based on your EOI, you are now invited to submit your proposal as per the attached RFP Documents.
3. An organization/ agency/ firm will be selected under "Combined Quality cum Cost Based System (CQCCBS)" and procedures described in this RFP.
4. The RFP includes the following Documents:

1	Letter of Invitation
2	Submission of proposal (information to the bidders)
3	Terms of Reference
4	Evaluation, negotiations and award of contract
5	Confidentiality clause
6	Formats for Technical and Financial Proposals
7	Proposed Contract Terms

5. Please acknowledge about the receipt of RFP in writing to the following address:
   Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillong– 793001.

Yours sincerely,

(I.Nongrang, IPS)
Additional Director General of Police, CID

2. SUBMISSION OF PROPOSALS (Information to the Bidders)

a) Eligible Bidders

The bidders eligible for submitting their proposals shall be a Government institution or agency / organization or firm/company/ partnership firm registered under the Indian Companies Act, 1956/ the Partnership Act, 1932 and who have a registered office in India.

b) Tender Methodology

(i) The tender methodology proposal to be adopted shall be in two stages comprising Expression of Interest in the first stage. The second stage of tendering process shall comprise inviting technical and financial bids. The evaluation procedure for the tendering process would follow the Combined Quality cum Cost Based System (CQCCBS).

(ii) The proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the Successful Bidder for the consultancy work.

(iii) The Successful Bidder would then have to enter into a Contract Agreement with the Criminal Investigation Department (CID), Government of Meghalaya and perform its work and obligations as stipulated therein.

c) Number of proposals

Each bidder shall submit proposal separately for the studies of his preference/ choice in response to this RFP. Any bidder, who submits more than one proposal for the same study, shall be disqualified.

d) Proposal due date and address for communication

Proposals should be submitted so as to reach on or before 1200 hours IST on …….(date, month and year) to the address provided below in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex or email shall not be acceptable.

Address

Additional Director General of Police
Criminal Investigation Department (CID)
Meghalaya, Shillong

The Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillongmay, in exceptional circumstances, extend the Proposal Due Date by issuing an Addendum in accordance with para (h) uniformly for all Bidders.

e) Late proposal

Any proposal received by Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillongafter the time mentioned in para (d) above shall not be opened and returned to the Bidder, if requested in writing.

f) Proposal preparation cost

The bidder shall be responsible and shall pay for all of the costs associated (including taxes etc) with the preparation of its proposal and its participation in the bidding process. The Employer shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

g) Right to accept or reject the proposals

(i) Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any proposal or to annul the bidding process or reject all proposals, at anytime, without any liability or any obligation for such rejection or annulment, without assigning any reasons.

(ii) The Employer reserves the right to reject any proposal if:

- At any time, a material misrepresentation is made or discovered,

or

- The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal. Rejection of the Proposal by the Employer as aforesaid would lead to the disqualification of the Bidder.

(iii) If such disqualification / rejection occurs after the bids have been opened and the best bidder gets disqualified / rejected, then the Employer reserves the right to:

- either invite the Bidder with the next best offer for negotiations,

or

- take any such measure as may be deemed fit including annulment of the bidding process.

(iv) The Employer reserves the right to invite revised proposals from bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.

h) Amendments to RFP

(i) At any time prior to the proposal due date, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP Document by the issuance of Addenda.

(ii) Any Addendum thus issued shall be sent in writing to all those who have received the RFP Document. Bidders shall promptly acknowledge receipt thereof to the Criminal Investigation Department.

(iii) In order to provide the bidders a reasonable time to examine the Addendum, or for any other reason, the Criminal Investigation Department (CID), may extend the Proposal Due Date.

i) Clarifications / queries

A prospective bidder requiring any clarification / query on the RFP document may notify the Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillongin writing by registered post / courier to the address given at para (d) before 30 (thirty) days from the last date of submission of proposal. The responses shall be sent by email/ courier/ post by the Criminal Investigation Department (CID), at its sole discretion, to the respective bidder who has raised the query.

j) Preparation and submission of proposal

Part I: Preparation of Technical Proposal

The application shall be complete as per Form Tech-1 to 10 attached with this RFP.

Form Tech 1: Letter of Proposal submission
Form Tech 2: Application form
Form Tech 3: Consultant organization/ firm/ agency's organization and experience
Form Tech 4: Comments and Suggestions on TOR
Form Tech 5: Approach and methodology
Form Tech 6: Team composition
Form Tech 7: Details of education qualification and Experience
Form Tech 8: Staffing Schedule
Form Tech 9: Work Schedule
Form Tech 10: Comments/modifications on draft contract

Part II: Preparation of Financial Proposal

A separate financial proposal is to be prepared by the bidder as per Form Fin-1 to 5.

k) Proposal

Validity: The proposal of the organization/ firm/ agency should remain valid for 120 days after the last date/ extended last date of submission. During this period, the organization/ firm/ agency shall maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request organization/ firm/ agency to extend the validity period of their proposals. The organization/ firm/ agency who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the proposal, the organization/ firm/ agency could submit new staff in replacement, who would be considered in the final evaluation for contract award. The organization/ firm/ agency who do not agree have the right to refuse to extend the validity of

their proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

l) Taxes:

The organization/ firm/ agency shall fully familiarize themselves about the applicable to domestic taxes (such as value added or sales tax, service tax or income taxes, duties, fees, levies, GST, etc) on amounts payable by the Employer under the Contract. All such taxes must be included by the organization/ firm/ agency in the financial proposal and shown separately.

m) Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD): An EMD of Rs. 1.0 lakh in the form of DD drawn in favor of the Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillongand payable at Shillong must be submitted along with the technical proposal. Proposals not accompanied by EMD shall be rejected as non-responsive. No interest shall be payable by the Employer for the sum deposited as earnest money deposit. No bank guarantee will be accepted in lieu of the earnest money deposit. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with the successful bidder. The EMD shall be forfeited by the Employer in the following events:

(i) If proposal is withdrawn during the validity period or any extension agreed by the organization/ firm/ agency thereof.
(ii) If the proposal is varied or modified in a manner not acceptable to the Employer after opening of proposal during the validity period or any extension thereof.
(iii) If the Consultant tries to influence the evaluation process.
(iv) If the first ranked Consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Consultant).

n) Submission, receipt and opening of proposals

The proposal must be sent to the address and received by the Employer not later than the time and the date as indicated at para (d) and (h)(iii) above or any extension to this date. Any proposal received by the Criminal Investigation Department (CID) after the deadline for submission shall not be opened and may be returned back to the bidderonwritten request.

The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the organization/ firm/ agency themselves. The person who signed the proposal must initial and seal such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the formats mentioned at para (j).

An authorized representative of the organization/ firm/ agency shall initial and seal all pages of the original Technical and Financial Proposals. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be placed in another sealed envelope clearly

marked “FINANCIAL PROPOSAL” followed by the name of the assignment/job/service. The envelopes containing the Technical Proposals, Financial Proposals, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the opening indicated at para (d)]”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non-responsive.

3. TERMS OF REFERENCE (TOR)

a) Statement of objectives

The Employer intends to carry out studies through consultancy service as specified in the RFD by engaging firms/ agencies/ organizations/ institutes.

b) Outline of the tasks to be carried out

(Insert the list of study(ies)) and ToR opted by the Consultant)

c) Timeframe for consultancy

The consultancy work should be completed within a period of ……. months from the date of award of the consultancy.

d) Deliverables

The following shall be the schedule for the deliverables:

(a) First draft report (5 copies) shall be submitted within 3(three) months.
(b) Presentation and discussions (if necessary) on the first draft or on any issue would be held as and when decided by the Committeesconstituted by the Planning Department, Government of Meghalaya.
(c) Final report 100 copies in book form along with softcopy within 3 (three) months from the date of acceptance / approval of the final draft report.

4. PROPOSAL EVALUATION, NEGOTIATIONS AND AWARD OF CONTRACT

a) General conditions

(i) From the time the proposals are opened to the time the contract is awarded, the organization/ firm/ agency should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by organization/ firm/ agency to influence the Employer in the examination, evaluation, ranking of proposals, and recommendation for award of contract may result in the rejection of the organization/ firm/ agency’s proposal.

(ii) A Committee will be constituted under the Chairmanship of the Additional Director General of Police, CID which will, inter alia, carry out the entire evaluation process.

(iii) Evaluation of Technical Proposals: The Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

(iv) The Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria as laiddown at para4(b) of this RFP. Evaluation of the technical proposal will start first and at this stage, the financial bid (proposal) will remain unopened.

(v) Opening and evaluation of the financial proposals: Financial proposals of only those firms who are technically qualified shall be opened on the date and time as specified in the presence of the organization/ firm/ agency' representatives who choose to attend. Expenditure on travelling, etc will not be paid to such representatives. The name of the organization/ firm/ agency, their technical score and their financial proposal shall be read aloud.

(vi) The Committee will correct computational errors, if any. In addition, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

(vii) After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract (i.e. the least cost basis). This selected organization/ firm/ agency will then be invited for negotiations, if considered necessary by the Committee.

b) Evaluation Criteria and Selection Procedure

Evaluation Criteria

The successful bidder will be selected on Quality cum Cost Based Assessment. The selection criteria will be as follows:

(i) Specific experience of the organization/ firm/ agency relevant to the assignment /job/service: The applicant should have extensive experience of consultancy of not less than five years in preparation of any such similar work on areas / topic as outlined in this RFP; should have completed at least three similar assignments for the Central Government/ State Governments/ PSUs/Government bodies in India during the last 3 Financial Years as on March 31, 2020 with a minimum order value of not less than Rupees Three Lakhs.

The Committee will divide the proposals into qualifying and non-qualifying category.

(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: The Screening Committee will classify them as qualifying / non-qualifying. The non-qualifying proposals will be treated as non-responsive. The methodology and work plan will be evaluated under the following two sub criteria:

a) Work Plan
b) Organization and staffing

A qualifying proposal should qualify under both the sub criteria mentioned above.

(iii) Key professional staff qualifications and competence for the assignment/job/ service: The Committee shall first see if the organization/ firm/ agency has provided all the professionals as per the requisite expertise. If the Consultant has not provided all the professionals as per the requisite expertise, the bids can be termed as non-qualifying.

The qualification and experience of key professionals including the team leader will be evaluated for the following sub-criteria:

a) General qualifications (education, special training, age etc.)
b) Adequacy for the assignment/job/service (experience, positions held etc.)

c) Negotiations

(i) Negotiations, if considered necessary by the Committee, will be held at the date, time and address intimated to the qualified and selected bidder. The invited organization/ firm/ agency will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff. Representatives conducting negotiations on behalf of the organization/ firm/ agency must have the authority to negotiate and conclude a Contract.

(ii) Technical negotiations: Negotiations will include a discussion of the technical proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the organization/ firm/ agency to improve the Terms of Reference. The Employer and the organization/ firm/ agency will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of service". The Employer shall prepare minutes of negotiations which will be signed by the Employer and the organization/ firm/ agency.

(iii) Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result into increase in the price originally quoted by the consultant.

(iv) Availability of professional staff/experts: Having selected the organization/ firm/ agency on the basis of, among other things, an evaluation of proposed professional staff, the Employer expects to negotiate a Contract on the basis of the professional staff named in the proposal. Before contract negotiations, the Employer will require assurances that the professional staff will be actually available.TheEmployer will not consider substitutions during contract negotiations unless both parties agree. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the organization/ firm/ agency may be disqualified. Any proposed substitutes shall have equivalent or better qualifications and experience than the original candidate and be submitted by the organization/ firm/ agency within the period of time specified in the letter of invitation to negotiate.

(v) Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the organization/ firm/ agency will initial the agreed Contract.

d) Notification for successful bidder, award of Contract and payment schedule

The Employerof the Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillongshall notify the Successful Bidder by a Letter of Acceptance (LoA) that the proposal has been accepted. This notification will be issued only after both technical and financial bids have been considered and approved.

(i) After completing negotiations the Employer shall issue a Letter of Intent to the selected organization/ firm/ agency.
(ii) The organization/ firm/ agency will sign the Contract after fulfilling all the formalities/preconditions mentioned in the standard form of Contract.
(iii) The organization/ firm/ agency is expected to commence the assignment/job/service on the date specified by the Employer.

Payment Schedule will be as under:

(a) After signing the Contract	- 40%
(b) Acceptance of draft report(s)	- 40 %
(c) Submission of final report(s)	- 20 %

	Total = 100%

5. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the organization/ firm/ agency who submitted the proposals or to other persons not officially concerned with the process, until the approval of the award of Contract. The undue use by any organization/ firm/ agency of confidential information related to the process may result in the rejection of its proposal.

The Employerof the Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillong shall treat all information submitted as part of proposal in confidence and would require all those who have access to such material to treat the same in confidence. The Employerof the Office of the Additional Director General of PoliceCriminal Investigation Department (CID) Meghalaya, Shillong shall not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

6. FORMAT FOR TECHNICAL AND FINANCIAL PROPOSAL

FORM TECH-I

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of the Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillong]

Dear Sir,

We, the undersigned, offer to provide the "**Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya**" for study on [Insert the name of study of your preference/ choice in bold letters] in accordance with your Request for Proposal, dated [Insert Date]. We are hereby submitting our proposal, which includes the Technical Proposal and a Financial Proposal sealed under a separate envelope and requisite EMD. Every page of the proposal has been duly sealed and signed by the authorized representative.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We also declare that we, as an organization, have not been blacklisted by the Government of India or any State Governments or any Government organization/ agency.

If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff/ personnel. Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept the proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and title of Signatory:
Name of Firm:
Address:
Contact No:
Email ID:
Website:

[Note: This letter of submission is to be furnished in the letter head of the organization/agency/ firm]

FORM TECH-II

APPLICATION FORM
FORTHE"STUDY/SURVEY ON THE INCIDENT OF CRIMES AGAINST WOMEN AND CHILDREN IN THE STATE OF MEGHALAYA"

1. Name: ……..
2. Mailing address:…….....
3. Telephone and fax number: …….
4. E-mail address: ……
5. Name and designation of the person authorized to make commitments: ……
6. Year of establishment and constitution of organization: …….
7. The details of the top management with their professional qualification and experience: ……..
8. Profile of personnel with qualification, experience & relevant certification, who can be assigned the job/service: ……..
9. Turnover:

(i) What was the organization's total annual turnover (in words and figure) for the last three years?

One year ago	Two years ago	Three years ago

(ii) What was the turnover(in words and figure), for services similar to those required, for the last three years?

One year ago	Two years ago	Three years ago

10. List of reports/work in the last three years in which the organization/ firm/ agency has delivered services similar to that of the consultancy being advertised and under process:

Name of consultancy	Year	Value (in Rs lakh)	Client's Name	Short description of the consultancy

Note – The above information should be furnished in above format for similar type of consultancy completed during the last three years.

FORM TECH-3

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity for this assignment/job/service. The brief description should include ownership details, date and place of incorporation of the firm (evidence of incorporation should be enclosed), management structure, objectives of the organization/firm/agency, etc]

{Include the Annual Report including audited Balance Sheet and Profit & Loss Account statement for past 3 years}

B - Consultant's Experience

[Using the format below, provide information on each assignment/job/service for which your firm was legally contracted either individually or as one of the major partners for carrying out consulting assignment/job/service similar to the ones requested under this assignment/job/service]

Sl. No.	Name of the assignment/job/service	Remarks

Note: Please provide documentary evidence from the client i.e., copy of work order, contract for each of above mentioned assignment.

FORM TECH-4

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A – A write up on the understanding of the assignment

B - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment/job/service (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Note: The Employer is not bound in any manner to accept any comments and suggestions on the ToR.

FORM TECH-5

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THEASSIGNMENT/JOB/SERVICE

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

(a) Technical approach and methodology,
(b) Work plan, and
(c) Organization and staffing

(a) Technical approach and methodology:The Consultant should explain your understanding of the objectives of the assignment/job/service, approach, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems to be addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) Work Plan: The Consultant should propose and justify the main activities of the assignment/job/service, their content and duration, phasing and interrelations, milestones, timelines and delivery dates of the reports (draft and final). The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule of Form TECH-8.

(c) Organization and Staffing: The Consultant should propose and justify the structure and composition of your team. You should list the key expert personnel, proposed technical and support staff. A flowchart of the staffing for the assignment/job/service may be provided]

FORM TECH- 6

TEAM COMPOSITION AND TASK ASSIGNMENT/JOB/SERVICE

Professional Staff

Sl. No.	Name of Professional Staff/ Personnel	Position held currently	Name of task to be assigned	Remarks

FORM TECH-7

FORMAT FOR PROVIDING DETAILS OF EDUCATIONAL QUALIFICATION AND EXPERIENCE DETAILS OF TECHNICAL PERSONNEL PROPOSED TO BE ASSIGNED TO THIS WORK

Sl. No	Name	Date of Birth	Proposed position in the consultancy/ tasks assigned	No. of service year with the applicant	Key Qualification *	List of projects undertaken in the last 10 years**	Experience Record ***			
							Name of the Organisation work with	Duration		Designation
								From	To	

*Under Key Qualification, outline the person's academic qualification and other special education, training etc.
** Among the assignments/jobs in which the staff has been involved that best illustrates staff capability to handle the tasks proposed to be assigned.
*** List all position held by the person during the last 10 years or since graduation whichever is greater, giving dates, name of employing organization, position held. Note: Higher qualifications i.e. Ph.D./Post Graduation/Management in the related areas with average years of experiences will be extra advantageous.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the informations provided above are true.

Signature of the applicant:
Stamp/ Seal:
Date:

FORM TECH-8

STAFFING SCHEDULE

Sl. No.	Name of Staff	Staff input (in the form of a bar chart)	Total Weeks
		1 2 3 4 5 6 7 8 9 10 11 12	
1.			
2.			
3.			

Note:

(i) For Professional Staff, the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

(ii) Time periods are counted from the start of the assignment/job/service.

FORM TECH-9

WORK SCHEDULE

Sl. No.	Activity	Weeks	Total Weeks
		1 2 3 4 5 6 7 8 9 10 11 12……	
1.			
2.			
3.			

Note

(i) Indicate all main activities of the assignment/job/service.

(ii) Duration of activities shall be indicated in the form of a bar chart.

(iii)Time periods are counted from the start of the assignment/job/service.

FORM TECH-10

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultancy organization/firm/agency, by making a reference to specific para number(s) and provision(s), shall mention any suggestion / views on the draft Contract Agreement attached with the RFP document. The Consultant may also mention here any modifications sought by him in the provisions of the draft Contract Agreement. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification(s).]

7. FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of the Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillong]

Dear Sir,

We, the undersigned, offer to provide the "**Study/Survey on the incident of Crimes against Women and Children in the State of Meghalaya**" for study on [Insert the name of study of your preference/ choice in bold letters] in accordance with your Request for Proposal, dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is inclusive of all taxes, etc. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations up to the expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:
Name of Firm:
Address:

[Note: This letter of submission is to be furnished in the letter head of the organization/agency/ firm]

FORM FIN-2

SUMMARY OF ALL COSTS

Sl. No.	Particulars	Amount (in Rs)	Amount in Words
1	Remuneration		
2	Miscellaneous expenses		
3	Service Tax / any other tax (name of such tax/ taxes to be mentioned with amount)		
	Total		

Authorized Signature

Name: ……

Designation ……

Name of firm: ……

Address:…….

FORM FIN-3

BREAKDOWN OF REMUNERATION

Sl. No.	Name of Staff	Position	Man Month Rates (A)	Proposed number of Man Months (B)	Total amount in Rupees [(A) X (B)]
	1. Key Professionals are to be indicated by name:				
	2. Support Staff is to be indicated per category (e.g., : Draftsman, Assistant etc.):				

Total Remuneration (in Rs.): _____
(Amount in Words): _____

Note:

(i) Professional Staff, should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial Services, if any, will be indicated in Form Fin-5.

(ii) Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.

FORM FIN – 4

BREAKDOWN OF OTHER EXPENSES

Sl. No.	Description	Unit	Quantity	Unit Price (in Rs.)	Total Amount (inRs.)
1.					
2.					
3.					
4.					
5.					

Total: Rs. _____

Amounts in words: _____

FORM FIN – 5

MISCELLANEOUS EXPENSES

(It will include only such expenses which are directly chargeable to the assignment/job/service)

Sl. No.	Particulars	Unit Rate	Quantity (Staff months)	Amount (in Rs)
1	Secretarial Staff			
2	Office equipment			
3	Preparation of reports /deliverables.			
	Total			

8. PROPOSED CONTRACT TERMS

STANDARD FORM OF CONTRACT AGREEMENT

Consultants' Services

Contents

I. Form of Contract

II. General Conditions of Contract

(i) General Provisions
(ii) Commencement, Completion, Modification and Termination of Contract
(iii) Obligations of the Consultant
(iv) Consultants' Personnel and Sub-Consultants
(v) Obligations of the Employer
(vi) Payments to the Consultant
(vii) Fairness and Good Faith
(viii) Settlement of Disputes
(ix) Liquidated Damages
(x) Miscellaneous Provisions

III. Special Conditions (SC) of Contract

IV. Appendices

Appendix A – Description of Services
Appendix B - Reporting Requirements
Appendix C - Staffing Schedule
Appendix D - Cost Estimates
Appendix E - Duties of the Employer

CONTRACT FOR CONSULTANCY SERVICES

Between

[name of the Client]

And

[name of the Consultant]

Dated:

I. FORM OF CONTRACT

(Text in brackets [ ] should be filled up appropriately; all notes, if any should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the Office of the Additional Director General of PoliceCriminal Investigation Department (CID)Meghalaya, Shillong, (hereinafter called the "Employer"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

WHEREAS

(a) the Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the RFP Notice dated____ issued by the Employer;

(b) the "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;
(b) The Special Conditions of Contract;
(c) The following Appendices:

Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Staffing schedule
Appendix D: Cost Estimates
Appendix E: Duties of the "Employer"
Appendix F: Duties of the Consultant

The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular:

a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
b) the "Employer" through the Directorate of Economics & Statistics shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names and seal as of the day and year mentioned above.

Signed by -----

In presence of (Witnesses)	1. For and on behalf of the Government of Meghalaya [name of "Employer"]
(i) (ii)	[Authorized Representative]
In presence of (Witnesses)	2. For and on behalf of [name of Consultant]
(i) (ii)	[Authorized Representative]

II. GENERAL CONDITIONS OF CONTRACT (GC)

1. General Provisions

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
b) "Employer" means the Criminal Investigation Department (CID), Government of Meghalaya under the Contract.
c) "Consultant" means any private or public entity that will provide the Services to the "Employer" under the Contract.
d) "GC" means these General Conditions of Contract.
e) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
f) "Contract" means the Contract Agreement signed by the Parties and all the attached documents listed in the Contract, General Conditions (GC), the Special Conditions (SC) and the Appendices.
g) "Day" means calendar day.
h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
i) "Government" means the Government of Meghalaya.
j) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
k) "Personnel" means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof;
l) "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country;
m) "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country;
n) "Key Personnel" means the Personnel referred to in Clause GC4.2(a).
o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
p) "In writing" means communicated in written form.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location:

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties:

The Consultant and personnel shall be liable to pay such direct and indirect taxes, duties, fees, etc and other such impositions levied under the applicable laws of India.Copy of the invoices of Service tax, GST, etc. should be furnish to the "Employer" on a regular basis.

1.9 Fraud and Corruption

1.9.1 Definitions: It is the Employer's policy to require that Employer as well as Consultants to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.9.2 Measures to be taken by the Employer:(a) The Employer may terminate the Contract if it determines at any time that representatives of the Consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation; (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

2. Commencement, completion, modification andterminationof Contract

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services.

2.2 Termination of Contract for failure to become effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of service: The Consultant shall begin carrying out the service from the date of the award to carry out the Services.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent(s) or representative(s) of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party; (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by agentsor employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than twenty (20) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
(d) During the period of their inability to perform the services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either: (i)

demobilize; or (ii) continue with the service to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension:

The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (ix) of this Clause GC2.9.1.

(i) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.
(ii) If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
(iii) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
(iv) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
(v) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
(vi) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
(vii) If the Consultant fails to provide the quality services as envisaged under this Contract even after giving one chance to the Consultant to improve the quality of the services.
(viii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
(ix) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in Clause 2.9.1.1(ix).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause GC 2.9.2.

(i) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) days after receiving written notice from the Consultant that such payment is overdue.
(ii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.
(iii) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
(iv) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 or GC 3.8 hereof.

2.9.5 Payment upon termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1(viii), (ix) or 2.9.2, remuneration pursuant to Clause GC 6.3(h)(i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
(b) If the agreement is terminated pursuant of Clause 2.9.1(i) to (vii), the Consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of quantum of work as assessed by the Employer. Applicable under such circumstances, upon termination, the Client may also impose liquidated damages as per

the provisions of Clause 9 of this Contract. The Consultant will be required to pay any such liquidated damages to client within 60 (sixty) days of termination date.

2.9.6 Disputes about events of termination: If either Party disputes whether an event specified in paragraphs (i) through (ix) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the consultant

3.1 General

3.1.1 Standard of performance: The Consultant shall perform the services and carryout their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings.

3.2 Conflict of Interests: The Consultant shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict ofinterest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from commissions, discounts, etc: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the personnel shall not receive any such additional payment.
(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Consultant not to engage in certain activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall deter from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of conflicting activities: The Consultant shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the "Employer", the Consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the outcome/ findings/ recommendations formulated in the course of, or as a result of the Services.

3.4 Insurance to be taken out by the Consultant: The Consultant shall take out and maintain insurance at theirown cost. The Employer shall not whatsoever be liable for any payment of insurance amount (including premium, etc).

3.5 Accounting, inspection and auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years or more from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by the Accountant General and / or auditors appointed by the "Employer" as the case may be.

3.6 Consultant's actions requiring "Employer's prior approval: The Consultant shall obtain the "Employer's prior approval in writing before taking any of the following actions:

a) Any change or addition to the personnel listed in Appendix C.
b) Sub-contracts: The Consultant may sub-contract a part of the work relating to the services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the services. In the event that any sub-consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 Reporting obligations: The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROMs in addition to the hard copies specified in said Appendix.

3.8 Documents prepared by the Consultant to be the property of the "Employer": All data, information, plans, drawings, graphs, photographs, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer",

together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request(s).

4. Consultants' personnel and sub-consultants

4.1 General: The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services.

4.2 Description of Personnel: (a) The title, job description, minimum qualification and estimated period of engagement in the carrying out of the services of each of the Consultant's Key Personnel are as per the Consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.

(c) If additional work is required beyond the scope of the services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal and/or replacement of personnel: (a) Except as the "Employer" may otherwise agree, no changes shall be made in the personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. (b) If the "Employer" (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the "Employer"'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer". (c) Any of the personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditure the Consultant may

wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Consultancy Manager: If required, the Consultant shall ensure that at any time during the Consultant's performance of the Services, a resident consultancy manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. Obligations of the "Employer"

5.1 Assistance: The "Employer" shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant and personnel with such available documents as shall be necessary to enable the Consultant and Personnel to perform the Services.
(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
(c) Provide to the Consultant and personnel any such other assistance as may be required.

5.2 Change in the applicable law related to taxes and duties: If, after the date of this Contract, there is any change in the applicable laws of India with respect to taxes and duties, which are directly payable by the Consultant for providing the services i.e., service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC6.1(b).

5.3 Payment: In consideration of the Services performed by the Consultant under this Contract, the "Employer" shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.4 The SIC constituted by the Government will review the progress of work and issue necessary directions from time to time with the aim to ensure successful completion of the work.

6. Payments to the Consultant

6.1 Total cost of the Services: (a) The total cost of the services payable is set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter. (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary

additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.3 Terms of Payment The payments in respect of the Services shall be made as follows: (a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved (b) Once a milestone is completed, the Consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables.(c) Final Payment: The final payment as specified shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within forty five (45) days (subject to fund availability) after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Consultant and the consultant has made presentation to the Employer with / without modifications to be communicated in writing by the Employer to the Consultant. (e) If the deliverables submitted by the Consultant are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Consultant. This is without prejudicing the Employer's right to levy any liquidated damages under Clause 9. In such case, the payment will be released to the Consultant only after it re-submits the deliverable and which is accepted by the Employer. (f) All payments under this Contract shall be made to the accounts of the Consultant. The Employer will in no way be responsible for making any payment(s) to the sub-consultants. (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Consultant in writing and the Consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.(h) In case of early termination of the contract, the payment shall be made to the Consultant as mentioned herewith: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultant in this regard with supporting documents and based on the

assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. Fairness and good faith

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as maybe necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of disputes

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 (thirty) days after receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 90 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Chief Secretary to the Government of Meghalaya.

The Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in Shillong and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 20 % of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 8, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3(f), and defects are not rectified to the satisfaction of the Employer within 45 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member Consultant shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services under the Contract.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of Meghalaya or any of its constituents against all claims/damages etc for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.

(vi) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of Meghalaya against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or

suffered by its employees / personnel resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

(vii) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of Meghalaya against any and all claims by Employees, Workman, Personnel, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type,implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of Meghalaya or the Employer.

(x) Technical Bid should be a part of the Contract.

III. SPECIAL CONDITIONS OF CONTRACT

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Supplements to Clauses in the General Conditions of Contract
1.	1.5	The addresses are: 1. "Employer": Attention: Facsimile: 2. Consultant: Attention: Facsimile:
2.	1.7	The Authorized Representatives are: For the "Employer": For the Consultant:
3.	2.2	The time period shall be [insert time period, e.g.: four months].
4.	2.3	The time period shall be [insert time period, e.g.: four months].
5.	2.4	The time period shall be [insert time period, e.g.: twelve months].
6.	4.6	{The person designated as resident consultant manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.} Note: If there is no such manager, delete this Clause SC 4.6.
7.	6.1 (b)	The ceiling in Indian currency is: [insert amount in figures and words]
8.	6.3	[Delete whichever is not applicable]

<table>
<tr>
<td></td>
<td></td>
<td>1. For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

Activity 1:
<table>
<tr><th>Sl. No.</th><th>Milestone (Deliverables)</th><th>Time Period for submission</th><th>Payment (as % of the total service cost)</th></tr>
<tr><td>1</td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td></tr>
<tr><td>4</td><td></td><td></td><td></td></tr>
<tr><td></td><td>Total</td><td></td><td></td></tr>
</table>
Activity 2:
<table>
<tr><th>Sl. No.</th><th>Milestone (Deliverables)</th><th>Time Period for submission</th><th>Payment (as % of the total service cost)</th></tr>
<tr><td>1</td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td></tr>
<tr><td>4</td><td></td><td></td><td></td></tr>
<tr><td></td><td>Total</td><td></td><td></td></tr>
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</td>
</tr>
<tr>
<td>9.</td>
<td>8.3</td>
<td>The Arbitration proceedings shall take place in Shillong, Meghalaya.

Binding signature of Employer Signed by _____(for and on behalf of the Government of Meghalaya)

Binding signature of Consultant Signed by _____ (for and on behalf of ____ duly authorized vide Resolution No_____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

1.
2.</td>
</tr>
<tr><td></td><td></td><td></td></tr>
</table>

Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.

APPENDIX B - REPORTING REQUIREMENTS
Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

APPENDIX C – STAFFING SCHEDULE
(Include here the agreed and negotiated staffing schedule)

APPENDIX D – TOTAL COST OF SERVICES IN
(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

Criteria for evaluation of bidders:

SN	Particulars	Points systems	Max. Marks
A.	**Relevant Experiences and organizational strength**		
1.	The firm*being in the business of carrying out studies/ consultancy services for at least 3 (three) years as of October, 2018	3 to 4 years of consultancy services = 5 points 5 to 7 yearsof consultancy services = 8 points >8 years of consultancy services = 10 points	**10**
2.	The firmhaving experience in executing at least 3 (three) similar assignments /Projects for the Central Government/ State Governments/ PSUs/Government bodies in Indiawith sufficient expertise and experience in areas like data collection, data analysis, data interpretation, GSDP estimation techniques and allied areas in official statistics	3 to 5no. of projects = 6points 6 to 8no. of projects = 9points 9 to 10 no. of projects = 12points > 10 no. of projects = 15 points	**15**
3.	The bidder should have an average annual turnover of Rupees Twenty Lakh in the three consecutive Financial Years (2015 – 16, 2016-17 and 2017-18) from total services rendered in India.	Rs. 20 – 30 Lakhs of average annual turnover =3; Rs. 31 – 40 Lakhs of average annual turnover =5; Rs. 41 – 50 Lakhs of average annual turnover =7; > = Rs 50 lakhsofaverage annual turnover = 10;	**10**
4.	The organization/ firm/ agency should have at least 3 (three) full-time consultants/ experts on its pay rolls with desirable educational qualification and experience in the relevant sectors	3 to 5full-time experts = 3points 6 to 8full-time experts = 5 points 9 to 11full-time experts = 7 points > 12full-time experts = 10 points	**10**
B.	**Technical Expertise**		
5.	Bidder's understanding of DESrequirements / understanding of the objectives of the assignment/job/service, sound grasp of ground realities and local contingencies, desirable ability to articulate local significance and influence		**20**
6.	Technical approach including but not limited to: Sound methodology including means to obtaining the expected output, and the degree of detail of such output, highlight the problems to be addressed and their importance, the technical approach to be adopt to address them, highlight the compatibility of those methodologies with the proposed approach and degree of conformity to MoSPI's standards, choice of appropriate Statistical Analysis tools, procedures and processes of data collection and validation		**20**
7.	Proposal and justification of the main activities of the assignment, KeyRequirements, their content and duration, phasing and interrelations, milestones and deliverables, timelines and delivery dates of the reports (draft and final).		**15**
8.		Total Marks	**100**

The term firm, bidder, organization, agency(ies) are used interchangeably

Technical Bid Evaluation:

Technical Bid will be assigned a technical score (Tb) out of a maximum of 100 points.The technical score of a bidder 'Tb' will be assigned to the bidder & it will be awarded based on the Technical Evaluation Criteria as specified above. DES's decision in this regard shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected. Bidders with technical score of 70 and above will qualify for the evaluation in the commercial bids. The total technical scores achieved by the bidders shall be shared with the bidders

Tb: Absolute Technical Score
Tmax: Maximum Technical Score
Tn: Normalized technical score of the bidder under Consideration
*Normalized technical score (Tn) = Tb/Tmax * 100*

Financial Bid evaluation:

The financial bids of only those bidders, who have scored at least 70 marks in the technicalevaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all thetechnically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder (excluding the Optional Services quotes sought in the financial bid)

Fn = normalized financial score for the bidder under consideration
Fb = commercial quote for the bidder under consideration
Fmin = commercial quote of the lowest evaluated financial proposal
The lowest evaluated Financial Proposal (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:
Normalized Financial Score (Fn) = 100 x Fmin / Fb

Final Evaluation of Bid

Proposals will be ranked according to their combined technical (Tb) and financial (Fn) scoresusing the weights (T = 0.75 the weight given to the Technical Proposal; P = 0.25 the weight given to the Financial Proposal; T + P = 1). The final evaluation will be based on Composite Score which shall be calculated as shown below:

Composite Score (S) = Tn x T + Fn x P

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.