Request for Proposal

“MAPPING EXERCISE OF CHILDREN AND FAMILIES VULNERABLE TO CHILD TRAFFICKING DURING COVID-19 TIMES AND IDENTIFICATION OF HOTSPOT AREAS (SOURCE, TRANSIT AND DESTINATION) IN ASSAM – A Pilot Exercise in Baksa District”

Govt. of Assam
Assam State Commission for Protection of Child Rights
House No. 3, 1st Bylane, Samannay Path, Survey, Beltala, Guwahati-781028
Tel: 0361 – 2225656
Email: aspcr@rediffmail.com
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Disclaimer

The information contained in the Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the ASCPCR, Government of Assam, is provided to Applicants on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the ASCPCR, to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein.

The ASCPCR also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. ASCPCR may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of the RFP does not imply that ASCPCR is bound to select any Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and ASCPCR reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ASCPCR or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and ASCPCR shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection Process.
Section: 1

(Instructions to Consultants)
Instructions to Consultants

Part-1

1. Definitions

(a) Employer or ASCPCR means the Assam State Commission for Protection of Child Rights, who has invited bids for consultancy services with whom the selected Consultant signs the MoU for the Services and to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference (TOR) of the MoU.

(b) "Consultant" means any entity or person or associations of persons who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer under the MoU.

(c) "Memorandum of Understanding (MoU)"- means the agreement signed by the Parties for this assignment.

(d) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.

(e) "Day" means calendar day.

(f) "Government" means the Government of Assam.

(g) "Instructions to Consultants" means the document which provides shortlisted Consultants with all information needed to prepare their proposals.

(h) LOI means the Letter of Invitation being sent by Employer to the short-listed consultants.

(i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;

(j) "Proposal" means the Technical Proposal and the Financial Proposal.

(k) "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the RFP.

(l) "Assignment/job" means the work to be performed by the Consultant pursuant to the MoU.
(m) "Terms of Reference" (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

The Assam State Commission for Protection of Child Rights wishes to engage the services of an agency for conducting "Mapping Exercise of Children and Families Vulnerable to Child Trafficking During Covid-19 Times and Identification of Hotspot Areas (Source, Transit And Destination) In Assam – A Pilot Exercise in Baksa District"

The agency is broadly expected to: make "Mapping Exercise of Children and Families Vulnerable to Child Trafficking During Covid-19 Times and Identification of Hotspot Areas (Source, Transit And Destination) In Assam – A Pilot Exercise in Baksa District"

The date, time and address for submission of the proposal have been given in Part II of Instructions to Consultants.

The short-listed Consultants are invited to submit their Proposal, for consultancy assignment/job named in the Part II of Instructions to Consultants. The Proposal will be the basis for MoU negotiations and ultimately for a signed MoU with the selected Consultant.

Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. If any clarification is required on any clause/condition of the RFP, the same may be forwarded within the prescribed time period to the Employer's representative.

Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the assignment without thereby incurring any liability to the Consultants.

3. Clarification and Amendment of RFP Document

Consultants may request a clarification on any clause of the RFP document within the timeframe indicated in the Part II Data Sheet. Any request for clarification must be sent in writing or e-mail to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing.

At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum in writing or by announcing it through its website. The addendum shall be binding on all Consultants. Consultants shall acknowledge receipt of all such amendments. To give the Consultant reasonable time in which to take an amendment into account in their proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of proposal.

4. Conflict of Interest

The Employer requires that Consultants provide professional, objective and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting Activities:** A consultancy or any one of its affiliate selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or work or services resulting from or directly related to this project.

**Conflicting Assignment/job:** A Consultant (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Consultant to be executed for the same or for another Employer.

**Conflicting Relationships:** A Consultant that has a business or family relationship with a member of the Employer’s staff who is directly or indirectly involved in any part of the project shall not be awarded the assignment, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the assignment as per MoU.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its agreement during execution of the assignment.

5. **Unfair Advantage**

If a shortlisted Consultant could derive a competitive advantage from having provided consultancy assignment/job related to the assignment/job in question and which is not defined as conflict of interest as per para above, the Employer shall make available to all short-listed Consultants together with the RFP all information that would in the respect give such Consultant any competitive advantage over competing Consultants.

6. **Proposals**

Short-listed Consultants shall submit only one proposal for this project. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

7. **Proposal Validity**

Part II Data Sheet indicates how long Consultants’ proposals must remain valid after the submission date. During this period, Consultants 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 Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal; Consultants could submit new staff replacement, which would be considered in the final evaluation for award of the agreement as per the MoU. Consultants 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 evaluation.

8. Preparation of Proposal

The proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.

While preparing the Technical Proposal, Consultants must give particular attention to the following:

a) The estimated number of Professional staff months for the Assignment/job as shown in the Part II Data Sheet. However, the Proposal shall be based on number of Professional staff months or budget estimated by the Consultants. While making the Proposal, the Consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

b) Alternative professional staff shall not be proposed and only one curriculum vitae (CV) may be submitted for each position mentioned.

Depending on the nature of the assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section - 2. Part II Data Sheet, Section — 1 indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical proposal will result in the Proposal being deemed non-responsive.

The Technical Proposal shall provide the information indicative in the following para from (a) to (f) using the attached Forms (Section 2).

a) Form TECH-1 in Section — 2 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

b) A description of the approach, methodology and work plan for performing the assignment/job covering the following: technical approach and methodology, work plan, project organization and availability of experts, and transfer of knowledge/training. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-2 of Section 2.

c) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in Form TECH-3 of Section 2.

d) CVs of the Professional staff duly signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-4 of Section 2).

e) Estimates of work schedule should be given in Form TECH-5 of Section 2.

f) Information relating to “conflict of interest” should be furnished in Form TECH-6 of Section 2.
Technical Proposals: The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

Financial Proposals: The Financial Proposal shall be prepared using the prescribed Forms (Section-3). It shall list all costs associated with the assignment/job, including (a) remuneration for staff and (b) reimbursable expenses, indicated in the Part II Data Sheet (Section-I). These costs should be broken down by activity.

9. Taxes—The Consultant shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Employer under the MoU. All such duties and taxes must be included by the consultant in the financial proposal.

10. Currency - Consultant shall express the price of their assignment/job in Indian Rupees (INR) only.

11. Performance Guarantee and EMD

The selected consultant shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the agreement (as per MoU) value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable Bank Guarantee from a Scheduled Commercial Bank in India in favour of Assam State Commission for Protection of Child Rights payable at Guwahati for the period of MoU with 60 days claim period beyond the completion of all obligations of the agreement, as per the MoU. The Bank Guarantee must be submitted after award of assignment as per the MoU but before signing of the consultancy agreement. The successful bidder has to renew the Bank Guarantee and EMD on same terms and conditions for the period up to agreement including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Consultant on any account under the MoU.

Earnest Money Deposit (EMD) equivalent to 2% of the total bid (Quoted Value) in the form of a Demand Draft/Bank Guarantee drawn in favour of “Assam State Commission for Protection of Child Rights” Guwahati should be submitted along with the bid.

12. Submission, Receipt and opening of Proposal

The original proposal, both Technical and Financial shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 2, and FIN-1 of Section 3 respectively.

An authorised representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

The original and three copies of the Technical Proposal shall be placed in as sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the project. The envelopes containing the Technical proposals and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, and reference number clearly marked “DONOT OPEN BEFORE TIME (time and date of the opening indicated in the data sheet)".
Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This may lead to rejection of the Proposal. If the Financial Proposal is not submitted in a sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

The proposals may be submitted in person/speed post/courier to the addressee indicated in the Data Sheet and received by the Employer not later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Employer after the deadline for the submission shall be returned unopened.

**13. Proposal Evaluation**

From the time the proposals are opened to the time the agreement is awarded, the consultants should not contact the Employer on any matter related to its Technical and/ or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of assignment as per MoU may result in the rejection of the consultants’ proposal.

The Employer has constituted a Consultancy Evaluation Committee (CEC) for selection of the Consultant which will carry out the evaluation process.

**Evaluation of Technical Proposals** The (CEC) shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria and sub-criteria in Clause 10 of part II of Section 1 — Instruction to Consultants. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requiremen indicated for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at the stage the financial bid (proposal) will, remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below.

**13.1. Criteria for Evaluation of Technical Proposal:**

In deciding the selection of the Consultant, the technical quality of the proposal will be given preference to ensure qualitative output. The method of evaluation of technical qualification will follow the procedure given in para 13 of Part 1. The Consultants may be asked to give a presentation before the Evaluation Committee on the parameters given in para 13 of Part 1 above, along with clarifications, if any, considered necessary by the committee. The price bids of only those consultants who qualified technically will be opened. The proposal with highest technical bid score will get preference. The committee may decide not to award the consultancy to the lowest financial bidder.

**14. Negotiations**

Financial Negotiations: Negotiations, if considered necessary, shall be held only with the consultant who shall be selected bidder after combined evaluation of the Technical and Financial Proposal. CEC can discuss the budget proposals with the selected consultant with the objective of rationalization, cost savings, reasonableness and efficiency in conduct of evaluation. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the consultant. Date and Time for
negotiation shall be communicated to the selected consultant. Representatives conducting negotiations on behalf of the consultant must have the written authority to negotiate and conclude the agreement.

15. Award of Assignment as per (MoU)

After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other consultants who have submitted proposals about the decision taken.

The consultant will sign the MoU after fulfilling all the formalities/pre-conditions (MoU to be signed after the selection of consultant), within 15 days of issuance of the letter of intent. The Consultant is expected to commence the assignment/job on the date specified in the Part II Data Sheet.

16. Confidentiality

Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement as per the MoU. The undue use by any Consultant of any information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer’s antifraud and corruption policy.

17. Consultation with ASCPCR

Consultation with ASCPCR will need to be on-going and ASCPCR reserves the right to suggest changes as deemed fit for the purpose of using the document for an external audience.

18. Payment Terms

The terms of payment would be linked to the deliverables of the project, and are specified in the other terms and conditions (Section 5)

INSTRUCTIONS TO CONSULTANTS

DATA SHEET (PROJECT SPECIFIC INFORMATION)

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Ref. para of Section 2 of part 1</th>
<th>Particulars of data sheet</th>
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<tr>
<td>1</td>
<td>i (a) &amp; 2.1</td>
<td>Name of the Employer: Assam State Commission for Protection of Child Rights, Govt. of Assam</td>
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<tr>
<td>2</td>
<td>1</td>
<td>Name of the Assignment/job: &quot;&quot;mappign exercise of children and families vulnerable to child trafficking during covid-19 times and identification of hotspot areas (source, transit and destination) in Assam – A Pilot Exercise in Baksa District&quot;&quot;</td>
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<tr>
<td>3</td>
<td>13</td>
<td>Last date &amp; time and address for submission of proposal:</td>
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<tr>
<td></td>
<td>Date</td>
<td>10th February 2021</td>
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<tr>
<td>Time</td>
<td>5:00 p.m</td>
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<tr>
<td>Venue</td>
<td>ASCPCR, H. No. 3, 1st Bylane, Samannay Path, Survey, Beltala, Guwahati-781028</td>
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<tr>
<td>4</td>
<td>Proposals must remain valid for 90 days after the last date of submission.</td>
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<td>The formats of the Technical &amp; Financial Proposals to be submitted are:</td>
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<td></td>
<td>Form Tech 1: Letter of Proposal submission</td>
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<td>Form Tech 2: Approach, Methodology and Work Plan</td>
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<td>Form Tech 3: Team Composition</td>
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<td>Form Tech 4: Curriculum Vitae</td>
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<td>Form Tech 5: Work Schedule</td>
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<td>Form Tech 6: Information regarding any conflicting activities and declaration thereof.</td>
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<td></td>
<td>Form Tech 7: Society Registration Certificate, copies of Audit Report of last 3 financial year</td>
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<tr>
<td></td>
<td>Form Fin 1: Financial Proposal Submission Form</td>
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<td>Form Fin 2: Summary of Costs</td>
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<tr>
<td>6</td>
<td>Consultant should state the cost in Indian Rupees</td>
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<tr>
<td>7</td>
<td>Consultant must submit the original, 3 (Three) hard copies and one soft copy (in a non-writable CD) of the Technical Proposal, and the original of the Financial Proposal.</td>
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<td>8</td>
<td>The estimated number of professional staff-months required for the Assignment/job is: Staff months to be estimated by the Bidder</td>
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<td></td>
<td>The Consultant should also indicate the number and details of the Support Staff members associated with the Key Team members in their work plan.</td>
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<td>9</td>
<td>The Employer would provide consultants the necessary support in terms of information/documents/co-ordination with other division/office/state etc. whenever and wherever considered necessary for the progress of the assignment. The Employer will interact with the Consultant for exchange of documents/information</td>
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</table>
Evaluation Criteria for Technical Bid:

Criteria, sub criteria and point system for evaluation to be followed under this procedure is as under:

<table>
<thead>
<tr>
<th>Criteria &amp; Sub Criteria</th>
<th>Points</th>
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<tbody>
<tr>
<td>Previous Experience (Projects Handled)</td>
<td>10</td>
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<tr>
<td>Specific experience of working in Women and Child Welfare, Development at community level.</td>
<td>5</td>
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<tr>
<td>Specific Experience of Working In Child Rights Area</td>
<td>5</td>
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<td>Specific experience of working with NCPCR and ASCPCR</td>
<td>5</td>
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<td>Experience of working with Central Government and State Governments</td>
<td>5</td>
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<tr>
<td>Methodology</td>
<td>5</td>
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<tr>
<td>Understanding of the TOR, Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</td>
<td>10</td>
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<td>Technical approach and methodology</td>
<td>10</td>
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<td>Work Plan</td>
<td>10</td>
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<tr>
<td>Resourcing</td>
<td>5</td>
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<tr>
<td>Principal Manager/Team leader (Qualification + Experience)</td>
<td>10</td>
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<tr>
<td>Team Members (Qualification + Experience)</td>
<td>10</td>
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<tr>
<td>Presentation</td>
<td>10</td>
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<tr>
<td><strong>Grand Total</strong></td>
<td><strong>100</strong></td>
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</table>

Method of selection: In deciding the selection of the Consultant, the technical quality of the proposal will be given preference to ensure qualitative output. The method of evaluation of technical qualification will follow the procedure given in para 13 of Part 1. The Consultants may be asked to give a presentation before the Evaluation Committee on the parameters given in para 13 of Part 1 above, along with
clarifications, if any, considered necessary by the committee.

The price bids of only those consultants who qualified technically will be opened. The proposal with highest technical bid score will get preference. The committee may decide not to award the work to the lowest financial bid.

| 12 | Expected date of commencement of consulting assignment/job: |
| 13 | Location for performance assignment/job: Guwahati and as required by the employer. |
Section: 2

(Technical Proposal Forms)
LETTER OF PROPOSAL SUBMISSION

(Location, Date)

To

The Secretary

Assam State Commission for Protection of Child Rights

House No. 3, 1st Bylane, Samannay Path

Survey, Beltala, Guwahati-781028

Dear ..................................

We the undersigned, offer to provide the Consultancy assignment/job for the “Mapping Exercise of Children and Families Vulnerable to Child Trafficking During Covid-19 Times and Identification of Hotspot Areas (Source, Transit And Destination) In Assam – A Pilot Exercise in Baksa District” in accordance with your Request for Proposal (RFP).

We are, hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope. We hereby declare that all the information and statement made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification, we understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Name and Title of Signatory:

Name of the Firm/Entity:

Address:
DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN, PROJECT ORGANIZATION FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology, work plan, project organization are key components of the Technical Proposal. The Consultant must present his/her Technical Proposal divided into the following three components:

a) Technical Approach and Methodology

b) Work Plan and

c) Project Organization and availability of Experts

a) Technical Approach and Methodology: In this section, the consultants should explain their understanding of the objectives of the assignment/job, approach to the assignment/job, methodology for carrying out the activities (including proposed design) and obtaining the expected output, and the degree of detail of such output. The consultants should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The consultants should also provide an overview of tools and methodologies that they propose to adopt for documentation.

b) Work Plan: The consultant should propose and justify the main activities of the assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and key performance indicators. 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. A list of the deliverable outcomes should be included here. More specifically,

- Highlight how you would proceed to meet the project requirements,
- Highlight number of hours you estimate are required to complete the work,
- Propose number of resources for providing these services,
- Highlight tools and methodologies to be used for this effort, and
- How would you manage the complexity and time management of the project?

c) Project organization and availability of experts: The consultant should propose and justify the structure and composition of his/her team. He/she should list out the main disciplines of the assignment/job, the key expert responsible, and proposed technical and support staff. More specifically, please provide an overview on senior leadership coverage and commitment, highlight expertise in women and child related works.
TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Staff</th>
<th>Area of Expertise</th>
<th>Post/Task Assigned for this job</th>
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CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
   [For each position of key professional, separate form Tech-6 will be prepared]

2. Name of Firm/entity:
   (Insert name of consultancy proposing the staff):

3. Name of Staff:
   (Insert full name):

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

10. Languages Known:

11. Employment Record:

   [Starting with present position, list in reverse order every employment held by staff member since first employment, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

   From [Year]: To [Year]

   Employer:

   Positions held:

12. Detailed Tasks Assigned

   [List all tasks to be performed under the assignment/job]
13. Work Undertaken that best illustrates capability to handle the Tasks assigned:

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:
Year:
Location:
Main project features:
Positions held:
Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:

[Signature]

[Signature]
WORK SCHEDULE

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Activity Months</th>
<th>Total Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 2 3 4</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<tr>
<td>6</td>
<td></td>
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</tr>
</tbody>
</table>

Note:

1. Indicate all main activities of the Assignment/job including delivery of reports (e.g., inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities should be indicated in the form of a Bar Chart.
INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your consultancy which are of conflicting nature as mentioned in Para 4 of Section 1. If yes, please furnish details of any such activities. If no, please certify as follows.

We hereby declare that our consultancy is not indulged in any such activities which can be termed as the conflicting activities under Para 4 of the Section 1. We also acknowledge that in case of misrepresentation of the information, our proposals/MoU shall be rejected/terminated by the Employer which shall be binding on us.

Authorized Signature [in full and initials]:

Name of Title of Signatory:

Name of Consultancy agency:

Address:
CERTIFICATES AND REPORTS

1. Certificate of registration under the Societies Registration Act, 1860
2. Copies of Audit Report for the last 3 Financial Year
Section: 3

(Financial Proposal Forms)
Financial Proposal Submission Form

(Location, Date)

To,

Secretary,
Assam State Commission for Protection of Child Rights
House. No. 3, 1st Bylane, Samannay Path
Survey, Beltala
Guwahati, Assam – 781028

Dear ..................................

We, the undersigned, offer to provide the consultancy assignment/job for “Mapping Exercise of Children and Families Vulnerable to Child Trafficking During Covid-19 Times and Identification of Hotspot Areas (Source, Transit And Destination) In Assam – A Pilot Exercise in Baksa District”. In accordance with your Request for Proposal dated [Insert Date], our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes and duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Part II Datasheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of Consultancy:

Address:

Page 25 of 33
Summary of Costs (Price Bid)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Amount in Indian Rupees (In words)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>District Level Stakeholders Meeting (1 meeting)</td>
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<tr>
<td></td>
<td>1.1 Hall Charges</td>
<td></td>
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<tr>
<td></td>
<td>1.2 Tea and Snacks</td>
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<td></td>
<td>1.3 Banner</td>
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<td></td>
<td>1.4 Printing of Reference/Resource Material</td>
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<td></td>
<td>1.5 Misc.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Block Level Stakeholders Meeting (1 Meeting per block X 8 blocks)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.1 Tea and Snacks</td>
<td></td>
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<tr>
<td></td>
<td>2.2 Banner</td>
<td></td>
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<tr>
<td></td>
<td>2.3 Printing of Reference/Resource Materials</td>
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<tr>
<td></td>
<td>2.4 Misc.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Village Level Meetings for the Mapping exercise (1 meeting per village X 687 villages)</td>
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<tr>
<td></td>
<td>3.1 Tea and Snacks</td>
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</tr>
<tr>
<td></td>
<td>3.2 Printing of Reference/Resource Material</td>
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<tr>
<td></td>
<td>3.3 Misc.</td>
<td></td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signature:

Name:

Designation:

Name of firm/entity:

Address:
Section: 4

(Terms of Reference)
Terms of Reference (ToR)

The background and details of Terms of Reference (ToR) for “Mapping Exercise of Children and Families Vulnerable to Child Trafficking During Covid-19 Times and Identification of Hotspot Areas (Source, Transit And Destination) In Assam - A Pilot exercise in Baksa district”

Background:

Human Trafficking is the most despicable form of violation of human rights. Human trafficking has been a recognized crime and considered to be one of the largest crimes all over the world which is difficult to be numbered because of its hidden nature. In India, the North-East part is very remote and backward in respect to infrastructure and economy and because of poverty, lack of job opportunities, ignorance and illiteracy the trafficking of children takes place in a very large number in spite of the efforts of the government and other agencies in trying to reduce/stop trafficking in Assam. The issue of trafficking needs to be addressed by a comprehensive strategy so that the trafficked/survivors/vulnerable get justice and rehabilitated.

Trafficking is the violation of human rights. A trafficked child is deprived of his/her fundamental rights, i.e., education, food, health, parental care and engaged in forced labour/sex, mental torture etc. The child also suffers from mental and physical, sexual harassment, economic deprivation, health hazards etc. while being trafficked. They are kept outside the mainstream of the society because of inhibition and stigma of the community members even after they are rescued.

Studies and work in past has revealed a set of situations which stands as key factors owing to which children fall prey to trafficking. Failure of proper implementation of the provisions of RTE, drop out from school, child labour, child marriage, demand of children as easy and cheap labour to be engaged in activities such as drug pedalling, organ transplant etc. are key factors which foster the trafficking of children. Also, the studies reveal that situations like disasters, man-made and natural also stands as one of the prominent reasons of trafficking. Over a period of time, certain states have been identified as destination for the trafficked children.

Many children were rescued and have been tried to be rehabilitated through various schemes of the Government but, the high and planned activities by the trafficking groups have laid their strong hold over few source areas and population and thus until and unless the source areas are identified and mechanisms are strengthened to check trafficking and ensure safe migration, the menace of trafficking can never be stopped or checked.

Apprehensions of rise in instances of children getting trafficked from various districts of Assam post lockdown due to COVID-19 are high and cannot be discounted or ignored. In this backdrop, reference is drawn to the “National Level Multi-stakeholders E-Consultation Meeting to Combat Child Trafficking Post Lockdown Situation due to COVID-19” held by NCPCR on the 8th May 2020. Further, reference is also drawn to observations made by both the Commissions regarding the prevalent menace of child trafficking, it’s Source, Transit and Destination Hotspots in various districts of Assam and other parts of the country.
In this regard, based on the rescue operations/ interventions, inquiries conducted by both the Commissions during lockdown period and taking reference the guidelines issued by Ministry of Home Affairs (MHA) i.e. “Advisory on Preventing and Combating Human Trafficking, especially during the period of COVID-19 pandemic” vide dated 06th July 2020, it is imperative that the menace of child trafficking requires serious attention with a strategic focus on preventive aspects as prescribed in the recommendations of the NCPCR. This is possible by adopting a holistic and multipronged approach wherein the civil society organisations along with other concerned stakeholders play a vital role.

As a way forward strategy towards prevention of child trafficking, a thorough mapping exercise of children and families vulnerable to child trafficking in Hotspot districts and matching them with the relevant schemes of the Government of India and Assam State Government is required.

Therefore, the Assam State Commission for Protection of Child Rights has commissioned a Mapping Exercise on Pilot basis in the Baksa district of Assam. Based on the findings and outcomes of this pilot exercise, further exercises may be undertaken in more number of districts as per requirement.

**Role of ASCPCR**

The Assam State Commission for Protection of Child Rights (ASCPCR) has been constituted by the Government of Assam, as a statutory autonomous Body under Section 17 of the Commissions for Protection of Child Rights (CPCR) Act, 2005 (No. 4 of 2006) for dealing with protection of Child Rights and other related matters. To realize this aim, section 13 of the said Act assigned certain functions to the Commission that intend to ensure that the legal and constitutional rights of children are protected.

To fulfill these functions and suggest targeted recommendations, availability of a reliable, authentic data is important, in absence of which the effective monitoring and review is not feasible.

**Objectives**

Objective of the mapping exercise are:

- To highlight and explore vulnerabilities leaving children at risk of being trafficked as per the indicators mentioned in the Reference/Guiding document provided by ASCPCR.
- Mapping the Govt. Schemes/ Programs availed to the vulnerable children and their families as per the Reference/Guiding document provided by ASCPCR.
- Matching the eligibility criteria for Govt. Schemes/ Programs of vulnerable children and their families as per the Reference/Guiding document provided by ASCPCR.
- To develop a complete picture of trafficking routes, modus of operandi and gaps in protection for potential victims across Baksa district.
- Mapping of vulnerable hotspot locations.
- Highlighting gaps in protection that exacerbate vulnerability to trafficking in Baksa district.
A. Tasks and Processes:

The tasks and processes expected from the consultant organization/institutions are:

1. Conduct one District Level Meeting with the stakeholders.
2. Conduct 8 Block Level Meeting with the stakeholders
3. Conduct Meetings in 687 numbers of Revenue Villages of the Baksa district.
4. Compile, collate, analyze and document the data and information received through the meetings conducted.
5. Analyse the data and collate and prepare a detailed report of the activity.

B. Schedule:

The indicators/format for Meeting theme will be developed based on the questionnaire/reference material provided by the ASCPCR and the objectives of the study. Data analysis and interpretation shall follow up to come out with village and block wise and district wise, comprehensive report with recommendations. The entire process to be completed within three (3) months from the date of signing of the Agreement.

C. Outcome:

A comprehensive report on the data received from the Exercise, its analyses and interpretation and recommendations. The report should include:

- A detailed report to be prepared by the agency based on analysis of data; Meeting questionnaire and analysis on issues/concerns/gaps and recommendations thereupon.

D. Review by ASCPCR:

The Consultant Organization shall work in close coordination with the Commission and the Commission reserves the rights to suggest changes as deemed fit for the purpose of its use for dissemination of information the performance of the organization shall be reviewed with respect to the time schedule/methodology, financial requirements and adherence to the TOR.

E. Data, Services and Facilities to be provided by the Client:

The Assam State Commission for Protection of Child Rights (ASCPCR) through its Secretary will be the Client. The Client will provide to the Consultant the required documents of reference, Guidelines, the allied legal provisions and themes of resource and other relevant documents.
Section: 5

(Other Terms and Conditions)
1. The ASCPCR reserves the right not to accept bid(s) from agency(ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell.

2. The ASCPCR is not bound to accept the lowest bidder or to assign any reason for non-acceptance. The ASCPCR reserves its right to accept the bid in part or in full. Conditional bids will be rejected outright.

3. The ASCPCR reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder(s).

4. The ASCPCR reserves the right to withdraw/cancel the bid document at any stage.

5. **Termination by default**

The ASCPCR reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement as per the MoU, without thereby incurring any liability to affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for ASCPCR’s action.

6. **Arbitration**

In case of any dispute, ASCPCR may appoint an arbitrator, which would be accepted by the agency/firm/entity. The decision of the arbitrator would be final and binding on both the parties. The jurisdiction of the court would be Guwahati.

7. **Indemnification Clause**

That the selected agency shall keep ASCPCR indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities other losses etc. which may incur on account of non-compliance or violation by the selected agency or otherwise.

8. **Jurisdiction**

The agreement shall be governed by laws of India and all Government rules on purchase matter issued from time to time and applicable for the time being for this agreement as per the MoU. Case will be settled in Gauhati Court, if required.

9. **Validity of the Agreement as per the (MoU)**

The entire process is required to be completed within three months from the date of signing of the Agreement. The agreement as per the MoU shall remain valid with effect from the date of award of the assignment as per MoU till the acceptance of final report of the Mapping Exercise.

10. **Force Majeure**

i. For the purpose of this agreement, “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

ii. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's sub-consultants or agents or employees, nor (b) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this agreement, an avoid or overcome in the carrying out of its obligations hereunder.

iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

iv. A party affected by an event of force majeure shall continue to perform its obligations under the agreement as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of force majeure.

v. 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 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

11. Penalty:

Consultant is to abide by the timelines given for the completion of the activities, failing which penalty @ Rs. 500/- per day (five hundred per day) will be levied by the Employer as per the timelines given in the TOR.

12. Terms of Payment

The terms of payment will be as follows:

i. 20% on signing of the MoU

ii. 20% on development of key indicators for meeting tools, finalizing dates, their approval and pretest.

iii. 20% on completion of execution of the Mapping Exercise.

iv. 20% on submission of 1st draft report.

v. 20% on acceptance of final report.