



भारतसरकार
GOVERNMENT OF INDIA
राष्ट्रीयबालअधिकारसंरक्षणआयोग
NATIONAL COMMISSION FOR PROTECTION OF
CHILD RIGHTS
नईदिल्ली- ११०००१
NEW DELHI-110 001



REQUEST FOR PROPOSALS

Date: 15.05.2023

Request for proposals from interested agencies to conduct "Study to Review the Fee Regulatory Mechanism in States/UTs"


National Commission for Protection of Child Rights (NCPCR), a Statutory Body of the Government of India, constituted under the Commissions for Protection of Child Rights (CPCR) Act, 2005, for dealing with protection of child rights and related matters, invites proposals on the above-mentioned subject from the agencies having experience of research, especially related to or for Government schemes/ policies in education and handling data. Eligibility criteria and information/documents required to be submitted in the proposal may be downloaded from the website: www.ncPCR.gov.in or <https://eprocure.gov.in/cppp/>

Eligible organizations may submit their Proposals, along with all the supporting documents by Post, Courier or by Hand. The Technical and Financial Proposals must be in separate envelopes and both the envelopes must be properly sealed and be kept in one bigger envelope. The original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Activity. The outer envelope of the Financial Proposal shall bear the submission address and above reference number clearly marked "DO NOT OPEN BEFORE TIME". Submissions received without the name of the activity and name and address of organization submitting the proposals shall be summarily rejected.

The last date for receipt of Technical and Financial Proposals by the Commission is **05.06.2023** by 5:00 pm (at NCPCR office) and it should be addressed to Member Secretary, National Commission for Protection of Child Rights (NCPCR), 5th Floor, Chanderlok Building, 36-Janpath, New Delhi, 110001. The technical proposals shall be evaluated by 06.06.2023 and presentation will be held on 08.06.2023.

NCPCR reserves the right to accept or reject any or all the offers without assigning any reasons thereof.

Yours faithfully,


(G. Suresh)

Assistant Director

Request for Proposal

“Study to Review the Fee Regulatory Mechanism in States/UTs”



**National Commission for Protection of Child Rights
5th Floor, Chandralok Building, 36 Janpath, New Delhi 110001, New Delhi,
110001**

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National Commission for Protection of Child Rights

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 NCPCR, Government of India, 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 an invitation 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 depend 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 NCPCR accepts no responsibility for the accuracy or otherwise of any interpretation or opinion in the law expressed herein.

The NCPCR, 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. NCPCR 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 NCPCR is bound to select any applicant or to appoint the selected applicant, as the case may be, for the Consultancy and NCPCR 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 NCPCR or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the applicant and NCPCR 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 NCPCR" means the National Commission for Protection of Child Rights, who have 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 association of persons who have been shortlisted to submit their proposals that may provide or provides the services to the Employer under the MoU.
- (c) "MoU" means the Memorandum of Understanding signed by the Parties for this assignment.
- (d) "Project specific information" means such part of the Instructions to Consultants as to reflect the specific project and assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the Government of India
- (g) "Instructions to Consultants" means the document which provides short - listed consultants with 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 respective responsibilities of the Employer and deliverables of the Assignment/Job work, activities, tasks to be performed, and the Consultant, and expected results



2. Introduction

The National Commission for Protection of Child Rights (NCPCR) desires to engage services of an agency to conduct “Study to Review the Fee Regulatory Mechanism in States/UTs” in five states one State from each of the five zones i.e. North, South, East, West and North East. For more clarity, the States have been categorized in each zone as the following:

<i>S.No.</i>	Zone	States/UTs
1.	North	Jammu & Kashmir, Ladakh, Punjab, Haryana, Himachal Pradesh, Uttarakhand, Uttar Pradesh, Delhi, Chandigarh.
2.	South	Karnataka, Kerala, Andhra Pradesh, Tamil Nadu, Telangana, Puducherry.
3.	East-	Andaman & Nicobar Island, Jharkhand, Bihar, West Bengal, Odisha, Chhatisgarh.
4.	West-	Gujarat, Rajasthan, Madhya Pradesh, Maharashtra, Goa, Daman & Diu.
5.	North East-	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura and Sikkim

- 2.1 The aim of carrying out the study is to highlight the significance of an effective fee regulatory mechanism for implementation by the State/UT Government so that children are not discriminated, neglected, harassed by the school authorities for any fee related dispute between school and parents.
- 2.2 The date, time and address for submission of the proposal have been given in Part II of the Instructions to Consultants.
- 2.3 The shortlisted Consultants are invited to submit their Proposal, for consultancy assignment/job named in Part II of the Instructions to Consultants. The Proposal will be the basis for MoU negotiations which would be followed by a signed MoU with the selected Consultant.
- 2.4 Consultants should familiarize themselves with local conditions and take those conditions 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 organizations representative.
- 2.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and MoU negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to awarding of the MoU without thereby incurring any liability to the Consultants.

3. Clarification and Amendment of RFP Document

- 3.1 **Consultants may request a clarification on any clause of the RFP document within 10 days of publishing the RFP.** Any request clarification must be sent in writing or by e-mail to the Employer's address as indicated in Part II Data Sheet. Accordingly, clarification to the queries raised will be responded by the Employer in writing.
- 3.2 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. Such addendum shall form integral part of this RFP document and shall be binding on all Consultants. 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

- 4.1 The Employer requires that Consultants provide professional, objective and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- 4.2 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 affiliates 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 Employer or for another Employer.
- 4.3 **Conflicting Relationships:** A Consultant that has a business or family relationship with any of the Employer's staff who is directly or indirectly involved in any part of the project shall not be awarded the MoU, 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 MoU.
- 4.4 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 MoU 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. Bid Security/Earnest Money Deposit:

- a. The bidders/consultant shall be required to furnish bid security/Earnest money deposit along with their bid equal to five percent of the total value quoted in the financial proposal. The bidders who are registered under Micro and small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro Small and Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from furnishing bid security against submitting proof of such registration.
- b. The bid security shall be accepted in the form of Account Payee Demand Draft/Banker's cheque in favour of National Commission for Protection of child Rights- RTE/Fixed Deposit Receipt or Bank Guarantee from any of the Commercial banks or payment online is an acceptance form, safeguarding the purchaser's interest in all respects. The bid security is normally to remain valid for forty-five days beyond the final bid validity period.
- c. Bid Securities of the unsuccessful bidders would be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The consultants have to sign bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the requests for bids document from being eligible to submit bids for contracts with the entity that invited the bids.
- d. Rates/bid/offer must be without any condition, assumption, qualification reservation of variation. Rates/bid/offer must be mentioned in prescribed proforma in figures and in words.



In case of any discrepancy, rates quoted in words will prevail. As mentioned earlier, rates quoted should be inclusive of GST/All taxes/levies etc.

7. Proposal

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

8. Proposal Validity

Part II Data Sheet indicates the duration as to the validity of the proposals submitted by the Consultants 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; the Employer may to extend the validity period of the 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 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.

9. Preparation of Proposal

- 9.1 The proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- 9.2 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.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - a) The proposals not fulfilling the technical, security and other requirements shall be deemed as technically & non-responsive would be out-rightly rejected.
 - b) The estimated number of Professional staff months for the Assignment/job to be given by the Consultant. Also, the experts in the related field that can be consulted for the purpose of guidance.

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

9.4 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 indicated 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, availability of experts, past experience, 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 Section2).
- 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.

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-1). These costs should be broken down by activity.

10. 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.

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



only.

12. Performance Guarantee

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 National Commission for Protection of Child Rights-RTE payable at New Delhi for the period of MoU with 60 days claim period beyond the completion of all MoU obligations. The bank guarantee must be submitted after award of MoU but before signing of the consultancy MoU. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to the MoU 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.

13. 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 as "ORIGINAL".

The original and Four Xerox copies of the Technical Proposal along with soft copy of the Technical Proposal in a non-writable CD shall be placed in a sealed envelope clearly marked as "TECHNICAL PROPOSAL". Similarly the original Financial Proposal shall be placed in a sealed envelope clearly marked as "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)". 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 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.

14. Proposal Evaluation

From the time the proposals are opened to the time the MoU 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 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 requirement 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 evaluation criteria for the technical proposal shall be as defined below:

14.1. 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.

In deciding the final selection of qualified bidder, the technical quality of the proposal will be given a weightage of 75 percent on the basis of criteria for evaluation. The financial bids of only such bidders will be opened who score the qualifying marks and financial bids will be given weightage of 25 percent. The agency with maximum combined score of technical and financial bids will be selected for conducting the activity. Costs exclusive of applicable taxes and levies including GST shall be taken into account.

15 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 MoU.



16. 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.

17. 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 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 anti-fraud and corruption policy.

18. Consultation with NCPCR

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

19. 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)

20. For agencies applying in Consortium

Consultants bidding as a Consortium must have entered into a Memorandum of Understanding (MoU) signed by all consultants/ members of the Consortium and indicating the nomination of one member as the lead member who would assume overall responsibility for the entire project. A copy of the MoU to be submitted.

21. In case, the consultant (lead member in case of Consortium), presently has no office in Delhi / NCR, it must provide a dedicated team based in Delhi to service the account of the NCPCR within 10 days from the date of award of MoU. An undertaking to this effect and clearly indicating details of team members who will work for NCPCR's account, must be submitted on the Consultant's letter head, duly stamped and signed by the authorized representative of the Consultant.



INSTRUCTIONS TO CONSULTANTS
PART – II
DATA SHEET (PROJECT SPECIFIC INFORMATION)

Clause No.	Ref. para of Section 2 of part.1	Particulars of data sheet
1.	1 (a) & 2.1	Name of the Employer: National Commission for Protection of Child Rights, Government of India.
2.	2.1	Name of the Assignment/job: “Study to Review the Fee Regulatory Mechanism in States/UTs”
3.	13	Last date & time and address for submission of proposal:
	Date & Time	As per the Cover letter
	Address	The Member Secretary, NCPDR, 5th Floor, Chanderlok Building, 36 Janpath, New Delhi-110001 Email- ms.ncpcr@nic.in
4.		Proposals must remain valid for 90 days after the last date of submission.
5.	8.4	The formats of the Technical & Financial Proposals to be submitted are:
		Form Tech 1: Letter of Proposal submission
		Form Tech 2 : Approach, Methodology and Work Plan
		Form Tech 3 : Team Composition
		Form Tech 4: Curriculum Vitae
		Form Tech 5: Work Schedule
		Form Tech 6: Information regarding any conflicting activities and declaration thereof.
		Form Fin 1: Financial Proposal Submission Form
		Form Fin 2: Summary of Costs
6.		Consultant should state the cost in Indian Rupees
7.		Consultant must submit the Four hard copies of technical proposals including – 1 original and 3 xerox copies, along with one soft copy of Technical Proposal (in a non-writable CD), and one original of the Financial Proposal. (for details, refer Point 12, page 9, Section-1
8.		The estimated number of professional staff-months required for the Assignment/job is: Staff months to be estimated by the Bidder. The Consultant should also indicate the number and details of the Support Staff members associated with the Key Team members in their work plan.
9.		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 and discussion.																																				
10.	13	Evaluation Criteria for Technical Bid: Criteria, sub criteria and point system this procedure is as under:																																				
		<table><tr><th>Criteria & Sub Criteria</th><th>Points</th></tr><tr><td>Previous Experience (Projects Handled)</td><td>20</td></tr><tr><td>Specific experience of conducting National Level projects related to children rights/ children related laws</td><td>10</td></tr><tr><td>One Sample Report</td><td></td></tr><tr><td>Experience of projects or research on school education</td><td>05</td></tr><tr><td>One Sample Report</td><td></td></tr><tr><td>Specific experience of working with Government</td><td>05</td></tr><tr><td>One Sample Report <i>Kindly provide separate list under above three criteria</i></td><td></td></tr><tr><td><i>For Start-up organizations 20 Points of previous experience shall be waived off</i></td><td></td></tr><tr><td>Methodology</td><td>40</td></tr><tr><td>Understanding of the TOR, adequacy of the proposal in responding to the Terms of Reference</td><td>10</td></tr><tr><td>Technical approach and methodology(includingsample, stakeholders, tools, techniques etc)</td><td>20</td></tr><tr><td>Work Plan</td><td>10</td></tr><tr><td>Resourcing</td><td>20</td></tr><tr><td>Principal Researcher/Team leader (Qualification + Experience)</td><td>10</td></tr><tr><td>Team Members (Qualification + Experience)</td><td>10</td></tr><tr><td>*Desirable- Atleast one person with M.Phil/Ph.D in Social Science/Education/Statistician in whole team and one data analyst ** Mention if survey can be conducted simultaneously in all selected states.</td><td></td></tr><tr><td>PRESENTATION</td><td>20</td></tr></table>	Criteria & Sub Criteria	Points	Previous Experience (Projects Handled)	20	Specific experience of conducting National Level projects related to children rights/ children related laws	10	One Sample Report		Experience of projects or research on school education	05	One Sample Report		Specific experience of working with Government	05	One Sample Report <i>Kindly provide separate list under above three criteria</i>		<i>For Start-up organizations 20 Points of previous experience shall be waived off</i>		Methodology	40	Understanding of the TOR, adequacy of the proposal in responding to the Terms of Reference	10	Technical approach and methodology(includingsample, stakeholders, tools, techniques etc)	20	Work Plan	10	Resourcing	20	Principal Researcher/Team leader (Qualification + Experience)	10	Team Members (Qualification + Experience)	10	*Desirable- Atleast one person with M.Phil/Ph.D in Social Science/Education/Statistician in whole team and one data analyst ** Mention if survey can be conducted simultaneously in all selected states.		PRESENTATION	20
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		<p>Evaluation Committee on the parameters given in para 13 of Part I above, along with clarifications, if any, considered necessary by the committee.</p> <p>In deciding the final selection of qualified bidder, the technical quality of the proposal will be given a weightage of 75 percent on the basis of criteria for evaluation. The financial bids of only such bidders will be opened who score the qualifying marks and financial bids will be given weightage of 25 percent. The agency with maximum combined score of technical and financial bids will be selected for conducting the activity.</p>
12.		Expected date of commencement of consulting assignment/job: Last week of June, 2023
13.		Location for performance assignment/job: New Delhi and as required by the employer



Section: 2

(Technical Proposal Forms)

8

LETTER OF PROPOSAL SUBMISSION

(Location,
Date)

To,

Member Secretary
National Commission for Protection of Child
Rights, 5th Floor, Chanderlok Building,
36, Janpath,
New Delhi -110001.

We the undersigned offer to provide the Consultancy assignment/job for “**Study to Review the Fee Regulatory Mechanism in States/UTs**” 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 statements 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 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 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.

FORM TECH –3

TEAM COMPOSITION AND TASK ASSIGNMENT/ JOBS

Professional Staff

Sr. No.	Name of Staff	Area of Expertise	Post/Task Assigned for this job



FORM TECH -4

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 this 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]:



WORK SCHEDULE

S. No.	Activity Months				Total Months
	1	2	3	4	
1					
2					
3					
4					
5					
6					

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.

8

**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:



Section: 3

(Financial Proposal Forms)



FORM FIN – 1

Financial Proposal Submission Form

[Location, Date]

To,

Member Secretary,
National Commission for Protection of Child Rights,
5th Floor, Chanderlok Building,
36, Janpath,
New Delhi -110001.

We, the undersigned, offer to provide the consultancy assignment/ job for **Study to Review the Fee Regulatory Mechanism in States/UTs.**

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 MoU 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:



FORM FIN – 2

Summary of Costs

Sr. No.	Particulars	Amount in Indian Rupees (In words)
1	Remuneration	
2	Activity wise budget	
3	Miscellaneous expenses	
4	Taxes and Duties	
5	Total	

Authorized Signature:

Name:

Designation:

Name of firm/entity:

Address:



Section: 4

(Terms of Reference)

6

Terms of Reference (ToR)

A. Background & Rationale

The RTE Act, 2009 prohibits any kind of discrimination, physical and mental harassment of children in schools. However, the Commission has been regularly receiving numerous complaints/representations from parents/parents' organizations from across the country regarding the issue directly or indirectly linked to fees charged by the private schools. These complaints/representations include issues such as discontinuation of education; schools charging hiked fees without following adequate procedure; harassing children in classroom; punishing children and not letting them sit in classroom; striking off name of the children etc. One of the major reasons for such actions by schools is non-payment of fees by parents.

To address this issue, NCPCR developed a model framework for fee regulation of unaided private schools. The framework was developed after examining the fee regulatory guidelines/laws/acts adopted by different States and was aimed to provide a preventive strategy against physical, mental and emotional harassment of children in schools resulting from mutual dispute between school and parents on fees related issues. However, given the nature of representations received in the Commission, even during lockdown, it has been observed that even if the States/UTs have formulated Fee Regulatory Mechanism or have issued any rules/notifications, more needs to be done for implementing these more effectively.

Therefore, a study to review the fee regulatory mechanism in States/UTs; examine the role and functions of fee regulatory authorities; and steps taken by them in regulating fees in private schools is being carried out. This shall not only help in addressing the fee related issues, but more importantly shall help mitigate the impact of fee related disputes between school and parents, on children, their education and mental health.

B. Role of NCPCR

NCPCR is a statutory body constituted under the CPCR Act, 2005 and mandated to take all necessary steps for protection of child rights and enable children to enjoy their rights in a safe and favourable environment. As per section 13 (1) (a) of CPCR Act, 2005, NCPCR shall examine and review the safeguards provided by or under any law for the time being in force for the protection of child rights and recommend measures for their effective implementation. Also, section 13 (1) (j) of the Act, NCPCR is responsible to take cognizance of any incident pertaining to violation of child rights. Further, the Commission is the monitoring authority under section 31 of the RTE Act, 2009. Therefore, NCPCR is responsible to ensure that children are not discriminated against on any basis and all children should be able to complete their elementary education. As per section 17 of the RTE Act, 2009, corporal punishment that includes physical and mental harassment are prohibited in the school. Also, section 75 of the JJ Act, 2015

specifically states that- *Whoever, having the actual charge of, or control over, a child, assaults, abandons, abuses, exposes or wilfully neglects the child or causes or procures the child to be assaulted, abandoned, abused, exposed or neglected in a manner likely to cause such child unnecessary mental or physical suffering, shall be punishable with imprisonment for a term which may extend to three years or with fine of one lakh rupees or with both.* The monitoring of JJ Act, 2015 is also the responsibility of NCPCR.

Given these mandates and in view of numerous such incidents where school authorities allegedly harass children due to disputes with parents regarding fees, NCPCR is undertaking the study on fee regulatory mechanisms for private schools followed by States/UTs.

C. Aim and Objectives of the Study

The aim of carrying out the study is to highlight the significance of an effective fee regulatory mechanism for implementation by the State/UT Government so that children are not discriminated, neglected, harassed by the school authorities for any fee related dispute between school and parents. In particular the objectives of the study are-

- To study and review the fee regulatory mechanisms followed by all States/UTs.
- To examine the guidelines and notifications issued by States/UTs on regulation of Fee in Private Schools.
- Review the roles and functions of the fee regulatory authority constituted by the State/UT.
- To analyse whether the mechanisms are in consonance with existing Acts/Laws.
- To identify the good practices followed by States/UTs to regulate the fees in unaided private schools.
- To examine the effectiveness of regulatory mechanisms in selected five States/UTs, one from each of the five Zones.

D. Methodology and tasks involved

The study consists of two parts. First is the desk review of fee regulatory mechanisms followed by all States/UTs. Thereafter, five States/UTs (one from each Zone) shall be selected for the field study to understand the implementation of these mechanisms.

The **tasks** to be undertaken for achieving the objectives of the study include, but not limited to-

- a) Collecting information from all States/UTs regarding the fee regulatory mechanism followed by all States/UTs.
- b) Desk review of fee regulatory mechanisms followed by all States/UTs and examine the guidelines and notifications received from the States/UTs on regulation of Fee in Private Schools.
- c) Developing questionnaires for visits to States/UTs
- d) Conducting interviews with different Authorities
- e) Findings based on Data analysis and interpretation

- f) Report writing including recommendations based on the findings
- g) Reports will be prepared in two languages (Hindi & English) both.

E. What will the report include?

The comprehensive reports (English & Hindi) shall be consisting of-

- Review of the fee regulatory mechanisms of all States/UTs and analysis of the mechanisms w.r.t. existing Laws and Acts.
- Findings based on the field work regarding effectiveness of mechanism.
- Good practices followed by State(s)/UT(s), if any.
- Recommendations based on the findings.

F. Schedule:

The Data analyses and interpretation shall follow up to come out with district-wise, state-wise and national comprehensive report (Hindi & English) with recommendations. The entire process to be completed within three (3) months from the date of signing of the Agreement.

G. Outcome:

A comprehensive report (Both the languages Hindi & English) shall include detailed findings and recommendations based on the analysis.

H. Review by NCPCR:

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.

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

The National Commission for Protection of Child Rights (NCPCR) through its Member Secretary will be the Client. The Client will provide to the Consultant Commissions for Protection of Child Rights Act, 2005, Right of Children to Free and Compulsory Education Act, 2009 and other documents relevant for the study (if required by the Consultant).



Section: 5

(Other Terms and Conditions)

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a checkmark-like stroke.

1. The NCPCR 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 NCPCR is not bound to accept the lowest bidder or to assign any reason for non-acceptance. The NCPCR reserves its right to accept the bid in part or in full. Conditional bids will be rejected outright.
3. The NCPCR reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder(s).
4. The NCPCR reserves the right to withdraw/cancel the bid document at any stage.
5. All plans, designs, data collected, reports and other documents and software related to the study shall become and remain the property of NCPCR and the consultant shall, upon termination or expiration of this MoU, deliver all such documents and software to the Commission, together with a detailed inventory thereof. The consultant shall not use it for any purpose without written permission from NCPCR.

6. Termination by default

The NCPCR 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 MoU, without thereby incurring any liability to affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for NCPCR's action.

7. Arbitration

In the event of any dispute or difference what so ever arising during the period of engagement, the same shall be referred to a sole arbitrator appointed by NCPCR, New Delhi. The Arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The Seat and Venue of Arbitration shall be New Delhi. The proceedings shall be undertaken in English. The Arbitration Award shall be final and binding on the parties.

8. Indemnification Clause

That the selected agency shall keep NCPCR 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.

9. Jurisdiction

The MoU 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 MoU.

10. Validity of the MoU

The MoU shall remain valid with effect from date of award of the MoU till the acceptance of final reports in (hindi and english) of the study.

11. Force majeure

- i. For the purpose of this MoU, "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 is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this MoU, 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 MoU 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.

12 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.

13. Amendments

Any amendment, during the tenure of the MoU, shall take effect only after mutual discussion and agreement and shall be in writing.

14 Severability

Each of the provision of the MoU, are servable and distinct from the others and if any time one or more such provisions become invalid, illegal, or unenforceable, the validity, legality, enforceability of the remaining provisions of the MoU shall not in any way be affected or impaired thereby.



15 Notices

All notices to be given in writing by either party shall be delivered by hand or sent by registered speed post to the respective party's address mentioned under:

NCPCR	CONSULTANT
Member Secretary National Commission for Protection of Child Rights, 5 th Floor, Chanderlok Building, 36, Janpath, New Delhi -110001	

16. Terms of Payment

The terms of payment will be discussed and to be finalized on mutual agreement between NCPCR and the selected agency.

***** END OF THE DOCUMENT *****

