



भारतसरकार  
GOVERNMENT OF INDIA  
राष्ट्रीयबालअधिकारसंरक्षणआयोग  
NATIONAL COMMISSION FOR PROTECTION OF CHILD RIGHTS  
नईदिल्ली- ११०००१  
NEW DELHI-110001



## REQUEST FOR PROPOSALS Cover letter

F.No. 25015/35/22-23/NCP CR/RTE

Dated: 24.11.2022

**Request for proposals from interested agencies to conduct a study to assess the implementation of duties of teachers and redressal of grievances; Pupil-Teacher Ratio and implementation of section 28 that prohibits teachers from taking private tuition.**

The National Commission for Protection of Child Rights (NCP CR), 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](http://www.ncpcr.gov.in) or <https://eprocure.gov.in/epublishlapp>.

Eligible organizations may submit their Proposals, along with all the supporting documents by Post, Courier or byHand.

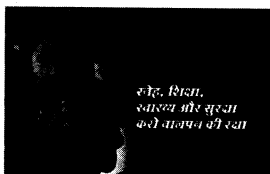
The Technical and Financial Proposals must be in separate envelopes and both the envelopes must be properly sealed and be kept in one bigger envelope. The original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Activity. The outer envelope of the Financial Proposal shall bear the submission address and above reference number clearly marked "DO NOT OPEN BEFORE TIME".

The last date for receipt of Technical and Financial Proposals by the Commission is **16.12.2022 by 5:00 pm** (at NCP CR office) and it should be addressed to **Member Secretary, National Commission for Protection of Child Rights (NCP CR), 5th Floor, Chanderlok Building, 36-Janpath, New Delhi, 110001.**

The NCP CR reserves the right to accept or reject any or all the offers without assigning any reasons thereof.

Yoursfaithfully,

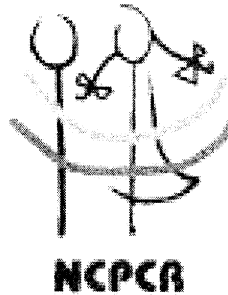
(G.Suresh)  
Assistant Director



5वा तल, चन्द्रलोकबिल्डिंग, ३६जनपथ, नई दिल्ली-११०००१  
5<sup>th</sup> Floor, Chanderlok Building, 36 Janpath, New Delhi-110001  
दूरभाष/Ph:011-23478200,फैक्स /Fax:011-23724026  
Web: [www.ncpcr.gov.in](http://www.ncpcr.gov.in), Lodge your complaint at :[www.ebaalnidan.nic.in](http://www.ebaalnidan.nic.in)

# **Request for Proposal**

**To conduct a study to assess the implementation of duties of teachers and redressal of grievances; Pupil-Teacher Ratio and implementation of Section 28 that prohibits teachers from taking private tuition.**



**Govt. of India  
National Commission for Protection of Child Rights  
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110001  
Tel: +91-11-23478231,23478228 Fax: +91-11-23724026  
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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.

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**Section: 1**

**(Instructions to Consultants)**

8

## 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 assess the implementation of duties of teachers and redressal of grievances; Pupil-Teacher Ratio and implementation of section 28 that prohibits teachers from taking private tuitions"** in 5 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 zones as the following:

S.No.	Zone	States/Uts
1.	North	Jammu & Kashmir, Ladakh, Punjab, Haryana, Himachal



		Pradesh, Uttrakhand, Uttar Pradesh, Delhi, Chandigarh.
2.	<b>South</b>	Karnataka, Kerala, Andhra Pradesh, Tamil Nadu, Telangana, Puducherry.
3.	<b>East-</b>	Andaman & Nicobar Island, Jharkhand, Bihar, West Bengal, Odisha, Chhatisgarh.
4.	<b>West-</b>	Gujarat, Rajasthan, Madhya Pradesh, Maharashtra, Goa, Daman & Diu.
5.	<b>North East-</b>	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura and Sikkim

- 2.1 The agency is broadly expected to conduct: a Study to assess the implementation of duties of teachers and redressal of grievances; Pupil-Teacher Ratio and implementation of section 28 that prohibits teachers from taking private tuition atleast in five States, one State from each of the five zones i.e. North, South, East, West and North East.
- 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 short listed 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 interests 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 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 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:**

- 6.1 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.
- 6.2 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/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.
- 6.3 The bid security shall be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks or payment online in an acceptable form, safeguarding the purchasers' interest in all respects. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.
- 6.4 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.
- 6.5 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.

