



NATIONAL COMMISSION FOR PROTECTION OF CHILD RIGHTS  
5<sup>th</sup> Floor, Chandernagore Building, 36 Janpath,  
New Delhi-110001



F. No. 2801/42/2023-24/Media/NCPCR  
Dated 13/04/2023

CORRIGENDUM FOR DUE DATE EXTENSION

**Subject: Corrigendum for Request for Proposal (RFP) – To develop IEC materials for creating awareness on The Prohibition of Child Marriage Act, 2006.**

The date and time of submission of proposals have been extended till 21/04/2023 up to 5:00pm. The expected period of commencement of consulting assignment/job of the RFP may be read as –

- Technical Proposals will open on 28<sup>th</sup> April,2023
- Financial Proposals will open on 8<sup>th</sup> May,2023

The other terms & conditions of the Request of Proposals (RFP) will remain the same as before.

Yours faithfully

(G.Suresh)

Assistant Director





## NATIONAL COMMISSION FOR PROTECTION OF CHILD RIGHTS



F. No. 2801/42/2023-24/Media-NCPCR

Date: 31/03/2023

### REQUEST FOR PROPOSAL

#### Request for proposal to develop IEC material for creating Awareness on The Prohibition of Child Marriage Act, 2006.

The National Commission for Protection of Child Rights (NCPCR), a Statutory autonomous Body Ministry of Women and Child Development, Government of India, constituted under Section 3 of 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 in developing IEC material for creating awareness. 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)

Eligible Agencies may submit their Proposal to develop IEC material for creating awareness on The Prohibition of Child Marriage Act, 2006, 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 and clearly marked "DO NOT OPEN BEFORE TIME".

The last date for receipt of Technical and Financial Proposals by the Commission is 13/04/2023 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 NCPCR reserves the right to accept or reject any or all the offers without assigning any reasons thereof.

Yours faithfully,

Sd/-  
Senior Consultant, NCPCR

## **Request for Proposal**

**To develop IEC Material Creating Awareness on  
the Prohibition of Child Marriage Act, 2006.**



**National Commission for Protection of Child Rights,  
Govt. of India**

5th Floor, Chanderlok Building, 36 Janpath, New Delhi 110001, New Delhi,  
110001 Tel: +91-11-23478200, 23478250

**Government of India**  
**National Commission for Protection of Child Rights**

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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, 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 by the NCPCR, to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested parties/Agencies 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 in this RFP 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 NCPCR, does not accept liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant up on 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 or the Commission 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 associations of person who have been short-listed 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 used to reflect 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 all information needed to prepare their proposals.
- (h) “LOI” means the Letter of Intent 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 and 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

National Commission for Protection of Child Rights (NCPCR) is a statutory autonomous body of the Ministry of Women and Child Development, Govt. of India. The National Commission for Protection of Child Rights (NCPCR) was set up in March 2007 under Section 3 of the Commissions for Protection of Child Rights (CPCR) Act 2005. The Commission's mandate is to ensure that all Laws, Policies, Programmes and Administrative Mechanisms are in consonance with the child rights perspective as enshrined in the Constitution of India and also the United Nations Convention on the Rights of the Child (UNCRC).

The National Commission for Protection of Child Rights wishes to engage services of the agencies/organizations to **Develop IEC material for creating awareness on The Prohibition of Child Marriage Act, 2006** , to be published on social media accounts of NCPCR.

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 given in the Part II of Instructions to Consultants. The Proposal will be the basis of MoU negotiations and ultimately for a signed MoU with the selected Consultant.

Consultants should familiarize themselves with local conditions and take them into consideration 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 Employers '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. Scope of Work**

The Scope of Work would include:

- Content development should be exclusively designed for modern social media ecosystem.
- Designing and ensuring the materials friendly to virtual spaces – social Media, WhatsApp etc.
- Materials to be developed in two languages- Hindi, English on various aspects of public awareness for various events, for releases of advertisement, for social media etc.

### **4. 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, not later than 10 days before the last date of submission, 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 the same through its website. The addendum shall be binding on all Consultants. Consultants shall acknowledge the receipt of all such amendments. To provide the Consultant reasonable time in which to take an amendment into consideration in their proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of proposal.

### **5. 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:

- 5.1 **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.
- 5.2 **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.
- 5.3 **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 this 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 MoU.
- 5.4 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 the aforesaid situations and if the Employer comes to know about any such situation at any time, it may lead to disqualification of the Consultant during bidding process or the termination of its MoU during execution of the assignment.

## **6. Unfair Advantage**

If a short-listed 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 aforestated 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.

## **7. Proposal**

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.

## **8. 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 may submit new staff replacement, which would be considered in the final evaluation for award of the agreement as per 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**

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 note that the proposals not fulfilling the technical, security and other requirements shall be deemed as technically & non-responsive would be out-rightly rejected.

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 (c) 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) Information relating to “Conflict of Interest” should be furnished in Form TECH-5 of Section 2.
- c) List of Projects/Work undertaken in the past as per the criteria given in Instruction to Consultants (Part II Data Sheet).

**The Technical Proposal** shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

**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 payable at New Delhi for the period of MoU with 60 days claim period beyond the completion of all obligations of the MoU. The Bank Guarantee must be submitted after award of assignment as per the 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 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 Technical and Financial Proposals 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 authorized 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". 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 be sealed. This outer envelope shall bear the submission address and reference number clearly marked "DO NOT 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 through post/in-person/speed post/courier to the addressee** indicated in the Data Sheet and received by the Employer prior to 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 not be included in the evaluation and returned unopened.

## **14. Proposal Evaluation**

From the time the proposals are opened to the time the assignment is awarded, the Consultants should not contact the Employer on any matter related to its 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 an 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 9 and 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 qualification of the Consultant and 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 11 of part II of Section 1. The Consultants would give a presentation before the Evaluation Committee on the parameters given in Clause 9 and 10 of part II of Section 1, along with clarifications, if any, if considered necessary by the committee. For deciding the final selection of qualified bidder, the technical quality of the proposal will be given a weightage of 70 percent on the basis of criteria for evaluation. The financial bids of only such bidders will be opened for those who score the qualifying marks and financial bids will be given weightage of 30 percent. The Consultant 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**

Negotiations, if considered necessary, shall be held only with the Consultant who shall be selected bidder after evaluation of the 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 negotiation shall result to an increase in the price. 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.

#### **16. Award of Assignment as per (MoU)**

After completing negotiations, the Employer shall issue a Letter of Intent (LOI) 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 have 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.

## **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**

Payment shall be made after completion and acceptance of the material by the Commission.

## **20. For agencies applying in Consortium**

Consultants bidding as a Consortium must enter 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.

**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 contract. 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)**

- 1. Name of the Employer:** National Commission for Protection of Child Rights, Government of India.
- 2. Name of the Assignment/Job:** To Develop IEC Material for Creating Awareness on Child Marriage Act.
- 3. Last date, time and address for submission of proposal:** within 21 days of date of publishing this RFP on NCPCR's website.

To,

The Member Secretary  
National Commission for Protection of Child Rights,  
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. The formats of the Technical & Financial Proposals to be submitted are:**
  - a) Form Tech 1: Letter of Proposal submission
  - b) Form Tech 2 : Approach, Methodology and Work Plan
  - c) Form Tech 3 : Team Composition
  - d) Form Tech 4 : Curriculum Vitae
  - e) Form Tech 5: Information regarding any conflicting activities and declaration thereof.
  - f) Form Fin 1: Financial Proposal Submission Form
  - g) Form Fin 2: Summary of Costs
- 6. Consultant should state the cost in Indian Rupees.**
- 7. If the submission is made in print form, the Consultant must submit hard copy of the Technical proposal and one soft copy (in a non-writable CD) of the Technical Proposal, and the original of the Financial Submission Form. The sample of work done for print creatives, should also be included in the Technical proposal.**
- 8. 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.

**9. EVALUATION OF BIDS**

The Bidders shall be short-listed after the evaluation of their Technical Bids. Financial bids of only such short-listed bidders will be opened. Evaluation shall be done by a committee

constituted for evaluation by the NCPCR based on the below given criteria – (out of 60 points)

- a) DAVP empanelled agency-10 points
- b) Experience of developing video and print creative material-20 points
- c) Experience of working with Ministries/Government Organisation at National Level-10 points
- d) Relevant experience of developing material on child related themes- 10 points
- e) Sample of work done- five creative(s) and two videos- 10 points

**10. Documents required-**

- i. Point-wise information and samples on above criteria.
- ii. Audited and/or certifies financial statements for the last three year.
- iii. Proof of empanelment with DAVP.

**11. 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. 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 for those who score the qualifying marks and financial bids will be given weightage of 25 percent. The Consultant 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.

**12.** Expected period of commencement of consulting Assignment/Job: Second week of April, 2023

**13.** Location for performance Assignment/Job: New Delhi

**14.** Clarification - Any request for clarification must be sent in writing or E-mail to the Employer's address indicated in the clause 3 above of Part II Data Sheet, not later than 10 days before the last date of submission.

**15.** Pre-Bid Meeting- If required a Pre-Bid Meeting would be held through online mode to clarify queries, if any, regarding the RFP. The same would be intimated atleast 24 hours before the meeting.

**16.** Relaxation may be granted on eligibility criteria to the firms/agencies registered under Start up India Initiative as per GOI notification No.F.20/2/2014-PPD (Pt.) dated 25<sup>th</sup> July, 2016 by the Ministry of Finance, Department of Expenditure and Procurement Policy Division.



**Section: 2**  
**(Technical Proposal Forms)**

LETTER OF PROPOSAL SUBMISSION

Location:

Date:

To,

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

Respected Madam,

We the undersigned, offer to provide the Consultancy Assignment/Job *To Develop IEC Material for Creating Awareness on Child Marriage Act* in accordance with your Request for Proposal (RFP). We are hereby submitting our proposal, which includes the Technical Proposal along with requisite documents and a Financial Proposal in separate sealed 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:

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**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
  - 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 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, 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**

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

**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]:

**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. Certified information given below is 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 onus.

Authorized Signature [in full and initials]:

Name of Title of Signatory:

Name of Consultant (Agency):

Address:

## **Section: 3**



# (Financial Submission Forms)

FORM FIN –1

[Location, Date]

To,

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

Respected Madam,

We, the undersigned, offer to provide the consultancy Assignment/Job *To Develop IEC Mterial for Creating Awareness on Child Marriage Act.*

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:

**Section: 4**  
**(Terms of Reference)**

# Terms of Reference (ToR)

The background and details of Terms of Reference for: **To Develop IEC Material for Creating Awareness on Child Marriage Act.**

## **Role of NCPCR**

The National Commission for Protection of Child Rights (NCPCR), a statutory autonomous body constituted u/s 3 of CPCRA Act, 2005 is responsible for ensuring that all children enjoy their rights provided under different legislations. Specifically, NCPCR has been mandated with the responsibility of monitoring the implementation of legislations relating to child rights such as RTE Act, 2009 (u/s 31); Juvenile Justice Act, 2015 (u/s/109); and POCSO Act, 2012 (u/s 44). Section 13 of the CPCRA Act, 2005 has also enlisted various functions of NCPCR. The underlying objective is to ensure that not only the legal and constitutional rights of children are protected but also ensure through monitoring that the children are learning in a safe environment.

### **A. Objective:**

The objective is to develop suitable material for creating awareness on various Sections of the Act.

### **A. Task:**

- Content development
- Designing and ensuring the materials friendly to virtual spaces – social media, WhatsApp etc.
- Materials to be developed in two languages – Hindi and English

### **B. Schedule:**

The entire process is to be completed within **One month** from the date of signing of the MoU.

### **C. 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.

### **D. 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 relevant documents such as Commissions for Protection of Child Rights Act, 2005, The Prohibition of Child Marriage Act, 2006, and other relevant documents.

**Section: 5**  
**(Other Terms and Conditions)**

1. The NCPCR reserves the right to not accept bid(s) from Consultant 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 assign any reason for non-acceptance. Conditional bids will be rejected outright.
3. The NCPCR reserves the right to summarily reject an offer received from any Consultant without any intimation to the bidder(s).
4. The NCPCR reserves the right to withdraw/cancel the bid document at any stage.

**5. Termination by default**

The NCPCR reserves the right to accept or reject any proposal, 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.

**6. Arbitration**

In case of any dispute, NCPCR may appoint a sole arbitrator, which would be accepted by the Consultant. The decision of the arbitrator would be final and binding on both the parties. The jurisdiction of the court would be New Delhi.

**7. Indemnification Clause**

That the selected Consultant 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 Consultant or otherwise.

**8. 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 the MoU. Disputes arises Case will be subject to and settled in Delhi Court, if required.

**9. Validity of MoU**

The entire process is required to be completed within “**ONE MONTH**” from the date of signing of the MoU. The MoU shall remain valid with effect from the date of award of the assignment as per MoU till the acceptance of the work developed.

**10. 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 agreement, to 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 immediately 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 immediately..

**11. Penalty**

Consultant shall 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. Amendments**

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

**13. 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.

**14. 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:

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

**15. Terms of Payment**

The terms of payment will be mutually decided by the Consultant and NCPCR at the time of MoU.

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