

REQUEST FOR PROPOSAL (RFP)

FOR

CONDUCTING THIRD PARTY AUDIT OF NCW-TISS PROJECT

ON

VIOLENCE FREE HOMES – A WOMAN’S RIGHT (SPECIAL CELL FOR WOMEN)

IN EIGHT STATES/UT



PLACE OF OPENING OF BIDS:

NATIONAL COMMISSION FOR WOMEN,
PLOT NO: 21, JASOLA INSTITUTIONAL AREA,
NEW DELHI - 110025.

ADDRESS FOR COMMUNICATION:

NATIONAL COMMISSION FOR WOMEN
PLOT NO: 21, JASOLA INSTITUTIONAL AREA,
NEW DELHI - 110025.
PHONE NO.011-26944805
EMAIL: sro-ncw@nic.in

TENDER NOTICE

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FOR
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ON
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IN EIGHT STATES/UT

NATIONAL COMMISSION FOR WOMEN
PLOT NO: 21, JASOLA INSTITUTIONAL AREA
NEW DELHI-110025

**NATIONAL COMMISSION FOR WOMEN
GOVERNMENT OF INDIA
NEW DELHI**

F.No.14/2/2020/NCW(WSC)

Services of reputed agency is required for conducting Third Party Audit of NCW-TISS project on violence free Homes-A woman's Right(special cell for women). The TPA is to be conducted for improving the Quality of Services (QoS) rendered and to determine the impact of the project.

A. Who can apply?

- i. The Applicant shall be an educational institute of repute either (1) listed as Institute of National Importance on website of Department of Higher Education, Government of India OR (2) Teaching Institute having A++/A+ accreditation by NAAC (National Assessment and Accreditation Council) OR (3) Administrative Training Institute of State Government or Government of India having prior experience of conducting survey research.
- ii. The Applicant should have experience of conducting survey research and at least two survey researches should have been completed to the satisfaction of the Commissioning Agency and published. Reports should be available in public domain or copy should have been submitted to Government/International Agency.
- iii. The Educational Institute should be in existence and functional for at least 5 (five) years at the time of submitting the proposal. In case of teaching Institutes having NAAC A++/A+ accreditation, the accreditation should be valid in current year, as available on NAAC website. Incorporation/ registration/ accreditation certificate should be furnished.
- iv. The Applicant should have PAN under Income Tax Act and GST Number under Goods and Service Tax Act.
- v. The Applicant should not have been blacklisted by any State government, central government or any other public sector undertaking or a corporation as on the date of RFP. The Applicants that are in litigation with department/ any other public sector undertaking or a corporation of State Government or Central Government will not be eligible for this tendering process. An undertaking to this effect should be submitted.
- vi. Proposals without abovementioned documents will be treated as ineligible.

B. How to Apply


Detailed RFP Document along with the scope of Services and other Pre-requisites can be downloaded from the Commission's Website <http://ncw.nic.in> and CPP Portal <https://eprocure.gov.in/>. The eligible applicants may submit their proposals online at CPP Portal <https://eprocure.gov.in/>.

Key information/Date and Time Scheduled

S.NO	DESCRIPTION	IMPORTANT INFORMATION
1.	Date of issue of notification	09.05.2022
2.	Starting of downloading of e-tender	09.05.2022
3.	Last date for seeking clarification on RFP	23.05.2022 at 5 PM by sending email to sro-ncw@nic.in
4.	Date, Time, Venue For Pre-Proposal Submission Meeting	25.05.2022 AT 4 PM Conference Hall, National Commission for Women Institutes interested in pre-proposal meeting through VC may send request to sro-ncw@nic.in till 5 pm previous day
5.	Proposal Submission Start Date/Time	25.05.2022 AT 5PM
6.	Proposal Submission End Date/Time	10.06.2022 AT 5PM
7.	Date/Time Of Opening Of Technical Proposal	14.06.2022 AT 11 AM (if possible)
8.	Date/Time Of Opening Of Financial Proposal	Will be intimated to qualified applicants separately

- C. The validity of RFP will be for one year from the date of publication
- D. All amendments, time extension, clarifications etc. will be uploaded on the website only and will not be published in newspaper. The applicant agency should regularly visit the website <http://ncw.nic.in> and CPP Portal <https://eprocure.gov.in/> to keep them updated.
- E. **Application Fee:**

The bidder shall pay a non-refundable application fee of Rs.100/- in the form of Demand Draft drawn in favour of “**PAO, National Commission for Women**”, payable at New Delhi.


6/5/2022
Pradeep Kumar
Deputy Secretary
National Commission For Women
Phone no.011-26944803
Email: pradeep.kr67@nic.in

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) are subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the National Commission for Women or any of its authorized officer or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the National Commission for Women to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the National Commission for Women in relation to the Program. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the National Commission for Women, its authorized officer or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The National Commission for Women accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The National Commission for Women, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort or principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The National Commission for Women also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The National Commission for Women may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the National Commission for Women is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Program and the National Commission for Women reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the National Commission for Women or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the National Commission for Women shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. BACKGROUND OF THE PROJECT

The National Commission for Women and Tata Institute of Social Sciences (TISS), Mumbai- in particular the Resource Center for Intervention on Violence Against Women (RCI-VAW) under the Center for Women- Centered Social Work, have been working in collaboration for the implementation of the ‘Violence Free Homes- A Women’s Right’ Project. Under the project the Special cells with trained social workers within police stations provide psycho-socio-legal services and serve as nodal point for women facing violence. The location of special cells within police stations helps them gain legitimacy and increase the accessibility for women to better coordinate the police response to violence. The special cells address victim’s immediate needs in crisis and work with a woman to empower her to take action and protect herself from violence in future, they also provide necessary referral for other services.

The project, in Delhi, which has been supported by the National Commission for women since 2008-2009, was initiated with the social service unit located at Special Police Unit for Women and Children (SPUWAC) Head quartered at Malviya Nagar New Delhi. The project was started to empower women and make available to women survivors of violence in both private and public life, with the necessary assistance.

The Commission with the view to expand this project in other states of India invited TISS for submitting a proposal for such expansion. Hence, Memorandum of Understanding was signed between National Commission for Women and the TISS on 23.12.2015, for the RCI-VAW to demonstrate the Special Cells for women approach through pilot units in 22 districts in 7 other States(Bihar, Assam, Meghalaya, Punjab, Madhya Pradesh, Odisha and Tamil Nadu)

As per MoU, the objective of this collaboration has been to leverage successful demonstration of the approach on-ground towards joint advocacy (i.e. with NCW support) efforts aimed at respective State Government, towards institutionalization as a regular administrative measure (i.e. State funded & administered programme/ scheme). The project entailed placement of trained Social Workers providing quality psycho, socio and legal services for violence affected women.

In its commitment to work on the issue of violence against women, Special cell were established with the coordination of the department of Police, Department of Home of the State in phase manner as detailed below:

Sr. No.	State	Districts	Commencement of service
1	Delhi	All 14 Districts + 1 Head quarters	Dec 2015

2	Assam	1.Guwahati	July 2016
3	Meghalaya	1.Shillong	July 2016
4	Bihar	1. Kishanganj 2. Gaya 3. East Champaran (Motihari) 4. Darbhanga 5. Bhagalpur	June 2016
5	Madhya Pradesh	1.Indore 2. Bhopal 3. Gwalior 4. Sagar 5. Jabalpur	December 2016
6	Punjab	1.S.A.S. Nagar (Mohali) 2. Amritsar 3. Ludhiana	October 2016
7	Odisha	1.Balasore 2.Rourkela (Dist. Sundergarh)	March 2018
8	Tamil Nadu	1.Greater Chennai 2.Salem City 3.Madurai City 4.Tirunaveli City 5.Villupuram district	June 2018

1.1. The objective of this programme is to:

- 1.1.1 Rebuild violated woman's self esteem, self worth and dignity
- 1.1.2 Offering the violated woman immediate services, based on her needs, such as carrying out counseling, arranging for shelter or medical aid, providing information on laws and her rights, harnessing police support
- 1.1.3 Creating awareness in the community on the issue of violence against women

1.2. Role of NCW

- 1.2.1. Guide and advise the project;
- 1.2.2. Facilitate the adoption and taking over of the Special Cells on completion of the project by the State Government in collaboration with the concerned departments of the Government;
- 1.2.3. Provide funds for execution of the project;
- 1.2.4. Providing help in institutionalization of the Cells.

National Commission for Women has now decided to conduct the Third Party Audit of the aforementioned special cells to assess about their functioning and to enhance the level/Quality of Services being provided through them.

2. SCOPE OF WORK

Under the project period the total clients with whom interaction/intervention made in Seven states (**Assam, Bihar, Tamilnadu, Madhya Pradesh, Punjab, Odisha , Meghalaya**) is **21965** (Assam (888)/ Bihar (5494)/ Tamilnadu (2165)/ Madhya Pradesh (9667)/ Punjab (2274)/ Odisha (1015)/ Meghalaya(462) and in **Delhi the total interaction/intervention made were 25687.**

The project has been institutionalized in some states while in other it has been discontinued. In order to decide as to the effectiveness of this project, an Audit of the project is required.

2.1. Survey methodology

Survey methodology should be based on the data of beneficiaries and officials of special cell units to be provided by National commission for women. Five states(Madhya Pradesh, Punjab, Odisha, Meghalaya ,Tamilnadu) data will be provided by National Commission for women at its New Delhi office .In three states (Delhi, Bihar, Assam) the Violence free Homes special cell units are taken over by the respective state governments and access to Data will be provided through the supervising officials which will be facilitated by NCW. Systematic sampling technique may be used for data collection and its analysis. The survey questionnaire both structured and unstructured should be prepared to capture data and responses.

The Agency/ University/College have to contact at least Ten percent(10%) of the beneficiaries covered in respective state over phone/ email/ whatsapp etc. and shall take feedback/ comments on a designed questionnaire which may cover the profile of the beneficiaries approaching the special cell, the nature and details of violence, the type of intervention carried out, the outcome and overall impact of intervention .The recording of the call transcripts / Email/ whatsapp communication in English language to be maintained as records and to be submitted along with draft report. In case of non-responding of the call by any of the beneficiary, the Applicant Agency/ University/College shall make at least three attempts for reaching to the beneficiary.

The Agency/ University/College have to contact at least Ten percent (10%) of the beneficiaries (other than the one contacted in telephonic mode) covered in respective state separately in physical mode also and shall take feedback/ comments on a designed questionnaire.

The Agency/ University/College have to survey all social workers and police officers in respective state who were associated with the special cell during the project period. In case any social worker/police officer is not reachable at least three attempts must be made to contact them.

The Agency shall analyze the data and submit compiled Audited Report of the project. The data collected by the Agency/ University/College must be used only for the purpose of auditing for the project and the details of all the beneficiaries must remain confidential.

2.2. Deliverables and Payment Milestones: The output will have to be delivered by the agency as per the time frame indicated.

Sr No	Deliverables for Milestone	Payment	Timeline
1	On Completion of Agreement with Agency	The agency will receive 10% of the total contract value upon placement of work order.	Within 15 days of placement of work order
2	Pre- Survey Activities: a. Preparation of list of beneficiaries as per the sampling design. b. Preparation of Questionnaire and testing c. Training Schedule for survey enumerators.	The agency will receive 30% of the total contract value upon completion of pre-survey activities	Within 90 days from the date of placement of work order
3	Data Collection: 1. Soft copies of all questionnaires along with translations of questionnaires in English language. 2. Soft copy of interim report	The agency will receive 30% of the total contract value upon submission of draft report	Within 180 days from the date of placement of work order.
4	Final Audit report in soft and hard copy	The agency will receive 30% of the total contract value upon submission of final report	Within 240 days from the date of placement of work order

2.3. Compliance to Code of Ethics:

2.3.1. Informed consent

- i. providing enough information about potential benefits and risks of harm to permit

- subjects to make informed participation decisions;
- ii. Assuring that the information is understood; and
- iii. The researcher and/or the institution undertaking the audit should incorporate in questionnaire that the legally required information has been communicated to participants.
- iv. Creating an environment that is free from undue influence and coercion.

2.3.2 Providing Enough Information and Assuring Comprehension

- i. A clear statement of the level of confidentiality protection that can be legally and technically assured.
- ii. Planned or anticipated record linkages for research purposes. Explanation to beneficiaries in clear terms that information is being collected for audit purposes and for statistical analysis by researchers. Data will not be used for any legal or enforcement purposes.
- iii. Planned and possible future uses of the data for research purposes.

2.4. Intellectual Property Ownership

The agreement does not transfer to auditor any ownership or proprietary rights in the data or any work or part thereof and all rights, title and any interest in the data and Audit report shall remain solely with the National Commission for Women.

All documents and other information collected in pursuance of work order allotted under this RFP shall remain or become the property of NCW. All information collected, analyzed, processed or in whatever manner provided by the agency to NCW in relation to the services provided shall be the property of NCW. Executive agency may utilize the data collected during the survey for publishing articles/reports/books and other academic reports but while doing so NCW funding should be given due acknowledgement.

3. Evaluation of Proposal

Agency shall be selected under Quality cum Cost Based Selection (QCBS) method and as per the procedure described in this RFP. Criteria for Evaluation of Technical Proposals are as follows:

SI No.	Evaluation Criteria
1	The Institute should have experience of conducting survey research. It should have completed & published at least two such survey research: Maximum Marks 30 a) Two Survey Report published with large sample size: 15

	b) Additional 15 marks for reports that have been published in journal with high impact factor or in book form or have been used in policy making by National/International organization
2	<p>Details of the Project team: Maximum Marks 20</p> <p>a) CV of the team leader: having experience of conducting survey research for more than 10 years and published 1 survey research report: Maximum Marks 15</p> <p>b) Experience of team in survey research: Maximum Marks 5</p>

3.1. Evaluation of Technical Proposals through QCBS

The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals/ Notice Inviting Tender for each applicant. Detailed technical evaluation will be taken up in respect of only those applicants/agencies, who meet with the prescribed minimum qualifying eligibility criteria. The applicants securing minimum 50% marks in technical evaluation shall be considered for opening of financial proposals.

3.2. Evaluation Committee by NCW

The National Commission for Women will constitute an Evaluation Committee for evaluation of Proposal received. The evaluation committee shall evaluate the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria system specified in the RFP. A Proposal shall be rejected if it does not achieve the minimum qualifying eligibility criteria. A Technical Proposal may not be considered for evaluation in any of the following cases: (1) The Applicant Agency that submitted the Proposal was found not to be legally incorporated or established in India; or (2) the Technical Proposal was submitted offline or in the wrong format.

After the technical evaluation is completed, Competent Authority of NCW shall notify the Applicant Agencies whose Proposals did not meet the minimum qualifying technical eligibility criteria or Agencies whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals shall not be downloaded. The Competent Authority, NCW shall simultaneously notify, in writing to the Applicant Agency whose Technical Proposals qualified minimum qualifying technical eligibility criteria, indicating the date, time, and location for opening of Financial Proposals. (Applicant Agency/representative's attendance at the opening of Financial Proposals is optional).

3.3. Public Opening and Evaluation of Financial Proposal

At the public opening of Financial Proposals, Agency representatives who choose to attend will

sign an Attendance Sheet.

The Competent Authority representative will download the financial proposal of each of only qualified technical Proposal. Such representative will read out aloud the name of the Agency and the total price shown in the Agencies Financial Proposal. This information will be recorded in writing by the applicants' representative.

Evaluation of Financial Proposals: The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee and representatives of competent authority, NCW involved in the evaluation process, will not be permitted to seek clarification or additional information from any Agency, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure (1) these are complete; (2) to see if all items of the corresponding Financial Proposal are priced, and (3) If there are computational errors then these will be corrected.

Applicant Agencies' attendance at the opening of Financial Proposals is optional. The financial score will be calculated as follows:

Financial Score of the applicant = (lowest quoted rate among all the applicants ÷ rate quoted by the applicant) x 100.

The composite score for the applicant agency will be calculated with the weight age in the ratio technical: financial as 60:40. That is Composite score = (technical score x 0.6) + (financial score x 0.4)

Sample worked out

Proposals	Technical score (Out of 50)	Financial proposal in lakh	Financial score	50% of Financial score	Total Weightage
P1	45	5	80	40	43
P2	40	4	100	50	44
P3	42.5	4.5	89	44.5	43.3
P4	47.5	5.5	73	36.5	43.1

4. BIDDING PROCESS

4.1. Two-Bid System

The tender will be a **Two-Bids System** i.e., Technical and Financial Bids. The tender should be submitted in two sealed covers.

The first sealed cover should be superscripted as “**Technical Bid**” and should contain:

- a. Proforma conforming to Format-I to Format-IV, duly filled-in.
- b. Bidder profile including previous experience
- c. Acceptance of Tender Terms and Conditions by the Bidder.
- d. Other required documents as mentioned in Form-I to Form-IV.

The second sealed cover should be superscripted as “**Financial Bid**” and should contain: Proforma conforming to Format -V, duly filled in.

Note: The bidder should quote his Service Charges (inclusive of all Statutory Taxes) in Indian Rupees only.

4.2. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

It shall be deemed that by submitting a Bid, the Bidder has:

- a. Made a complete and careful examination of the Bidding Documents;
- b. Received all relevant information requested from the NCW;
- c. Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the NCW relating to any of the matters referred above;
- d. Satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NCW,
- f. Acknowledged that it does not have a Conflict of Interest; and
- g. Agreed to be bound by the undertakings provided by it under and in terms thereof.

The NCW shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

4.3. Bidders General Qualifications:

- a. The Agency /College/University shall be an educational institute of repute either enlisted as Institute of National importance or having atleast A+ National Assesment and Accreditation Council accreditation and should have been in existence for not less than five years. NAAC accreditation should be valid at the time of application. Incorporation/registration/ accreditation certificate should be furnished with application.
- b. The Agency/College/University should have PAN number and GST registration number.
- c. The Agency/College/University should not be black listed by any Government Department/Organization
- d. The bidder should have experience of publishing at least two survey research reports in public domain involving large sample size to the complete satisfaction of sanctioning organization.
- e. Preference will be given to agencies which have research experience and where report has been published in journal or book form or had been used in making public policy.
- f. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.

4.4. Verification and Disqualification

The NCW reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by the NCW, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the NCW shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the NCW there under.

NCW reserves the right to reject any Bid and appropriate the Bid Security if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not provide, within the time specified by the NCW, the supplemental information sought by the NCW for evaluation of the Bid.
- c. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the NCW reserves the right to:
- d. invite the remaining Bidders to submit their Bids in accordance with Clauses or
- e. Take any such measure as may be deemed fit in the sole discretion of the NCW, including annulment of the Bidding Process.

- f. In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the NCW to the Selected Bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire.

4.5. Application fee:

The applicants shall furnish processing fees of Rs. 100.00(Rupees One Hundred Only) in the form of Demand Draft/Pay order , issued by a Scheduled Bank in India drawn in favour of “Pay and Account Officer, National Commission for Women” payable at “New Delhi”. The DD may be sent to National Commission for Women by post and scanned copy of DD may be attached with RFP.

4.6. Evaluation of bids:

The Technical Evaluation Committee (TEC) will evaluate the competence of the agencies to supply requisite services in the required category based on record, profile, and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening.

NCW reserves the right to reject the tender at any time without assigning any reason.

4.7. Award of Contract:

On the acceptance of tender/ bid for awarding the contract, NCW will notify the successful bidders in writing/ web site that their tender/bid has been accepted. The successful bidder will have to sign a Contract Agreement with NCW. After signing of the Contract Agreement with NCW, no variation in or modifications of the term and of the contract shall be made except by written amendment signed by all the parties. Also all the terms and conditions of the tender documents shall be a part of the contract agreement

4.8. Target and Achievement

The work as outlined is to be completed within 240 days from the date of award of work.

5. GENERAL TERMS AND CONDITIONS

5.1. Contract Period & Payment Cycle:

The payment will be released in four installment in the ratio of 10:30:30:30 in the following method as per the deliverable timeline

5.2. Penalty Clause:

During the contract period, either party can terminate the contract by giving one month notice in advance. If the agency fails to give one month notice in writing for termination of contract, any amount due on NCW shall be forfeited.

Any delays from the time schedule to be stipulated by the National Commission for Women for items of work listed in the Scope of work, would invite a penalty of 1% of the annual cost of assignment per week, subject to a ceiling of 10% of the cost of assignment, besides other action for underperformance/undue delays as may be deemed fit by the National Commission for Women.

5.3. Withdrawal/Amendment to RFP:

At any time prior to the last date for receipt of bids, the NCW may for any reason whether on its own initiative or in response to a clarification requested by a prospective Outsourcing Agency modify the RFP document by an amendment. In order to provide prospective outsourcing agency a reasonable time in which to take the amendments into account in preparing their bids. The NCW may at its discretion extend the last date for the receipt of Bids and/ or make other changes in the requirements set out in the invitation to RFP.

NCW reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal without assigning any reasons.

5.4. Rejection of Bid:

The application/bid for Engagement of third party audit Agency is liable to be rejected if:

- a. The application is not submitted in proper sealed cover with superscription as indicated.
- b. The application is not in prescribed format and not containing all required details/documents.
- c. The application is not properly signed.

- d. The application is received after the expiry of due date and time.
- e. Offer is received by telex, fax, telegram or email.

The NCW reserves the right:

- a) To reject any/all applications without assigning any reasons thereof.
- b) To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the NCW and the objective of the scheme without assigning any reasons thereof.
- c) To include any other item in the Scope of Work at any time after consultation.

5.5. Conflict of interest:

The applicants shall not have a conflict of interest. The applicant found to have a conflict of interest as mentioned below are liable to be disqualified.

The selected applicant shall not engage in activities that conflict with the interest of the NCW under the contract and shall be excluded from the continuation of the services under the contract.

5.6. Validity of applications/bid:

The Application Bid shall be valid for a period of 180 days from the last date of submission of applications.

NCW reserves the right that in exceptional circumstances at its own discretion it may ask the applicants to extend the validity of their application for a specified period. The Applicant not submitting the letter of extension of the validity period at that time shall not be further considered.

5.7. Disclaimer

NCW shall not be responsible for late receipt of application for any reason whatsoever. The applications received late will not be considered and will be returned unopened to the applicant.

5.8. Termination:

National Commission for Women may terminate the Contract of the Agency in case of the occurrence of any of the events specified below:

- i. If the Agency becomes insolvent or goes into compulsory liquidation.
- ii. If the Agency, in the judgment of National Commission for Women, has engaged in

- corrupt or fraudulent practices in competing for or in executing this Contract.
- iii. If the Agency submits to National Commission for Women a false statement which has a material effect on the rights, obligations or interests of National Commission for Women.
 - iv. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to National Commission for Women.
 - v. If the Agency fails to provide the quality services as envisaged under this contract, reasons for the same would be recorded in writing.

In such an occurrence National Commission for Women shall give a written advance notice before terminating the Contract of the Agency.

5.9. Force Majeure:

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, not (ii) any event which a diligent Party could reasonable have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

5.10. Amendment of RFP

- i. At any time prior to the Proposal Due Date, the National Commission for Women may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.
- ii. Any Addendum thus issued will be hosted on the website <http://ncw.nic.in> and CPP Portal.
- iii. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, the National Commission for Women may, at its own discretion, extend the Proposal Due Date.

5.11. Pre-proposal Meeting

- i. To clarify and discuss issues with respect to the Project and the RFP, the National Commission for Women may hold Pre-Proposal meeting(s).
- ii. Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the agreement. Bidders must formulate their queries and forward the same to NCW as per the time schedule set out in of this Volume of the RFP Document (“Bidding Schedule”). The NCW may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the RFP.
- iii. Bidders may note that the NCW will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and Unqualified and the Bidders would be deemed to have accepted the terms and Conditions of the RFP with all its contents including the Draft Agreement. Any Conditional Proposal shall be regarded as non responsive and would be liable for rejection.
- iv. The NCW will endeavour to hold the Pre-Proposal meeting as per Bidding Schedule.
- v. Attendance of the Bidders at the Pre-Proposal meeting is not mandatory.
- vi. All correspondence / enquiries should be submitted to the following in writing by fax / registered post / courier: and superscribed.

5.12. Other Important Information

Period of validity of the Tender is 180 days from the closing date of the proposals. The National Commission for Women is however not bound to accept any tender or to assign any reason for non-acceptance. The National Commission for Women reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

The National Commission for Women reserves its right to summarily reject offer received from any Agency on national security considerations, without any intimation to the bidder.

The National Commission for Women reserves the right to place an order for the full or part quantities under any items of work under scope of work.

Agencies submitting proposals will not be permitted to alter or modify their bids after expiry of

the deadline for receipt of bids.

The National Commission for Women reserves its right not to accept bids from agencies resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated by Government Investigating Agencies/Vigilance Cell.

5.13. Clarifications:

Clarification if any may be sought from NCW only through email at sro-ncw@nic.in

5.14. Settlement of disputes:

- a. Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.
- b. Dispute Settlement: Any dispute between the Parties as to matters arising pursuant to this Agreement, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the Arbitration Conciliation Act 1996. For all purposes, the Civil Court, Delhi, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.
- c. **The place of Arbitration shall be at Delhi only.**

**Preparation and Submission of Proposal
Technical Proposal Submission Forms**

Format 1: Covering Letter

To

Deputy Secretary
**National Commission for Women,
Plot No. 21, Jasola Institutional Area,
New Delhi.**

Dear Sir,

We, the undersigned, are interested in conducting Third Party Audit of NCW-TISS project on violence free Homes-A woman's Right(special cell for women) in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal.

We hereby declare that we have read the RFP, and abide by the same. [In case of any declaration, reference to concerned document attached must be made]. We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Format 2: Organization /College/Institution Details

Organization/ College/ Institution Name:	
1. Status / Constitution of the Organization: 2. Type of Affiliation / Declared by act of Parliament: 3. Accreditation Grade by NAAC 4. Accreditation valid upto	

For and on behalf of: (Organization College/Institution) Signature:

Name:

Designation:

(Authorized Representative and Signatory)

Note: Please provide copy of the registration/ incorporation certificate from the appropriate Registering Authority.

Format 3: Survey Research detail sheet

Details of the Survey Research Report involving large sample size (undertaken by the agency-Please fill separate sheet survey report wise

	Detail
Name of Survey Research Report	
Sample size	
Name(s) of the client for whom the research conducted	
Research period/	
Start date (month/year):	
Completion date (month/year):	
Date of publication/ Submission	
Project value	
(Brief Description of the Research report)	

Authorized Signatory [In full initials and Seal]:_____

Name of the Organization: ___

Format 4: Curriculum Vitae (CV) of Resource Persons/ Experts

[Separate CV for each Resource Person/ Expert]

Position

NAME:

DATE OF BIRTH:

NATIONALITY:

EDUCATION: [year] [name of institution and degree]:

Please mention if Ph D, Post Graduate / Graduate and subjects clearly

MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS:

COUNTRIES OF WORK EXPERIENCE: LANGUAGES:

PROFESSIONAL BACKGROUND:

[Description] EMPLOYMENT RECORD:

[Year starting with present position][employer]

RESEARCH EXPERIENCE in conducting survey research involving large sample size

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

(i) This CV correctly describes my qualifications and experience;

[Signature of expert or authorized representative]

_____[Name

of

Expert/Authorized signatory].

Financial Proposal (Format-5)

To,

Deputy Secretary
National Commission for Women,
Plot No 21, Jasola Institutional Area , New Delhi

Subject: Hiring of Agency for conducting Third party Audit of NCW-TISS project on violence free Homes-A woman's Right (special cell for women)

Dear Sir,

I/We__applicant herewith upload the Financial Proposal for selection of my/our Agency as applicant for the subject mentioned above.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. 60 days from the last date notified for submission of the proposal.

Yours faithfully,

Signature:

Full Name:

Designation:

Address:

Tel.: Nos. (O) (R) (M)

E-mail:

Fax No:

Financial proposal (Form 6)

Sl No	Item	Unit	Quantity (Units)	Rate Quoted per number (in INR) all inclusive, but excluding GST	Total (in INR) all inclusive, but excluding GST.
1	Principal Investigator	Number			
2	Research Officer/ Statistician	Number			
3	Remuneration of contractual project staff	Man days			
4	Selection and training of research / data collection assistants	Man days			
5	Stakeholder Meetings	Lump sum			
6	Survey and data collection	Per questionnaire			
7	Data compilation	Lump sum			
8	Institution Overheads	Lump sum			
Total in figures:					
Quoted rate in words:					

ANNEXURE B
INDICATIVE QUESTIONNAIRE
(FOR SURVIVORS)

DATE OF INTERVIEW :
TIME OF INTERVIEW :
TOTAL TIME TAKEN :
RECORDED IN MINUTES:
NAME OF ENUMERATOR:

Basic Details

1. Name :
2. Age :
A. 18-23
B. 24-40
C. 41-50
D. 51-60
3. Contact Number :
4. Email Id :
5. Educational Qualification:
6. Marital Status : Yes
No

For not married

A. Widowed
B. Separated
C. Divorcee
D. Single

7. Place of Residence :
Rural Urban
State :
District:

City/village:
Address :
8. No. of Children :
Sex of Children : Female
Male
Age of Children :

9. Whether working : yes

No

10. Income if any :

- A. Below 5 Lakhs per annum
- B. 5-10 Lakhs per annum

Questionnaire

Q1. Do you feel benefitted from the visit to special cell

- 1. YES
- 2. NO

If yes, please explain how.....

Q.2 You visited special cell for

- 1. Information
- 2. Intervention

Q.3 Are you satisfied with the -

(A) information provided

- 1. YES
- 2. NO

(B) Intervention provided

- 1. YES
- 2. NO

Q3. Do you feel the assistance provided at special cell has solved your problem ?

- 1. YES
- 2. NO

Q4. Are you referred to some other place by special cell

- 1. YES
- 2. NO

Q5. Could you suggest how the services provided at special cell can be improved?

- 1. With more specialised and trained counsellors
- 2. More number of special cell units to be created in state
- 3. Any other

Consent Form for Survivors
(Use Hindi version for sharing with them and obtaining formal consent)

Research Ethics and Qualitative Analysis Steps in the Audit

This is a step by step process for conducting interviews as an ethical requirement of informing the respondent/participants followed by other steps before, during and after the interviews.

Before the interview

My name is -----

I am working with _____,(research agency). We are working with the NCW, New Delhi for conducting Third party Audit of Violence Free Homes- NCW-TISS Special cell project . You are being asked to take part in the interview so that your participation will help us understand how the Special Cells have helped you.

Being a part of this Audit may not directly benefit you, but it will help in improving the lives of many other women in the community who undergo violence in their lives. Your ideas and suggestion will be very valuable for the study.

Confidentiality

The information shared by you will be held in strict confidence by us, nobody outside of our research team will learn of anything you have told us. This information will not be shared with your family or friends or even anyone close to you. Your name will not appear on any reports or documents or papers brought out at the end of the study. We will protect information about your participation to the best of our ability.

This evaluation study has been approved by NCW.

Possible Risks

Participation in this study poses very minimal risk to you. You will not be required to answer any question that you do not want to answer. In addition, you can refuse to participate in the research study at any point.

You are free to decide if you want to be a part of this audit study or not. If you decide that you cannot participate, your decision will not affect your ability to receive services from the Special Cells or the Police in anyway.

If you wish to leave the study, you may exit the interview at any point of time.

If you need to contact us after the interview with any questions, please contact: Name and phone number of person.....

If you have any questions about your rights as a participant in this research, please contact the above.

Do you agree to participate in this survey?

Yes = 1 No = 2 (STOP)

INTERVIEWER:

You must sign below before taking consent from the person/s

I certify that the individual being surveyed has provided his/her verbal consent. I further certify that the nature and purpose, the potential benefits, and possible risks associated with participating in this research have been explained to the person being interviewed and a copy of this consent form has been offered. I also certify that I have answered his/her questions. Interviewers please sign at the appropriate place.

Signature of interviewer _____ Date ____

Respondent:

I have understood the nature of the Audit being done and questions that will be asked to me and I am consenting for the same.

Signature of respondent

Date.....

GIVE A COPY

OF THE INFORMED CONSENT TO THE RESPONDENT

INDICATIVE QUESTIONNAIRE
(For social workers)

DATE OF INTERVIEW :
TIME OF INTERVIEW :
TOTAL TIME TAKEN :
RECORDED IN MINUTES:
NAME OF ENUMERATOR:

Basic Details

1. Name :
2. Sex : Male
 Female
2. Age :
3. Contact Number :
4. Email Id :
5. Educational Qualification:
7. Place of Residence :
 State :
 District:
City :
Address :

Questionnaire

Q1. Are you trained for counseling in special cell unit

1. YES
2. NO

If yes, please explain the training undergone?

Q2. Are the Services sought by survivors at special cell handled properly

Yes
No

Q3. Are you able to satisfy the survivor's expectation from the cell

1. YES
2. NO

Q4. Accessibility and visibility of special cell unit is more when it is in premises of police station?

1. YES
2. NO

Q5. Could you suggest how the special cell units can be improved?

1. With more specialised and trained counsellors in each police station
2. More number of special cell units to be created in state
3. Any other

**INDICATIVE QUESTIONNAIRE
(For police officials)**

DATE OF INTERVIEW :
TIME OF INTERVIEW :
TOTAL TIME TAKEN :
RECORDED IN MINUTES:
NAME OF ENUMERATOR:

Basic Details

- 1. Individual Name :
- 2. Age :
- 3. Rank:
- 4. Contact Number :
- 5. Email Id :
- 5. Educational Qualification:
- 6. Experience in police service(years) :

Questionnaire

Q1. Do you think special cell units are effective in addressing the issues of survivors

- 1. YES
- 2. NO

If yes, please explain how ?

Q2. Are the police officials and social workers jointly trained to handle the cases?

- 1. YES
- 2. NO

Q3. Are the Services sought by survivors at special cell are handled properly by the staff

- 1. YES
- 2. NO

Q4. Accessibility and visibility of special cell unit is more when it is in premises of police station?

- 1. YES
- 2. NO

Q5. Could you suggest how the special cell units can be improved?

- 1. With more specialised counsellors and training of police officials
- 2. More number of special cell units to be created in state
- 3. Any other

DRAFT AGREEMENT BETWEEN THE NATIONAL COMMISSION FOR WOMEN(NCW) AND INSTITUTE SELECTED FOR CONDUCTING THIRD PARTY AUDIT OF NCW-TISS PROJECT ON VIOLENCE FREE HOMES –A WOMAN’S RIGHT (SPECIAL CELL FOR WOMEN) IN EIGHT STATES/UT.

This **Agreement** entered into on the ____ day of the month of ____ in the Year **2021** (“Effective Date”).

BETWEEN

The National Commission of Women (hereinafter referred to “NCW”) is the statutory body of the Government of India, having its office at Plot No. 21, Jasola Institutional Area, New Delhi – 110025 represented by _____ (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators) of the **ONE PART**.

AND

Institute selected represented by its _____, hereinafter referred to as ‘Institute’, which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators and agents of executors and permitted assignees of the Second Party.

(Both NCW and **selected Intitute** shall hereinafter be collectively referred to as “Parties” and individually as “client” and “Institute” respectively).

1. Background

The National Commission for Women and Tata Institute of Social Sciences (TISS), Mumbai- in particular the Resource Center for Intervention on Violence Against Women (RCI-VAW) under the Center for Women- Centered Social Work, have been working in collaboration for the implementation of the ‘Violence Free Homes- A Women’s Right’ Project. Under the project the Special cells with trained social workers within police stations provide psycho-socio-legal services and serve as nodal point for women facing violence. The location of special cells within police stations helps them gain legitimacy and increase the accessibility for women to better coordinate the police response to violence. The special cells address victim’s immediate needs in crisis and work with a woman to empower her to take action and protect herself from violence in future, they also provide necessary referral for other services.

The project, in Delhi, which has been supported by the National Commission for women since 2008-2009, was initiated with the social service unit located at Special Police Unit for Women

and Children (SPUWAC) Head quartered at Malviya Nagar New Delhi. The project was started to empower women and make available to women survivors of violence in both private and public life, with the necessary assistance.

The Commission with the view to expand this project in other states of India invited TISS for submitting a proposal for such expansion. Hence, Memorandum of Understanding was signed between National Commission for Women and the TISS on 23.12.2015, for the RCI-VAW to demonstrate the Special Cells for women approach through pilot units in 22 districts in 7 other States(Bihar, Assam, Meghalaya, Punjab, Madhya Pradesh, Odisha and Tamil Nadu)

As per MoU, the objective of this collaboration has been to leverage successful demonstration of the approach on-ground towards joint advocacy (i.e. with NCW support) efforts aimed at respective State Government, towards institutionalization as a regular administrative measure (i.e. State funded & administered programme/ scheme). The project entailed placement of trained Social Workers providing quality psycho, socio and legal services for violence affected women.

In its commitment to work on the issue of violence against women, Special cell were established with the coordination of the department of Police, Department of Home of the State

2. **Aims & Objectives:** National Commission for Women wishes to appoint eligible and experienced Institutes to conduct Third Party Audit of NCW-TISS project on violence free Homes-A woman's Right(special cell for women). The TPA is to be conducted for improving the Quality of Services (QoS) rendered and to determine the impact of the project.
3. **Tendering Process and selection of Institute:-** NCW floated the RFP dated 4.05.2022 and invited proposals from the eligible Institute on the basis of terms and conditions as mentioned therein. The Institute has been selected after examining eligibility criteria to perform the specified scope of work.

The parties now hereby enter into this agreement on the basis of terms and conditions as are mentioned hereinafter in this agreement.

Stakeholder: are Survivors who visited the special cell units during the project period, Social workers associated with the project and police officials working/worked in special cell unit.

4. **Scope of Work:** The selected Institute would be required to conduct interview of survivors, social workers and police officials and prepare a detailed Audit report.
5. **Survey Methodology**

5.1. Survey methodology should be based on the data of beneficiaries and officials of special cell units to be provided by National commission for women. Five states(Madhya Pradesh, Punjab, Odisha,Meghalaya ,Tamilnadu) data will be provided by National Commission for women at its New Delhi office .In three states (Delhi, Bihar, Assam) the Violence free Homes special cell units are taken over by the respective state governments and access to Data will be provided through the supervising officials which will be facilitated by NCW. Systematic sampling technique may be used for data collection and its analysis. The survey questionnaire both structured and unstructured should be prepared to capture data and responses.

5.2. The Agency/ University/College have to contact at least Ten percent(10%) of the beneficiaries covered in respective state over phone/ email/ whatsapp etc. and shall take feedback/ comments on a designed questionnaire which may cover the profile of the beneficiaries approaching the special cell, the nature and details of violence, the type of intervention carried out, the outcome and overall impact of intervention .The recording of the call transcripts / Email/ whatsapp communication in English language to be maintained as records and to be submitted along with draft report. In case of non-responding of the call by any of the beneficiary, the Applicant Agency/ University/College shall make at least three attempts for reaching to the beneficiary.

5.3. The Agency/ University/College have to contact at least Ten percent (10%) of the beneficiaries (other than the one contacted in telephonic mode) covered in respective state separately in physical mode also and shall take feedback/ comments on a designed questionnaire.

5.4. The Agency/ University/College have to survey all social workers(Two social workers per special cell unit) and police officers in respective state who were associated with the special cell during the project period. In case any social worker/police officer is not reachable at least three attempts must be made to contact them.

5.5. The Agency shall analyze the data and submit compiled Audited Report of the project. The data collected by the Agency/ University/College must be used only for the purpose of auditing for the project and the details of all the beneficiaries must remain confidential.

Based upon the draft Working Plan (which must be duly approved by the National Commission for Women), the Audit would be carried out.

6. Deliverables and Payment Mechanisms:

Sr No	Deliverables for Milestone	Payment	Timeline
1	Completed Agreement with	The agency will	Within 15 days of

Sr No	Deliverables for Milestone	Payment	Timeline
	Agency	receive 10% of the total contract value upon placement of work order.	placement of work order
2	Pre- Survey Activities: a. Preparation of list of beneficiaries as per the sampling design. b. Preparation of Questionnaire and testing c. Training Schedule for survey enumerators.	The agency will receive 30% of the total contract value upon completion of pre-survey activities	Within 90 days from the date of placement of work order
3	Data Collection: 1. Soft copies of all questionnaires along with translations of questionnaires in English language. 2. Soft copy of interim report	The agency will receive 30% of the total contract value upon submission of draft report	Within 180 days from the date of placement of work order.
4	Final Audit report in soft and hard copy	The agency will receive 30% of the total contract value upon submission of final report	Within 240 days from the date of placement of work order

7. **Date of Commencement & Exit:** This Agreement shall commence from the date of its signing and shall continue for a period of two years from the date thereof, unless NCW notifies in writing to the other Party of its intention to terminate this agreement with written notice of 30 days (thirty days) in advance.
8. **Penalty:** Any delays from the time schedule to be stipulated by the National Commission for Women for items of work listed in the Scope of work, would invite a penalty of 1% of the annual cost of assignment per week, subject to a ceiling of 10% of the cost of assignment, besides other action for underperformance/undue delays as may be deemed fit by the National Commission for Women.
9. **Termination:** National Commission for Women may terminate the agreement in case of the occurrence of any of the events specified below:

- 9.1. If the Institute, in the judgment of National Commission for Women, has engaged in corrupt or fraudulent practices in competing for or in executing this agreement.
- 9.2. If the Institute submits to National Commission for Women a false statement which has a material effect on the rights, obligations or interests of National Commission for Women.
- 9.3. If the Institute places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to National Commission for Women.
- 9.4. If the Institute fails to provide the quality services as envisaged under this contract, reasons for the same would be recorded in writing. In such an occurrence National Commission for Women shall give a written advance notice before terminating the Contract of the institute.

10. Confidentiality and Data Security:

- 10.1. All documents and other information collected in pursuance of this work order shall remain or become the property of NCW. All information collected, analyzed, processed or in whatever manner provided by the Institute to NCW in relation to the services provided shall be the property of NCW. Both the parties are to abide to the following:-
- 10.2. Both parties shall take all reasonable care to ensure that intellectual property, privacy and confidentiality of any information (inclusive but not limited to citizen data, dataset, etc.) collected during the survey is not compromised.
- 10.3. All information collected during this survey pertaining to individuals must be kept confidential and must be anonymised.
- 10.4. Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to agreement, consistent with the respective laws, rules and regulations of India.
- 10.5. The Institute will treat as confidential all Information collected pertaining to Individuals during the survey and shall not disclose such confidential Information to any third party without prior written consent of NCW.
- 10.6. The Institute may utilize the data collected during the survey for publishing articles/reports/books and other academic reports but while doing so NCW funding should be given due acknowledgement.
- 10.7. The Institute must take appropriate measures to ensure that the people processing the data

on its behalf are subject to a duty of confidence

10.8. In case of breach of any of the above, the agency must indemnify NCW for all the loss caused.

11. Modifications: During the implementation of this agreement, if circumstances arise which call for amendment by way of addition, deletion or other modification to this agreement, the same shall be made by the parties hereto with consensus. However, no amendment or change hereto shall be effective between the parties unless set in writing and signed by them.

12. Severability: If any of the provisions of this agreement are declared to be invalid, such provisions shall be severed from this agreement and the other provisions hereof shall remain in full force and effect.

13. Force Majeure: The selected Institute shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purpose of this clause, “Force Majeure” means an event beyond the control of the Institute and not involving the Institute’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the JS, NCW in writing of such conditions and the cause thereof. Unless otherwise directed by the Office of JS, NCW in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. Settlement of Disputes:

Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

Dispute Settlement: Any dispute between the Parties as to matters arising pursuant to this Agreement, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the Arbitration Conciliation Act 1996. For all purposes, the Civil Court, Delhi, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.

Arbitration clause – Any dispute arising during execution of the project will be referred to the Arbitrator duly appointed by the NCW and whose decision will be final and acceptable to all Parties. The place of Arbitration shall be at Delhi only.

IN WITNESS WHERE OF, the parties here to have signed this agreement hereunder on the dates respectively mentioned against the signature of each.

National Commission for Women (NCW) First Party	Second Party
Name: Pradeep Kumar Designation: Deputy Secretary	Name: Designation:
Witness	Witness
Witness	Witness