

REQUEST FOR PROPOSALS (RFP)
SELECTION OF A “KNOWLEDGE AND EXECUTING PARTNER”
UNDER CONSULTING SERVICES FOR MLRF

MLRF

Meghalaya Legislative Research Fellowship



RFP Ref No : MBDA/675/2020-21/CS-01/356

Nodal Agency : MEGHALAYA INSTITUTE OF GOVERNANCE (MIG),
Government of Meghalaya

Nature of the bid : Two-Envelope bid process (Technical and Financial)

<i>Activity</i>	<i>Schedule</i>
Publishing of RFP on the portal	March 27, 2021 www.migshillong.org ; www.mbda.gov.in
Receipt of Queries by email and last date of receiving queries	migshillong@gmail.com April 11, 2021
Last Date and Time of Receipts of Hard copies of Technical and Financial Proposals	April 16, 2021 at 1700 Hrs.
Date & Time of Opening of Technical Proposals*	April 16, 2021 at 1800 Hrs.
Address for Communication/Submission of Proposals	O/o The Director (Administration), Meghalaya Basin Development Authority (MBDA), Meghalaya State Housing Financing Cooperative Society Ltd., Nongrim Hills, Shillong - 793003, Meghalaya

*Financial Proposals of only those consultants will be opened who meet the minimum passing score. Date of opening of financial proposals will be intimated to the technically qualified consultants

NOTE: Opening of technical proposals shall be conducted virtually (online); interested consultants who have submitted their proposals can request for a link to be shared with them.

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[Part – A]

INSTRUCTION TO CONSULTANTS (ITC)

A. General Provisions

1. **Definitions**

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India.
- (c) "Client" means Meghalaya Institute of Governance (MIG), Shillong
- (d) "Consultant" means a legally-established professional consulting firm, educational institution or an entity that may provide or provides the Services to the Client under the Contract.
- (e) "Contract" means a legally binding written agreement signed between the Client and the Consultant.
- (f) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Client. It excludes the Client's official public holidays.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) "Government" means the Government of Meghalaya.
- (l) "in writing" means communicated in written form (e.g. by mail, e-mail, including, if distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

- (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (s) "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1. **Meghalaya Basin Development Authority (MBDA)** on behalf of Meghalaya Institute of Governance (MIG), Shillong, *the client*, **invites proposals for Knowledge and Executing Partner** (hereinafter called as "Consultant")
- 2.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
- 2.4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal.

3. Conflict of Interest

- 3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests' paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by Meghalaya Institute of Governance (MIG), Shillong.
- 3.3. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

- 3.3.1. **Conflicting activities:** Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- 3.3.2. **Conflicting assignments** Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- 3.3.3. **Conflicting relationships** Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of Meghalaya Institute of Governance (MIG), Shillong who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Meghalaya Institute of Governance (MIG), Shillong throughout the selection process and the execution of the Contract.

4. Eligibility Criteria: (Mandatory)

Only those consultants who qualify the eligibility criteria will be evaluated technically:

Sl. No.	Eligibility Criteria	Documents to be submitted
1.	The Consultant must be an educational or research institution/ firm/ company / LLP /sole proprietorship/ partnership/not-for-profit society or trust and must be registered with the appropriate authority in India for the past 10 years.	Incorporation Certificate/ Registration Certificate
2.	The Consultant should have minimum average annual turnover of Rs. 1 crore [depending upon project value] Crores from similar activities for the last 3 financial years viz. 2017-18, 2018-19, 2019-20	CA Certificates with UDIN

3.	The Consultant should have experience in any or in any combination of following. a. Create livelihood opportunities /manage research fellowships b. Facilitate research & development for the State Governments in the Indian Union. c. Publish journals and policy drafts d. Develop training modules/workshops for legislators/policy makers/government agencies.	PO/Contracts/letter from Clients are to be submitted mandatorily
4.	The agency must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose;	PAN, GST or details of other statutory authority. In case of GST exemption, please furnish certificates.
5.	The agency should not have been blacklisted by any Government Agency/Public Sector Undertaking/autonomous bodies.	Undertaking on letter head
6.	Does not have any pending criminal/ FCRA cases against it in court	Undertaking on letter head
7.	The organization/consultant must not have any negative media coverage, or any other controversy associated with it.	Undertaking on letter head
8.	The organization/consultant should not have any political or religious affiliations.	Undertaking on letter head

5. Duration of Selection of Agency

The duration of assignment shall be for a period of Two Years from the date of signing the contract. However, the quality of service provided by the Consultant and the performance of the Consultant shall be reviewed and in case the performance is unsatisfactory, the Consultant's selection can be terminated at Meghalaya Institute of Governance (MIG), Shillong discretion.

B. Preparation of Proposals

6. **General Considerations:** In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
7. **Cost of Preparation of Proposal:** The consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the consultant.
8. **Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in English.
9. **Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in Annexure 1.
10. **Only One Proposal:** The consultant shall submit only one Proposal. If a consultant, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
11. **Proposal Validity:** Consultant's Proposal must remain valid up to 120 days after the Proposal submission deadline. During this period, the consultant shall maintain its original Proposal without any change, including their availability. If it is established that any consultant was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
 - 11.1. **Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the client will request the applicants for their consent on the extension of validity.
 - 11.2. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
 - 11.3. **Substitution of Key Experts at Validity Extension:** If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score however, will remain to be based on the evaluation of the CV of the original Key

Expert. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected. [Applicable if CVs are to be scored]

12. **Sub-Contracting:** The consultant shall not subcontract any part or the whole of the Services.
13. **Clarification and Amendment of RFP:** The Consultant may request a clarification of any part of the RFP till the date mentioned in the RFP document. Any request for clarification must be sent in writing, by email to the Client's email address: migshillong@gmail.com. The Client may respond in writing, by email, or will upload responses (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
 - 13.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded on Meghalaya Institute of Governance (MIG), Shillong website www.migshillong.org and www.mbda.gov.in.
 - 13.2. If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
 - 13.3. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.
14. **Technical Proposal Format and Content:** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Only one CV shall be submitted for each expert. Failure to comply with this requirement will make the Proposal non-responsive.
15. The Consultant is responsible for meeting all tax liabilities arising out of the Contract.

C. Submission, Opening and Evaluation of Proposals

16. Submission of Proposals

- 16.1. The Consultant shall submit a signed and complete technical and financial Proposal (in separate sealed envelopes) to the address as mentioned above. It shall comprise the documents and forms in accordance with Annexure 1.
- 16.2. Financial Proposals should be sealed and in separate envelope. Only if the consultant is technically qualified, their financial proposal shall be opened.
- 16.3. An authorized representative of the Consultant shall sign the original submission letters in the required format for Technical Proposal and Financial Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 16.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
17. **Confidentiality:** From the time the Proposals are opened to the time the contract is awarded, the Consultant should not contact the Client on any matter related to its Technical Proposal.
 - 17.1. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the selection.
 - 17.2. Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
 - 17.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Selection, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

18. Opening of Technical Proposals

The Client's evaluation committee shall conduct the opening of the Technical Proposals as per the opening date, time stated in this RFP.

19. Proposals Evaluation

The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Eligibility Criteria and scoring criteria.

20. Evaluation of Technical Proposals

The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP, applying the eligibility criteria and scoring criteria specified in table below. Each responsive Proposal qualifying all aspects of eligibility criteria and passing minimum marks will be considered for selection. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the eligibility criteria and minimum technical score indicated in table below:

S.No.	Parameters	Maximum Marks	Documents to be submitted
1	Experience in higher education/trainings/Corporate Skilling/ etc. with the government agencies in India	20	POs/Contracts/
2	Experience in development of policies/community development projects/legislative affairs assignments/publications in governance and development, etc.	20	Same as above
3	Leadership Team Qualification and experience	20	CVs
4	Approach & Methodology based on understanding of TOR along with Work Plan	40	Technical proposal
	Total	100	

Note:-

a) Minimum Qualifying Marks: 70

b) Please refer to Annexure-1, Section I,II,III and IV for further details on the Technical proposal format and submission

21. Opening of Financial Proposals

- a) After the technical evaluation is completed and approved by the Committee, the Financial Proposals shall be opened by the Client's evaluation committee of those Consultants whose proposals have passed the minimum technical score. The Financial Proposals will then be inspected to confirm that they are as per the terms of RFP. These Financial Proposals shall be then opened, and the total prices recorded.
- b) Please note that QCBS Method (70% weightage to Technical Score and 30% weightage to financial shall be used).

22. Method of selection:

Quality- and Cost-Based Selection (QCBS)

- a. The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100. The formula for determining the financial scores (S_f) of all other Proposals is calculated as following:
- b. $S_f = 100 \times F_m / F$, in which " S_f " is the financial score, " F_m " is the lowest price, and " F " the price of the proposal under consideration.
- c. The weights given to the Technical (T) and Financial (P) Proposals are:
 $T = 70\%$, and $P = 30\%$
- d. Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal; $T + P = 1$) as following:
 $S = S_t \times T\% + S_f \times P\%$.

The Consultant achieving the highest combined technical and financial score will be invited for negotiations on the contract.

22.1 Negotiations and Award

The prices may be negotiated with selected consultant.

- a. The draft agreement will be shared with the selected consultant for their review and signatures.
- b. If the negotiations fail, Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
- c. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- d. Meghalaya Institute of Governance (MIG), Shillong may cancel the RFP at any time without assigning any reason for the same.
- e. The decision of Meghalaya Institute of Governance (MIG), Shillong will be final and binding upon all consultants.

TERMS OF REFERENCE (TOR)

MLRF

Meghalaya Legislative Research Fellowship



I. Meghalaya Legislative Research Fellowship (MLRF)

The immense biodiversity and rich ecology of the state coupled with the distinctive and vivid cultures, languages and traditions make Meghalaya diverse yet a unified state. The government of Meghalaya intends to promote real-time legislative awareness among the young graduates from the three regions of the state. The “Meghalaya Legislative Research Fellowship (MLRF)” provides a learning opportunity to the graduate citizens of the state to engage in the research and development of legislative affairs through a **pyramid of change**.

The significance of this Fellowship lies in the facilitation of constituency research and management for the honorable legislators and empower the Meghalaya State Assembly. Each member of the Meghalaya Legislative Assembly shall be assisted by a

MLR Fellow, to support the respective elected member in legislative discussions, draft questions, zero hour, debates on budgets, question hour and motions.

After completion of this fellowship, it is envisaged that these Fellows will continue to be part of the development ecosystem in the state and the country, thereby making this fellowship an investment for the future of the country at large.

Objectives: Being, the first of its kind initiative in the North Eastern Region, the Fellowship aims to contribute the following,

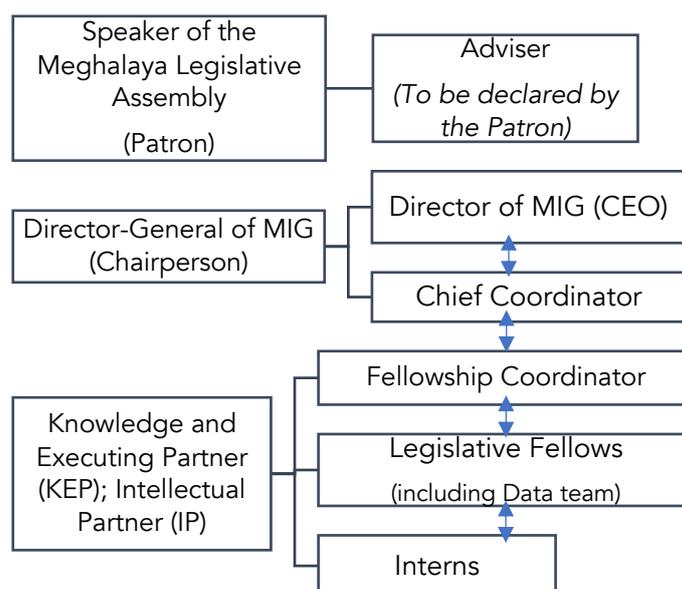
- a. *Create an integrated database of the speeches, bills and policy drafts presented by respective MLAs in the Assembly*
- b. *Organise orientation and workshops for new legislators and facilitate advancement of committees of the House (such as Rules Committee, motions, etc;)*
- c. *Empower MLAs to extensively participate in the private members bills in the House*
- d. *Initiate analytical research and development of legislative and constituency affairs*
- e. *Data collection and evaluation of the feedback on public services/utilities in respective constituencies*

Orientation programmes and workshops consist of interactive discussion sessions on themes of legislative and procedural interest where important topics relating to the legislative processes and procedures are deliberated. The topics include: "Problems faced by New Members"; "How to be an Effective Legislator?"; "Parliamentary Customs, Conventions and Etiquette;" "Privileges of Legislatures and their Members;" "Assembly Committees, with special reference to Departmentally Related Standing Committees"; "Financial Committees"; "Legislative Questions"; "Procedural Devices available to Members to raise Matters of Urgent Public Importance on the Floor of the House"; "Legislative Process"; "Budgetary Process"; "Amenities and Facilities available to Members", etc. Subjects of topical interest having a direct bearing on the Parliament and its members such as economic issues; Panchayati Raj institutions, etc. are also covered in the orientation programmes and workshops.

During the orientation programmes, eminent parliamentarians and legislators, senior legislative and parliamentary officials and academic experts interact with the newly elected members on various aspects of the working of our legislative institutions.

The panellists introduce the subject and then respond to queries and questions from the participants. As the discussion sessions are interactive in nature, members can freely exchange views with the Faculty who share their experiences and ideas. Scripts on topics under discussion are prepared and distributed among the participants in advance. Meghalaya Institute of Governance (MIG) Shillong not only provides the necessary background material but also makes available the required secretarial, organizational and research assistance for organizing these orientation programmes and workshops.

II. MLRF – Structure



- **Patron** Speaker of the Meghalaya Legislative Assembly shall act as a Patron for this flagship MLRF. This initiative shall not be influenced by any particular political party and aims to promote equal legislative assistance and facilitation of field research through experienced researchers and professionals in the State.
- **Chairperson** The Director-General of Meghalaya Institute of Governance, shall be the Chairperson and presiding officer of the committee meetings of the MLRF.
- **CEO** The Director of Meghalaya Institute of Governance, shall be the Chief Executive Officer determining the policies and directions for the knowledge and executing partner of the MLRF.
- **Chief Coordinator** A serving Public Policy or relevant Consultant of the Meghalaya Government shall be the chief coordinating officer for the MLRF and act as liaison between all the stakeholders of the Fellowship.
- **Knowledge and Executing Partner “Consultant”** of MLRF shall be the key coordinator to promote and implement the programme in the state and develop an operational strategy for the Fellowship in liaison with MIG and other stakeholders of the initiative. The KEP shall be selected through an official bidding procedures as per the norms of GFR 2017, Government of India.
- **Intellectual Partner(s) “IP”** shall be an individual or a representative from an esteemed academic, research institution, centre for excellence or a think-tank from India or abroad.

IP promotes the MLRF through local and/or local partnerships with intellectual forums, institutes for legislative and parliamentary affairs and promotion of democracy.

III. Goals of the Fellowship

1. Promote landmark legislations led by individual MLAs on **innovations** and **entrepreneurship** agendas in the Meghalaya Legislative Assembly with empirical and analytical perspectives.
2. Enable MLAs to participate in the **private member's bill** and actively engage in the **technical discussions** of the zero and question hours during the Assembly sessions.
3. Improve the **strategic** and **cooperative relationship** of the elected representative among the respective constituents.
4. **Bridge the gap** between the citizens and the legislature and promote the awareness on constituents led legislature.
5. Develop local and global partnerships with forums for promoting **democracy, intellect** and **legislative affairs** to facilitate regular research and capacity building at the Assembly.
6. Meghalaya being situated across the international border, requires legislators with networking skills to engage with global platforms on **public policies**, business and geo-political affairs. This helps to deal **international affairs** with competency of locally sourced resources.

IV. Scope of work for Knowledge and Executing Partner "Consultant/KEP"

a) Recruitment and training:

Consulting agency shall be onboarded to facilitate in the recruitment and training of the Legislative Research Fellows based at MIG. Initially, a limited number of Fellows will be recruited under two segment as mentioned below.

The first segment shall be **Research Support**. The team will comprise "**12 (twelve) Fellows**" specializing in providing support to legislators in their day-to-day functioning, both in terms of legislative procedure such as drafting private members' bills, as well as qualitative and quantitative research on request within specific constituencies.

The second segment shall be **Data Analytics**. The team will comprise of "**2 (two) Fellows**" dedicated to creating a web portal for use by legislators to visualize and interact with the data with respect to the needs of their constituents.

b) Design for training modules for the hon'ble MLAs:

Legislative matters have become increasingly more technical and require specialist inputs to be framed as effective public policy. Unlike other large democracies, legislators in India do not have access to institutional research support. Lectures, discussions, and private meetings with renowned practitioners in their areas will complement the curricular activities of the fellowship program. Faculty for the program are drawn from experts in the field of parliamentary affairs and public policy, as well as research institutes, government offices, and the private sector.

The modules will include familiarization with interactive tools, activities, field visits to engage the participants in real life situations. The sessions will be conducted and guided by multiple faculties who have expertise in the area of Public Policy, Economics, Public Finance, Centrally sponsored Schemes, Effective Leadership and Negotiation Strategies and influencing skills.

The following themes and concepts are proposed for as part of the orientation and training modules for the legislators, however, Consultant is expected to develop further modalities in this regard.

Leveraging resources: How can MLAs derive the maximum benefit from the resources that they have?

A key element of the curriculum will be the effective management of resources: fiscal space, time, people and the media. Introduction to tools and methods for providing research inputs to help the MLAs fulfil their legislative duties such as asking questions, raising matters of public importance, participating in debates, writing speeches, drafting private member Bills, among others. For management of constituency affairs, public management approach and principles will introduced for sourcing, devolution and disbursement of funds.

Gaining insights into policy making: What is the legislator's role as a policy maker? How can they shape the future of the state by making policies that work for the people?

The topics covered in the module include Economic and Social Development , Democracy and the Secular State, Foreign Security & Economic Relations, Affirmative Action, Climate Change and Sustainable Development, Foreign Direct Investment in India, Strategy, Negotiation and Game Theory for the Politician, Strategic Thinking for the Politician, and Energy Security.

Engaging with stakeholders: How can MLAs work better with the bureaucracy to make sure the various development schemes are being uniformly implemented?

This will introduce legislators to new approaches to policymaking and build professional networks across industry, academia and legislators outside the state. Topics will introduce the need to recognize ethical responsibility in the public policy domain.

c) Design for training modules for the Fellows:

Fellowship's Knowledge and Executing partner shall collaborate with the institutes of National Importance for Excellence, Research and Development Centres and other Universities to provide in-house training and capacity building for the selected candidates at MIG Headquarters in Shillong.

Content development and training for the following major modules (but are not limited to) must be covered during by subject experts, academicians, professionals and veterans.

1. Legislative affairs and house procedures
2. Geo-political and economic affairs of the state and the country
3. Constituency and community level insights
4. Research methodology (qualitative and quantitative)
5. Writing policy briefs and literature
6. Data management – collection and analysis with quantitative tools
7. Model Assembly Sessions to enable the Fellows experience a mock legislative discussions

d) Other coordination and partnership activities:

Consulting agency shall propose partnerships and collaborations with academic or research institutions/think tanks of global repute to engage their respective services in this project for the enhancement of MLRF.

[Part – C]

FORMAT OF AGREEMENT and GENERAL CONDITIONS OF THE CONTRACT

AGREEMENT BETWEEN
MEGHALAYA INSTITUTE OF GOVERNANCE (MIG), SHILLONG
AND
[xyz]

This Agreement (“**Agreement**”) is made on [xyz], between:

1. **Meghalaya Institute of Governance, Shillong**, registered under the Meghalaya Societies Registration Act 1983 and having its registered office at Ground Floor, MBDA building, Upper Nongrim Hills, Shillong, Meghalaya 793003, India (hereinafter referred to as “**MIG Shillong**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);and

2. [xyz], a [xyz] incorporated under the [xyz], and having its registered office at [] (hereinafter referred to as “**Consultant**” whose expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and successors-in-interest and assigns).

MIG and Service Provider shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

(A) MIG registered under the Meghalaya Societies Registration Act 1983 (“**Act**”) and has been a key supporting institution for the Meghalaya Basin Development Authority (MBDA) with the objective to impart information and knowledge aimed at building and promoting good governance to local level institutions/community/primary stakeholders for up scaling people’s zeal in participation while ensuring sustainability of development programmes. Also, facilitate legislative inputs for strengthening grass root processes of democratic institutions infusing transparency and accountability in governance (“**Business**”).

MIG has through a request for proposal dated March 26, 2021 with the **RFP Ref No. MBDA/675/2020-21/CS-01/356** to be read along with corrigendum issued with the RFP, is any, has called for proposals/bids to provide Services.

(B) The Services Provider submitted a proposal response dated [xyz] (“**Proposal Response**”) pursuant to the RFP where the Services Provider has represented to MIG that it is an experienced, and fully qualified and capable of providing the Services.

GENERAL CONDITIONS OF THE CONTRACT (GCC)

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. Definition and Interpretation

- 1.1. In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires.
- (a) “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.
 - (b) “**Authority**” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country.
 - (c) “**Confidential Information**” includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to MIG and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.

- (d) **"Force Majeure"** means an act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance.
- (e) **"Intellectual Property"** or **"Intellectual Property Rights"** shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the World.
- (f) **"Order"** shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.

1.2. Interpretation

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) Terms may be defined in clause 1 above, or elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.
- (c) Reference to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be.
- (d) References to the singular will include the plural
- (e) References to the word "include" shall be construed without limitation.

2. Appointment of Consulting Agency/KEP

- 2.1. Subject to the terms of this Agreement, MIG appoints the Consulting Agency/KEP.
- 2.2. All services, functions or responsibilities which are reasonably necessary and required for the performance or provision of the Services shall be deemed to be included within the scope of work of the Consulting Agency/KEP.
- 2.3. Except as specifically excluded, all tools, and materials required by the Consulting Agency/KEP to perform its obligations under this Agreement shall be used by the Consulting Agency/KEP, at no extra cost to MIG Shillong.

3. Consideration and Payment Terms

- 3.1. The amounts shall be due upon receipt of an invoice by the selected Consulting Agency/KEP, and all undisputed invoices and charges shall be paid by MIG within 30 (thirty) days of receiving such invoice from the Consulting Agency/KEP.
- 3.2. The Consulting Agency/KEP recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines discussed after on boarding

the Consulting Agency/KEP and submission of all relevant deliverables sought under this Agreement.

- 3.3. All payments shall be made in INR.
- 3.4. All charges are exclusive of all applicable taxes that may be levied, imposed, charged or incurred. MIG shall pay the consideration due under this Agreement (including taxes) after deducting any tax deductible at source, at the applicable rate. MIG shall furnish a tax certificate evidencing payment of the tax deductible at source to the appropriate government entity or Authority on a timely basis.
- 3.5. All payments are inclusive of all out of pocket expenses. Except as provided under the Agreement, the Service Provider shall not be entitled to claim any out of the pocket expenses incurred pursuant to its performance of obligations under the Agreement.

4. Term

Notwithstanding the date hereof, this Agreement shall commence on the [] ("**Effective Date**") and shall be valid for a period of [] years and shall come to an end on []

5. Termination

- 5.1. Either Party may terminate this Agreement by giving written notice of 15 (fifteen) days to the other in the event that:
 - (a) the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied;
 - (b) the other Party has committed a material or repeated breach of any of its obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do;
 - (c) the other Party goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other Party's assets or if that other Party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other Party or any similar occurrence under any jurisdiction affects that other Party; or
 - (d) the other Party ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.
- 5.2. MIG may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days
- 5.3. MIG may terminate this Agreement immediately if MIG determines that the Consulting Agency/KEP and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in Corrupt or Fraudulent practices in executing this Agreement. The terms "corrupt" and "fraudulent" are defined in Schedule III to this Agreement
- 5.4. Either Party's right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.

6. Consequences of Termination

- 6.1. Upon termination of this Agreement, any rights or authority granted by MIG to the Service Provider under this Agreement shall terminate with immediate effect.
- 6.2. Within 7 (seven) business days after termination, upon the request of MIG, Service Provider will return or destroy, at the option of MIG, all Confidential Information of MIG and all materials relating to work in progress of the Services.
- 6.3. Except where the Agreement is terminated pursuant to clause 5.3 (*Termination for Corrupt and Fraudulent Actions*), all charges or amounts payable for the completion of milestones already achieved, or services already availed, whether invoiced or not, subject to the Service Provider providing suitable invoices, outstanding upon the date of termination, shall be settled within 30 (thirty) days of such termination;
- 6.4. The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.

7. Representation and Warranties

- 7.1. Each Party represents and warrants to the other Party that:
 - (a) It has full power and authority to execute, deliver and perform this Agreement.
 - (b) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and
 - (c) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- 7.2. The Service Provider represents and warrants that
 - (a) It possesses the necessary experience, expertise and ability to undertake and fulfil its obligations under all phases involved in the performance of its obligations under the Agreement
 - (b) All representations made by the Service Provider in the Bis Response is true and accurate

8. Bid Security- (Bank Guarantee/Earnest Money Deposit)

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Ministries/ Departments may ask bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. Similar provisions also exist in the Manuals for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017. In this context it is noted that Bid Security (also known as Earnest Money Deposit) is still being taken from

the contractors by the various Ministries/ Departments, though the relaxations have already been provided in General Financial Rules (GFRs) 2017. 4.

In view of above, it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, **no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents.** (Can be seen in Annexure- 4).

9. Compliance with Laws

Each Party shall at all times and at its own expense (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such Applicable Laws; and (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder.

10. Intellectual Property Rights

10.1 The Service Provider acknowledges that any Intellectual Property Rights already owned by MIG Shillong shall remain the sole property of MIG Shillong. However, so as to enable the Service Provider to provide the Services and to comply with its obligations under this Agreement, MIG Shillong acknowledges that the Intellectual Property Rights or part thereof owned by MIG Shillong will need to be made available to Service Provider and such property is made available only to enable the Service Provider to provide Services under this Agreement.

10.2 The Service Provider also acknowledges and assigns to MIG Shillong in perpetuity and exclusively, Intellectual Property Rights in any deliverables created under this Agreement, in the course of provision of the Services. This includes reports, tables, presentations, handbook developed specifically for MIG Shillong in furtherance of providing Services under this Agreement.

10.3 MIG Shillong acknowledges that the Intellectual Property Rights owned by Service Provider, independently as separate from providing Services under this agreement, including tools for provision of Services of this Agreement, including discussion notes, learning tools, format and similar materials developed by the Service Provider in the course of its business, shall belong to the Service Provider only.

11. Indemnification

The Service Provider shall indemnify and hold the other Party harmless from third party claims arising from or related to:

- i. A breach of the terms of this Agreement; or
- ii. A violation of any Applicable Law.

The foregoing is, however, conditional upon MIG Shillong notifying the Service Provider

in writing and in detail without undue delay

12. Limitation of Liability

12.1 Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, or damages for any loss of profits, revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages.

12.2 The Service Provider or any of their employees or vendors shall not be liable to MIG Shillong or any other person or entity for an amount of damages under this Agreement in excess of the amount of Consideration paid or payable for the applicable Services

12.4 The above limitations of liability and exclusions from liability set forth in this Clause 13 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising out of fraudulent conduct .

13. Use of Confidential Information

13.1 The Service Provider may be given access to Confidential Information from MIG Shillong in order to perform its obligations under this agreement.

13.2 The Service Provider shall:

- (a) use the Confidential Information of MIG Shillong only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of MIG Shillong) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by MIG Shillong;
- (b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in this Agreement with respect to the Confidential Information
- (c) not, without the prior written consent of MIG Shillong, disclose or otherwise make available MIG Shillong's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;
- (d) not copy or reproduce in any manner whatsoever the Confidential Information of MIG Shillong or any part thereof without the prior written consent of MIG Shillong, except where required for her own internal use in accordance with this Agreement; and

- (e) promptly upon the request of MIG Shillong, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of MIG Shillong, destroy and confirm in writing the destruction of the

Confidential Information;

- 13.3 The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

14. Force Majeure

- 14.1 Neither Party shall be liable for any failure or delay in performance of any obligation, under this Agreement to the extent such failure or delay is due to a Force Majeure event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.
- 14.2 If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure event as a result of which that Party is prevented from performing its obligation for more than thirty (30) days due to such Force Majeure Event ("Aggrieved Party"), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure event so long as the Force Majeure event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified.

15. Governing Law and Dispute Resolution

- 15.1 This Agreement shall be governed by the laws of India.
 - (a) In the event of any dispute, controversy or claim arising in any way out of or in connection with this Agreement (a "**Dispute**"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussion. If the Dispute is not resolved through such amicable discussion within 30 (thirty) days of a notice of Dispute being given or such longer period as the Parties agree to in writing, then any Party may refer the dispute for final resolution by arbitration.
 - (b) Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The arbitration proceedings shall be held at Shillong, Meghalaya, India.
 - (c) The Parties to an arbitration shall keep the arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during arbitration, any documents submitted in connection with it, any oral submissions or testimony, transcripts or any award unless disclosure is required by law or is necessary for permissible court proceedings such as proceedings to recognise or enforce an award.
- 15.2 **Jurisdiction:** The Parties hereby agree that courts in Shillong, Meghalaya shall have the exclusive jurisdiction to determine any disputes arising out of, or in relation to, the terms

and conditions of this Agreement.

16. Miscellaneous

- 16.1 Entire Agreement: This Agreement, the Annexures and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties and supersedes all other discussions and understanding between the Parties.
- 16.2 Assignment: This Agreement and the rights and obligations herein may not be assigned by either Party without the written consent of the other Party.
- 16.3 Amendments and Waivers: This Agreement may be amended only with the written consent of both Parties. Any amendment or waiver effected in accordance with this Clause shall be binding upon both Parties.
- 16.4 Delays or Omissions: No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- 16.5 No Partnership: Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement shall be construed to have been entered on a principal-to-principal basis.
- 16.6 Notices: Except as may be otherwise provided herein, all notices, requests, waivers and other communications ("Notices") shall be deemed to be delivered as provided herein: (a) if delivered to the addressee ("Receiving Party") by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery). The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

To MIG Shillong : O/o The Director (Administration), Meghalaya Basin Development Authority (MBDA), Meghalaya State Housing Financing Cooperative Society Ltd., Nongrim Hills, Shillong - 793003, Meghalaya

To Service Provider:

16.7 Severability: The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

16.8 Survival: The provisions of Clauses and such other provisions of this Agreement, which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

16.9 Counterparts: This Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

MIG SHILLONG	□
By	By
_____	_____
Name:	Name:
Title:	Title:

[Part - D]

Annexure -1
(Documents Comprising Technical Proposal)

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. "We are hereby submitting our Proposal.

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.

(b) Our Proposal shall be valid and remain binding upon us for the period of 180 days after the last date of submission.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We, along with any of our sub-Consultants, subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.

(f) In competing for (and, if the award is made to us, in executing) the Selection, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988

(g) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or letter of Selection is issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: ____

Name of Consultant: _____

Address: ____

Contact information (phone and e-mail): _____

Section - I
General Information

Sl	Particulars	Details (enclose supporting documents, wherever required)
1.	Name of the Consultant	
2.	Date of Incorporation	
3.	Registered Address	
4.	Concerned person's Name and Designation	
5.	Mobile no	
6.	Email ID	
7.	Annual turnover in FY 2017-18, 2018-19, 2019-20	
8.	No of Employees	

Section - II
Consultant's Organization

1. Provide here a brief description of the background and organization of your company.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

Section - III
Consultant's Experience

1. List any similar assignments/projects successfully completed or in-progress in the last 10 years.

[Add more rows if required]

Sl. no	Duration	Assignment name and client Name	brief description of training/workshops	brief description on Fellowships/governance /legislative projects	Project Value in Rs.

Section - IV

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing each of the tasks in TORs, to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the TORs in here.**}

b) **Work plan, deliverables, timelines.** Please provide detailed timeline and plan of action for this project.

Annexure 2

Format of Financial Proposal

Sl.	Breakdown [#]	Year 1 (in INR)	Year 2 (in INR)
1.	Stipend for Fellows (Initially 12 candidates) <i>Please provide a breakdown in detail of the remuneration for a Fellow</i>		
2.	Salaries of central team (1 Fellowship Co-Ordinator & 2 Data Fellows)		
3.	Training Activities for Legislators and the Fellows (Please provide details of the proposed training and workshops)		
4.	Laptops & Hardware Equipment		
5.	Cloud service & storage- AWS or Similar		
6.	Travel		
7.	Consultancy charges		
8.	Others, please mention		
	Total		

Annexure 3

(Not Applicable)

Bid Securing Declaration Form

Date: _____

RFP No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexure 4

It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/Consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

- a. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-Consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract/selection in question;
- b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/Consultant and/or its employees, subcontractors/sub-Consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and

"Fraudulent Practice", mean following:

"**corrupt practice**" means offering, giving, receiving, or soliciting anything of value to influence the action of Meghalaya Institute of Governance (MIG), Shillong official(s) in the procurement process or in the contract execution; and

"**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid/proposal submission) designed to establish bid/proposal prices at artificial, non- competitive levels.