

Request for Proposal (RFP)

for

**Selection and Engagement of Consultant Agency/Firm/Institution
for Conducting Training of Officers of Law Department and Other
Departments/Fellows under the P. A. Sangma Fellowship for Legal
and Policy Research Programme**

August 2022

**GOVERNMENT OF MEGHALAYA
LAW DEPARTMENT**

Law Department, Government of Meghalaya

Address: Room 222 A, Secretariat, Main Building,
Shillong, Meghalaya 793001

Phone :0364 - 2210132

Website : www.meglav.gov.in

E-Mail : law.deptt-meg@gov.in

Date: 12th August, 2022

RFP NO. LJ(A) 85/2022/01

DISCLAIMER

- 1) The information contained in this document (the “RFP”) or subsequently provided to the bidder(s), whether verbally or in documentary or any other form by or on behalf of the Law Department (in short the “LD”), is provided to the 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.

- 2) This RFP is not an agreement and is neither an offer nor invitation by the LD to the prospective bidders or any other person. The purpose of this RFP is to provide short-listed parties with information that may be useful to them in making their bids pursuant to this RFP. This RFP includes statements, which reflect various aspects and assessments arrived at by the LD. Such aspects, 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 LD, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses the bidding documents. The aspects, assessments, statements and information contained in this RFP 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 aspects, assessments, statements and

information contained in this RFP and obtain independent advice from the appropriate sources.

- 3) 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 LD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 4) The LD, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, 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 this 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.
- 5) The LD 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.
- 6) The LD 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 and reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

- 7) The bidder shall bear all 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 Department 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 LD 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.

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SECTION I : REQUEST FOR PROPOSAL TERMINOLOGY

Throughout this document, the following definitions apply:

- a) "Applicant" means a party that submits, or intends to submit, a Proposal;
- b) "Work Order" means the written order resulting from this RFP issued by the Authority;
- c) "The Authority" means the Secretary to the Government of Meghalaya, Law Department
- d) "Must", or "mandatory" means a requirement that must be met in order for a Proposal to receive consideration;
- e) "Proposal" means a proposal submitted in response to this RFP;
- f) "RFP" means this Request for Proposal; and
- g) "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of RFP
- h) "Applicable Law" means the laws and any other instruments having the force of law in India and in the State.
- i) "Government" means the Government of India/Meghalaya
- j) "Services" means the training to be performed by the Applicant pursuant to the Contract
- k) "Training Service Provider" means a legally-established professional training firm or an entity that may provide or provides the Services
- l) "Consultant Agency/Firm/Institution" means Training Service Provider

SECTION II : INTRODUCTION

1.1 Letter of Invitation

a) The Secretary, Law Department, Government of Meghalaya intends to select a Consultant Agency/Firm/Institution for Conducting Training of Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme.

The Bidder should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal/pre-bid conference. Attending any such pre-proposal conference is optional and is at the Bidder's expense.

b) More details on the services to be provided are under the Scope of Work in the RFP document.

c) The Authority shall select experienced Agency as per procedures contained in the RFP.

d) The period of contract will be for a minimum period of 1 (one) year from the date of signing of contract agreement and may be reduced or extended at the discretion of the Authority. The contract will be effective after signing of agreement with the Authority.

1.2 Data Sheet

Sl.No.	RFP Timelines & Important Details
1.2.1	Date of issuing of RFP : 12 th August,2022
1.2.2	Place for submission of RFP document : Room 222 A, Secretariat, Main Building, Shillong, Meghalaya 793001
1.2.3	Last date and time of receiving RFP application (Both Technical and Financial) :12 th September,2022 up to 5:00 PM
1.2.4	Date and time for opening of RFP document: To be inform at a later date
1.2.5	Place of opening of RFP :Law Department, Secretariat, Main Building, Shillong, Meghalaya 793001
1.2.6	The method of selection is Combined Quality cum Cost Based Selection

	(QCBS) using 80:20 weightage for quality and cost respectively.
1.2.7	Non-refundable cost of quotation will be 1,000/- (Rupees One Thousand only)
1.2.8	Proposals received after the stated time and date will not be considered
* the above dates are subject to change in case of unavoidable reasons)	

1.3 Important Details

a) Interested tenderer may obtain further information about this requirement from the above office or download from www.meglaw.gov.in

b) If requested, the RFP Documents will be mailed by Registered Post/Speed Post to the interested tenderer, for which extra expenditure per set will be Rs 500.00 for domestic post. The authority will not be responsible for late receipt/ non-receipt of tender documents by the vendor.

c) Tenderer may also download the RFP documents (a complete set of document is available on website) from the web site www.meglaw.gov.in and submit its tender by using the downloaded document The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.

1.4 Earnest Money Deposit

The Applicant shall have to furnish as part of its proposal Earnest Money Deposit of Rs. 3,00,000/- (Rupees Three Lakh Rupees Thousand) only as follows:

a) An EMD of Rs. 3,00,000 (Rupees Three Lakh Sixty Thousand) only in the form of Demand Draft/Cheque with a minimum period of 3 months from last date of submission of the Tender document drawn in favour of the Secretary to the Government of Meghalaya, Law Department, Secretariat Main Building, Shillong, and payable at Shillong from any Nationalized Bank must be submitted along with the proposal.

b) Proposals not accompanied by EMD shall be rejected as non-responsive.

c) No interest shall be payable by the Authority for the sum deposit as earnest money deposit.

d) No bank guarantee will be accepted in lieu of the earnest money deposit.

e) The firms/agencies registered under MSME are exempted for submission of EMD subject to submission of proper documentary evidence.

f) The EMD of the unsuccessful applicants would be returned back within one month of signing of the contract.

1.5 The EMD shall be forfeited to the Authority in the following events :

a) If proposal is withdrawn during the validity period or any extension agreed by the applicant thereof.

b) If the Applicant tries to influence the evaluation process.

c) Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined in this RFP

d) Any other as decided by the authority.

1.6 The Non-refundable cost of Quotation document shall be in the form of crossed Demand Draft /Cheque in favour of Secretary to the Government of Meghalaya, Law Department, Main Building Secretariat Building, Shillong, Meghalaya - 793001.

SECTION III : PURPOSE / INTENT FOR RFP

The purpose/intent for Request for Proposal (RFP) is to appoint a Consultant Agency/Firm/Institution for conducting training of officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme in the State of Meghalaya for the Law Department, Government of Meghalaya for a period of 1 (one) year.

SECTION IV: EXECUTIVE SUMMARY

Background

The Law Department is one of the important segments of the Government of Meghalaya and its office is located in the Main Secretariat Building, Shillong. Amongst other functions allocated to the department under the Rules of Executive Business of the Government of the State of Meghalaya the department is more importantly engaged in the functions such as tendering legal advice on variety of issues referred to by various departments of Government of Meghalaya and also performing consultative role in regard to proposals for legislations, framing of statutory rules/regulations, notifications, byelaws and finalization of important M.O.U.s etc.

This department is also vested with the responsibility of preparation of panels of advocates in respect of the High Court of Meghalaya, District Courts, and appointment of advocates of panels to defend interest of the departments of the Government of Meghalaya. This Department in the capacity of administrative department of the District Courts is also engaged in the supervision and monitoring of the execution of various schemes in respect of district courts, which includes the construction of District Court Buildings at different places as well as scheme for getting the establishment of Special Courts.

The department is also entrusted with the administration of Public Prosecutors including Additional Public Prosecutors/ Assistant Public Prosecutors in the matter of grant of retainer ship fee to Standing Counsel (Civil)/(Criminal) as well as paying remuneration to the Additional Public Prosecutors and reviewing their fee structure from time to time. The amicus-curiae appointed by the various courts are also entitled to receive payments as per rules from this department.

The business under the Law Department include:

1. Administration of Justice
2. Appeals against acquittals
3. Law Reforms
4. Advice on legal matters
5. Judicial Magistrates

6. Civil Laws and procedure
7. Law Officers
8. Supervision of Government Litigation
9. Drafting of Bills and Statutory Rules and orders
10. Appointment of Public Prosecutors/ Additional Public Prosecutors/ Government Pleaders/ Assistant Government Pleaders.
11. Engagement of Government Counsels

From the training programme of officers of the Law Department/Other Departments and Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme, the Department wishes to strengthen the capacity of functionaries involved in rendering a range of public services, welfare programs and core governance related functions that enable the Government of Meghalaya to serve its citizens efficiently and effectively.

The Law Department recognizes the key role these officers have played in the progress of Meghalaya and is keen to refresh their capacities in line with rapid changes that are taking place in society, by embarking on a learning transformation Program. The desire and effort of this new approach is to enhance the ability of the entire spectrum of officers from Law Department/ Other Department and Fellows to perform to the highest standards.

Through the initiatives, the Law Department aspires to see a more transparent and public focused system that will be of sustainable service to the people as a result of this initiative.

However, in order to develop and strengthen the skills, instincts, abilities, processes and resources of the Law Department, the Department will need a proper plan and a system in place so as to ensure that the Government of Meghalaya and the communities in the State stand to gain from a more efficient and seamless public delivery system. The training programme will help the officers of the Law Department/ Other Department and Fellows on acquiring skills to make robust policy development frameworks and enhance decision- making capabilities in a fast-changing world.

The framework proposed for the Module Development and Capacity building is as per the Multi-Tier Training Matrix indicated as below:

The Multi-tier Training Needs Matrix:

#	Level	Target	Key Responsibilities
A	State	Fellows	Monitoring and evaluation & reporting Theory of Change Results Based Frameworks Research Fundamentals Impact Evaluations Data Governance Mentoring & coaching Data analysis Action Plan Handholding Tracking Social Development Indicators Sectoral Knowledge Effective Data Collection Techniques Quality Assurance during Field Data Collection Process Monitoring/Process Evaluation Stakeholder Analysis
B	State	Officers of the Law Department and Other Departments in the Shillong	Monitoring and evaluation & reporting Research Mentoring & coaching Data Governance Data Analysis Review Cycles Tracking Social Development Indicators Tracking Social Development Schemes Policy Making Policy Analysis Deliverables/Target Setting Internal/External Evaluation

C	District	Officers of the Law Department and Other Departments at District Headquarters	Monitoring and evaluation & reporting Research Mentoring & coaching Data analysis Review Cycles Tracking social development indicators Tracking social development schemes Deliverables/Target Setting Internal/External Evaluation
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Broad training needs for Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme:

The training service providing organization should design, develop and conduct training programs in order to fulfill the broad training needs as indicated and thus help to develop core competencies/attitudes of the stakeholders in their day-to-day functioning.

Detailed Capacity building modules and plans for Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme:

Considering the capacity building need requirement of the existing resources, it requires that suitable training modules are identified for the Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme at all the levels. The indicative capacity building plan with a broad list of potential outlined training topics, module number, and indicative number of participants indicated in the Table-1 & Table-2 below. However, the Consultant Agency/Firm/Institution are required to submit a detailed training plan with content and venue/location as per the format to ensure that trainings are not treated as one-off events, but as sustainable and outcome-oriented training programme.

Table 1: Stakeholders to be trained

#	Level	Target	Indicative Numbers
A	State	Fellows	4
B	State	Officers of the Law Department and Other Departments in Shillong	200
C	District	Officers of the Law Department and Other Departments from District Headquarters	200

Table 2: Capacity Building Module for a period of 1 year

#	Module Title	Number of Participants
1	Urban and regional planning in India: Experiences and the future directions	Up to 20
2	Social Welfare in the context of democratic systems	Up to 20
3	Environment, Conservation and Sustainable Development	Up to 20
4	Global Climate Change and the emerging issues in India	Up to 20
5	Agricultural Value Chains – Production, Institutions, Finance and Markets	Up to 20
6	Governance and Law	Up to 20
7	Public Finance: What we must know	Up to 20
8	Gender Budgeting	Up to 20
9	Law and sixth Schedule: It's relevance in the context of North-East India	Up to 20

10	Principles of People's Economics, welfare Economics in the context of neo-liberal economic arrangements	Up to 20
11	Forest and Biodiversity of North-East India: Colonial period to the modern age	Up to 20
12	Power and Energy including Renewable Energy and Electric Vehicles	Up to 20
13	Future of work	Up to 20
14	AI and technological innovations: where do we stand?	Up to 20
15	India's Science Policy: Yesterday, Today and Tomorrow	Up to 20
16	Public Health	Up to 20
17	Education, New Education Policy	Up to 20
18	Sustainable Development Goals	Up to 20
19	Gender and Equity	Up to 20
20	Dalit, Adivasi and the dimensions of social marginalization	Up to 20
21	Uniqueness of North East India: Society, Culture and Politics in the context of public administration	Up to 20
22	Social media, cyber laws, technology policy and data privacy	Up to 20
23	Small scale industries	Up to 20
24	Community based natural farming	Up to 20
25	Leadership	Up to 20
26	Employment, Entrepreneurship and Skills Development	Up to 20
27	New Media	Up to 20

28	Child protection	Up to 20
29	India's Flagship programmes: Swacch Bharat; MGNREGA, PMSY, NRLM	Up to 20
30	Labour codes/Labour laws in India	Up to 20
31	Migration	Up to 20
32	Policy Analysis	Up to 20
33	Monitoring and Evaluation of Development Interventions	Up to 20
34	Results Based Frameworks	Up to 20
35	Research Fundamentals	Up to 20
36	Sampling Design	
37	Data analysis using statistical software	Up to 20
38	Effective data collection techniques and quality assurance during field data collection	Up to 20
39	Process Monitoring/Process Evaluation	Up to 20
40	Impact Evaluations	Up to 20
41	Data Governance	Up to 20
42	Project monitoring and tracking in Excel (Basic and Advanced)	Up to 20

Certificate of Completion:

The Consultant Agency/Firm/Institution will be awarded with a Certificate of Completion from the respective authority on completion of the capacity building programme.

SECTION V : CONSULTANT AGENCY/FIRM/INSTITUTION RESPONSIBILITIES

1. The Consultant Agency/Firm/Institution will have to provide along with the proposal full details of the key persons and their responsibilities in the assignment having experience in similar projects whether in the state of Meghalaya or in any other State in India.
2. The Consultant Agency/Firm/Institution should provide professional, objective, and impartial advice and at all times hold the Government's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
3. The Consultant Agency/Firm/Institution participating should adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

SECTION VI : OBJECTIVES

Key objectives that need to be addressed through the “Selection and Engagement of Consultant Agency/Firm/Institution for Conducting Training of Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme” are:

- a) Development of Training Modules to equip the Fellows in the Fellowship Programme
- b) Development of Training Modules for Officers of Law Department and Other Departments on various sectors
- c) Development of Training Modules for State and District officials and other Stakeholders in Training areas as per the Matrix above
- d) Deployment of 1 Module Development Specialist
- e) Deployment of 1 Training Coordinator Specialist
- f) Deployment of trainers/experts from renowned institutions/organizations nationally for training.

The above assignment is to be covered during the entire project contract. However, in-case of the findings, certain components can also be added if necessary or needed with no additional cost to the authority.

Resources - Team composition and qualification:

The selected Consultant Agency/Firm/Institution should ensure the availability of training Resources as per proposed requirement as indicated in Table -1. The following group key and non-key Resources as mentioned below would be required for executing the capacity building assignment for the Law Department, Government of Meghalaya. The selected Consultant

Agency/Firm/Institution is also required to provide list of such key and non- key Resources along-with CVs in the technical proposal below:

Table 1: Indicative requirements of the resources

Key Personnel

S.No	Key Personnel	Min Educational Qualification	Min Years of Experience	Estimated No. of Months
1	Project Director	Ph.D (or equivalent) in Economics/ Public Policy/Sociology or Management	20	4
2	Lead Trainer	Master's Degree (or equivalent) in Economics/ Public Policy/ Management or Education	15	4
3	Training Coordinator	Master's Degree (or equivalent) in Economics/ Public Policy or Management	7	8
4	Project Manager 1*	Master's Degree (or equivalent) in Economics/ Public Policy or Management	5	8

In addition to the above, it is expected that the agency would be able to bring leading sector experts to carry out trainings that the agency cannot carry out with their in-house staff and for specialized areas.

*Meghalaya based position.

Table 2: Non Key Personnel

S.No	Key Personnel	Min Educational Qualification	Min Years of Experience	Estimated No. of Months
1	Project Manager (2)	Master's Degree (or equivalent) in Economics/ Public Policy/ Management or Statistics	5	8
2	Social Media Manager	Master's Degree (or equivalent) in Mass Communication/Marketing Management	5	8
3	Media Coordinator	Master's Degree (or equivalent) in Mass Communication	10	8
4	Vendor Coordinator	Master's Degree (or equivalent) in Economics/ Management or Statistics	5	8

SECTION VII: SCOPE OF WORK

7.1 Scope

An indicative scope of work is mentioned below, and it should be delivered by the selected Consultant Agency/Firm/Institution in its entirety, however, the list is not exhaustive and the additional task may be given as per the direction of the Secretary, Law Department, Secretariat, and is on a case to case basis.

The obligations of the agency/firm under this contract shall include the following service activities and commitments:

1. Development of Training Modules for Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme

2. Training of the Officers of Law Department and Other Departments under the P. A. Sangma Fellowship for Legal and Policy Research Programme
3. Training of the Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme.
4. Carry out the evaluation of the training at the end of the training
5. Submit training reports at the end of each training to the Law Department on the overall process of the training and learnings from the same
6. Management of content (audio, video, text, etc.) on all existing Social Media platforms including Facebook, Instagram, Twitter and YouTube.
7. Creation of contents related to blogs, pages, discussion forums, competitions, knowledge bank in various platforms including the official website of the Law Department, Meghalaya.
8. Creation of content for outdoor media, print media and any other media engagement
9. Execution of content created for pamphlets, brochures, posters etc
10. Wide social media management with specific strategy: social media optimization, online reputation management and social media marketing.

The Consultant Agency/Firm/Institution will be required to provide the Methodology for the services to be provided under this contract as per the following format:

Activities	Parameters	Frequency	Timeline

7.2 Training Venue

The selected Consultant Agency/Firm/Institution shall be responsible for arranging, managing and maintaining logistics for the entire duration of the capacity building programmes in Meghalaya.

7.3 Deliverables

The deliverables include:

1. List of key personnel with educational qualifications recruited and trained for Conducting Training of Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme.
2. Detailed analysis and consultation with officials of the Law Department to streamline the training process
3. Preparation of summary report on the consultation sessions to the Secretary, Law Department
4. Preparation of training strategies along with approaches, methodology, verticals etc
5. Gap analysis from time to time to evaluate the effectiveness of the training programme
6. Carry out the evaluation of the training at the end of the training
7. Preparation of summary report on the training sessions to be shared with the Secretary, Law Department
8. Review of the learning modules and exercises post training to be shared with the Secretary, Law Department
9. Renowned national experts from various sectors to be brought as trainers for the programme
10. Submission of draft plan for executing the work. The plan should have recommendations on improving the training taking into consideration the needs of the state
11. Submission of final plan and to obtain approval from the authority

7.4 Indicative Milestones for the Capacity Building Programme:

The selected Consultant Agency/Firm/Institution shall impart the capacity building programmes/modules to the specified level of participants as indicated above. A proposed Training is indicated below, however, if required, the selected Consultant Agency/Firm/Institution may change/modify to make it better. But, in any case, the capacity building has to be successfully executed within twelve months from the date of signing of the contract. The proposed Implementation Milestones is indicated below:

#	Milestones to be achieved	Time period
1	Signing of Contract	

2	Submission of Project Plan, Training implementation schedule, Modules for the Training and Training plan	
3	First capacity building Programme for State/District and Fellows	
4	Capacity building Programme duration for all the stakeholders	
5	Final payment shall be made after completion Of the training programme as per the Training Plan together with submission of impact assessment report including participants feed-back.	

Unless otherwise indicated, an advance payment shall be made against an advance payment bank guarantee acceptable to the Law Department in an amount and in a currency specified in the RFP. Such guarantee (i) is to remain effective until the advance payment has been fully set off. The advance payments will be set off by the Law Department in equal portions against the lump-sum installments until said advance payments have been fully set off. All payments under this Contract shall be made to the accounts of the selected Consultant Agency/Firm/Institution.

7.5 Confidential Clause

All documents, information, statistics and data collected by the implementing Consultant Agency/Firm/Institution in the discharge of obligations under the agreement shall remain confidential.

SECTION VIII : EARNEST MONEY DEPOSIT AND PERFORMANCE GUARANTEE

1. The Earnest Money (EMD)

EMD shall be mandatory for all applicants. Earnest Money Deposit shall be forfeited if:

- a) The proposal is withdrawn before finalization of evaluation within the validity period.
- b) The applicant tries to influence the evaluation process in any manner.
- c) No interest shall be payable by the Authority for the sum deposited as Earnest Money Deposit

2. Performance Guarantee:

The selected Consultant Agency/Firm/Institution shall be required to furnish a Performance Bank Guarantee 4 months from date of expiry of Contract, As per Annexure - J of 2% of contract value only in the form of an unconditional and irrevocable bank guarantee from a nationalized bank in India in favour of the Secretary, Law Department, payable at Shillong which shall be retained till the end of the contract.

The Performance Guarantee must be submitted after award of contract but before signing of contract. The successful applicant's Performance Guarantee would be returned only after successful completion of tasks assigned to the Consultant Agency/Firm/Institution within the time frame and after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.

3. Forfeiture of Performance Guarantee

The Performance Guarantee shall be forfeited by the Authority if:

- a) The proposal is withdrawn during the validity period or any extension agreed by the Agency thereof.
- b) The proposal is varied or modified in a manner not acceptable to the Authority after award of contract during the validity period or any extension thereof.
- c) In case of breach of contract terms and conditions by the agency

SECTION IX : GENERAL CONDITIONS

The authority has the right to cancel the Tender at any time without giving any reasons.

9.1 Amendment to RFP document:

At any time prior to the deadline for submission of the Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an applicant, modify the RFP document by the issuance of Addendum/Amendment/Corrigendum and posting it on the official website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Office may, in its sole discretion, extend the last date of submission.

9.2 Duration of the Assignment:

The duration of the assignment will be for a period of 1 (one) year from the date of agreement between the Purchaser and successful bidder/agency.

9.3 Project Support:

The Authority will provide available necessary information, data, reports, and other documents required for accomplishing the objective of the assignment.

9.4 Reporting:

The Authority will review and monitor the progress of the assignment regularly and suggestions for improvement to the Agency will be given by the authority as and when required and the same is to be incorporated in the program with no additional cost.

9.5 Submission, Receipt and Opening of Proposals:

- a) The Proposals should be submitted duly sealed and addressed to the Secretary to the Government of Meghalaya, Law Department and deposited in a tender box or sent by courier/speed/registered post on or before 5 PM/17 hours of due date.
- b) Any Proposal received after the due date for submission of Proposals shall be rejected.
- c) The original proposal, both technical and financial proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Applicants themselves. The person who signed the proposal must initial such correction. Submission letters for both Technical and Financial proposals should respectively be in the format of TECHNICAL and FINANCIAL.

9.6 The first Envelope Technical proposal and shall be marked in bold letters as "TECHNICAL BID":

The Technical envelope should include the following besides others:

- a) Technical format covering letter Annexure - A
- b) Bank Draft/Demand Draft towards E.M.D
- c) Confirmation regarding furnishing Performance Security in case of award of contract
- d) Affix stamp of Rs. 25 on Original RFP document duly stamped and signed in each page

- e) Power of attorney in favour of signatory to RFP documents and signatory to Authorization letter
- f) Copy of the certificate of registration of GST with the appropriate authority
- g) Copy of Certificate of Incorporation (CoI) with the appropriate authority
- h) A declaration from the bidder to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of a government department under Government of India or Government of any State or any organization.

9.7 Eligibility Criteria:

- a) The Bidder should have completed or ongoing* assignments where capacity building/training programme is a core component and where 20 or more personnel have been trained
- b) The Bidder should have completed customized trainings for Central Government Ministries and Agencies, State Government Departments, UN agencies, Multilateral and Bi-lateral Agencies, NGOs and under CSR
- c) The Bidder shall have a minimum ten years of experience in carrying out similar or relevant capacity building activities or assignment / service with the Government of Meghalaya or any public institution. In support of this, a statement regarding assignments of similar nature successfully completed during the last ten years should be submitted as per proforma in Annexure - C'. Users' certificates regarding satisfactory completion of assignments should also be submitted. The assignment of Government Departments / Semi Government Departments should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders)
- d) The Applicant shall have, over the past 6 (six) years preceding the PDD (proposal due date), undertaken a minimum of 3 (three) Eligible Assignments
- e) The Applicant shall have, on the PDD (proposal due date), a minimum of 50 full time employees
- f) Declaration or affidavit with Rs.100/- stamp paper, that the Bidders are not presently blacklisted by the Purchaser or by any State Government or its organizations by Government of India or its organizations.
- g) The Applicant shall have received a minimum revenue of Rs. 20 crores per annum from professional fees during each of the 3 (three) financial years FY 2019-20, FY 2020-21 and FY 2021-22 In case audited Annual Financial Statements for FY 2021- 22 are not available, the revenue from professional fees from FY 2018-19 to be considered instead of FY 2020-21.
- h) Company/Firm should have a Permanent Account Number (PAN), GST registrations (copies to be enclosed). IT returns copies for the last three year (FY 2019-20, 2020-21 & 2021-22) to be submitted.

- i) Self-attested copy of a Cancelled Cheque of the Firm clearly indicating Bank Name, Branch, Account Number, IFSC.
- j) The Agency should have an office in Shillong, Meghalaya

*Only ongoing assignments where 30% or more of overall contract value has been received by the applicant will be considered. In such cases CA certified bank statements would be sufficient.

* For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory, capacity building or consultancy services to its clients. In case of Academic/Research/Not-for-Profit Institutions, grant- in-aid for professional services will be considered as revenue.

* Joint Venture is not allowed

9.8 Operational Criteria:

- a) The bidder must have been engaged in capacity building/training activities related to work with more than two Departments in the last 3 years.
- d) The team members of the agency should have experience in working with national and international agencies
- e) The team members of the agency should have at least two team members who have/has international experiences with at least two international organizations with not less than 10 years.
- f) The team members of the agency should have experience working at the Ministry or National Commissions level, attached to either Central Government or National governance systems.
- i) The team members of the agency should have:
 - Project Director - Ph. D (or equivalent) in Economics/ Public Policy/Sociology or Management). Should have at least 2 Peer Reviewed Journal Publications
 - Lead Trainer - Master's Degree (or equivalent) in Economics/ Public Policy/ Management or Education. Should have at least 2 Peer Reviewed Journal Publications
 - Training Coordinator - Master's Degree (or equivalent) in Economics/ Public Policy/ Management or Education. Should have at least 1 Peer Reviewed Journal Publications
- l) At least two of the lead team members of the team should possess command over at least two of the local or official language including speaking, reading and writing.

9.9 The second Envelope Financial proposal and shall be marked in bold letters as "FINANCIAL BID":

- a) The second envelope shall contain the financial proposal and shall be marked in bold letters as "FINANCIAL BID". Prices shall be inclusive of all taxes, duties, price quoted should cover all expenses and quoted in the proforma enclosed at "Annexure-E" as per scope of work / service to be rendered.
- b) An authorized representative of the Applicants shall bear his/her initial all pages of the original Technical & Financial proposals along with official seal. The authorization shall be in the form of a written power of attorney accompanying the proposal or on any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial proposals shall be marked 'ORIGINAL'
- c) The original and all copies of the technical proposal including EMD, non-refundable court fee stamps of Rs. 10, documents shall be placed in a sealed envelope clearly marked 'TECHNICAL PROPOSAL'. Similarly, the original financial proposal in prescribed formats shall be placed in a sealed envelope clearly marked 'FINANCIAL PROPOSAL' followed by the name of the Assignment/ Job. The envelopes containing the Technical proposals, financial proposals and EMD shall be placed into an outer envelope and sealed. All envelopes (two inner and one outer) must bear the full address of the agency at the left hand bottom corner of the envelope. The envelope shall bear the submission address, RFP reference number be clearly marked.
- d) The Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/ or marked as stipulated. These circumstances may be the case for proposal rejection. If the Financial proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non- responsive.
- e) The proposals must be sent to the address indicated above and received by the authority later than the time and the date indicated in the above, or any extension to this date. Any proposal received by the Authority after the deadline for submission shall be returned unopened.
- f) The Proposal with conditions other than those specified in the RFP document is liable to be summarily rejected. No modification by the applicant in any of the conditions will be permitted after the proposal is opened

- g) The firm should confirm in the technical bid that he/she has quoted composite cost of all activities and performing the activities as highlighted under scope of work.
- h) No escalation in the rates on any accounts will be permitted during the Rate Contract period
- i) The firm shall be responsible for in-complete work/not matching as per Rate Contract or as per scope of work and responsible for rectification within stipulated time and failure to which the compensation will be recovered as decided by Law Department, Meghalaya.
- j) No increase in the cost will be considered for any reason, unless there are major changes in the scope of work.
- k) Law Department, Meghalaya does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever. Law Department, Meghalaya also reserves the right to re-issue the tender without the vendors having the right to object to re-issue.
- l) All legal disputes will be subjected to Meghalaya jurisdiction.
- m) All the operational cost within the declared scope of work including the cost of deployment of the personnel will be borne by the Agency.

SECTION X : PROPOSAL OPENING

The Authority shall open the proposals in the presence of applicants or their authorized representative who wish to be present at the time of opening of proposals on the due date.

SECTION XI : AWARD OF CONTRACT

The Authority shall issue Letter of Intent to the applicant whose offer has been found technically and financially responsive. The applicant shall within 10 days of issue of Letter of Intent, give his Letter of Acceptance along with Performance Guarantee.

SECTION XII : SIGNING OF AGREEMENT

Signing of Agreement shall constitute award of hiring contract on the successful applicant. Upon the successful applicant furnishing the Performance Guarantee, the Authority shall release its Earnest Money Deposit.

SECTION XIII : ANNULMENT OF AWARD

Failure of the successful applicant to comply with the requirement under Scope of Work constitutes sufficient ground for the annulment of the award and forfeiture of the Performance Guarantee in which event the Authority may make the award to any other applicant at the discretion of the Authority or call for new proposals.

SECTION XIV : PERIOD OF VALIDITY OF PROPOSALS

The proposals shall remain valid for a minimum period of 1 (one) year from the award of contract. However, the validity of the proposal is subject to time-lines of the Project that may alter the contract period. The selected Agency will be called for a discussion about changes to be made if any. An applicant accepting the request of the Authority for an extension to the period of proposal validity will not be permitted to modify his proposal.

SECTION XV : APPLICATION

Submission of proposal against this offer shall bind the applicant for the acceptance of all the conditions specified herein unless otherwise agreed by the Authority.

SECTION XVI : FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract and the performance shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Authority as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option, terminate the contract.

SECTION XVII : ARBITRATION

In the event of any question, dispute or difference arising under the agreement or in connection therewith if not settled amicably (except as to matter the decision to which is specifically provided under this agreement), the same shall be settled in the Competent Civil Court at Shillong.

SECTION XVIII: PAYMENT TO SELECTED AGENCY

1. The selected Agency should submit a bill for payment for the work as detailed in the RFP and contract agreement thereof. The invoices submitted shall commensurate with achievement of the scheduled milestones mentioned above. All invoices are deemed to be accepted unless disputed within 30 days from the receipt of the invoice by the client.
2. All invoices are to be raised by the selected Consultant Agency/Firm/Institution after completion of each milestone as mentioned in the RFP. The selected Consultant Agency/Firm/Institution should submit invoices to the Law Department on a monthly basis duly accompanied by evidence of services provided viz. report submitted etc.

SECTION XIX : PENALTY CLAUSE

1. Any delay from the time schedule stipulated by the Authority post signing of contract agreement or delay to rectify any errors for the items of work listed under 'Scope of Work' or in any other part of the RFP would invite a penalty from the amount due to the Agency for that work as per penalty clause mentioned at para 2 below. Repeated undue delays may attract cancellation of the Contract and blacklisting of the selected Agency by the Authority.
2. Unless the penalty is waived by the the Secretary, Law Department, Meghalaya, the successful Tenderer shall have to pay the penalty. In case the agency fail to deliver the work assigned or any consignment thereof, within the period prescribed for such delivery/work, the Purchaser shall be entitled at his/ her option, to the following:

Delayed Penalty & Liquidity Damage:

On two calendar weeks delay from Delivery/Work Due Date, attributed to the agency	0.50% from the total Work Order value
Every calendar week of delay after that attributed to the agency	0.25% from the total Work Order value

Overall cumulative penalty to be capped at 5.00 % of total work order value. Any delays beyond this is liable to be considered as non-performance, breach of contract and terms and conditions, and may lead to termination of engagement.

SECTION XX : TERMINATION OF ENGAGEMENT/CONTRACT

Authority may terminate the Contract of the Agency in case of occurrence of any of the events specified below:

1. If the Consultant Agency/Firm/Institution becomes insolvent or goes into compulsory liquidation.
2. If the Consultant Agency/Firm/Institution, in the judgment of Authority, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
3. If the Consultant Agency/Firm/Institution submits a false statement which has a material effect on the rights, obligations or interests.
4. If the Consultant Agency/Firm/Institution places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest.
5. If the Consultant Agency/Firm/Institution breaches the Terms and Conditions of the contract.

SECTION XXI : SPECIAL CONDITIONS OF CONTRACT-I

1. In case the date fixed for opening of proposals is subsequently declared as holiday by the Government, the revised schedule will be notified. However, in absence of such notification, the proposals will be opened on the next working day with the time and unaltered.
2. Authority reserves the right to disqualify such applicants who have a record of not meeting contractual obligations against earlier contracts entered into with The Secretary, Law Department Meghalaya.
3. Authority reserves the right to blacklist an applicant for a suitable period in case he fails to honour his proposal without sufficient ground.
4. The engagement and payment of wages to the personnel is the sole responsibility of the applicant and any breach of such laws or regulations shall be deemed to be breach of this contract.
5. Authority reserves the right to counter offer price against price quoted by the applicant as per the bench-marked price.

SECTION XXII : SPECIAL CONDITIONS OF CONTRACT-II

1. This RFP is illustrative in nature and all narrations are intended to be used by the applicant as a preliminary background explanation. This RFP does not necessarily contain all relevant information and the Authority reserves the right to amend its requirements or information contained in this document at any time during the RFP process.
2. The Authority offers no warranties in regard to the information contained in this RFP and shall not be liable for any loss or damage as relates to this RFP for any applicant, potential applicant or any other third party arising as a result of reliance on this RFP information or any subsequent communication.
3. The Authority decides to select an applicant for the services, at that time a detailed Work Order will be issued to the applicant selected. This Work Order will not be made available until the selection of a successful applicant.
4. Neither the RFP document nor any other related document shall constitute a contract or agreement with Authority.
5. The Authority reserves the right to disqualify any applicant who provides information which later proves to be incorrect, or which does not supply the information required by this RFP.
6. The Authority will not be liable for any costs of any applicant participating in this RFP.
7. The submission of a response to this RFP by any applicant or potential applicant confirms the applicant or potential applicant's acceptance of all terms and conditions of this RFP.
8. Respondents to this RFP or their agents may not make any contact with any party employed or directly associated with the Authority as relates to this RFP.
9. Considering the urgency of work, The Secretary, Law Department Meghalaya will be at liberty to close the bidding process at any time before the bidding closure date.
10. Proposals must remain open for acceptance for a minimum of 180 days.
11. Any query/ requests for clarifications on the RFP by the Applicant should be sent via email (only)

12. Since this is work undertaken on an urgent basis, Pre-bidding on queries/requests for clarification can be sought on e-mail addressed to law.deptt-meg@gov.in , 15 days prior Tender submission date.

13. Amendment of RFP Document: At any time prior to the deadline for submission of the RFP, Law Department Meghalaya may for any reason, modify the RFP document. The amendment document shall be notified through the website of the the Secretary, Law Department, Meghalaya and such amendments shall be binding on all the bidders.

14. Disqualification: The Secretary, Law Department, Meghalaya may at its sole discretion and at any time during the evaluation of RFP, disqualify any applicant, at the applicant:

- a) Misleading or false representations in the forms, statements and attachments submitted in proof of the eligible requirements.
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any or the projects in the preceding three years.
- c) Submitted a proposal that is not accompanied by required documentation or is non- responsive
- d) Failed to provide clarification related thereto, when sought.
- e) Was declared ineligible/blacklisted by the State/UT/Central Government. Tried to influence the evaluation process either directly or indirectly.

15. Area of Work: The engaged agency will cater to the specific needs of the training as assigned by the Law Department, Government of Meghalaya

16. Termination: If in the view of the Secretary, Law Department, Meghalaya, the performance of an agency is not satisfactory, then Law Department, Meghalaya may at sole discretion, terminate the engagement, for that particular project as well as terminate the agency's engagement with Law Department, Meghalaya and in doing so, shall intimate the agency in written with the termination letter. The decision of Law Department, Meghalaya in this matter shall be final and binding.

17. Payment Terms Schedule:

- a) Payment will be released by the Secretary, Law Department, Meghalaya
- b) Indicative Payment terms shall be made as indicated below:

#	Milestones to be achieved	Payment Schedule (% of Contract Value in INR)
1	Signing of Contract	10% (as advance against submission of bank guarantee)
2	Submission of Project Plan, Training implementation schedule, Modules for the Training and Training plan	10%
3	First Capacity building Programme for State/District and Fellows	20%
4	Capacity building Programme duration for all the stakeholders	50%
5	Final payment shall be made after completion of the training programme as per the Training Plan together with submission of impact assessment report including participants feedback.	10%

18. Selection Procedure:

Combined Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. The First Envelope containing TECHNICAL BID will be opened in the initial stage by the Law Department in presence of the bidder's representatives at the location, date and time specified in the RFP. Financial bids of only technically eligible bidders shall be opened after the Technical evaluation.

19. Evaluation Process:

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (ST) in accordance to the marks obtained during the technical evaluation stage. There shall be 80 % weightage to technical score and 20 % weightage to financial score.

The individual bidder's financial score (SF) will be evaluated as per the formula given below:

$$\text{SF} = [\text{Fmin} / \text{Fb}] * 100 \text{ (rounded off to 2 decimal places)}$$

where,

SF = Normalized financial score of the bidder under consideration

Fmin = Minimum financial quote among the technically qualified bidders

Fb = Financial quote of the bidder under consideration

$$\text{Combined Score (S)} = \text{ST} * 0.7 + \text{SF} * 0.3$$

Where, ST = Technical score secured by the bidder

The bidder securing the highest evaluated Combined Score (S) will be awarded the Contract observing due procedure. For evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the Consultant including overhead expenses, such as travel, accommodation, logistics, report preparation, printing & other secretarial expenses.

ANNEXURE - A: TECHNICAL FORMAT FOR COVERING LETTER (ON RESPONDENT'S LETTERHEAD)

**To,
The Secretary to the
Government of Meghalaya
Law Department,
Secretariat, Main Building,
Shillong, Meghalaya 793001**

Dear

Sub: Selection and Engagement of Consultant Agency/Firm/Institution for Conducting Training of Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme for a period of 1 year

We have read and understood the Request for Proposal (RFP) along with Draft Contract Agreement (Annexure -M) in respect of the captioned Assignment provided to us by the Secretary of the Law Department, Meghalaya. We hereby agree and undertake as under: Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is qualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP provided to us.

This Proposal is valid till _____ (At least 1 year from the Proposal Due Date). Please find enclosed herein with the Proposal the Demand Draft bearing number for Rs. 3,00,000- (Rupees three lakh thousand only) drawn in favour of "the Secretary to the Government of Meghalaya, Law Department" payable at Shillong towards the 'Earnest Money Deposit', dated this _____ day of. 2022.

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

Dated this : [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Name of Firm:

Address:

Organization's seal:

ANNEXURE - B : UNDERTAKING

1. I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed work of the Authority and shall abide by them.
2. I/We further undertake that the information given in the RFP are true and correct in all respects and I/We hold the responsibility for the same.
3. I/We confirm that our Agency/Organization is not blacklisted in any manner whatsoever by the Central Government or any regulator/statutory body under Government of India.
4. It is hereby confirmed that Mr./Ms..... is/are entitled to act on behalf of our Agency and empowered to sign this document as well as such other documents, which may be required in this connection.
5. It is also undertaken that we have in-house capability to take-up the assignment.

Dated this : [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Name of Firm:

Address:

Organization's seal:

ANNEXURE - D : FINANCIAL FORMAT FOR FINANCIAL PROPOSAL

(On the letter head of the bidder)

**To,
The Secretary to the
Government of Meghalaya
Law Department,
Secretariat, Main Building,
Shillong, Meghalaya 793001**

Dear

Sub: Selection and Engagement of Consultant Agency/Firm/Institution for Conducting Training of Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme for a period of 1 year

We are pleased to quote our price bid. We have reviewed all the terms and conditions of the 'Request for Proposal' and confirm that we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP.

The Financial Proposal rates are enclosed herewith as above shall cover all expenses incurred by us in fulfilling our commitments as per Scope of Works.

We further certify that we shall follow the Scope of Services, without any deviations, enumerated in this RFP, if the Assignment is awarded to us.

Dated this : [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Name of Firm:

Address:

Organization's seal:

ANNEXURE - E : FINANCIAL BID

(To be submitted by all tenderers / bidders in their letter head)

Name of the Tenderer:.....

Name of Work	Volume of Work	Basic cost (INR) 'A'	Tax amount 'B'	Total amount/Month (A+B)
Selection and Engagement of Consultant Agency/Firm/Institution for Conducting Training of Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme for a period of 1 year	As per Table- A	(to quote as per the total amount)		

1. The financial quotes should cover the entire cost.
2. The price shall be firm and inclusive of all taxes presently in force.
3. The bidder quoted the lowest rate shall be taken as the successful bidder and award the contract.
4. The Payment will be made on the actual volume of work done per activity in a month (i.e. Rate per unit X volume of work done) and on submission of physical report for the work done.

Signature.....

Name.....

ANNEXURE - F : FINANCIAL STRENGTH OF THE FIRM

Sl. No.	Financial Strength	Turnover (in INR Lakh)
1.	FY 2019-20	
2.	FY 2020-21	
3.	FY 2021-22	
Total		
Average for the last 3 years		

(To be supported with Audited Financial Statements)

ANNEXURE - G: CAPACITY BUILDING ACTIVITIES CONDUCTED IN MEGHALAYA/OTHER STATES/NATIONAL & INTERNATIONAL AGENCIES**i) Past Experience**

Sl. No.	Name of the training activity conducted	Department/Organization with address	Year

(* furnish details in the table below, use separate tables for each project)

Sl. No.	Item	Details
1.	General Information Client Name	

	Address	
2.	Training Details Name of the training Start Date/End Date Current Status (work in progress, completed etc.) Participants trained	
3.	No. of locations	
4.	Brief description of scope of work	
5.	Size of the Project Order Value of the project (in lakh)	

ii) Office locations

Sl. No.	City	Address

ANNEXURE - H : KEY AND NON-KEY RESOURCES TEAM

Sl. No	Name of the Resources	Higher Education Qualification (specify the degree)	Year of passing	Board/University

ANNEXURE - I : PROJECT BUDGET EXECUTED

Sl. No.	Name of the Training Project/Department	Cost of the project (Rs in Lakh)	Duration	Completion status with completion certificate

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignments. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

ANNEXURE - J :PROFORMA FOR BANK GUARANTEE

**To
The Secretary to the
Government of Meghalaya
Law Department,
Secretariat, Main Building,
Shillong, Meghalaya 793001**

WHEREAS.....(Name and address of the Training Agency) (Hereinafter called “Implementing Agency” has undertaken, in pursuance of contract No..... dated (Herein after “the contract”) for Conducting Training of Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme for a period of ____ month/year under the Law Department, Shillong.

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the implementing agency;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the implementing agency, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the implementing agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as a foreside, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the implementing agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 18 (eighteen) months from the date of signing of contract i.e. up to. (Indicate date)

(Signature with date of the authorized officer of the Bank):

Name and designation of the officer:

Seal, name & address of the Bank and address of the Branch:

ANNEXURE - K : DECLARATION BY BIDDER

I / We agree that we shall keep our price valid for a period of minimum one year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No. /

I / We do hereby declare I / We have not been de-recognized / black listed by any State Govt. / Union Territory / Government of India / Government Organization / Govt. Health Institutions.

Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.

ANNEXURE - L : DRAFT CONTRACT FORMAT

CONTRACT FORM FOR FOR CONDUCTING TRAINING OF OFFICERS OF THE LAW DEPARTMENT AND OTHER DEPARTMENTS/FELLOWS UNDER THE P.A. SANGMA FELLOWSHIP FOR LEGAL AND POLICY RESEARCH PROGRAMME FOR A PERIOD OF _____ MONTH/YEAR UNDER THE LAW DEPARTMENT, GOVERNMENT OF MEGHALAYA

**To,
The Secretary to the
Government of Meghalaya
Law Department,
Secretariat, Main Building,
Shillong, Meghalaya 793001**

Contract No. dated

This is in continuation to this office's Notification for Award of contract No dated.

Name & address of the implementing Agency.....

Reference: (i) Request For Proposal No Datedand subsequent Amendment No , dated (if any), issued by the Tender Inviting Authority (ii) Selected Agency Tender No Datedand subsequent communication(s) NoDated (if any), exchanged between the Selected Agency and the Authority in connection with this tender.

THIS AGREEMENT made the Day of.....2022 between (name of tender inviting authority) (hereinafter called the Procurer) of one part and (name of survey agency) (Hereinafter called the Selected Agency) of the other part:

WHEREAS the Procurer is desirous that certain services/work should be provided by the Selected Agency, viz, (brief description of services) and the Procurer has accepted a tender submitted by the Selected Agency for the Services/Work for the sum/Rupees per unit listed below (Contract price in words and figures) (Hereinafter called the Contract Price):

1.

2.

3.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
 - a) Terms and Conditions;
 - b) Location and Description of Services/Items;
 - c) Job Description/Scope of work;
 - d) Purchaser's Notification of Award.
 - e) Any other Terms and Conditions as cited in the RFP document.
2. In consideration of the payments to be made by the Procurer the Selected Agency hereby covenants to provide the services/work for the specified items in conformity in all respects with the provisions of the Contract
3. The Procurer hereby covenants to pay the Selected Agency in consideration of the services/work, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee is valid till [(fill the date) for an amount of Rs. [(fill amount) equivalent to 2% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the RFP document within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.
5. Payment terms: The payment of services/work will be made against the bills raised to the Procurer by the Selected Agency after satisfactory completion of said work/services, duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying authority: (name of the Procurer i.e. Office, Authority)

Signature

Signature

Received and accepted this contract
Shri.....
Designation.....
For and on behalf of

Secretary, Law Deptt or and on behalf of
Government of Meghalaya, Shillong

Witness: Signature

.....
.....
.....
.....
.....
.....

Witness: Signature

.....
.....
.....
.....
.....
.....

Date:

Place:

1. Approach and Methodology including plan of executing plan, quality, timeline etc.

** Please attach a separate sheet for work plan if space is not enough*

2. Comments Schedule and Suggestions on the Scope of Work and Implementation (To be furnish by the implementing agency in case of any suggestion)

** Please attach a separate sheet for work plan if space is not enough*

Dated: Shillong the ____ / ____ /2022

ANNEXURE - M : REQUEST FOR PROPOSAL

The Secretary, Law Department, Government of Meghalaya is inviting Tender from the interested or the authorized and experienced firms for selection and engagement of Consultant Agency/Firm/Institution for Conducting Training of Officers of Law Department and Other Departments/Fellows under the P. A. Sangma Fellowship for Legal and Policy Research Programme for a period of ____ month/year under the Law Department, Meghalaya. The details of scope of work, Terms and conditions, etc. can be downloaded from www.meglaw.gov.in

Sale of Request For Proposal (RFP) Document:/...../2022

Last date for submission of RFP Document:/S...../...../2022 up topm

Any changes or any further notifications in respect to the above Request For Proposal (RFP) Document shall be made available only at the above mentioned website. Hence respective bidders are advised to visit the website regularly for the above purpose.

For any query Contact: Procurement, Law Department Contact no: 0364 - 2210132

Secretary,
Law Department
Meghalaya, Shillong

ANNEXURE - N : PRESENTATION

Subsequent to the opening of the technical proposal of the RFP, the responsive bidders will be called for a presentation of the technical proposal. The structure given below should be followed. All information provided should be the same as provided in the RFP.

STRUCTURE OF THE PRESENTATION

1. About Agency – 5 slides

Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/Job. The brief description should include ownership details, date and place of incorporation of the firm, organization structure in terms of departments/cells for various capacity building/training activities, branch offices etc. Profile and credentials of key staff engaged in module development & capacity building training.

2. Agency Experience

Using the format below, provide information on each Assignment/Job – 3 slides per Job

Using the format below, provide information on each Assignment/Job for which your firm is carrying/carried out Assignment/Job similar to the ones requested under this Assignment/Job:

- a) Name of Employer :
- b) Total No of staff and months of the Assignment/Job:
- c) Approx. value of the contract (in Rupees) :
- d) Start date (month/year): Completion date (month/year)
- e) Central Government Ministries and Agencies, State Government Departments, UN agencies, Multilateral and Bi-lateral Agencies, NGOs and under CSR
- f) Description of actual Assignment/Job provided by your staff within the Assignment/Job:

3. Description of Approach, Methodology and Module Designing and Work Plan – 10 slides