

GOVERNMENT OF KARNATAKA

REQUEST FOR PROPOSALS (RFP NO.)

FOR THE CONSULTANCY ASSIGNMENT

(Name of the Assignment)

.....
(Name of the Organization)

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

(Address)

Telephone:

Fax:

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SECTION: 1– LETTER OF INVITATION (LOI)

(Name of the Consultant)

(Location and Date)

Dear Sir:

Subject:..... (*Name of the Assignment*)

1. You are hereby invited to submit Technical and Financial proposals required for the above consultancy assignment, which could form the basis for future negotiations and ultimately a contract between your firm and (*Name of the Client- herein after referred to as Client*)

2. The purpose of the assignment is to¹:

- (a)
- (b)
- (c)
- (d)

3. The following documents are enclosed to enable you to submit your proposal:

- (a) Terms of Reference (TOR) – Annexure 1
- (b) Supplementary Information for the including suggested formats for the submission of Technical and Financial Proposals –Annexure 2
- (c) Form of Contract for Consultant’s Services under which the Services will be performed. (Annexure 3)

4.² In order to obtain first hand information on the assignment and local conditions, it is considered desirable that a representative of your firm visit the Client before the proposal is submitted. Your representative shall meet the following officials:

(Name, address, telephone number, fax number)

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

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

5. Submission of Proposals:

The proposals shall be submitted in two parts viz., “**Technical**” and “**Financial**” and should generally follow the Forms given in the “Supplementary Information to Consultants”

You will provide detailed breakdown of costs and fees as follows:

- Remuneration;
- Reimbursable such as per diem, transportation etc.;
- Report reproduction; and

¹ Give in brief the Objectives of the Assignment or give reference to the relevant paragraphs of the TOR.

² Delete if considered not necessary.

The proposals will be received in the Office of the Client up to 1500 hours on

6. Deciding the Award of Contract:

Quality and competence of the consulting services shall be the paramount requirement.

- (i) The negotiations will be held with you only if the Technical Proposals as submitted by you are acceptable. You must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your Financial Proposal.
- (ii) Negotiations will commence with a discussion of your Technical Proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TORs. Agreement will then be reached on the final TOR, the staffing and staff months, logistics and reporting. Special attention will be paid to optimization of the required outputs from you and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Contract.
- (iii) Changes agreed will then be reflected in the Financial Proposal using proposed unit rates
- (iv) The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- (v) The negotiations will be concluded with a review of the draft form of contract. The Client will finalize the contract to conclude negotiations.
- (vi) If the negotiations with you are successful, the award will be made to you. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with you, the process of selection of Consultant, issue of Letter of Invitation etc. will be repeated till an agreed contract is concluded.

- 7. Please note that the Client is not bound to select any of the firms submitting proposals.
- 8. It is estimated that about Man-months of services will be required for this assignment and generally you should base your financial proposals on this figure. However, you should feel free to submit an alternative proposal on the basis of man-months considered necessary by you to undertake the assignment.
- 9. You are requested to hold your proposal valid for 90 days from the date of submission without change in the personnel proposed for the assignment and your proposed price. The Client will make its best efforts to conclude the Contract within this period.
- 10. Please note that the cost of preparing a proposal and of negotiating a contract including visits if any is not reimbursable as a direct cost of the assignment.
- 11. Assuming that the contract can be satisfactorily concluded in, (month/year) you should be expected to take up/commence the assignment in (month/year).
- 12. We wish to remind you that any manufacturing or construction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
- 13. Please note that the remuneration which you receive from this assignment will be subject to normal tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.

14. We would appreciate if you inform us by Telex/Cable/E-mail/Facsimile

- (a) Your acknowledgement of the receipt of this letter of invitation, and
- (b) Whether or not you will be submitting a proposal

Yours faithfully

()

The Client

Annexures:

- 1. Terms of Reference (TOR)
- 2. Supplementary Information to Consultants
- 3. Contract format under which Assignment will be performed

TERMS OF REFERENCE (TOR)

The Terms of Reference should include the following:

1. Background
2. A concise statement of the objectives of the assignment
3. An outline of the tasks to be performed
4. Schedule for the completion of the tasks
5. Data, services, and facilities to be provided by the Client
6. Final outputs (i.e., Reports, drawings, etc.,) that will be required of the Consultant
7. Composition of the Review Committee and review procedure to monitor Consultant's work
8. List of Key positions, whose CV and experience would be evaluated.

SUPPLEMENTARY INFORMATION FOR THE CONSULTANTS**Proposals:**

1. Proposals should include the following information:
 - (a) **Technical Proposal:**
 - (i) Technical and Financial Proposal Submission in Form F-1
 - (ii) A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last three years in the format given in Form F-2;
 - (iii) Any comments or suggestions of the Consultant on the TOR
 - (iv) A description of the manner in which Consultants would plan to execute the assignment, work-plan, time schedule in Form F-3 and approach or methodology proposed for carrying out the assignment;
 - (v) The composition of the team of personnel which the Consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4;
 - (vi) Curricula Vitae of the individual key staff members to be assigned for the assignment and of the team leader who would be responsible for supervision of the team. The curricula Vitae should be in Form F-5 and signed by the concerned personnel.
 - (vii) The Consultant's comments, if any, on the data, services and facilities to be provided by the Client as indicated in the TOR.
 - (b) **Financial Proposal:**
The financial proposal should include the following:
 - (i) Cost Estimate of Services, List of Personnel and Schedule of Rates in Form - 6
2. Two copies of the Proposals should be submitted to the Client.
3. The Consultants should note that the Contract for this Assignment will be with the Client ----- (Project Agency). Payments to the Consultants shall be made in accordance with the agreed payment schedule and incorporated in the Contract. The Client proposes the following payment schedule for consideration of the Consultant.³
 - (i) 10% of Contract price: After signing of contract and submission of Inception Report.
 - (ii) 50% of Contract Price: On submission of Intermediate Reports as stipulated and their approval by the Client
 - (iii) 20% of Contract Price: On submission of Draft Final Report
 - (iv) 20% of Contract Price: On approval of Final Report.
4. **Review of reports:**
A review committee (to be restricted to three members) consisting of the following officers will review all reports of Consultants (Inception, Monthly, Quarterly and other re[ports) and suggest any modifications/changes considered necessary within 15 days of receipt.
.....
.....
.....

³ Modify as appropriate for the Assignment

FORM F – 1

FORM OF SUBMISSION OF TECHNICAL/FINANCIAL PROPOSAL

From:

To:

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

(Name of Consultant)

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

(Name of Client)

Sir:

Hiring of Consultancy Services for
Reference: RFP No. Your letter dated

We herewith enclose Technical and Financial Proposals for the above assignment

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely “Prevention of Corruption Act 1988”

Yours faithfully,

Signature:.....

Name:.....

Address:.....

.....

.....
(Authorized representative)

FORM F – 2**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS**

1. Brief description of the Firm/Organization

2. Outline of the recent experience on assignments of similar nature:

Sl. No	Name of assignment	Name of project	Client	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

[Note: Please attach certificates from the Client by way of documentary proof]

FORM F – 3**WORK PLAN TIME SCHEDULE**

A. Field Study:

Sl. No.	Item	Month-wise Program ⁴							
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th

B. A short Note on the Approach and Methodology outlining various steps for performing the Assignments

C. Completion and submission of Reports⁵

- 1 Inception Report
- 2 Monthly Reports
- 3 Quarterly Reports
- 4 Draft Final Report
- 5 Final Report

D. Comments/Suggestions on Terms of Reference

E. Comments on the data, services and facilities to be provided by the Client.

⁴ The period should match with the period of completion of assignment as given in the TOR.

⁵ The Reports should match with that specified in the TOR.

FORM F – 4**COMPOSITION OF THE TEAM PERSONNEL AND THE TASK ASSIGNED TO EACH TEAM MEMBER**1. **Technical/Managerial Staff**

Sl.No.	Name	Position	Task assignment
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2. **Support Staff**

Sl.No.	Name	Position	Task assignment
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FORM F - 5

**SUGGESTED FORMAT OF CURRICULA VITAE
FOR MEMBERS OF CONSULTANT'S TEAM**

- 1. Name:
- 2. Profession/
Present Designation:
- 3. Years with Firm/Organization: _____ Nationality:
- 4. Area of Specialization: _-----
- 5. Proposed Position on Team: _.....
- 6. Key Qualifications:

(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

- 7. Education:

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)

- 8. Experience:

(Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

- 9. Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member

Date:.....
Place:.....

FORM F – 6

COST ESTIMATE OF SERVICES, LIST OF PERSONNEL, SCHEDULE OF RATES⁶

1. Remuneration of Staff(Professional/Managerial/Support)

Designation	Name	Rate (Rs.) (per day/month)	Period (days/months)	Total Amount (Rupees)
(a) Team Leader
(b)
(c)
(d)
(e)
(f)
Sub-Total (1)			

2. Other Expenditures:⁷

Item	Rate (Rs)	Unit	Total Amount (Rs.)
(a) Travel
(b) Local Transportation
(c) Per diem
(d) Others (Give details)
.....
.....
.....
.....
Sub-Total (2)		

TOTAL COST (REMUNERATION & OTHER EXPENDITURES)

CONTINGENCY⁸

TOTAL COST ESTIMATE (In Figures)

Total Cost Estimate (In Words)

⁶ The break up of the cost estimate is for the information of the Client to judge the reasonableness of the cost. However payments will be made on the basis of deliverables as specified in the Contract.

⁷ To include expenses for travel, per diem, local transportation, communications, report preparation costs, and other costs as may be necessary for the satisfactory implementation of the assignment.

⁸ It will range from 0 to 15% depending on the nature of the assignment and would be negotiated by the Client before finalization of Contract Price.

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

- (i) The Consultant shall perform the services specified in Attachment A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- (ii) The Consultant shall provide the personnel listed in Attachment B, “Consultant’s Personnel” to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, “Consultant’s Reporting Obligations”.

2. Term:

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment:**A. Ceiling**

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The Schedule of payments shall be as under⁹:

- | | |
|------------------------------|--|
| (i) 10% of Contract price- | After signing of contract and submission of Inception Report. |
| (ii) 50% of Contract Price- | On submission of Intermediate Reports as stipulated and their approval by the Client |
| (iii) 20% of Contract Price- | On submission of Draft Final Report |
| (iv) 20% of Contract Price- | On approval of Final Report. |

⁹ Modify as necessary in order to reflect the output required as described in Attachment C

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

D. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 60 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. **Contract Administration:**

A. Coordinator:

The Client designates Mr./Ms. As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports:

The Reports listed in Attachment C, "Consultant's Reporting Obligations" shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

5. **Performance Standards:**

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality:**

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultants not to be engaged in certain activities:**

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property

arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgements of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. Taxes:

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.

For the Client

Signed by:

Name and designation

Date:

Place

For the Consultants

Signed by:

Name and designation

Date:

Place:

List of Attachments to the Contract :

- Attachment A: Description of Services
- Attachment B: Consultants Personnel
- Attachment C: Consultant's Reporting Obligations