

GOVERNMENT OF KARNATAKA

REQUEST FOR PROPOSALS (RFP NO.)

FOR THE CONSULTANCY ASSIGNMENT

(Name of the Assignment)

.....
(Name of the Organization)

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

(Address)

Telephone:

Fax:

CONTENTS

Annexure	Description	Page No.
	Letter of Invitation	3
Annexure 1	Terms of Reference	7
Annexure 2	Supplementary Information for Consultants	8
	Technical Proposal – Standard Forms	9
	Financial Proposal – Standard Forms	14
Annexure 3	Contract for Consultant Services	16

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”

5.1 The “**Technical**” and “**Financial**” proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Supplementary Information for Consultants. The first envelope marked “**Technical Proposal**”

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.

should include the description of the firm/organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan, methodology and approach in response to suggested terms of reference. The first envelope should not contain any cost information whatsoever. The second envelope marked "**Financial Proposal**" must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the consultancy services.

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

- Remuneration of staff
- Travel, accommodation, communication
- Report Reproduction etc.; and
-

Both the sealed envelopes should again be placed in a sealed cover which will be received in the Office of the Client up to 1500 hours on

5.2 Opening of Proposal

The proposal (first envelope containing Technical Proposal only) will be opened by the Client or his authorized representative in his office at 1530 hours on in presence of such consultants or their authorized representative who may choose to be present. It may please be noted that the second envelope containing the Financial Proposal will not be opened until evaluation of Technical Proposal has been completed and approved by competent authority.

6. Evaluation of Proposals

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening of financial proposals. The technical proposals will be evaluated using the following criteria:

- (i) the consultant's relevant experience for the assignment (5 points);
- (ii) the quality of the methodology proposed (25 points); and
- (iii) the qualifications and experience of the key staff proposed for the assignment (70 points)

Curricula Vitae of key personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the assignment should be included with the proposal (in the format of the sample curricula vitae). These personnel will be rated in accordance with:

- (i) General qualifications (30 points);
- (ii) Adequacy for the assignment (suitability to perform the duties of the assignment). These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc.(60 points);
- (iii) Their language and experience in the region (5 points)³
- (iv) Involvement in skills transfer program and training ability (5 points)⁴

7. Deciding the Award of Contract

Quality and competence of the consulting services shall be the paramount requirement. The decision of the award of the contract would be made as under:

- (i) Technical proposals scoring not less than 75% of the total points will only be considered for further evaluation;

³ Delete if considered not necessary

⁴ Delete if considered not necessary

- (ii) The Client shall notify those consultants whose proposals did not meet the minimum qualifying points or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening of the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail;
 - (iii) The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultant, the quality scores and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
 - (iv) The Evaluation Committee will determine whether the Financial Proposals are complete [i.e., whether they have costed all items of the corresponding Technical Proposals. If not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude the Consultant's Service Tax.
 - (v) The Client will select the lowest proposal ['evaluated' price] among those that passed the minimum technical score and invite them for negotiations.
 - (vi) During negotiations the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Financial Proposal.
 - (vii) Negotiations will commence with a discussion of the Consultant's 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 the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Contract.
 - (viii) Changes agreed will then be reflected in the Financial Proposal using proposed unit rates (No negotiations of the unit rates including man-month rates)
 - (ix) Having selected Consultants, among other things, on the basis of the evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Technical Proposal and prior to contract negotiations will require assurance from the Consultant that these staff will be actually available. 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.
 - (x) The negotiations will be concluded with a review of the draft form of contract. The Client and the Consultant will finalize the contract to conclude negotiations.
 - (xi) If the negotiations with the Consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with the winning Consultant, the Consultant quoting second lowest price will be invited for negotiations. This process will be repeated till an agreed contract is concluded.
8. Please note that the Client is not bound to select any of the firms submitting proposals.
9. 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.
10. 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 select a consultant firm within this period.
11. 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.

- 12 Assuming that the contract can be satisfactorily concluded in (month/year) you should be expected to take up/commence the assignment in (month/year).
- 13 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 forma a part.
- 14 Please note that if your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. However joint ventures between firms on the shortlist are not permitted except with the prior approval of Client. The request for a joint venture should be accompanied with full details of the proposed association.
- 15 An invitation to submit the proposals have also been sent to the following consultants:
.....
.....
.....
.....
.....
- 16. 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.
- 17. 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 Proposals:

- (i) Technical 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 Proposals:

The financial proposals should include the following:

- (i) Financial Proposal submission in Form – 6
- (ii) Cost Estimate of Services, List of Personnel and Schedule of Rates in Form - 7

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 payment⁵ schedule for consideration of the Consultant.

- (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.

.....

⁵ Modify as appropriate for each case.

FORM F – 1

FORM OF SUBMISSION OF TECHNICAL 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 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 – 3**WORK PLAN TIME SCHEDULE**

A. Field Study:

Sl. No.	Item	Month-wise Program ⁶							
		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 Reports⁷

- 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.

⁶ The period should match with the period of completion of assignment as given in the TOR.

⁷ 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

FORM OF SUBMISSION OF FINANCIAL PROPOSAL

From:

To:

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.....
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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 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 – 7

COST ESTIMATE OF SERVICES, LIST OF PERSONNEL, SCHEDULE OF RATES⁸

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:⁹

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)

CONTINGENCY¹⁰

TOTAL COST ESTIMATE (Figures and Words) (Figures)
(Words)

⁸ 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.

⁹ To include expenses for travel, local transportation, per diem, communications, report preparation costs, and other costs as may be necessary for the satisfactory implementation of the assignment.

¹⁰ 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 under¹¹:

- | | |
|------------------------------|--|
| (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. |

¹¹ 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