

Request for Proposal (RFP)

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Date:

Dear Sir/Madam,

Request for Proposal for the Selection of Individual Consultant (Resident Engineer) from the Consultancy Firm For Contract Management & Construction Supervision of “Re Activation and Re Construction of Myliddy Fishery Harbour in Northern Province – Phase 2”

Client : Ceylon Fishery Harbours Corporation, No 15, Rock House Lane, Colombo 15

1. You are invited to submit a proposal for the post of Individual Consultant (Resident Engineer) , as per the enclosed Terms of Reference (TOR). **Ceylon Fishery Harbours Corporation, No 15, Rock House Lane, Colombo-15**, the Procuring Entity (PE) is planning to hire an Individual Consultant for 12 Months (Twelve Months) of period from **1st December 2021 to 31st December 2022** for **Contract Management & Construction Supervision of “ Re-Activation and Re-Construction of Myliddy Fishery Harbour in Northern Province – Phase 2”** as per the relevant Conditions of Contract and the Consultancy Contract engaged with the Client to achieve the set objectives of the project.
2. To enable you to submit a proposal, please find attached the following documents:
 - i. Instructions to Consultant (Annex I)
 - ii. Terms of Reference (TOR) (Annex II)
 - iii. Price Schedule (Annex III)
 - iv. General Conditions of Contract..... (Annex IV)
3. Your offer, comprised of a technical proposal and a financial proposal should reach the following address:

Procurement Manager, Ceylon Fishery Harbours Corporation, No -15,Rock House Lane, Colombo-15. On or before 14:00hrs 5th November 2021.
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Please send your queries to **DGM (Engineering), Civil Engineering Division, No 15,Rock House Lane, Colombo 15** by e-mail prabathr26@gmail.com

Chairman,

Department Consultant Procurement Committee (CPDP)

Annex-1
INSTRUCTION TO THE CONSULTANT

INSTRUCTION TO THE CONSULTANT

A. INTRODUCTION

A.1. General:

The purpose of this RFP is to invite proposals for **Request for Proposal for the Post of Individual Consultant (Resident Engineer) from the Consultancy Firm For Contract Management and Construction Supervision of “ Re-Activation and Re-Construction of Myliddy Fishery Harbour in Northern Province – Phase 2**, as per the enclosed Terms of Reference/TOR (Annex II).

A.2. Cost of proposal:

The Individual Consultant (Resident Engineer) , who has selected from a Consultancy Firm shall bear all costs associated with the preparation and submission of the Proposal, Client/ PE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. REQUEST FOR PROPOSAL (RFP) DOCUMENT

B.1. Contents of RFP documents

Proposals must offer services for the total requirement. Proposals offering for only part of the requirement will be rejected. The **Individual Consultant (Resident Engineer)** , who has selected from a Consultancy Firm is expected to examine all corresponding instructions, forms, terms and specifications contained in the RFP Documents. Failure to comply with these documents will be at the **Individual Consultant (Resident Engineer)**'s risk and may affect the evaluation of the Proposal.

B.2. Clarification of RFP documents

A prospective **Individual Consultant (Resident Engineer)** requiring any clarification of the RFP Documents may notify the Procuring Entity in writing at the organization's mailing address or fax number indicated in the RFP. The Procuring Entity will respond in writing to any request for clarification of the Proposals that it receives prior to the deadline for the submission of Proposals. Written copies of the consultant's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that has received the RFP Documents.

B.3. Amendments of RFP documents

At any time prior to the deadline for submission of Proposals, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Documents by amendment. All prospective bidders that have received the RFP Documents will be notified in writing of all amendments to the RFP Documents. In order to afford prospective bidder's reasonable time in which to take the amendments into account in preparing their offers, the Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPERATION OF PROPOSALS

C.1. Language of the proposal

The Proposals prepared by the bidder and all correspondence and documents relating to the Proposal exchanged by the bidder and the Procuring Entity shall be written in the English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

C.2. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Operational and technical part of the Proposal, including documentation to demonstrate that The **Individual Consultant (Resident Engineer)** , who has selected from a meets all requirements;
- (b) Price schedule, completed in accordance with the instructions in Annex III.

C.3 . The Individual Consultant (Resident Engineer) shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide the information about the **Individual Consultant's (Resident Engineer's)** past and present activities focusing on the services related to the task as specified in the TOR (Annex II). This should be accompanied by the documentation to demonstrate that **Individual Consultant (Resident Engineer)** meets the requirements specified in the TOR.

This section should also describe the organizational unit(s) that will become responsible for the Contract, and the general management approach towards a project of this kind, explaining the **Individual Consultant (Resident Engineer)** resources in terms of personnel and other resources necessary for the provision of the requested services.

(b) Proposed Design concept

This section should demonstrate the **Individual Consultant's (Resident Engineer)** responsiveness to the requirements specified in the TOR (Annex II), providing description of the proposed items demonstrating how the proposed event concept meets or exceeds the requirements.

The operational and technical part of the Proposal should not contain any pricing information what so ever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule (Annex III).

© Individual Consultant must submit the the original and 02 copies of the Technical Proposal and the Financial Proposal .

C.4. Proposal prices

The **Individual Consultant (Resident Engineer)** shall indicate on an appropriate Price Schedule (Annex III), the prices of services it proposes to supply under the contract.

C.5. Proposal currencies

All prices shall be quoted in Sri Lanka Rupees.

C.6. Period of validity of proposals

Proposals shall remain valid for Ninety One days (91) after the date of Proposal submission prescribed by the Procuring Entity, pursuant to the deadline clause. A Proposal valid for a shorter period (mentioned by the bidder) may be rejected by the Procuring Entity on the grounds that it is non-responsive.

C.7. Format and signing of proposals

The **Individual Consultant (Resident Engineer)** shall prepare one copy of the Proposal typed or written in indelible ink and shall be signed by the **Individual Consultant (Resident Engineer)**.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the **Individual Consultant (Resident Engineer)**, in which case such corrections shall be initialed by the person or persons signing the Proposal.

C.8. Payment

Client /PE shall effect payments to the **Individual Consultant (Resident Engineer)** after acceptance of the invoices submitted by the **Individual Consultant (Resident Engineer)**, upon achievement of the corresponding milestones.

D. SUBMISSION OF PROPOSALS

D.1. Sealing and marking of proposals

The **Individual Consultant (Resident Engineer)** shall provide the original and copy of the sealed Proposals marked as an Original and a Copy and send to following address –

Procurement Manager, Ceylon Fishery Harbours Corporation, No -15 Rock House Lane, Colombo-15 not later than 5th November 2021 at 2:00 PM. marked with – “RFP for the Post of Individual Consultant (Resident Engineer) from the Consultancy Firm For Contract Management and Construction Supervision of “ Re-Activation and Re-Construction of Myliddy Fishery Harbour in Northern Province – Phase 2.

D.2. Deadline for submission of proposals

Proposals must be received by the Procuring Entity at the address specified under clause Sealing and marking of Proposals no later than **5th November 2021** at 2:00 PM. The Procuring Entity may, at its own discretion extend this deadline for the submission of Proposals by amending the documents in accordance with clause Amendments of Proposal Documents, in which case all rights and obligations

of the Procuring Entity and **Individual Consultant (Resident Engineer)** previously subject to the deadline will thereafter be subject to the deadline as extended.

D.3. Late Proposals

Any Proposal received by the Procuring Entity after the deadline for submission of proposals, pursuant to clause Deadline for the submission of proposals, will be rejected.

D.4. Modification and withdrawal of Proposals

The **Individual Consultant (Resident Engineer)** may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission of Proposals.

The **Individual Consultant (Resident Engineer)** withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the **Individual Consultant (Resident Engineer)** on the Proposal Submission Form.

E. OPENING AND EVALUATION OF PROPOSALS

E.1. Opening of proposals

The Procuring Entity will open the Proposals in the presence of a Committee formed by the Head of the Procuring Entity.

E.2. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the PE may at its discretion, ask the **Individual Consultant (Resident Engineer)** for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

E.3. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the **Individual Consultant (Resident Engineer)** does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the **Individual Consultant (Resident Engineer)** by correction of the nonconformity.

E.4. Evaluation and comparison of proposals

1000 points have been allocated for Technical Proposal.

A two-stage procedure is utilized in evaluating the proposals;

1. Technical Proposal
2. Price Proposal

Evaluation Criteria

E.4.1 Evaluation Form Points Obtainable - Evaluation Form

a). Technical Proposal	Points Obtainable	Name of Consultant			
		A	B	C	D
Compulsory Qualification					
a) Shall be member of Engineer's Council of Sri Lanka (ECSL)					
Qualification					
a) Bachelor's degree in civil engineering and corporate membership with 10 years of post graduate experience	400				
b) Master/Post Graduate Diploma in Coastal Engineering	100				
Work Experience					
(a) At least 05 years' of related experience in the maritime construction field.	400				
Comments on TOR	100				
Total for Technical Proposal	1000				

The minimum technical score required to pass is: 700 marks

E.4.2

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:
 $T = 0.8$, and $P = 0.2$

F. AWARD OF CONTRACT

F.1. Award criteria, award of contract

The Procuring Entity reserves the right to accept or reject any Proposal, and to annul the invitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected **Individual Consultant (Resident Engineer)** or any obligation to inform the affected **Individual Consultant (Resident Engineer)** of the grounds for the PE's action

Prior to expiration of the period of proposal validity, the procuring entity will award the contract to the qualified **Individual Consultant (Resident Engineer)** whose Proposal, after being evaluated, is considered to be the most responsive to the needs of the organization and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Consultant shall sign and date the contract and return it to the Client.

Annex-II
TERMS OF REFERANCE

TERMS OF REFERENCE FOR THE POST OF RESIDENT ENGINEER FOR THE PROJECT
“REACTIVATION & RECONSTRUCTION OF MYLIDDY FISHERY HARBOUR IN NORTHERN
PROVINCE – PHASE 2”

TERMS OF REFERENCE

CEYLON FISHERY HARBOUR CORPORATION

A. BACKGROUND

In 1980s Myliddy Fisheries Harbour in Jaffna is one of the major fishery harbour in the country that contributed significantly to the fisheries sector. During the conflict, Myliddy fisheries harbour became non-functional and was under the custody of Defence Authority since 1990.

Due to the conflict situation, the landing site, breakwaters, harbour basin including Jetties, and the shore facilities including ice factory and fuel station are in a dilapidated condition. Prior to the conflict, the fishery harbour significantly contributed to the national fish production (1/3 of the national fish production) and provided livelihood for 1500 families. Myliddy is the second most popular fishery harbour in Sri Lanka and served as a historic economic landmark in the Northern Province. It was decided to rehabilitate the fishery harbour on an urgent basis given its strategic economic importance as part of the reconciliation process.

Myliddy fishery harbour was proposed to develop in 2 phases. Currently the development activities under phase 1 is fully completed.

B. EXISTING CONDITIONS

Public investment intervention included development of offshore and onshore facilities under phase 1 as below.

1. 8m width 50m long quay wall
2. Fuel facilities
Diesel – 19200L
Kerosene – 19200L
3. Fuel Office 6.25Sq.m
4. 6m x 27m size net mending hall with FI & radio rooms including rest rooms & Fisheries Association office with community room.
5. Sanitary facilities 70Sq.m
6. Water tank 20 Sq.m
7. Water Sump 60 Cu.m

C. SCOPE OF THE CONSULTANCY SERVICE

Objectives and scope of the proposed consultancy services for project management and construction supervision for Construction of Myliddy fishery harbour in Jaffna district are as given below;

Project Management

- a) Initiate Programme and Procedures
- b) Develop and Implement a Project Monitoring System
- c) Assist the Client to Develop and Implement a Cost Control System
- d) Organize regular Progress meetings
- e) Coordinate Construction activities
- f) Coordinate all the activities of relevant local authorities
- g) Ensure that all necessary pre-commissioning checks are carried out as necessary for the Plant, Equipment and Buildings
- h) Ensure that all Final Accounts are satisfactorily settled with in accordance with the Contract Conditions
- i) Ensure that all necessary Operations and Maintenance Manuals, Drawings, Plans and other Instructions are supplied to the Client

Construction Supervision

- a) Carry out the duties of “Engineer” in terms of the contract
- b) Check and Comment the Contractor’s work programme
- c) Review the Contractor’s work proposals and request for revisions if necessary
- d) Detailed day to day supervision through a Resident Engineer
- e) Ensure Testing and Quality Control for conformity
- f) Review Project Cost and advise Client of any changes
- g) Check measurement and certify Interim Payments
- h) Ensure the preparation and submission of “As-Built” Drawings
- i) Issue Certificate of Completion according to the Contract on substantial Completion of the works

- j) Inspect the works during the defects liability period
- k) Ensure that the Contractor attends to all the defects
- l) Evaluate & settle Contractor's claims/variations/ EOT etc.
- m) Prepare and issue standard formats to the Contractor
- n) Advise Employer/Client on potential claims
- o) Responding to the Contractor on contractual matters.
- p) Guide the employer in case of disputes by the Contractor on claim settlement.
- q) Assist Employer in case of dispute resolution matters with Contractor / Third Parties.
- r) Engage in day-to-day construction supervision, monitoring & schedule preparing, monthly interim payment certificate, reviewing and approving shop drawings and as built drawings.
- s) Issue site instructions to the Contractor in consultation with Employer/Client (If Required)
- t) Be familiar with various standards for design and construction including stage of works and method of construction such as temporary works, construction plans, schedules, construction method, assignments & equipment and personnel, testing and trials, drawings etc.

E. DELIVERABLES

Monthly/weekly/daily report submission which would include following updated documents but not limited to following;

- i) Quality Control manual
- ii) Minutes of Monthly progress review meetings with the contractor
- iii) Monthly and quarterly progress reports including physical progress, financial progress, Health & Environmental concerns
- iv) Monthly update on project cost and advise client on any changes
- v) Monthly submission of Variation Orders for extra works
- vi) Monthly submission of updated & agreed contractor's work program
- vii) Project Handing over / taking over document jointly with the contractor for the format given by CFHC at the project completion
- viii) Project completion report

E. CONSULTANCY SERVICES

The consultants will be procured according to the Government rules and regulations. A quality and cost based selection method at a ratio of 60:40 will be used based on submitted technical proposal. The time frame for the contract management and construction supervision is 07 months.

The Consultant team should comprise of the following professionals.

1. Summary of Consulting Services Requirement of Key Experts

<u>Positions</u>	<u>Person-Months Required</u>
<u>Key Experts</u>	
Resident Engineer	12

2. Individual Terms of Reference

Resident Engineer

Basic Qualifications and Experience

- a) Bachelor's degree in civil engineering and corporate membership with 10 years of post graduate experience
- b) Shall be member of Engineer's Council of Sri Lanka (ECSL)
- c) Fluency in English
- d) Computer skills (MS Office, AutoCad, ..)
- e) Consultant and building supervisor in construction projects in the scope of civil, electrical and mechanical works

Additional Qualification

- Master/Post Graduate Diploma in Coastal Engineering

Additional Work Experience

- Minimum 5 years of Maritime work experience under reputed establishment.
- Experience in supervising and coordinating all technical aspects of supervision contracts;
- Experience in organizing and overseeing on site activities.

a) General

Site Handover and Preparation

- The Resident Engineer shall issue handover notice of the site to the Contractor(s) as per the general conditions of contract in coordination with the Client.
- Check and approve the Contractor's construction / shop drawings in coordination with the Client.
- Review and approve the construction layout plan including the Contractors' base camp, laboratory, and other facilities and help establish the project construction details within the site as per the working drawings.
- Prepare a detailed Construction Supervision and Quality Control Plan for client's approval and perform quality control of contractors/ suppliers works, such as set out survey and measurement, field and laboratory tests, foundation excavation works, structural concrete work, erection of steelwork, etc. Review and prepare as required Health & Safety Plan and Environmental and Social Management Plan and monitor contractors' compliance with the Plans / regulations.

Review of Contractor's Construction Programme

The Resident Engineer should carry out a thorough review of the Contractors construction programme and prepare a Consolidated Program in coordination with the Client. Interrelations between the various activities, including compatibility between civil, mechanical and electrical works, shall be carefully reviewed particularly with respect to time schedule, commencement and completion dates to prevent possible delays and disruptions. At the end of this procedure, an agreed implementation schedule should be provided by the contractor to the satisfaction of all parties.

Supervision of Construction Works

- The Resident Engineer will be delegated with all normal duties and powers of the "Engineer" for the implementation of the project.
- It will be the responsibility of the Resident Engineer to supervise all operations on behalf of the Client and to ensure that the work of the Contractor is carried out in a proper workmanship and expeditious manner and in accordance with the contract documents.
- Resident Engineer will, in coordination with the Client; check, approve, reject and record, as per the technical specifications, as the case may be, inter alia, the following:
 - Contractor's construction plant and equipment
 - Materials of construction
 - Testing procedures and results
 - Construction of site works: concrete structures, steel structures, finishing, mechanical & electrical works and other utilities as required.
 - Manufacturing, installation, tests, initial operation and preparation for commissioning of electrical and mechanical equipment

- Review and approve all submittals, including method statements, construction / shop drawings, etc. submitted by the Contractors/suppliers for permanent and temporary works, formwork, etc. to ensure conformity with construction contracts and that the work can be carried out safely and in accordance with recognized and accepted practices.
- Assess any design modifications that may become necessary during contracts execution, and propose technically acceptable modifications, or assess and approve contractors / suppliers proposals in consultation with the client.
- Monitor any emergency and unsafe conditions and report to the client for speedy response / remedial actions.
- Upon the occurrence of unforeseen circumstances, which in the opinion of the Consultants are susceptible to cause modifications to the nature and/or cost of the works and the construction program, the Consultants shall prepare and submit promptly special reports, suggesting solutions, etc.
- Monitor contractor's compliance with the specific provisions of the Construction Environmental and Social Management Plan, Occupational Health and Safety provisions, relevant national legal obligations and specific contractual provisions.

Issue of Instructions to the Contractor

- These services will relate to the fulfillment of the contractor's duties from drawing up and approval of the work program till the completion of works. The services will include issuing field instructions in writing as required relating to:
 - Quality of materials used in the works.
 - Equipment and methods of construction
 - Supervision, checking and testing of works carried out.
 - Clarification of drawings and specifications.
 - Progress of works to ensure that the work program is adhered to.
 - Resident Engineer shall not give any instructions which are likely to increase the cost of works without the prior approval of the Client.

Advice to the Client on Progress of Works

It is of utmost importance that the progress of the Works, including timely manufacturing and delivery of necessary equipment, be in accordance with the programmed implementation schedule since the timely implementation of the project necessitates the strict adherence to the approved timetable. Resident Engineer will keep the Client advised continuously as to work progress. If any deviation from the implementation schedule occurs, Resident Engineer will inform the Client about the necessary measures to be taken to avoid/minimize delays in the overall project implementation schedule. Resident Engineer will also assess and approve modification proposals in the construction program and time schedule as required or suitable in consultation with the client.

Inspection and Testing of Works

- At all stages of implementation, the consultant shall carry out regular inspection of materials and workmanship and acceptance tests to ensure compliance with the specifications. Where work on site at any time during the implementation does not meet the requirements of the specifications, it shall be removed or rectified.
- Carry out inspection at time of substantial completion of the works and arrange, for issue of the Initial Hand-Over Certificate in coordination with the Client.

- Undertake periodic inspections during the Defects Liability Period and notify the Client and Contractor of any defect on the construction works, and supervising their repair. Following the expiry of the Defects Liability period, arrange for issuing the Final Hand-Over Certificate in coordination with the Client.

Approval of Payment Certificates

- Resident Engineer shall, in parallel with the Contractor, make field measurements of all works done, which will be required for checking and certifying the Contractor's Interim Payment Certificates.
- Prepare and issue Payment Certificates for Interim and final statement of accounts.
- Resident Engineer shall keep the appropriate record of works whose format approved by the Client.

1. Information available for preparation of proposals:

All these reports are available at the Supplies Division of the Ceylon Fishery Harbour Corporation.

2. Clients input and counterpart personnel:

CFHC shall provide individual consultants with all documents, drawings, maps and other contract related documents that are available. All the requirements needed to carry out the consulting services, unless otherwise mentioned in these TOR, shall be the responsibility of the individual consultants but should not limit to the above.

Annex III
Price Schedule

Price Schedule

The **Individual Consultant (Resident Engineer)** is asked to submit his Price Schedule as per the form given with the RFP.

All prices/rates quoted must be inclusive of all taxes. VAT component should be added at the end of documents.

The Price Schedule must provide as detailed. Provide separate figures for each category as mentioned in the price Schedule.

Price Proposal

This individual consultancy contract is a **Quality and Cost Based contract.**

Proposal should be submitted as follows

	Item	Unit	Qty	Rate	Amount
<u>1</u>	Remuneration for Resident Engineer (Inclusive All other expenses)	Month	12		
	Other Expenses (If any) •Please provide the details				
	Total				

Name of the **Consultant (Resident Engineer)**

.....

ID Number

Signature

Annex IV
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS

The **Consultant (Resident Engineer)** shall be considered as having the legal status of an independent Consultant. The Consultant's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of TCAMP -PRDP.

2. SOURCE OF INSTRUCTIONS

The **Consultant (Resident Engineer)** shall neither seek nor accept instructions from any authority external to Client in connection with the performance of its services under this Contract. The Consultant shall refrain from any action which may adversely affect Client shall fulfill its commitments with the fullest regard to the interests of Client

3. CONSULTANT (RESIDENT ENGINEER) 'S RESPONSIBILITY FOR EMPLOYEES

The **Consultant (Resident Engineer)** shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The **Consultant (Resident Engineer)** shall not assign, transfer, pledge or make other dis position of this Contract or any part thereof, or any of the **Consultant (Resident Engineer)** rights, claims or obligations under this Contract except with the prior written consent of Client

5. SUB-CONTRACTING

In the event the **Consultant (Resident Engineer)** requires the services of sub-contractors, the **Consultant (Resident Engineer)** shall obtain the prior written approval and clearance of TCAMP -PRDP for all sub-contractors. The approval of Client of a sub-contractor shall not relieve the Consultant of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The **Consultant (Resident Engineer)** warrants that no official of TCAMP -PRDP or the Procurement Entity has received or will be offered by the Consultant any direct or indirect benefit arising from this Contract or the award thereof. The **Consultant (Resident Engineer)** agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The **Consultant (Resident Engineer)** shall indemnify, hold and save harmless, and defend, at its own expense, TCAMP -PRDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the **Consultant (Resident Engineer)**, or the **Consultant (Resident Engineer)**'s employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's 20 compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the **Consultant (Resident Engineer)** its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. ENCUMBRANCES/LIENS

The **Consultant (Resident Engineer)** shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with TCAMP -PRDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

9. TITLE TO EQUIPMENT

Client and any such equipment shall be returned to Client at the conclusion of this Contract or when no longer needed by the Consultant. Such equipment, when returned to Client, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear. The Consultant shall be liable to compensate Client for equipment determined to be damaged or degraded beyond normal wear and tear.

The **Consultant (Resident Engineer)** shall not advertise or otherwise make public the fact that it is a Consultant with Client, nor shall the Consultant, in any manner whatsoever use the name, emblem or official seal of Client or the Ministry of Provincial Councils and Local Government, or any abbreviation of the name of Client in connection with its business or otherwise.

10. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

10.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Consultant under this Contract shall be the property of Client, shall be treated as confidential and shall be delivered only to Client authorized officials on completion of work under this Consultant.

10.2 The **Consultant (Resident Engineer)** may not communicate at any time to any other person, Government or authority external to Client, any information known to it by reason of its association with Client which has not been made public except with the authorization of Client; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

11. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

11.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

11.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Consultant shall give notice and full particulars in writing to Client, of such occurrence or change if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Consultant shall also notify Client of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, Client shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

11.3 If the **Consultant (Resident Engineer)** is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, Client shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

12. TERMINATION

12.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

12.2 Client reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Consultant, in which case Client shall reimburse the Consultant for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

12.3 In the event of any termination by Client under this Article, no payment shall be due from Client to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

12.4 Should the **Consultant (Resident Engineer)** be adjudged bankrupt, or be liquidated or become insolvent, or should the **Consultant (Resident Engineer)** make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Consultant, Client may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Consultant shall immediately inform Client of the occurrence of any of the above events.

13. SETTLEMENT OF DISPUTES

13.1. Amicable Settlement the Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof.

13.2. Arbitration Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with provisions of Arbitration Act 11 of 1995.

14. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Ministry of Provincial Councils and Local Government, including its subsidiary organs.

OBSERVANCE OF THE LAW

The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Consultant shall be valid and enforceable against Client unless provided by an amendment to this Contract signed by the authorized official of Client.

Annex V
CURRICULUM VITAE (CV) SAMPLE FORM

CURRICULUM VITAE (CV)

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education**[*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other relevant Qualification** [*Indicate significant qualification since degrees under 5 - Education were obtained*]: _____

8. **Experience in the specific role:** [*List the projects*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record**[*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held,.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member] Date: _____
Day/Month/Year

Full name of authorized representative: _____