

Request for Proposal (RFP)

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Date:

Dear Sir/Madam,

Request for Proposal for the Selection of Individual Consultant (Coastal Engineer) from the Consultancy Firm for Study for Long Term Sea Erosion, and Detailed Engineering Design for Mitigatory Measures at Hambantota Fishery Harbour

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 (Coastal 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 01 Month (One Month) of period from **15th November 2021 to 15th December 2021** is to **Study for Long Term Sea Erosion, and Detailed Engineering Design for Mitigatory Measures at Hambantota Fishery Harbour** 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
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 (CPCD)

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 (Coastal Engineer) from the Consultancy Firm for Study for Long Term Sea Erosion, and Detailed Engineering Design for Mitigatory Measures at Hambantota Fishery Harbour**, as per the enclosed Terms of Reference/ToR (Annex II).

A.2. Cost of proposal:

The Individual Consultant (Coastal 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 only part of the requirement will be rejected. The **Individual Consultant (Coastal 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's (Coastal Engineer)** risk and may affect the evaluation of the Proposal.

B.2. Clarification of RFP documents

A prospective **Individual Consultant (Coastal 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 (Coastal 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 (Coastal 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 (Coastal Engineer)** 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 (Coastal 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 (Coastal 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 (Coastal 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 (Coastal 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 Twenty-eight (28) days 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 (Coastal Engineer)** shall prepare one copy of the Proposal typed or written in indelible ink and shall be signed by the **Individual Consultant (Coastal Engineer)**.

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

C.8. Payment

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

D. SUBMISSION OF PROPOSALS

D.1. Sealing and marking of proposals

The **Individual Consultant (Coastal Engineer)** shall seal the Proposal in one envelope and send to following address –

Procurement Manager, Ceylon Fishery Harbours Corporation, No. 15, Rock House Lane, Colombo 15 not later than at 3:00 PM. marked with – “RFP” for **Technical Proposal - Request for Proposal for the Post of Individual Consultant (Coastal Engineer) from the Consultancy Firm for Study for Long Term Sea Erosion, and Detailed Engineering Design for Mitigatory Measures at Hambantota Fishery Harbour** and **Financial Proposal - Request for Proposal for the Post of Individual Consultant (Coastal Engineer) from the Consultancy Firm for Study for Long Term Sea Erosion, and Detailed Engineering Design for Mitigatory Measures at Hambantota Fishery Harbour**

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 **2021, 3:00 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 (Coastal 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 (Coastal 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 (Coastal 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 (Coastal 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 (Coastal 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 (Coastal 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 (Coastal 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 postgraduate experience	400				
b) Master/Post Graduate Diploma in Coastal Engineering	100				
Work Experience					
(a) At least 05 years of related experience in the maritime 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 (Coastal Engineer)** or any obligation to inform the affected **Individual Consultant (Coastal 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 (Coastal 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 REFERENCE

STUDY FOR LONGTERM SEA EROSION, AND DETAILED ENGINEERING DESIGNS FOR MITIGATORY MEASURES AT HAMBANTOTA FISHERY HARBOUR

Terms of Reference for Individual Consultant

A. BACKGROUND

Hambantota fishery harbour is located in the Hambantota district, around 265 km South of Colombo at the heart of the city. It has been commissioned in 2006 and a large number of IMUL and IDAY Boats are being used the facilities of the harbour.

Hambantota fishery harbour was constructed by Coastal Resources Management Project (CRMP) under ADB funds during (2004-2006). Soon after construction of the harbour in 2006 the harbour started silting up at outer harbour and the inside the basin. As a result, harbour was periodically dredged to fulfil the depth requirement of the harbour basin for safe navigation and berthing of boats. In addition, breaking waves are encountered near the entrance, making difficulties for safe navigation at the arrival and departure of the boats.

Ministry of Fisheries and Aquatic Resource Development commissioned ECL – ROYAL HASKONINGDHV to study local hydraulic and morphological conditions, to identify process leading to siltation of the harbour and hazardous conditions at harbour entrance.

As per the guidance given by Coast Conservation and Coastal Resource Management Department (CC&CRMD), Initial Environmental Examination was carried out by the external party for the modification to the Existing Breakwater proposed by the consultant.

As an extension to the IEE study CC&CRMD has requested to prove that no adverse impact will be happened to the existing coastal environment of the Hambantota Bay after construction of the proposed breakwater, before issuance of the development permit for proposed modification.

B. EXISITNG CONDITIONS

The fisheries harbour consists of breakwaters and basic landing facilities including administration building, net mending hall, fish auction hall, canteen and fuel station. Nearly 200 multi-day boats and 200 OBM crafts could also be anchored at this harbour. But due to unsafe navigation and shallow depth in the harbor basin and entrance, the fishing community of Hambantota are compelled to sail to distant fishery harbours such as Kudawella, Nilwella and Tangalle for unloading of fish and loading of fuel, water and other essential goods for their next voyage.

Due to the existing wave pattern and the orientation of the breakwaters, currents have been developed in to the harbour basin stimulating the sediment transport. The sediment enters into the coastal cell from the western boundary where mainly fine sediment is imported around the rocky headlands. With

this existing condition, sediments deposits in and outside the basin. As a result, bad navigability condition has been formed by the presence of a shoal in front of the entrance which induces wave breaking at this location.

C. SCOPE OF THE CONSULTANCY SERVICE

The consultant has to perform the following main tasks which are explained in the subsequent paragraphs.

The objectives of the consultancy should include but not limited to the below aspects:

- i) Avoiding or minimizing long-term erosion in eastside of the harbour due to proposed construction.
- ii) Minimize adverse coastal and environmental impacts on surrounding area
- iii) Minimize the maintenance cost of the harbour

The study should include but not limited to the below activities:

- i) Identify issues and requirements of the fisher community through consultation with fishery community and record minutes.
- ii) Identify, collate, and review all secondary data including satellite images relevant to the project site and required in preparation of the feasibility study.
- iii) Formulate project development concepts and scope in consultation with the Ministry of Fisheries and Ceylon Fishery Harbour Corporation (CFHC) and in compliance with the fisheries sector Development policies and strategies.
- iv) Carrying out Sediment Transport Model study based on the Bathymetric survey details and Sediment sample test results provided by the Client
- v) Assess possible environmental impacts due to the proposed construction such as beach erosion , accumulation etc
- vi) Analyse whether proposed construction will lead to any social impacts such as tourism industry of the area in the shore line erosion perspective and required mitigation measures.
- vii) Suggest any structures if required to avoid / minimise long-term erosion in the east coast due to proposed modification to the existing breakwaters
- viii) Define possible design options or concepts to the above suggestion
- ix) Develop conceptual layout of the above proposed coastal structures including existing conditions
- x) Finalising of all above with consultation of stakeholders (representative of fisher community of the area , Ministry of Fisheries & aquatic Resources Development and Rural Economy , Department of Fisheries and Aquatic Resources, Ceylon Fishery Harbours Corporation, Development and Rehabilitation of Fishery Harbours, Anchorages and Landing Sites Project)

Study and Detailed Engineering Design (if required)

The study and detailed engineering design of proposed structures should be completed within 1 month. The consultant has to perform number of main activities which are explained in the following.

- i) Undertake necessary surveys and investigations and laboratory tests for the detailed design in addition to the details provided by the Client.
- ii) Carrying out Sediment Transport Model study and identify the impact on the east coast due to proposed modifications
- iii) Undertake the detailed design of the offshore and any other structures according to the findings in the study
- iv) Analyze the sustainability of the structures by numerical modelling and simulation
- v) Analyze potential coastal and environmental impacts due to proposed developments including phased development by numerical/physical modelling and simulations
- vi) Prepare detailed engineering design , design drawings and final design report
- vii) Finalizing of all above with consultation of stakeholders (representative of fisher community of the area, Ministry of Fisheries & aquatic Resources Development and Rural Economy, Department of Fisheries and Aquatic Resources, Ceylon Fishery Harbours Corporation, Development and Rehabilitation of Fishery Harbours, Anchorages and Landing Sites Project)

D. DELIVERABLES

- i) Consultant's Inception report and Final report
- ii) Modelling report with findings and recommendations but not limited to the report on Sediment transport Model in the harbour basin after the breakwater modification
- iii) Master Plan/s for the proposed developments.
- iv) Detailed design drawings and Design Report for the proposed structures

E. CONSULTING SERVICES

1. Selection of Consultant

The consultants will be procured according to the Government procurement guidelines. A quality and cost-based selection method at a ratio of 80:20 will be used based on submitted technical proposal.

2. Consulting Service Period

- The time frame for the Study and Design is one (1) month

3. Requirement of Consultancy Service

The Consultant team should comprise of the following professionals.

Table 2: Summary of Consulting Services Requirement of Key Experts and Non-Key Experts

Designation	No of Positions	Person-Months Required
Key Experts		
Coastal Engineer	01	01

4. Individual Terms of Reference

1. Coastal Engineer (1– Month)

Basic Qualification and Experience

Bachelor's degree in civil engineering and corporate membership with 10 years of postgraduate experience
Shall be member of Engineer's Council of Sri Lanka (ECSL)

Additional Qualification

Master/Post Graduate Diploma in Coastal Engineering

Additional Work Experience

Minimum 05 years of related experience in the maritime field.

Key tasks include;

- i) Data collection through surveys, investigations, and laboratory tests and other means, analysis of coastal processes in the project area.
- ii) Undertake mathematical modelling for the Hambantota bay with the existing fishery harbour and after modification of breakwaters.

- iii) Analyse site-specific problems, identify significant coastal trends that may indicate coastal process changes due to the proposed modification to the existing structures in the harbour.
- iv) Undertake the detailed engineering designs of the coastal structures (if required) based on the assessment of the coastal process.
- v) Handling stakeholder meeting and required field investigations
- vi) Work in close consultations with the Coast Conservation Department (CCD) in finalizing the alternative options for coastal impact mitigation and other relevant authorities.
- vii) Work with the harbour design Engineer in preparation of Engineer's Estimate and specifications.
- viii) Coordinate with the Ministry of Fisheries, Fishery Harbours Corporation and Department of Fisheries.
- ix) Prepare and submission of required deliverables as the contract agreement based on inputs of the team.

F. DOCUMENTS AVAILABLE FOR PROPOSED STUDY

The Client shall provide following information

- Bathymetric survey plan in the bay of the Hambantota
- Sediment sampling test results
- Design report of the proposed modifications to the existing breakwaters
- Initial Environmental Examination

Annex III
Price Schedule

Price Schedule

The **Individual Consultant (Coastal 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 Coastal Engineer (Inclusive All other expenses)	Month	1		
	Other Expenses (If any) •Please provide the details				
	Total				

Name of the Consultant (**Coastal Engineer**)
.....

ID Number

Signature

Annex IV
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS

The Consultant (**Coastal 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 (Coastal 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 (COASTAL ENGINEER'S RESPONSIBILITY FOR EMPLOYEES

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

5. SUB-CONTRACTING

In the event the **Consultant (Coastal Engineer)** requires the services of sub-contractors, the **Consultant (Coastal 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 (Coastal 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 (Coastal Engineer)** agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The **Consultant (Coastal 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 (Coastal Engineer)**, or the **Consultant (Coastal 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 (Coastal 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 (Coastal 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 (Coastal 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 (Coastal 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 (Coastal 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 (Coastal Engineer)** be adjudged bankrupt, or be liquidated or become insolvent, or should the **Consultant (Coastal 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: _____