

BERHAMPUR MUNICIPAL CORPORATION



**RFP FOR SELECTION OF CONSULTANT FOR PREPARATION
& SUBMISSION OF DETAILED STRUCTURAL DESIGN**

**RECLAMATION & PERIPHERAL DEVELOPMENT
OF
AGULA TANK**

BERHAMPUR MUNICIPAL CORPORATION, BERHAMPUR

BERHAMPUR MUNICIPAL CORPORATION

Adv No. :- 13455-X-E-3-32/17

Dtd.- 11.07.2017

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTANTS FOR PREPARATION OF DPR FOR RESTORATION PLAN WITH RECLAMATION & PERIPHERAL DEVELOPMENT OF **AGULA TANK** OF BERHAMPUR MUNICIPAL CORPORATION. Details of availability of RFP document are as follows

SL. No.	<u>Information</u>	<u>Date</u>
1.	Period of availability of RFP Documents	Dt. 14.07.2017 to 04.08.2017 5.00 P.M
2.	Pre-bid Meeting	Dt. 21.07.2017 at 3.00P.M
3.	Last date for receipt of RFP Documents	Dt. 05.08.2017 Upto 5.00 P.M.
4.	Date & Time of Technical proposal	Dt. 08.08.2017 at 12.00 Noon
5.	Date & Time of Technical Presentation	Dt. 10.08.2017 at 12.00 Noon
6.	Date & Time of Financial proposal opening	Will be intimated to successful Technically qualified.
7.	Cost of Bid Document	6,000/- (GST as Applicable)
8.	Earnest Money to be deposited	20,000/-
9.	Address at which RFP documents available & submit	Municipal Commissioner, Berhampur Municipal Corporation

Sd/ 04.07.2017

**Municipal Commissioner
Berhampur Municipal Corporation**

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

LETTER OF INVITATION

Dear Sirs,

Subject: RFP for selection of Consultant for Preparation of DPR for Reclamation & Peripheral Development of Agula Tank.

1. Berhampur Municipal Corporation (BeMC) invites technical and financial proposals for consultancy service required for Preparation of DPR for Reclamation & Peripheral Development of Agula Tank.
2. The purpose of this assignment is to:
 - To prepare a DPR for Reclamation & Peripheral Development Structural Design details of the infrastructures as per approved Layout plan along with recreational facilities such that the plan is environmentally sustainable and contributing to the long term sustainability of the water body.
 - To develop Tourism and explore the possibilities for commercial development in the project area
 - The concept plan thus developed shall be supported by a Detailed Design, Bill of Quantities, Cost Estimates, and Plans & Drawings which should be prepared by the consultant. The consultant should also develop a tenderable bid document.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2); and
 - (c) A Sample Form of Contract for Consultants' Services under which the services will be performed (Annexure 3).
4. BEMC has identified the Agula Tank for its reclamation & peripheral development. The selected consultant shall prepare the DPR for the said project.
5. In order to obtain first hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit the area, before the proposal is submitted. Your representative may meet the following officials:

The Municipal Commissioner,
Berhampur Municipal Corporation – 760001.
Ph: 0680-2250290, e-mail: mcbemc08@gmail.com

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

6 **A pre-bid conference open to all prospective consultants will be held on 21.07.2017 at 12.00 Noon Hrs in the conference hall of BeMC.** The prospective consultant will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

7 Submission of Proposals: The proposals shall be submitted in two parts, viz., Technical and financial bids and should follow the form given in the "Supplementary Information for Consultants."

7.1 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**" should include the description of the firm/organization, the firms 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 fees in percentage offer for the consultancy services.

The RFT containing both the sealed envelopes should again be placed in a sealed cover which will be received in the office of the BeMC, Berhampur up to 5.00 P.M. hours on Dt.-05.08.2017.

7.2 Opening of proposal.

The proposals (first envelope containing technical proposal only) will be opened by Municipal Commissioner or his authorised representative in his office at 12.00 Noon hours on 08.08.2017. It may please be noted that the second envelope containing the fees in percentage offer will not be opened until technical evaluation has been completed and the result approved and notified to all the participated consultants.

8. Evaluation.

8.1 A two-stage procedure will be adopted in evaluating the proposals:

- i) a technical evaluation, which will be carried out prior to opening any financial proposal;
- ii) a financial evaluation.

BEMC shall open the financial proposals of the technically eligible consultancy firms and the firm quoting Percentage of the estimate cost would be selected.

8.2 Technical Proposal

For awarding of the Work, the bidder should make a presentation before a technical team for technical evaluation of the conceptual plan. The Technical Committee will select the best conceptual plan submitted by the said bidder. Decision of the Technical Committee in regard to selection of bidder shall be final.

Quality and competence of the consulting service shall be considered as the paramount requirement. The price envelopes of others will not be considered and returned unopened after completion the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have qualified for opening of the financial proposal including date and time.

8.3 Financial Proposal

8.3.1 Opening:

The financial proposal shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant and the fees in proposal shall be read out and recorded. The client shall prepare minutes of bid opening.

8.3.2 Evaluation:

BEMC shall open the financial proposals of the technically eligible consultancy firms and the firm quoting the least fees in percentage of the estimate cost would be selected.

9. Negotiations

9.1 Negotiations normally take a day. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of Negotiations.

9.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations.

9.5 The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the Client will invite the technically qualified Consultants who has offered the second lowest financial bid to Contract negotiations. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.

10. You are requested to hold your proposal valid for 180 days from the date of submission without change the personnel proposed for the assignment and your proposed price. The BEMC 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 to BeMC, if any is not reimbursable as a direct cost of the assignment.

12. **Assuming that the contract can be satisfactorily concluded in September 2017, you will be expected to take-up/commence with the assignment in October 2017.**

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 forms a part.
14. Please note that if you consider that 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.
The request for a joint venture should be accompanied with full details of the proposed association and confirming joint and several liabilities. The total no. of JV members including the lead member is restricted to two.
15. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.

Yours faithfully,
Sd/ 08.07.2017
Commissioner
Berhampur Municipal Corporation

Enclosures:

1. Terms of Reference.
2. Supplementary Information to Consultants.
3. Draft contract under which service will be performed.

Terms of Reference for Consultancy Assignment for **Preparation of DPR for Reclamation & Peripheral Development of Agula Tank**

1. Introduction

Berhampur is the oldest city of Ganjam District in the State of Odisha. The name Brahmapur is an anglicized form of 'Brahmapur' which etymologically means "The Abode of Brahma, the Creator". By virtue of its close proximity to Andhra Pradesh, Coastline of Bay of Bengal & Gopalpur Port, Visakhapatnam Port and City it has become a centre of attraction for multiethnic people in pursuit of better residential zones, education and to some extent for employment in unorganized sectors delivering various services and goods. It is mainly a trading centre for Southern Odisha having its influence over eight districts. Now-a-days Brahmapur city is famous for its widespread availability of human resources. The trading volume is growing day by day. But the city of Brahmapur has ever been and will probably continue to be intricate with the Takurani Yatra being celebrated every alternate year.

The city was declared as a Municipality in the year 1867. The town is at 19° 20' N latitude 84° 50' E longitude. Its average elevation above mean sea level is 24.000 M. It is surrounded by vast cultivable plains. The entire plain is bounded in the West & North by a range of hillocks containing Granite rocks of igneous origin.

The project envisages to inventorise the natural resources of the region, investigate the current land use and to identify interventions that will facilitate future development of the water bodies in a sustainable fashion. Hence, BEMC has come up with the initiative to restore with reclamation & peripheral development water bodies in the city, and therefore intends to appoint a consultant for preparation of DPR for Agula Tank in Berhampur.

2. Objectives of the project:

- To prepare a DPR for Reclamation & Peripheral Development Structural Design details of the infrastructures as per approved Layout plan enclosed of Agula Tank in Berhampur which covers an area of **18.480** acres, along with recreational facilities, such that the plan is environmentally sustainable and contributing to the long term sustainability of the lake on a PPP mode?
- To develop Tourism and explore the possibilities for commercial & recreational development in the project area
- The concept plan thus developed shall be supported by a detailed drawing, structural design and Bill of Quantities and Cost Estimates which should be prepared by the consultant. The consultant should also develop a tenderable bid document and get it approved from the competent authority.

3. Scope of work:

1. Taking client's instruction and preparation of Existing approved layout plan of proposed Reclamation and peripheral development of Agula Tank in BeMC.
2. Site evaluation and environmental analysis
3. Feasibility study.
4. Complete site development plan of the proposed reclamation and peripheral development of Agula Tank incorporating all the proposed components as per the approved plan.
5. Preparation detail structural drawing & Design with bar bending schedule.
6. Sanitary plumbing drainage water supply and sewerage design.
7. Electrical, Electronic, Communication system design.
8. Periodic inspection and evaluation of construction works.
9. Required consultancy services in allied fields like landscape architecture, interior architecture, architectural conservation etc..

4. SCHEDULE OF SERVICES:

The Successful Bidder shall after taking instructing from client render the following services.

Concept design Stage-1)

1. Ascertain client's requirements, examine site constrains and potential.
2. Prepare report on site evaluation, state of existing infrastructure, assembling, circulation if any and analysis of impact of the existing and/ or proposed development.
3. Prepare drawings and documents to enable the client to get done the detailed survey and soil investigation at site if required.
4. Furnish report on measures required to be taken to mitigate the adverse impact if any of the existing and/ or proposed development on its immediate environs.
5. Prepare conceptual designs with reference to requirements given in the approved plan which can be availed from the office of the City Engineer, BeMC.

Preliminary design & drawing (Stage-2)

6. After sanction by the authority, modify the conceptual designs incorporating required changes and prepare the preliminary drawings. 3-D model etc. along with detailed estimate for the approved components accordance of T.S.

Drawings for client's/ Statutory Approval (Stage-3)

7. Prepare drawings necessary clients/ statutory approvals and ensure compliance with codes, standards and legislation as applicable and assist the client in obtaining the statutory approvals thereof if required.

Working drawing and tender documents (Stage –4)

8. Prepare working drawings specifications detailed estimate and tender documents including quality control procedures on materials and work and other conditions of contract. The structural design should be approved/vetted by the Civil Engineering Dept. of C.E.T. (College of Engineering and Technology) BBSR.

Construction (Stage -5)

9. Prepare and issue working drawing and details for proper execution of works.
10. Approve samples of various elements and components.
11. Check and approve drawings submitted by the contractors.
12. Visit the site or work at intervals as mutually agreed upon to inspect and evaluate the construction works. And where necessary clarify any design, offer interpretation of drawings/ specifications attend meetings to ensure that the project proceeds in accordance with the contract and keep the client informed and render advices on actions if required.

Completion (Stage –6)

13. Prepare and submit completion report and drawings for the project as required and assist the client in obtaining 'Completion' from statutory authorities whether required.
14. The consultant shall prepare DPR for the restoration plan with reclamation & peripheral development of Agula Tank at Berhampur. Submit five sets of as built up drawings including services and structural design details including bar bending Schedule.

5. Schedule and related outputs:

S.No	Report	Outputs required	Time to be taken
1	Inception report basing on approved lay out plan & infrastructures	Preliminary site analysis of project and approach and methodology	10 days from the date of Letter of Intent
2	Draft DPR including details of Structural designs	Final Concepts and draft designs	10 days from the completion of draft concepts
3	Final DPR	Detailed designs with Bill of Quantities and Cost Estimates and conceptual architectural design	10 days from the approval of Draft final report
4	Bid Documents	Final Bid documents	05 days from the date of approval of Final DPR

The consultant should submit five copies of all the above reports review along with a soft copy.

7. Evaluation Committee:

The evaluation committee would consist of:

- i. The Mayor, BeMC
- ii. Municipal Commissioner, BeMC
- iii. City Engineer, BeMC
- iv. Executive Engineer, BeMC
- v. Assistant Engineer, BeMC.
- vi. Chief Finance Officer, BeMC

8. Payment terms:

No	Report	Payments
1	On submission and acceptance of Draft DPR	30%of the contract value
2	On approval and acceptance of final DPR & accordance of Technical Sanction from the competent authority	30% of the contract value
3	On submission and acceptance of Bid Documents	20% of the contract value
4	Proper Supervision of reinforcement & design details during course of execution after successful completion of the project	20% of the contract value

LEMENTARY INFORMATION FOR CONSULTANTS

1. Eligibility Criteria

For participating in this RFP process, the Applicant would require to comply with the following criteria:

- The Consultancy firm shall be:
 - A Company, partnership or proprietary firm registered under relevant Acts.
 - An established, reputed and reliable service provider in the field of environmental engineering, and structural engineering, land scope architecture ,interior architecture architectural conservation ,retro fitting of building and graphics design and signage.
 - Shall have experience in the field of DPR preparation for Water Bodies, Parks etc.
- **Technical Experience Criteria:** The firm shall have executed successfully at least1 (One) similar project.
 - Eligible Assignment/Relevant/ Similar project includes all project related to Water body Management, Conservation, Reclamation & Restoration, Detail Engineering design including Master Plan and Environmental Plan related to water body project.
- **Turnover criteria:** The Consultancy firm shall have minimum average annual Turnover of Rs. 50.0 Lakhs (Rupees Fifty Lakhs only) during the last three financial years. The firm shall have received professional fees of at least Rs. 10.0 Lakhs (Rupees Ten lakhs only) from the eligible assignment. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its turnover, total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant

2. Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

(I) A brief description of the firm/organization and an outline of recent experience on assignments / projects of similar nature executed by him.

(b) Financial Proposals

The financial proposals should include the following:

(I) Schedule of Price Bid in Form No.F-4 with cost break-up.

(2) **One original and one copy** of the Technical proposal should be submitted to BeMC.

(3) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as follows: (As per TOR)

Note: All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages.

(4) Review of reports

A review committee will be formed to review the reports submitted by the consultants and suggest any modifications/changes considered necessary within 15 days of receipt.

5) **Document Purchase Fee:** Rs. Document purchase fee:- Non-refundable bid documents will be purchased from the office of "Municipal Commissioner, BeMC" on payment of Rs. 6000/- (Rupees Six thousand only) plus GST as applicable in shape of cash deposited in the corporation treasury or demand draft in favor of Municipal Commissioner, BeMC payable at "Berhampur" during working days from Dt. 14.07.2017 to 04.08.2017 up to 5.00 P.M.

6) Refundable **Earnest Money deposit** of Rs. 20,000 /- (Rupees Twenty thousand only) as bid security in the form of demand draft in favor of "Municipal Commissioner BeMC" payable at "Berhampur" .

7) The Selected Consultancy Firm shall have to furnish a **Performance security** in the form of **Bank Guarantee (BG)** equivalent to 10% of the quoted bid amount. The performance security is a condition precedent of signing the Agreement. The validity of the performance security shall be 1 (one) year (extendable if deemed necessary) from the date of execution of the Agreement. In case of unsatisfactory performance or inordinate delay by the selected consultancy firm, BEMC reserves the right to impound a portion of the fees, not exceeding 10% of the total fees payable

8) **Late Submission:** Proposals received after the last date of submission prescribed by BEMC shall be rejected.

9) **Modifications and Withdrawal of Proposal:** No modifications in the Proposals shall be allowed once it is received by the BeMC, Berhampur.

10) **Confidentiality :** An Applicant shall treat all the information, records, reports, technical data, contracts, agreements, maps, drawings and any other documents provided to them under this RFP process if gets selected and upon signing of the Contract Agreement for performing their responsibilities and obligations as confidential. An undertaking in this regard would require to be submitted by the Applicant at the time of signing of the Contract Agreement.

11) **Jurisdiction:** All unsettled disputes arising shall be subject to the jurisdiction of the appropriate court at Bhubaneswar, India and will be governed by the laws of India.

FORM F-1

From

To

The Municipal Commissioner,

BeMC.

Sub:

Sir:

Hiring of Consultancy services for preparation of DPR for **Restoration plan with Reclamation & Peripheral Development of Agula Tank in Berhampur**

I / We _____ consultant/consultancy firm/organization herewith enclose Technical and Financial Proposal for selection of my/our firm as consultant for preparation of DPR for **Restoration plan with Reclamation & Peripheral development of Agula Tank in BeMC.**

Yours faithfully,

Signature: _____

Full name: _____

Address: _____

(Authorized Representative)

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED BY HIM

1. Brief Description of the Firm/Organization:

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

Sl.No.	Name of assignment	Owner or sponsoring authority	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed

Note: Please attach certificates from the employer by way of documentary proof

FORM NO.F-4

SCHEDULE OF PRICE BID

<u>Rate in (%) Percentage of the Total project cost including all Tax & levies etc.</u>		
Name of the Work	In Figure	In Words
Consultancy services for preparation of DPR for Reclamation & Peripheral Development, Structural Design details of the infrastructures as per approved Layout plan enclosed, by integrating all the proposed components such along with recreational facilities, such that the plan is environmentally sustainable and contributing to the long term sustainability of the water body for the proposed park with beatification works and recreation facilities in and around Agula Tank tank as per the scope of work mentioned in the DTCN.		

No. of Corrections :
No. of over-writings :
No. of interpolations :

Signature of Consultant
(Authorized representative)

Consulting Services

Draft Letter of Agreement for Consultant

Subject: Consultancy Assignment for Preparation of DPR for Reclamation & Peripheral Development of Agula Tank

(Name of Consultant):

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____ .
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of Reference.
5. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Agreement will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on _____ , or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants).
7. The (Name of Client) will pay (Name of Consultant), payable within 45 days of receipt of invoice or approval of report:

Amount

Currency

As per TOR

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultants.]

8. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants 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 [Name of Consultants] or its staff. The [Name of Consultants] shall provide the (Name of Borrower) with certification thereof upon request.
9. The [Name of Consultants] shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgements of any nature brought against the (Name of Borrower) arising out of the services by the [Name of Consultants] under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.
10. The Consultants agree that any manufacturing or construction firm with which they might be associated with will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
11. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of Consultants] in the performance of the Services shall become and remain the [property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
12. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
13. The consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
14. The [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
15. The [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.
16. The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988;
- (b) Professional liability insurance, with a minimum coverage of *Value of assignment [cost of assignment quoted by the consultant]*;
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

17. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996.

Place:

Date:

(Signature of Authorized Representative on behalf of Consultant)

**(Signature & Name of the
Client's Representative)**

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations