

*Safe Road to Prosperity*

## **Request for Proposal**

**Issued on: 01 October 2020**

**For**

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***CONSULTANCY SERVICES FOR DETAILED DESIGN,  
TENDER DOCUMENTATION, CONTRACT ADMINISTRATION  
AND SITE SUPERVISION FOR THE CONSTRUCTION TO  
GRAVEL STANDARD OF DR3427 (33KM: MBURUURU –  
CALIKAWO EXTENSION) IN KAVANGO WEST REGION***

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**Procurement Reference No: *SC/RP/RA-14/2020***

**Cost: FREE**

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**Section 1:**  
**Request for Proposal**

**LETTER OF INVITATION**

***Subject: Consultancy Services for Detailed Design, Tender Documentation, Contract Administration and Site Supervision for the construction to gravel standard of DR3427 (33km: Mburuuru – Calikawo Extension) in Kavango West Region***

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Dear Sir/Madam

1. The **Roads Authority** invites proposals to provide the following consulting services: Detailed Design, Tender Documentation, Contract Administration and Site Supervision for the construction to gravel standard of D3427 (33km: Mburuuru – Calikawo Extension) in Kavango West Region. More details on the services are provided in the Terms of Reference.
2. A firm will be selected under request for proposal on the basis of quality and cost, and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Namibia.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Contract
4. Any request for clarification should be forwarded in writing to the Roads Authority, Procurement Management Unit, Email- [gawaxabe@ra.org.na](mailto:gawaxabe@ra.org.na) Office no: +264 61 284 7088. Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

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Consultants are advised to consult the website of the Procurement Policy Office: [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit) to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

## 6. Eligibility

- (a) A Consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- (d) Participation is limited to Namibian Citizens (i.e. 100% Owned Namibian Registered Companies/Consultants)**

## 7. Submission of Proposals

Proposals from consultants shall be submitted in two separate envelopes, namely Technical and Financial proposal. The proposals must be deposited into the bid box on or before:

**Date:** Thursday, 29 October 2020

**Address:** Roads Authority Head Office, Corner of Mandume Ndemufayo Avenue and David Hosea Merero Streets, Southern Industries, Ground floor, Tender Box

**Time:** 10:00 am

Proposals should **not** be forwarded by electronic mail. Late submissions will not be accepted.

## 8. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

**Only those consultants scoring a minimum of 70 marks on the overall assessment shall be considered for the assignment.** Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should a Consultant be contacted for negotiations, that Consultant must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by them, as may be required to adjudge the reasonableness of their price proposals.

## **9. Rights a Public Entity**

- (a) Please note that the Roads Authority *is* not bound to select any of the consultants submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

## **10. Duration of Assignment**

It is estimated that the minimum duration of the assignment shall be for a period of **6 months for detailed design and tender documentation and 18 months for construction.** You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

## **11. Validity of Proposal**

You are requested to hold your proposal valid for **150 days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Roads Authority will make its best efforts to finalize the agreement within this period.

## **12. Commencement date of Assignment**

Assuming that the contract can be satisfactorily concluded on **Thursday, 21 January 2021** you will be expected to take up/commence with the assignment in **15 calendar days'** time.

## **13. Tax Liability**

Please note that the remuneration which you receive from this contract will be subjected to normal tax liability in Namibia; but the Roads Authority shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

- (a) payments to the Consultant in connection with carrying out this assignment;

- (b) Equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). and
- (c) Property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

#### **14. Insurance**

The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

**15.** The Roads Authority would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

**Julia Itana**

**Manager: Procurement and Tender Compliance**

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## Section 2 - Instructions to Consultants

### Definitions

- (a) “Client” means the Public Entity with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Republic of Namibia.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Namibia.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “Public Entity” has the same meaning as defined in the definition of Public Entity in the Public Procurement Act, 2015.
- (l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.



- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 1. Introduction

- 1.1 The Client named in the **Bidding Data Sheet** will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Bidding Data Sheet**.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Bidding Data Sheet**, for consulting services required for the assignment named in the **Bidding Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Bidding Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the **Bidding Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Bidding Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the

## Consultants.

**Conflict of Interest**

- 1.6 The Government of the Republic of Namibia requires that Consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities**

- (i) A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not

purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting relationships**

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own Public Entity(s). Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall

make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

## **Fraud and Corruption**

1.7 It is the policy of the Government of Namibia to require Public Entities, as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.<sup>1</sup> In pursuance of this policy, the Client:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
  - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
  - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
  - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;
  - (v) “obstructive practice” is

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<sup>1</sup> In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

<sup>2</sup> “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Public Entity staff and employees of other organizations taking or reviewing selection decisions.

<sup>3</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

<sup>5</sup> “Party” refers to a participant in the selection process or contract execution.

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client's investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

1.7.2 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

## **Eligibility**

1.8 (a) A firm or individual that has been sanctioned by the Government of the Republic of Namibia in accordance with

the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Review Panel.

(b) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

(c) Proposal from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the Procurement Policy Unit's website: [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)

(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

- |                                                |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Eligibility of Sub-Consultants</b>          | 1.9  | In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.                                                                                                                                                                                                                                                                                                                                                |
| <b>Origin of Goods and Consulting Services</b> | 1.10 | <p>Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <ul style="list-style-type: none"> <li>(i) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or</li> <li>(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Namibia prohibits any imports of goods from that country or any payments to persons or entities in that country.</li> </ul> |
| <b>Only one Proposal</b>                       | 1.11 | Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.                                                                                                                                                                                                                                                                                               |

- Proposal Validity**
- 1.12 The **Bidding Data Sheet** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However should the need arise; the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **Bidding Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the **Bidding Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Bidding Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Bidding Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the **Bidding Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

**Technical  
Proposal  
Format and  
Content**

(a) 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Bidding Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The following



mandatory documentary evidence is required to accompany the Technical Proposal;

- (i) have a valid certified copy of a company Registration Certificate;
- (ii) have an original/ certified copy of a valid good Standing Tax Certificate;
- (iii) have an original/certified copy of a valid good Standing Social Security Certificate;
- (iv) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (v) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

The Technical Proposal shall further provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by

individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form

TECH-5 of Section 3).

- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Bidding Data Sheet** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

### **Financial Proposals**

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Bidding Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

### **Taxes**

3.7 The Consultant, other than Namibian nationals, may be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the **Bidding Data Sheet** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants may only express the price of their services in

- Namibian Dollars only.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants, **as specified in the Bidding Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Bidding Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the **Bidding Data Sheet**) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 10h00 am, Thursday, 29 October 2020.**” The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a

separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the **Bidding Data Sheet** and received by the Client no later than the time and the date indicated in the **Bidding Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Bidding Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Bidding Data Sheet**.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only**
- 5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet

**for QCBS, FBS,  
and LCS)**

the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. Prices shall be evaluated as quoted in Namibian Dollars.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Bidding Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the

highest combined technical and financial score will be invited for negotiations.

- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

## 6. Negotiations

- 6.1 Negotiations will be held on the date and at the address indicated in the **Bidding Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

### Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

### Financial negotiations

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Namibia, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For

other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

- |                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Availability of Professional staff/experts</b> | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| <b>Conclusion of the negotiations</b>             | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>7. Award of Contract</b>                       | 7.1 | The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                   | 7.2 | For contract above the prescribed threshold outlined in Section 55(4) of the Public Procurement Act, 2015, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                   | 7.3 | For contracts not exceeding the prescribed threshold outlined in Section 55(4) of the Public Procurement Act, 2015, the client shall issue the Letter of Award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                   | 7.4 | In the absence of an application for review by any other consultant within 7 days of the notice under section 7.2, the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



contract shall be awarded to the selected Consultant.

7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit) and the Client's website, the results of the RFP process identifying the:

(i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and

(ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.

7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Bidding Data Sheet**.

**8. Confidentiality** 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

**9. Debriefing** 9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing within 30 days from award, and within 7 days from the date of receipt of request from the unsuccessful consultant.

## Section 2: Instructions to Consultants – Bidding Data Sheet

| Paragraph Reference |                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1                 | Name of the Client: <b>Roads Authority</b><br>Procurement Methods: <b>Request for Proposals (RFP)</b><br>Method of selection: <b>Quality and Cost Based Selection (QCBS)</b>                                                                                                                                                                                          |
| 1.2                 | Financial Proposal to be submitted in separate envelop from the Technical Proposal.<br>Name of the assignment is: <b>SC/RP/RA-14/2020: Consultancy Services for Detailed design, tender documentation, contract administration and site supervision for the construction to gravel standard of D3427 (33km: Mburuuru – Calikawo Extension) in Kavango West Region</b> |
| 1.3                 | No pre-proposal conference will be held. The Consultant should familiarise himself with the project areas.                                                                                                                                                                                                                                                            |
| 1.4                 | The Client will provide the following inputs and facilities:<br>a) All relevant documents and information mentioned in the Terms of References                                                                                                                                                                                                                        |
| 1.6.1               | The Client envisages the need for continuity for downstream work: No                                                                                                                                                                                                                                                                                                  |
| 1.12                | Proposals must remain valid <b>150 days</b> after the submission date.                                                                                                                                                                                                                                                                                                |

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1     | <p>Clarifications may be clarifications should be received 7 days prior to the deadline set for submission of proposals</p> <p>The address for requesting clarifications is:</p> <p>Roads Authority, Private Bag 12030, Ausspannplatz, Windhoek, and Attention to Mr. Eben !Gawaxab: Procurement Officer: Tenders &amp; Contracts. Telephone no: 061 284 7088, Email: <a href="mailto:gawaxabe@ra.org.na">gawaxabe@ra.org.na</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.3 (a) | Consultants may associate with other Consultants: <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3.3 (b) | The estimated number of professional staff-months required for the assignment is <b>6 months</b> design and <b>18 months</b> for construction supervision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.4     | The format of the Technical Proposal to be submitted is: FTP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3.4 (g) | <p>Counterpart Training is a specific component of this assignment:</p> <p>The consultant shall, in so far as the exigencies of the project allow, train one (1) qualified engineer or a technician at any one time, who shall be assigned to the project as counterparts to the Consultant’s staff. Such counterpart is to work with the Consultant’s key personnel as a full member of the project team. The main thrust of the training programme shall be for the trainee to gain experience and further his/her knowledge in survey work, materials prospecting and testing and geometric design, pavement and drainage design as well as in the preparation of contract documents.</p> <p>All costs such as the salary, accommodations, transport etc for this person shall be borne by the Roads Authority. Any other costs, which might be incurred by the Consultant pertaining to the actual training of this person, are to be included in the Consultant's financial.</p> |
| 3.6     | <p>Add the following after the first sentence: “The attached standard forms are as follows:</p> <p>FIN – 1: Financial Proposal Submission form,<br/> FIN – 2: Summary of Cost<br/> Schedule 2: Staff Time, Travel and Cost Detail<br/> Schedule 3: Breakdown of Materials Survey<br/> Schedule 4: Breakdown of Miscellaneous Expense Items<br/> Schedule 5: Miscellaneous Expenses<br/> Schedule 6: Project Cost Summary</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                | Schedule 7: Payment Schedule”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>3.6 (b)</b> | <p>Reimbursable Expenses are as follows:</p> <ol style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client’s country for purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, investigations and surveys;</li> <li>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol> |
| <b>3.7</b>     | <p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation : <b>Yes</b></p> <p>Local Consultants will be subject to all taxes payable and should therefore submit their financial proposals inclusive of taxes</p> <p>Foreign Consultants will be subject to 10% with-holding taxes payable and should therefore submit their financial proposals inclusive of the 10% With-holding taxes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>4.2</b>     | <p><i>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.</i></p> <p><i>The name and position held by each person signing the authorization must</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                                                                                  | <p><i>be typed or printed below the signature.</i></p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
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| <b>4.3</b>                                                                                       | <p><b>Consultant must submit one (1) original and three (3) copies of the Technical Proposal, and One (1) original and three (3) copies of the Financial Proposal. The Technical and Financial Proposals should be submitted in separate envelopes.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| <b>4.4 &amp; 4.5</b>                                                                             | <p>The Proposal submission address is:</p> <p>Roads Authority Head Office, Ground Floor, Tender Box</p> <p>Proposals must be submitted not later than the following date and time:<br/><b><u>Thursday, 29 October 2020 at 10h00 am.</u></b> Late bids will be rejected.</p> <p>Envelopes must be clearly marked with the Following:</p> <ul style="list-style-type: none"> <li>-Name of bidder</li> <li>-Physical Address of Bidder</li> <li>-Procurement Reference Number</li> </ul> <p><i>Roads Authority will accept no liability for any pre-mature opening of bids placed in envelopes not clearly marked.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| <b>5.2 (a)</b>                                                                                   | <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (ii):</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Project Engineer/Leader</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">b) Geometric &amp; Pavement design Engineer</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">d) Material Engineer</td> <td style="text-align: right;">8</td> </tr> <tr> <td style="padding-left: 20px;">e) Hydrology and Drainage Engineer</td> <td style="text-align: right;">8</td> </tr> <tr> <td style="padding-left: 20px;">f) Structural Engineer</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="padding-left: 20px;">g) Professional Surveyor</td> <td style="text-align: right;">4</td> </tr> <tr> <td style="padding-left: 20px;">h) Environmentalist</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (iii):</td> <td style="text-align: right;">[50]</td> </tr> </tbody> </table> |  | <u>Points</u> | (i) Specific experience of the Consultants relevant to the assignment: | 10 | (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: |  | a) Technical approach and methodology | 10 | b) Work plan | 5 | c) Organization and staffing | 5 | Total points for criterion (ii): | [20] | (iii) Key professional staff qualifications and competence for the assignment: |  | a) Project Engineer/Leader | 10 | b) Geometric & Pavement design Engineer | 10 | d) Material Engineer | 8 | e) Hydrology and Drainage Engineer | 8 | f) Structural Engineer | 5 | g) Professional Surveyor | 4 | h) Environmentalist | 5 | Total points for criterion (iii): | [50] |
|                                                                                                  | <u>Points</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| (i) Specific experience of the Consultants relevant to the assignment:                           | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| a) Technical approach and methodology                                                            | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| b) Work plan                                                                                     | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| c) Organization and staffing                                                                     | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| Total points for criterion (ii):                                                                 | [20]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| (iii) Key professional staff qualifications and competence for the assignment:                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| a) Project Engineer/Leader                                                                       | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| b) Geometric & Pavement design Engineer                                                          | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| d) Material Engineer                                                                             | 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| e) Hydrology and Drainage Engineer                                                               | 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| f) Structural Engineer                                                                           | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| g) Professional Surveyor                                                                         | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| h) Environmentalist                                                                              | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |
| Total points for criterion (iii):                                                                | [50]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |               |                                                                        |    |                                                                                                  |  |                                       |    |              |   |                              |   |                                  |      |                                                                                |  |                            |    |                                         |    |                      |   |                                    |   |                        |   |                          |   |                     |   |                                   |      |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------|--------------------------------|-------|----------------------------------------------|-------|---------------|------|----------------------------------|-----|--------------------------------------|-----|-------------------------------------------|-----|----------------------------------|------|
|                                              | <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">[30%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[50%]</td> </tr> <tr> <td>3) Experience in Namibia and Southern Africa</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </table> <p>(iv) Suitability of the transfer of knowledge (Counterpart training) program:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">a) Relevance of training program</td> <td style="text-align: right;">[2]</td> </tr> <tr> <td>b) Training approach and methodology</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td>c) Qualifications of experts and trainers</td> <td style="text-align: right;">[3]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iv):</td> <td style="text-align: right;">[10]</td> </tr> </table> <p>(v) Participation by Previously Disadvantaged Namibian among proposed key staff [10] (not to exceed 10 points) [<i>Sub-criteria shall not be provided</i>]</p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>The minimum technical score St required to pass is: 50 Points</p> | 1) General qualifications | [30%] | 2) Adequacy for the assignment | [50%] | 3) Experience in Namibia and Southern Africa | [20%] | Total weight: | 100% | a) Relevance of training program | [2] | b) Training approach and methodology | [5] | c) Qualifications of experts and trainers | [3] | Total points for criterion (iv): | [10] |
| 1) General qualifications                    | [30%]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| 2) Adequacy for the assignment               | [50%]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| 3) Experience in Namibia and Southern Africa | [20%]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| Total weight:                                | 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| a) Relevance of training program             | [2]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| b) Training approach and methodology         | [5]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| c) Qualifications of experts and trainers    | [3]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| Total points for criterion (iv):             | [10]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| 5.7                                          | <p>The formula for determining the financial scores is the following:<br/> <i>[Insert either the following formula]</i><br/> <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest corrected price and <math>F</math> the corrected price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (F) Proposals are:<br/> <math>T = 0.7</math> and <math>F = 0.3</math></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| 6.1                                          | <p>Expected date and address for contract negotiations: <b><u>21 January 2021.</u></b><br/> Roads Authority Head Office, Windhoek, 2<sup>st</sup> Floor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |
| 7.5                                          | <p>Expected date for commencement of consulting services: <b><u>01 February 2021</u></b><br/> at: Windhoek, Namibia</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                           |       |                                |       |                                              |       |               |      |                                  |     |                                      |     |                                           |     |                                  |      |

### **Section 3. Technical Proposal - Standard Forms**

Refer to Reference Paragraph 3.4 of the Bidding Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

|                                                                                                                                                   |    |
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## Form TECH-1: Technical Proposal Submission Form

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[Location, Date]

To: Roads Authority  
Private Bag 12030  
Ausspannplatz  
Windhoek

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Detailed design, tender documentation, contract administration and site supervision for the construction to gravel standard of D3427 (33km: Mburuuru – Calikawo Extension) in Kavango West Region** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

We are submitting our Proposal in association with:

---

[Insert a list with full name and address of each associated Consultant]<sup>2</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.5 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---



- 1 *[In case Paragraph Reference 1.2 of the Bidding Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”]*
- 2 *[Delete in case no association is foreseen.]*

---

## **Form TECH-2: Consultant’s Organization and Experience**

---

### **A - Consultant’s Organization**

*[Provide here a brief (around two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use around 20 pages.]*

### Consultant to provide only projects undertaken in the last five years

|                                                                              |                                                                                                                                                                         |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Assignment name:                                                             | Approx. value of the contract (in current N\$ equivalent):                                                                                                              |
| Country:<br>Location within country:                                         | Duration of assignment (months):                                                                                                                                        |
| Name of Client:                                                              | Total N <sup>o</sup> of staff-months of the assignment:                                                                                                                 |
| Address:                                                                     | Approx. value of the services provided by your firm under the contract (in current N\$ equivalent):                                                                     |
| Start date (month/year):<br>Completion date (month/year):                    | N <sup>o</sup> of professional staff-months provided by associated Consultants:                                                                                         |
| Name of associated Consultants, if any:                                      | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project:                                            |                                                                                                                                                                         |
| Description of actual services provided by your staff within the assignment: |                                                                                                                                                                         |

Firm's Name: \_\_\_\_\_

---

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client**

---

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phrasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 3.4 (g) of the Bidding Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

---

## Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

---

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

**Form TECH-5: Team Composition and Task Assignments**

| <b>Professional Staff</b> |      |                    |                   |               |
|---------------------------|------|--------------------|-------------------|---------------|
| Name of Staff             | Firm | Years of Expertise | Position Assigned | Task Assigned |
|                           |      |                    |                   |               |
|                           |      |                    |                   |               |
|                           |      |                    |                   |               |
|                           |      |                    |                   |               |
|                           |      |                    |                   |               |
|                           |      |                    |                   |               |
|                           |      |                    |                   |               |
|                           |      |                    |                   |               |
|                           |      |                    |                   |               |
|                           |      |                    |                   |               |

---

## Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

---

**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 Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_

\_\_\_\_\_

**8. Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_

\_\_\_\_\_

**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: \_\_\_\_\_



|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p> | <p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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.



\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

### Form TECH-7: Staffing Schedule<sup>1</sup>

| N°                            | Name of Staff | Staff input ( in Month ) <sup>2</sup> |   |   |   |   |   |   |   |   |    |    |                 |   | Total staff-month input |                    |       |  |
|-------------------------------|---------------|---------------------------------------|---|---|---|---|---|---|---|---|----|----|-----------------|---|-------------------------|--------------------|-------|--|
|                               |               | 1                                     | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12              | n | Home                    | Field <sup>3</sup> | Total |  |
| <b>Design Phase</b>           |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
| 1                             |               | [Home]                                |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
|                               |               | [Field]                               |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
| 2                             |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
|                               |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
| 3                             |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
|                               |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
| n                             |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
|                               |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
|                               |               |                                       |   |   |   |   |   |   |   |   |    |    | <b>Subtotal</b> |   |                         |                    |       |  |
| <b>Site Supervision Phase</b> |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
| 1                             |               | [Home]                                |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
|                               |               | [Field]                               |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
| 2                             |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
|                               |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
| n                             |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
|                               |               |                                       |   |   |   |   |   |   |   |   |    |    |                 |   |                         |                    |       |  |
|                               |               |                                       |   |   |   |   |   |   |   |   |    |    | <b>Subtotal</b> |   |                         |                    |       |  |
|                               |               |                                       |   |   |   |   |   |   |   |   |    |    | <b>Total</b>    |   |                         |                    |       |  |

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input  
 Part time input

### Form TECH-8 Work Schedule

| N° | Activity <sup>1</sup> | Months <sup>2</sup> |   |   |   |   |   |   |   |   |    |    |    |   |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
|    |                       | 1                   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 2  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 3  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 4  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 5  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| n  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals.  
For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

**BID SECURING DECLARATION**  
**(Section 45 of Act)**  
**(Regulation 37(1)(b) and 37(5))**

**Date:** .....[Day/month/year].

**Procurement Ref No.:**

**To: Roads Authority, Windhoek**

I/We\* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We\* accept that under section 45 of the Act, I/we\* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We\* be successful bidder; or**
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We\* understand this bid securing declaration ceases to be valid if I am/We are\* not the successful Bidder

Signed: .....  
*[insert signature of person whose name and capacity are shown]*

Capacity of:  
*[indicate legal capacity of person(s) signing the Bid Securing Declaration]*

Name: .....  
*[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
*[insert date of signing]*

Corporate Seal (where appropriate)

[Note\*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

***\*delete if not applicable / appropriate***



**Republic Of Namibia**

**Ministry of Labour, Industrial Relations and Employment Creation**

**Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015**

**1. EMPLOYERS DETAILS**

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

## 2. PROCUREMENT DETAILS

Procurement Reference No.: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

Location where work will be done, good/services will be delivered: .....

.....

## 3. UNDERTAKING

I .....[insert full name], owner/representative

of .....[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

## Section 4. Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]*

Form FIN-1: Financial Proposal Submission Form ..... 48

Form FIN-2: Summary of Costs ..... 49

FIN – 3, FIN – 4, FIN – 5 to be replaced by the following Schedules:

Schedule 2: Staff Time, Travel and Cost Detail

Schedule 3: Breakdown of Materials Survey

Schedule 4: Breakdown of Miscellaneous Expense Items

Schedule 5: Miscellaneous Expenses

Schedule 6: Project Cost Summary

Schedule 7: Payment Schedule

---

## Form FIN-1: Financial Proposal Submission Form

---

[Location, Date]

To: Roads Authority  
Private Bag 12030  
Ausspannplatz  
Windhoek

Dear Sir/Madam:

1. We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of VAT and all other taxes and duties payable.
2. We acknowledge that the Addenda to Bid, form part of our Bid.
3. We understand that the members of a Joint Venture or Consortium are jointly and severally bound by this Bid and, should this Bid be accepted, shall be jointly and severally bound by the Agreement and should we have submitted this Bid as a Joint Venture or Consortium, we hereby undertake that the composition or constitution of the Joint Venture or Consortium (as the case may be) shall not be altered without the prior written consent of the Authority.
4. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Bidding Data Sheet.
5. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.



---

**Form FIN-2: Summary of Costs**

---

| <b>Item</b>                                    | <b>Costs [In Namibian Dollars]</b> |
|------------------------------------------------|------------------------------------|
| Total Costs of Financial Proposal <sup>1</sup> |                                    |

- 1 Indicate the total costs, including VAT, to be paid by the Client. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

| <b>SCHEDULE 2: STAFF TIME, TRAVEL AND COST DETAILS</b>                                                                                                                                                                                                                                                                                           |                      |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------|----------|--------------|--------------|---------------------|--------------|-------------------------|-----------------|-------------------|--------------|------|--------------|--------------|
| NAME OR NO. OF STAFF                                                                                                                                                                                                                                                                                                                             | FUNCTION             | FIRM NAME | FEES     |              |              | TRAVEL (See Note 1) |              |                         |                 |                   | PER DIEMS    |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  |                      |           | MAN-DAYS | RATE (3) N\$ | COST (3) N\$ | TRIP DETAILS        | VEHICLE TYPE | NO OF TRIPS OR DISTANCE | UNIT OF MEASURE | RATE (3) N\$/UNIT | COST (3) N\$ | DAYS | RATE (3) N\$ | COST (3) N\$ |
| <b>DESIGN AND TENDER SERVICES FOR ENTIRE PROJECT</b>                                                                                                                                                                                                                                                                                             |                      |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Project Engineer     |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Structural Engineer  |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Materials Technician |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Drainage Engineer    |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Surveyor             |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Environmentalist     |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  |                      |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
| <b>Subtotal</b>                                                                                                                                                                                                                                                                                                                                  |                      |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
| <b>CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES</b>                                                                                                                                                                                                                                                                                     |                      |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Project Engineer     |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Resident Engineer    |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Materials Technician |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
|                                                                                                                                                                                                                                                                                                                                                  | Training Counterpart |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
| <b>Subtotal for Construction Phase</b>                                                                                                                                                                                                                                                                                                           |                      |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                     |                      |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
| Notes:                                                                                                                                                                                                                                                                                                                                           |                      |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |
| (1) The consultant must show the estimated distance to be travelled or number of trips by each staff member and type of vehicle for the purpose of specified output For some staff members this can be combined if transport is to be shared<br>(3) All amounts must be shown in Namibian Dollars, exclusive of VAT. (22 man days = 1 man month) |                      |           |          |              |              |                     |              |                         |                 |                   |              |      |              |              |

| <b>SCHEDULE 3: BREAKDOWN OF MATERIALS SURVEY</b> |                                                     |             |            |             |                   |
|--------------------------------------------------|-----------------------------------------------------|-------------|------------|-------------|-------------------|
| <b>ITEM NO</b>                                   | <b>ITEM DESCRIPTION</b>                             | <b>UNIT</b> | <b>QTY</b> | <b>RATE</b> | <b>COST (N\$)</b> |
| <b>A</b>                                         | <b>Locating Fine and Coarse Aggregate Resources</b> |             |            |             | -                 |
| A 1                                              | Locating resource                                   | No          |            |             |                   |
|                                                  |                                                     |             |            |             |                   |
| <b>B</b>                                         | <b>Testing Aggregates and Concrete</b>              |             |            |             | -                 |
| B 1                                              |                                                     | No          |            |             |                   |
| B 2                                              |                                                     | No          |            |             |                   |
| B 3                                              |                                                     | No          |            |             |                   |
| B 4                                              |                                                     | No          |            |             |                   |
|                                                  |                                                     |             |            |             |                   |
|                                                  | Sub-total                                           |             |            |             |                   |
| <b>C</b>                                         | <b>Laboratory tests</b>                             |             |            |             | -                 |
| C 1                                              |                                                     | No          |            |             |                   |
| C 2                                              |                                                     | No          |            |             |                   |
| C 3                                              |                                                     | No          |            |             |                   |
|                                                  |                                                     |             |            |             |                   |
|                                                  | Sub-total                                           |             |            |             |                   |
| <b>D</b>                                         | <b>Reporting</b>                                    |             |            |             | -                 |
| D 1                                              | Compiling report together with printing & copies    | L/sum       |            |             |                   |
| D 2                                              | Other expenses not covered under above items        | L/sum       |            |             |                   |
|                                                  |                                                     |             |            |             |                   |
|                                                  | Sub-total                                           |             |            |             |                   |
|                                                  | 10% contingency *                                   |             |            |             |                   |
|                                                  | <b>Total Material Survey</b>                        |             |            |             |                   |
|                                                  |                                                     |             |            |             |                   |

| <b>SCHEDULE 4: BREAKDOWN OF MISCELLANEOUS EXPENSE ITEMS</b>  |                                    |     |                               |            |
|--------------------------------------------------------------|------------------------------------|-----|-------------------------------|------------|
| ITEM NO                                                      | ITEM DESCRIPTION                   | QTY | RATE (VAT EXCLUSIVE) N\$/UNIT | COST (N\$) |
| <b>A</b>                                                     |                                    |     |                               |            |
| <b>DETAIL OF ACCOMMODATION OF PROJECT ENGINEER AND STAFF</b> |                                    |     |                               |            |
| CONSULTANT                                                   |                                    |     |                               |            |
| (a) DESIGN AND TENDER SERVICES                               |                                    |     |                               |            |
| 1.                                                           |                                    |     |                               |            |
| 2.                                                           |                                    |     |                               |            |
| (b) CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES    |                                    |     |                               |            |
| 1.                                                           |                                    |     |                               |            |
| 2.                                                           |                                    |     |                               |            |
| <b>B</b>                                                     |                                    |     |                               |            |
| <b>OFFICE &amp; LABORATORY EQUIPMENT AND FURNITURE</b>       |                                    |     |                               |            |
| CONSULTANT                                                   |                                    |     |                               |            |
| (a) DESIGN AND TENDER SERVICES                               |                                    |     |                               |            |
| 1.                                                           | Reports, documents                 |     |                               |            |
| 2.                                                           | Tender documents                   |     |                               |            |
| (b) CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES    |                                    |     |                               |            |
| 1.                                                           | Agreement                          |     |                               |            |
| 2.                                                           | Draft Final Report                 |     |                               |            |
| 3.                                                           | Final Report                       |     |                               |            |
| 4.                                                           | Laboratory Equipment and Furniture |     |                               |            |
| <b>C</b>                                                     |                                    |     |                               |            |
| <b>COMMUNICATIONS</b>                                        |                                    |     |                               |            |
| CONSULTANT                                                   |                                    |     |                               |            |
| (a) DESIGN AND TENDER SERVICES                               |                                    |     |                               |            |
| 1.                                                           | Telephone services                 |     |                               |            |
| 2.                                                           |                                    |     |                               |            |
| (b) CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES    |                                    |     |                               |            |
| 1.                                                           | Telephone services                 |     |                               |            |
| 2.                                                           |                                    |     |                               |            |

| <b>SC/RP/RA - 14/2020</b>                                                                                                                                                                                                |                    |                  |          |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|----------|-----------|
| <b>CONSULTANCY SERVICES FOR DETAILED DESIGN, TENDER DOCUMENTATION, CONTRACT ADMINISTRATION AND SITE SUPERVISION FOR THE CONSTRUCTION TO GRAVEL STANDARD OF DR3427 (33KM: MBURUURU – CALIKAWO) IN KAVANGO WEST REGION</b> |                    |                  |          |           |
| <b>SCHEDULE 5: MISCELLANEOUS EXPENSES</b>                                                                                                                                                                                |                    |                  |          |           |
| ITEM DESCRIPTION (1)<br>(Figures in brackets indicate note numbers)                                                                                                                                                      | MEASURING<br>UNITS | UNIT RATE<br>N\$ | QUANTITY | SUM (N\$) |
| <b>FIXED SUM ITEMS: DESIGN AND TENDER SERVICES</b>                                                                                                                                                                       |                    |                  |          |           |
| A. Communication during preliminary design stage                                                                                                                                                                         | LS                 |                  |          |           |
| B. Office & lab equip., furniture and consumables                                                                                                                                                                        | LS                 |                  |          |           |
| C. Inception/Preliminary Design Report printing and binding                                                                                                                                                              | LS                 |                  |          |           |
| D. Borrow Pit Survey and Materials Investigation (2)                                                                                                                                                                     | LS                 |                  |          |           |
| E. Final Design Report printing and binding                                                                                                                                                                              | LS                 |                  |          |           |
| F. Draft Tender Documents printing and binding                                                                                                                                                                           | LS                 |                  |          |           |
| G. Final Tender Documents printing and binding                                                                                                                                                                           | LS                 |                  |          |           |
| H. Draft Contract Report printing and binding                                                                                                                                                                            | LS                 |                  |          |           |
| I. Final Contract Report printing and binding                                                                                                                                                                            | LS                 |                  |          |           |
| <b>VARIABLE ITEMS: CONTRACT ADMINISTRATION AND SITE SUPERVISION *(N/A)</b>                                                                                                                                               |                    |                  |          |           |
| J. Site Accommodation above that provided by contractor (office&private) (3)                                                                                                                                             | month              |                  |          |           |
| K. Communication during contract administration/supervision                                                                                                                                                              | month              |                  |          |           |
| L. Office & lab equip, furniture and consumerables: contr. Adm/superv. (3)                                                                                                                                               | month              |                  |          |           |
| M. Other expenses as approved by the Client - Agreements                                                                                                                                                                 | Note 4             |                  |          |           |
| <b>TOTAL EXPENSES</b>                                                                                                                                                                                                    |                    |                  |          |           |
| <b>EXPLANATORY NOTES:</b>                                                                                                                                                                                                |                    |                  |          |           |
| (1) Please note that all travel expenses must be shown in Schedule 2 and are not included here                                                                                                                           |                    |                  |          |           |
| (2) Summary of Materials survey from Schedule 3                                                                                                                                                                          |                    |                  |          |           |
| (3) Details as shown in Schedule 4                                                                                                                                                                                       |                    |                  |          |           |
| (4) Paid at cost for Normal Services. For conditions of payment for Additional or Exceptional services to be agreed with Client                                                                                          |                    |                  |          |           |
| <b>TERMS OF PAYMENT:</b>                                                                                                                                                                                                 |                    |                  |          |           |
| All amounts must be shown exclusive of VAT.                                                                                                                                                                              |                    |                  |          |           |

| Payment for the expenses quoted in this schedule may be claimed by the consultant as follows: |
|-----------------------------------------------------------------------------------------------|
| ITEM:                                                                                         |
| A. As part of the payment due on satisfactory achievement of the relevant project milestone   |
| B. As part of the payment due on satisfactory achievement of the relevant project milestone   |
| C. As part of the payment due on satisfactory achievement of the relevant project milestone   |
| D. As part of the payment due on satisfactory achievement of the relevant project milestone   |
| E. As part of the payment due on satisfactory achievement of the relevant project milestone   |
| F. As part of the payment due on satisfactory achievement of the relevant project milestone   |
| G. As part of the payment due on satisfactory achievement of the relevant project milestone   |
| H. In monthly amounts, after construction contract commencement                               |
| I. In monthly amounts, after construction contract commencement                               |
| J. In monthly amounts, after construction contract commencement                               |
| K. As agreed with the Client at the time of approval                                          |

| <b>SCHEDULE 6: PROJECT COST SUMMARY</b>                      |                 |                      |                |              |                                    |  |
|--------------------------------------------------------------|-----------------|----------------------|----------------|--------------|------------------------------------|--|
| <b>COST ITEM</b>                                             | <b>MAN-DAYS</b> | <b>COST (Note 1)</b> |                |              | <b>FORGEIN AMOUNTS PAYABLE</b>     |  |
|                                                              |                 | <b>LOCAL</b>         | <b>FOREIGN</b> | <b>TOTAL</b> | <b>1 N\$ = 0.062 EURO (Note 2)</b> |  |
|                                                              |                 | <b>N\$</b>           | <b>N\$</b>     | <b>N\$</b>   | <b>(EURO)</b>                      |  |
| <b>DESIGN AND TENDER SERVICES</b>                            |                 |                      |                |              |                                    |  |
| Man-days and Fees                                            |                 |                      |                |              |                                    |  |
| Per Diems                                                    |                 |                      |                |              |                                    |  |
| Travel                                                       |                 |                      |                |              |                                    |  |
| Materials Survey                                             |                 |                      |                |              |                                    |  |
| DESIGN SERVICES: SUBTOTAL                                    |                 |                      |                |              |                                    |  |
| <b>CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES</b> |                 |                      |                |              |                                    |  |
| Man-days and Fees                                            |                 |                      |                |              |                                    |  |
| Per Diems                                                    |                 |                      |                |              |                                    |  |
| Travel                                                       |                 |                      |                |              |                                    |  |
| CONTRACT ADMIN. AND SUPERVISION: SUBTOTAL                    |                 |                      |                |              |                                    |  |
| <b>ALL SERVICES</b>                                          |                 |                      |                |              |                                    |  |
| Man-days and Fees                                            |                 |                      |                |              |                                    |  |
| Per Diems                                                    |                 |                      |                |              |                                    |  |
| Travel                                                       |                 |                      |                |              |                                    |  |
| Materials Survey                                             |                 |                      |                |              |                                    |  |
| ALL SERVICES: TOTAL                                          |                 |                      |                |              |                                    |  |
| MISCELLANEOUS EXPENSES                                       |                 |                      |                |              |                                    |  |
| <b>PROJECT BUDGET COSTS (subtotal)</b>                       |                 |                      |                |              |                                    |  |
| Contingency 5%                                               |                 |                      |                |              |                                    |  |
| Counterpart training ( Note 3)                               |                 |                      | 50,000.00      |              |                                    |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                  |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|--|--|--|
| <b>Contract administration: RA PROJECT ENGINEER (Note 4.)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <b>60,000.00</b> |  |  |  |
| <b>PROJECT BUDGET COSTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                  |  |  |  |
| <p>Notes:</p> <ol style="list-style-type: none"> <li>1. All cost must be shown in Namibian Dollar, exclusive of Namibian Vat. The Total Cost consists of the Local Cost plus Foreign Cost.</li> <li>2. The Foreign Cost must be broken down into the currency/ies in which payable, calculated at the exchange rate(s) provided by the Bank of Namibia during project's advertisement period.</li> <li>3. The cost to train one or two RA technical personnel. The fee include training materials and travel expenses</li> <li>4. Cost for all travels, accommodations and other cost required for RA Engineers during project/Site meetings and inspections</li> </ol> |  |                  |  |  |  |



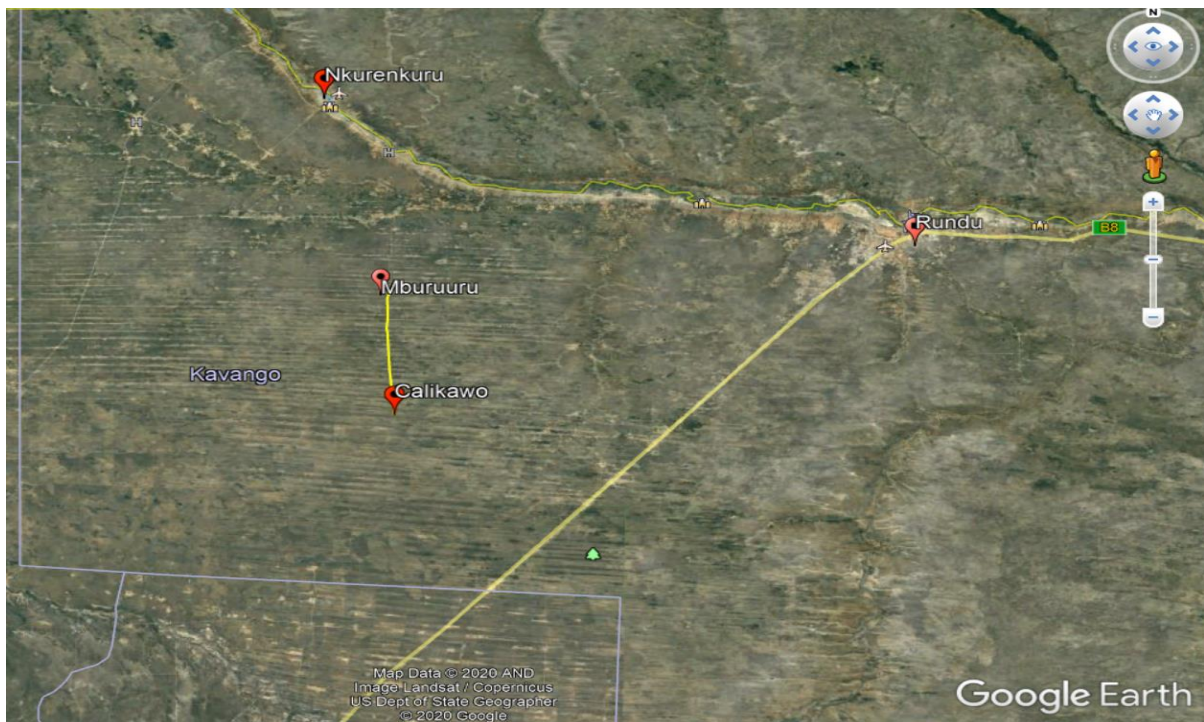
## Section 5. Terms of Reference

### PREAMBLE

These Terms of Reference describe the Services required to be performed by the Consultant for the achievement of the Project.

### INTRODUCTION

The Project described in Section 5 hereunder forms part of the planned construction to gravel standard of District Road 3427 (Mburuuru to Calikawo Extension) as depicted in Figure 1 and described below.



**Figure 1: Planned construction to gravel standard of DR3427 (Mburuuru to Calikawo)**

This earth track is approximately 33km in length stretching from Mburuuru to Calikawo, in Kavango West Region. DR 3427 is proclaimed from Tondoro (B10 road), Mbome, Mburuuru until Calikawo connecting to DR3446. The first phase from Tondoro (B10 intersection) to Mburuuru was completed (30 km) as a gravel road. This road section is a continuation from

Mburuuru to the farms and villages stretching to the south until Calikawo close to Mangetti West and it is both of local and regional importance.

## **DESCRIPTION OF THE PROJECT**

### **BACKGROUND TO THE PROJECT**

#### **Location and Route Description**

The location of the project as well as the route description is as shown in figure 1 above. The Project involves the Detailed Design and Tender Documentation for the construction to gravel standard (33km) of DR3427 between Mburuuru and Calikawo.

#### **Importance of the Project**

The project is aimed to construct a gravel standard road of District road 3427 from Mburuuru to Calikawo.

Presently these farming communities have very poor access to the markets in Nkurenkuru, Rundu or Grootfontein. The construction of this road would provide improved access to the markets to these towns. With a gravel road, linking the above existing settlements to the markets it can be expected that more people will settle along the road thereby increasing the agricultural output.

### **OBJECTIVES OF THE PROJECT**

The construction of this road will contribute to poverty alleviation as outlined in NDP5 and Harambe Prosperity Plan (HPP). The construction will provide jobs to the surrounding communities with the labour-based construction of the road and after construction, it will encourage offices, Ministries and service providers (NamPower, NamPol, NamWater and others) to easily access these communities and provide them with the necessary services.

The Roads Authority therefore requires consulting services for the detail design and tender documentation for the construction to gravel standard of the aforementioned road section.

## **DESCRIPTION OF THE SERVICES REQUIRED**

### **SCOPE OF THE SERVICES**

The objective of the consulting services is to carry out the detail design and tender documentation, as well as contract administration and site supervision required for the construction to gravel standard of the road Section described above. The services will comprise the following tasks:

- Environmental Impact Assessment (EIA), inclusive of a proposed Environmental Management Plan (EMP);
- Detailed engineering design including surveying, materials prospecting and testing, pavement and geometric design, structural and drainage design, preparation of technical documentation, cost estimations, preparation of construction drawings and contract documents for the construction;
- Tendering process, adjudication and award of contract;
- Contract management and supervision of construction.

The scope of consulting services for the Project is further detailed in Sections 4, 5, 6, 7 and 8 of the RA Procedures Manual.

The Consultant shall for the purpose of contract administration assume the duties of the Engineer as defined in the Standard Conditions of Agreement. The Consulting Services as detailed shall be conducted within the borders of the Republic of Namibia.

### **APPLICABLE DOCUMENTATION**

The Services shall be performed and the Works executed in accordance with the respective requirements of the documents specified below:

- Procedures Manual (1<sup>st</sup> Edition, October 2014);
- Materials Manual (1<sup>st</sup> Edition, October 2014);
- Structures Manual (1<sup>st</sup> Edition, October 2014);

- Drainage Manual (1<sup>st</sup> Edition, October 2014);
- Survey Manual (1<sup>st</sup> Edition, October 2014);
- Geometrics Manual (1<sup>st</sup> Edition, October 2014);
- Construction Manual (1<sup>st</sup> Edition, October 2014);
- Environmental Manual (1<sup>st</sup> Edition, October 2014)
- Economic Evaluation Manual (1<sup>st</sup> Edition, October 2014).

The RA Standard Drawings (1<sup>st</sup> Edition, October 2014) shall be used where feasible. Instances where these are inappropriate or uneconomical, the Consultant shall prepare special designs. These special designs must be approved by the Roads Authority.

The Consultant shall consider raising the road to cater for flood as a Contribution to a Safer Namibian Road Network and other Road Safety Related Initiatives.

## **CONSULTING SERVICES (EXCLUDING CONTRACT ADMINISTRATION & SITE SUPERVISION SERVICES)**

### **Environmental Services**

The input shall be in accordance with the Environmental Manual and the environmental policy of the Ministry of Environment and Tourism. Mitigating measures of possible negative effects shall be incorporated into the detail design and tender documentation. Since the road shall be constructed in the Omuramba, there will be watercourses to be crossed therefore; there is risk of water damming up preventing the water from flowing. The exact number of drainage structures and their positions will have to be determined during design and on site. The following measures shall be taken during the design, construction and maintenance phases:

- During the design, care must be taken with the spacing, size and type of drainage structures not to obstruct natural watercourses. Prospecting for materials and surveys must be done with the appropriate level of care to prevent needless destruction of vegetation. Furthermore, the destruction of agricultural fields must be avoided.

- During construction every effort must be made, and this must be controlled by the supervising personnel, that the amount of off-road or off-track travelling is limited to a minimum especially by heavy plant, that no trees are needlessly removed, that where possible borrow pits can serve as water storage. Borrow pits that cannot serve, as water reservoirs should be reinstated.
- Special attention shall be given during the construction period by all staff members of the supervising Consultant to the environmental obligations of the Contractor as set out in detail in the Tender Documents.
- Any environmental issues identified in the applicable Regional Road Master Plan shall be taken into consideration as appropriate in the preparation of the design and contract documents.
- The environmental obligations, which are binding on the Contractor and his staff, are equally binding on the Consultant's staff.

An Environmental Impact Assessment (EIA) shall be performed in accordance with, but not limited to, the following:

- RA Environmental Manual (1st Edition, October 2014);
- Environmental Management Act, 2007 (Act No. 7 of 2007) and its Regulations, 2012;
- Environmental Assessment Policy (Ministry of Environment and Tourism, 1995).

An Environmental Clearance Certificate must be obtained from the Environmental Commissioner for the Project before any construction work may commence.

An Environmental Management Plan (EMP) shall be compiled as part of the EIA. It shall include all mitigation measures recommended to be undertaken during construction including, but not limited to, the following issues:

- Pollution (of soil and water) and waste management;
- Spreading of alien invasive species as well as bush encroachment;
- Loss and/or change of the natural habitat (i.e. due to inter alia borrow pits, movement of construction equipment and human activities);

- Visual and aesthetic impacts;

It is anticipated that the EIA will require consultation with the relevant stakeholders including government departments, regional and local authorities, and other bodies of the public and private sectors that might have an interest in or be affected by the Project.

### **Survey and Mapping**

The Consultant shall prepare his Proposal in accordance with the RA Procedures Manual and the RA Survey Manual. Any proposed deviation from the requirements of any of the RA Manuals must be brought to the attention of the Roads Authority.

It is obligatory to carry out a complete survey of the road including the referencing and surveying of cross-sections at 40m intervals or less.

Given the advances in surveying technology now available on the market the Authority welcomes innovative methods that the Consultant might want to make use of in the survey and mapping tasks.

Aerial photography as stipulated in the Survey Manual will not be required but rather any surveying method that can generate a Digital Terrain Model (DTM) for use in the detail design phase.

Provision of kilometre marker posts according to the RA's Road Management System will be required as per RA specifications.

### **Pavement design and geotechnical tasks**

The Consultant shall perform these tasks in accordance with Section 4 (*Detail design stage*) of the RA Procedures Manual (refer to Section 4.2 *Pavement Design and geotechnical tasks*). Although a selected number of design tasks may be highlighted below, the Consultant must consider all aspects mentioned in the aforementioned Section 4. Any proposed deviation from the requirements of any of the RA Manuals must be brought to the attention of the Roads Authority.

The latest traffic data will be available from the Road Management System (RMS) section of the Roads Authority. These data shall be used with the appropriate growth factors to determine the design traffic for the pavement design

The pavement design and geotechnical tasks shall be carried out in line with the requirements of the relevant specifications. These specifications include, but are not limited to, the following:

- RA Materials Manual (1st Edition, October 2014);
- Code of Practice for Pavement Design (Southern Africa Transport and Communications Commission (SATCC), 1998)
- Technical Recommendations for Highways (TRH20)

A few of the required tasks are highlighted below:

### **Materials and Water for construction**

#### Availability of water for construction

The Consultant shall investigate the availability of construction water in the project area. The Roads Authority requires maximum certainty as to the availability of sufficient construction water. If location of construction water points do not affect construction cost, it is recommended that water points should be located close to the settlements as possible to assist the community with water and for the water points to be used after construction.

#### Availability of materials for construction

The availability of materials for construction shall be investigated in detail.

If the stabilisation of in-situ materials is recommended, the Consultant must ensure that the modification is tested extensively enough to reasonably ensure its successful application and shall present a conclusive cost comparison of alternative stabilisation options. In addition, the site supervision must be conducted by a person with the necessary experience in any such recommended modification procedures and their application with local materials.

### **Geometric and related design tasks**

The Consultant shall perform these tasks in accordance with Section 4 (*Detail design stage*) of the RA Procedures Manual (refer to Section 4.3 *Geometric and related design tasks*). Although a selected number of design tasks may be highlighted below, the Consultant must consider all aspects mentioned in the aforementioned Section 4. Any proposed deviation

from the requirements of any of the RA Manuals must be brought to the attention of the Roads Authority.

The geometric design shall be done in line with the requirements of the relevant specifications. These specifications include, but are not limited to, the following:

- RA Geometrics Manuals (1st Edition, October 2014);
- RA Standard Drawings (1st Edition, October 2014);
- RA Road Traffic Signs Policy (May 1997);
- South African Road Traffic Signs Manual (SARTSM) (Committee of Transport Officials (COTO), 3rd Edition, 1993);
- TRH17: Geometric Design of Rural Roads (Department of Transport: Pretoria, 1988);
- Geometric Design Guidelines (South African National Road Agency Limited (SANRAL));
- Code of Practice for the Geometric Design of Trunk Roads (Southern Africa Transport and Communications Commission (SATCC), 1998);
- Highway Capacity Manual (HCM) (US Transportation Research Board, 5th Edition, 2010)
- South African Road Safety Manual (Committee of Land Transport Officials (COLTO), 1999);
- Typical Drawings for Intersections (South African National Road Agency Limited (SANRAL));

A few of the required design tasks are highlighted below:

#### Cross-section

It is envisaged that the Consultant's design shall correspond to RA Standard Drawing No. N2631 (Standard Gravel Road Section and other Specifications) with a 7.50m wide carriageway. The Consultant must investigate and confirm that the proposed cross-section is sufficient.



Within the urban environment, the road height above natural ground shall be suitable for urban traffic. In the rural setting, the road level above natural ground level should be determined giving due consideration to storm water drainage, minimum wearing course thickness, cross-section profile and a reasonable vertical alignment generally satisfying a safe travelling speed of 100km/h. The vertical alignment design for tender purposes shall be final and adequate for the calculation of quantities and the profile to be constructed.

Recommendations shall be submitted to the Authority for approval.

#### Horizontal and vertical alignment

The Consultant shall survey and investigate where geometric criteria are not fulfilled and he must recommend additional cut and/or fill operations as well as possible re-alignment to ensure adherence to geometric standards for a 100km/h design speed (Consultant to investigate and recommend appropriate design speed for this specific road section). In less critical areas or where an expensive re-design is not warranted the Consultant shall recommend ways to make the road user aware of design shortcomings (e.g. road signs, road markings, road studs etc.).

The horizontal alignment has not been pre-determined by the Roads Authority. However, the consultant shall follow existing tracks as far as possible in order to minimize the destruction of land. For possible amendments the following applies:

- In rural environment, minimum horizontal curve radius of 210m.
- In urban environment, minimum horizontal curve radius of 110m.
- The horizontal alignment shall so far as this is possible avoid drainage channels, low-lying areas where storm water will be ponding, settlements, agricultural land and larger trees.
- The Consultant shall liaise with the local authorities in respect of the horizontal alignments and other relevant matters in connection with the design and construction of the roads. He/she shall arrange and carry out briefing sessions to be held at all major settlements on the road and notify or invite local authorities such as Governors, Councillors and headman in good time.

Recommendations shall be submitted to the Authority for approval.

### Accesses/Intersections

The position of intersections and approved accesses (to adjacent government and/or community facilities such as schools, police stations, churches, clinics, graveyards etc.) shall be determined through on-site investigations as well as stakeholder consultations, and will be depicted on the design drawings. These intersections and accesses must be upgraded to comply with RA Standards.

For major accesses and accesses where the amount of turning vehicles warrants, the Consultant shall make use of the SANRAL Typical Drawings for intersections which provide for dedicated right-turn lanes. Such accesses shall be identified by the Consultant and recommendations submitted to the Authority for approval.

### Pedestrians, bus stops and pick-up points in settlement areas

Attention should be given toward danger spots, specifically relating to pedestrians, hitchhikers and vendors, where the road traverses settlement areas and nearby trading areas. The Consultant shall investigate these hotspots in detail and make recommendations regarding special measures (e.g. high visibility road signage, road markings, bollards to prevent the stopping of vehicles etc.) to be employed to improve the road safety in these high accident risk zones. The Consultant must further make recommendations to the Roads Authority in his design regarding the provision of correctly designed and signposted bus stops and pick-up points close to the intersections in settlement areas.

Recommendations shall be submitted to the Authority for approval.

### Road furniture

The Consultant must furthermore ensure in his design that all road furniture (e.g. road signs, distance markers, road markings, guardrails, danger plates, guide blocks, road reserve fencing etc.) comply with RA Standards. During construction, any damaged or missing road furniture must be replaced and/or new ones installed where applicable.

## **Drainage and Structures**

The Consultant shall perform these tasks in accordance with Section 4 (*Detail design stage*) of the RA Procedures Manual (refer to Section 4.4 *Drainage* and Section 4.5 *Structures*). Although a selected number of design tasks may be highlighted below, the Consultant must consider all aspects mentioned in the aforementioned Section 4. Any proposed deviation from the requirements of any of the RA Manuals must be brought to the attention of the Roads Authority.

Drainage and structural design shall be carried out in line with the requirements of the relevant specifications. These specifications include, but are not limited to, the following:

- RA Drainage Manual (1st Edition, October 2014);
- RA Structures Manual (1st Edition, October 2014);
- RA Standard Drawings (1st Edition, October 2014);
- TMH7: Code of Practice for the Design of Highway Bridges and Culverts in South Africa (Department of Transport: Pretoria, 1989).

The Consultant shall furthermore confirm the sufficiency of existing drainage structures within the road reserve. In his design the Consultant shall investigate and detail all of the aforementioned.

Only box culverts, in-situ or pre-cast, with or exceeding a minimum height of 600mm shall be considered in the design. Pipe culverts shall only be considered to cater for drainage along accesses.

During the construction phase the Roads Authority encourages the use of labour-based methods (where appropriate) that can be carried out by local small and medium-sized enterprises (SMEs).

## **Drawings**

The Consultant shall perform these tasks in accordance with Section 4 (*Detail design stage*) of the RA Procedures Manual (refer to Section 4.6 *Drawings*). Any proposed deviation from the requirements of any of the RA Manuals must be brought to the attention of the Roads Authority.

**Proclamation and compensation plans**

The Consultant shall perform these tasks in accordance with Section 4 (*Detail design stage*) of the RA Procedures Manual (refer to Section 4.7 *Proclamation and compensation plans*). Any proposed deviation from the requirements of any of the RA Manuals must be brought to the attention of the Roads Authority.

It is anticipated that the alignment of the road upgrade will fall inside the current proclamation description/road reserve and that therefore no proclamation plans will need to be prepared.

Compensation reports need to be prepared by the consultant as early as possible to avoid delay.

**Design report**

The Consultant shall perform these tasks in accordance with Section 4 (*Detail design stage*) of the RA Procedures Manual (refer to Section 4.8 *Report and approval*). Any proposed deviation from the requirements of any of the RA Manuals must be brought to the attention of the Roads Authority.

**Calculation of quantities and cost estimate**

The Consultant shall perform these tasks in accordance with Section 4 (*Detail design stage*) of the RA Procedures Manual (refer to Section 4.9 *Calculation of quantities and cost estimate*). Any proposed deviation from the requirements of any of the RA Manuals must be brought to the attention of the Roads Authority.

Detailed cost estimates for the works, contract administration and site supervision shall be presented in the Design Report. The cost estimates must be accurate to within plus or minus 10% of the final construction cost. A fair and reasonable estimate of the cost of works will require carrying out of a unit price analysis of each item using basic cost elements (e.g. labour, materials, equipment, tools, overheads, profit, supervision etc.). The rates for individual items shall be based on average rates of tenderers who have been successful in recent contracts, suitably adjusted to discount abnormal prices and to reflect present prices.

The cost estimates for compensation in terms of borrow pits and quarries shall be based on the actual value, but shall be checked against unit rates furnished by the Authority for each category of land and property utilization.

The cost of contract administration and site supervision shall be included separately in the overall cost estimate. A detailed analysis of the taxes and duties must be shown separately.

To evaluate the required construction period, and forward budget needs, a construction schedule for the contract shall be prepared showing monthly expenditures. Due regard shall be taken of climatic and other conditions of the project area which may influence the construction schedule.

### **Tender documentation**

The Consultant shall prepare the tender documentation in accordance to the Standard Bidding Documents (SBD) for Works as per the provisions of the Public Procurement Act no. 15, 2015. The Bidding Procedure shall be in accordance with Section 6 of the Procedures Manual. Any proposed deviation from the requirements of any of the RA Manuals must be brought to the attention of the Roads Authority.

The general conditions of contract shall be the GCC: General Conditions of Contract as provided in the SBD (Works). The COLTO Standard Specifications for Road and Bridge Works (1998) shall be applicable to the project.

The document shall make allowance for the maximisation of the use of labour and of local contracting capacity. The specifications shall suitably make provisions for this and also address appropriately issues related to gender equity and HIV/AIDS prevention during project implementation.

The Consultant shall submit his draft documents to the Authority for review and approval before finalisation.

### **Counterpart training**

The Consultant shall in as far as the exigencies of the project allow, train **ONE** qualified engineer or technician at any one time, who will be assigned as counterpart to the Consultant's staff as a full member of the project team. The main thrust of the training programme shall be for the trainee to gain relevant engineering experience and further

his/her knowledge in survey work, materials prospecting and testing, geometric design, pavement design, drainage and structural design, environmental aspects, preparation of contract documents as well as site supervision. All costs such as the salary, accommodation, transport etc. of this person shall be borne by the Roads Authority. Any other costs which might be incurred by the Consultant pertaining to the actual training of this person (e.g. computer software) shall be borne by the Consultant.

### **Skill transfer**

It is an objective of the Roads Authority to develop Namibian skills and expertise in the road sector. In this regard, the Consultants are encouraged to assign Namibian citizens with the relevant education as technical assistants to key staff in order to promote knowledge and skill transfer.

## **CONTRACT ADMINISTRATION & SITE SUPERVISION SERVICES**

### ***Scope of Services***

The Consultant shall supervise the construction of the gravel road and administer the construction contract to ensure that:

- the contractor meets his obligations in terms of the construction contract,
- the requirements of the technical specifications are met,
- measurements of quantities and the subsequent payments for executed and accepted work are accurate,
- the contract is executed according to program.

A detailed description of the scope of works required is given in Section 8: Contract Administration, of the Procedures Manual, as well as in the Survey and Materials Manual. In brief, nature and scope of the required services includes the following:

### **Site Supervision**

The Consultant shall be responsible for:

- checking of setting out and control of reference levels,
- controlling of levels,
- checking of quantity calculations,
- quality control of materials,
- quality control of workmanship,
- agreeing on final quantities,
- checking and control of payment certificates,
- attendance and taking of site meetings,
- supervision of compensation procedure,
- counterpart training,
- pre and post-construction site supervision.

Site personnel shall be available on site at all times during construction.

### **Contract Administration**

The Consultant shall:

- attend and chair monthly site meetings,
- support and control site staff,
- site administration in terms of the construction contract,
- draw up and submit progress reports,
- liaise and correspond with the construction contractor and project supervisor on all matters relating to the construction contract,
- interpret construction contract conditions and specifications in close liaison with the project supervisor,

- perform pre and post-construction contract administration.

The Consultant shall provide sufficient qualified staff at head office to administer the construction contract. The head office staff must be freely available and accessible to the project supervisor.

### **Supply of Equipment**

The Consultant shall supply:

- all laboratory apparatus required for construction control laboratory,
- certain survey equipment not supplied by the construction contractor,
- computer with computer software as required,
- suitable vehicles for site personnel.

### ***Procedures***

Special reference is made to SECTION 8: CONTRACT ADMINISTRATION of the Procedures Manual, and the Survey and Materials Manuals as listed in subsection 4.2.2 above as well as the Construction Manual.

### ***Cancelation of Contract Administration and Site Supervision***

if the case where a time gap occurs between detail design phase and the construction phase exceeds two (2) years for reasons which the Consultant is not responsible (e.g. unavailability of funding for the construction phase of the project), the following concurrent with **Clause GC2.9** of the General Conditions of Contract for Consulting Services, will come into effect:

- The Contract may be cancelled in accordance with **Clause GC 2.9.1 (g)**.
- All designs and tender documentation related to the project will be handed over to the Roads Authority; and



- A contract for Consultancy Services for the site supervision and contract administration of the project will go on tender upon assurance of intent to proceed with the construction phase.

### **Amendments to Section 8 of the Procedures Manual: Contract Administration**

The technical and professional qualifications/registrations of the Consultant's site staff members shall be the equivalent of those stipulated for site staff in terms of Section 8: Part 2. The Employer reserves the right to reject proposed staff members whose qualifications/registrations are in its sole opinion not equivalent to those stipulated in Section 8: Part 2.

#### **Site Meetings**

The Project Engineer or his representative shall be present on site at least once a month, during the pre-arranged monthly site meeting.

#### **Control of Taxes and Duties**

No tax or duty exemptions are applicable to this project and as such the consultant must take into account the applicable taxes and duties in tendered rates.

## **PERSONNEL REQUIREMENTS**

### **General**

The Consultant shall refer to the applicable Consulting Agreement for generally applicable requirements regarding his staff. The requirements set out below shall serve to supplement and amplify such requirements. All requirements applicable to the Consultant's staff are automatically applicable to any Sub-consultant's staff as well.

### **Place of Work**

The place of work shall be in **Kavango East Region**. The Contractor will provide accommodation for site supervision staffs.

### **Staff for Detail Design and Tender Documentation**

The Consultant shall appoint a Project Engineer to lead the project team as defined in Section 8.1.2 of the Procedures Manual. The Project Engineer must hold a Bsc. Eng degree and above and must have previous experience (10 years) in similar work, a good knowledge of Namibia and is to be resident in Namibia for the duration of the Project. Key experts as listed below will assist the Project Engineer. The Consultant shall appoint **ONE (1)** dedicated team leader for each key position. In addition to the key staff the Consultant shall provide additional assistant/support staff as required to ensure a well-balanced technically competent team capable of completing the work in the time frame provided.

The key staff and required years of experience will be:

- Project Engineer – 10 years
- Geometric Design Engineer – 10 Years
- Pavement Design Engineer – 10 Years
- Material Engineer – 5 Years
- Hydrology and Drainage Design Engineer – 8 Years
- Structural Engineer – 8 Years
- Professional Surveyor – 7 Years
- Environmentalist – 8 Years
- Materials Technician (if prospecting is to be done in-house).

### **Staff for Contract Administration and Site Supervision**

The Project Engineer shall assume responsibility for the overall contract administration and shall be adequately supported for this purpose by any other staff of the Consultant as may be required for the proper execution of the contract administration.

The Project Engineer shall attend all site meetings and should maintain liaison with the Employer as required for proper execution of the supervision of the project.

The site staff complements below shall be on site from the date of the handing over of the site for the full duration of the construction period, unless provided for otherwise in the Consulting Agreement. The Consultant may be required by the Employer to provide additional site staff for the proper project management, administration and supervision of the construction project as determined by the construction contractor's rate of progress. Such cases will be treated as Additional Services in terms of the Consulting Agreement.

The following staff will be required:

- Resident Engineer,
- Assistant Resident Engineer,
- Surveyor (part-time),
- Materials Engineer (Part-time)
- Chief Materials Technician (Laboratory Manager)
- 2 Materials Technician

The Material Engineer will be required to visit the site as and when required for ensuring smooth running of his/her operation on site.

Unskilled labourers as survey and laboratory assistants shall be provided for in the bill of quantities of the construction contract documents. The Consultant shall at his cost train these labourers to the necessary level of competence for the work required to be performed by such assistants.

### **Educational and Experience Requirements**

The following are the requirements for the various posts to be filled by the site personnel.

- **Resident Engineer**

The Resident Engineer must be registered or eligible to be registered as a Professional Engineer or Incorporated Engineer with the Engineering Council of Namibia, and be in possession of a minimum 4 year B.Sc. Engineering degree, or equivalent, acceptable by the Engineering Council of Namibia.

The Resident Engineer should have a minimum of 8 years and should have gained comprehensive experience on at least two (2) road construction projects of a similar size and nature to this project. One of these projects his or her involvement must have been at least in the capacity of Resident Engineer.

- **Assistant Resident Engineer**

The Assistant Resident Engineer (ARE) must be registered or eligible to be registered as a Professional Engineer with the Engineering Council of Namibia, and be in a possession of a B.Sc. Engineering degree, or equivalent, acceptable by the Council. The position of ARE should cater for the development of a young Namibian Engineer.

- **Surveyor**

The Surveyor must be in possession of a National Diploma or equivalent in surveying or its equivalent with at least 7 years of experience on road planning and construction.

- **Materials Engineer and Chief Materials Technician**

The proposed persons must be registered or eligible for registration with the Engineering Council of Namibia. The minimum requirement for registration for a Materials Engineer is a 4-year B.Sc. Engineering degree or equivalent and the minimum requirement for the Chief Materials Technician is a three (3) year diploma in Civil Engineering or materials testing or the equivalent. At least ten (10) years of substantial experience in materials testing and construction supervision in the field of road building is required for the Chief Materials Technician.

Training of the Chief Materials Technician shall have included all the tests or equivalent tests and activities described under levels I, II and III, specified in Section 9 Part 5 of the Procedures Manual, and they shall be competent to perform these tests. The above qualifications also apply where a commercial laboratory is used to do the materials prospecting and testing task.

The experience of the Materials Engineer shall include at least five (5) years of extensive exposure to materials testing and design under geological and climatic conditions as are prevalent on the construction project.

- **Materials Technician**

The materials technician should have gained comprehensive experience at least five (5) years in the testing of road building materials. His/her level of training shall have included all the tests and activities described under levels I and II, and must be fully competent in performing the tests. The above qualifications also apply where a commercial laboratory is used to do the materials prospecting and testing task.

### **Staff Reimbursement**

Quotations submitted by the Consultant for reimbursement of supervisory staff shall include basic salaries, bonuses, leave payments and any other benefits and administrative charges.

### **Establishment and De-establishment of staff**

Accommodation of the resident supervisory staff as well as office accommodation will have to be supplied by the Contractor. Certain items of furniture as specified in Section 1400 of the Standard Specification and Section B1400 of the Project Specifications will be supplied for the relevant type of accommodation under the Contractor's Contract. The Consultant shall however allow for the establishment of the proposed on-site staff at the beginning of the Contract. Also to allow for moving of staff and their personal effects, furniture etc. on site.

### **Leave, Resignation, Transfers and Replacements**

The Consultant's staff shall arrange their annual leave to coincide with the Contractor's annual recess. Should a staff member however be granted special leave outside the Contractor's annual close-down, the Consultant shall provide at no additional cost to the

Employer an equally qualified person to stand in for the period that the permanent staff member is on special leave.

The special leave of the permanent site staff member as well as the person relieving a permanent staff member shall be approved by the Employer prior to such leave being taken. The Consultant shall not transfer any staff without prior written permission of the Employer.

The Consultant shall replace personnel, if deemed necessary by the Employer and fill vacancies, which are created for whatever reason, e.g. resignation, illness, etc. at no additional cost to the Employer, with suitably qualified persons approved by the Employer.

### **Mobilisation**

The Consultant shall arrange for his staff to be available to move to site within a period of twenty-one (21) days after the award of the Contract to the Contractor.

## **REPORTING REQUIREMENTS**

### **General Provisions**

The Consultant shall prepare all reports and documents required in terms of the Manuals listed in Section 4.3.2. In addition, the Consultant shall provide progress reports. These, and the most important documents required in terms of the Manuals, are listed below. Nonetheless, all reports required to be submitted in terms of the Manuals and these TOR shall be so submitted. All reports shall be prepared in English and on metric size paper. In addition to the number of copies specified below **all documents must be submitted in electronic format**. Details on the electronic format are to be agreed upon with the Roads Authority.

## **REPORTS AND DOCUMENTS APPLICABLE TO ALL PROJECT STAGES**

### **Monthly Progress Reports**

Monthly progress reports shall be submitted to the Authority not later than the 7<sup>th</sup> day of the following month. These reports shall:

- show the progress achieved in chart form;

- relate basic information of the financial status of the Project, including cash flow and fees claimed;
- highlight any problem areas.

The report format shall be similar to the format in use by the Roads Authority.

(1 copy to RA)

### **Bimonthly Progress Reports**

In addition to the monthly progress reports, more detailed bimonthly progress reports shall be submitted. These shall show all work performed during the reporting period, the utilisation of project personnel and a cash flow summary.

Preliminary conclusions shall be made on the basis of analysis of work substantially completed. Actual and anticipated difficulties and delays in the work and their causes shall be identified. Remedies shall furthermore be proposed to solve the aforementioned difficulties.

(7 copies to RA)

## **REPORTS AND DOCUMENTS APPLICABLE TO DETAIL DESIGN AND TENDER DOCUMENTATION STAGE**

The reports listed below shall be submitted. Should the Consultant wish to finalize individual parts of the Draft Design Report before submitting the complete draft report, this should be arranged in consultation with the RA.

### **Inception Report**

After having reviewed all relevant information and having formed first impressions on the site, the Consultant shall prepare an Inception Report to present any project-related issues identified and resultant proposals for the performance of the Consultant's services.

This report shall summarize the Consultant's initial findings, make definite proposals regarding the methodologies to be used in the detail design, availability of materials and present a detailed work programme for all major activities of the assignment.

After submission of the Inception Report the Consultant in agreement with the RA shall organise the start-up meeting to discuss the Inception Report and seek agreement on any project-related issues identified.

(7 copies to RA)

### **Draft EIA Report**

The Draft Environmental Impact Assessment (EIA) Report shall be prepared and submitted to both the RA and the Ministry of Environment and Tourism (MET) in the required format. The Consultant shall seek and obtain comments from the RA and MET on the Draft EIA Report.

(7 copies to RA, 2 copies to MET)

### **Final EIA Report**

Comments and amendments made on the Draft EIA Report shall be taken into consideration in the preparation of the Final EIA Report. The onus rest on the Consultant to submit the Final EIA Report to the MET on behalf of the RA and to follow up the process until MET approval is obtained.

(7 copies to RA, 2 copies to MET)

### **Design Reports**

Compensation Plan and Report: This report is to be an integral part of the Design Report.

Access Plan and Report: This report is to be an integral part of the Design Report.

Materials Report: This report is to be an integral part of the Design Report.

Traffic Accommodation Report: This report is to be an integral part of the Design Report.

Services Report: This report is to be an integral part of the Design Report.

Structures Report: This report is to be an integral part of the Design Report.



Draft Design Report: This report shall be as required in the Manuals referred to in Section 4.3.2 of these TOR, and is to be submitted for scrutiny by the Authority. The draft report shall be amended as required after discussions with the Consultant.

(7 copies to RA)

Final Detail Design Report: This report shall be finalized with all amendments and additions as agreed during the discussions mentioned above and submitted to the Authority.

(8 copies to RA)

### **Tender Documents**

The Tender Documents shall be compiled as required in the Manuals referred to in Section 4.3.2 of these TOR. The documents will be submitted at the time prescribed in the table detailed in Section 4.5.4 of the TOR. For each set of document the following will apply:

Draft Tender Documents: The Consultant may wish to submit the Draft Tender Documents for comments in parts as agreed with the RA. A complete set of Draft Tender Documents shall however be submitted after submission of the Draft Design Stage Report. Any amendments required, as agreed with the Consultant during discussion, shall be incorporated into the final documents.

(7 copies to RA)

Final Tender Documents: Copies of the Final Tender Documents, containing all amendments and additions agreed to during the discussions above shall be submitted. Additional copies will be priced per set.

(30 sets to RA)

## **GENERAL REQUIREMENTS AND DURATION**

### **General**

Normal Services shall be the services specified in these Terms of Reference and Additional Services shall be services other than the Normal Services.

Performance of Additional Services shall be in accordance with agreement reached with the Employer.

### Contact Person

The Consultant shall liaise on this project with the Project Control Engineer (PCE) as designated by the Roads Authority.

### Expected Duration of Project

The project comprises of two phases, namely:

Stage 1: Detail Design and Tender Documentation and

Stage 2: Contract Management, Supervision and Construction

It is anticipated that the detail design, preparation of tender documentation and preparation of contract documents will take approximately 6 months and 18 months for supervision of construction. There is a 12 month maintenance period.

The Consultant will draw up his own proposal for a time schedule but shall make due allowance for the time required by the Authority to assess and approve documents submitted by the Consultant. **The time schedule shall include the construction period until the final contract report highlighting all major activities.**

The following schedule can be used as a guide:

### IMPLEMENTATION TIME SCHEDULE (Example)

| SEQUENCE | ACTIVITY                           | TARGET DATE |
|----------|------------------------------------|-------------|
| A        | Effective Date of Contract         | M           |
| B        | Commencement of Work by Consultant | M + ½       |
| C        | Inception Report                   | M + 2       |
| D        | Draft EIA Report                   | M + 2       |
| E        | Comments on 'D'                    | M + 2½      |
| F        | Final EIA Report                   | M + 4       |

|   |                                                                                  |        |
|---|----------------------------------------------------------------------------------|--------|
| G | Draft Design Report and Draft Drawings                                           | M + 4  |
| H | Comments on 'G'                                                                  | M + 4½ |
| I | Draft Tender Documents                                                           | M + 4½ |
| J | Comments on 'I'                                                                  | M + 5  |
| K | Final Design Report, Final Drawings, Final Tender Documents and Call for Tenders | M + 6  |

## **VEHICLES REQUIRED FOR SUPERVISION**

### **General**

Certain supervisory staff members will be required to do on site supervision, i.e. inspections, survey, investigations and material control. The below listed vehicles shall be available on site for these supervisory staff and on request for Roads Authority staff visiting the sites for official purposes.

### **Vehicles To Be Supplied By The Consultant**

The Consultant will have to supply the required vehicle for the duration of the contract. The vehicle should not be older than three (3) years. The Consultant shall allow for this in his financial proposal.

### **Vehicles To Be Supplied By The Roads Authority**

Two four-wheel drive vehicles will be made available by the contractor for the use of the consultant's staff on site. The comprehensive insurance, licensing and running costs including repairs shall be covered through the construction contract. If the Roads Authority have the above vehicles available from previous contracts, the consultant staff shall make use of the said vehicles.

## **LABORATORY EQUIPMENT**

### **General**

A fully equipped laboratory for concrete tests shall be established on site. The Consultant shall state clearly what laboratory equipment will be provided together with the age of major testing equipment. All major equipment such as the CBR press, concrete press, Troxler etc. shall have a calibration certificate not older than six months, when brought onto site.

### **Equipment To Be Supplied By The Consultant**

The Consultant shall provide all laboratory apparatus and equipment required to be able to perform all the specified control testing. The Consultant shall arrange for the transportation and establishment of his testing equipment to site at the beginning of the Contract and from site at the completion of the Contract.

### **Equipment To Be Supplied By The Contractor**

The Contractor should supply laboratory equipped as specified in Section 1400 of COLTO.

## **SURVEY WORK**

### **General**

Survey work is required to ensure that works are carried out to the specifications.

### **Equipment To Be Supplied By The Consultant**

The Consultant shall provide all electronic equipment for the processing of surveyed data.

## **FINANCIAL PROPOSAL**

The financial proposal submitted by the consultant shall show the Consultant's quotation to do detail design, bid documentation and all bid procedures as well as site supervision, according to the Terms of Reference, the Procedures Manual and in conformity with the contract documents for the construction of the weighbridge facilities.

The quotation shall be a fixed, all-inclusive lump sum adjusted as stipulated herein paid in installments in arrears. The lump sum shall be divided as follows:

1. No advance payment shall be due on award of the contract. Interim payments shall only become due after the site survey, route investigation has been completed, and the consultant has submitted his findings to the Roads Authority.
2. Interim lump sum payment after submission of the Inception/Preliminary Reports.
3. Interim lump sum payment after submission of the Detailed Design.
4. Interim lump sum payment after having submitted the final Bid Documents.
5. A lump sum payment for pre-construction contract administration for the period from the date of awarding the tender to date of handing over the site to the Contractor.
6. Establishment of the specified minimum site staff and the laboratory on site including the site staff household, vehicles, office supplies and equipment etc. This amount shall be paid once the site staff, laboratory and vehicles are on site.
7. Contract administration, site supervision and design works for the period from the date of handing over of the site until the Completion Certificate. The amount to be paid to the Consultant (TENDERED LUMP SUM) for the construction phase shall be for a construction period of eighteen (18) months calculated from the date of handing over the site. The payment due payable to the Consultant (monthly lump sum) shall be one eighteen (1/18) of the TENDERED LUMP SUM for the construction phase but payment shall be a monthly basis. Should the Contractor exceed the construction period of eighteen (18) months, then the TENDERED LUMP SUM due and payable to the Consultant shall be increased by an amount of one eighteen (1/18) of the TENDERED LUMP SUM for every month that the construction period exceeds eighteen (18) months and the monthly lump sum due to the Consultant during the construction time in excess of eighteen (18) months shall remain one eighteen (1/18) of the TENDERED LUMP SUM which shall be paid monthly as above. However, should the contract period be less than eighteen (18) months, then the TENDERED LUMP SUM due to the Consultant shall be reduced by fifty percent (50%) of the monthly lump sum a calculated above for every month that the construction period is less than eighteen (18) months. Parts of a month will also be dealt with on a pro-rata basis.
  - a. Should the consultant wish to reduce the site supervisory staff below the minimum staff specified towards the end of the construction period due to scaling down of the Contractor's activities, which shall only be done with the permission of the Roads Authority then a reduction of the lump sum shall be made equal to the total remuneration of the site staff member for the period absent from site prior to the issuance of the Completion Certificate of the last road section.
  - b. The Consultant however, is asked to reduce site supervisory staff in case of low progress on site for a longer period. **Possible prices escalation on the basis of the inflation rate (escalation formula to be agreed upon), will only be**

**taken into consideration if an extension of the construction period of 6 months occurs.**

8. The lump sum payment to cover the contract administration and site supervision services required after the issuance of the Completion Certificate for a period of four months. The amount is to be paid in one installment. **Please note that costs for international air travel and travel by car for site meetings shall be included in the lump sum payment.**
9. A lump sum payment to cover the contract administration and site supervision required for a period of 12 months (maintenance period) prior to including the Final Certificate. This amount is to be paid in equal installments at six-monthly intervals.
10. A final payment (five percent (5%) of the total amount for site supervision) after all documents, reports and construction record drawings have been submitted to and accepted by the Roads Authority and the project has come to a successful conclusion.
  - a. Each of the payments mentioned above shall be detailed in the Financial Proposal in Schedule 7: Payment Schedule.

## **TECHNICAL PROPOSAL**

### **General**

The Technical Proposal shall **not contain any financial information or data**. The Technical Proposal must be in line with Section 3 of this Request for Proposal.

### **The Project Team**

The technical proposal shall include a description of the organization and structure of the project team. The past experience and knowledge of the local conditions of the qualified engineers and technicians must be included.

A Man-day Schedule shall be prepared for this project to show the composition of the team and the input of the individual during the particular project stages.

Name of qualified engineers and technicians and other professionals shall be given. Where no name are provided, these shall be considered as not yet available within the firm or consortium and are yet to be appointed. For all other staff, the number of persons according to their job description shall be shown. The Man-day Schedule shall also provide the person's position in the team.

Further, the schedule shall be divided into activities namely, materials investigation, design pre-contract award, geometric design, tender procedure, contract supervision/management, design during construction, construction supervision etc.

### **Personnel Qualification**

A schedule shall be prepared showing the academic qualification of all engineers, technicians and other professional staff of professional institutions, years of experience in the field to be engaged in on this project, years of experience in Namibia and citizenship.

Curriculum vitae of all engineers, technicians and persons of other professional occupations providing the required information shall be bound separately and attached to the technical proposal.

### **Programme**

A general programme for the project shall be submitted within two weeks after the signing of the Contract. The work programme shall refer to the proposed steps of work during the different stages of the project (Specification, Detailing of Intended Work, and Description of Tasks). An overview shall be given in bar chart form indicating the particular project steps and the involved staff.

## **AGREEMENT**

A formal Consulting Contract between the Roads Authority and the Consultant will govern the execution of the Project. This Agreement shall take the form agreed to and approved by the Roads Authority. The Consultant shall produce three (3) copies of the Consulting Contract completed and signed within fourteen (14) days of the date of appointment.

The financial and technical proposals, once approved by the Roads Authority, shall form part of the Contract and be binding on both parties.





## **Section 6. Standard Forms of Contract**

## Contents (Section 6)

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## Preface

1. The Standard Contract consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The client using this Standard Contract NOT alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

2. Time-based contracts are recommended when the scope of the services cannot be established with sufficient precision, or the duration and quantity of services depends on variables that are beyond the control of the Consultant. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is based on (i) agreed upon unit rates for Consultant staff multiplied by the actual time spent by the staff in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise Consultant and to be involved in the daily execution of the assignment.

**CONTRACT FOR CONSULTANTS' SERVICES**

**Time-Based**

between

**Roads Authority**

and

---

[name of the Consultant]

Dated: \_\_\_\_\_

## I. Form of Contract

### TIME-BASED

*(Text in brackets [ ] is optional; all notes should be deleted in final text)*

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, Roads Authority (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Personnel and Sub-Consultants – Hours of Work for Key Personnel
    - Appendix D: Financial Proposal
    - Appendix E: Duties of the Client
    - Appendix F: Form of Advance Payments Guarantee *[Not used]*

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Roads Authority

---

Chief Executive Officer

For and on behalf of *[name of Consultant]*

---

*[Authorized Representative]*

*[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

---

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Namibia.
- (b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the Namibian Dollars.
- (h) “GC” means the General Conditions of Contract.
- (g) “Government” means the Government of the Republic of Namibia.
- (h) “Local Currency” means the Namibian Dollars.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; “Local Personnel” means such professionals and support staff who at the time of being so provided had their



domicile inside the Republic of Namibia; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

- (n) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- (o) “Dollars” means Namibian Dollars.
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (r) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (s) “In writing” means communicated in written form with proof of receipt.

## **1.2 Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Law Governing Contract**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4 Language**

This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning and interpretation of this Contract.

## **1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **1.6 Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SC.**

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address **specified in the SC**.

**1.7 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Namibia or elsewhere, as the Client may approve.

**1.8 Authority of Member in Charge**

In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity **specified in the SC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.9 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials **specified in the SC**.

**1.10 Taxes and Duties**

The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as **specified in the SC**.

**1.11 Fraud and Corruption**

If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).

Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.5.

**1.11.1 Definitions**

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) "corrupt practice"<sup>6</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"<sup>7</sup> is any act or omission, including a

---

<sup>6</sup> "Another party" refers to a public official acting in relation to the selection process or contract execution.

misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”<sup>8</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>9</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under Clause 3.6.

### 1.11.2 Commissions and Fees

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

### 2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, **listed in the SC**

<sup>7</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>8</sup> “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>9</sup> A “party” refers to a participant in the selection process or contract execution.

have been met.

- 2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as **specified in the SC**, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date **specified in the SC**.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date **as specified in the SC**.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposal for modification or variation made by the other Party.
- 2.7 Force Majeure**
- 2.7.1 Definition** (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such

Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## **2.8 Suspension**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.

- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2 By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

**2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials

furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

- 2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
  - (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.
- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within sixty (60) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.
- 3.1.2 Law Governing Services** The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any



Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

### **3.2 Conflict of Interests**

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.**

(a) The payment to the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's applicable procurement policies and guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

#### **3.2.2 Consultant and Affiliates Not to Engage in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

#### **3.2.3 Prohibition of Conflicting Activities**

The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### **3.3 Confidentiality**

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the

Services.

- 3.4 Liability of the Consultant** Subject to additional provisions, if any, **set forth in the SC**, the Consultants' liability under this Contract shall be provided by the Applicable Law.
- 3.5 Insurance to be Taken out by the Consultant** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages **specified in the SC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.6 Accounting, Inspection and Auditing**
- 3.6.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.6.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client, if requested by the Client. The Consultant's attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the prevailing sanctions procedures.)
- 3.7 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix C.
  - (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to

provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

(c) Any other action that may be **specified in the SC**.

**3.8 Reporting Obligations**

The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.9 Documents Prepared by the Consultant to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be **specified in the SC**.

**3.10 Equipment, Vehicles and Materials Furnished by the Client**

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

**3.11 Equipment and Materials Provided by the Consultants**

Equipment or materials brought into the Republic of Namibia by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

## 4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

- 4.1 General** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 4.2 Description of Personnel**
- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
  - (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
  - (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.
- 4.3 Approval of Personnel** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.
- 4.4 Working Hours, Overtime, Leave, etc.**
- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in

respect of the Services such number of days before their arrival in, or after their departure from the Republic of Namibia as is specified in Appendix C hereto.

- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the

remuneration which would have been payable to the Personnel replaced.

**4.6 Resident Project Manager**

If **required by the SC**, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

**5. OBLIGATIONS OF THE CLIENT**

**5.1 Assistance and Exemptions**

Unless otherwise **specified in the SC**, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Namibia.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Republic of Namibia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the

Services.

- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be **specified in the SC**.

**5.2 Access to Land**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Republic of Namibia in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

**5.3 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.4 Services, Facilities and Property of the Client**

- (a) The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in the said Appendix E.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

**5.5 Payment**

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.6 Counterpart Personnel**

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if

specified in Appendix E.

- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix E, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Cost Estimates; Ceiling Amount**

- (a) An estimate of the cost of the Services payable in Namibian Dollars is set forth in Appendix D.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in Namibian Dollars specified in the SC.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in Namibian Dollars, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Remuneration and Reimbursable Expenses**

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of



time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).

- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).

**6.3 Currency of Payment**

Payments shall be made in the Namibian Dollars.

**6.4 Mode of Billing and Payment**

Billings and payments in respect of the Services shall be made as follows:

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in Namibian dollars as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix F hereto, or in such other form as the Client

shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the

Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D, may be charged to the respective contingencies provided for in Namibian Dollars only if such expenditures were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

## **7. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond

within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

## **8.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions **specified in the SC**.

### III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract                                                                                                                                                                                                                                                                                                 |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.4                 | The language is English.                                                                                                                                                                                                                                                                                                                                                         |
| 1.6                 | <p>The addresses are:</p> <p>Client : <b>Roads Authority</b><br/>           Attention : <b>Julia Itana</b><br/>           Address : <b>Corner of Mandume Ndemufayo Avenue and David Hosea Meroro streets, Southern Industries Area</b></p> <p>Consultant : _____<br/>           _____<br/>           Attention : _____<br/>           Address : _____</p>                        |
| {1.8}               | <p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p> |
| 1.9                 | <p>The Authorized Representatives are:</p> <p>For the Client: <b>Chris Maketo</b></p> <p>For the Consultant: _____</p>                                                                                                                                                                                                                                                           |
| 1.10                | <b>The applicable law is the tax law of the Republic of Namibia</b>                                                                                                                                                                                                                                                                                                              |
| 2.1                 | <p>Replace this Clause with the following:</p> <p>This Contract shall come into force and effect on the date (“the Effective Date”) of signing of the Contract by both Parties.</p>                                                                                                                                                                                              |
| 2.2                 | The time period shall be: <b>Two (2) months</b>                                                                                                                                                                                                                                                                                                                                  |
| 2.3                 | The time period shall be <b>Fourteen (14) days.</b>                                                                                                                                                                                                                                                                                                                              |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.4 | <p><i>Replace this Clause with the following:</i></p> <p><b><i>“This Contract shall expire Four (4) months after the end of the Defect Notification Period of the last of the Projects carried out under this contract, pursuant to the submission of the Final Contract Reports and Final Invoice of the Consultant.”</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3.4 | <p>Limitation of the Consultants’ Liability towards the Client</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds by three (3) times the total value of the Contract.</p> <p>(b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.”</p>                                                                                  |
| 3.5 | <p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Namibia by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <b>One (1) million Namibian Dollars</b>;</p> <p>(b) Third Party liability insurance, with a minimum coverage of <b>Three (3) Million Namibian Dollars</b>.</p> <p>(c) Professional liability insurance, with a minimum coverage of <b>Five (5) Million Namibian Dollars</b>.</p> <p>(d) 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;</p> |

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3.9</b>          | <p><i>Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.9 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p> |
| <b>5.1(a) - (g)</b> | <i>Delete Clause GC 5.1.</i>                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>6.1(a)</b>       | Replace “an estimate of the cost “ <i>with “the agreed total amount”</i>                                                                                                                                                                                                                                                                                                                                                                         |
| <b>6.1(b)</b>       | Replace “ceilings” with “ <i>the agreed total amount”</i>                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>6.1(c)</b>       | <p>Replace “cost estimates “ <i>with “the agreed total amount”</i></p> <p>Replace “the ceiling or ceilings” <i>with “ the agreed total amount”</i></p>                                                                                                                                                                                                                                                                                           |
| <b>6.2(a)</b>       | <p>Replace “ceilings” with “ <i>the agreed total amount”</i></p> <p>Payments for remuneration made in accordance with Clause GC 6.2(a) in <b>Namibian Dollars</b> shall <b>not</b> be adjusted :</p>                                                                                                                                                                                                                                             |
| <b>6.2(b)</b>       | Replace “time actually spent “ with “ <b>time indicated in Appendix D: Financial Proposal</b> ”                                                                                                                                                                                                                                                                                                                                                  |
| <b>6.2(c)</b>       | The Reimbursable expenses to be paid in Namibia Dollar are set forth in Appendix D: Financial Proposal.                                                                                                                                                                                                                                                                                                                                          |
| <b>6.4(a)</b>       | <p><i>Delete Clause GC 6.4(a)</i></p> <p>No advance payment will be made.</p>                                                                                                                                                                                                                                                                                                                                                                    |
| <b>6.4(b)</b>       | <p>Replace Clause GC 6.4(b) with the following.</p> <p>The Consultant shall submit to the Client invoices for payment in line with the milestones of the approved payment schedule.</p>                                                                                                                                                                                                                                                          |
| <b>6.4(c)</b>       | The interest rate is: <b>The repo-rate of the Bank of Namibia on the due date.</b>                                                                                                                                                                                                                                                                                                                                                               |
| <b>6.4(e)</b>       | <p>The accounts are:</p> <p>for Namibian Dollars: [insert account].</p>                                                                                                                                                                                                                                                                                                                                                                          |

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>8.2</b></p> | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:                     <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <b>Engineering Professional Association of Namibia (EPA)</b> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <b>Engineering Professional Association of Namibia (EPA)</b> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <b>Engineering Professional Association of Namibia (EPA)</b>.</li> </ol> </li> </ol> |
|                   | <ol style="list-style-type: none"> <li>(b) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <b>Engineering Professional Association of Namibia (EPA)</b> <i>as in Clause SC 8.2 1.(b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</li> </ol> <ol style="list-style-type: none"> <li>2. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



|  |                                                                                                                                 |
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|  | in accordance with the rules of procedure for arbitration of the <b>Engineering Professional Association of Namibia (EPA)</b> . |
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**MODEL FORM I ( NOT APPLICABLE)**

See Note to Form on Clause SC 6.2(b)(ii)

**Breakdown of Agreed Fixed Rates in Consultant’s Contract**

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in Namibian Dollars)

| Personnel   |          | 1                                       | 2                           | 3                     | 4        | 5                | 6                                | 7                                            | 8                                                         |
|-------------|----------|-----------------------------------------|-----------------------------|-----------------------|----------|------------------|----------------------------------|----------------------------------------------|-----------------------------------------------------------|
| Name        | Position | Basic Salary per Working Month/Day/Year | Social Charges <sup>1</sup> | Overhead <sup>1</sup> | Subtotal | Fee <sup>2</sup> | Away from Headquarters Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup> |
| Home Office |          |                                         |                             |                       |          |                  |                                  |                                              |                                                           |
|             |          |                                         |                             |                       |          |                  |                                  |                                              |                                                           |
|             |          |                                         |                             |                       |          |                  |                                  |                                              |                                                           |
| Field       |          |                                         |                             |                       |          |                  |                                  |                                              |                                                           |
|             |          |                                         |                             |                       |          |                  |                                  |                                              |                                                           |
|             |          |                                         |                             |                       |          |                  |                                  |                                              |                                                           |

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **IV. Appendices**

### **APPENDIX A – DESCRIPTION OF SERVICES**

*Note: This Appendix will include the Terms of Reference, the Consultants Technical Proposal and the Revised Work Program.*

### **APPENDIX B - REPORTING REQUIREMENTS**

*Note: Section 5.2 for Detailed Design Phase and Section 6.8 for the Construction Phase of the Terms of References are applicable.*

### **APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS – MAN MONTHS FOR KEY PERSONNEL**

*Note: List under:*

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work in Namibia, and staff-months for each in line with TECH 5,6 and 7.*
- C-2 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1.*

## **APPENDIX D – FINANCIAL PROPOSAL**

*The Financial Proposal with the following Forms and Schedules as agreed by both Parties in the Contract Negotiations are applicable:*

- FIN – 1: Financial Proposal Submission form,
- FIN – 2: Summary of Cost
- Schedule 2: Staff Time, Travel and Cost Detail
- Schedule 3: Breakdown of Materials Survey
- Schedule 4: Breakdown of Miscellaneous Expense Items
- Schedule 5: Miscellaneous Expenses
- Schedule 6: Project Cost Summary
- Schedule 7: Payment Schedule

## **APPENDIX E - DUTIES OF THE CLIENT**

*F-1 Counterpart personnel to be made available to the Consultant by the Client.*