

Safe Roads to Prosperity

**German Financial Cooperation
with the Republic of Namibia**

REQUEST FOR PROPOSAL

Issued on: 14 December 2020

for

Selection of Consultants

**DETAILED DESIGN, TENDER DOCUMENTATION,
CONTRACT ADMINISTRATION AND SITE
SUPERVISION FOR THE CONSTRUCTION OF
LABOUR-BASED GRAVEL DISTRICT ROADS**

BMZ-No.: 2013 65 584

Procurement Reference No: SC/RFP/RA-03/2019

Request for Proposal

In terms of section 35 of the Public procurement Act 15 of 2015

Project: *Labour-Based Construction of Gravel District Roads*
DR 3662: Tsandi – Iipanda (28 km) and
DR 3619: Onaanda – Otamanzi (25 km)

Employer: *Roads Authority*

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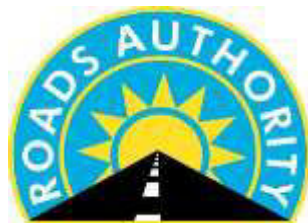
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Safe Roads to Prosperity

Republic of Namibia

Section 1: Letter of Invitation

Request for Proposal

In terms of section 35 of the Public Procurement Act 15 of 2015

**DETAILED DESIGN, TENDER DOCUMENTATION, CONTRACT
ADMINISTRATION AND SITE SUPERVISION FOR THE CONSTRUCTION OF
LABOUR-BASED GRAVEL DISTRICT ROADS
DR 3662: Tsandi – Iipanda (28 km) and
DR 3619: Onaanda – Otamanzi (25 km)**

Procurement Reference No: SC/ONB/RA- 03/2019

14 December 2020

Dear Consultants

1. The *Roads Authority* invites proposals for the provision of the following consulting services: Detailed Design, Tender Documentation, Contract Administration and Site Supervision for the Labour-based Gravel Road Construction of District Roads DR 3662 and DR 3619. More details on the services are provided in the Terms of Reference.
2. The Request for Proposals (RfP) is open to the following short-listed Consultants/Joint Ventures:
 - i. Bicon - Dunamis Joint Venture
 - ii. Element – Tweya and D&P Joint Venture
 - iii. WML & Pregon Joint Venture
 - iv. Emcon & Deka Joint Venture

It is not permissible to transfer this invitation to any other firm.

3. A firm will be selected under the Request for Proposal (RFP) procedure with Pre-Qualification 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 and the guidelines for procurement of consulting services of the German Development Bank, KfW.

4. The RFP includes the following documents:

Section 1 – Letter of Invitation

Section 2 – Instructions to Consultants (including Bidding Data Sheet)

Section 3 – Technical Proposal - Standard Forms

Section 4 – Financial Proposal - Standard Forms

Section 5 – Eligibility Criteria in KfW-Financed Procurement

Section 6 – KfW Policy – Sanctionable Practice – Social and Environmental
Responsibility

Section 7 – Terms of Reference

Section 8 – Standard Form of Contract (including General and Special Conditions)

5. Please inform us in writing at the following address:

The Manager Procurement and Tender Compliance

Roads Authority

Private Bag 12030

Ausspannplatz, Windhoek

E-mail: itanaj@ra.org.na with copy to: gawaxabe@ra.org.na

upon receipt of this Letter of Invitation:

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Julia Itana

Manager: Procurement & Tender Compliance

Section 2: Instructions to Consultants

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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.¹ 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

¹ 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.

- value to influence improperly the actions of another party²;
- (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 obligation³;
 - (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 party⁴;
 - (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 party⁵;
 - (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 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

² “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.

³ 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.

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

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

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

(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.

Eligibility of Sub-Consultants

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.

Origin of Goods and Consulting

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- Services**
- (i) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or
 - (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.
- Only one Proposal**
- 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. Preparation of Proposals

3.1 Not used.

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.

Technical Proposal Format and Content

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.

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 company Registration Certificate;
- (ii) have an original valid good Standing Tax Certificate;
- (iii) have an original 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 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, AT THE DATE AND TIME INDICATED IN THE BIDDING DATA SHEET.**” 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 cause 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**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the

- Evaluation**
- 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 for QCBS, FBS, and LCS)**
- 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 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.

Availability of Professional staff/experts

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.

Conclusion of the negotiations

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.

7. Award of Contract

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 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 3 days from the date of receipt of request from the unsuccessful consultant.

Section 2: Instructions to Consultants

Bidding Data Sheet

Paragraph Reference	
Definitions (o)	Delete in this Sub-Clause (o) the words “Section 5” and replace with the words “ Section 7 ”
1.1	Name of the Client: Roads Authority Procurement Method: Request for proposal with Pre-Qualification Method of selection: Quality and Cost Based Section (QCBS)
1.2	The Financial Proposal will be submitted together with the Technical Proposal: YES, but the Financial Proposal shall be submitted in a separate sealed envelope. Name of the assignment is: Consultancy Services for Detail Design, Tender Documentation, Contract Administration and Site Supervision for the labour-based gravel road construction of DR 3619: Onaanda – Otamanzi and DR 3662: Tsandi – Iipanda, in the Omusati Region
1.3	A pre-proposal conference will be held: NO The Client’s representative is: Roads Authority Cnr. of Mandume Ndemufayo Avenue and David Hosea Merero Road Windhoek, Namibia Attention: Mr. Harley Simasiku E-mail: simasikuh@ra.org.na

1.4	The Client will provide the following inputs and facilities: N/A
1.7	Add the following Sub-Clause 1.7.3: “KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6 , KfW Policy - Corrupt and Fraudulent Practices – Social and Environmental Responsibility.”
1.7.1	Add the following at the end of this Sub-Clause 1.7.1: “In further pursuance of the KfW Policy - Corrupt and Fraudulent Practices – Social and Environmental Responsibility, Bidders shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the submission of the bid submission, and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.”
1.8	Add the following Sub-Clause 1.8 (e) at the end of this Clause: “KfW requires compliance with its eligibility criteria as set forth in Section 5: Eligibility in KfW-Financed Procurement.”
1.9	The eligibility criteria applicable for the shortlisted consultants shall also be applicable for any non-shortlisted consultant, individual expert and sub-consultant.
1.10	Add the following Sub-Clause 1.10 (iii): “KfW requires compliance with the restrictions regarding the origin of materials, equipment and services to be supplied under this Contract and financed by KfW, as set forth in Section 5: Eligibility in KfW-Financed Procurement.”
1.11	Add the following at the end of Sub-Clause 1.11: “If the following expertise is provided through Sub-Consultants or individual experts , who will not be evaluated, then these Sub-Consultants or individual experts may participate in more than one (1) Application: <ul style="list-style-type: none"> • Environmentalist, • Surveyor; and Chief Material Technician.
1.12	Proposals must remain valid: 120 days after the submission date.

2.1	<p>Clarifications may be requested not later than:</p> <p style="text-align: center;">Fourteen (14) days prior to the proposal submission date.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;">Roads Authority Cnr. of Mandume Ndemufayo Avenue and David Hosea Meroro Road Windhoek, Namibia</p> <p>Attention: Mr Eben !Gawaxab or Ms Julia Itana E-mail: gawaxabe@ra.org.na itanaj@ra.org.na</p>
3.3 (a)	<p>Short-listed Consultants may associate with other short-listed Consultants:</p> <p style="text-align: center;">NO, but association with other non-shortlisted consultants or individual Experts is allowed, subject to ITB 1.9</p> <p>The maximum number of members in a Joint Venture shall be as follows: Maximum three (3) members in every one Joint Venture.</p>
3.3 (b)	<p>The estimated duration of the project is as follows:</p> <p>Five (5) Months for detailed design and tender documentation phase (Design period) and Twenty four (24) Months for Contract Administration and Site Supervision Phase (Construction Period)</p>
3.4	<p>The format of the Technical Proposal to be submitted is:</p> <p style="text-align: center;">Full Technical Proposal (FTP)</p> <p>“The mandatory Standard Forms to be used by the Consultant for the compilation of the Technical Proposal, attached in Section 3, are as follows:</p> <p>TECH-1: Technical Proposal Submission Form TECH-2: N / A TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Public Entity A - On the Terms of Reference B - On Counterpart Staff and Facilities TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment TECH-5: Team Composition and Task Assignments TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff TECH-7: Staffing Schedule</p>

	<p>TECH-8: Work Schedule TECH-9: Declaration of Undertaking TECH-10: Continued Eligibility and Qualification</p> <p>Additionally, a Power of Attorney must be included in the Technical Proposal, in terms of ITC 4.2.</p> <p>Further, the following mandatory Evidence, in terms of clause 3.4, must accompany the Technical Proposal:</p> <ul style="list-style-type: none"> (i) a valid company Registration Certificate; (ii) an original valid good Standing Tax Certificate; (iii) an original valid good Standing Social Security Certificate; (iv) 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.”
3.4 (f)	<p>Replace this Sub-Clause 3.4 (f) with the following:</p> <p>“CVs of Professional staff must be originally signed by the staff members themselves (Form TECH-6 of Section 3). The signature of the authorized representative only, <u>will not</u> be sufficient and the CV <u>will not</u> be considered for the evaluation of the Technical Proposal.”</p>
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 technician at any one time, who shall be assigned to the project as counterparts to the Consultant’s staff.</p> <p>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>This Counterpart Training should facilitate the registration to the Engineering Council of Namibia (ECN) 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 proposal.</p>

3.5	<p>Delete this Sub-Clause 3.5 and replace with the following:</p> <p>“The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information will be declared non responsive.”</p>
3.6 (a)	<p>Add the following after the first sentence of this Sub-Clause 3.6:</p> <p>“The mandatory Standard Forms to be used by the Consultant for the compilation of the Financial Proposal, attached in Section 4 are as follows:</p> <p>FIN – 1: Financial Proposal Submission Form FIN – 2: Summary of Cost Schedule 1: Staff Time, Travel and Cost Detail Schedule 2: Breakdown of Materials Survey Schedule 3: Breakdown of Miscellaneous Expense Items Schedule 4: Miscellaneous Expenses Schedule 5: Project Cost Summary Schedule 6: Payment Schedule</p> <p>Additionally, a copy of the Power of Attorney, of which the original was submitted with the Technical Proposal, in terms of ITC 4.2, must be included in the Financial Proposal.”</p>
3.6 (b)	<p>Reimbursable Expenses are as follows and shall be filled in the prescribed fields of Schedules 2 to 6, as applicable:</p> <ol style="list-style-type: none"> (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; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route (separately for land transport and air transport); (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing. (9) a lump sum provided for travel costs/flights set aside only for RA Staff attending Site meetings, inspections etc. (in Schedule 6).

3.7	<p>Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation:</p> <p style="text-align: center;">YES</p>
4.2	<p>Add the following to sub-clause 4.2.</p> <p>“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.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</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> <p>A sample Authority for Signatory Form is included in Section 3.</p> <p>Should there be any one page in the original Technical Proposal and/or Financial Proposal, <u>which has not been initialed by the authorized representative of the Consultant, than this will lead to the disqualification of the said Proposal.</u>”</p>
4.3	<p>Consultant must submit one (1) original and four (4) copies of the Technical Proposal, and One (1) original and four (4) copies of the Financial Proposal.</p>
4.4 & 4.5	<p>Submissions by E-mail or by mail are not accepted.</p> <p>The Application shall be submitted by Courier or by Hand at the following address:</p> <p>Attention: The Manager Procurement Management Unit Roads Authority of Namibia</p> <p>Address: Roads Authority of Namibia Cnr of Mandume Ndemufayo Avenue and David Hosea Meroro Road Windhoek, Namibia</p> <p>When delivered by hand, Applications must be deposited in the:</p> <p style="text-align: center;">Tender Box, Ground Floor Roads Authority Head Office Corner of Mandume Ndemufayo Avenue and David Hosea Meroro Road Windhoek</p>

	<p>Proposals must be submitted at the above address at or before:</p> <p>Date: Thursday, 28 January 2021 (45 days from date of letter of invitation)</p> <p>Time: 10h00 am (local time)</p> <p>Late bids will be rejected.</p>
	<p>Delete this Sub-Clause 4.6 and replace with the following:</p> <p>“The Client shall open the Technical Proposals in public, immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and shall be safely stored after the conclusion of the opening procedure.”</p>
4.7 (new)	<p>Add this new Sub-Clause 4.7 at the end of Clause 4:</p> <p>“4.7: At the opening of the Technical Proposals the following shall be recorded in the opening protocol:</p> <ul style="list-style-type: none"> (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence or absence of the signed Declaration of Undertaking (TECH-9); (iv) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate.”
5.2 (a)	<p>Add the following before the first sentence of this Sub-Clause 5.2:</p> <p>“As a first step of the evaluation of the Technical Proposals, the responsiveness of the Technical Proposal will be evaluated; and the lacking of any one of the following will lead to the disqualification of the Proposal:</p> <ul style="list-style-type: none"> (i) Technical Proposal Submission Form (TECH-1); (ii) Power of Attorney (iii) Declaration of Undertaking (TECH-9); (iv) Continued Eligibility and Qualification (TECH-10) (v) a valid company Registration Certificate; (vi) an original valid good Standing Tax Certificate; (vii) an original valid good Standing Social Security Certificate;

	<p>(viii) 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;</p> <p>(ix) 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.”</p> <p>(x) initialling of any one page in the Original Technical Proposal.</p>																											
5.2 (b)	<p>Criteria, sub-criteria and scoring system for the evaluation of Full Technical Proposals are:</p> <table border="1" data-bbox="392 707 1386 2020"> <thead> <tr> <th data-bbox="392 707 1177 808">Criteria Description</th> <th data-bbox="1181 707 1283 808">Max Score</th> <th data-bbox="1286 707 1386 808">Min Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="392 813 1177 869">1. Concept and methodology</td> <td data-bbox="1181 813 1283 869">30</td> <td data-bbox="1286 813 1386 869">15</td> </tr> <tr> <td data-bbox="392 873 1177 969">1.1 Is the Proposal complete, concise and related to the project?</td> <td data-bbox="1181 873 1283 969">5</td> <td data-bbox="1286 873 1386 969">2.5</td> </tr> <tr> <td data-bbox="392 974 1177 1070">1.2 Critical analysis of the project objectives and the Terms of Reference (TOR)</td> <td data-bbox="1181 974 1283 1070">5</td> <td data-bbox="1286 974 1386 1070">2.5</td> </tr> <tr> <td data-bbox="392 1075 1177 1294">1.3 Proposed concepts and methods a). Technical Approach and Methodology b). Work Schedule c). Organization and Staffing d). Adequacy of ESHS Approach</td> <td data-bbox="1181 1075 1283 1294">10 2.5 2.5 5</td> <td data-bbox="1286 1075 1386 1294">5 1.25 1.25 2.5</td> </tr> <tr> <td data-bbox="392 1299 1177 1395">2. Qualifications and experience of proposed key staff</td> <td data-bbox="1181 1299 1283 1395">70</td> <td data-bbox="1286 1299 1386 1395">35</td> </tr> <tr> <td data-bbox="392 1400 1177 1653">2.1 Team leader / Project engineer i). General qualification ii). Experience in rural road design & construction iii). Experience in labour-based road projects iv). Experience in northern Namibia v). Language (English & local languages)</td> <td data-bbox="1181 1400 1283 1653">20 4 5 5 4 2</td> <td data-bbox="1286 1400 1386 1653">10 2 2.5 2.5 2 1</td> </tr> <tr> <td data-bbox="392 1657 1177 1881">2.2 Other Key staff to be employed on the project a). Geometric/Pavement Design Engineer b). Drainage/Structural Design Engineer c). Resident Engineer d). Assistant Resident Engineer</td> <td data-bbox="1181 1657 1283 1881">25 10 5 7 3</td> <td data-bbox="1286 1657 1386 1881">12.5 5 2.5 3.5 1.5</td> </tr> <tr> <td data-bbox="392 1886 1177 2020">The score to be assigned to each of the above positions shall be determined considering the</td> <td data-bbox="1181 1886 1283 2020"></td> <td data-bbox="1286 1886 1386 2020"></td> </tr> </tbody> </table>	Criteria Description	Max Score	Min Score	1. Concept and methodology	30	15	1.1 Is the Proposal complete, concise and related to the project?	5	2.5	1.2 Critical analysis of the project objectives and the Terms of Reference (TOR)	5	2.5	1.3 Proposed concepts and methods a). Technical Approach and Methodology b). Work Schedule c). Organization and Staffing d). Adequacy of ESHS Approach	10 2.5 2.5 5	5 1.25 1.25 2.5	2. Qualifications and experience of proposed key staff	70	35	2.1 Team leader / Project engineer i). General qualification ii). Experience in rural road design & construction iii). Experience in labour-based road projects iv). Experience in northern Namibia v). Language (English & local languages)	20 4 5 5 4 2	10 2 2.5 2.5 2 1	2.2 Other Key staff to be employed on the project a). Geometric/Pavement Design Engineer b). Drainage/Structural Design Engineer c). Resident Engineer d). Assistant Resident Engineer	25 10 5 7 3	12.5 5 2.5 3.5 1.5	The score to be assigned to each of the above positions shall be determined considering the		
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	<p>following sub-criteria and respective weights:</p> <p>i). General qualification 20%</p> <p>ii). Experience in rural road design & construction 25%</p> <p>iii). Experience in labour-based road projects 25%</p> <p>iv). Experience in northern Namibia 20%</p> <p>v). Language (local languages) 10%</p>		
	<p>2.3 Local SME consultant participation</p> <p>a). Namibian SME consultants as JV-Partners (10 for each SME JV Partner)</p> <p>b). Namibian SME consultants as Sub-Consultants (5 for each SME Sub-consultant)</p>	20	10
	<p>2.4 Suitability of counterpart training programme</p> <p>a). Relevance of training programme</p> <p>b). Training approach and methodology</p>	5 3 2	2.5 1.5 1
	TOTAL SCORE	100	50
	<p>The minimum overall technical score S_t required to pass is 75 points. Additionally, for each sub-criterion, the minimum score of 50% of the maximum score, as set out in the table above, must be achieved to pass.</p>		
5.7	<p>The formula for determining the financial scores is the following:</p> $S_f = 100 \times F_m / F,$ <p>in which S_f is the financial score, F_m is the lowest corrected price, and F the corrected price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (F) Proposals are: $T = 0.8$ and $F = 0.2$</p>		
6.1	<p>Expected date and address for contract negotiations:</p> <p>Date: t.b.a.</p> <p>Address: Roads Authority of Namibia Cnr of Mandume Ndemufayo Avenue and David Hosea Merero Road Windhoek, Namibia</p>		
7.7	<p>Expected date for commencement of consulting services:</p> <p>14 days after signing of the Contract.</p>		

Section 3: Technical Proposal - Standard Forms

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

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.

Form TECH-1: Technical Proposal Submission Form	33
Form TECH-2:N / A	35
Form TECH-3:Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client.....	36
A - On the Terms of Reference.....	36
B - On Counterpart Staff and Facilities	37
Form TECH-4:Description of Approach, Methodology and Work Plan for Performing the Assignment.....	38
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Form TECH-6:Curriculum Vitae (CV) for Proposed Professional Staff.....	40
Form TECH-7:Staffing Schedule.....	42
Form TECH-8:Work Schedule.....	43
Form TECH-9:Declaration of Undertaking	44
Form TECH-10:Continued Eligibility and Qualification.....	47
Sample Form:Authority for Signatory	48

Form TECH-1: Technical Proposal Submission Form

[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 OF LABOUR-BASED GRAVEL DISTRICT ROADS: DR 3662: Tsandi – Iipanda (28 km) and DR 3619: Onaanda – Otamanzi (25 km) in accordance with your Request for Proposal dated **14 December 2020** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

[If the Consultant is a joint venture, insert the following: “We are submitting our Proposal in a joint venture between: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “the relevant information of the existing JV agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.”

and/or

If the Consultant’s Proposal includes Sub-consultants or individual experts, insert the following: “We are submitting our Proposal with the following firms as Sub-consultants or individual experts: [Insert a list with full name and address of each Sub-consultant or individual experts.”]

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 1.12.
- (c) We have no conflict of interest in accordance with ITC 1.6.
- (d) Except as stated in ITC 1.12, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 6.4 may lead to the termination of Contract negotiations.

(e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 7.7.

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 Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

Form TECH-2: Consultant's Organization and Experience

N / A

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 phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Training and Facilities

[Comment here on counterpart training and training methodology according to ITC 3.4 (g)]

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,*
- d) Adequacy of ESHS Approach*

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.

d) Adequacy of ESHS Approach. This chapter should explain your understanding of the sensibilities of the project, related to Environmental, Social, Health and Safety (ESHS) matters. You should explain your approach to the services, methodology for carrying out the activities and obtaining the expected ESHS related outputs. You should highlight the ESHS related problems and the approaches and methodologies you would propose and adopt addressing them.]

Form TECH-5: Team Composition

Complete the list below with definitely assigned professional staff (internally / externally) for this assignment. Include freelance personnel and Sub-Consultant staff, if applicable. **Attach CVs** of each assigned professional staff using Form TECH-6.

Name	Position	Education / Degree	Professional Experience [years]	Experience in proposed Position [years]	Experience in Labour-Based Road Projects	Relationship with / Years within the Bidder ⁶	Country/Regional Experience (northern Namibia)	Languages

⁶ For freelance experts (e.g. with retainer Contracts or formal agreements) indicate “FE” and how long the expert has been associated with the Applicant. For Sub-Consultant staff indicate “Sub”. Staff from Affiliated firms of the Applicant shall be considered as Sub-Consultant staff.

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>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</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] *Day/Month/Year*

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in Month) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Design & Works Tender Phase																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
															Subtotal			
Site Supervision & Defects Notification Phase																		
1		[Home]																
		[Field]																
2																		
n																		
															Subtotal			
															Total			

- 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 ¹	Months ²												
		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.

Form TECH-9: Declaration of Undertaking

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")⁷

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁸ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

⁷ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁸ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:

- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁹ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹⁰: _____

Signature: _____

Dated: _____

⁹ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

¹⁰ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Form TECH-10: Continued Eligibility and Qualification

Name of Consultant

Name of the JV Member (if applicable)
--

[Insert one of the two options, as applicable:]

“We hereby certify that none of the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification.”

or,

“We hereby certify that the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification. The changes are provided in the attached form(s):”]

[Mark the form(s), containing changes in the eligibility and qualification information and attach the form(s) including the actual information and data to the Proposal.]

- Declaration on Conflict of Interest and of Submitting a Proposal
- Declaration of Association
- Financial Capacity Statement
- Project Experience
- List of Available Personnel and Human Resource Capacity

Sample Form: Authority for Signatory

Authority for Signatory

Signatories for firms must establish their authority by attaching to this form a copy of the relevant resolution of the Board of Directors, duly signed and dated. An example is shown below:

By resolution of the Board of Directors at a meeting on (Date)

..... 20 at,

Mr,

whose signature appears below, has been duly authorised to sign all documents in connection with this tender for Procurement Reference No.: and any contract which may arise therefrom on behalf of (Company Name in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY BY

IN HIS CAPACITY AS

DATE

SIGNATURE OF SIGNATORY

WITNESSES:

1. Name Signature

2. Name Signature

COMPANY STAMP

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.

- Form FIN-1: Financial Proposal Submission Form 50
- Form FIN-2: Summary of Costs..... 52
- Form FIN-3: Breakdown of Costs..... 53
 - Schedule 1: Staff Time, Travel and Cost Detail
 - Schedule 2: Breakdown of Materials Survey
 - Schedule 3: Breakdown of Miscellaneous Expense Items
 - Schedule 4: Miscellaneous Expenses
 - Schedule 5: Project Cost Summary
 - Schedule 6: 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 DETAILED DESIGN, TENDER DOCUMENTATION, CONTRACT ADMINISTRATION AND SITE SUPERVISION FOR THE CONSTRUCTION OF LABOUR-BASED GRAVEL DISTRICT ROADS: DR 3662: Tsandi – Iipanda (28 km) and DR 3619: Onaanda – Otamanzi (25 km) in accordance with your Request for Proposal dated **14 December 2020** and our Technical Proposal.
2. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is exclusive of VAT and all other taxes and duties payable. The amount for VAT and all other taxes and duties payable is [Insert amount(s) in words and figures]. The amount inclusive of VAT and all other taxes and duties payable is [Insert amount(s) in words and figures ¹]
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 ITC 1.12.
5. Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”]

6. 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: _____

In the capacity of: _____

Address: _____

E-mail: _____

[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

1 Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.

Form FIN-2: Summary of Costs

Item	Costs [In Namibian Dollars]
Project Budget Costs / Agreed Total Amount ¹ of Financial Proposal (Excluding VAT and all taxes and duties)	
VAT and all taxes and duties	
Total Costs of Financial Proposal ²	

- 1 Such costs must coincide with the sum of the relevant Total indicated in Schedule 5 of Form FIN-3 provided with the Proposal.
- 2 Indicate the total costs, including VAT, to be paid by the Client

Form FIN-3: Breakdown of Costs

Instructions for the Completion of the Financial Schedules

Failure to meet any of the requirements in the following Instructions for the Completion of the Financial Schedules may prejudice or disqualify the Consultant's proposal.

Schedules 1 to 4 are examples of the information and general format of presentation required. The Consultant may extend these schedules (except where otherwise specified in these Instructions) to suit its specific needs. Any pre-printed quantities and items must be retained as given.

When making any changes to these schedules, the Consultant must take care to still present all the information as required in the sample schedules.

All financial information as required shall be filled in the prescribed Schedules.

Any missing financial information shall be interpreted as the Consultant having tendered a zero rate or cost, as the case may be. Such zero rate or cost will also be entered in the agreement to be concluded with the successful consultant.

However any necessary additional expenditures not envisaged in the agreed total amount, in case of extension of the construction period beyond the contractually agreed construction period of twenty four (24) months will be paid as a time-based component with reimbursable expenses

SCHEDULE 1

- (a) The functions pre-printed in the section KEY STAFF are fixed for the purposes of this proposal. (Motivated requests for changes may, but not necessarily, be considered during contract negotiations.)
- (b) The functions pre-printed in the section DESIGN & WORKS PROCUREMENT PHASE and SITE SUPERVISION & DEFECTS NOTIFICATION PHASE are fixed for the purposes of this proposal. (Motivated requests for changes may, but not necessarily, be considered during contract negotiations.). Additional staff and their functions may be added as required for the successful completion of the assignment, but may not necessarily be considered for the evaluation.
- (c) The project staff of the Consultant and all sub-consultants, if any, shall be listed. Experts must be listed by name, but for technical and administrative support staff the function and the number of staff to be allocated to each function will suffice. For each named expert a CV (max 5 pages) must be included in the technical proposal.
- (d) Schedule 1 is a summary of each staff member's time and cost for each of the functions/services required. Cost of Personnel for international and local/regional staff shall be all-inclusive, including salary, social charges and overhead costs, bonus, vacation and sick

leave, home office cost, all medical examinations, professional training, cost of IT equipment, company's professional insurance, taxes, risk and profit.

- (e) All rates and costs must be quoted in Namibian Dollar (N\$).
- (f) Professional fees shall be inclusive of the costs of administrative staff, typists, etc., which shall not be paid for separately.
- (g) Regarding the terms of payment for fees, per diems and expenses, the Consultant is referred to the Proposed Consulting Contract Form.
- (h) In the columns under the heading TRAVEL, the Consultant shall list all planned international and local travel for each staff member (or function in the case of unnamed support staff) and for each of the services separately. For travel by car or chartered transport, a lump sum distance may be quoted for all involved staff combined. The columns shall be filled regardless if the position is filled with Consultant's or sub-consultant's staff. Air travel costs (international, regional or local) shall be inclusive of air fares (based on economy class fare), including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, etc.) as a lump sum item per round trip. Costs for vehicle travel shall be all-inclusive costs per travelled kilometer, including all fixed and running cost of own or leased/rented vehicles, fuel, all lubricants and consumables, all risk insurance, maintenance and repair costs as well as costs for a driver;
- (i) In the columns under the heading PER DIEMS, the Consultant shall list all planned allowances granted to the Consultant's or sub-consultants' staff.

SCHEDULE 2

- (a) The Consultant shall provide costs for materials prospection and the actual tests and reporting to be carried out during the design phase.
- (b) Travel expenses must be entered into Schedule 2.
- (c) The 10% contingency will only be used, if the Consultant has provided proof that the additional expenditure is required, and the Roads Authority has authorized such expenditure in advance in writing.

SCHEDULE 3

- (a) The Consultant shall provide information separately for the Consultant's firm and every sub-consultant or sub-contractor, if any. The names of sub-consultants or sub-contractors must be provided. The Schedule may therefore be extended as required.
- (b) Costs for the Local Project Office shall be offered as monthly all-inclusive lump sum, consisting of all cost items such as office rent and office operation cost (include cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all consumables).

(c) If a Consultant employs a sub-consultant or sub-contractor for certain parts of the works (e.g. materials sampling and testing, etc.) then the **costs for the personnel shall be included in Schedule 1**, while the **costs for other services, (e.g. material tests) should be included in Schedule 3** together with the relevant number thereof.

(d) Under Item C: Support Services, services provided by the main consultant, sub-consultants and service providers shall be detailed, such as topographical survey, traffic counts, materials sampling and testing, road condition survey, hydrological investigations, structural investigations, socio-economic and environmental assessments, public and stakeholder meetings and workshops, etc., as required. In Schedule 3, the main cost items shall be summarized, however, the detailed cost breakdown with all required numbers and types of deliverables, such as tests, counting days and stations, etc. shall be attached to Schedule 3 on separate calculation sheets per service rendered.

SCHEDULE 4

(a) Schedule 4 is fixed in regard of the format and listed expense items.

The Consultant shall note that no expense items will be allowed other than those listed. Any other expenses must generally be covered by the consulting fees.

Exceptions may be covered under expense item T (“Other expenses as approved by the Client”). The latter item is intended to allow for expenses that could not be foreseen at the RFP stage.

(b) Production of Reports shall be offered as lump sum item per copy of a specific report covering costs for report production (including freight and local distribution) as specified in the TOR or in the Technical Proposal. The costs of progress photographs, whether specifically taken and used for the reports or not, are included in the relevant lump sum item as well.

(c) The Consultant shall fill in all blank cells in Schedule 4, from information provided in Schedule 2 and Schedule 3, where relevant. Cells containing a “-“ (dash) shall not be filled in. Pre-printed quantities shown in the schedule may not be changed.

SCHEDULE 5

(a) Schedule 5 provides a summary of the person-days and costs entered in Schedule 1, and the costs of miscellaneous expenses entered in Schedule 4.

(b) The amounts must be entered in N\$ and shall be the contract amounts. No other currencies are accepted.

SCHEDULE 6

No advanced payment of the costs of pre-construction services shall be due on award of contract. Interim payments shall only become due on **three (3) months** basis after the completion of the milestones listed below:

A) DETAIL DESIGN AND WORKS PROCUREMENT PHASE

- (i) Interim lump sum payment after submission of the Inception/Preliminary Design Reports;
- (ii) Interim lump sum payment after having submitted the Detailed Design Reports and the Draft Tender Documents for the construction of both road projects;

B) SITE SUPERVISION AND DEFECTS NOTIFICATION PHASE

- (i) A lump sum payment to cover the Site Handover to the Contractors and Consultant's Establishment on site
- (ii) Contract administration, site supervision for the period from the date of handing over of site until the Completion Certificate of the last road section. The amount to be paid to the Consultant shall be for a construction period of twenty-four (24) months calculated from the date of handing over the first site to the successful Bidder to the date that the Completion Certificate for the last road section is issued to them. The payment due payable to the Consultant (monthly lump sum) shall be made on a **three (3) months** basis.
- (iii) A lump sum payment to cover the contract administration and site supervision required for a period of 12 months (defect notification or maintenance period) prior to and including the final certificate. This amount to be paid at the end of the maintenance period.
- (iv) A final lump sum payment (five percent (5%) of the total amount) 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

SCHEDULE 1 : STAFF TIME, TRAVEL AND COST DETAIL														
STAFF MEMBER (See Note 1)			FEES			TRAVEL (See Note 2)						PER DIEMS		
NAME OR NO. OF STAFF	Function	Firms	MAN-	RATE (3)	COST (3)	TRIP	VEHICLE	NO. OF TRIPS	UNIT OF	RATE (3)	COST (3)	DAYS	RATE (3)	COST (3)
		Name	DAYS	[N\$]	[N\$]	DETAILS	TYPE	OR DISTANCE	MEASURE	[N\$/unit]	[N\$]		[N\$]	[N\$]
DESIGN & WORKS PROCUREMENT PHASE														
	Project Engineer			days										
	Design Engineer			days										
	Chief Materials Technician			days										
	Materials Technician			days										
	Professional Surveyor			days										
	Environmentalist			days										
	Socio-Economist			days										
	Drawing Office			days							--			--
	Head Office Back-up			days										
Sub-total for Pre-Tender Stage														
SITE SUPERVISION & DEFECTS NOTIFICATION PHASE														
<u>PART-TIME PERSONNEL</u>														
	Project Engineer			months										
	Part-time Surveyor			months										
	Environmentalist			months										
	Head Office Back-up			months										
<u>FULL-TIME PERSONNEL</u>														
	Resident Engineer		24	months				provided through Construction Contract		--	--		--	--
	Assistant Resident Engineer/Surveyor		24	months				provided through Construction Contract		--	--		--	--
	Chief Materials Technician (Lab Manager)		24	months										
	Materials Technician		24	months										
	RA Training Counter part	RA	24	months	--	--				--	--		--	--
<u>POST CONSTRUCTION SERVICES</u>														
	Project Engineer			days										
	Resident Engineer			days										
	Environmentalist/Socio Economist			days										
	Drawing Office			days							--		--	--
Sub total for Construction Phase				2112										
TOTAL FOR HUMAN RESOURCES			days	2112										
<u>NOTES:</u>														
(1) Staff members and their functions must be as in Form TECH-5														
(2) 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.														
(3) All amounts must be shown in Namibian Dollars exclusive of VAT. (22 man days = 1 man month)														

SCHEDULE 2 : BREAKDOWN OF MATERIALS SURVEY					
ITEM				RATE	COST
NO.	ITEM DESCRIPTION	UNIT	QTY	N\$/unit	N\$
A	LOCATING BORROW PITS				-
A1	Locating borrow pits	No			-
B	TEST HOLES				-
BORROWPITS					
B1	Dig test holes	No			-
B2	Sample test holes	No			-
B3	Close up test holes	No			-
B4	Secure test holes left open	No			-
CENTRELINE INVESTIGATION					
B5	DCP	No			-
C	LABORATORY TESTS				-
BORROWPITS					
C1	Max mod AASHTO density	No			-
C2	CBR	No			-
C3	Indicators	No			-
CENTRELINE INVESTIGATION					
C4	Max mod AASHTO density	No			-
C5	CBR	No			-
C6	Indicators	No			-
CONCRETE STONE					
C7	10% Fact.	No			-
D	REPORTING				-
D1	Compiling report together with printing and copies	No	LS		-
D2	Other expences not covered under obove items	No	LS		-
Sub-total					
10% contingency					
Total for borrow pit investigation					

- Notes:
- (1) The 10% contingency will only be used, if the Consultant has provided proof that the additional expenditure is required, and the Roads Authority has authorized such expenditure in advance in writing
 - (2) Travel expenses must be entered into Schedule1.

SCHEDULE 3: BREAKDOWN OF MISCELLANEOUS EXPENSE ITEMS				
ITEM NO	ITEM DESCRIPTION	QTY	RATE (VAT EXCLUSIVE) N\$/UNIT	COST (N\$)
A: DETAIL OF ACCOMMODATION OF PROJECT ENGINEER AND STAFF				
CONSULTANT				
(a) DESIGN AND TENDER SERVICES				
1				
2				
(b) CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES				
1				
2				
B: OFFICE AND LABORATORY EQUIPMENT AND FURNITURE				
CONSULTANT				
(a) DESIGN AND TENDER SERVICES				
1				
2				
(b) CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES				
1				
2				
Subconsultant A :				
(a) DESIGN AND TENDER SERVICES				
1				
2				
(b) CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES				
1				
2				
C: COMMUNICATIONS				
CONSULTANT				
(a) DESIGN AND TENDER SERVICES				
1				
2				
(b) CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES				
1				
2				
Sub-consultant A:				
(a) DESIGN AND TENDER SERVICES				
1				
2				
(b) CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES				
1				
2				
Sub-CONSULTANT B:				
(a) DESIGN AND TENDER SERVICES				
1				
2				
(b) CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES				
1				

SCHEDULE 4: MISCELLANEOUS EXPENSES					
ITEM DESCRIPTION (1) (Figures in brackets indicate note numbers)	MEASURING UNITS	UNIT RATE N\$	QUANTITY	SUM (N\$)	
FIXED SUM ITEMS: DESIGN AND TENDER SERVICES					
A. Communication during design & works procurement stage (3)	LS		1		-
B. Office and lab equip., furniture and consumables (3)	LS		1		-
C. Consulting Contract Agreement printing and binding	No		3		-
D. Inception/Preliminary Design Report printing and binding	No		3		-
E. Compensation Drawings and Report printing and binding	No		3		-
F. Borrow Pit Survey and Materials Investigation Report (2)	LS		1		-
G. Final Design Report binding and printing	No		5		-
H. Draft & Final Tender Documents Main Contractor binding and printing	No		30		-
I. Draft & Final Tender Documents SME Contractor binding and printing	No		100		-
J. Tender Evaluation Report binding and printing	No		5		-
K. Construction Contract Document binding and printing	No		5		-
L. Draft Contract Report binding and printing	No		5		-
M. Construction Record Drawings printing	No		3		-
N. Materials Data Sheets binding and printing	No		3		-
O. Final Contract Report binding and printing	No		5		-
VARIABLE ITEMS: CONTRACT ADMINISTRATION AND SITE SUPERVISION					
P. Site accommodation above that provided by contractor (office & private) (3)	LS		1		-
Q. Communication during contract administration/supervision (3)	LS		1		-
R. Office and lab equip, furniture and consumables: contr. Adm/superv. (3)	LS		1		-
S. Quarterly Progress Report binding and printing	No		36		-
T. Other expenses as provided by the Client	Note 4		--		-
				TOTAL EXPENSES	-
EXPLANATORY NOTES:					
(1) Please note that all travel expenses must be shown in Schedule 1 and are not included here					
(2) Summary of Materials survey from Schedule 2					
(3) Details as shown in Schedule 3					
(4) Paid at cost for normal services. Conditions of payment for Additional or Exceptional services to be agreed with Client upfront					
TERMS OF PAYMENT					
All amounts must be shown exclusive of VAT.					
Payment for expenses quoted in this schedule may be claimed by the consultant as follows:					
Item:					
A. to O. As part of the payment due on satisfactory achievement of the relevant project milestone					
P to S. In monthly amounts, after construction contract has commenced					
T. As agreed with the client at the time of approval					

SCHEDULE 5: PROJECT COST SUMMARY						
COST ITEM	MAN-DAYS	COST (Note 1)			FOREIGN AMOUNTS PAYABLE	
		LOCAL	FOREIGN	TOTAL	1 N\$ = 0.12 EURO (Note 2)	
		N\$	N\$	N\$	(EURO)	
DESIGN AND TENDER SERVICES						
Man-days and Fees						
Per Diems						
Travel						
Materials Survey						
DESIGN SERVICES: SUBTOTAL						
CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES						
Man-days and Fees						
Per Diems						
Travel						
CONTRACT ADMIN. AND SUPERVISION: SUBTOTAL						
ALL SERVICES						
Man-days and Fees						
Per Diems						
Travel						
Materials Survey						
ALL SERVICES: TOTAL						

MISCELLANEOUS EXPENSES					
PROJECT COSTS		-			
Contingency 5%					
P/Sum Counterpart training		100,000.00			
P/Sum Contract administration: Air Travel Costs (Note 3.)		500,000.00			
PROJECT BUDGET COSTS (AGREED TOTAL AMOUNT)	(Excl. VAT)				
Notes:					
1. All cost must be shown in Namibian Dollar, exclusive of Namibian Vat. The Total Cost consists of the Local Cost plus Foreign Cost.					
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.					
3. The provisional sum for air travel cost is set aside for RA staff attending site meetings, site inspections, etc.					

SCHEDULE 6: PAYMENT SCHEDULE: LUMPSUM- PAYMENTS (Note 1)				
DETAIL DESIGN & WORK PROCUREMENT PHASE		%	cum. %	Amount
Payment No. 1	Submission of the Inception & Preliminary Design Reports	50%		
Payment No. 2	Submission of Detail Design Reports & Draft Tender Documents	50%		
SUB TOTAL DETAIL DESIGN & WORK PROCUREMENT PHASE				
SITE SUPERVISION & DEFECTS NOTIFICATION PHASE		%	cum. %	Amount
Payment No. 3	Site Handover to the Contractors & Consultant's Establishment			
Payment No. 4	Construction Months 1+2+3			
Payment No. 5	Construction Months 4+5+6			
Payment No. 6	Construction Months 7+8+9			
Payment No. 7	Construction Months 10+11+12			
Payment No. 8	Construction Months 13+14+15			
Payment No. 9	Construction Months 16+17+18			
Payment No. 10	Construction Months 19+20+21			
Payment No. 11	Construction Months 22+23+24			
Payment No. 12	After Post-Construction Month 12			
Payment No. 13	Final Payment	5.0%		
SUB TOTAL CONSTRUCT. PHASE				
PROJECT COSTS				
Project Budget Costs excl. VAT (Agreed Total Amount)				
Notes:				
1. Payments are on a three (3) months basis				

Section 5. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together

with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section 6. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or

causing any person to refrain from any action.

Fraudulent Practice Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

Obstructive Practice Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

Section 7. Terms of Reference

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1. INTRODUCTION

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

The Consultancy Services for detailed design, tender documentation, contract management and site supervision for DR 3619: Onaanda – Otamanzi (25 km) and DR 3662 Tsandi – Iipanda (28 km), shall involve the construction to Gravel Standards of two (2) earth tracks proclaimed roads situated in the Omusati Region. Below are the route location map for each project.

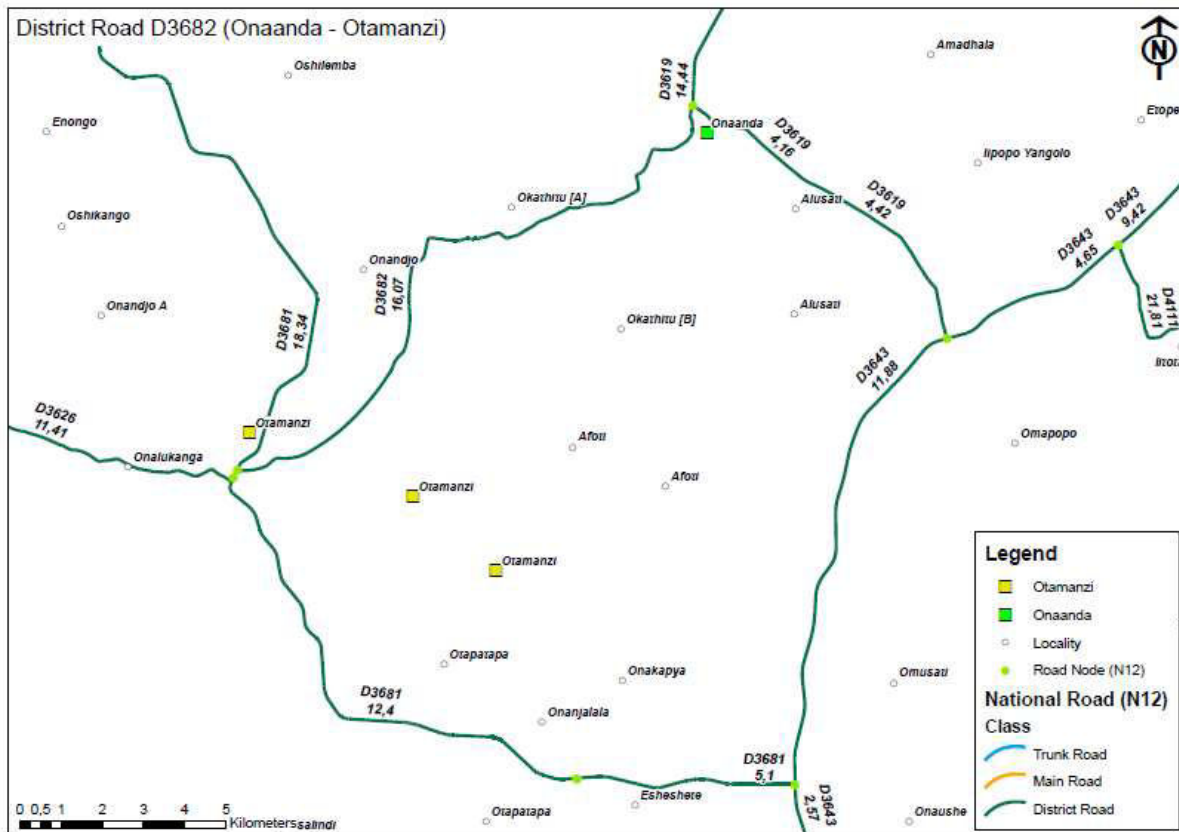


Figure 1: DR3629: Otamanzi - Onaanda route location

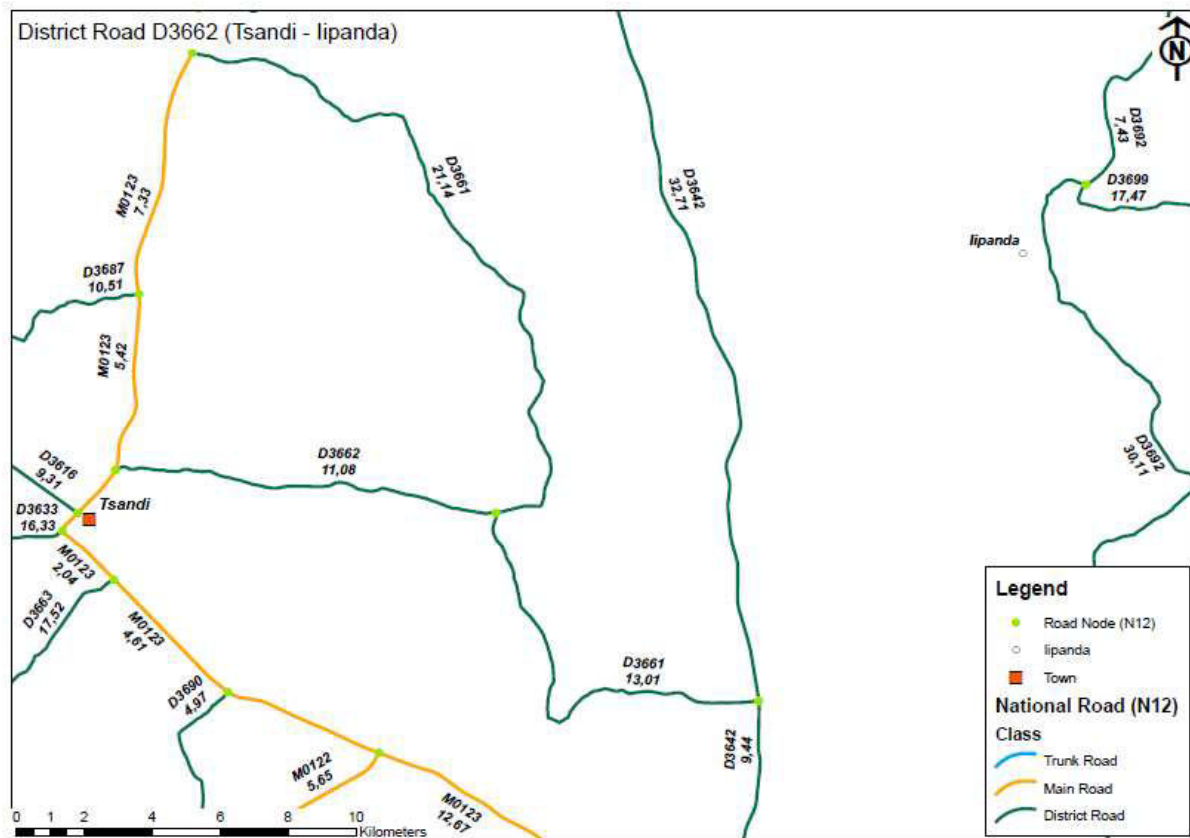


Figure 2: DR3662: Tsandi – Iipanda route location

The design and project documentation, shall be structured in such way that an established main contractors together with several SME subcontractors shall tender for the works. It is envisaged that different SME subcontractors should each carry out all the concrete works with a civil engineering main contractor to carry out all the earthwork works.

2. BACKGROUND TO THE PROJECT

2.1 Location and Route Description

The two routes are proclaimed roads located in the Omusati Region. The roads are situated in the rural areas which are underdeveloped. In terms of the Governments policy to provide rural access roads into regions previously neglected and thereby opening up underdeveloped land for further development and use, the Roads Authority on behalf of the Ministry of Works and Transport has decided to proceed with the design, tender documentation and construction to gravel standards of DR3619 from Onaanda to Otamanzi and DR 3662 from Tsandi to Iipanda.

The total length of the two roads is approximately 53 km long and will form a vital link to the national road network, through providing access for the communities living along the route to their regional town of Omusati Region.

Currently the communities travel on earth tracks passing through sections of loose sandy soils and sections through water ponds during the rainy season. The existing track width varies between 4.5 m to 6 m. The exact start and end of the construction shall be determined in conjunction with the Project Control Engineer.



Photo 1: Example of existing track on both DR 3662 and DR 3619

The consultant will have to arrange for consultative meetings with communities living along the route in consultation with the Regional Councillor. The proposed route and the alternative routes should be presented to the Regional Councillor and Local Head Man for discussions before any final design commences. More details will be provided to the successful consultant.

2.2 Labour – Based Construction Techniques

The Consultant shall notice that the road and ancillary works shall be constructed using labour – based construction techniques to the following principles:

- The tender and contract documents shall be drawn up in such a way that they are specifically directed for tendering by SME contractors.
- Construction shall make predominantly use of plant and labour – based techniques.
- Manual labour shall be used in activities like (but not limited to) grubbing, de – bushing, spreading of tipped materials and trimming in an effective and efficient manner.
- Material will be excavated and hauled by the plant contractor.
- Equitable opportunities for employment shall be offered to women and men, and of all age groups, subject to the laws of the country, and the contractors shall adequately provide for the particular needs of women employed on construction.
- The contractors shall implement a generic AIDS awareness training programme targeting the local community work force and permanent staff of contractors and Consultant.

As many laborers as possible are to be employed on the project and the aim shall be to have up to 150 laborers on the road under construction during the peak construction periods.

The project shall be handed over to the Project Control Engineer (PCE). The function of the PCE is to administer the Contract. The PCE is an employee of the Roads Authority. He or She shall therefore carry out such duties and functions as required in terms of the Contract. The General Conditions of Contract as issued by the Procurement Policy Unity (PPU) will apply to this project. The PCE will be the Employer's representative responsible for the implementation of these projects as assigned in the letters of acceptance to the contractors.

2.3 Contractors

The bidding shall be aimed at, in terms of Section 29 of the Public Procurement Act 15 of 2015, Open national bidding to entities 100 percent owned by Namibian citizens of which 30 percent is owned by previously disadvantaged persons.

2.4 Road works

The following main road works shall be undertaken on this gravel road:

- Clearing and grubbing
- Opening of borrow areas and reinstating thereof afterwards
- Construction of the road formation, including road bed preparation, cut and fill
- Construction of a 150mm gravel platform layer, where required
- Construction of a 150mm gravel wearing course compacted to 95% of Modified AASHTO density
- Supply and installation of roads signs
- Supply and erection of fences (where the proposed road infringes on fenced properties)
- Finishing the road and road reserve

2.5 Drainage works

The drainage works on this gravel road shall comprise the following:

- Construction of earth berms and open drains where indicated on site by the Engineer;
- Provision of erosion protection;
- Construction of box culverts with cast in situ concrete floor slabs, concrete walls and precast concrete beams or cast in situ concrete deck slabs;
- Construction of any other appropriate drainage structures suitable to the terrain of the project area;
- Construction of concrete inlet and outlet structures with cast in situ concrete floors at all culverts.

2.6 Accommodation of traffic

Construction work on all roads is to be carried out in such ways that traffic can be accommodated on existing tracks or in the road reserve.

Temporary road signs and traffic control measures will, however, be employed to ensure the safe passage of public traffic in accordance with the requirements of the specifications.

The traveling public shall have the right of way on the tracks, public roads and streets. The contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard to the public.

2.7 Importance of the Project

The new District Roads will be constructed by means of labour – based methods, which have significant socio economic benefits.

The project is aimed at providing all weather access to several schools, clinics, communal farming areas and villages along the route to the regional towns and the nation at large.

2.8 Economic Viability

DR 3662 and DR 3619 are both high priority in the Road Master Plan road for Omusati Region. The roads will improve the network connectivity, and reduce travelling time, road user costs and accidents.

Presently the traffic is relatively low due to the fact that roads are muddy and sandy bush track. The new constructed gravel road will improve the traffic flow and provide an all year round access to clinics, schools and villages along the route. Communal farmers in the areas will also be able to transport their livestock to regional and international markets through these new roads.

Also considering the socio-economic benefits generated by the labour – based construction method, unemployed locals will be employed and SME subcontractors will also get an opportunity to be involved and learn construction techniques necessary for their development in the construction industry.

2.9 Funding Aspects

The Detailed Design, Tender Documentation and Site Supervision under the Consultancy services contract will be 100 percent funded by KfW, the Namibian Government will only pay for VAT.

3. OBJECTIVE

The objective of the project is to construct to gravel standards the two district roads, DR3662 from Tsandi to Lipanda and DR 3619 from Onaanda to Otamanzi by labour – based methods.

4. SCOPE OF WORK

4.1 General

The Roads Authority in its endeavour to promote the SME Development in the road construction sector, the project will be constructed by a plant Contractor in partnership

with SME contractors who will be responsible for the construction of all Concrete structures on the project.

It is a requirement that the Consultant has familiarised himself with the locality of the project. A preliminary draft design must be submitted in line with the Procedures Manual. **The consultant's attention is drawn to the new revised/updated Roads Authority Manuals (edition 2014) which must be used and are applicable to this contract. See also Clause 4.2 of the TOR**

During the preliminary design stage the consultant shall arrange an inspection on site where together with the Project Control Engineer outstanding issues shall be discussed and preferably resolved.

The scope of work required of the Consultant appointed for this project includes all consultation, data collection, survey, geotechnical and materials investigation and testing, pavement design, geometric design, structural and drainage design, tender documentation, and the tender process including the tender evaluation, contract administration and site supervision, all as is more fully described in the Roads Authority's Procedures Manual. Certain aspects of the Preliminary Design Stage described in Section 3 of the Procedures Manual will have to be carried out before commencing with the Detail Design Stage in order to facilitate the design of the road. These specifically concern all activities necessary to determine the design standards and obtaining the Roads Authority's agreement thereon.

The compensation of property owners which will be encroached on the road reserve and the borrow pits has to be agreed upon during the design stage. Compensation shall be paid before the Construction stage.

4.2 Compliance with the Roads Authority's Procedures and Standards

The Consultants shall, in the execution of his duties, be required to comply with the Roads Authority's standards and requirements as set out in the revised manuals (October 2014):

- Procedures Manual,
- Survey Manual, as applicable,
- Drainage Manual, as applicable,
- Structures Manual, as applicable,
- Materials Manual, as applicable,
- Environmental Manual, as applicable,
- Economic Evaluation Manual, as applicable
- Standard Plans, as applicable.
- the Construction Manual, as applicable

These documents are available on the Roads Authority website, www.ra.org.na or will be availed to the successful consultant. The Consultants shall base their technical proposals and financial bids thereon.

4.3 Nature of Services

4.3.1 Geometric Standards

The carriageway width of the roads should be 7.50 meters.

The typical drawing number N3051, as per the revised Roads Authority Standards: “Standard Gravel Road Cross Section and Detail”, shall be used as a general guideline in respect of standards to be employed.

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 traveling speed of 100km/h. The vertical alignment of the design for tender purposes shall be sufficient for the calculation of quantities and the profile to be constructed. The consultant shall ensure that the final design is approved and signed prior to the award of the contract to the contractor.

The horizontal alignment shall follow the existing tracks as far as possible subject to the standards as defined in the revised manuals of the Roads Authority. However for possible amendments the following applies:

- The horizontal alignment shall in so far as this is possible avoid drainage channels, low-lying areas, 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
- The consultant shall arrange and carry out a briefing session, to be held at one major settlements for each road. The local authorities such as the Governors, Councilors and headman of the respective constituencies shall be notified and invited in good time
- Properly constructed accesses shall be provided to adjacent settlements, villages, schools, hospitals and clinics, police stations and government offices and filling stations and at any other locations where it is evident that traffic accesses or leaves the roads to be constructed. The position of intersections and accesses has to be determined and shown on the drawings.

4.3.2 Drainage Standards

Peak flows have to be calculated in line with the required return period. Drainage structures shall be provided with the required capacity and these shall be constructed by SME subcontractors.

4.3.3 Structural Services

No structural tasks are envisaged for this assignment, as no major drainage structures will be required on this project.

4.3.4 Environmental Considerations

The input shall be in accordance with the RA Environmental Manual and in accordance with the Environmental Management Act (2007) of the Ministry of Environment and Tourism and any of the environmental laws as passed by parliament. Mitigating measures of possible negative effects shall be incorporated into the detail design and tender documentation. A number of watercourses are crossed and there is therefore a limited risk of water damming up and thus preventing the water from flowing. However structures to allow water to flow through the road embankment are required. The exact number of drainage structures and positions will have to be determined in the drainage design.

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 Roads 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.
- Furthermore the consultant shall carry out a socio-economic impact assessment of the areas (villages, settlements) adjacent to DR 3662 and DR 3619. The study shall assess the situation prior to the projects being commenced and shall re-evaluate the situation twelve (12) months after completion of the projects (just prior to the end of the maintenance period).
- The consultant must hold five (5) meetings at selected points (Schools or clinics) where the residents along the proposed road are briefed and consulted and any substantial changes to the proposed route are discussed. The consultant shall

submit a detailed report in writing on the meetings held together with a list of the people present.

4.4 Volume of Services in Terms of Procedures Manual: Inclusions and Exclusions

4.4.1 Preliminary Design Stage

All requirements of the Preliminary Design Stage contained in the Roads Authority Revised Procedures Manual (2014) necessary to enable the detail design to begin shall be carried out. Any discrepancies shall be discussed and agreed with the PCE before the Consultant starts with the Preliminary Design. A formal submission as required in the Preliminary Design Stage is a requirement.

4.4.2 Detail Design Stage

All requirements of the Detailed Design Stage contained in Section 4 of the Procedures Manual necessary to enable the Works to be constructed shall be carried out. The Detailed design Stage shall include proper documentation for the Works to be put out to Tender as well as the analysis of the resulting bids.

The materials prospection needs to be concluded before the detail design stage is complete. The Final Materials Report must be submitted in good time to enable the Roads Authority to effect changes to the Tender Documents prior to the printing of the documents.

The design speed for the two gravel roads shall be 100km/h. The vertical alignment shall follow the natural ground level with necessary elevation above water levels.

The format of the longitudinal sections for the gravel roads to be designed under this project must be decided on by the Roads Authority upon having received proposals from the Consultant during the final design stage.

4.4.3 Tender Documentation and Tender Phase

The General Conditions of Contract as issued by the Procurement Policy Unit (PPU), shall be applicable to the project.

Furthermore, the Consultant shall make use of the different TENDER DOCUMENTATION PAPER Colours as utilised by the Roads Authority. It is an explicit requirement by the Roads Authority that the tender documents ensure meaningful participation of SME subcontractors in a Partnership with an established civil engineering contractor (with the appropriate plant) in the tendering process.

4.4.4 Contract Administration Phase

The consultant is expected to administer the contract in accordance with Section 8 of the Procedures Manual without exclusion.

5. PROJECT EXECUTION AND STAFF FOR PRELIMINARY DESIGN, DETAILED DESIGN & TENDER DOCUMENTATION

5.1 Staffing

An Engineer who will have sound experience in road construction works and a good knowledge of northern Namibia and who has to be resident in Windhoek for the duration of the project will lead the project team. This Engineer will fulfil the duties of a Project Engineer, as defined in Section 8 of the Procedures Manual.

The Engineer will be assisted by other experts as proposed but the consultant shall add to the list as required to ensure a technically competent team capable of completing the work in the time frame provided and under the prevailing difficult circumstances.

The suggested key staff for the consultant's proposal shall include:

- Project Engineer
- Geometric and Pavement Design Engineer
- Drainage and Structural Design Engineer
- Environmentalist
- Chief Materials Technician
- Surveyor

It is expected that the Project Engineer will engage additional experts as and when necessary to cover those technical aspects not covered by the experts mentioned above.

In accordance with the Roads Authority's stated policy to provide Namibian firms with work it is strongly recommended that Namibian engineers, technicians, surveyors and other disciplines be employed on this project.

5.2 Educational and Experience Requirements of Staff

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

(i) **Project Engineer**

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(ii) **Geometric / Pavement Design Engineer**

The Geometric / Pavement Design Engineer must be registered or eligible to register with the Engineering Council of Namibia. The minimum requirement for

the Geometric / Pavement Design Engineer is a 4-year BSc Civil Engineering degree, or equivalent, with min. 5 years of rural gravel road design experience. He/she must have completed min. 1 rural gravel road projects in this position, preferably located in northern Namibia. He/she must be fluent in English.

(iii) Drainage / Structural Design Engineer

The Drainage Engineer must be registered or eligible to register with the Engineering Council of Namibia. The minimum requirement for the Resident Engineer is a 4-year BSc Civil Engineering degree, or equivalent, with min. 5 years of rural road design experience. He/she must have completed min. 1 rural gravel road projects in this position, preferably located in northern Namibia. He/she must be fluent in English.

(iv) Environmentalist

The Environmentalist must at least have B.A. in Environmental Sciences, or equivalent, with min. 10 years of rural infrastructure construction experience. He/she must have completed min. 3 rural road projects >10 km in this position, of which min. 2 projects were located in northern Namibia. He/she must be fluent in English.

(v) Chief Materials Technician

The Chief Materials Technician must be registered or eligible to registration with the Engineering Council of Namibia and must at least have a BTech. in Civil Engineering, or equivalent, with min. 5 years of rural road construction experience. He/she must have completed min. 1 rural gravel road projects >10 km in this position, preferably located in northern Namibia. He/she must be fluent in English.

(vi) Surveyor

The Surveyor must be registered or eligible to registration with the Namibian Council for Professional Land Surveyors, Technical Surveyors and Survey Technicians and must at least have a bachelor's degree in surveying or a related major, with min. 5 years of rural road construction experience. He/she must have completed min. 1 rural gravel road projects >10 km in this position, preferably located in northern Namibia. He/she must be fluent in English.

The Consultant is expected to appoint additional staff as and when required, in order to ensure the successful completion of the project, such as Socio-Economist, Surveyor, Materials Technician, etc.

5.3 Mobilization and Reporting

The Consultant will be allowed a Mobilisation Period of 14 days after the Agreement has been signed by the Roads Authority, within this period he must submit an acceptable final programme for execution of the Project to the Roads Authority.

Over-and-above the reporting required by the Roads Authority's Manuals referred to herein, the Consultant will be required to submit a standard progress report on a monthly basis, and additionally a quarterly report (**three copies**), which will be forwarded to the Ministry of Works and Transport.

The Consultant will further be required to report in person to the Roads Authority on the occasion of the monthly site meetings to discuss the progress of the Projects.

5.3.1 Reports

The reports listed below shall be submitted.

- Inception / Preliminary Design Report:

This report shall summarize the Consultant's initial findings, make definite proposals regarding the methodologies to be used in the detail design, submit a detailed work program for all major activities of the assignment and present the Preliminary Design for scrutiny by the Roads Authority. The draft report and the Preliminary Design shall be amended as required after discussions with the Consultant. (2 copies to the Authority)

- Compensation Plan and Report:

As per Procedures Manual

- Materials Report:

As per Procedures Manual

- Detailed Design Report:

As per Procedures Manual

5.3.2 Tender Documents

The tender documents shall be compiled as required by the Procurement Policy Unit (PPU) in line with the Procedure Manuals referred to in subsection 4.4.3 of these TOR, and shall be submitted as follows:

- Draft Tender Documents: The Consultant may wish to submit the Draft Tender Documents in parts as agreed with the Authority for comments. A complete set of Draft Tender Documents shall, however, be submitted after submission of the Preliminary Design Report. Any amendments required, as agreed with the Consultant during discussion, shall be incorporated into the final documents. (3 copies to the Authority).
- Final Tender Documents: Copies of the Final Tender Documents, containing the entire amendments and additions agreed on during the discussions above, shall

be submitted. (60 set of the SME subcontractor tender documents and 20 sets of the Civil Engineering Plant Contractor documents to Roads Authority).

5.4 Counterpart Training

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, pavement design as well as in the preparation of contract documents and site supervision.

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 proposal.

6. PROJECT EXECUTION AND STAFF FOR SITE SUPERVISION AND CONTRACT ADMINISTRATION

6.1 General

All head office as well as site staff shall be experienced and qualified persons able to execute the relevant work for which they will be employed, and shall be approved by the Employer.

Since English is Namibia's official language all supervisory staff shall be able to fluently speak, write and read English.

In order to comply with Roads Authority policy to generate work opportunities for Namibian citizens, the Consultant is urged to use qualified Namibian personnel as far as this is possible.

For each sub-consultant a detail sheet shall be attached, providing information on the sub-consultant's organization, services and experience in the relevant field. The sub-consultant's promotional brochures may be used, provided they contain the necessary information.

6.2 Place of Work

The place of work shall be in the Omusati Region. Housing will be supplied by the Contractor in an approved construction camp, and all site supervision staff shall stay in this camp, or at such location as may be approved from time to time, to allow easy and close access to the actual construction sites.

6.3 Site Staff Requirements

The Consultant shall appoint a Resident Engineer, with all the necessary delegated authority to represent the Consultant for the purpose of the supervising the project. The project team will be led by the Project Engineer who must have an extensive knowledge and experience in road construction and design as well as a good knowledge of Namibia and is to be resident in Windhoek for the duration of the project.

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

The Engineer shall delegate in writing extensions of his authority and certain powers required by the Resident Engineer for the smooth and uninterrupted execution of the project. A copy of this letter must be forwarded to the Roads Authority and the Contractor. The Resident Engineer must confirm acceptance of the authority and powers vested in him in writing.

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

The site staffs complement below shall be on site from the date of handing over the site for the full duration of the construction period, unless provided for otherwise in the Consulting Contract. 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 production. Such case will be treated as Additional Service in terms of the Consulting Contract.

The Resident Engineer must have a comprehensive experience in the use of pedogenic materials for road construction in this region as well as COLTO specifications.

The suggested key staff for the consultant's proposal shall include:

- Project Engineer,
- Resident Engineer ,
- Assistant Resident Engineer,
- Surveyor (part time),
- Materials Engineer(part time),
- Environmentalist (part time)
- Chief Materials Technician (Shall also act as the Laboratory Manager),

The Surveyor, Material Engineer and Environmentalist will be required to visit the site as and when required for the purpose of ensuring the smooth running of their respective operations onsite.

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.

6.4 Educational and Experience Requirements of Staff

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

(vii) **Project Engineer**

The Project Engineer must be registered or eligible for registration with the Engineering Council of Namibia and must at least have a BEng/ BSc. in Civil Engineering, or equivalent, with min. 5 years of rural road construction experience. He/she must have completed min. 1 labour-based projects >10 km in this position, preferably located in northern Namibia. He/she must be fluent in English.

(viii) **Resident Engineer (RE)**

The Resident Engineers must be registered or eligible for registration with the Engineering Council of Namibia and must at least have a B.Tech in Civil Engineering, or equivalent, with min. 10 years of rural road construction experience. He/she must have completed min. 1 labour-based projects >10 km in this position, preferably located in northern Namibia. He/she must be fluent in English.

(ix) **Assistant Resident Engineer (ARE)**

The Assistant Resident Engineers must be registered or eligible to register with the Engineering Council of Namibia, and must be a graduate with at least a B.Tech, B.Eng. or BSc. in Civil Engineering, or equivalent. He/she must be fluent in English.

(x) **Environmentalist**

The Environmentalist must at least have B.A. in Environmental Sciences, or equivalent, with min. 5 years of rural infrastructure construction experience. He/she must have completed min. 3 rural road projects >10 km in this position, of which min. 2 projects were located in northern Namibia. He/she must be fluent in English.

(xi) **Chief Materials Technician**

The Chief Materials Technician must be registered or eligible to registration with the Engineering Council of Namibia and must at least have a BTech. in Civil Engineering, or equivalent, with min. 5 years of rural road construction experience. He/she must have completed min. 1 rural gravel road projects >10 km in this position, preferably located in northern Namibia. He/she must be fluent in English.

The Consultant is expected to appoint additional staff as and when required, in order to ensure the successful completion of the project, such as Socio-Economist, Surveyor, Materials Technician, etc.

6.5 Staff Reimbursement

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

6.6 Establishment and De-establishment of Staff

The Contractor will supply accommodation for the resident supervisory staff as well as office accommodation under Section 1400.

6.7 Leave, Resignations, 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 site staff member is on special leave. The special leave of a permanent site staff member as well as the person relieving a permanent site 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 costs to the Employer, with suitably qualified persons approved by the Employer.

6.8 Mobilization and Reporting during Construction

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

Over-and-above the reporting required by the Roads Authority's Manuals referred to herein, the Consultant will be required to submit a quarterly progress report, of which copies will be forwarded to the Ministry of Works Transport. During the construction period the Consultant shall additionally submit brief monthly Project Information Sheets to be attached to the minutes of the monthly progress meetings.

The Consultant will further be required to report in person to the Roads Authority on the occasion of the monthly site meeting to discuss the progress of the Project.

The presentation of reports, i.e. description, timetables, time limits, number of copies, recipients, approval procedures etc., is described in Section 8: Contract Administration, of the Procedures Manual. The following list is a summary of the reports to be submitted, as well as the number of copies to be produced. The Consultant's attention is drawn to the fact that this list may be extended, if so required, as well as the number of copies to be presented may increase or decrease as may be required. Recipients of report copies will be decided on during the start-up meeting.

A copy of the draft final construction report will be availed to the Roads Authority for comments after final hand-over of the complete construction project, i.e. at the end of the maintenance period.

DESCRIPTION OF REPORT	TIMETABLE FOR SUBMISSION	TIME LIMIT FOR SUBMISSION	NO OF COPIES
Site meeting minutes, including monthly construction progress, Project Information Sheets to be submitted and cash flow forecast.	Monthly	1 week after site meeting	3
Quarterly progress report, including construction progress, accumulative payments to Contractor and Consultant, quarterly cash flow forecasts, information on personnel, photographs, etc.	Quarterly: January - March April - June July - September October - December	2 weeks after end of quarter	3
Payment certificates	as required by Contractor, but restricted to one per month	Not later than the second day of each month	2
Materials completion data (MCD)	Monthly	1 week after site meeting	3
Construction record drawings	after issuance of completion certificate	10 weeks after issuance of completion certificate	1
Preliminary construction report including photographic report	after issuance of last completion certificate	6 weeks after issuance of last completion certificate	3
Final construction report	after final hand-over of the complete construction project, i.e. end of maintenance period	4 weeks after final hand-over	3

7. VEHICLES REQUIRED FOR THE SUPERVISION

7.1 General

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

7.2 Vehicles to be supplied by the Consultant

The Consultant shall provide all site transport for its staff, except the two (2) vehicles, which are provided through the construction contract. The Consultant's vehicles shall be in a good running order and suitable for accessing the construction site at all reasonable times are to be supplied by the Consultant on site for the duration of the contract. This may be done either by supplying company vehicles to their staff members, or by reimbursing staff members, who supply their own vehicles, by internal arrangements.

The Consultant shall allow for this in his financial proposal.

7.3 Vehicles to be supplied by the Roads Authority

Two new Toyota Hilux 4x4 wheel drive vehicle, one (1) double cab and one (1) single cab will be made available by the Civil Engineering Contractor for the use of the Consultant's staff. The comprehensive insurance, licensing and running costs including repairs shall be covered through the construction contracts through tendered unit rates.

If the Roads Authority has the above vehicles available from previous contract, the consultant's site staff shall make use of said vehicles.

8. LABORATORY EQUIPMENT

8.1 General

A fully equipped laboratory for soil and concrete tests shall be established on site. The consultant shall state clearly what laboratory equipment will be provided together with the age of the 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 and shall be re-calibrated annually.

8.2 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 transport and establishment of his testing facilities from its current location to site at the start of the Contract and from site at the completion of the Contract.

8.3 Equipment to be supplied by the Contractor

The building, equipped as specified in Section 1400 of COLTO Standard Specifications with the required laboratory office furniture, work benches, shelving, soaking baths,

extractor fans, air-conditions, roofed and open working spaces and reinforced equipment foundations will be supplied by the Contractor.

9. SURVEY EQUIPMENT

9.1 General

Survey work is required to ensure that works are carried out to the specifications. Quantity surveys with relevance for payment shall be carried out by the Contractor in co-operation with the Consultant Surveyor or Assistant RE.

9.2 Equipment to be supplied by the Consultant

Survey Equipment will be provided by the Contractor under Section 1400. All electronic equipment for the processing of surveyed data shall be provided by the Consultant.

10. MONTHLY SITE MEETINGS

It is a requirement of the site supervision stage of this Project, that the Project Engineer or his representative shall be present at least once a month on site, during the pre-arranged monthly site meeting.

The Consultant shall allow for a monthly trip to the site by aeroplane, and shall provide space on the aeroplane for not less than two (2) but a maximum of three (3) officials of the Roads Authority.

11. CONTACT PERSON

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

12. TIMING

The consulting engineer shall provide a programme on which the completion dates are shown refer to Form Tech - 8. Completion of the preliminary design, detailed design, tender documentation including the tender process shall in any case **not take longer than five (5) months after signing of this agreement**. The construction period is expected to last an additional twenty-four (24) months followed by a 12 months defects notification period.

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

All site staff, approved by the Roads Authority, is expected to be available on site for the full duration of the Contracts, which is expected to last **Twenty - four (24) months**.

The Consultant shall draw up his own proposal for a time schedule, but shall make due allowance for time required by the Authority, to assess and approve documents submitted by the Consultant, before subsequent project tasks can be commenced with.

13. AGREEMENT

13.1 General

The execution of the Project will be governed by a formal Consulting Contract between the Roads Authority and the Consultant. This Agreement shall take the form as attached in Section 8 of this Request for Proposal.

13.2 Programme

An updated work programme for the project shall be submitted within two (2) weeks after signing of the Contract for Consultancy Services. This revised 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.

Section 8. Standard Form of Contract

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Preface

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 shall NOT alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANTS' SERVICES

between

Roads Authority

and

[name of the Consultant]

Dated: _____

I. Form of Contract

(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: Declaration of Undertaking
 - Appendix G: Negotiation Minutes
 - Appendix H: Guidelines for the Assignment of Consultants in Financial Cooperation with Developing Countries (in the version valid on the date the bid was submitted)
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.
- (g) “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"¹¹ 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"¹² is any act or omission, including a 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"¹³ 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"¹⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property

¹¹ "Another party" refers to a public official acting in relation to the selection process or contract execution.

¹² 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.

¹³ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

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** 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

¹⁴ A “party” refers to a participant in the selection process or contract execution.

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**

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

- Activities** 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

Unless otherwise **specified in the SC**, the Client shall use its best

Exemptions

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

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

and Duties

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 1/176th of a month) and

on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th 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: Attention: The Chief Executive Officer Roads Authority</p> <p>Attention: Divisional Manager: Construction & Rehabilitation</p> <p>Address: Cnr of Mandume Ndemufayo Avenue and David Hosea Meroro Road Private Bag 12030, Ausspannplatz Windhoek, Namibia</p> <p>Consultant : _____ _____</p> <p>Attention : _____ Address : _____</p>
{1.8}	<p>{The Lead Member 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: Project Control Engineer: Harley Simasiku</p> <p>For the Consultant: _____</p>
1.10	The applicable law is the tax law of the Republic of Namibia.
1.11	<p>Add the following before the first sentence of this Clause 1.11:</p> <p style="padding-left: 40px;">“When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International</p>

	<p>Business Transactions.</p> <p>The Consultant shall not offer or grant either directly or indirectly any improper advantages to public officials (as defined below) or other individuals in connection with its bid in the tendering process. In addition, it shall not offer or grant any such incentives or conditions when implementing the Contract. The Consultant shall be obliged to notify the Employer in detail immediately in writing if the Consultant is prompted by a public official or any other persons to make illegal payments.</p> <p>The Consultant will inform its members of staff of their respective obligations as well as their obligation to comply with the Declaration of Undertaking and to obey the laws of the country.</p> <p>A public official shall be:</p> <p>(a) any official or employee of a public authority or an enterprise under the ownership and control of a government; (b) any person who performs a public function; (c) any official or staff member of a public international organization, such as KfW; (d) any candidate for a political office, or (e) any political party or official of a political party.”</p>
1.11	<p>Add the following new Sub-Clause 11.1.3 at the end of this Clause 1.11:</p> <p>“KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6 of the Tender Document, KfW Policy - Corrupt and Fraudulent Practices – Social and Environmental Responsibility.”</p>
1.12	<p>Add the following new Clause 1.12: Conduct:</p> <p>“During the term of this Contract, the Consultant and its Foreign Staff shall not interfere with the political or religious affairs of the country.”</p>
1.13	<p>Add the following new Clause 1.13: Reimbursements:</p> <p>“All reimbursements, insurance payments, guarantee payments or similar payments, if any, shall be made for the account of the Employer to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, which KfW shall credit to the Employer. If such payments are made in Local Currency, they shall be made to a special account of the Employer specified in the Special Conditions. The amounts</p>

	<p>reimbursed for the portion financed by KfW may, with KfW's consent, be used again, principally for further implementation of the Project.</p> <p>Account details of the Employer's special account for reimbursements in Local Currency:</p> <p>RFA Account Number to be provided"</p>
1.14	<p>Add the following new Clause 1.14: Partial Invalidity:</p> <p>"The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provisions of this Contract. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible the economic purpose of the invalid or unenforceable provision. The same shall apply accordingly in cases of omissions.."</p>
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	<p>The time period shall be one (1) month.</p>
2.3	<p>The time period shall be 14 days.</p>
2.4	<p>Replace this clause with the following:</p> <p>"This Contract shall expire one (1) month after the end of the Defects 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."</p>
3.4 (a)	<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</p>

	Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
3.4 (b)	Add the following at the end of this Sub-Clause 3.4: “The Consultant’s liability shall terminate after the Contract is expired in line with Clause 2.4 of SCC.”
3.5	The risks and the coverage shall be as follows: (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 One (1) million Namibian Dollars ; (b) Third Party liability insurance, with a minimum coverage of Three (3) Million Namibian Dollars . (c) Professional liability insurance, with a minimum coverage of Five (5) Million Namibian Dollars . (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.
3.6.	Add the following new Sub-Clause 3.6.3 at the end of this Sub-Clause 3.6: “In further pursuance of the KfW Policy - Corrupt and Fraudulent Practices – Social and Environmental Responsibility, Bidders shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the submission of the bid submission, and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.”
3.7 (c)	The other actions are: “Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”
3.9	The Consultant shall not use these documents and software for

	purposes unrelated to this Contract without the prior written approval of the Client.
3.12	<p>Add this following new Sub-Clause 3.12: Due Diligence, at the end of Clause 3:</p> <p>“Except where otherwise stipulated in this Contract, or otherwise legally stipulated within the country or within another legal system (including the legal system in the Consultant’s jurisdiction) by provisions that impose higher demands than this Contract, when performing its obligations under this Contract the Consultant shall exercise due diligence and provide the Services in compliance with professional practice and to the recognized quality standards, in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer, bearing in mind the requirements arising from Clause 3.6.”</p>
4.6	The person designated as resident project manager, i.e. Project Engineer, in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.
5.1(a) - (g)	<i>Delete Clause GC 5.1.</i>
5.5	<p>Add at the end of this sub-clause the following:</p> <p><i>“Payments to the Consultant shall be made in terms of the Direct Disbursement Procedure, which will operate as follows:</i></p> <ul style="list-style-type: none"> <i>(i) The Consultant will forward a statement and invoice to the Roads Authority. In order to ensure timeous payment this should be done not later than the 1st of the month.</i> <i>(ii) The Roads Authority will check and approve the statement and invoice, if correct.</i> <i>(iii) The Roads Authority will send a withdrawal application to KfW to effect the disbursement of the certified amount exclusive of VAT to the Consultant. Each invoice needs to state the project name and the project number (BMZ-No: 2013 65 584)</i> <i>(iv) The Roads Authority will request RFA to disburse the certified VAT-amount.</i>
6.1(a)	Replace “an estimate of the cost <i>with “the agreed total amount”</i>
6.1(b)	Replace “ceilings” with “ <i>the agreed total amount”</i>

<p>6.1(c)</p>	<p>Replace “cost estimates“ with “<i>the agreed total amount</i>”</p> <p>Replace “the ceiling or ceilings” with “ <i>the agreed total amount</i>”</p> <p><i>Add at the end of this sub-clause 6.1 (c) the following:</i></p> <p><i>“The Parties shall agree that additional payments in Namibian Dollars shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the agreed total amounts, in case of extension of the construction period beyond the contractually agreed construction period of twenty four (24) months. Such agreement shall then be included in a contract addendum which will be subject to prior non-objection by KfW.</i></p> <p><i>Payment for the Personnel shall then be determined on the basis of time actually spent by such Personnel in the performance of the Services at the rates referred to in APPENDIX D Financial Proposal Schedule 1, and subject to price adjustment, if any. Payment of reimbursable expenses as actually and reasonably incurred by the Consultant in the performance of the Services. Each invoice has then to be accompanied by the relevant time sheet and proof of reimbursable expenses.</i></p> <p><i>However, should the construction period be less than twenty-four (24) months, then for every month that the construction period is less than twenty-four (24) months the monthly amount due to the Consultant shall be reduced by fifty percent (50%) of the monthly lump sum as calculated. Parts of a month will always be dealt with on a pro-rata basis.</i></p> <p><i>Should the Consultant wish to reduce site supervisory staff below the minimum staff specified towards the end of the construction period due to the scaling down of the Contractors' 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 re-numeration of the site staff member for the period absent from site prior to the issuance of the completion certificate of the last road section.”</i></p>
<p>6.2(a)</p>	<p>Replace Clause GC 6.2 (a) with the following:</p> <p><i>Subject to the agreed total amount specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant Lump sum Payments on a three(3) months basis in line with APPENDIX D –Financial Proposal Schedule 6 Payment Schedule after completion of the milestones as listed in Schedule 6.</i></p> <p><i>The prices specified in Appendix D shall apply until 6 months after the end of the proposed Construction period (24 months). After this date,</i></p>

	<p><i>prices may be adjusted if the official level of consumer price index in Namibia (NCPI) has increased, as measured using the base indices specified herein. The following formula shall be used to calculate this:</i></p> $P_n = P_o \cdot (0.15 + 0.85 \cdot L_n/L_o)$ <p><i>P_n = revised price, P_o = base price, L_n = revised index, L_o = base index.</i></p> <p><i>The price will not be calculated until publication of the final price index.</i></p> <p><i>Base index (NCPI): XXX.</i></p>
6.2(b)	<p>Replace “time actually spent“ with “time indicated in Appendix D: Financial Proposal: Schedule 1”.</p> <p>Add the following to this Clause: The rates referred to are the rates of APPENDIX D Financial Proposal Schedule 1. Payment for the Personnel is included in the lump sum payments of APPENDIX D Financial Proposal Schedule 6 for a construction period of twenty four (24) months.</p>
6.2(c)	<p>Add the following to this Clause: Payment for the reimbursable expenses is included in the lump sum payments of APPENDIX D Financial Proposal Schedule 6 for a construction period of twenty four (24) months.. The Miscellaneous expenses to be paid in Namibia Dollar are set forth in Appendix D: Financial Proposal.</p> <p>Provisional sums upon proof shall be invoiced in connection with any of the instalments against presentation of a list of expenditures, signed by the consultant, showing date, description of services, price, stating that the information given is true and correct. The original documentation (e.g. invoices, receipts) shall be sent to the Employer</p>
6.4(a)	<p>Delete Clause GC 6.4(a)</p> <p>No advance payment will be made.</p>
6.4(b)	<p>Delete Clause GC 6.4(b) and replace 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>
6.4(c)	<p>Delete the first sentence of this Sub-Clause 6.4(c) and replace with the following: “The Client shall pay the Consultant’s statements within sixty (60) days after receipt by the Client of such statements</p>

	<p>with supporting documents.”</p> <p>The interest rate is: The repo-rate of the Bank of Namibia on the due date.</p>
6.4(e)	<p>Payment shall be made to the Consultant Account through direct disbursement procedures to the following account:</p>
8.2	<p>Delete this Sub-Clause 8.2 and replace with the following Sub-Clause 8.2: Mediation:</p> <p>“8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [Amicable Settlement], the parties may, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding this, the parties may agree to begin mediation immediately. Unless the parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.</p> <p>The mediator shall be appointed by the President of the Engineering Professional Association (EPA) and the appointment shall be binding for the parties.</p> <p>The costs of the mediation and of the mediator’s services shall be shared equally between the parties.</p> <p>Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.</p> <p>All negotiations and talks held in the course of mediation shall be treated confidentially, unless they are concluded in a written, legally binding contract.</p> <p>If the parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the parties.</p> <p>8.2.2 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [Arbitration Procedure].”</p>
8.3	<p>Add the following new Sub-Clause 8.3: Arbitration Procedure, at the</p>

	<p>end of Clause 8:</p> <p>“8.3.1 If the parties do not reach amicable agreement pursuant to Paragraph 8.1 [Amicable Settlement] or by way of mediation pursuant to Paragraph 8.2 [Mediation], the dispute shall finally and exclusively be settled – in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one arbitrator appointed in accordance with the Rules.</p> <p>The place of arbitration shall be Windhoek, Namibia. The language of the arbitration procedure shall be English.”</p>
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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

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

APPENDIX E - DUTIES OF THE CLIENT

E-1 Services, facilities and property to be made available to the Consultant by the Client..

E-2 Counterpart personnel to be made available to the Consultant by the Client.

APPENDIX F – DECLARATION OF UNDERTAKING

APPENDIX G - MINUTES OF NEGOTIATIONS

**APPENDIX H - GUIDELINES FOR THE ASSIGNMENT OF CONSULTANTS IN
FINANCIAL COOPERATION WITH DEVELOPING COUNTRIES**

(IN THE VERSION VALID ON THE DATE THE BID WAS SUBMITTED)