

BIDDING DOCUMENT

Issued: September 2026

REQUEST FOR PROPOSAL

FOR

**IDENTIFICATION AND PRIORITIZATION OF RESURFACING PROJECTS
THROUGHOUT NAMIBIA INCLUDING VISUAL CONDITION ASSESSMENTS,
SEAL TYPE SELECTION, COST – BENEFIT ANALYSIS, SEAL DESIGNS
AND LIGHT REHABILITATION DESIGNS FOR SHORT SECTIONS,
CONTRACT DOCUMENTATION, ADMINISTRATION AND SITE
SUPERVISION**

LOT 1 (Windhoek/Keetmanshoop/Region)

LOT 2 (Otjiwarongo/Oshakati/Rundu Region)

PROCUREMENT REFERENCE NO: SC/RFP/RA-06/2026

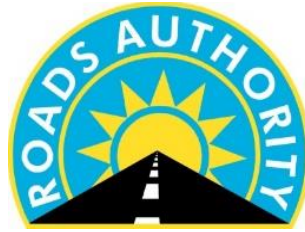
**PROPOSAL SUBMISSION DEADLINE:
DATE: 15 OCTOBER 2026 AT 11H00**

COST: N\$300.00

TABLE OF CONTENTS

SECTION 1: LETTER OF INVITATION	4
SECTION 2: INSTRUCTIONS TO CONSULTANTS.....	7
INSTRUCTION TO CONSULTANTS –BIDDER’S DATA SHEET.....	22
SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS	40
SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS	55
SECTION 6: STANDARD FORMS OF CONTRACT	91

SECTION 1: LETTER OF INVITATION



PROCUREMENT REFERENCE NO. SC/RFP/RA-06/2026

CONSULTING ENGINEERING SERVICES FOR THE IDENTIFICATION AND PRIORITIZATION OF RESURFACING PROJECTS THROUGHOUT NAMIBIA INCLUDING VISUAL CONDITION ASSESSMENTS, SEAL TYPE SELECTION, COST – BENEFIT ANALYSIS, SEAL DESIGNS AND LIGHT REHABILITATION DESIGNS FOR SHORT SECTIONS, CONTRACT DOCUMENTATION, ADMINISTRATION AND SITE SUPERVISION LOT 1 and LOT 2

Dear Sir/Madam

1. The Roads Authority invites proposals to provide for the Consulting Engineering Services for the Identification and Prioritization of Resurfacing Projects throughout Namibia including Visual Condition Assessments, Seal Type Selection, Cost – Benefit Analysis, Seal Designs and Light Rehabilitation Designs for Short Sections, Contract Documentation, Administration and Site Supervision More details on the services are provided in the Terms of Reference (Section 5).
2. A firm will be selected under Request for Proposal (RFP) on the basis of quality and cost, and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Namibia.
3. The RFP includes the following sections:
 - Section 1: Letter of Invitation
 - Section 2: Instructions to Consultants (including Data Sheet)
 - Section 3: Technical Proposal – Standard Forms
 - Section 4: Financial Proposal – Standard Forms
 - Section 5: Terms of Reference
 - Section 6: Standard Form of Contract
4. Any request for clarification should be forwarded in writing to the Roads Authority's Procurement Management Unit on goresebl@ra.org.na or +264 61 284 7088. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.

5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website of the Procurement Policy Office: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

6. **Eligibility**

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

7. **Submission of Proposals**

Proposals from Consultants shall be submitted in 2 separate envelopes, namely Technical Proposal and Financial Proposal. The proposals must be deposited into the bid/tender box on or before:

Date: 15 October 2026

Address: Ground Floor, Roads Authority Head Office, Corner of Mandume Ndemufayo Avenue and David Hosea Meroro Street, Southern Industrial, WINDHOEK

Time: 11h00

Proposals should not be forwarded by electronic mail.

8. **Deciding Award of Contract**

Qualification and experience of the Consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 80 points for Technical Proposals and 20 points for Financial Proposals. Only Technical Proposals achieving a minimum score of 70% will qualify for further evaluation and consideration. The lots are two and each lot will be treated as a separate contract the lowest responsive bidder per each lot shall be awarded only one lot.

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

9. Rights of the Roads Authority

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

10. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of minimum eight (8) months for Stage 1: Panel inspections and prioritisation Stage 2: Contract Documentation and Stage 3: Contract administration and site supervision. You should base your financial proposal on these durations, giving an indication of man-months considered necessary by you to undertake the assignment. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended. The stages may run concurrently or overlap during the execution of the assignment, as the client plans to implement critical reseal and rejuvenation as well as short light rehabilitation sections works while panel inspections and design processes are underway.

11. Validity of Proposal

You are requested to hold your proposal valid for 180 days from the deadline for submission of proposals, during which period you will maintain without change, your proposed price. The Roads Authority will make its best efforts to finalise the agreement within this period.

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded on 22 December 2026, you will be expected to take up/commence with the assignment in 14 days.

13. Tax Liability

Please note that the remuneration which you receive from this contract will be subjected to normal tax liability in Namibia; but the Roads Authority shall pay directly or reimburse the consultant for the taxes, duties, fees, levies and their impositions in Namibia related to Payments to the Consultant in connection with carrying out this assignment.

14. Insurance

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

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

Yours faithfully,

Ms. Julia Akwaanyenga

MANAGER: PROCUREMENT AND TENDER COMPLIANCE

SECTION 2: INSTRUCTIONS TO CONSULTANTS

Definitions.....	8
1. Introduction	8
Conflict of Interest.....	9
Conflicting Activities.....	9
Conflicting Assignments	10
Conflicting Relationships	10
Unfair Advantage.....	10
Fraud and Corruption.....	11
Eligibility	12
Eligibility of Sub-Consultants.....	12
Origin of Goods and Consulting Services.....	13
Only One Proposal	13
Proposal Validity	13
2. Clarification and Amendment of RFP Documents.....	13
3. Technical Proposal Format and Content	14
Technical Proposal Format and Content.....	14
Financial Proposals	16
Taxes.....	17
4. Submission, Receipt, and Opening of Proposals.....	17
5. Proposal Evaluation	18
Evaluation of Technical Proposals	18
Financial Proposals for QBS	18
Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS).....	18
6. Negotiations.....	19
Technical Negotiations	20
Financial Negotiations	20
Availability of Professional Staff/Experts	20
Conclusion of the Negotiations.....	20
7. Award of Contract	20
8. Confidentiality.....	21
9. Debriefing.....	21

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.
- 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.

Conflict of Interest

- 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

Fraud and Corruption

- information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 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 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

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.

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.

- (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 1.7.1 In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.
- 1.7.2 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Eligibility**
- 1.8 (a) A firm or individual that has been sanctioned by the Government of the Republic of Namibia in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Review Panel.
- (b) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (c) Proposal from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- Links for checking the ineligibility lists are available on the Procurement Policy Unit's website:
www.mof.gov.na/procurement-policy-unit
- (c) 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 Services	1.10	Goods supplied and Consulting Services provided under the Contract may originate from any country except if: (a) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or (b) 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 Instruction 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. Technical Proposal Format and Content**
- 3.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.2 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Bidding Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Bidding Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.
For fixed-budget-based assignments, the available budget is given in the **Bidding Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.
- Technical Proposal Format and Content**
- 3.3 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 Instruction 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.
- 3.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- 3.5 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.

Financial Proposals

Taxes

- 3.6 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.
- 3.7 Consultants may only express the price of their services in Namibian Dollars only.
- 3.8 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 Instruction 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 Instruction 4.5 and in the number of copies indicated in the **Bidding Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the **Bidding Data Sheet**) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Procurement reference number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE Thursday, 15 October2026 at 11h00 am.**" The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as

stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- | | |
|--|--|
| 5. Proposal Evaluation | <p>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 Instruction 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p> <p>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.</p> |
| Evaluation of Technical Proposals | <p>5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>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.</p> |
| Financial Proposals for QBS | <p>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 Instruction 6.</p> |
| Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS) | <p>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.</p> |

- 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 Instruction 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 Instruction 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 work 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 Instruction 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.

INSTRUCTION TO CONSULTANTS –BIDDER’S DATA SHEET

Paragraph Reference	Description
Definitions	<i>Add the following definitions:</i> (o) “Chief Executive Officer” is the person appointed under Section 14 of the Roads Authority Act to serve as Chief Executive Officer of the Client (Roads Authority). (p) “Emerging Consultant” is an engineering consulting firm with a valid Certificate of Registration as an MSME, issued by the Ministry of Industries, Mines and Energy. (q) “Project Control Engineer” is the official appointed by the Chief Executive Officer to coordinate the execution of a specific project and to act as a link between the Client and the Consultant.
1.1	Name of the Client: Roads Authority Procurement Method: Open National Bidding (ONB) - Request for Proposal (RFP) in terms of section 35 of the public procurement Act 15 of 2015 Method of selection: Quality and Cost Based Selection (QCBS)
1.2	The Technical Proposal and Financial Proposal shall be submitted together in 2 separate envelopes. The name of the assignment is Consulting Engineering Services for the Identification and Prioritization of Resurfacing Projects throughout Namibia Including Visual Condition Assessment, Seal Type Selection, Cost – Benefit Analysis, Seal Designs and Light Rehabilitation Designs for Short Sections, Contract Documentation, Administration and Site Supervision.

	LOT 1 (Windhoek and Keetmanshoop Regions) LOT 2 (Otjiwarongo, Oshakati and Rundu Regions)
1.3	A pre-proposal conference will be held not more than fourteen days before the submission deadline. The exact date will be communicated to consultants. Yes ☐ No ☒ Client's Representative: Mr. Lucky Goreseb Procurement Officer: Tender & Contracts Telephone: +264 61 284 7088 Email: goresebl@ra.org.na
1.4	The Client will provide the following inputs and facilities: All relevant documents and information mentioned in the Terms of References
1.6	<i>Add the following sentence at the end of the first paragraph:</i> The Client shall appoint and contract directly the following Specialists, when necessary: • Environmental Practitioner and other specialists This arrangement is intended to strengthen independence, eliminate potential conflicts of interest, and enhance governance and quality assurance, particularly in environmental compliance material testing and economic evaluation.
1.12	Proposals must remain valid 180 days after the submission date.
2.1	Clarifications may be requested not later than 14 days before the deadline for the submission of proposals. Requests for clarification shall be sent by email to the Client's Representative indicated under Paragraph Reference 1.3.

3.2(b)	The estimated number of professional staff-months required for the assignment is a minimum of 8 man-months preliminary as indicated below, however the period may be extended based on available funding. The different stages will also overlap/be executed concurrently during the assignment: (a) Stage 1: Panel Inspections and Prioritisation (4 months) (b) Stage 2: Reseal Design and Contract Documentation (2 months) (c) Stage 3: Contract Administration and Site Supervision (6 months, may be more or less)
3.3	The format of the Technical Proposal to be submitted is a Full Technical Proposal (FTP). The following mandatory documentary evidence must form part of the consultants and from each member of the joint venture, in case of a JV's Technical Proposal: (a) A valid certified copy of a Company Registration Certificate or Founding Statement. (b) An original valid good Standing Tax Certificate. (c) An original valid good Standing Social Security Certificate. (d) A valid certified copy of an 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 29 of 1998. (e) An undertaking on the part of the Consultant 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. (f) CVs of the Professional Staff signed by the staff themselves in the format provided in Form TECH-6 under Section 3 [Technical Proposal – Standard Forms].

	(g) For those bidders in or intending to be in joint ventures, A valid Joint Venture Agreement signed by all parties to the agreement, or a declaration of association with clear intent to enter into a Joint Venture Agreement upon award, also signed by all parties. (h) A Power of Attorney from each parties to the joint venture (additionally, a copy of the Power of Attorney should be included in the Financial Proposal). (i) A written Power of Attorney that the undersigned person is herewith granted a special power of attorney to initial and sign the bidding document for the purposes of procurement process.
3.3(g)	The Consultant shall train 1 qualified engineer (RA graduate) at any one time, who shall be assigned to the project as a counterpart 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 materials prospecting and testing, reseal design and light rehabilitation designs and preparation of bidding documents. All costs such as the training, salary, accommodations and transport , for the counterpart trainee shall be borne by the consultant and be included in the Consultant's financial proposal.
3.5	<i>Add the following sentence at the end:</i> The Financial Proposal shall exclude all costs associated with the services of Client-appointed Specialists. No provisional sums, allowances, indirect costs, or contingency amounts related to these services shall be included.
3.6(a)	<i>Add the following after the first sentence:</i> The attached standard forms are as follows: (a) Form FIN-1: Financial Proposal Submission form, (b) Form FIN-2: Summary of Cost

	(c) Schedule 2: Staff Time, Travel and Cost Detail (d) Schedule 3: Breakdown of Materials Survey (N/A) (e) Schedule 4: Breakdown of Miscellaneous Expense Items (f) Schedule 5: Miscellaneous Expenses (g) Schedule 6: Project Cost Summary (h) Schedule 7: Payment Schedule The Financial Proposal should be as practically realistic as possible. Requests to substantially increase the fees because the assignment cannot be performed on the awarded offer shall not be considered.
3.6 (b)	Reimbursable Expenses are as follows: (a) 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. (b) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route. (c) Cost of office accommodation, investigations and surveys. (d) Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services. (e) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services. (f) Cost of printing and dispatching of the reports to be produced for the Services. (g) Other allowances where applicable and provisional or fixed sums (if any). (h) Cost of such further items required for purposes of the Services not covered in the foregoing.
3.7	Amounts payable by the Client to the Consultant under the Contract shall be subject to local taxation laws. The Consultant will be subject to all taxes payable and should therefore submit a Financial Proposal inclusive of taxes.

4.2	This authorisation of the Joint Venture's representative shall consist of written confirmation and shall be attached to the Technical Proposal. It shall include a delegation of power by resolution of the Board of a company or from the Chief Executive Officer, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorisation must be typed or printed below the signature. The Power of Attorney or other written authorisation to sign may be for a determined period or limited to a specific purpose.
4.3	Consultants must submit 1 original of the Technical Proposal and Financial Proposal as well as 2 copies of the Technical Proposal and the Financial Proposal. Scanned copies of the Technical Proposal and Financial Proposal must be submitted in a USB drive.
4.4 & 4.5	Technical Proposals and Financial Proposals must be deposited in the bid/tender box located at the following address: Ground Floor, Roads Authority Head Office Corner of Mandume Ndemufayo Avenue and David Hosea Meroro Street Southern Industrial, WINDHOEK Proposals must be submitted not later than Thursday, 15 October 2026 at 11h00. Late submission will be rejected.
5.2(a)	Established Consultants may partner with at least 1 Emerging Consultant for skills transfer by way of a valid joint venture agreement not older than 3 years or statement of intent to form a JV. A maximum of 3 firms may form a joint venture and submit joint Technical and Financial Proposals. Consultants intending to form a JV with an Emerging Consultant or in a JV already, shall submit a valid Joint Venture Agreement or Letter of Intent to JV. Failure to provide the required documentation

	will result in the Technical Proposal not being evaluated further and the bidder being disqualified.
5.2 (b)	Add the following after the last sentence: “As a first step, the responsiveness of the proposal will be evaluated for compliance with the mandatory requirements listed in Paragraph Reference 3.4(g) and 5.2(a). Failure to comply with a single mandatory requirement will lead to the disqualification of the proposal.” The following evaluation criteria, sub-criteria, and point system shall be applied for the evaluation of Technical Proposals: 1. CONSULTANT ORGANISATION AND EXPERIENCE: SPECIFIC EXPERIENCE OF CONSULTANT RELEVANT TO THE ASSIGNMENT IN EITHER OR A COMBINATION OF THE FOLLOWING ON THE NATIONAL ROAD Max. 15 points (10 points minimum): • Design and or construction supervision and contract administration of paved/bituminous roads: Reseal/resurfacing works on paved/bituminous roads, upgrade from gravel to Low Volume Seal or bituminous standards, paved/bituminous Road Rehabilitation or Upgrading on Namibian National Road Projects – 1 project at least 40km (5 points) 2 projects at least 70km in total (10 points) ≥ 3 projects at least 100km in total (15 points) Total Weight of Criterion 1: 15 points 2. ADEQUACY OF THE PROPOSED METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE: Max. 20 points (10 points minimum) 2.1 Technical approach and methodology (10 points)

2.2 Critical analysis of the project objectives and TOR comments and suggestions (5 points)

2.3 Work Plan, Organisation and Staffing

- Proposed work plan and implementation strategy
- Organisation and staffing structure
- Understanding of roles and coordination with Client-appointed specialists(5 points)

Total Weight of Criterion 2: 20 points (minimum 10 points)

**3. KEY PROFESSIONAL STAFF QUALIFICATION AND COMPETENCE FOR THE ASSIGNMENT: Qualifications & Experience of Key Personnel
Maximum: 60 Points | Minimum: 36 Points**

Project Engineer / Team Leader – 15 Points

Minimum Requirements:

- BSc/BEng/BTech in Civil Engineering.
- Professional/Incorporated Engineer registered with ECN (or equivalent).
- Minimum 10 years post-registration experience in road contract administration and management of road projects.
- Experience on at least two national road projects (Minimum 100km combined).

Experience	Points
≥ 15 years	15
10 – 14 years	10

Minimum requirement met 5

Design Engineer – 10 Points

Minimum Requirements:

- BSc/BEng/BTech in Civil Engineering.
- Professional/Incorporated Engineer registered with ECN (or equivalent).
- Minimum 5 years post-registration experience in pavement design and seal design.
- Experience on at least two national road projects (Minimum 100km combined).

Experience Points

≥ 10 years 10

7 – 9 years 7

5 – 6 years 5

Resident Engineer – 4 Points (only required upon client request)

Minimum Requirements:

- BSc/BEng/BTech in Civil Engineering.
- Professional/Incorporated Engineer registered with ECN (or equivalent).
- Minimum 5 years post-registration experience in bituminous road construction or reseal supervision.
- Experience on at least two national road projects (Minimum 100km combined).

Experience Points

≥ 10 years 10

7 – 9 years 7

5 – 6 years 5

Site Supervisors (30) – Points (the number required will be per client's request, but up to a maximum of three would be required)

Maximum 10 points per Site Supervisor.

Minimum Requirements:

- BSc/BEng/BTech in Civil Engineering or equivalent qualification.
- Minimum 5 years relevant experience in road construction supervision.
- Experience on at least two national road projects (Minimum 100km combined).

Experience Points per Supervisor

≥ 10 years 8

7 – 9 years 6

5 – 6 years 4

Alternatively the Site Supervisor shall be:

- a suitably technically experienced individual with 10 years relevant experience;
- should have gained his/her surfacing experience with bituminous products on at

- least three relevant road construction or resurfacing projects (Minimum 100km).

≥ 10 years 10

7 – 9 years 8

5 – 6 years 5

Total Weight: 59 Points

4. Criterion 4: Transfer of Knowledge and Training Programme and Joint Ventures with Emerging Consultants.

Maximum: 6 Points | Minimum: 2 Points

The number of points to be assigned shall be determined considering the sum of the following three sub-criteria and relevant percentage weights:

4.1 Relevance of Training Program – 2 points

4.2 JV with Emerging consultants – 4 points

Total Weight of Criterion 4: 6 points

Total points for the four criteria: 100

Summary of Technical Evaluation Criteria

	<table><tr><th>Criterion</th><th>Maximum Score</th><th>Minimum Qualifying Score</th></tr><tr><td>1. Specific Experience of the Consultant Relevant to the Assignment</td><td>15</td><td>10</td></tr><tr><td>2. Adequacy of the Proposed Methodology and Work Plan</td><td>20</td><td>10</td></tr><tr><td>3. Qualifications and Competence of Key Personnel</td><td>59</td><td>36</td></tr><tr><td>4. Transfer of Knowledge and Training Programme</td><td>6</td><td>2</td></tr><tr><td>Total Technical Score (ST)</td><td>100</td><td>70</td></tr></table> The minimum Technical Score (ST) required to pass the technical evaluation is 70 points. Additionally, a minimum score of must be achieved for each sub-criterion as set out above.	Criterion	Maximum Score	Minimum Qualifying Score	1. Specific Experience of the Consultant Relevant to the Assignment	15	10	2. Adequacy of the Proposed Methodology and Work Plan	20	10	3. Qualifications and Competence of Key Personnel	59	36	4. Transfer of Knowledge and Training Programme	6	2	Total Technical Score (ST)	100	70
Criterion	Maximum Score	Minimum Qualifying Score																	
1. Specific Experience of the Consultant Relevant to the Assignment	15	10																	
2. Adequacy of the Proposed Methodology and Work Plan	20	10																	
3. Qualifications and Competence of Key Personnel	59	36																	
4. Transfer of Knowledge and Training Programme	6	2																	
Total Technical Score (ST)	100	70																	
]]]5.2 (c)	This section contains supplementary criteria that the employer shall use to evaluate bids in addition to 5.2(b). 1. Evaluation (a) This procurement shall be conducted through open national bidding in accordance with section 29(a) of the Public Procurement Act, 2015.																		

- (b) In terms of Part 11 of the Act, read together with sections 71 and 72, participation in this bidding process is reserved exclusively for Namibian entities.
- (c) Accordingly, only bidders that are incorporated and registered in the Republic of Namibia, and that are wholly owned by Namibian citizens, shall be eligible to participate.
- (d) Proof of incorporation, registration, and ownership shall be submitted as part of the bid.
- (e) Bidders should provide proof of citizenship, certified by Namibian police or Commissioner of Oath for all shareholders.
- (f) In the case of Joint Venture (JV), both parties to the JV must comply with the requirement in (a) and should provide proof as required in (b) above.

In addition to the criteria listed above, the following criteria shall apply.

1.1: Administrative Compliance

#	DESCRIPTION		
		Yes	No
1	Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so; (<i>BDS Sub-clause 3.4 and ITC Sub-clause 4.2</i>)		
2	Bidder has submitted the duly filled in, signed, and dated the Technical Proposal Submission Form;(TECH-1)		
	OVERALL ADMINISTRATIVE COMPLIANCE		

1.2: Legal Compliance

	DESCRIPTION		
		Yes	No
1	Does bidder meet the requirement of Section 29(a) “to the citizen of Namibia” of the Public Procurement act, 2015 (Act No.15 of 2015) Bidders have provided valid proof of citizenship, certified by the Namibian police or Commissioner of Oath for all shareholders and in the case of Joint Ventures, each party to the JV are Namibian citizens and have provided proof as required above.		
2	Bidders have submitted valid certified copy of Namibian Identification Documents of all shareholders: (Certified by a commissioner of Oath appointed in terms of the Justice of the Peace and Commissioners of Oath Act. 1963 (Act No. 16 of 1963)) Each JV Partner must comply.		
3	Bidder has submitted a valid or certified copy of Company Registration Certificate/founding statement; (ITC Clause 3.3 (a)); Each JV Partner must comply.		
4	Bidder has an original valid or certified copy of Good Standing Tax Certificate; (ITC Clause 3.3 (b));		
5	Bidder has an original valid or certified copy of Good Standing Social Security Certificate; (ITC Clause 3.3 (c));		
6	Bidder has a valid or 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; (ITC Clause 3.4 (d));		
7		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 apart thereof; and; (ITC Clause 3.3 (e));		
8		Has the Joint Venture submitted a valid written authorisation for its representative, attached to the Technical Proposal, including: • delegation of authority by Board resolution, Chief Executive Officer, Director/shareholder, or Power of Attorney; • the name and position of each signatory clearly typed or printed below the signature; and • confirmation that the authorisation is valid for a specified period or limited to a specific purpose? (ITS Sub-clause 4.2);		
		OVERALL LEGAL COMPLIANCE		

1.3: Technical Compliance

#	DESCRIPTION		
		Yes	No

	1	Bidder have submitted signed letter of intent/undertaking from all the sub-consultant and associates where applicable		
	2	Consultants Organization and Experience (Tech-2)		
	3	Comments and suggestions to Terms of References (Tech-3)		
	4	Approach, Methodology and Work plan (Tech-4)		
	5	Team Composition and Task Assignment (Tech-5)		
	6	Curriculum Vitae (CVs) for proposed Professional Staff. (Tech-6) (Should be signed by the professional Staff (ITC clause 3.3))		
	7	Staffing Schedule (Tech-7)		
	8	Work Schedule (Tech -8)		
		OVERALL TECHNICAL COMPLIANCE		
Failure to submit any one of the above-mentioned documents and references will deem the bidder as non-compliant and will therefore lead to disqualification and exclusion from further technical evaluation. (Disclaimer is applicable to all the tables). 1.4: Technical Evaluation Criteria As per section 5.2(b)				
5.7	The Financial Score (S_F) will be determined using the formula $S_F = 100 \times (F_L / F)$, in which: S_F is the financial score, F_L is the lowest corrected price, and F is the corrected price of the proposal under consideration. The Technical Score (S_T) and Financial Score (S_F) will then be combined to determine the Total Score (S) using the formula $S = (S_T \times 70\%) + (S_F \times 30\%)$.			

	The Consultant with the highest Total Score (S), and having achieved at least the minimum Technical Score (S_T) of 70 points, will be recommended for award.
6.1	Negotiations with the successful Consultant will take place at the address below, on a date to be communicated to the Consultant: Network Maintenance Division Fifth Floor, Roads Authority Head Office Corner of Mandume Ndemufayo Avenue and David Hosea Merero Street Southern Industrial, WINDHOEK
7.1	Section 7.1 (ITC): Award of Contract Add the following at the end of this paragraph: Restriction on Multiple Awards The Client to appoint two different consultants for the two lots, Lot 1 and Lot 2 being procured under the same Requests for Proposals: • Lot 1: Windhoek Region and Keetmanshoop Region • Lot 2: (Oshakati region, Rundu Region and Otjiwarongo region) Accordingly, no bidder shall be awarded more than one (1) contract arising from this procurement. Where a bidder is ranked first for more than one lot, that bidder shall be awarded only one lot, and the remaining lot shall be awarded to the next lowest evaluated responsive and compliant bidder per respective lot. Proposals shall be submitted simultaneously by the same closing date and time, as follows: Closing Date: 30 July 2026 Time: 10:00

	A bidder may submit proposals for both lots, however only one lot may be awarded to any single bidder.
7.7	The Consultant shall commence the assignment within fourteen (14) days from the date on which the contract comes into force and effect, being the date of signature of the contract by both parties.

SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

Refer to Paragraph Reference 3.3 of the Data Sheet for format of Technical Proposal to be submitted, and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form	41
Form TECH-2: Consultant’s Organisation and Experience	43
Form TECH-3: Comments and Suggestions on the Terms of Reference	44
Form TECH-4: Approach, Methodology and Work Plan	45
Form TECH-5: Team Composition and Task Assignments	46
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff	47
Form TECH-7: Staffing Schedule	49
Form TECH-8 Work Schedule	50
Appendix I: Bid Securing Declaration	51
Appendix II: Undertaking: Ministry of Justice and Labour Relations	52
Appendix III: Power of Attorney / Authority for Signatory (Sample Form)	54

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: Roads Authority
Private Bag 12030
Ausspannplatz
Windhoek

Dear Sir,

We, the undersigned, offer to provide the consulting services for the Consulting Engineering Services for the Identification and Prioritization of Resurfacing Projects throughout Namibia including Visual Condition Assessments, Seal Type Selection, Cost – Benefit Analysis, Seal Designs and Light Rehabilitation Designs for Short Sections, Contract Documentation, Administration and Site Supervision

in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby confirm that we are not Employees of the Roads Authority and/or members of their household/family. We further acknowledge that we will get disqualified should we found to be conflicted in terms of the Roads Authority Conflict of Interest Policy

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

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

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

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

Yours sincerely,

Authorised Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

Form TECH-2: Consultant's Organisation and Experience

A) Consultant's Organisation

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

B) Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use around 20 pages.] **Consultant to provide only projects undertaken in the last 10 years, supported by appointment letters/reference letters from clients.**

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

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference

A) On the Terms of Reference Technical approach and methodology

[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) Critical analysis of the project objectives and TOR (5 points)

C)

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

Form TECH-4: Approach, Methodology and Work Plan

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (less than 15 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

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

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

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

Form TECH-5: Team Composition and Task Assignments

Professional Key Staff				
Name of Staff	Firm	Years of Expertise	Position Assigned	Task Assigned

Client-appointed specialists (Environmental Practitioner and Transport Economist) shall not be listed in this form and shall not be included in the Consultant's proposed team. Only CVs of Consultant-provided key personnel shall be submitted.

Form TECH-6: Curriculum Vitae (CV) for Proposed Key Personnel

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: _____

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <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> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	--

13. Certification:

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

[Signature of staff member]

Date: _____
 Day/Month/Year

Full name of staff member: _____

Form TECH-7: Staffing Schedule

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
Stage 1: Panel Inspections and Prioritisation Stage																	
1		[Home]															
		[Field]															
2																	
n																	
Subtotal																	
Stage 2: Reseal Design and Contract Documentation Stage																	
1		[Home]															
		[Field]															
2																	
n																	
Subtotal																	
Stage 3: Contract administration and Site Supervision stage																	
1		[Home]															
		[Field]															
2																	
n																	
Subtotal																	

- 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.

Appendix I: Bid Securing Declaration

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

Date: [Day / month / year]

Procurement Ref No.: TBC

To: Roads Authority, Windhoek

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

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

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

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

Signed:
[Insert signature of person whose name and capacity are shown]

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

Name:
[Insert complete name of person signing the Bid Securing Declaration]

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

Dated on _____ day of _____, _____
[Insert date of signing]

Corporate Seal (where appropriate)

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

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

Appendix II: Undertaking: Ministry of Justice and Labour Relations



Republic Of Namibia

Ministry of Justice and Labour Relations

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

1. EMPLOYERS DETAILS

Company Trade Name:

Registration Number:

VAT Number:

Industry/Sector:

Place of Business:

Physical Address:

Tel No.:

Fax No.:

Email Address:

Postal Address:

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

Email Address:

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

Appendix III: Power of Attorney / Authority for Signatory (Sample Form)

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 / 20..... at
[Date and place]*

*Mr/Ms
whose signature appears below, has been duly authorised to sign all documents in connection
with this Proposal for Engineering Consultancy Services*

Signed on behalf of the Consultant by

In his/her capacity as

on this date of the month of 20.....

Signature of Signatory:

WITNESSES:

1) Name: 1) Name:

Company: Company:

Signature Signature

COMPANY STAMPS

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 Instruction 3.2 of Section 2.

Form FIN-1: Financial Proposal Submission Form	56
Form FIN-2: Summary of Costs	57
Schedule 1: Work and Staff Details.....	58
Schedule 2: Staff Time, Travel and Cost Details	58
Schedule 3: Breakdown of Miscellaneous Expense Items	59
Schedule 4: Miscellaneous Expenses	60
Schedule 5: Project Cost Summary	61
Schedule 6: Payment Schedule.....	66

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: Roads Authority
Private Bag 12030
Ausspannplatz
Windhoek

Dear Sir/Madam:

1. We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of VAT and all other taxes and duties payable.
2. We acknowledge that the Addenda to Bid, form part of our Bid.
3. We understand that the members of a Joint Venture or Consortium are jointly and severally bound by this Bid and, should this Bid be accepted, shall be jointly and severally bound by the Agreement and should we have submitted this Bid as a Joint Venture or Consortium, we hereby undertake that the composition or constitution of the Joint Venture or Consortium (as the case may be) shall not be altered without the prior written consent of the Authority.
4. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Bidding Data Sheet.
5. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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]
Total Costs of Financial Proposal ¹	

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

The attached Schedules for Panel Inspections and Prioritisation, Bidding documents and Contract Administration and Site Supervision, the Consultant shall estimate the quantities. The Consultant shall subsequently quote a Fixed Contract Value for Stage 1 and 2 and for and stage 3 provide a fixed monthly supervision amount for 6 months for each of the supervisory staff, which will also be the monthly amount to be paid per staff of the consultant in the event that the contract goes beyond 6 (six) months and that some of the staff will be required on a needs basis by the client, the prices shall remain fixed for a year and will be applied for escalation after a year. Thereafter the consultant and the client can revise rates for future supervision. Please note the Resident Engineer should be a rate only cost monthly cost. The consultant shall have two separate financial proposals for Lot 1 and Lot 2.

The Consultant will be paid monthly for their services according to the Variable Monthly Items and/or the Fixed Period Items as and when these occur.

All rates and prices shall be shown exclusive of VAT that might be payable in Namibia on professional fees and per diem rates. Except for Namibian VAT, rates and prices quoted in the financial proposal shall be deemed inclusive of any taxes, levies, duties, etc., which the consultant may be liable to pay.

Lot 1

Schedule 2: Staff Time, Travel and Cost Details

SCHEDULE 2: STAFF TIME, TRAVEL AND COST DETAILS														
Staff Member ¹			Fees			Travel ²						Per Diems		
Name of Staff	Function	Firm Name	Man-Days	Rate (N\$) ³	Cost (N\$) ³	Trip Details	Vehicle Type	Distance or No. of Trips	Unit	Rate (N\$) ³	Cost (N\$) ³	Days	Rate (N\$) ³	Cost (N\$) ³
Stage 1 Panel Inspections and Prioritisation Stage)														
	Project Engineer													
	Design Engineer													
Sub-total: Stages 1														
Stage 2: Reseal Design and Contract Documentation Stage														
	Project Engineer													
	Design Engineer													
Sub-total: Stage 2														
Stage 3: Contract Administration and Site Supervision														
	Project Engineer													
	Site Supervisor													
	Site Supervisor													
	Site Supervisor													
	Resident Engineer		Rate Only					Rate Only				Rate Only		
	Surveyor		Rate Only					Rate Only				Rate Only		
	Quality control testing		Rate only					Rate only				Rate only		
Sub-total: Stage 3														
Total (excl. VAT)														

NOTES:

(1) Staff members and their functions must be as in Schedule 1 [Work and Staff Details].

(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 to be shown in Namibia Dollars exclusive of VAT (20.5 man-days = 1 man-month).

Schedule 4: Breakdown of Miscellaneous Expense Items

SCHEDULE : BREAKDOWN OF MISCELLANEOUS EXPENSE ITEMS				
Item No.	Description	Qty	Rate (N\$)	Amount (N\$)
Accommodation of Project Team (Consultant and Client)				
Stage 1 Panel Inspections and Prioritisation				
1				
2				
n				
Stage 2: Reseal Design and Contract Documentation				
1				
2				
n				
Stage 3: Contract Administration and Site Supervision				
1				
2				
n				

Schedule 5: Miscellaneous Expenses

SCHEDULE 5 MISCELLANEOUS EXPENSES					
Item No.	Description	Unit	Qty	Rate (N\$)	Amount (N\$)
Stage 1 Panel Inspections and Prioritisation					
1					
2					
3					
Stage 2: Reseal Design and Contract Documentation					
4					
5					
6					
Stage 3: Contract Administration and Site Supervision					
7					
8					
9					
Total (excl. VAT)					

NOTES:

- (1) Please note that all travel expenses must be shown in Schedule 2 [Staff Time, Travel and Cost Details] and are not included here.
- (2) Summary of Materials Survey from Schedule 3 [Breakdown of Materials Survey].
- (3) Details as shown in Schedule 4 [Breakdown of Miscellaneous Expense Items].
- (4) Paid at cost for normal services. Conditions of payment for additional or exceptional services to be agreed with Client.

Schedule 6: Project Cost Summary

SCHEDULE 6: PROJECT COST SUMMARY				
Cost Item	Man-Days	Cost ¹		
		Local (N\$)	Foreign (N\$)	Total (N\$)
Stage 1 Panel Inspections and Prioritisation				
Sub-total: Stages 1				
Stage 2: Reseal Design and Contract Documentation				
Sub-total: Stage 2				
Stage 3 Contract Administration and Site Supervision				
Sub-total: Stage 3				
All Stages				
Total: All Stages				
Total: Miscellaneous Expenses				
Provisional Sum and Contingencies (for client appointed environmentalist,resident engineer, other staff etc)				1,000,000.00
Total (excl. VAT)				
15% VAT				
Total (incl. VAT)				

NOTE:
(1) All costs must be shown in Namibian Dollars, exclusive of VAT. The total cost consists of the Local Cost-plus Foreign Cost.

Lot 2

Schedule 2: Staff Time, Travel and Cost Details

SCHEDULE 2: STAFF TIME, TRAVEL AND COST DETAILS														
Staff Member ¹			Fees			Travel ²						Per Diems		
Name of Staff	Function	Firm Name	Man-Days	Rate (N\$) ³	Cost (N\$) ³	Trip Details	Vehicle Type	Distance or No. of Trips	Unit	Rate (N\$) ³	Cost (N\$) ³	Days	Rate (N\$) ³	Cost (N\$) ³
Stage 1 Panel Inspections and Prioritisation Stage)														
	Project Engineer													
	Design Engineer													
Sub-total: Stages 1														
Stage 2: Reseal Design and Contract Documentation Stage														
	Project Engineer													
	Design Engineer													
Sub-total: Stage 2														
Stage 3: Contract Administration and Site Supervision														
	Project Engineer													
	Site Supervisor													
	Site Supervisor													
	Site Supervisor													
	Resident Engineer		Rate Only					Rate Only				Rate Only		
	Surveyor		Rate Only					Rate Only				Rate Only		
	Quality control testing		Rate only					Rate only				Rate only		
Sub-total: Stage 3														
Total (excl. VAT)														

NOTES:

(4) Staff members and their functions must be as in Schedule 1 [Work and Staff Details].

(5) 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

(6) All amounts to be shown in Namibia Dollars exclusive of VAT (20.5 man-days = 1 man-month).

Schedule 4: Breakdown of Miscellaneous Expense Items

SCHEDULE : BREAKDOWN OF MISCELLANEOUS EXPENSE ITEMS				
Item No.	Description	Qty	Rate (N\$)	Amount (N\$)
Accommodation of Project Team (Consultant and Client)				
Stage 1 Panel Inspections and Prioritisation				
1				
2				
n				
Stage 2: Reseal Design and Contract Documentation				
1				
2				
n				
Stage 3: Contract Administration and Site Supervision				
1				
2				
n				

Schedule 5: Miscellaneous Expenses

SCHEDULE 5 MISCELLANEOUS EXPENSES					
Item No.	Description	Unit	Qty	Rate (N\$)	Amount (N\$)
Stage 1 Panel Inspections and Prioritisation					
1					
2					
3					
Stage 2: Reseal Design and Contract Documentation					
4					
5					
6					
Stage 3: Contract Administration and Site Supervision					
7					
8					
9					
Total (excl. VAT)					

NOTES:

- (5) Please note that all travel expenses must be shown in Schedule 2 [Staff Time, Travel and Cost Details] and are not included here.
- (6) Summary of Materials Survey from Schedule 3 [Breakdown of Materials Survey].
- (7) Details as shown in Schedule 4 [Breakdown of Miscellaneous Expense Items].
- (8) Paid at cost for normal services. Conditions of payment for additional or exceptional services to be agreed with Client.

Schedule 6: Project Cost Summary Lot 2

SCHEDULE 6: PROJECT COST SUMMARY				
Cost Item	Man-Days	Cost ¹		
		Local (N\$)	Foreign (N\$)	Total (N\$)
Stage 1 Panel Inspections and Prioritisation				
Sub-total: Stages 1				
Stage 2: Reseal Design and Contract Documentation				
Sub-total: Stage 2				
Stage 3 Contract Administration and Site Supervision				
Sub-total: Stage 3				
All Stages				
Total: All Stages				
Total: Miscellaneous Expenses				
Provisional Sum and Contingencies (for client appointed environmentalist,resident engineer, other staff etc)				1,000,000.00
Total (excl. VAT)				
15% VAT				
Total (incl. VAT)				

NOTE:

- (2) All costs must be shown in Namibian Dollars, exclusive of VAT. The total cost consists of the Local Cost-plus Foreign Cost.

Schedule 6: Payment Schedule

The Consultant's Financial Proposal shall show the fees payable for the Services to be carried out in line with this Terms of Reference and the Consultant's Technical Proposals. The Financial Proposal shall be a fixed, all-inclusive lump sum paid in installments at the completion of two different milestones as indicated below for Stage 1 and Stage 2. Stage 3 will be paid as per costs incurred on a monthly basis.

Milestone No.	Description	Months	Lot 1 % of Total Fee	Lot 2 % of Total Fee
1	Approval of Panel Inspections and Prioritisation	M+1-4	50%(Stage 1+Stage 2)	50% (Stage 1+Stage 2)
2	Approval of Reseal Design and Contract Documentation	M+2	50%(Stage 1+Stage 2)	50%(Stage 1+Stage 2)
3	Contract administration and Site Supervision	M+3-8	As per monthly costs incurred	As per monthly costs incurred

SECTION 5: TERMS OF REFERENCE

1.	GENERAL REQUIREMENTS	68
1.1	Introduction.....	68
1.2	Project Location.....	68
1.3	Services Required from the Consultant.....	72
1.3.1	Alternative Design Methods.....	73
1.4	Applicable Standards, Manuals, and Guidelines.....	73
1.5	Detailed Description of Services Required	74
1.6	Counterpart training	78
1.7	Personnel Requirements.....	79
1.8	Establishment and De-establishment of Staff	80
1.9	Leave, Resignations, Transfers and Replacements	81
1.10	Vehicles and Equipment required for the Site Supervision.....	81
	TRANSPORT	81
	EQUIPMENT	81
1.11	Time Schedule	81
1.12	Role of the Project Control Engineer	82
1.13	Delegation of Authority and Decision-Making	83
1.14	Instructions and Communications	83
1.15	Variations, Claims, and Changes	83
1.16	Escalation and Accountability	83
1.17	Governance Compliance	84
1.18	Risk Management	85
1.19	Safety.....	88
1.20	Pavement Assessment.....	88
1.21	Assessment of material sources	88
1.22	Environmental assessment	88
1.23	Accommodation of Traffic	89
1.24	Project Programme and Constructability.....	89
1.25	Drawings	90

1. GENERAL REQUIREMENTS

1.1 Introduction

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

The Project involves the identification and prioritization of resurfacing projects on the Namibian national roads including detailed condition assessments on project level, identification and setting out repair works of existing seals (pre-treatment), seal type selection including rejuvenation, seal designs for the resurfacing, cost-benefit and life-cycle analysis of proposed seals, review of existing and preparation of revised contract documentation, contract administration and supervision of resurfacing projects.

The Resurfacing Works form part of the periodic maintenance programme of the Maintenance Division of the Roads Authority, with the objective to maintain the national roads infrastructure to acceptable standards.

1.2 Project Location

The resurfacing works will be spread across Namibia in the five Roads Maintenance Regions, comprising two lots, Lot 1 (Keetmanshoop and Windhoek Region) and Lot 2 (Oshakati, Rundu, Otjiwarongo) and. The project is therefore spread over a vast area and it is expected of the Consultants site organisation to be mobile and to provide for several relocations, for different parts of the Works and in various parts of Namibia.

The Works reflect the periodic reseal requirements on surfaced roads of the Maintenance Division of the Roads Authority. The Resurfacing Work on the sections of road as tabled below are spread throughout Namibia.

The following regional priorities are only a preliminary list and need to be verified with the current PMS results and reprioritised accordingly. This list is not necessarily complete and the extent of the works may vary as priorities may change, and as may be dictated by the available funding. Panel inspections, prioritisation, and the preparation of bidding documents (scope of work and specifications) are expected to run concurrently with construction works at certain stages, as the works will be implemented through a phased approach.

Recommended Action	Resurfacing Year	Road Number	Carriageway	Begin (km)	End (km)	Length (km)	Width (m)	LV	HV	EAD T	Index
Keetmanshoop											
Seal	1	M0031	Single	0.00	31.99	31.99	7.10	105	15	120	0
Seal	1	D3901	Single	0.19	1.07	0.88	7.40	35	5	40	0
Seal	1	D1089	Single	0.00	0.25	0.25	7.90	22	2	24	0
Seal	1	D3903	Single	46.48	46.98	0.50	6.80	7	1	8	0
Seal	2	T0301	Single	103.50	115.00	11.50	66.00	460	310	770	1
Seal	2	T0101	Single	0.00	27.00	27.00	69.00	495	175	670	1
Seal	2	T0401	Single	9.00	207.50	198.50	69.00	425	180	605	1
Seal	2	T0501	Single	5.50	51.63	46.13	7.50	460	70	530	1
Seal	2	T0402	Single	0.00	30.50	30.50	7.30	260	105	365	1

Seal	2	T0402	Single	34.00	56.00	22.00	7.30	260	105	365	1
Seal	2	M0034	Single	0.00	96.00	96.00	8.80	230	30	260	1
Seal	2	M0027	Single	0.00	2.77	2.77	7.20	200	50	250	1
Seal	2	D0212	Single	0.00	49.00	49.00	6.30	210	40	250	1
Seal	2	D0554	Single	59.31	60.62	1.31	7.20	10	0	10	1
Seal	3	T0101	Single	35.50	50.50	15.00	6.90	310	140	450	2
Seal	3	M0061	Single	0.00	78.86	78.86	7.50	255	45	300	2
Seal	3	M0093	Single	0.00	6.41	6.41	7.50	160	10	170	2
Seal	3	D1103	Single	0.00	0.20	0.20	8.00	43	5	48	2
Seal	3	D1098	Single	1.10	1.31	0.21	7.00	34	2	36	2
Windhoek											
Rejuvenate	3	T0107	Forward	64.00	75.00	11.00	7.60	2,130	580	2,710	2
Slurry	3	M0091	Single	71.00	100.50	29.50	7.00	240	40	280	2
Seal	1	M0041	Single	160.0 6	161.22	1.16	7.20	40	5	45	0
Seal	2	T1402	Single	53.50	156.40	102.9 0	7.70	325	70	395	1
Seal	3	T0106	Backward	5.88	22.50	16.62	13.4 0	13,20 0	### #	14,40 0	2
Seal	3	T0701	Forward	9.00	25.00	16.00	12.0 0	2,110	400	2,510	2
Seal	3	T0601	Forward	56.00	69.00	13.00	7.60	1,120	295	1,415	2
Seal	3	M0046	Single	0.00	14.66	14.66	8.50	375	25	400	2
Seal	3	D0872	Single	1.50	61.36	59.86	6.70	230	25	255	2
Seal	3	M0034	Single	98.50	110.00	11.50	8.80	225	25	250	2
Seal	3	D1663	Single	0.00	1.74	1.74	74.0 0	40	10	50	2
Seal	3	M0066	Single	0.00	0.30	0.30	8.00	22	2	24	2
Seal	3	D3839	Single	0.00	1.68	1.68	7.00	2	0	2	2
Seal	4	T0106	Forward	0.00	23.00	23.00	13.4 0	4,200	700	4,900	3
Oshakati											
Seal	1	D3626	Single	0.00	1.07	1.07	7.00	215	15	230	0
Seal	1	D3621	Single	0.00	3.05	3.05	6.40	140	20	160	0
Seal	1	D4111	Single	0.00	0.71	0.71	7.00	2	0	2	0
Seal	1	D4169	Single	3.40	3.77	0.37	7.00	2	0	2	0
Seal	2	M0100	Single	16.50	55.98	39.48	7.30	725	70	795	1
Seal	2	T1002	Single	155.5 0	183.50	28.00	7.40	450	70	520	1
Seal	2	T1002	Single	188.0 0	228.00	40.00	7.40	450	70	520	1
Seal	2	D3668	Single	0.00	6.85	6.85	7.00	330	10	340	1
Seal	3	M0122	Single	2.00	21.00	19.00	7.00	360	60	420	2
Seal	3	D3627	Single	0.00	6.18	6.18	7.30	346	65	411	2
Seal	4	M0121	Single	54.50	70.31	15.81	7.00	1,050	100	1,150	3
Otiwarongo											
Rejuvenate	3	T0107	Forward	157.5 0	174.60	17.10	7.60	1,610	310	1,920	2
Rejuvenate	4	T0107	Forward	135.0 0	155.00	20.00	7.60	2,400	600	3,000	3
Seal	1	D3714	Single	0.00	1.17	1.17	7.20	57	5	62	0
Seal	2	M0054	Forward	0.00	31.37	31.37	7.60	6,650	300	6,950	1
Seal	2	M0101	Single	4.00	22.00	18.00	8.00	420	45	465	1
Seal	2	M0065	Single	51.00	68.00	17.00	7.20	290	40	330	1

Seal	2	M0065	Single	117.5 0	132.64	15.14	7.20	290	40	330	1
Seal	2	M0067	Single	170.5 0	377.50	207.0 0	7.50	260	50	310	1
Seal	3	M0067	Single	37.50	50.50	13.00	7.50	315	65	380	2
Seal	3	M0067	Single	124.0 0	140.00	16.00	7.50	315	65	380	2
Seal	3	M0065	Single	0.00	17.50	17.50	7.20	290	40	330	2
Seal	3	M0068	Single	18.00	30.00	12.00	7.50	250	30	280	2
Seal	3	M0068	Single	54.00	65.00	11.00	7.50	250	30	280	2
Seal	4	M0065	Single	23.00	45.50	22.50	7.20	290	40	330	3
Rundu											
Rejuvenate	4	T0801	Single	74.50	89.45	14.95	7.20	880	290	1,170	3
Rejuvenate	4	T0805	Single	0.00	13.50	13.50	94.0 0	845	230	1,075	3
Rejuvenate	3	T1501	Forward	0.00	48.50	48.50	7,7.	460	35	495	2
Slurry	2	T0805	Single	137.0 0	180.50	43.50	9.40	390	180	570	1
Slurry	3	T0805	Single	46.50	65.00	18.50	94.0 0	430	200	630	2
Seal	1	M0074	Single	217.6 1	218.64	1.03	7.20	70	10	80	0
Seal	3	T1501	Forward	50.00	94.00	44.00	7.70	920	70	990	2
Seal	3	T0803	Single	0.00	21.50	21.50	7.70	555	235	790	2
Seal	3	T1401	Single	39.50	65.00	25.50	7.00	285	65	350	2
Seal	3	M0125	Single	143.5 0	188.64	45.14	7.00	220	30	250	2
Seal	3	M0125	Single	32.50	93.00	60.50	7.00	190	10	200	2
Seal	3	M0125	Single	96.50	136.00	39.50	7.00	190	10	200	2
Seal	3	D3502	Single	8.50	21.91	13.41	7.00	115	5	120	2
Seal	3	D3518	Single	0.00	2.14	2.14	7.00	47	5	52	2

Light Rehabilitation Project Priority List **(only lengths of 5km or less are applicable for design under this assignment)**

Road Number	Carriage Way	Section Begin (km)	Section End (km)	Length (km)	Width (m)	Traffic LV	Traffic HV	Traffic EADT	Rehabilitation Index
Keetmanshoop									
T1001	Single	0.00	3.00	3.00	6.90	1,420	470	1,720	0
T0201	Single	0.00	158.92	158.92	6.60	860	150	1,010	0
M0021	Single	0.00	2.20	2.20	8.70	120	10	130	0
T0104	Single	34.50	49.00	15.50	6.80	1,150	430	1,580	1
T0104	Single	74.50	176.13	101.63	6.80	1,150	430	1,580	1
T0301	Single	125.00	178.96	53.96	6.60	460	310	770	1
M0086	Single	0.00	3.48	3.48	6.90	125	15	140	1
Windhoek									
T0106	Forward	62.50	74.42	11.92	13.40	42,200	700	49,000	0
T0106	Forward	0.00	45.00	45.00	7.60	4,280	530	4,810	0
T0605	Single	3.00	27.00	24.00	7.50	1,250	250	1,500	0

[illegible]

1.3 Services Required from the Consultant

The services required from the Consultant are divided into the following three stages, which are described in detail under this Terms of Reference:

- Stage 1: Identification and prioritisation of resurfacing projects
- Stage 2: Bidding documents may include Review of current contract documentation
- Stage 3: Contract administration and site supervision.

The client intends to carry out the assignment with some stages being executed concurrently where necessary.

The Consultant is tasked with providing comprehensive engineering consultancy services to facilitate the reseal programme. All deliverables and activities must strictly adhere to the Roads Authority (RA) Design Manuals, Standard Specifications, and applicable international best practices. Detailed information on the scope, tasks, responsibilities and deliverables for Stages 1-3 is provided in Sections 11 to 15 of this Terms of Reference. The scope of services encompasses the following core activities:

GENERAL

The purpose of a bituminous surface is to prevent moisture ingress into the pavement, to provide skid resistance and to protect the pavement structure from traffic wear.

The project is divided into three phases: The consultancy services comprise two lots, with each lot to be awarded to a different consultant. The consultants will be expected to work collaboratively in developing the overall national prioritisation list for the entire country.

The client intends on awarding the consultancy works to two different consultants, for Lot 1 and Lot 2, and each lot shall comprise the stages below.

Stage 1:

Identification and prioritisation of resurfacing projects including detailed condition assessments on project level, identification and setting out repair works of existing seals (pre-treatment), seal type selection including rejuvenation, cost-benefit analysis of proposed seals and life-cycle analysis. Assessment of the current desktop panel inspections and the panel inspections from 2019. The consultants will be expected to work collaboratively in developing the latest overall national prioritisation list for the entire country.

Stage 2:

Review and or preparation of current contract documentation in consultation with Network Maintenance, preparation of the final contract documentation with estimations of required pre-treatment works, proposed seals including rejuvenation and specifications.

Stage 3:

Effective supervision, management and administration of the resurfacing projects inclusive of seal designs and resurfacing projects. The scope of work required under this stage of the

Consultant appointed, for this project includes contract administration and site supervision, details fully described in the Roads Authority's Procedures Manual.

The Reseal Works will be divided in Schedules for the Maintenance Regions based on the final prioritisation out of the two data sets and the detailed condition assessments. This stage may not be continuous, as implementation will be carried out progressively and will depend on the availability of funds. Accordingly, the Consultant is required to provide monthly supervision fees for each staff and remuneration will be done on costs incurred basis applicable only during periods when funding is available and construction works are in progress.

1.3.1 Alternative Design Methods

The Consultant is encouraged to investigate and propose innovative design and construction methodologies. These alternatives should prioritize the integration of non-conventional, innovative, bituminous products wherever technically and economically feasible. Proposals for alternative methodologies must be supported by evidence demonstrating:

- **Cost Efficiency:** Reduction in lifecycle costs, including procurement, transport, and long-term maintenance.
- **Structural Durability:** Proven ability to withstand projected traffic loading and regional climatic conditions.
- **Environmental Sustainability:** Minimal ecological footprint
- **Regulatory Compliance:** Adherence to all **Roads Authority (RA)** performance standards and safety requirements.

Where necessary, the Consultant shall coordinate with Client-appointed Specialists to ensure alignment of design inputs, programme, and deliverables. Additionally, the Consultant shall incorporate approved outputs provided by these Specialists into the overall project deliverables where applicable.

Final technical authority, acceptance, and accountability for outputs produced by Client-appointed Specialists shall remain with the Client.

1.4 Applicable Standards, Manuals, and Guidelines

The latest revisions of the following standards, manuals and guidelines are to be used in the project as far as possible:

- Roads Authority Manuals (full suite)
- Roads Ordinance 17 of 1972/ Roads Act
- Public Procurement Act No. 15 of 2015
- SABITA Manual 40 (TRH3 (2007, currently under review)
- TMH 9: (Standard Visual Assessment Manual for Pavements)
- Materials Manual, as applicable for surfacing works and products,
- Environmental Manual, as applicable,
- Standard Plans, as applicable.

Other standards which shall apply are:

- COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (3 March 1998) or COTO
- TRH 1 – Prime Coats
- TRH 3 (2007) – Design and Construction of Road Surfacing Seals
- TRH 7 – Use of Bitumen Emulsions
- TRH 14 – Road Construction Materials
- TMH 1 – Standard Testing Methods for Road Building Materials
- SABITA Manual TG1 (Nov 2007) – The use of Modified Bituminous Binders in Road Construction

These documents are available and the Consultants shall base their technical proposals and financial bids thereon.

The above is not an exhaustive list, but shall be viewed as being the minimum standards applicable to the project, and shall be complemented by current industry best practice. The Consultant must apply his own knowledge and experience and recommend to the Client other appropriate standards for consideration.

The style, format and presentation of the documents prepared by the Consultant shall be in accordance with the requirements of the Client.

1.5 Detailed Description of Services Required

Stage 1: Identification and Prioritisation of Resurfacing Projects

1. Review existing PMS data, historical maintenance records, traffic data, and compare current desktop panel inspections with the 2019 panel inspection results.
2. Conduct detailed project-level field inspections to verify pavement condition and identify defects such as cracking, rutting, potholes, bleeding, and edge breaks.
3. Identify, quantify, and set out required pre-treatment works, including patching, crack sealing, edge repairs, drainage improvements, and shoulder reinstatement.
4. Determine suitable treatment options, including resealing, rejuvenation, or alternative interventions, based on pavement condition and remaining service life. The determination of suitable treatment options also includes design of short sections for light rehabilitation.
5. Select appropriate seal types considering traffic loading, material suitability, pavement performance, and long-term maintenance requirements.
6. Prepare cost estimates, carry out cost-benefit and life-cycle analysis, and develop the final regional and national prioritisation lists for implementation.
7. Prepare a detailed design report

Project Programme and Constructability

At completion of the detailed design phase the consultant shall provide a comprehensive logic programme of construction activities under the reseal programme. The programme shall also be used to verify a realistic construction period.

The programme shall include the following:

- • A work breakdown structure that identifies all major activities.
- • Scheduled duration for each activity.
- • Linkages between activities that clearly identify sequence, floats and critical path.
- • Simultaneous activities shall be identified as well as priority activities.
- • Time for each activity.

- A risk assessment schedule with mitigating plans of issues that could prevent the due completion date being met.

Should the Employer require an electronic version of the programme for review purposes, the consultant shall supply the programme in a format compatible with the Employer's software.

Throughout the development of the project design the consultant shall consider the constructability of the design which shall also be reflected in the programme. Typical aspects and/or constraints that should be considered (but not limited to) are traffic volumes, time of day/year, work space, weather, safety, environmental issues and issues.

Stage 2: Contract Documentation and Tender Preparation

1. Review existing standard contract documentation, specifications, and bidding documents.
2. Consult with Network Maintenance to confirm project requirements, priorities, technical standards, and procurement strategy.
3. Incorporate Stage 1 findings into the final scope of works, including pre-treatment requirements, seal types, rejuvenation treatments, and technical specifications. The rejuvenation works and reseal works should be separate lots.
4. Prepare detailed Bills of Quantities (BoQ), engineer's estimates, and project cost estimates for tender purposes.
5. Prepare complete tender documentation, including conditions of contract, pricing schedules, specifications, and project packaging into lots.

Stage 3: Contract Administration and Site Supervision

The Consultant shall supervise the reseal operation of the relevant roads and administer the reseal/rejuvenation contracts as awarded to ensure that:

- The consultant (design engineer/resident engineer) shall confirm designs are still applicable during construction
- the reseal / rejuvenation contractor meets his obligations in terms of the contract;
- the requirements of the technical specifications are met;
- measurements of quantities and the subsequent payments for executed and accepted works are accurate;
- the reseal/rejuvenation contract is executed according to program.

Contract Administration services to be provided shall include the following:

- attend and chair monthly site meetings,
- support and control site personnel,
- compile and submit progress reports,
- check and submit payment certificates,
- liaison and correspondence with the reseal contractor and project supervisor on all matters relating to the reseal contract,
- interpret reseal contract conditions and specifications in close liaison with the project supervisor,
- post-reseal contract administration.

Site Supervision services to be provided shall include the following:

- re-evaluation of the proposed pre-treatment works ahead of the seal team
- setting out of pre-treatment and preparation works
- check of setting out of the Works,
- checking of quantity calculations,
- quality control of materials,

- quality control of workmanship,
- checking of application rates,
- level control in areas where base repairs exceed the length of 50 (fifty) meters
- agreeing on final quantities,
- checking and control of payment certificates,
- site administration in terms of the reseal contract,
- attendance and minute taking of site meetings,
- counterpart training,
- post-reseal site supervision.

Before any Resurfacing Works on any section can commence, the Project Engineer shall in consultation with the Regional Engineering Manager and Site Supervisor review the applicability of the recommended surfacing measures at that point in time. The Consultant may prescribe alternative surfacing measures if deemed more suitable from changed conditions on site. All alternative surfacing recommendations shall be done, by taking best surfacing practices and the available budget into account.

The Project Engineer is responsible for the various seal designs according to Sabita Manual 40 and TRH3 (under review). A seal design will be conducted for each road section or each time the aggregate source is varied. The Site Supervisor will oversee the correct implementation thereof.

The Contractor is responsible for the implementation of an approved quality control system, testing by an approved independent laboratory, as well as for the submission of samples. The Contractor has to ensure that the reseal material provided conforms to the specifications. It is not a requirement that the Contractor provide a laboratory on site for testing purposes. The Contractor is however required to engage the services of an independent approved civil engineering laboratory, at his cost, to do the necessary testing as part of the approved quality control system to the requirements of the project document.

The Contractor shall in addition bind the suppliers of all his bituminous products to supply the full range of test results of all products, to confirm compliance with the Specifications.

Site Supervisors under his/her supervision shall be responsible to monitor the quality control system of the Contractor and to oversee that all specified properties of the surfacing stone and bituminous products are tested on a regular basis according to the COLTO Standard Specifications as per contract. Copies of the test results shall be handed to the Site Supervisor in respect of each surfacing stone delivery and each tanker of bituminous product delivered to site.

The Site Supervisor is also responsible to oversee that correct application rates according to the specifications and seal designs are adhered to in all circumstances and he shall implement standard methods (e.g. taking of dips at the distributor) to verify the bitumen spray rates for each run. He shall also verify the bitumen application rates in each batch before application of any slurry.

The Resident Engineer will act under the delegated authority of the Project Engineer as representative of the Employer on site and he/she must be thoroughly familiar with the Conditions of Contract and must make a detailed study of the specifications relating to the

work. There will be a minimum of one site supervisor required at any one time up to a maximum of three depending on funding availability.

As representative of the Employer on site, the resident engineer must adhere to the required professional ethics and he/she must therefore always act fair and reasonable. Manipulation of quantities in favour of either party is deceitful and misleading and similarly, laxness or favouritism in the interpretation of specifications is inexcusable.

WORKS DIARY

A thoroughly kept daily record of events by the Site Supervisor is essential and the Resident Engineer and Project Engineer must satisfy himself and the Employer that the diary is being entered daily in a satisfactory manner. The diary can have particular significance in the event of claims or disputes and will be invaluable when the Contract Report is compiled.

The diary should be concise and should not include routine information which can be found elsewhere, for example the volumes of binder applied.

Environmental Manual

The Resident Engineer shall oversee that latest Environmental Practice is applied by the Contractor on Site according to the Environmental Manual and the Environmental Specifications included in the Contract Document.

The client will appoint a specialist environmentalist for compliance.

Normal and Additional Services

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

Performance of additional services shall be in accordance with the agreement reached with the Authority.

Reporting During Site Supervision

The following list shows the reports to be submitted for this project, as well as the number of copies to be produced. The presentation of reports, i.e. description, timetables, time limits, number of copies, recipients, approval procedures shall be as per the Procedures Manual.

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.

DESCRIPTION OF REPORT	TIMETABLE FOR SUBMISSION	TIME LIMIT FOR SUBMISSION	APPROX. NO OF COPIES
Site meeting minutes, including monthly reseal progress, Project Information Sheets to be submitted and cash flow forecast.	Monthly	1 week after site meeting	3
Payment certificates	as required by Contractor, but restricted to one per month	Not later than the last day of each month	2
Materials completion data (MCD)	after issuance of completion certificate	6 weeks after issuance of completion certificate	2
Reseal report including photographic report	after issuance of last completion certificate	6 weeks after issuance of completion certificate	3

Monthly Progress Reports

The Consultant will 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 Consultant shall additionally submit brief monthly Project Information Sheets to be attached to the minutes of the monthly progress meetings.

Materials Completion Data (MCD) and Construction Report

The Consultant shall finalise and complete the MCD sheets applicable to Resurfacing or Light Rehabilitation Works on a monthly basis.

1.6 Counterpart training

The Consultant shall in as far as the project allows, train one (1) qualified engineer at any one time, who will be assigned to the project as counterparts to the Consultant's staff as a full member of the project team. The main thrust of the training programme shall be for the trainee to gain experience and further his/her knowledge in surveying work, materials prospecting and testing, as well as the preparation of contract documents. All costs such as the salary, accommodations, transport etc. of this person shall be borne by the Client. 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.

The Consultant is requested to submit a detail counterpart training programme detailing how he/she will go about training the counterpart trainee. This counterpart training programme is subjected to approval by the PCE.

1.7 Personnel Requirements

1.7.1 Consultant-Provided Key Personnel

The Consultant shall provide the following Key Personnel, who shall constitute a contractual commitment upon award:

Panel Inspection and Prioritisation Stage and Bidding Document Stage

- Project Engineer
- Design Engineer

Contract Administration and Site Supervision

- Project Engineer
- Resident Engineer(only required upon request by the client)
- Site Supervisors 3x (required per region as per works availability)

The site supervisors are only required during the supervision stage. The Client recognises that Key Personnel may for some or other reason not be available for the full duration of the project and any changes to those listed are, to all intents and purposes, a change or variation to the Agreement. Any proposed change should be handled formally by way of written request and approval. Replacement personnel shall be of same or better competence and experience as those initially accepted.. Site supervisors are required to supervise works in each region. The site supervisors shall be used on the project as per works/funding availability in each region and may not all be required on a full time basis as it is dependant on funding availability.

The resident engineer shall be required only upon the clients request depending on funding availability and corresponding to

The project team will be led by the Project Engineer who must have an extensive knowledge and experience in resurfacing works using bituminous products as well as a good knowledge of Namibia and is to be resident in Windhoek for the duration of the project. The Project Engineer shall assume responsibility for the overall contract administration and shall be adequately supported for this purpose by the Resident Engineer and the Site Supervisors and any other staff of the Consultant as may be required for the proper execution of the contract administration. The Project Engineer shall attend all site meetings and shall maintain liaison with the Employer as required for the proper execution of the supervision project, for the full duration of the latter.

The Consultant shall appoint the required Resident Engineer (when required) and Site Supervisors, with all the necessary delegated authority to represent the Consultant for the

purpose of supervising the project. The Site Supervisors must have comprehensive experience in resurfacing works using various bituminous products and COLTO specifications. The Site Supervisor shall be on site from the date of handing over the site for the full duration of the reseal 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 reseal project as determined by the reseal contractor's rate of production. Such a case will be treated as Additional Service in terms of the Consulting Contract. The minimum qualifications and requirements for Personnel are indicated in **ITB BDS 5.2(b)**. No Key Personnel shall be substituted by another member of the Project Team unless permission for this has been sought from and approved by the Client in writing.

It will be up to the Project Engineer to ensure that he or she in his or her capacity provides the necessary technical back-up to the Site Supervisor for the full duration of the project. If the Site Supervisor does not fulfill the expectations of the Roads Authority, the Roads Authority will not hesitate to call upon the Project Engineer to take over the duties. These changes shall not entitle the Consultant for further compensation.

1.7.2 Client-Appointed Specialists

The Client shall appoint and contract directly the following Specialists:

- Environmental Specialist
- Materials Laboratory
- Other specialists

Although these Specialists shall operate independently of the Consultant and report to the Client, they shall consult with the Consultant as required for coordination and information exchange.

The Consultant shall not include these specialists in its Technical or Financial Proposal, shall not price for their services, and shall not be responsible for their professional outputs. The Consultant's responsibilities in respect of these Specialists shall be limited to coordination and integration of outputs, as directed by the Client.

1.8 **Establishment and De-establishment of Staff**

Since the Works at each road section will be of relatively short duration with many re-establishments, it is foreseen at this stage that the Site Supervisor and Resident engineer will be accommodated at commercial accommodation establishments, like flat/house rental in town or lodges and guest-houses in the near vicinity of the project-section.

The Consultant will be reimbursed for these accommodation expenses via Section 1400 of the Reseal Contract.

The Consultant shall however allow for the initial establishment of the proposed Site Supervisor at the start of the Contract and for the de-establishment at the completion of the Contract.

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.

1.9 Leave, Resignations, Transfers and Replacements

The Consultant's staff shall arrange their annual leave to coincide with the Contractor's annual recess period. 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.

1.10 Vehicles and Equipment required for the Site Supervision

Transport

The Consultant shall provide transport for the Resident Engineer and Site Supervisor to conduct on-site inspections, measurements and material control, which is in a good running order and suitable for accessing the reseal site at all reasonable times. This may be done either by supplying a company vehicle or by reimbursing the Resident Engineer and Site Supervisor, who would supply his own vehicle, by internal arrangements. The vehicle shall not be older than three (3) years and has to be provided for the duration of the contract. The Consultant shall allow for this in his financial proposal.

The Consultant will be reimbursed under the Consulting Contract according to the estimated km's to be travelled. The estimated km's to be travelled shall allow for daily travel on site to conduct supervision and other ad-hoc travel to and from the Site Supervisors permanent residence to the temporary accommodation on site.

Equipment

No site laboratory with equipment will be required.

The Contractor shall provide under the Reseal Contract all reasonably required equipment to be able to perform the specified inspections and measurements. These shall include e.g. a measuring tape and wheel, as well as a laptop computer and software as required. For any light rehabilitation works to be executed the client will request for the consultant to provide for a laboratory for quality control during the execution of works.

1.11 Time Schedule

It is the intention to appoint the seal contractor in FY26/27. Based on this requirement the time schedule is as follows:

The implementation time schedule set out below shall serve as a guideline however, the Consultant may propose an alternative schedule, provided that due allowance is made for the time required by the Roads Authority to review and approve submitted deliverables prior to the

commencement of subsequent stages. The overall duration of the assignment is expected to be approximately eight (8) calendar months.

IMPLEMENTATION TIME SCHEDULE		
(Months)		
Sequence	Activity	Target Date
a	Appointment of Consultant	M
b	Commencement of Work by Consultant including inception meeting	M+0.5
c	Panel Inspection and Prioritisation Report and Reseal design and Short Ligh Rehab Sections Design report (To be phased report to be provided from Month 2)	M+2-4
d	Final contract documentation (to be done concurrently depending on funding availability)	M+3- +8
e	Appointment of seal contractors	M+3 MINIMUM
f	Site supervision	M+4

The reseal project is expected to be carried out as funds become available, completed sections should be followed by a 12-month maintenance 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. Please note that the above implementation plan is a guideline and is subject to change during the execution of the assignment.

1.12 Role of the Project Control Engineer

The Project Control Engineer is the Client's designated representative for the Project and shall act as the primary interface between the Client and the Consultant.

Without limiting any other duties prescribed elsewhere in this Terms of Reference, the Project Control Engineer shall:

- Act as the primary point of contact for the Project on behalf of the Client;
- Coordinate and monitor implementation of the Project in accordance with approved scope, programme, budget, and quality requirements;
- Receive, review, and evaluate submissions from the Consultant, including designs, reports, programmes, variations, claims, and payment certificates;
- Prepare and submit recommendations, together with the necessary supporting documentation, through the Client's internal approval structures;
- Ensure that all instructions, approvals, and decisions are exercised strictly within the limits of the applicable Delegation of Authority; and
- Maintain proper project records to support reporting, governance, audit, and accountability requirements.

The Project Control Engineer shall not bind or commit the Client beyond his/her delegation authority and thresholds.

1.13 Delegation of Authority and Decision-Making

Authority to approve, instruct, or commit the Client in respect of cost, time, scope, quality, or contractual matters shall be exercised only in accordance with the Client's approved Delegation of Authority applicable to the Project.

For the avoidance of doubt:

- The Consultant has no authority to bind or commit the Client;
- The Project Control Engineer may exercise only those powers formally delegated by the Client;
- Matters exceeding delegated authority, or having material implications for cost, time, scope, or quality, shall be escalated for approval to the appropriate level within the Client's governance structure; and
- Any delegation issued for the Project shall be read together with the Contract and this Terms of Reference.

1.14 Instructions and Communications

All contractual instructions, approvals, and directions to the Consultant shall be issued in writing by the Project Control Engineer. Additionally, such instructions, approvals, and directions shall fall within the scope of the applicable Delegation of Authority, and shall be properly recorded and traceable.

Verbal instructions shall have no contractual standing unless confirmed in writing by the Project Control Engineer.

The Consultant shall not act on any instruction that falls outside the authority of the Project Control Engineer, or that has not been properly authorised in terms of the applicable delegation.

1.15 Variations, Claims, and Changes

All variations, claims, changes to scope, specifications, cost, or time shall:

- Be formally submitted by the Consultant in accordance with the Contract and this Terms of Reference;
- Be reviewed and evaluated by the Project Control Engineer; and
- Be approved strictly in line with the Client's Delegation of Authority prior to implementation.

No variation, claim, or change shall be implemented without the requisite written approval from the Client, and any unauthorised action may constitute a breach of Contract.

1.16 Escalation and Accountability

Where issues arise that cannot be resolved at project level, or that exceed delegated authority, such matters shall be escalated by the Project Control Engineer through the Client's established management and governance structures.

The governance framework is specifically intended to prevent unauthorised instructions, unapproved variations or commitments, uncontrolled cost escalation, and governance or compliance failures.

Failure by the Consultant to comply with governance requirements, delegated authority limits, or instruction protocols may constitute a breach of contract and may result in corrective action in accordance with the Contract.

1.17 Governance Compliance

The Consultant shall:

- Conduct its services in a manner that supports sound governance and risk management;
- Cooperate with audits, reviews, and inspections by the Client or its representatives; and
- Ensure that all project actions, recommendations, and submissions are consistent with approved authority and governance controls.

Failure to comply with governance and delegation requirements may result in corrective action in accordance with the Contract and applicable legislation.

1.18 Risk Management

The concept of risk shall be discussed at all meetings, starting with the Inception Meeting. The Consultant shall identify restrictions and limitations on the design development that the various processes may impose, estimate the probability that they will impact on performance, advise what measures are proposed to avoid them and what mitigating measures could be taken to mitigate in the event they do occur. This creates a risk register that must be raised and discussed at each successive Progress Meeting.

The risk register will predict or pre-warn the Client when the probability of an event increases to necessitate approval of Extensions of Time or allocation of more funds. A Baseline Risk Register shall be discussed and recorded at the Inception Meeting, and shall be reviewed at each Progress Meeting to confirm the status of each risk and record any changes. The opportunity to add more risks or remove others will also be discussed at Progress Meetings.

A fundamental element of risk assessment will be economic affordability, meaning that each design strategy must be separately and broadly estimated for comparison against the basis of the Client's budget for the project. Similarly, other identified risks will have a cost element to them and these must also be brought to the Client's attention for discussion and decision.

The Baseline Risk Register is provided in **Table 3**

Table 3: Baseline Risk Register

Risk	Description of Risk	Likelihood	Impact	Controls/ Mitigation	Monitoring
Construction materials	- Inadequate or poor-quality materials (e.g. unsuitable borrow pits, contaminated sources) - Delays in material supply or approvals. - Environmental or community objections to material sourcing.	Medium	High	- Early identification and approval of material sources (refer to Materials Manual and project requirements). - Laboratory testing and compliance. - Environmental and community consultation before opening borrow pits. - Secure wayleaves and permissions for material transport routes.	- Regular site/laboratory inspections. - Material source approval documentation. - Community engagement records.
Construction water	- Insufficient water supply for construction. - Water source contamination or environmental impact. - Disputes with local communities over water use.	Medium	High	- Early hydrogeological assessment and identification of water sources. - Obtain necessary permits for water abstraction/use. - Implement water conservation and pollution prevention measures. - Engage with local authorities and communities regarding water use.	- Water source testing logs. - Environmental compliance audits. - Stakeholder engagement documentation.
Existing services	- Damage to existing underground/overhead services during construction. - Inaccurate or incomplete service location data. - Delays due to service relocation or protection requirements. - Service owner disputes or delayed approvals.	Low	High	- Comprehensive detection and mapping during design (desktop and physical). - Early engagement with service owners for wayleaves, relocation, or protection agreements. - Inclusion of service relocation/protection in project programme and budget. - Contractor method statements for working near services.	- Service location plans and as-built records. - Wayleave and approval documentation. - Incident/near-miss reports.
Land compensation	- Delays in land acquisition or compensation payments. - Disputes with landowners or communities. - Incomplete or inaccurate land rights/ownership data. - Unlawful occupation or informal settlements on required land.	Medium	High	- Early land audit and stakeholder mapping. - One-on-one consultations with all affected landowners. - Clear documentation of compensation agreements. - Engage specialists/authorities advisors for complex matters.	- Land acquisition progress reports. - Compensation payment records. - Stakeholder engagement logs.
Route demining	- Presence of landmines along the route. - Delays due to required demining operations. - Safety risks to workers and public.	Low	Very high	- Early engagement with national demining authorities and military. - Route surveys and risk assessments for landmines. - Schedule demining as a prerequisite to construction in affected areas. - Contractor and staff training on landmine awareness.	- Demining clearance certificates. - Incident/near-miss reports. - Coordination meeting minutes with demining authorities.
Stakeholders	Conflicts or lack of engagement with key stakeholders.	Medium	High	- Early stakeholder mapping and identification of all affected parties. - Regular consultations and transparent communication throughout the project lifecycle.	- Maintain stakeholder engagement logs and meeting minutes. - Track resolution of issues raised during consultations.

Risk	Description of Risk	Likelihood	Impact	Controls/ Mitigation	Monitoring
				Establishment of a Project Liaison Committee to manage expectations and resolve issues promptly.	Periodic review of stakeholder satisfaction and feedback reports.
Funding	Delays or shortfalls in project financing.	Medium	Very High	- Secure funding agreements before project commencement. - Implement project in phases in line with available funding.	- Regular financial status reports and cash-flow tracking. - Early warning indicators for potential shortfalls.
Contractor capacity	Insufficient resources or technical expertise by the contractor.	High	High	- Conduct prequalification and capacity checks during procurement. - Include performance-monitoring clauses in the contract. - Provide technical support or training where necessary.	- Review contractor resource allocation and staffing reports. - Monitor progress against programme and quality benchmarks. - Document corrective actions for performance gaps.
Unauthorised instructions/ variation orders	- Consultant issues instructions or variation orders without the PCE's knowledge, bypassing authorisation requirements from the Executive and/or Procurement Committees. - Contractual breaches, uncontrolled cost escalation, and governance failures.	Medium	High	- Clearly define authorisation protocols in the Conditions of Contract and Procedures Manual. - Require written approval for all variation orders and contractual changes before implementation. - Implement a centralised instruction log accessible to the PCE and the Client's oversight teams. - Include contractual penalties for unauthorised actions.	- Regular audits of site instructions and variation orders against approval records. - Monthly compliance reports submitted to the Executive and/or Procurement Committees. - Immediate escalation of any unauthorised actions for corrective measures.
Climate Resilience	Inadequate assessment of flood assessment during the design stage, including incorrect selection/omission of appropriate flood return periods, which may lead to undersized drainage structures, overtopping, or erosion.	Medium	High	- Conduct hydrological studies using approved climate records, and climate resilient methodologies. - Confirm design flood return periods in line with the Drainage Manual and climate resilience guidelines. - Model multiple flood scenarios to determine capacity needs for culverts, bridges, and stormwater systems. - Consult environmental and topographical data to identify flood-prone areas. - Validate assumptions with site visits, and cross checking results with historical flood events.	- Technical reviews of hydrological and hydraulic calculations. - Ensure and enforce compliance with the Drainage Manual and climate resilience guidelines. - Review and approval by Specialist Drainage Engineer.

1.19 Safety

This part of the specification has the objective to assist the Consultant entering into contracts with the Client that they comply with the occupational health and safety requirements as outlined in Chapter 4 of the Labour Act 11 of 2007, and all applicable Regulations. Compliance with this document does not absolve the Consultant from complying with minimum legal requirements and the Consultant remains responsible for the health and safety of his employees. The Consultant shall therefore include this part of the specification to any contract that he may have with Sub-Consultants and/or Suppliers.

This part also covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this Agreement. It provides the requirements that the Consultant shall comply with in order to reduce the risks associated with this contract, which may lead to incidents causing injury and/or ill health.

The Consultant must identify elements of the design that are inherently dangerous or hazardous to the health and safety of the Contractor's employees during construction, and design in such a manner as to mitigate or eliminate the risk(s) where possible. The Consultant must prepare a baseline risk assessment for the intended construction works and make the same available to the Client. This duty of identification continues into the construction phase of the project regardless that the designer may not be monitoring the construction works. All identified dangers/hazards are to be listed and brought to the attention of potential Contractors by means of the baseline risk assessment as outlined above.

1.20 Pavement Assessment

Identify uniform sections within the project site, in accordance with guidelines provided by the RA Materials Manual.

1.21 Assessment of material sources

Assess information provided from previous contracts, if available.

1.22 Environmental assessment

As part of the normal Services to be provided, an Environmental Practitioner is specifically required to confirm the type of environmental approval, i.e. basic application, or full environmental investigation including all other permits and authorisations, that must be applied for from the relevant Authorities. The client shall directly appoint the Environmental Practitioner as highlighted under the general requirements of the Terms of References.

1.23 Accommodation of Traffic

The Consultant must provide full details of his proposals for the accommodation of traffic during construction and after discussion of these with the Project Control Engineer and, where appropriate, also the Regional Engineering Manager. The details of the accommodation of traffic proposals, which must be in accordance with the Standard Drawings, should be included in a Chapter in the Design Report.

The use of proclaimed roads in the area to accommodate traffic during construction must be agreed with the Regional Engineering Manager during the discussion mentioned above.

Where a deviation is to be constructed to accommodate traffic during construction, the location of the deviation must be identified and the deviation designed where this is critical to the road construction or where the topography is severe. Deviations will not normally be bitumen surfaced unless the traffic volume justifies it and the quality of the material available for the construction thereof does not have adequate strength and cohesion so that it may be maintained cost-effectively with a combination of regular wet and dry grader blading and periodic re-gravelling or spot-gravelling operations.

Details of any improvements to proclaimed roads, which will be used as deviations, and of the horizontal and vertical alignments of a deviation to be constructed must be provided with the final drawings and on drawings which must be included in a Chapter in the Design Report.

The Consultant must discuss with the Project Control Engineer the extent and nature of maintenance operations which must be carried out by the Contractor on bypasses and proclaimed roads which will be used by a mixture of public and construction traffic or on proclaimed roads, which will carry significantly increased public traffic volumes because of the construction. The possibility of maintenance of these roads being done by the Client must also be explored. The policy formulated during such discussions shall be included in the contract documents and in the Traffic Accommodation Report.

1.24 Project Programme and Constructability

At completion of the Detailed Design Stage, the Consultant shall provide a comprehensive programme of construction activities, regardless of the complexity of the project. The programme shall also be used to verify a realistic construction period.

The programme shall include the following:

- A work breakdown structure that identifies all major activities.
- Scheduled duration for each activity.
- Linkages between activities that clearly identify sequence, floats and critical path.
- Simultaneous activities shall be identified as well as priority activities.
- Time for each activity.
- A risk assessment schedule with mitigating plans of issues that could prevent the due completion date being met.

Should the Client require an electronic version of the programme for review purposes, the Consultant shall supply the programme in a format compatible with the Client's software.

Throughout the development of the project design, the Consultant shall consider the constructability of the design which shall also be reflected in the programme. Typical aspects and/or constraints that should be considered (but not limited to) are traffic volumes, time of day/year, workspace, weather, safety, environmental issues and land acquisition issues.

1.25 Drawings

General

(a) Drawing medium

All drawings supplied by the Consultant must be in digital format (in a drawing format which can be edited, as well as an electronically generated PDF format). All design data must be in black.

Whenever reference is made on a drawing to another drawing; or to a drawing during discussions or in correspondence, the Client's drawing number and not the Consultant's number must be used.

SECTION 6: STANDARD FORMS OF CONTRACT

A. Form of Contract	93
B. General Conditions of Contract.....	95
1.1 Definitions.....	95
1.2 Relationship Between the Parties	96
1.3 Law Governing Contract	96
1.4 Language	96
1.5 Headings	96
1.6 Notices	96
1.7 Location.....	96
1.8 Authority of Member in Charge	96
1.9 Authorized Representatives.....	96
1.10 Taxes and Duties.....	96
1.11 Fraud and Corruption.....	96
2.1 Effectiveness of Contract.....	98
2.2 Termination of Contract for Failure to Become Effective	98
2.3 Commencement of Services.....	98
2.4 Expiration of Contract	98
2.5 Entire Agreement.....	98
2.6 Modifications or Variations	98
2.7 Force Majeure	98
2.8 Suspension.....	99
2.9 Termination.....	99
3.1 General.....	101
3.2 Conflict of Interests	102
3.3 Confidentiality	102
3.4 Liability of the Consultant.....	103
3.5 Insurance to be Taken out by the Consultant.....	103
3.6 Accounting, Inspection and Auditing	103
3.7 Consultant's Actions Requiring Client's Prior Approval	103
3.8 Reporting Obligations	103
3.9 Documents Prepared by the Consultant to be the Property of the Client.....	103
3.10 Equipment, Vehicles and Materials Furnished by the Client.....	104
3.11 Equipment and Materials Provided by the Consultants	104
4.1 General.....	104
4.2 Description of Personnel.....	104
4.3 Approval of Personnel	105

4.4	Working Hours, Overtime, Leave, etc.	105
4.5	Removal and/or Replacement of Personnel.....	105
4.6	Resident Project Manager	106
5.1	Assistance and Exemptions	106
5.2	Access to Land	107
5.3	Change in the Applicable Law Related to Taxes and Duties.....	107
5.4	Services, Facilities and Property of the Client	107
5.5	Payment	107
5.6	Counterpart Personnel.....	107
6.1	Cost Estimates; Ceiling Amount.....	108
6.2	Remuneration and Reimbursable Expenses	108
6.3	Currency of Payment	109
6.4	Mode of Billing and Payment	109
7.1	Good Faith.....	110
7.2	Operation of the Contract.....	110
8.1	Amicable Settlement.....	111
8.2	Dispute Resolution.....	111
C.	Special Conditions of Contract	112
D.	Appendices	121

A. Form of Contract

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
 - Appendix D: Financial Proposal
 - Appendix E: Duties of the Client
- 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 of Namibia**

Chief Executive Officer

Name: **Mbahupu Hippy Tjivikua**

Date: _____

In the presence of:

In the presence of:

Witness No. 1

Witness No. 2

Name: _____

Name: _____

Date: _____

Date: _____

For and on behalf of **xxx Consulting Engineers**

Director

Name: **xxxxx**

Date: _____

In the presence of:

In the presence of:

Witness No. 1

Witness No. 2

Name: _____

Name: _____

Date: _____

Date: _____

B. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Namibia.
- (b) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the Namibian Dollars.
- (h) "GC" means the General Conditions of Contract.
- (g) "Government" means the Government of the Republic of Namibia.
- (h) "Local Currency" means the Namibian Dollars.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Republic of Namibia; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (n) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.
- (o) "Dollars" means Namibian Dollars.
- (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

	(r) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
	(s) "In writing" means communicated in written form with proof of receipt.
1.2 Relationship Between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Language	This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning and interpretation of this Contract.
1.5 Headings	The headings shall not limit, alter or affect the meaning of this Contract.
1.6 Notices	1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC. 1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.7 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Namibia or elsewhere, as the Client may approve.
1.8 Authority of Member in Charge	In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.9 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
1.10 Taxes and Duties	The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SC.
1.11 Fraud and Corruption	If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive

practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).

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

1.11.1 Definitions

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

- (i) "corrupt practice"⁶ 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"⁷ 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"⁸ 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"⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Clause 3.6.

1.11.2 Commissions and Fees

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

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

⁷ 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.

⁸ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁹ A "party" refers to a participant in the selection process or contract execution.

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 authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposal for modification or variation made by the other Party.
- 2.7 Force Majeure**
- 2.7.1 Definition** (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected

both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

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

2.9 Termination

2.9.1 By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

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

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

subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

- 2.9.3 Cessation of Rights and Obligations** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.
- 2.9.4 Cessation of Services** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.
- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within sixty (60) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment,

	machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.
3.1.2 Law Governing Services	The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
3.2 Conflict of Interests	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.	(a) The payment to the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment. (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's applicable procurement policies and guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
3.2.2 Consultant and Affiliates Not to Engage in Certain Activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
3.2.3 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

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

- Consultant to be the Property of the Client** Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be **specified in the SC**.
- 3.10 Equipment, Vehicles and Materials Furnished by the Client** Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 3.11 Equipment and Materials Provided by the Consultants** Equipment or materials brought into the Republic of Namibia by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

- 4.1 General** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 4.2 Description of Personnel**
- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
 - (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of

this Contract. Any other such adjustments shall only be made with the Client's written approval.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Republic of Namibia as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

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

Applicable Law, of bringing into the Republic of Namibia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

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

5.2 Access to Land

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

5.3 Change in the Applicable Law Related to Taxes and Duties

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

5.4 Services, Facilities and Property of the Client

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

5.5 Payment

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

5.6 Counterpart Personnel

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix E.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix E, the Client and the Consultant shall agree on (i) how the affected part of

the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.

- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Cost Estimates; Ceiling Amount

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

6.2 Remuneration and Reimbursable Expenses

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of

overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.

- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th 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**.

C. Special Conditions of Contract

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The language is English.
1.6	The addresses are: Client: The Chief Executive Officer Roads Authority Cnr of Mandume Ndemufayo Avenue and David Hosea Meroro Road Private Bag 12030, Ausspahnplatz WINDHOEK, Namibia Attention: Divisional Manager: Network Planning Consultant: _____ _____ _____ _____ _____ Attention: _____
1.8	The Member in Charge is (<i>insert Consulting name</i>)
1.9	The Client's Authorised Representatives is: Principal Engineer: Network Maintenance The Consultant's Authorised Representative is: The nominated and approved Project Engineer
1.10	The applicable law is the tax law of the Republic of Namibia.
1.11	<i>Add the following before the first sentence of this Clause:</i> "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 Organization of Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

	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 Client in detail immediately in writing if the Consultant is prompted by a public official or any other persons to make illegal payments. 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. A public official shall be: (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; (d) any candidate for a political office, or (e) any political party or official of a political party."
1.12	<i>Add the following new Clause 1.12 [Conduct]:</i> "During the term of this Contract, the Consultant and its Foreign Staff shall not interfere with the political or religious affairs of the country."
1.13	<i>Add the following new Clause 1.13 [Partial Invalidity]:</i> "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."
2.1	<i>Replace this Clause with the following:</i> This Contract shall come into force and effect on the date ("the Effective Date") of signing of the Contract by both Parties.
2.2	The time period shall be two (2) months.
2.3	The time period shall be fourteen (14) days.
2.4	<i>Replace this Clause with the following:</i> "This Contract shall expire pursuant to the submission of the Final Contract Report and Final Invoice of the Consultant."
2.9.1(g)	<i>Add the following to the end of this Clause:</i>

	“(h) If the case may arise that a time gap occurs between end of Detailed Design (Stage 2) and Contract Administration and Site Supervision (Stage 3) exceeding two (2) years for reasons for which the Consultant is not responsible, such as unavailability of funding for construction works, the following will come into effect: (i) The Contract will automatically be cancelled. In such an occurrence, the Client shall give the Consultant not less than sixty (60) days written notice of termination. (ii) All designs and documentation related to the project will be handed over to the Client in all formats (including electronic and raw data).
2.9.3	<i>Add the following to the end of this Clause:</i> “The Consultant’s liability shall terminate after the Contract is expired in line with Clause 2.4.”
3.4	Limitation of the Consultants’ Liability towards the Client: (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds by three (3) times the total value of the Contract. (b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.”
3.1.1	<i>Replace this Sub-Clause with the following:</i> “The Consultant shall perform the Services with due diligence, efficiency, skill and care, and in accordance with generally accepted engineering and professional standards. The Consultant shall use appropriate methods, technology and resources to ensure that all investigations, assessments and designs are accurate, complete and suitable for the intended purpose. The Client shall review any submission, deliverable, investigation result, or report provided by the Consultant within fourteen (14) days of receipt, unless a shorter review period is stated in the Approved Project Programme. Within this period, the Client shall provide the Consultant with written feedback, approval, conditional approval, or a written notice identifying any shortcomings, non-compliance, or deficiencies. If the Client identifies shortcomings, non-compliance, or deficiencies during this review, the Client may issue a Notice to Rectify as provided below.

	If the Consultant fails to perform the Services with due diligence, efficiency, skill and care, or fails to comply with the requirements of this Contract, the Client may issue up to two (2) written Notices to Rectify. The Notice shall identify and specify the shortcomings and require the Consultant to correct them within fourteen (14) days, or a shorter period stated in the Notice. If the Consultant does not fully rectify the shortcomings within the period stated in the Notices to Rectify, the Consultant shall become liable for Delay Damages at the rate stated in the Delay Damages clause for each calendar day until the deficiencies are fully rectified and accepted by the Client. Delay Damages applied under this clause shall be in addition to any Delay Damages applicable for late achievement of milestones. If the Consultant still fails to correct the deficiencies within a reasonable period after Delay Damages have commenced, the Client may take all reasonable steps to rectify or complete the deficient tasks. The reasonable cost of such actions shall be deducted from the Agreed Total Amount and shall not relieve the Consultant of any of its obligations under the Contract. In the event that the Client fails to provide written feedback, approval, or a Notice to Rectify within the fourteen (14) day review period, the submission shall be deemed to be under consideration, and the Consultant shall be entitled to issue a written notice requesting such feedback. Should the Client fail to respond within a further reasonable period specified in the Consultant's notice, the Consultant shall be entitled to exercise its rights of recourse under this Contract, including referral of the matter to the applicable dispute resolution mechanism, and/or to claim any reasonable extension of time or relief arising from such delay, subject to the terms of this Contract."
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 N\$ 1 million; (b) Third Party liability insurance, with a minimum coverage of N\$ 3 million. (c) Professional liability insurance, with a minimum coverage of N\$ 5 million. (d) Client'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.
3.7 (c)	The other actions are: "Taking any action under the Contract for which action, pursuant to such civil works contract, the written approval of the Client as 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.

	<i>Add the following to the end of this Clause:</i> “The Parties acknowledge and agree that confidential information/data shall include any information/data obtained as a result of attending or having attended any discussion or meeting pertaining to the mutually agreed objectives set out in this Agreement, or any ancillary or related discussions, whether before or after the signature of this Agreement. All raw data and information in soft-copy electronic format (including CAD, Civil Designer, Word documents, Excel spreadsheets, databases, and related digital records and files) produced or obtained under this Agreement shall vest in the Client, and the Consultant shall provide the same to the Client upon instruction or at the end/close of the Agreement.”
3.12	<i>Add this following new Clause 3.12 [Delay Damages]:</i> “If the Consultant fails to achieve a Milestone or Key Date stated in the Approved Programme by its due date, the Consultant shall pay Delay Damages to the Client at the rate of N\$ 5,000.00 (exclusive of VAT) per calendar day for each day of delay. Delay Damages shall not be payable to the extent that the delay is due to a cause which entitles the Consultant to an Extension of Time as approved by the Client. Any Extension of Time granted shall be limited strictly to the number of calendar days attributable to the relevant delaying event. The total amount of Delay Damages payable under this Agreement shall not exceed 10% of the Agreed Total Amount. Delay Damages shall be deducted from the next immediate payment due to the Consultant. The payment of Delay Damages shall not be construed as a waiver of the Consultant’s obligation to complete the Services, nor shall it be construed as a waiver of any other right or remedy available to the Client under this Agreement. If the Consultant fails to achieve a Milestone or complete the Services within a reasonable period after Delay Damages have reached the maximum amount, the Client may terminate the Agreement for default.”
3.13	<i>Add this following new Clause 3.13 [Ownership of Work and Deliverables Upon Termination]:</i> “In the event of termination of the Contract, whether for default or for any other reason permitted under the Contract, all work, data, investigations, designs, reports, drawings, models, calculations, documents and deliverables completed by the Consultant up to the date of termination shall become the property of the Client. The Consultant shall promptly hand over all such work and deliverables, both in electronic format and hard copy, without delay and without any additional cost to the Client. The Client shall have full rights to use, modify, develop further, or assign such work for the continuation or completion of the project.”

3.14	<i>Add this following new Clause 3.14 [Adjustment of Supervision Fees]:</i> “If, during the execution of the Services, the Client determines that the Consultant’s actual supervision requirements are materially lower than those stated in the Consultant’s Financial and Technical Proposal, the Client may request a revision of the supervision fees to reflect the actual level of effort required. The Client shall notify the Consultant in writing of its intention to revise the supervision fees, setting out the reasons and the reduced level of supervision required. The Consultant shall have 60 calendar days from the date of such notice to demonstrate, to the satisfaction of the Client, that the originally proposed supervision inputs remain necessary. If the Consultant fails to provide sufficient justification within this 60-day period, or if the Client reasonably determines that the reduced level of supervision is appropriate, the Client may enforce a reduction in the supervision fees. The revised fees shall be calculated on a time-based remuneration basis using the Government Gazetted rates, or by proportional reduction of the lump sum supervision fee based on the reduced level of effort, whichever method provides better value for money to the Client. The revised supervision fees shall apply from the first calendar day immediately following the expiry of the sixty (60) day period. Any adjustment made under this clause shall not relieve the Consultant of its obligations to perform the Services with due diligence, efficiency, skill and care, and in accordance with the requirements of the Contract.” N/A
4.6	The Project Engineer shall reside in Namibia for the full duration of the project.
5.1	<i>Delete this Clause.</i>
5.5	<i>Add the following at the end of this Clause:</i> “Payments to the Consultant shall be made in terms of the Direct Disbursement Procedure, which will operate as follows: The Consultant will forward a statement and invoice to the Client. In order to ensure timeous payment this should be done not later than the 1st day of the month. The Client will check and approve the statement and invoice, if correct. The Client will send a withdrawal application to the Road Fund Administration and/or the Ministry of Works and Transports to effect the disbursement of the certified amount inclusive of VAT to the Consultant.
6.1(a)	<i>Replace “an estimate of the cost” with “the agreed total amount”.</i>
6.1(b)	<i>Replace “ceilings” with “the agreed total amount”.</i>
6.1(c)	<i>Replace “cost estimates” with “the agreed total amount”.</i>

	<i>Replace “the ceiling or ceilings” with “the agreed total amount”.</i> <i>Add at the end of this sub-clause 6.1 (c) the following:</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. Such agreement shall then be included in a contract addendum which will be subject to prior approval by the Client. 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 the 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. Alternatively, the payment for the additional site supervision phase can also be agreed on as monthly lump sums in the contract addendum. However, should the construction period be less than contractually agreed construction period, then for every month that the construction period is less than contractually agreed construction period, 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. 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 Client, 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.”
6.2(a)	<i>Replace this Clause with the following:</i> Subject to the agreed total amount specified in Clause 6.1(b), the Client shall pay to the Consultant lump sum payments on a bi-monthly basis for Contract Administration and Site Supervision in line with the Payment Schedule. The prices specified the Payment Schedule shall apply until six (6) months after the end of the agreed construction period of <i>[insert number of months]</i>. After this date, 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: $P_n = P_o \cdot (0.15 + 0.85 \cdot L_n/L_o)$ P_n = revised price, P_o = base price, L_n = revised index, L_o = base index. N/A

6.2(b)	Replace “time actually spent” with “time indicated in Schedule 1 of the Financial Proposal.” <i>Add the following to this Clause:</i> The rates referred to are the rates provided in Schedule 1 of the Financial Proposal. Payment for the Personnel is included in the lump sum payments for a construction period of <i>[insert number of months]</i>.
6.2(c)	<i>Add the following to this Clause:</i> Payment for the reimbursable expenses is included in the lump sum payments in the Financial Proposal for a construction period of <i>[insert number of months]</i>. The Miscellaneous expenses to be paid in Namibia Dollar are set forth in the Financial Proposal. 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 Client.
6.4(a)	<i>Delete Clause GC 6.4(a).</i>
6.4(b)	<i>Delete Clause GC 6.4(b) and replace with the following:</i> “The Consultant shall submit to the Client invoices for payment in line with the milestones of the approved Payment Schedule.”
6.4(c)	<i>Delete the first sentence of this Clause 6.4(c) and replace with the following:</i> “The Client shall pay the Consultant’s statements within sixty (60) days after receipt by the Client of such statements with supporting documents.” The interest rate is: The repo-rate of the Bank of Namibia on the due date.
8.2	<i>Delete this Clause and replace with the following Clause 8.2 [Mediation]:</i> “If an amicable settlement cannot be reached within a period of three (3) months after the written request pursuant to Clause 8.1, 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 fourteen (14) days, either party may require that the mediator is appointed by the institution named in the Special Conditions. The mediator shall be appointed by the President of the Engineering Professional Association (EPA) and the appointment shall be binding for the parties.

	The costs of the mediation and of the mediator's services shall be shared equally between the Parties. Mediation shall begin no later than twenty-one (21) days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator. All negotiations and talks held in the course of mediation shall be treated confidentially, unless they are concluded in a written, legally binding contract. 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. If the dispute is not settled within three (3) months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Clause 8.3: Arbitration Procedure."
8.3	<i>Add the following new Clause 8.3 [Arbitration Procedure]:</i> "If the Parties do not reach amicable agreement pursuant to Clause 8.1 or by way of mediation pursuant to Clause 8.2, 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. The place of arbitration shall be Windhoek, Namibia. The language of the arbitration procedure shall be English."

D. 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: *Reporting requirements of the Terms of References are applicable.*

APPENDIX C – KEY PERSONNEL AND SUB-CONSULTANTS

C-1 *Titles [and names, if already available], minimum qualifications of Key Personnel to be assigned to work in Namibia, and staff-months for each in line with TECH 5,6 and 7.*

C-2 *List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – FINANCIAL PROPOSAL

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

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

APPENDIX E - DUTIES OF THE CLIENT

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