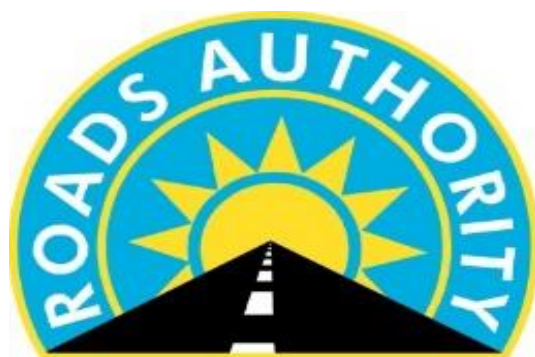




SAFE ROADS TO PROSPERITY

BIDDING DOCUMENT

Issued: September 2026

REQUEST FOR PROPOSALS

CONSULTANCY SERVICES FOR THE ECONOMIC IMPACT STUDY OF THE NAMIBIAN ROAD SUB-SECTOR

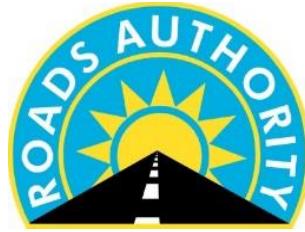
PROCUREMENT REFERENCE NO. SC/RFP/RA-05/2026

COST: N\$ 300.00

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SECTION 1: LETTER OF INVITATION



PROCUREMENT REFERENCE NO. SC/RFP/RA-05/2026

**CONSULTANCY SERVICES FOR THE ECONOMIC IMPACT STUDY OF THE
NAMIBIAN ROAD SUB-SECTOR**

Dear Consultant;

1. The Roads Authority invites proposals to provide Consultancy Services for the Economic Impact Study of the Namibian Road Sub-sector. More details on the services are provided under Section 5 [Terms of Reference].
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 at goresebl@ra.org or +264 61 284 7088. Request for clarifications should be received seven (7) days prior to the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts. 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: 22 October 2026

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

Time: 11h00 AM

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. Proposals from Consultants should score at least 70% for the Technical Proposals will be retained for further consideration.

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.
- (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 a total of 12 months.

11. Validity of Proposal

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

12. Commencement Date of Assignment

You will be expected to take up/commence with the assignment in 14 days after the date on which the Agreement comes into force and effect, being the date of signature of the Agreement by the last Party.

13. Tax Liability

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

MANAGER: PROCUREMENT AND TENDER COMPLIANCE

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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 working 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 FRIDAY, 07 AUGUST 2026 AT 10H00 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 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 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. Contents of Procurement contracts

- 8.1 A procurement contract includes the prescribed terms and conditions.
- 8.2 The parties must expressly agree in writing to any amendment to the contract, other than changes which do not alter the basic nature or scope of the contract.
- 8.3 An amendment to the contract that increases the contract value by more than 15 per cent requires fresh procurement proceedings, except where the amendment is affected for a reason specified in section 36(2)(b) or (c).
- 8.4 No formal amendment of the contract is required if the public entity wishes to make a variation or invokes a contract price adjustment which is expressly authorised in the contract.
- 8.5 The parties must include in every procurement contract a clause to the effect that in the execution of the contract, the remuneration and other conditions of work are not contrary to this Act or any other law, or contrary to the applicable minimum wage agreement.
- 8.6 A contractor may not transfer, cede or assign a procurement contract or its obligations under the contract to any other person.

- 8.7 Every contractor must display a copy of the provisions of subsections (5) and (8) at the place at which the work required by the contract is performed.
- 8.8 In this section, “work” has the same meaning assigned to it by the Labour Act, 2007 (Act No. 11 of 2007).

9. Confidentiality

- 9.1 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.

10. Debriefing

- 10.1 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 – 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 Methods: Request For Proposals (RFP) 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 Consultancy Services for the Economic Impact Study of the Namibian Road Sub-sector.
1.3	A pre-proposal conference shall not be held.
1.4	The Client will provide at no cost to the Consultant all available data and information relevant to the Project.
1.12	Proposals must remain valid 180 days after the submission date.
2.1	Clarifications may be requested not later than seven (7) days before the deadline for the submission of proposals. Requests for clarification shall be sent to: Mr. Lucky Goreseb Email: goresebl@ra.org.na Telephone: +264 61 284 7088
3.2(a)	Consultants are encouraged to enter into a joint venture with Emerging Consultants by way of a valid joint venture agreement not older than 3 years. A maximum of 3 firms may form the joint venture and submit a joint Proposal.

Paragraph Reference	Description
3.2(b)	The estimated number of professional staff-months required for the assignment is 12 months.
3.3	The format of the Technical Proposal to be submitted is a Full Technical Proposal (FTP). The following mandatory documentary evidence must be submitted with the Proposal: (a) A valid certified copy of a Company Registration Certificate or Founding Statement. (b) A valid original/certified copy of a good Standing Tax Certificate. (c) A valid original/certified copy of a 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) Duly completed 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) Duly completed Bid securing declaration. (g) Duly completed Written undertaking in terms of Section 138 of the Labour Act and Section 50(2)(d) of the Public Procurement Act. (h) CVs of the Staff proposed for the assignment, signed by the staff themselves in the format provided in Form TECH-6 under Section 3 [Technical Proposal – Standard Forms]. (i) A valid joint venture agreement (not older than 3 years) signed by all parties to the agreement, or a declaration of association with clear intent to enter into a joint venture upon award, also signed by all parties (if required). (j) A Power of Attorney from each party to the joint venture (additionally, a copy of the Power of Attorney should be included in the Financial Proposal). If the Proposal is submitted by a Joint Venture, all Parties to the Joint Venture must comply with all the mandatory requirements listed above.
3.3(g)	Counterpart training is a specific component of this assignment. All costs related to counterpart training 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. A provisional sum for any additional expenses is included under the Financial Proposal.

Paragraph Reference	Description
3.5	<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 1: Staff Time, Travel and Cost Detail (d) Schedule 2: Breakdown of Miscellaneous Expenses (e) Schedule 3: Project Cost Summary (f) Schedule 4: 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.
3.5(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	The authorisation of the Joint Venture representative shall consist of written confirmation and shall be attached to both the Technical and Financial Proposals. It may include a delegation of power by resolution of the Board of a company or from the Chief Executive Officer or Managing Member.

Paragraph Reference	Description																					
	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 each of the Technical and Financial Proposals, and 2 copies of each. Additionally, scanned copies of the Technical Proposal must be submitted in a USB flash drive.																					
4.4 & 4.5	The Proposals must be deposited in the 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, 22 October 2026 at 11h00. Late submissions will be rejected.																					
5.2	<i>Add the following after the last sentence:</i> “Proposals will undergo Administrative and Technical Evaluations, based on mandatory requirements and evaluation criteria listed in the tables below. Failure to comply with a single mandatory requirement during the evaluation for Administrative Compliance will lead to the rejection and disqualification of the Proposal. <table><tr><th colspan="3">Administrative Evaluation</th></tr><tr><th>Mandatory Requirement</th><th>Yes</th><th>No</th></tr><tr><td>A valid certified copy of a Company Registration Certificate or Founding Statement.</td><td></td><td></td></tr><tr><td>A valid original/certified copy of a good Standing Tax Certificate.</td><td></td><td></td></tr><tr><td>A valid original/certified copy of a good Standing Social Security Certificate.</td><td></td><td></td></tr><tr><td>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.</td><td></td><td></td></tr><tr><td>Duly filled in 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</td><td></td><td></td></tr></table>	Administrative Evaluation			Mandatory Requirement	Yes	No	A valid certified copy of a Company Registration Certificate or Founding Statement.			A valid original/certified copy of a good Standing Tax Certificate.			A valid original/certified copy of a good Standing Social Security Certificate.			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.			Duly filled in 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		
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Paragraph Reference	Description																																					
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	Consulting firm(s) is/are incorporated and registered in Namibia in terms of the company or close corporation laws of Namibia (Section 29(1)(b)(i)).																																					
	In case of a partnership or a joint venture or similar arrangement, consulting firm(s) incorporated in Namibia hold no less than 51% equity (Section 29(1)(b)(iv)).																																					
	<table><tr><th colspan="3">Technical Evaluation</th></tr><tr><th colspan="2">Evaluation Criteria</th><th>Points</th></tr><tr><td colspan="2">1. Specific experience of the Consultant relevant to the assignment</td><td>15</td></tr><tr><td colspan="3">• Project size, relevance and complexity (<u>15 points</u>)</td></tr><tr><td colspan="2">2. Adequacy of proposed methodology and work plan in responding to the Terms of Reference</td><td>20</td></tr><tr><td colspan="3">• Technical approach and methodology (<u>16 points</u>)</td></tr><tr><td colspan="3">• Work plan (<u>2 points</u>)</td></tr><tr><td colspan="3">• Organisation and staffing (<u>2 points</u>)</td></tr><tr><td colspan="2">3. Qualifications and competence of Key Personnel for the assignment</td><td>40</td></tr><tr><td colspan="3">• Project Leader/Transport Economist (<u>20 points</u>)</td></tr><tr><td colspan="3">• Transportation Engineer (<u>10 points</u>)</td></tr><tr><td colspan="3">• Trade & Logistics Specialist (<u>10 points</u>)</td></tr></table>			Technical Evaluation			Evaluation Criteria		Points	1. Specific experience of the Consultant relevant to the assignment		15	• Project size, relevance and complexity (<u>15 points</u>)			2. Adequacy of proposed methodology and work plan in responding to the Terms of Reference		20	• Technical approach and methodology (<u>16 points</u>)			• Work plan (<u>2 points</u>)			• Organisation and staffing (<u>2 points</u>)			3. Qualifications and competence of Key Personnel for the assignment		40	• Project Leader/Transport Economist (<u>20 points</u>)			• Transportation Engineer (<u>10 points</u>)			• Trade & Logistics Specialist (<u>10 points</u>)	
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Paragraph Reference	Description						
	The number of points to be assigned to each of the above positions shall be determined considering the following sub criteria and percentage weights: • Qualifications of staff – 30% • Relevant Experience of staff – 50% • Experience in region and language – 20% <table border="1" data-bbox="386 489 1450 661"> <tr> <td>4. Suitability of the transfer of knowledge programme</td><td>5</td></tr> <tr> <td>5. Participation by Namibian nationals among proposed Key Personnel</td><td>10</td></tr> <tr> <td>6. Namibian registered companies for more than 10 years</td><td>10</td></tr> </table> The minimum Technical Score (S_T) required to pass the technical evaluation is 70 points. Additionally, a minimum score of 50% must be achieved for each sub-criterion as set out above.”	4. Suitability of the transfer of knowledge programme	5	5. Participation by Namibian nationals among proposed Key Personnel	10	6. Namibian registered companies for more than 10 years	10
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6. Namibian registered companies for more than 10 years	10						
5.7	The Financial Score (S_F) will be determined using the formula $S_F = 100 \times (F_L / F)$, in which: (a) S_F is the financial score, (b) F_L is the lowest corrected price, and (c) 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 $S = (S_T \times 80\%) + (S_F \times 20\%)$. 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 Planning Division 2nd Floor, Roads Authority Head Office Corner of Mandume Ndemufayo Avenue & David Hosea Meroro Street Southern Industrial, WINDHOEK						
7.7	The Consultant shall commence the assignment within 14 days after the date on which the Agreement comes into force and effect, being the date of signature of the Agreement by the last Party.						

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	30
Form TECH-2: Consultant's Organisation and Experience	32
Form TECH-3: Comments and Suggestions on the Terms of Reference	33
Form TECH-4: Approach, Methodology and Work Plan	34
Form TECH-5: Team Composition and Task Assignments	35
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	36
Form TECH-7: Staffing Schedule	38
Form TECH-8 Work Schedule.....	39
Appendix I: Bid Securing Declaration.....	40
Appendix II: Undertaking: Ministry of Justice and Labour Relations	41
Appendix III: Power of Attorney / Authority for Signatory (Sample Form)	43

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 Consultancy Services for the Economic Impact Study of the Namibian Road Sub-sector 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, the undersigned, hereby confirm that our proposal shall remain valid and open for acceptance for a period of _____ days from the deadline of submission. We understand and agree that we are bound by this bid for the stated validity period and that it may be accepted at any time before the expiration of that period.

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 Organization and Experience

A) Consultant's Organization

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

B) Consultant's Experience

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

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, Project 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

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

B) On Counterpart Staff and Facilities

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

Form TECH-4: 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 (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

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

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

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

Form TECH-5: Team Composition and Task Assignments

[illegible]

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

No.	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
1		[Home]															
		[Field]															
2		[Home]															
		[Field]															
n		[Home]															
		[Field]															
											Subtotal						
											Total						

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

 Full time input
 Part time input

Form TECH-8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

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

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 Consultancy Services for the Economic Impact Study of the Namibian Road
Sub-sector.*

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.

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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 proposal.
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.

Schedule 1: Staff Time, Travel and Cost Details

SCHEDULE 1: 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
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).

[illegible]

(1) This schedule shall make provision for all expenses not included under Schedule 1

Schedule 3: Project Cost Summary

SCHEDULE 3: PROJECT COST SUMMARY			
Cost Item	Cost ¹		
	Local (N\$)	Foreign (N\$)	Total (N\$)
Fees			
Travel			
Per Diems			
Miscellaneous			
Sub-total			
Provisional sum of Counterpart Training			50,000.00
Sub-total			
5% Contingencies ²			
Sub-total			
15% VAT			
Total (incl. VAT)			

- (1) All costs must be shown in Namibian Dollars, exclusive of VAT. The total cost consists of the Local Cost and Foreign Cost.
- (2) The contingency amount is intended to cater for any unforeseen circumstances that may arise during the implementation of the project. Utilisation of the contingency shall be strictly controlled and subject to the Client's prior written approval, issued in accordance with the applicable delegation of authority.

Schedule 4: Payment Schedule

Milestone No.	Milestone Description	% of Total	Amount (incl. VAT)
1	Inception Report		
2	Draft Report		
3	Validation Workshop		
4	Draft Final Report		
5	Final Report		
Total Financial Proposal		100%	

- (1) Payment of the Consultant's fees shall be milestone-based and shall only be made following completion by the Consultant, and formal approval by the Client of the corresponding deliverables for each milestone listed in the payment schedule.

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1. INTRODUCTION

1.1 The Project

The Roads Authority wishes to undertake a study on the Economic Impact of the Road Sub-Sector in Namibia, with special focus on assessing economic contribution with special focus on transport and logistics corridors, which will provide a better understanding about the role that transport and logistic corridors plays in Namibia's economy.

One of the most important aspects of the study is to determine the recent road work carried out with a focus on dual carriageways around Windhoek and coastal towns and assess the impact on the economy.

The assessment of the relationship between corridor road construction and specific sectoral growth and factors driving such growth, as well as of the factors and issues that bring changes to the Economy need to be established, as lesser knowledge is shared on such impacts.

The main objective of the Study to obtain a detailed knowledge of the impact to the Namibia Economy because of these transport and logistic corridors, its comparison with other neighbouring countries and further Recommend the best effective strategy to maintain and improve corridors efficiency.

Any reference made in these Terms of Reference to "the Study" and "the Project" shall refer to this study on the Economic Impact of the Road Sub-Sector in Namibia: Assessing Economic Contribution with Special Focus on Transport and Logistics Corridors.

1.2 The Client

The Employer for this Study is the Roads Authority of Namibia, and the project will be funded by RFA through Road User Funds. The consultancy contract will be concluded between the Roads Authority and the selected consultants.

1.3 Importance of the Project

The study aims to gain a better understanding of the role that Transport and Logistic corridor plays in the Namibia's economy, aiming to determine the true contribution of these corridors to National GDP, analysing all performance indicators and all efforts made, and be contextualized in relation to the overall economic development of the Namibian economy.

1.4 Background Information

The Roads Authority wishes to undertake a study on Economic Impact of the Road Sub-Sector in Namibia "Assessing economic contribution with special focus on Transport and Logistic corridors", which will provide a better understanding about the role that these transport and logistic corridors contribute to Namibia's economy. One of the most important aspects of the study is to determine the recent road works carried out with a focus on trunk roads which act as the economic lifeline of Namibia.

The road sub-sector plays a critical role in supporting economic growth, regional integration, trade facilitation, and social development in Namibia. As a vast and sparsely populated country, Namibia relies heavily on its road network to connect industrial/production centres, mining areas, agricultural zones, tourism destinations, and border posts to domestic and international markets.

Namibia's strategic positioning as a regional gateway to the Southern African region strengthens its ambition of becoming a logistics hub within the Southern African Development Community (SADC). The study will assess the contribution of the following key transport corridors:

- (a) Trans-Cunene Corridor: Walvis Bay to Oshikango Border Post (908 km)
- (b) Trans-Kalahari Corridor: Lüderitz to Ariamsvlei Border Post (670 km)
- (c) Trans-Oranje Corridor: Walvis Bay to Buitepos Border Post (733 km)
- (d) Walvis Bay–Ndola–Lubumbashi Development Corridor: Walvis Bay to Wenela Border Post (1,395 km)

These corridors connect landlocked countries such as Zambia, Botswana, Zimbabwe, and the Democratic Republic of Congo (DRC) to the Namibian ports.

Significant investments have been made in trunk roads, with the recent upgrade to dual carriageway standard around Windhoek, Swakopmund, and Walvis Bay to enhance trade competitiveness, reduce transport costs, improve mobility, and stimulate economic activity. However, there is a need for a comprehensive, evidence-based assessment of the Road Sub-Sector's economic contribution to Namibia's GDP, employment, trade performance, productivity, and corridor competitiveness.

1.5 The Objective of Project

The objectives of this assignment are:

- (a) To quantify the economic contribution of the Road Sub-Sector to Namibia's economy (GDP Contribution).
- (b) Assess the impact of transport and logistics corridors on trade, regional integration, and economic diversification.
- (c) Evaluate direct, indirect and induced economic effects by providing recommendations to enhance economic returns from Road Sub-Sector investments

2. SCOPE OF CONSULTING SERVICES

2.1 Review of Policy and Institutional Framework

- (a) Review national development frameworks (NDPs), transport policies, logistics strategies, and infrastructure master plans.
- (b) Assess the institutional framework governing the road and corridor sector.
- (c) Evaluate financing mechanisms (Road Fund, PPPs, GRN budget allocations, development partners).

2.2 Economic Contribution Analysis

The Consultant shall quantify:

- (a) **Direct Contribution**
 - Contribution of the road sub-sector (i.e. infrastructure, transport, and logistic services) to GDP.
 - Employment creation and future projection
 - Public, private, and development partners' investment initiatives.
 - Tax revenues (road user charges) generated from road-related activities.
- (b) **Indirect and Induced Effects**
 - Linkages to mining, agriculture, tourism, Health, manufacturing, and trade sectors.

2.3 Corridor Performance and Logistics Impact Assessment

Assess the economic performance of major transport corridors, including:

- (a) Traffic volumes.
- (b) Trade volumes and commodity flows.
- (c) Transit times and transportation cost of transport.
- (d) Border operational efficiency and non-tariff international barriers.
- (e) Competitiveness compared to alternative regional routes.
- (f) Assess logistics performance indicators and supply chain efficiency.
- (g) Identify best practices in corridor management.

2.4 Cost-Benefit and Economic Rate of Return (ERR)

- (a) Conduct economic appraisal of corridor investments.
- (b) Estimate Economic Internal Rate of Return (EIRR).
- (c) Evaluate Value for Money (VfM) in public investment.
- (d) Assess long-term macroeconomic returns of road infrastructure spending.
- (e) Evaluate the economic benefits of upgrading the corridors vis-a-vis the current condition (future projection/ forecast demand).

2.5 Socio-Economic Impact Assessment

- (a) Impact on poverty reduction and employment creation.
- (b) Road safety economic costs.
- (c) Environmental and climate resilience considerations.
- (d) Health hazards.

2.6 Scenario and Forecast Modelling

- (a) Model future corridor demands under different growth scenarios.
- (b) Forecast freight demand over 10 to 20 years.
- (c) Identify strategic investment priorities (infrastructure and services).

2.7 Stakeholder Consultation

Conduct consultations with:

- (a) Government ministries
- (b) Road sub-sector institutions
- (c) Transport operators
- (d) Port authorities
- (e) Chamber of Commerce
- (f) Corridor management institutions.

2.8 Deliverables

The Consultant shall deliver the following deliverables:

- (a) Inception Report
- (b) Draft Report
- (c) Validation Workshop
- (d) Draft Final Report, incorporating stakeholder comments
- (e) Final Report

3. PERSONNEL REQUIREMENTS

3.1 General Requirements

The Consultant shall undertake the assignment in accordance with these Terms of Reference, as well as the standards, procedures, and guidelines of the Roads Authority. Relevant manuals and documents can be accessed and downloaded from the Roads Authority official website.

In the event of any discrepancies between the Terms of Reference and the applicable standards, procedures, guidelines, or regulations referenced herein, the matter shall be referred to the Roads Authority for clarification and final determination.

The Consultant shall demonstrate the following minimum qualities and competencies:

- (a) A proven track record in undertaking similar assignments of comparable scope and complexity.
- (b) Strong analytical, research, and report-writing capabilities, with the ability to produce clear, well-structured, and evidence-based reports.
- (c) A commitment to capacity building and transfer of knowledge to local counterparts and relevant stakeholders during the assignment.

3.2 Key Experts

The consulting firm shall provide a multidisciplinary team with demonstrated experience in transport economics and corridor development.

3.2.1 Team Leader / Transport Economist

- (a) Postgraduate qualification (PhD or Master's) in Transport Economics, Infrastructure Economics, or related field.
- (b) Minimum 10–15 years' experience.
- (c) Experience in economics and corridor analysis.
- (d) Experience in Sub-Saharan Africa preferred.
- (e) Good understanding of the National Development Plan at micro and macro levels, public policies, stakeholder engagement, etc.
- (f) Ability to analyse economic and financial data with strong graphical visualization.

3.2.2 Transportation Engineer

- (a) Bachelor's Degree in Civil Engineering (Transport), Traffic Engineering, or related field.
- (b) Minimum 10 years' experience in road infrastructure planning.
- (c) Experience in appraisal of road projects.

3.2.3 Trade & Logistics Specialist

- (a) Qualification (Bachelor or Master's) in Transport and Logistics, International Trade, or related field.
- (b) Experience in freight systems, port operations, and corridor management.
- (c) Knowledge of regional trade systems (SADC).
- (d) Experience in GDP contribution analysis.
- (e) Experience in data analysis.

3.2.4 Support Staff

The Consultant is free to add other experts or additional staff to those suggested above as he sees fit, to ensure a well-balanced technically competent team capable of completing the work in the timeframe provided. The additional experts, however, will not be considered in the technical evaluation.

4. TECHNICAL PROPOSAL REQUIREMENTS

Consultants shall submit a detailed Technical Proposal containing:

4.1 Understanding of the Assignment

- (a) Interpretation of the objectives.
- (b) Key economic issues in Namibia's road corridors.
- (c) Identified risks and mitigation measures.

4.2 Methodology and Approach:

- (a) Data collection strategy (primary and secondary).
- (b) Economic impact analysis framework.
- (c) Transport and logistics corridor performance indicators.

- (d) Stakeholder consultation plan.
- (e) Quality assurance mechanisms.
- (f) Data validation procedures.
- (g) Assumptions and limitations.

4.3 Work Plan and Timeline

- (a) Gantt chart covering all activities.
- (b) Proposed duration (12 months).
- (c) Milestones linked to deliverables.

4.4 Team Composition and CVs

- (a) Detailed CVs of key personnel.
- (b) Clear allocation of responsibilities.
- (c) Level of effort (person-months).

4.5 Experience of the Firm/s

- (a) At least 3–5 similar assignments completed in last 10 years.
- (b) Project experience in corridor and transport infrastructure impact assessment.
- (c) Project experience within the SADC region.

5. EXPECTED OUTCOMES

The study shall provide the following outcome:

- (a) Quantified economic contribution of the road sub-sector to Namibia's GDP.
- (b) Measured economic impact of key logistics corridors.
- (c) Recommendations to improve corridor competitiveness.
- (d) Strategic guidance for transport infrastructure and services prioritization.
- (e) Evidence to support funding mobilization and investment initiatives.

6. CONTRACT DURATION AND PAYMENT

6.1 Contract Duration

The Consultant shall propose a realistic programme, with key milestones aligned to the deliverables above. The initial contract shall be for a 12-month period as determined by the Roads Authority, with services rendered as and when required within the contract period. The contract may be extended to satisfactory performance and the needs of the Authority.

6.2 Payment

The Consultant shall be paid professional fees in accordance with the agreed Financial Proposal and applicable contract conditions. Payment shall be based on completed and accepted deliverables or agreed milestones. Invoices shall be submitted together with supporting

documentation and shall be subject to verification and approval by the Roads Authority prior to payment.

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A. FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the month of _____ 2026, between, on the one hand, Roads Authority (hereinafter called the “Client”) and, on the other hand, *[name of Consultant(s)]* (hereinafter called the “Consultant”), for the provision of Consultancy Services for the Economic Impact Study of the Namibian Road Sub-sector (hereinafter called the “Project”).

[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 presented 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: Financial Proposal
- 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**

Mbahupu Hippy Tjivikua
Chief Executive Officer

Date: _____

In the presence of:

In the presence of:

Witness No. 1

Witness No. 2

Name: _____

Name: _____

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

[Name of Authorised Representative]
[Title/Designation]

Date: _____

In the presence of:

In the presence of:

Witness No. 1

Witness No. 2

Name: _____

Name: _____

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 working 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 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 commission 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 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 fulfil 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 not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

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

2.9.2 By the Consultant

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as

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

- 3.5 Insurance to be Taken out by the Consultant** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages **specified in the SC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.6 Accounting, Inspection and Auditing**
- 3.6.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.6.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client, if requested by the Client. The Consultant's attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the prevailing sanctions procedures.)
- 3.7 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix C.
 - (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
 - (c) Any other action that may be **specified in the SC**.
- 3.8 Reporting Obligations** The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.9 Documents Prepared by the Consultant to be the Property of the Client** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a

detailed inventory thereof. The Consultant may retain a copy of such documents and software and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be **specified in the SC**.

3.10 Equipment, Vehicles and Materials Furnished by the Client

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

3.11 Equipment and Materials Provided by the Consultants

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

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel

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

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

4.3 Approval of Personnel

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

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Republic of Namibia as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to 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 pertain 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 be 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) 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, Ausspannplatz WINDHOEK, Namibia Attention: <i>[Name and contact details]</i> Consultant: _____ _____ _____ _____ _____ Attention: <i>[Name and contact details]</i>
1.8	The Member in Charge is <i>[Name of Lead Consultant]</i>. <i>If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one (1) entity, this Clause SC 1.8 should be deleted from the SC.</i>
1.9	The Authorised Representatives are: (a) For the Client: Mr. Thomas Nghishekwa Email: nghishekwa@ra.org.na Telephone: +264 61 284 7248 (b) For the Consultant: <i>[Name of and contact details of Authorised Representative]</i>
1.10	The applicable law is the tax law of the Republic of Namibia.
1.11	Add the following before the first sentence of this Clause: “When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules,

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	regulations and provisions of the relevant legal systems, including the 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 bidding 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	The Effective Date is the date of signature of the Consultancy Agreement by the last Party.
2.2	The period shall be two (2) months.
2.3	The period shall be fourteen (14) days.
2.4	<i>Replace this Clause with the following:</i>

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	“This Contract shall expire one (1) month after the submission of the Final Report, pursuant to the submission and payment of the Consultant’s final Invoice.”
2.9.1(h)	<i>Add the following new Clause 2.9.1(h):</i> “(h) If the case arises that a time gap two (2) years occurs between end of the Documentation and Procurement Stage and the beginning of the Contract Administration and Site Supervision Stage for reasons such as unavailability of funding for the Works Contract, 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). (iii) A new Contract for the consultancy services for Contract Administration and Site Supervision will go on procurement as soon as funding for the construction works is available.”
2.9.1(i)	<i>Add the following new Clause 2.9.1(i):</i> “(i) If the Delay Damages have reached the maximum amount, the Client may terminate the Agreement for default.”
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 Clause with the following:</i>

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	“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 and resources to ensure that the Services are completed 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. If 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:

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(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\$ 1,000,000; (b) Third Party liability insurance, with a minimum coverage of N\$ 3,000,000. (c) Professional liability insurance, with a minimum coverage of N\$ 5,000,000. (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	<i>Add the following to the end of this Clause:</i> "The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client. The Parties acknowledge and agree that confidential information/data shall include any information and 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 (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 the 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 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.

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	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 the 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, reports, models, 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."
5.1	<i>Delete this Clause.</i>
5.5	<i>Add the following at the end of this Clause:</i> "The Consultant will forward its statement and invoice to the Client, not later than the 1st day of each month. The Client will check and approve the statement and invoice, if correct, and thereafter send a withdrawal application to the Road Fund Administration or the Ministry of Works & Transport to disburse the certified amount (inclusive of VAT)."
6.1	<i>Replace "Cost Estimates" with "Agreed Contract Price".</i>
6.1(a) & 6.1(b)	<i>Replace these Clauses with the following:</i> "Payments to the Consultant shall be made strictly in accordance with the agreed Contract Price and the Payment Schedule set out in this Contract. No payment shall be due or payable unless such payment is provided for in the Payment Schedule and the relevant deliverables or milestones to which the payment relates have been duly achieved and accepted by the Client in accordance with the Contract."

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1(c)	<i>Add at the end of this Clause 6.1(c) the following:</i> “Should the Consultant wish to reduce project team, which shall only be done with the permission of the Client, then a reduction of the lump sum shall be made.”
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. 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 during 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.”

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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

This Appendix will include the agreed Terms of Reference, the Consultants' Technical Proposal and the Project Programme.

APPENDIX B: FINANCIAL PROPOSAL

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

- Form FIN-1: Financial Proposal Submission Form
- Form FIN-2: Summary of Costs
- Schedule 1: Staff Time, Travel and Cost Details
- Schedule 2: Breakdown of Miscellaneous Expenses
- Schedule 3: Project Cost Summary
- Schedule 4: Payment Schedule