Request for Proposal
Issued on: 12 August 2020

FOR

Selection of Consultant

ROAD SAFETY INVESTIGATION STUDY FOR THE
UPGRADING OF 10 MILES PASS NEAR TSUMEB ON TR1/9

Procurement Reference No: SC/RFP/RA-02/2019

COST: FREE
LETTER OF INVITATION

Dear Consultant,

Subject: ROAD SAFETY INVESTIGATION STUDY FOR THE UPGRADING OF 10 MILES PASS NEAR TSUMEB ON TR1/9

1. You are hereby invited to submit technical and financial proposals for consultancy services required under ROAD SAFETY INVESTIGATION STUDY FOR THE UPGRADING OF 10 MILES PASS NEAR TSUMEB ON TR1/9 for the Roads Authority which could form the basis for future negotiations and ultimately, a contract between you and the Roads Authority.

2. The purpose of this assignment is to:
   (a) investigate and identify road safety shortcomings of the Pass
   (b) develop road safety measures to improve the road environment at the pass (provide at least 3 alternatives to improve the current situation of the pass, and select the best suitable measure)
   (c) and for the selected measure, undertake preliminary designs, costs estimates and costs benefits analyses

3. The following documents are enclosed to enable you to submit your proposal:
   (a) the Terms of Reference (TOR) [Annexure 1];
   (b) supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
   (c) a sample format of the Service Contract under which the service will be performed [Annexure 3]
   (d) Bid Securing Deceleration Form
   (e) Ministry of Labour, Industrial Relations and Employment Creation written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015
4. Any request for clarification should be forwarded in writing to the Roads Authority, to Mr. Eben Gawaxab, Tel: +264 61 284 7188, email: gawaxabe@ra.org.na. Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.

5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

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

6. Eligibility

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


(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

The proposals shall be submitted in two separate envelopes, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before:

**Date:** Thursday, 27 August 2020

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

**Time:** 10h00 am

**Electronic Submissions and late bids will be rejected.**
8. **Deciding on the award of the Contract**

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

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

9. **Rights a Public Entity**

   (a) Please note that the Roads Authority is not bound to select any of the consultants submitting proposals.

   (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

10. **Duration of Assignment**

    It is estimated that the minimum duration of the assignment shall be for a period of 10 months. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.
11. Validity of Proposal

You are requested to hold your proposal valid for 120 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Roads Authority will make its best efforts to finalize the agreement within this period.

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded on 25 October 2020, you will be expected to take up/commence with the assignment in 7 days.

13. Tax Liability

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

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

(b) equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). and

(c) property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

14. Insurance

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

15. Statutory documents

The Consultant should include the following documents:

- Certified copy of Registration Certificate of Company
- Original/certified copy of a good standing from Social Security
- Original/certified copy of a good standing with Receiver of Revenue
- Certified copy of Affirmative Action Compliance Certificate
• Certified copy of VAT Registration Certificate
• A Bid Securing Declaration
• Ministry of Labour, Industrial Relations and Employment Creation, written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

Should the Consultant fail to submit the above documents, they will be automatically disqualified.

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

Yours faithfully,

Julia Itana
Manager: Procurement and Tender Compliance

Enclosures:

Annexure 1: Terms of Reference.
Annexure 2: Supplementary Information to Consultant.
Annexure 3: Draft contract under which service will be performed.
TERMS OF REFERENCE

Part 1. Background

Within a local context, the section of TR1/9 links the population centers of Otavi in the south and Tsumeb in the north, and is approximately 61.3 km in length. The road was designed in the late 1950’s and constructed in 1959/60 with two 3.1m wide bitumen surfaced lanes with two 1.8m gravel shoulders. The road winds partly through open countryside and partly through mountainous terrain, which includes the mountain pass on the farm Uithoek, herein referred to as “10-miles pass”.

The 10-Miles-Pass is situated about 12 km south of Tsumeb. The Pass, also known as Bobos and Uithoek, is characterized by steep gradients and sharp curves over a distance of about 2 km and consists of a single lane in each direction. Its gradient ranges between 7.1% and 7.7%. There is no paved shoulder or provision for climbing lanes and no road studs for visibility during the night.

The cross-section of the road and design parameters of the alignment at design stage (some 56 years ago) allowed for the level of traffic at the time together with the expected growth thereof. The age of the road is more than double the design life, with the obvious result that the geometric standards no longer meet the requirements of the current level of traffic and the minimum Southern Africa Transport and Communications Commission (SATCC) and Namibian Geometric Standards.

Currently, the section of the road carries a traffic volume of approximately 1 980 vehicles per day, with an abnormal heavy vehicle content of 33%. The increased traffic volume results in platooning of vehicles behind the slower moving trucks at the ascending section of the road, especially (bearing in mind the high heavy vehicle component) due to the lack of climbing lanes and limited overtaking opportunities along the route. Platooning inevitably induces unsafe driver behavior with the potential for traffic accidents. This problem is expected to worsen with the anticipated increase in trade with Angola and the subsequent increase in heavy vehicles transporting cargo.
Part 2: Motivation for the study

TR 1/9 forms part of the corridor linking the heavily populated north and neighbouring Angola with Namibia’s main harbour and the economic hub at Windhoek in the central Namibia. The route is important in that it serves as part of the Trans-Cunene Corridor that links the port of Walvis Bay to Angola. This corridor has been identified as a driver of economic and tourism development, and is essential for the enhancement of regional co-operation.

The study is motivated by the relatively high number of accidents that have occurred at the mountain pass. There are indications that many accidents are related to the physical environment of the road including the absence of passing lanes, the high gradients and the sharp curves. Runaway trucks have been reported leading to suggestions for constructing arrester beds for such occurrence. However there is a need for detailed investigations to determine the best solution to the problem.

The road safety audit conducted for the 2006 study for the Otavi-Tsumeb road rehabilitation did not provide detailed analysis of the causes of accidents specific to the mountain pass. The report underlines the short radius horizontal curves exacerbated by the steep grades and the lack of auxiliary lanes to provide passing opportunities as safety deficiencies for the Pass.

By its location on the national road network, TR1/9 must have the capacity to carry safely significant amount of heavy traffic. The analysis in the 2006 study indicated that heavy traffic represented 24% of the total traffic growing at 5.8% annually. The study further reported a high accident rate at 1.97 accidents per million vehicle kilometres travelled on the road which is regarded as very high.

It is logical that measures have to be taken to ensure that the safety situation does not worsen with the projected growth in traffic on the Namibia road network. This would be incompatible with the strategic function of the Trunk Road and thus, the need for this study for designing appropriate measures for improving road safety and traffic flow in the future. The expected economic benefits of the Project include the reduction of transport costs due to savings on accidents costs, vehicle operating costs and travel time costs. Ultimately, this will favourably impact on trade within Namibia and the SADC and stimulate the social and economic development of the country.
Part 3. The Services

3.1 Scope of the Services

The objective of the Study is to investigate and identify road safety shortcomings of the Pass, develop road safety measures to improve the road environment and for the selected measures undertake preliminary designs, costs estimates and costs benefit analyses. The overall objective is to provide the Roads Authority with adequate information covering engineering, environmental, economic, and financial aspects of the feasibility of safety upgrading measures. This information will be used by the Roads Authority together with other stakeholders for deciding on the financing and implementation of the proposed measures.

The work shall be conducted over 2 km distance, starting at the beginning of the pass, +/-12km from Tsumeb to the end of the pass, at +/-15 km from Tsumeb.

3.1.1 Standards, Procedures and Guidelines

The Consultant shall carry out the work in accordance with these Terms of Reference and the standards, procedures and guidelines listed below, copies of which can be obtained from the RA:

- Procedures Manual
- Materials Manual
- Drainage Manual
- Structures Manual
- Survey Manual
- Economic Evaluation Manual
- Environmental Manual
- RA design standards

Should discrepancies occur between the Terms of Reference and the standards, procedures and guidelines referred to above, the matter shall be referred to the RA for a ruling. The Consultant is also advised to obtain latest legislation from relevant bodies/Ministries to complement the above mentioned manuals.
3.1.2 Traffic data collection and analysis

The consultant shall carryout the traffic counts (both light & heavy) at the project site over 12 hours for at least 2 days and do a detailed analysis. The analysis shall determine the characteristics of the traffic on TR1/9 including the following:

- Traffic composition and types of vehicles;
- Vehicle occupancy;
- Traffic volumes by categories of vehicles;
- Historical growth of traffic for the different vehicle categories;
- Forecast of future traffic (20 years) by vehicles categories;
- Heavy vehicles loading and extent of overloading by type of heavy vehicles;

3.1.3 Accidents investigations

The consultant shall undertake the accident investigations for the purpose of determining the number, severity, causes and impacts of accidents that have occurred at the 10-Miles-Pass in particular in the last 10 years or more. The investigations shall determine but not limited to the following:

3.1.4 Traffic speed survey

The consultant shall undertake a survey to determine the speed of different categories of vehicles at the 10-Miles-Pass. Vehicle speeds should be recorded anonymously and randomly at suitable locations with the view to determine the speeds for both directions of the traffic as follows:

- Approach speeds at the 10-Miles-Pass by vehicle types
- Upward climbing speeds by vehicle types
- Downward speeds by vehicle types

The consultant may also exploit relevant available data on vehicle speed from Traffic Police and other sources.

The consultant shall include details on the methodology, equipment and duration of the traffic speed survey in the technical proposal. The survey shall be priced separately in the Financial Proposal.
3.1.5 Speed modelling

The consultant shall undertake a detailed assessment of the pass with traffic modelling using state of the art software to determine the speed profiles of the different vehicle categories. The assessment is meant to determine speed reductions of more importantly heavy vehicles based on which proposals of the most cost-effective measures of improving the safety of motorists can be made. The different measures shall be accompanied by cost estimates. Consideration of different alternatives like day-lighting by betterment of the alignment, widening of the shoulders or providing additional lanes to improve sight distances complemented by the appropriate road signage and road marking or provision of arrester beds could be considered. The merits and demerits of each proposal shall be considered in detail.

3.1.6 Development of possible safety upgrading measures

Based on the above, the consultant shall develop possible measures that could improve safety and traffic flow on Trunk Road 1/9 and specifically across the 10-Mile-Pass. Consideration will be given to measures on the road infrastructure together with other traffic management measures including but not limited to the following:

a) Road geometry and pavement:
   - Changes and improvements of the road horizontal alignment
   - Changes and improvements of the road vertical alignment
   - Changes and improvements of the road cross-section
   - Changes and improvements of the road pavement
   - Addition of passing lanes

b) Traffic management:
   - channelization and signalisation
   - construction of arrester beds for heavy vehicles
   - deviation and/or limitations for certain types of heavy vehicles

3.1.7 Survey and Mapping

Survey and mapping tasks required for this Study correspond to that of the Preliminary Design Stage in terms of the Procedures Manual. The provisions of the Survey Manual, where relevant, shall be adhered to but the Consultant is expected to define in his proposal the survey limits, methods, accuracy and output. The purpose is to provide adequate basis for the preliminary
design of road safety upgrading measures on the pass and its approaches, impacts upon land and properties and costs estimates to an accuracy of ±20%.

### 3.1.8 Preliminary design and cost estimates

For all road safety measures considered, the consultant shall prepare a preliminary designs in line with the relevant RA manuals and standards and estimate the cost of implementing the said measures. Cost estimates shall be accurate within plus or minus 20% and distinguish the following:

- Consulting services for detailed design and contract supervision
- Compensation to be paid to affected parties, if any
- Taxes and duties including VAT
- Main items of construction works
- Contingencies

The Study shall evaluate the timeframe required for implementing the measures and assess the impact thereof on the project costs including inflation.

### 3.1.9 Economic Analysis

The economic analysis shall be performed in compliance with the requirements of the Economic Evaluation Manual, taking into account current international best practices.

The main purpose of the economic analysis will be to provide a cost benefit comparison of the proposed road safety measures. It is anticipated that the main benefits will be the reduction in the number and severity of road accidents leading to savings in road user costs for TR1/9. Improved traffic flow would also generate savings in vehicle operating costs and travel time costs. The Consultant shall seek approval of the RA on the options to be considered in comparison to the “do nothing” base option.

The cost benefit analysis shall be based on quantifiable costs including construction and maintenance costs, vehicle operating costs, travel time costs, accidents costs and any other quantifiable cost. The consultant may supplement the economic analysis with considerations on non-quantifiable benefits.

### 3.1.10 Implementation plan

On the basis of the results of the economic analysis and considerations pertaining to expected
impacts on road safety, the consultant shall recommend road safety upgrading measures for implementation in the short, medium and long term and their financial implications. The consultant shall seek approval of the RA on the prioritisation criteria for the three planning timeframes. The RA may decide to involve other stakeholders in the discussions.

The scope of consulting services at project-level is further detailed in Sections 3 (where applicable), 4, 5, 6, 7 and 8 of the RA Procedures Manual.

3.1.11 Capacity Building

The Consultant shall train, insofar as the exigencies of the Project allow, up to two RA engineers and/or technicians at any one time, which shall be assigned to the Project as counterparts to the Consultant's staff. Such counterparts are to work with the Consultant's key personnel as full members of the Project team. The main thrust of the training programme shall be for the trainees to gain experience and further their knowledge in especially traffic surveys, traffic and forecasting, traffic modelling, accidents investigations and road safety measures.

Part 4. Personnel Requirements

4.1 Study Team

The consultant shall propose a study team with sufficient qualifications and experience to complete successfully all aspects of the assignment. Professionals with the following expertise are expected to contribute to the Study:

4.1.1 Team Leader

The Consultant will designate a Team Leader who shall assume the overall responsibility of the Study and be mandated to represent the Consultant in his relations with the Roads Authority regarding the Project. The Team leader should have extensive experience in conducting and coordinating studies of this nature. He/She shall be a graduate with a Bachelor’s Degree in Civil Engineering. Post graduate qualifications in the transport sector and knowledge of the Namibian roads sub-sector will be an added advantage. He/She should have at least 15 years post graduate experience of which at least 10 years shall be in areas related to this assignment. He/She should have completed at least two similar projects in the past and demonstrated experience in coordinating assignments of this nature. Fluency in written and spoken English is mandatory.
4.1.2 Transport Economist
Should have good knowledge of the economy of Namibia and of the Namibian road sector in particular. The transport economist should have extensive experience in the application of economic analysis models including the HDM4. He/She shall be a graduate in Transport Economics or equivalent. Post graduate qualifications in a related field will be an advantage. He/She should at least have 10 years post graduate experience of which at least 5 years shall be in areas related to this assignment. The candidate shall demonstrate having completed at least two projects of a similar nature. Fluency in written and spoken English is mandatory.

4.1.3 Engineer – Traffic and Safety
Should have experience in the design and implementation of traffic surveys, the analysis of traffic and accident data and road safety audits. He/She shall be a graduate with a Bachelor’s Degree in Civil Engineering or equivalent with at least five (5) years of post-graduate experience.

4.1.4 Engineer – Geometric Design
Should have extensive experience in the geometric design of roads specifically in mountainous terrains and generally in rural environments in Namibia and elsewhere. He/She shall be a graduate with a Bachelor’s Degree in Civil Engineering or equivalent with at least five (5) years of post-graduate experience. An Engineer should also have an experience in the road construction materials.

4.1.6 Additional Experts
The consultant is free to add other experts and backup staff to those suggested above as required to ensure a well-balanced technically competent team capable of completing the work in the timeframe provided. The additional experts however will not be taken into account in the technical evaluation.

Part 5. Reports, Documents and Time schedule

5.1 Reports and Documents

5.1.1 General Provisions
All reports required to be submitted in terms of the manuals and these TOR shall be prepared
in English and on metric size paper. Reports and drawings shall be submitted also in original electronic format in software versions to be agreed upon with the RA.

Printed and electronic versions must be submitted to the designated Project Control Engineer (PCE) at the RA offices.

5.1.2 Inception Report

After having reviewed all the relevant information, the Consultant shall prepare an Inception Report to present any Project-related issues identified and resultant proposals for the performance of the Consultant’s services.

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

Printed version: 3 copies to the RA.

Electronic version: by email attachment

5.1.3 Draft Study Report

The draft study report shall cover all components of the study and shall include the preliminary design. All drawings shall conform to the provisions of the RA Manuals.

All details, calculations, data, minutes of meetings, etc. shall be provided. A copy of the HDM4 workspace shall be submitted together with the printed outputs.

Draft Study Report Printed version: 3 copies to the RA.

Draft Study Report electronic version and HDM4 workspace: 1 CD/USB to RA,

5.1.4 Final Study Report

The Final Report shall include all comments and amendments required by the Authority on the draft study report.

The printed format and colours shall be agreed upon with the RA. For the electronic format of the final report, the Consultant shall provide both the original version (WORD, EXCEL, AUTOCAD, HDM4, etc) and the PDF versions.

Final Study Report Printed version: 3 copies to the RA.
Final Study Report electronic version including HDM4 workspace: 1 CD/USB to RA.

5.2 Time Schedule

The Consultant shall commence the Study within 7 calendar days following the letter of appointment. The proposed contract term is 10 months. The Implementation Time Schedule below shall be used as a guideline and the Consultant may propose a different time schedule but make due allowance for time required by the RA to assess and approve documents submitted by the Consultant, before subsequent tasks can be commenced with.

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<thead>
<tr>
<th>Sequence</th>
<th>Activity</th>
<th>Target Date</th>
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<tbody>
<tr>
<td>a</td>
<td>Appointment of Consultant</td>
<td>M</td>
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<td>b</td>
<td>Commencement of Work by Consultant</td>
<td>M+1</td>
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<tr>
<td>c</td>
<td>Inception Report</td>
<td>M+2</td>
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<tr>
<td>d</td>
<td>Start-up meeting – discussions on Inception Report</td>
<td>M+2½</td>
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<td>e</td>
<td>Draft Study Report</td>
<td>M+5</td>
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<td>f</td>
<td>Comments on Draft Study Report</td>
<td>M+7</td>
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<td>g</td>
<td>Final Study Report</td>
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Part 6: Modal of payment of fees

The payment of fees shall be in accordance with the payment schedule approved by the Authority.
Annexure - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

   (a) Technical Proposals

      (i) Curriculum Vitae of Consultant (Form F-2).

      (ii) An outline of recent experience on assignments/ projects of similar nature
            executed during the last five years (Form F-3).

      (iii) Any comments or suggestions of the Consultant on the Terms of Reference
            (TOR).

      (iv) A description of the manner in which the Consultant would plan to execute the
            work.

      (v) The Consultant's comments, if any, on the data, services and facilities to be
            provided by the Public body indicated in the Terms of Reference (TOR).

   (b) Financial Proposals

2. The financial proposals should be given in the form of summary of Contract estimate
   (Form F- 4)

3. The proposals shall be submitted in one original and 3 copies.
Contract Negotiations

1. The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and reporting schedule.

2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Review of reports

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.
BID SUBMISSION FORM

From: __________________________  To: __________________________

Hiring of Consultancy Services for Road Safety Investigation Study
for the Upgrading of 10 Miles Pass near Tsumeb on TR 1/9

I/We ____________________________ herewith enclose Technical and Financial Proposals for selection as Consultant for the Roads Authority.

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: ________________

Full name: ________________

Address: ________________
FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant:__________________________________________
Profession:__________________________________________________
Date of Birth:________________________________________________
Nationality:_________________________________________________
Membership in Professional bodies:______________________________

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

Date:_________________________________ Day/Month/Year

[Signature of Consultant]

Full name of Consultant:______________________________________
ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

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

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Name of assignment</th>
<th>Name of Project</th>
<th>Owner or Sponsoring agency</th>
<th>Cost of Project</th>
<th>Date of Commencement</th>
<th>Date of Completion</th>
<th>Was assignment satisfactorily completed</th>
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Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)
**FORM F-4**

**Cost Estimate of Services**

**Remuneration:**

<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Monthly Rate (in currency)</th>
<th>Working Months</th>
<th>Total Cost (in currency)</th>
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Sub-Total (Remuneration)

**Out-of-Pocket Expenses:**

(a) **Per Diem**:

<table>
<thead>
<tr>
<th>Room charge</th>
<th>Subsistence</th>
<th>Total</th>
<th>Days</th>
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(b) **Air fare**

(c) **Lump Sum Miscellaneous Expenses**:

Sub-Total (Out-of-Pocket)

Contingency Charges:

**Total Estimate:**

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1. Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified.
2. Reimbursable at cost with supporting documents/receipts unless otherwise specified.
3. Per Diem is fixed per calendar day and need not be supported by receipts.
4. To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, porterage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.
Annexure 3

CONTRACT No.________

CONSULTANCY SERVICE CONTRACT

BETWEEN

ROADS AUTHORITY

AND

[INSERT CONSULTANT NAME]
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THIS SERVICE CONTRACT entered into this [date], between the [insert public entity name] [hereinafter called the "Public Entity"] and [insert consultants name] (hereinafter called the “Consultant”).

WITNESS THAT:

WHEREAS the Public Entity has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Consultant represents and affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

2.1 The Consultant shall commence the Services on [date] upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.

2.2 The Services shall be for [insert no of days/months/years], beginning on the date of commencement of the Services, and ending not later than [insert completion date].
ARTICLE III
DUTIES OF THE CONSULTANT

3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity.

3.2 The Consultant shall:

(a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;

(b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.

3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.

3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.

3.5 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.

3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.
ARTICLE IV
PAYMENT FOR THE SERVICES

4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").

4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.

5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.

5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:
(a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
(b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.
ARTICLE VII
LIABILITY OF THE CONSULTANT

7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.

7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII
FORCE MAJEURE

8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.

8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.

8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.
ARTICLE IX
TERMINATION OF CONTRACT

9.1 The Public Entity may, upon giving not less than [insert no. of days] days’ notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.

9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than [insert no. of days] days of such termination.

9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.

9.4 The parties hereto may by mutual agreement terminate this Contract.

9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.

10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.
ARTICLE XI
MODIFICATION OR AMENDMENT

11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.

11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII
EFFECTIVE DATE

12.1 The present Contract shall enter into force on the date of its signature by both parties.

12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.

13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE PUBLIC ENTITY
Postal Address : _______________________
Physical Address : _______________________
Facsimile : __________________________
FOR THE CONSULTANT
Postal Address : ______________________
Physical Address : ______________________
Facsimile : ______________________

ARTICLE XIV

(i) Governing Law

14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of the Republic of Namibia.

IN WITNESS WHEREOF the parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English on the date first above written.

Date: ________________
FOR THE PUBLIC ENTITY

Date: ________________
FOR THE CONSULTANT
Date: ……………………………

Procurement Ref No.: SC/RFP/RA-02/2020

To: Roads Authority, Windhoek

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

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

(a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;

(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;

(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or

(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

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

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

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

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

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

Dated on ____________ day of __________________, _______
[insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]
*delete if not applicable / appropriate
Republic Of Namibia
Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:..................................................................................
Registration Number :..................................................................................
Vat Number: .................................................................................................
Industry/Sector: ............................................................................................
Place of Business:..........................................................................................
Physical Address:..........................................................................................
Tell No.:........................................................................................................
Fax No.:.........................................................................................................
Email Address:...............................................................................................
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 relation to the goods and services being procured under this contract