

**ASSOCIATION OF SOUTHERN AFRICAN  
NATIONAL ROADS AGENCIES  
(ASANRA)**



**RESEARCH AND DEVELOPMENT COMMITTEE**

**PROJECT ID No: ASANRA/SC.5/5.6/07**

**GUIDELINES FOR THE USE OF IN SITU RECYCLING FOR  
UPGRADING AND REHABILITATION OF ROADS**

**REQUEST FOR PROPOSALS**

**January 2007**

**The Association Of Southern African  
National Roads Agencies  
Private Bag B346  
Lilongwe 3  
Malawi**



Association of Southern African National Road Agencies  
(ASANRA)  
Post Office Box 754  
Lilongwe, Malawi  
Tel +265 1 750 088  
Fax +265 1 750 088

---

Dear Sir,

**SUB: REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR PROVISION OF CONSULTANCY SERVICES FOR THE PRODUCTION OF GUIDELINES FOR THE IN SITU RECYCLING FOR THE UPGRADING AND REHABILITATION OF ROADS**

- 1 The **Association of Southern African National Roads Agency (ASANRA)** represented by the ASANRA Secretariat, acting on behalf of the Standing Committee on Research and Development invites you to submit a technical and financial proposal for provision of consultancy services to **Prepare Guidelines for the In Situ Recycling for Upgrading and the Rehabilitation of Roads**

More details are provided in the Terms of Reference.

3. The Request for Proposal (RFP) has been addressed to the following short-listed Consultants: - (N/A)
4. A firm will be selected under *Technical Quality with Price Considerations (TQPC)* and procedures described in this RFP, in accordance with the ASANRA Procurement Procedures.
5. The RFP includes the following documents:
  - **SECTION 1:** This LOI
  - **SECTION 2:** The instructions to Consultants (including DATA SHEET)
  - **SECTION 3:** Technical Proposal - Standard Forms
  - **SECTION 4:** Financial Proposal - Standard Forms
  - **SECTION 5:** Terms of Reference (TOR)
  - **SECTION 6:** Memorandum of Anti Bribery
  - **SECTION 7:** Standard Forms of Contract
6. Please inform us in writing at the following address:

The Association of Southern African National Road Agencies (ASANRA),  
Post office Box 754  
Lilongwe 3,  
**MALAWI.**

- (a) That you received the Letter of Invitation; and
- (b) Whether you will be submitting a proposal alone or in association.

Yours Sincerely,

**Nazir Ali**  
**PRESIDENT**  
**Association of Southern African National Roads Agencies**

## **SECTION 2: INSTRUCTIONS TO CONSULTANTS**

**SECTION 2: INSTRUCTIONS TO CONSULTANTS****1. INTRODUCTION.**

- 1.1 The Client named in the **Data Sheet** will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet** and detailed in the edition of the Guidelines indicated in the **Data Sheet**.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the **Data Sheet**. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The Client will provide the inputs specified in the **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 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 The Association of Southern African National Road Agencies (ASANRA)'s policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own cooperate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

- (a) A firm, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
- (b) Consultants or any of their affiliates shall not be hired for any assignment, which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in paragraph 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the **Data Sheet** and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with the client may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the ASANRA's policy to require that procuring entities (including beneficiaries of ASANRA's funds, which is public funds), as well as consultants under ASANRA-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the ASANRA:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a ASANRA official in the selection process or in contract execution and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation;

and

(ii) “**Fraudulent practice**” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the client, and includes collusive practices among consultants (*prior to or after submission of proposals*) designed to establish technical proposals and prices at artificial, non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will cancel the portion of the funds allocated to the firm’s contract if at any time determines that corrupt or fraudulent practices were engaged in by representatives of the procuring entity or of a beneficiary of the ASANRA funds during the selection process or the execution of that contract, without the procuring entity having taken timely and appropriate action satisfactory to the ASANRA to remedy the situation;
- (d) ASANRA’s if it at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, ASANRA -financed contract will declare a firm ineligible, for a period of ten years to be awarded ASANRA - financed contract in SADC member states;
- (e) will have the right to require that, in contracts financed by ASANRA funds, a provision be included requiring consultants to permit the ASANRA to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the ASANRA’s Board of Directors; and
- (f) Reserve the right, where a firm or consultant has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a firm or consultant is ineligible, for a period of ten years to be awarded an ASANRA – financed contract in the SADC member states.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the ASANRA or any SADC member state in accordance with the above sub paragraph 1.8(d) and paragraph 1.8(f). In addition, Consultants shall furnish, as part of their Proposals a

statement as provided for under Section 6 of this Request for Proposals. Proposals, which do not conform, to the requirements under Section 6 shall not be considered.

- 1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.
- 1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the **Data Sheet**.
- 1.12 All proposals submitted shall include a document, dated less than **90 days**, previously drawn up in accordance with the consultant's national law or practice, certifying that none of the situations specified/referred to under paragraph 1.13 below does not apply to such consultant(s).
- 1.13 Natural persons, companies or firms shall not be eligible for the award of contract, where:
  - (a) They are corrupt,
  - (b) Payments to them have been suspended in accordance with the judgement of a court other than a judgement declaring bankruptcy and resulting, in accordance with their national laws, in the total or partial loss of the right to administer and dispose of their property.
  - (c) Legal proceedings have been instituted against them involving an order suspending payments and which may result in accordance with their national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of their property.
  - (d) They have been convicted, by a final decision of any crime or offence with respect to their professional conduct.
  - (e) They are guilty of serious misrepresentation with regard to information required for participation in an invitation to submit proposals.
  - (f) They are in breach of contract on another contract with ASANRA or any other public authority in the SADCC member states.
  - (g) They have been declared ineligible due to corrupt or fraudulent practices.





## **2. CLARIFICATIONS 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 **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the **Data Sheet**. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

## **3. PREPARATION OF PROPOSAL**

- 3.1 Consultants are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the **Data Sheet**

### **TECHNICAL PROPOSAL**

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the **Data Sheet**. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. Foreign consultants are required to seek the participation of local consultants by

entering into a joint venture or association with, or subcontracting part of the assignment to national consultants.

- (ii.) If a firm intends to subcontract any specialized elements of the assignment to specialist sub-consultants, such elements and the proposed sub-consultants shall be clearly identified and the experiences and capacity of sub-consultants shall be described in the Technical Proposal.
- (iii.) If the association is a sub-consultancy, the sub-consultancy shall not exceed 25% of the contract value, otherwise the association shall be considered to be a joint venture and the requirements of a joint venture shall prevail.
- (iv.) Each firm shall submit only one proposal, either individually or as a partner in an association. **A firm, which submits or participates in more than one proposal in one particular procurement, will cause all the proposals with the firm's participation to be disqualified.**
- (v.) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the **Data Sheet**. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.
- (vi.) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (vii.) Proposed professional staff must, at a minimum, have the experience indicated in the **Data Sheet**, preferably working under conditions similar to those prevailing in the country of the assignment.
- (viii.) Alternative professional staff shall not be proposed and only one curriculum vitae (CV) may be submitted for each position.
- (ix.) Reports to be issued by the Consultants as part of this assignment must be in the language(s) specified in the **Data Sheet**.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 3**).

- (i.) A brief description of the firm's organisation and an outline of recent experience on assignments (Section 3B) of similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- (ii.) Any comments or suggestions on the Terms of Reference and on the data, list of services, and facilities to be provided by the Client (Section 3C).
- (iii.) A description of the methodology and work plan for performing the assignment (Section 3D) illustrated with bar charts of activities and graphics
- (iv.) The list of the proposed staff team speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v.) CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

**If any of the CVs are not signed by the proposed key staff and the authorized representative, the Proposal shall be considered to be substantially non-responsive.**

- (vi.) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

A detailed description of the proposed methodology, staffing, and monitoring of training, if the **Data Sheet** specifies training as a major component of the assignment.

- (vii.) Information requested under paragraph 1.12 and 1.13 of this Request for Proposals.
- (viii.) Any additional information requested in the Data Sheet.

- 3.5 The Technical Proposal shall not include any finance information. If the Technical Proposal contains any finance information, it will be considered to be substantially non responsive and will not be evaluated in detail.

#### **FINANCIAL PROPOSAL**

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). Lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training if it is a major component of the assignment. If appropriate these costs should be broken down by activity
- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicant law, on the consultants, the sub consultants, and their personnel unless the **Data Sheet** specifies otherwise.
- 3.8 Consultants may express the price of their services in United States Dollar.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.10 The **Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professionals proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals the consultants who do not agree have the right not to extend the validity of their proposals.

#### **4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal. If the proposal is not accompanied by a written power of attorney of the authorized representative, it will be considered to be substantially non-responsive and will be rejected.
- 4.3 For each proposal, the Consultants shall prepare the number of copies indicated in the **Data Sheet**. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and copies of the proposal, the original governs.
- 4.4 The original and copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" and the original and all copies of the Financial Proposal in a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and a warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE TENDER EVALUATION COMMITTEE**"
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the **Data Sheet**. Any proposal received after closing time for submission of proposals shall be rejected and returned unopened.
- 4.6 After the deadline for submission of proposals, the appropriate evaluation committee shall open the Technical Proposals immediately. The Financial Proposal shall remain sealed and deposited with the secretary of the Tender Evaluation Committee until all submitted financial proposals are opened publicly.

## 5. PROPOSAL EVALUATION

### General

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the **Data Sheet**. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposal until the technical evaluation, including any tender Evaluation committee, Standing committee or donor agency reviews and issuance of "**no objection**" letter is concluded.

### Evaluation of Technical Proposals

- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the **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 Terms of Reference or if it does not contain the power of attorney of the authorized representative or if it does not contain properly signed CVs as per paragraph 3.4(v) of this Request for Proposal or if it does not contain the information requested under paragraph 1.12, paragraph 1.13 and Section 6 of this Request of Proposal or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 5.4 In the case of Quality Based Selection, Selection Based on Consultants Qualifications and Single Source Selection, the highest ranked firm or firm selected on a single source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in paragraph 1.2 and the **Data Sheet**.

**PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS: RANKING (TQPC), FIXED BUDGET, AND LEAST COST SELECTION METHODS ONLY)**

- 5.5 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening of the Financial Proposal. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have priced all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the **Data Sheet**. The official selling rates used, provided by the source indicated in the **Data Sheet**, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated as per paragraph 3.7.
- 5.8 In case of QCBS, the lowest Financial Proposal ( $F_m$ ) will be given financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Proposal;  $F$  = the weight given to the Financial Proposal;  $T + F = 1$ ) indicated in the **Data Sheet**:  $S = S_t \times T\% + S_f \times F\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.



- 5.9 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget will be rejected. In the case of the Least- Cost Selection, the Client will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.

## **6. NEGOTIATIONS**

- 6.1 Negotiations will be held at the address indicated in the **Data Sheet**. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the firm's tax liability and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the firm will provide consultants with the information remuneration rates described in the Appendix to this information.
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff; the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations Client will require assurances that the experts 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 substitutions unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

## **7. AWARD OF CONTRACT**

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (paragraph 5.3).

7.2 The firm is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## **8. CONFIDENTIALITY**

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

**Section 2: Information to Consultants****DATA SHEET**

<b>Clause Reference</b>		
1.1	The name of the Client is: The Association of Southern African National Road Agencies (ASANRA).	
	The method of selection is: <b><u>Technical Quality with Price Considerations (TOPC)</u></b> The guidelines are in accordance with the ASANRA Procurement Guidelines.	
	Technical and Financial Proposals are requested:..	<b>Yes</b>
1.2	A Technical Proposal only is requested:	<b>No</b>
	The name of the Assignment is: <b>CONSULTANCY SERVICES FOR PRODUCING GUIDELINES FOR USE IN - SITU RECYCLING FOR THE UPGRADING AND REHABILITATION OF ROADS</b>	
1.3	The assignment is phased:	<b>NO</b>
1.4	A pre-proposal conference will be held at the <b>ASANRA Secretariat</b> Conference Room starting:	<b>NO</b>
	The name, address, and telephone numbers of the Client's official is: Association of Southern African National Road Agencies (ASANRA) 2 <sup>nd</sup> Floor, Pagat House, Off Chilambula Road, Post Office Box 754 Lilongwe 3, <b>MALAWI</b> Telephone: +265 1 759 828/750 088 Facsimile: +265 1 750 088 E – Mail: <a href="mailto:smmadi@asanra.com">smmadi@asanra.com</a>  Mr. Nazir Alli President Association of Southern African National Road Agencies (ASANRA) C/o SANRAL P. O. Box 415 Hatfield Pretoria 0001 SOUTH AFRICA E – Mail: <a href="mailto:alli@nra.co.za">alli@nra.co.za</a>	

	<p>Mr Phillip Hendricks  Chairman of the Standing Committee on Research and Development  Divisional Director  CSIR TRANSPORTEK  Meiring Naude Street, Pretoria  P.O Box 395, Pretoria  South Africa  Tel: +27 12 841 2717  Facsimile: +27 12 841 13012  E-mail: <a href="mailto:phendric@csir.co.za">phendric@csir.co.za</a></p>	
1.5	<p>The Client will provide the following inputs:</p> <ul style="list-style-type: none"> <li>(a) Assist in obtaining all data and information as may be necessary or appropriate for effective implementation of the services.</li> <li>(b) Assist in facilitating clearance through customs of any property required for the Services and of the personal effects of the personnel and their eligible dependants and assist for the necessary entry and exit visas, resident permits, and any other documents required for their stay in member states as per prevailing rules and procedures.</li> <li>(c) Assist in applying for work permits and such other documents as shall be necessary to enable Consultants, Sub consultants or Personnel to perform the services.</li> <li>(d) Services and facilities as described in item 6.0 of the Terms of Reference</li> </ul>	
<b>Clause Reference:</b>		
<b>1.7.2</b>	The Client envisages the need for continuity for downstream work:	<b>NO</b>
<b>1.11</b>	The clauses on fraud and corruption in the Contract are: <b>2.6.1 (d)</b> of Conditions of Contract.	
<b>2.1</b>	<p>Clarifications may be requested <b>14</b> days before the submission date.  The address for requesting clarifications is:</p> <p>The President  Association of Southern African National Road Agencies (ASANRA)  2<sup>nd</sup> Floor, Pagat House,</p>	

	<p>Off Chilambula Road, Post Office Box 754 Lilongwe 3, MALAWI Telephone: +265 1 750 088 and +265 1 759 828 Facsimile: +265 1 750 088 E – Mail: <a href="mailto:smmadi@asanra.com">smmadi@asanra.com</a></p> <p><b>Attention The Programmes Officer; Mr Snowden M'madi</b></p>	
<b>3.1</b>	Proposals should be submitted in <b>English language</b>	
<b>3.3</b>	<p>(i) Short-listed firm/entity may associate with other short-listed firm: <b>No</b></p> <p>(ii) The minimum required experience of proposed professional staff is as per the <b>Terms of Reference</b></p>	
<b>3.4</b>	Training is a specific component of this assignment:	<b>NO</b>
<b>3.7</b>	<p><b>TAXES:</b></p> <p>The price quoted shall include all taxes payable by Consultants. However, the project may be exempted from other taxes payable by the SADC/ASANRA in member states in line with the SADC protocol. For further information and guidance on the other taxes liabilities, please consult the respective Revenue Authorities in the SADC member states:</p>	
<b>3.8</b>	<p>Consultants shall express the prices of their services in <b>United States Currency, which is in United States Dollar:</b> In all cases, the financial proposals of the consultants shall be deemed to be inclusive of currency/currencies transaction costs.</p>	
<b>3.10</b>	Proposals must remain valid for <b>90</b> days after the submission date.	

4.3	Consultants must submit the <b>original</b> and <b>3 (three)</b> copies of each proposal.	
4.4	<p>The proposal submission address is:</p> <p><b>The Secretariat</b>  <b>Association of Southern African National Road Agencies (ASANRA)</b>  <b>2<sup>nd</sup> Floor, Pagat House,</b>  <b>Off Chilambula Road,</b>  <b>Post office Box 754</b>  <b>Lilongwe 3,</b>  <b>MALAWI</b></p> <p><b>Telephone: +265 1 750 088 and +265 1 759 828</b>  <b>Facsimile: +265 1 750 088</b>  E – Mail: <a href="mailto:smmadi@asanra.com">smmadi@asanra.com</a></p> <p>Information of the outer envelope should also include</p> <p><b>“TECHNICAL / FINANCIAL PROPOSAL FOR THE PRODUCTION OF GUIDELINES FOR THE USE OF IN SITU RECYCLING FOR THE UPGRADING AND REHABILITATION OF ROADS</b></p>	
4.4	Proposals must be submitted no later than the following date and time: 14.00 hours local time on <b>28<sup>th</sup> March 2007</b>	
5.1	<p>The address to send information to the Client is:</p> <p>The President  Association of Southern African National Road Agencies (ASANRA)  2nd Floor, Pagat House,  Off Chilambula Road,  Post Office Box 754  Lilongwe 3,  MALAWI</p> <p>Telephone: +265 1 759 828 and +265 1 750 028  Facsimile: +265 1 750 088  E – Mail: <a href="mailto:smmadi@asanra.com">smmadi@asanra.com</a></p> <p><b><u>Attn: The Programmes Officer (Mr. Snowden M'madi)</u></b></p>	

<b>5.1</b>	<p>The number of points to be given under each of the evaluation criteria are:</p> <ul style="list-style-type: none"> <li>(i) <b>Specific experience of the Consultants related to the assignment</b><sup>1</sup> <b>10</b></li> <li>(ii) <b>Related Experience</b> <b>10</b></li> <li>(iii) Adequacy of Proposed work plan and methodology in responding to the terms of reference <b>30</b> <ul style="list-style-type: none"> <li>▪ Understanding of the ToR</li> <li>▪ Quality of Methodology</li> <li>▪ Quality of the Workplan, Organisation</li> <li>▪ Chart and Staff Schedule</li> </ul> </li> <li>(iv) Qualifications and Competence of Key Staff for the assignment <b>50</b> <ul style="list-style-type: none"> <li>▪ General Qualification <b>10</b></li> <li>▪ Adequacy for this Project <b>30</b></li> <li>▪ Experience in SADC <b>10</b></li> </ul> </li> </ul>	<b>Points</b>
	The minimum technical score required to pass: <b>75%</b>	
<b>5.7</b>	<p>The formula for determining the financial scores is the following:</p> <p><math>[Sf = 100 \times Fm/F]</math>, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration].</p>	
<b>5.8</b>	<p>The weights given to the technical and Financial Proposals are:</p> <p><b>T = [0.8], and</b></p> <p><b>F = [0.2],</b></p> <p><b>Where T = the weighting given to the Technical Proposal and F is the Weighting given to the Financial Proposal.</b></p>	

**6.1** The address for negotiations is:

<sup>1</sup> 1 Point per assignment of similar nature

Association of Southern African National Road Agencies (ASANRA)  
3<sup>rd</sup> Floor, Pagat House,  
Off Chilambula Road,  
Post Office Box 754  
Lilongwe 3,  
MALAWI  
Telephone: +265 1 750 088 and +265 1 759 828  
Facsimile: +265 1 750 088  
E – Mail: [asanra@sdpn.org.mw](mailto:asanra@sdpn.org.mw)

**Attn: The Programmes Officer (Mr. Snowden M'madi)**

7.2 The assignment is expected to commence on the following tentative schedule: -

- Commencement Date: **30<sup>th</sup> June 2007**



**SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS**

### **SECTION 3: STANDARD FORMS FOR SUBMISSION OF TECHNICAL PROPOSAL**

- 3A.** Technical Proposal submission form.
- 3B.** Firm's references.
- 3C.** Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provide by the Client.
- 3D.** Description of the methodology and work plan for performing the assignment.
- 3E.** Team composition and task assignments.
- 3F.** Format of curriculum vitae (CV) for proposed professional staff.
- 3G.** Time schedule for professional personnel.
- 3H.** Activity (work) schedule.

**3A. TECHNICAL PROPOSAL SUBMISSION FORM.**

[Location, Date]

**To:**

Association of Southern African National Road Agencies (ASANRA)  
2<sup>nd</sup> Floor, Pagat House,  
Off Chilambula Road,  
Post Office Box 754  
Lilongwe 3,  
**MALAWI**

**Subject: CONSULTANCY SERVICES FOR THE ESTABLISHMENT OF GUIDELINES FOR THE USE OF IN SITU RECYCLING FOR THE UPGRADING AND REHABILITATION OF ROADS**

I/We the undersigned, offer, to provide the consulting services for Establishing of Guidelines for the use of in situ recycling for the upgrading and rehabilitation of roads in accordance with your Request for Proposal dated \_\_\_\_\_ and our proposal. We are hereby submitting our proposal, which includes technical proposal and financial proposal sealed under a separate envelope.

Our firm, its affiliates or subsidiaries, including any sub consultants for any part of the contract has not been declared in eligible by the Governments of SADC under member state’s laws or official regulations.

If negotiations are held during the period of validity of the proposal that is within 90 days, or before the date indicated in paragraph reference 3.10 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 the contract negotiations.

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

We remain,

Yours Sincerely,

Authorized Signature: \_\_\_\_\_

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

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

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

**3B. FIRM'S REFERENCES.**

**RELEVANT SERVICES CARRIED OUT IN THE LAST TEN YEARS WHICH BEST ILLUSTRATE EXPERIENCE**

Using the format below or similar, provide information on each reference for which your firm, either individually as a corporate entity or as one of the partners within a joint venture, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff Provided by Your Firm/Entity (profiles)
Name of Client:		No. Of Staff:
Address:		No. of Staff – Months; Duration of Assignment:
Start Date (Mont/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$)
Name of Associated Consultants, If Any:		No of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative description of Project:		
Description of actual services provided by your Staff:		

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

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

**(a) ON THE TERMS OF REFERENCE:**

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activities you consider necessary 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 THE DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT:**

[Comment here on the data, services and facilities to be provided by the Client according to Paragraph Reference 1.5 of the Data Sheet including administrative support, office space, local transport, equipment data etc]

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

**3E. TEAM COMPOSITION AND TASK ASSIGNMENTS**

<b>1.0 Technical/Managerial Staff</b>		
<b>Name</b>	<b>Position</b>	<b>Task</b>

<b>2 Support Staff</b>		
<b>Name</b>	<b>Position</b>	<b>Task</b>



**3F. FORMAT OF CURRICULU VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

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

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, 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 by staff member 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 client references, where appropriate. Use about two pages.]*

---

**Certification:**

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

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

Full name of staff member: \_\_\_\_\_

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

---

**3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/ Activities Duration	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized representative)

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

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

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

### 3H. ACTIVITY (WORK) SCHEDULE

#### A. FIELD INVESTIGATION AND STUDY ITEMS

<b>B. [1ST, 2ND, ETC. ARE MONTHS FROM THE START OF ASSIGNMENT.]</b>											
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>
(Work)											

#### B. COMPLETION AND SUBMISSION OF REPORTS

<b>REPORTS</b>	<b>DATE</b>
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Final Report	
4. Final Report	

**SECTION 4: STANDARD FORMATS / FORMS FOR SUBMITTING  
THE FINANCIAL PROPOSAL**

**FORMAT OF SUBMISSION LETTER OF FINANCIAL PROPOSAL**

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

**To:** The Association of Southern African National Road Agencies (ASANRA)  
2<sup>nd</sup> Floor, Pagat House,  
Off Chilambula Road,  
Post Office Box 754  
Lilongwe 3,  
**MALAWI**

**Subject:** **CONSULTANCY SERVICES FOR ESTABLISHING OF GUIDELINES FOR THE IN SITU RECYCLING FOR THE UPGRADING AND REHABILITATION OF ROADS.**

I/We, the undersigned, offer to provide the referred services in accordance with your Request for Proposal dated ..... and our proposal (technical and financial). Our attached financial proposal is for the sum of (amount in words and figures). This amount is inclusive of local taxes, which we have estimated at (Amount in words and figures).

Our financial proposal shall be binding upon us subject to the modifications resulting from the contract negotiations up to expiry of the validity period of this proposal and as stipulated in your RFP.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address Of Agents	Amount and Currency	Purpose of Commission or Gratuity
-----	-----	-----
-----	-----	-----
-----	-----	-----

We understand you are not bound to accept our Proposal.

Yours Sincerely,

Signature:-----  
(Authorized Representative)

Full Name:-----

Designation:-----

Name of Consultant / Firm: -----

Address: -----

## **4.2: STANDARD FORMS FOR SUBMISSION OF FINANCIAL PROPOSAL**

### 4.2.1 Breakdown of Summary Price

#### 4.2.1.1 Consolidated Summary for Remuneration in Respect of Basic Services

#### 4.2.1.2 Per Diem

#### 4.2.1.3 Miscellaneous Expenses

**4.2.1 BREAKDOWN OF SUMMARY PRICE**

<b>Price Component</b>	<b>Currency</b>	<b>Amount (US \$.)</b>
Remuneration for Basic Services	US \$.	
(a) Out of Pocket Expenses	US \$.	
(b) Miscellaneous Expenses	US \$.	
<b>Sub-Total</b>	<b>US \$.</b>	

**4.2.1.1 CONSOLIDATED SUMMARY FOR REMUNERATION IN RESPECT OF BASIC SERVICES**

<b>Name</b>	<b>Position</b>	<b>Staff Weeks</b>	<b>Man</b>	<b>Weekly Rate (US \$.)</b>	<b>Total Amount (US \$.)</b>
<b>Sub-total</b>					

**4.2.1.2 PER DIEM**

Name	Position	Days	Rate (US \$.)	Amount (US \$.)
<b>Sub-total</b>				



#### 4.2.1.3 MISCELLANEOUS EXPENSES

S/No.	Nomenclature	Unit	Qty	Unit Price (US \$.)	Total Amount (US \$.)
1.	Reports:				
	1.1 Inception Report	Copy	8		
	1.2 Interim Report	Copy	8		
	1.3 Draft Final Report	Copy	8/8		
	1.4 Final Report	Copy	16		
2.	Office Accommodation	Sum			
3.	Miscellaneous Disks and Documents	Sum		Sum	
4.	Communication	Sum		Sum	
5.	Vehicle Hire	Veh-Days			
6	Air/ Bus tickets (Reimbursable)	Trip			
7.	Insurances (Reimbursable)	Sum		Sum	
<b>TOTAL</b>					

**SECTION 5 TERMS OF REFERENCE**



**Association of Southern African National Roads  
Agencies (ASANRA).**

**GUIDELINES FOR THE USE OF IN SITU RECYCLING FOR THE  
UPGRADING AND REHABILITATION OF ROADS**

**Draft Terms of Reference:**

January 2007

**ISSUED BY:  
ASANRA SECRETARIAT  
P.O. BOX  
Malawi**



## **BACKGROUND.**

The Association of Southern African National Roads Agencies (ASANRA) was established in March 2001 in line with the SADC Protocol on Transport, Communication and Meteorology. ASANRA was established with the aim of enhancing regional policy coordination and road transport integration in order to improve intra regional road transport efficiency and lower transport costs.

Membership of ASANRA is composed of representatives of National Roads Agencies, Educational institutions, industry, the private sector and other interested parties. The organisation is governed by a board that consists of the Chief Executive officer from each member road agency, plus ex officio representatives from each regional road transport association established in line with the SADC protocol. The management of ASANRA's operations has been delegated to an executive committee including the Executive Director whose responsibilities include management of the day-to-day operations of the organisation and coordination of work programmes through six standing committees appointed by the board.

ASANRA's Vision is defined as:

*To create a harmonised, safe, efficient and sustainable world class transport system at reasonable cost.*

The Mission Statement as:

*To support and develop an integrated transportation system, meeting national and regional goals and objectives.*

Six Technical programmes have been identified by ASANRA to address issues critical to the performance of the region's road network. They have been aligned with the sub Saharan African Transport Policy Programme. A Standing Committee manages each of the programmes. This study will fall under the remit of Programme SC.5.1 Research and Development. The Programmes are: -

- Road Network Management and Financing;
- Construction and maintenance;
- Materials design and Standards;
- Road Safety
- Research and Development
- Regional technology transfer

## **OBJECTIVE OF THE REQUIRED SERVICES**

The objective of the required services is to develop a guideline for the use of in situ recycling for the upgrading and rehabilitation of roads in the region.

In situ recycling (also termed Deep in Situ Recycling (DISR)) has over the last number of years become a preferred option for the upgrading and rehabilitation of roads internationally. The process requires a specific understanding of the methodologies included in the evaluation, design and construction of suitable projects. It is therefore essential that a service provider be fully conversant with the specific requirements included in the process, to ensure a quality product. In this regard the following aspects of the process are essential to ensure a quality product:

- Selection criteria for suitable projects;
- Mix design;
- Structural design, and
- Construction aspects.

Further information regarding the level of detail required on each of these aspects are provided in the Scope of services.

## **SCOPE OF SERVICES**

The scope of services required for this project is as follows:

- Collection of best practice (internationally) regarding the in situ recycling for upgrading and rehabilitation of roads;
- Evaluation of available information to identify the most appropriate information for the southern African situation (taking into account materials, construction processes, environmental and traffic conditions);
- Drafting of an inception version of the guidelines for comment by ASANRA and appropriate parties;
- Drafting of final version of the guidelines, based on available information as well as comments received on inception report;
- Supply of master copy of the final guidelines to ASANRA in both electronic and hard copy format;
- Availability to present guidelines at selected locations in the region after acceptance of the guidelines by ASANRA (this aspect will be finalised once the guidelines have been accepted, only a time rate should be provided in the tender).

In the guidelines it is expected that the service provider cover at least the following aspects under each of the relevant headings of the guideline:

- **Selection criteria for suitable projects:**
  - Project selection based on location, climate, type and quality of

- existing pavement and materials, geometry of existing road, design life of rehabilitated road, availability of appropriate plant, etc;
  - Risk assessment in terms of design, construction and performance risks;
  - Description of the recycling process;
  - Environmental effects;
  - Traffic impacts of construction process;
  - Economic evaluation of recycling.
- **Mix design:**
  - Considerations for mix design including aggregate selection, binder (bituminous, cement, lime, etc) selection, fluid considerations, mixing techniques, compaction, curing, moisture susceptibility, durability, material variability, appropriate surfacings, etc;
  - Mix design procedure including philosophy, constituents, sample preparation, curing, mechanical testing, etc;
  - Selection criteria for approved design.
- **Structural design:**
  - Pavement behaviour including description of general behaviour and recycled pavement specific aspects;
  - Structural pavement design including sound design principles, characterisation of support, pavement selection, design procedure, traffic levels etc.
- **Construction aspects:**
  - Basic requirements for construction including quality of recycled material, properties of recycled material, material variability, etc;
  - Pre-construction aspects including planning for recycling, equipment selection, logistical planning, trial sections, etc;
  - Construction aspects including mixing process, moisture / fluid contents, placing and compaction, surfacing, etc;
  - Quality control aspects including thickness, quality of recycled material, application of stabilisers, quality of mixing, compaction quality, level and surface shape control, etc;
  - Traffic aspects including time between construction and first traffic on recycled road, specific requirements for curing time and or maintenance of the finished road, etc.

- **Documentation:**
  - Aspects specific to recycling for tender and project documentation.
- **Laboratory test methods**
  - Provision of all standard test method documentation with reference to standards;
  - Description of non-standard laboratory test methods.

## REPORTING

The Consultant shall prepare and submit the following reports. All reports shall be in English, prepared on metric size paper (A4):

Inception Report: This report submitted electronically and eight (8) soft copies on CD in PDF format shall give a brief description of staff deployment, methodology employed in undertaking the assignment, programmes of works of all major activities, summary of initial findings, problems, and details of works to be executed and such comments deemed necessary. A provisional layout of the proposed guidelines will be included, with an indication of the typical information that will be covered under each heading. The consultant will be required to present this report to a panel of Stakeholders comprising ASANRA's Secretariat and Standing Committee on Research and Development (SC. 5) sixty (60) days after the effective date. Comments may be requested from industry specialists on this inception report. Such comments will be provided to the Consultant within 60 days of receiving the inception report and need to be responded to in subsequent reports.

Interim Reports: These reports in eight (8) soft copies on CD ROMs in PDF Format shall be submitted by the Consultant at bi-monthly intervals after the submission of the Inception Report and shall detail all work performed during the reporting period, problems encountered and proposed solutions thereof.

Draft Final Report and Documentation: These reports submitted in 8 hard copies and 8 soft copies on CD ROMs in PDF format at the end of the 9<sup>th</sup> month of commencement shall provide the first draft of the guidelines, and shall contain all supporting materials. The consultant will be required to present this report at a stakeholders' workshop.

Final Report: This report submitted in 10 hard copies and 6 soft copies on CD ROMs in PDF format and 1 CD in MS Word at the end of the 12<sup>th</sup> month of the assignment shall constitute the final set of guidelines, which incorporate all revisions, deemed necessary arising from comments received from the draft final reports and translated documents and stakeholders' workshop.



## **DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**

### **(a) To be provided by the Client**

- (i) ASANRA will name a liaison officer through whom all requests for information, guidance and assistance should be addressed. All reasonable assistance will be provided, including liaison with road agencies concerned with this particular project, and access to any relevant information;
- (ii) The stakeholders' workshop will be organised and hosted by ASANRA.

### **(b) To be provided by the Consultant**

- (i) The Consultants shall be responsible for arranging all necessary office, and living accommodation, transport, equipment and supplies
- (ii) The consultant shall be responsible for the printing of all reports, drawings, etc
- (iii) All reports and documents relevant to the Programme SC.5, computer programs and electronic data, etc. shall become the property of ASANRA. The Consultant shall provide the originals of maps, plans and all drawings with final documents.
- (iv) A stakeholders' workshop will be organised by ASANRA and the Consultant will be required to attend the workshop, present the draft guidelines and collect comments from identified stakeholders.

## **DURATION OF ENGAGEMENT**

The study is expected to be undertaken over a 12-month period. The Consultant shall commence provision of services within 30 calendar days of the effective date of the contract. The effective date shall be the date of signature of the consultancy contract agreement and the contract shall be completed within twelve calendar months (12) from the date of the commencement of services. The following tentative time schedule shall be observed in carrying out the study.

<b>Activity</b>	<b>Month</b>	<b>Responsibility</b>
(I) Effective date of Contract	M	ASANRA
(II) Commencement of Services	M+1	Consultant
(iii) Inception Report	M+2	Consultant
(iv) Comments on Inception Report	M+4	ASANRA
(iv) Draft Final Report	M+9	Consultant
(v) Stakeholders Workshop	M+10	Consultant
(vii) Comment and approval by the Client	M+11	ASANRA
(viii) Final Report	M+12	Consultant

## **CONSULTANCY INPUT**

The Consultant shall provide a team of experts headed by an experienced team leader to perform the Assignment. The Consultant is free to organise his resources as he wishes. Some indications are given below of the minimum qualifications and experience, which are likely to be required by the Consultant's professional staff.

### **Team Leader**

Registered professional pavement engineer with at least 10 years experience in road upgrading and rehabilitation, of which at least 5 years with recycling (including DISR experience). At least a post-graduate degree in pavement engineering. The team leader will be responsible to ensure that all the tasks for the assignment be completed within the required scope and budget and time frame. All correspondence will be conducted through the team leader.

### **Materials/Pavement/Maintenance Engineer**

The Materials/Pavement/Maintenance Engineer shall be a registered Civil Engineer. He/she must have not less than 10 years of cumulative experience related to pavement rehabilitation, materials testing, soils investigation and pavement designs and management with a focus on upgrading and rehabilitation. He/she will assist the Team Leader to ensure that the study is carried out as laid out in the Terms of Reference.

## **UNIT RATES FOR CONSULTANTS**

The Consultant should structure their financial proposal on the following assumptions.

### **Remuneration**

The rates quoted for each member of the consultant's staff shall be inclusive of personal remuneration costs necessary to provide the described services. This proposed rate should be fixed rate inclusive of the following:

- All remuneration accruing to the employee;
- All benefits such as insurances, pension, leaves, bonuses, or any other payments to be made to the employee;
- Communication costs, including, mobile phone, international communications, fax, and e-mail;
- The Consultant's fee or profit.

## **Reimbursable inputs**

### **In-Country Expenses**

The Daily rate quoted by the consultants for staff whilst working out of the head office shall be fixed rate broken down as follows:

- All local accommodation costs, including hotel or rental;
- Any required supplements such as living allowances, food and incidentals;
- All local transport cost;
- All reasonable costs for the attendance of the stakeholder's workshop (the cost for organising and hosting the workshop will be covered separately by ASANRA).

### **Regional Travel Expenses**

The consultant shall propose a fixed average rate per return trip flight for international and regional travel, which will establish the ceiling price under this item. Flights will be reimbursed at actual cost.

The fees will remain fixed for the whole of the Contract duration.

No other payments will be made to the Consultant under this contract.

30% of total fees upon acceptance by ASANRA of the Inception Report

50% of total fees upon presentation of the draft Final Reports and Documentation

20% of total fees upon approval of ASANRA of due final reports and documents

Approved reimbursable based on presentation of invoices (at least monthly).

## **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

All Documents produced by the consultant shall remain the property of ASANRA and the consultant reserve no rights to reproduce, sell or own whole or part of the materials entrusted to him/her under these services.

The commercial sensitivity and confidentiality of the information collected during the study must be respected at all times. The Consultant shall obtain the written permission of the Executive Director of ASANRA before making any data available to third parties.

## **GENERAL**

The services shall be carried out in accordance with generally accepted principles and standards of professional practice. The Consultant scope of work is understood to cover all activities necessary to accomplish the stated objective of the service, while adhering to the aforementioned principles and practices, whether or not a specified activity is cited in this ToR.

The Consultant will work under the supervision of the Chairperson of ASANRA Standing Committee SC 5 or their designate.

The Consultant will appoint a Team Leader who will be responsible for the overall

implementation and coordination of the consultancy, and through whom official communications may pass.

## **SUPERVISION**

The Standing committee on Research and Development in collaboration with the Programmes Officer at the Secretariat shall supervise the project.

**SECTION 6 - GENERAL CONDITIONS OF CONTRACT**

**I. FORM OF CONTRACT FORCONSULTANTS' SERVICES  
(LUMP - SUM)**

**FOR ESTABLISHING GUIDELINES FOR THE USE OF IN SITU RECYCLING FOR THE  
UPGRADING AND REHABILIAATION OF ROADS**

**Between**

**THE ASSOCIATION OF SOUTHERN AFRICAN NATIONAL ROADS AGENCIES  
(ASANRA)**

**And**

M/s \_\_\_\_\_

Contract No. \_\_\_\_\_

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

The Agreement signed and executed as of the \_\_\_\_\_ between the Association of Southern African National Road Agencies (ASANRA)

And

(Name of Company)  
(Type of entity) organized under the laws of (state of country)

WHEREAS, the Association of Southern African National Road Agencies (Hereinafter “ASANRA”) interviewed, considered, and discussed the experience, capabilities and available staff of potential contractors to provide (professional /technical) services on the Establishment of Guidelines for the use of in situ recycling for the upgrading and rehabilitation of roads (hereinafter “Project”), the tender committee for ASANRA has selected (Name of Company) (hereinafter “Contractor”) to provide services for the project.

**WHEREAS**

- (a) The Client has requested the Consultants to provide certain consulting services as defined in the Terms of Reference attached to this Contract (hereinafter called the “Services”);
- (b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Client through its member subscription has generated funds towards the cost of the assignment, and intends to apply a portion of the proceeds of this fund to eligible payments under this Contract, it being understood (i) that payments by the ASANRA will not cover the cost of preparing the proposal, negotiating the contract including a visit in to the Client, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the funds, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the funds or have any claim to the fund proceeds;

**NOW THEREFORE**, ASANRA and the Contractor agree as follows:

- 1. The following documents attached and any addenda 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 the Services (ToR)
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants 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 Consultants in accordance with the provisions of the Contract.

**IN WITNESS WHEREOF**, the Parties hereunder set their hands as of the day and date first above set out.

**For and on behalf of the**

**In the presence of:**

**Association of Southern African National Road Agencies (ASANRA)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title: President  
 Association of Southern African National Roads Agencies (ASANRA)  
 2<sup>nd</sup> Floor, Pagat House  
 Off Chilambula Road  
 Post office Box 754  
 Lilongwe 3  
**MALAWI**

Occupation \_\_\_\_\_

**For and on behalf of the Consultants**

**In the presence of:**

Signature.....

Signature.....

Name.....

Name.....

Title:.....

Occupation.....

Company Seal Address.....



## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. General Provisions**

#### **1.1 DEFINITIONS**

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

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 SADC member states, as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of services, in accordance with Clause 6;
- (d) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (e) “Foreign Currency” means any currency other than the currency of the SADC member states;
- (f) “GC” means these General Conditions of Contract;
- (g) “Government” means the Government of any SADC member State;
- (h) “Local Currency” means the currency of the host Secretariat, Government;
- (i) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;
- (j) “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- (k) “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the

performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the SADC region; “Local Personnel” means such persons who at the time of being so hired had their domicile inside the SADC region; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a);

- (l) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (m) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- (n) “Sub-consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7;
- (o) “Third Party” means any person or entity other than the Client, the Consultants or a Sub-consultant.
- (p) “Counterpart” means the Client’s professional staff attached and assigned to the Consultants for training through the day to day exposure to the duties and works of the Consultants’ specialists as listed in **Appendix F**.

- 1.2 LAW GOVERNING THE CONTRACT** This Contract, it’s meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 LANGUAGE** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 NOTICES** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.
- 1.5 LOCATION** The Services shall be performed at such locations as are specified in **Appendix A** and, where the location of a particular task is not so specified, at such locations, whether in the SADC region or elsewhere, as the Client may approve.

- 1.6 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 Consultants may be taken or executed by the officials specified in the SC.
- 1.7 TAXES AND DUTIES** Unless otherwise specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

**2.1 EFFECTIVENESS OF CONTRACT** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.

**2.2 COMMENCEMENT OF SERVICES** The Consultants shall begin carrying out the Services thirty- (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

**2.3 EXPIRATION OF CONTRACT** This agreement shall continue until expiry date as specified in the SC or until such time as the prime contract is terminated or expires, whichever is earlier pursuant to Clause 2.6, This contract may sooner terminated by either party hereto upon any material failure of other party to perform any of the covenants, obligations, or agreements contained in this contract, with such default having remained uncured for a period of thirty days from the date on which the notice of such default, setting forth the nature and character of default ,shall have been received by the defaulting party , and such defaulting party shall not have notified the non defaulting party that it has commenced the cure of such default; Provided, however, that (i) in no event may such curative period exceed thirty days in duration and (ii) notwithstanding anything to the contrary , in the event that either party shall have failed to pay when due any amount owed hereunder, then the party which has failed to make such payments shall have only one day from the date when such payment was due to cure such default

**2.4 MODIFICATION** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the

Association, as the case may be, has been obtained.

**2.5 FORCE  
MAJEURE**

**2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God. Strike, Lockouts, accidents or other events beyond the control of the other.

**2.5.2 No breach of  
contract**

The failure of a Party to fulfil any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of  
Time**

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.

**2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 TERMINATION

### 2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution and includes inter alia, bribery and extortion or coercion which involve threats of injury to person property or reputation, and.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.6.2 By the**

#### **Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or

if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.
- (b) If the contractor fails to complete the services and submit all the deliverables by the (specified date of deadline), 25% (twenty five percent) of the fees will be forfeited on (specified date), and 25% (twenty five percent) every week past the dead line.

If at any time ASANRA is not satisfied with the

contractor's performance, the Contractor will be immediately notified and all fees paid to the areas of dissatisfaction will be refunded to ASANRA or areas of dissatisfaction remedied to ASANRA's satisfaction, at ASANRA's option

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 GENERAL**

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers 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.

#### **3.2 CONFLICT OF INTERESTS**

##### **3.2.1 CONSULTANTS NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

##### **3.2.2 CONSULTANTS AND AFFILIATES NOT TO BE OTHERWISE INTERESTED IN**

Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub consultant and any of its affiliates, shall be

**PROJECT** disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 PROHIBITION OF CONFLICTING ACTIVITIES**

Neither the Consultants nor their Sub consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the SADC region which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

**3.3 CONFIDENTIALITY**

The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

***It is understood and agreed that on all Reports, Progress reports, interim reports, and other documents produced under this contract will indicate that the work was conducted under funding provided by ASANRA.***

**3.4 INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS**

The Consultants (a) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (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 coverage, as shall be specified in the SC; and (b) 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 have been paid.



**3.5 CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL** The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
  - (b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub consultants"), and
  - (c) any other action that may be specified in the SC.
- The Consultants shall submit to the Client the reports and documents specified in Appendix B in the forms, the numbers, and within the periods set forth in the said Appendix

**3.6 REPORTING OBLIGATIONS**

**3.7 DOCUMENTS PREPARED BY THE CONSULTANTS TO BE PROPERTY OF THE CLIENT**

All plans, drawings, Specifications, designs, and other documents and software submitted by the Consultants in accordance with Clause 3.6 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 and software to the Client together with a detailed inventory thereof. The Consultants may retain a copy of such document and software. Restrictions and about the future use of these documents, if any, shall be specified in the SC.

***The Consultant shall not assign, transfer, pledge or make other dispositions of this agreement without first obtaining the written consent of ASANRA, and any attempt at an assignment, transfer, pledge, or other disposition without such consent shall be void.***

The Consultant agrees that it will carefully; strictly, and specifically comply with each and every provision of this agreement that relates to confidential or proprietary information. Further, the work products, including, but not limited to

findings, observations, recommendations, system designs, source and object code(s), and procedures shall be deemed important, confidential. The Consultant or any other employees will not at any time, either directly or indirectly, communicate to any other person, firm, corporation, or public entity in any manner whatsoever, any such confidential or proprietary information, data or documents gathered, prepared, seen, or generated during the Project, except as expressly permitted in writing by ASANRA. The understanding is without regard to whether or not any or all of the data and information arising from the performance of this agreement are important and material.

To the extent that, in connection with the performance of the project, the Consultant comes into possession of any proprietary or confidential information of ASANRA, the contractor shall (i) Protect the confidentiality of any such information, trade secrets, and work papers and (ii) not permit except as otherwise required by a final judicial order, any third party to obtain access to such information, trade secrets, and work papers for the purpose of the performance of the project or otherwise only as expressly permitted in writing by ASANRA.

Each employee of the Contractor shall execute a written statement, prior to commencing work on the project, agreeing to abide by this Agreement as it pertains to confidential and proprietary material.

#### **4. CONSULTANTS' PERSONNEL**

**4.1 DESCRIPTION OF PERSONNEL** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

Contractor staff should demonstrate the professional competence required to their tasks. They should further demonstrate the initiative and ability to innovate, which is required to overcome unforeseen obstacles in situations, which may not respond to technical competence alone. The quality of submitted reports and other documents will be judged on substantive content, accuracy of information and clarity of all presentations

**4.2 REMOVAL AND/OR** (a) Key personnel may not be changed without ASANRA

**REPLACEMENT OF PERSONNEL**

approval If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.

- (b) ASANRA may require the Contractor to remove and replace any member of staff If the ASANRA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. OBLIGATIONS OF THE CLIENT**

**5.1 ASSISTANCE AND EXEMPTIONS**

The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

**5.2 CHANGE IN THE APPLICABLE LAW**

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 of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

**5.3 SERVICES AND FACILITIES**

The Client shall make available to the Consultants the Services and Facilities listed under Appendix F.

**6. Payments to the Consultants**

- 6.1 LUMP-SUM REMUNERATION** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 CONTRACT PRICE** (a) The price payable in foreign currency is set forth in the SC.  
(b) The price payable in local currency is set forth in the SC.
- 6.3 PAYMENT FOR ADDITIONAL SERVICES** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
- 6.4 TERMS AND CONDITIONS OF PAYMENT** The contractor will be responsible for financing its activities until such a time as funds or reimbursement are available
- ASANRA will compensate the Contractor for services rendered under agreement in accordance with payment schedule stated in the SC.
- Payment will be made within 30 days based upon fees and expenses incurred, and the fixed Price Cost and Maximum Reimbursable Cost. Receipts must be provided for all expenses.
- The Contractor will submit its detailed invoices to ASANRA President in a format acceptable to ASANRA. Invoices will be reviewed and accepted by ASANRA
- ASANRA will make payments to the contractor as promptly as possible, but in no event later than forty-five (days) from approval by ASANRA.
- 6.5 INTEREST ON** If the Client has delayed payments beyond fifteen (15) days after

**DELAYED  
PAYMENTS**

the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

**7. SETTLEMENT OF DISPUTES**

**7.1 AMICABLE  
SETTLEMENT**

The Parties shall attempt in an amicable manner to adjust and settle any disagreements, which may arise between under in connection with this contract. In the event that any dispute cannot be resolved by negotiations, any claim, controversy, or dispute concerning questions of facts or law arising out or relating to this contract, its performance, or alleged breach, which is not disposed of by agreement, shall be decided by authorised representatives of ASANRA, who shall render a good faith decision on the issue in dispute and reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of ASANRA shall be final and conclusive unless within thirty- (30) days of receipt of such copy the contractor initiates a written demand for arbitration to ASANRA Board of Directors. The decision by the ASANRA board of directors shall be final, binding, and conclusive upon the parties.

**7.2 DISPUTE  
SETTLEMENT**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty- (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Should arbitration occur between the two parties relating to the provision of this agreement, arbitration expenses, witness fess, and Contractors representation fess, shall be paid by the Contractors

**SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

1.3 The language is **English**.

1.4 The addresses are:

Client: The Association of Southern African  
National Roads Agencies (ASANRA)  
2<sup>nd</sup> Floor, Pagat House,  
Off Chilambula Road,  
Post Office Box 754  
Lilongwe 3,  
**MALAWI**  
Telephone: +265 1 750 088 and +265 1 759 828  
Facsimile: +265 1 750 088  
E – Mail: [asanra@sdp.org.mw](mailto:asanra@sdp.org.mw)

Consultants: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E - Mail: \_\_\_\_\_

The Authorized Representatives are:

For the Client: The President

**ASANRA**  
2<sup>nd</sup> Floor, Pagat House,  
Off Chilambula Road,  
Post office Box 754  
Lilongwe 3,  
**MALAWI**  
Telephone: +265 1 750 088 and +265 1 759 828  
Facsimile: +265 1 750 088  
E – Mail: [smmadi@asanra.com](mailto:smmadi@asanra.com)

Attention: **Programme Officer (Mr. Snowden. M'madi)**

For the Consultants:\_\_\_

1.7 The project is not exempted from taxes duties, fees, and other impositions as may be levied under the Applicable Law payable by the Consultants, Sub consultants, and their Personnel.

- 2.1 The effective date is **the date of signing the Contract**
- 2.2 The date for the commencement of Services is **30 days after signing the contract**
- 2.3 The period shall be **Six (4) calendar months.**
- 3.4 The risks and coverage shall be:
- (a) Third Party liability insurance, with a minimum coverage of **US\$. 15,000** as the case may be; for damages to persons.
  - (b) Professional liability insurance, with a minimum coverage of **Equal to the Value of Contract.**
  - (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub consultant, 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; and
  - (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, in an amount equal to their full replacement value.
- 3.7 "The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client."
- 5.1 The Client will provide the following: -
- (a) Assist in obtaining all data and information as may be necessary or appropriate for effective implementation of the services from member state road agencies, SADC Offices and agents.
  - (b) Assist in facilitating clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependants and assist for the necessary entry and exit



visas, resident permits, and any other documents required for their stay in member states as per prevailing rules and procedures.

- (c) Assist in applying for work permits and such other documents as shall be necessary to enable Consultants, Sub consultants or Personnel to perform the Services.
- (d) Services and facilities as described in item 6.0 of the Terms of Reference.

**6.2(a)** The amount in foreign currency is the amount in US\$ inclusive of currency/currencies transactions costs. *[Insert amount]*.

**6.2(b)** The amount payable in local currency {*N/A*}.

**6.4** The accounts are:

For foreign currency: *[insert account number]*

For local currency: *[N/A]*

Payments shall be made according to the following schedule:

- Twenty (20) percent of the lump sum Contract Price net of Provisional Sum (PS) shall be paid within 30 days after signing of the contract and upon a written request and subject to the submission of acceptable bank guarantee for the same. The bank guarantee shall be in an amount(s) and United States Dollars of the advance payments.
- The bank guarantee shall be released upon submission and acceptance of the draft Final Report.
- The fees will remain fixed for the whole Contract duration
- Twenty (20) percent of the lump-sum amount shall be paid upon submission of the inception report and presentation of the same to the Client.
- Thirty (30) percent of the lump-sum amount shall be paid upon submission of an acceptable draft final report
- The balance due to Consultants shall be paid upon approval of

the final report.

**6.5** Payment shall be made within **30** days of receipt of the invoice and the relevant documents specified in SC Clause 6.4, and within **60** days in the case of the final payment.

The interest rate is **the leading interest rate of the Consultants' Bank for the respective currency on the due date.**

**7.2 Dispute Settlement**

Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of 1998 Edition or latest published by the National Construction Council, Tanzania Arbitration Rules.

**SECTION 7: MEMORUNDUM OF ANTI – BRIBERY POLICY**

**MEMORUNDUM OF ANTI - BRIBERY COMMITMENT**

**ASSOCIATION OF SOUTHERN AFRICAN NATIONAL ROAD AGENCIES  
(ASANRA)**

This company. ....(*Name of Company*)  
places importance on competitive tendering taking place on basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer, their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and Compliance Programme which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub-contractors and suppliers.

Copies of our Anti – Bribery Policy/Code of Conduct and Compliance Programme are attached.

Name of the Chief Executive Officer of Firm

Signature.....Date.....

**APPENDICES**

## **APPENDIX A —DESCRIPTION OF THE SERVICES**

The descriptions of the services are as provided in detail in the Terms of Reference (TOR)

## APPENDIX B—REPORTING REQUIREMENTS

The Consultants shall prepare in English and submit all reports specified in the TOR. Reports shall be presented on A4 sized paper (except where specified otherwise) in spiral or superior binding. All reports shall be submitted as initial draft version, which shall be finalised to accommodate client's comments.

- (i) **Inception Report:** This report submitted electronically and eight (8) soft copies on CD in PDF format shall give a brief description of staff deployment, methodology employed in undertaking the assignment, programmes of works of all major activities, summary of initial findings, problems, and details of works to be executed and such comments deemed necessary. The consultant will be required to present this report to panel of Stakeholders comprising of ASANRA's Secretariat and Standing Committee SC.5.
- (ii) **Interim Reports:** These reports in eight (8) soft copies on CD ROMs in PDF Format shall be submitted by the Consultant monthly intervals after the submission of the Inception Report and shall detail all work performed during the reporting period, problems encountered and proposed solutions thereof.
- (iii) **Draft Final Report:** These reports submitted in eight (8) hard copies and eight (8) soft copies on CD ROMs in PDF format at the end of the 3<sup>rd</sup> Month of commencement shall summarise the outputs in terms of findings, analyses' results, and recommendations, and shall contain all supporting materials. The consultant will be required to present this report to stakeholders' workshop.
- (iv) **Final Report:** This report submitted in ten (10) hard copies and six (6) soft copies on CD ROMs in PDF format at the end of 4<sup>th</sup> month of the assignment shall constitute fully populated website database, which incorporate all revisions, deemed necessary arising from comments received from the draft final reports at the stakeholders' workshop.

The Consultant shall commence the services within **30 calendar days** of the effective date of the Contact. The effective date shall be the date of signature of Consultancy Contract agreement and completed within six calendar months (6) from the date of effective commencement of services.

The following tentative time schedule shall be observed in carrying out the study.

<b>Activity</b>	<b>Month</b>	<b>Responsibility</b>
i) Effective date of Contract	M	ASANRA
ii) Commencement of Services	M+1	Consultant
iii) Inception Report	M+2	Consultant
iv) Draft Final Report (Stakeholders workshop)	M+3	Consultant
v) Final Report	M+4	Consultants



## **APPENDIX C—KEY PERSONNEL AND SUBCONSULTANTS**

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the SADC region, and staff-months for each.*
  - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the SADC region.*
  - C-3 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*
  - C-4 Same information as C-1 for Key local Personnel.*

## **APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

Note: List here the elements of cost used to arrive at the breakdown of lump-sum price foreign currency portion:

- (1) Monthly rates for Personnel (Key Personnel and other Personnel).
- (2) Reimbursables expenses.

This appendix will exclusively be used for determining remuneration for additional services.

## **APPENDIX E – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

The following services and facilities shall be made available to the Consultant by the ASANRA

- (a) assist in obtaining all data and information as may be necessary or appropriate for effective implementation of the services from member state road agencies, SADC Offices and agents.
- (b) assist in facilitating clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependants and assist for the necessary entry and exit visas, resident permits, and any other documents required for their stay in member states as per prevailing rules and procedures.
- (c) assist in applying for work permits and such other documents as shall be necessary to enable Consultants, Sub consultants or Personnel to perform the Services.
- (d) Services and facilities as described in item 6.0 of the Terms of Reference.

**APPENDIX F – FORM OF ADVANCE PAYMENTS GUARANTEE**

*Note: See Clause GC 6.4 and Clause SC 6.4. The Client should insert here an acceptable form of a bank guarantee. An example is set forth below.*

**TO:** *[Name and Address of Client]*  
*[Name of Contract for Consultants’ Services]*

Gentlemen:

In accordance with the provisions of Clauses GC 6.4 and SC 6.4 of the above-mentioned Contract (hereinafter called “the Contract”), *[name and address of Consultants]* (hereinafter called “the Consultants”) shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.<sup>3</sup>

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Client]* receives full repayment of the same amount from the Consultants.

Yours truly,

\_\_\_\_\_  
Signature and Seal

\_\_\_\_\_  
Name of Bank/Financial Institution

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

<sup>3</sup> An amount is to be inserted by the bank or financial institution as specified in Clause SC 6.4.