



Republic of Namibia

**TRANS-KALAHARI RAILWAY  
PROJECT MANAGEMENT OFFICE**  
P.O. Box 2170  
Windhoek  
**NAMIBIA**



Republic of Botswana

**ADDENDUM NO.1**  
**TO**  
**REQUEST FOR PROPOSALS (RFP) for**  
**The Selection of a Consultant for the Development of a**  
**Comprehensive RFP Document for the Trans-Kalahari Railway**  
**Project**  
**RFP NO: TKR – PMO/SC/RFP-01/24 – 25**

Prospective bidders are hereby informed that the TKR-PMO has amended the scope of work for the ongoing tender for consultancy services to specify for undertaking a Feasibility Study, and thereafter, if required, provide advisory services for the procurement of a Developer for the Trans-Kalahari Railway Project by the successful consultant.

**Addendum No.1** contains Annexure 1 (Section 5: Terms of Reference (Item 3: Scope of Work)) and Annexure 2 (Section 2: Instructions to Consultant (Bidding Data Sheet and Summary Technical Evaluation Sheet)).

**Annexure 1** shall replace the Scope of Work on pages 66 - 72 of the bidding document.

**Annexure 2** shall replace the Bidding Data Sheet and Summary Technical Evaluation Sheet from pages 24– 38 of the bidding document, to align the evaluation criteria to the amended scope of work.

TKR-PMO is interested in Potential Bidders with demonstrated experience in delivering consultancy services of a similar nature and magnitude.

Potential Bidders are invited to provide responses to this request.

The Request for Proposal (RFP) bidding document and Addendum No.1 can be downloaded from the TKR-PMO website at [www.tkrpmo.com](http://www.tkrpmo.com)

Enquiries to the issuance of these documents must be forwarded to [procurement@tkrpmo.com](mailto:procurement@tkrpmo.com)

The **closing date** and time for this RFP is **26 July 2024 at 10:00 Hours (GMT+2)**.

Late submissions will be rejected.



**TRANS-KALAHARI RAILWAY  
PROJECT MANAGEMENT OFFICE**

P.O. Box 2170  
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Namibia



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**ADDENDUM NO.1 COVER LETTER**

**DATE:** June 10, 2024

**1. NOTICE TO PROSPECTIVE BIDDERS**

Prospective bidders are informed that the Trans-Kalahari Railway - Project Management Office (TKR-PMO) has amended the scope of work for the ongoing consultancy services RFP NO. TKR-PMO/SC/RFP-01/24-25 to provide for the Consultant to undertake the feasibility study, and thereafter, if required, provide advisory services for the procurement of a developer for the TKR-PMO. The addendum issued contains Annexure 1: Section 5: Terms of Reference (Item 3: Scope of Work) and Annexure 2: Section 2: Instructions to Consultants - (Bidding Data Sheet and Summary Technical Evaluation Sheet) with the following explanatory notes.

**a) Annexure 1: (Section 5: Terms of Reference (Item 3: Scope of Work))**

Annexure 1 shall replace the scope of work from pages 66 – 72 of the bidding document.

**b) Annexure 2: (Section 2: Instructions to Consultants (Bidding Data Sheet and Summary Technical Evaluation Sheet))**

Annexure 2 shall replace Bidding Data Sheet and Summary Technical Evaluation Sheet from pages 24 – 38 of the bidding document.

**2. Closing date of the bidding document**

In view of the revised scope of work and evaluation criteria the **closing date** for the tender has been extended to **July 26, 2024** to provide adequate time for the prospective bidders to consolidate and submit their bids.

Yours faithfully,

Willem Kazekondjo

**Procurement Manager**

**Trans-Kalahari Railway – Project Management Office**



Republic of Namibia

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Windhoek  
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Republic of Botswana

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## **TRANS-KALAHARI RAILWAY – PROJECT MANAGEMENT OFFICE (TKR-PMO)**

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**ADDENDUM NO.1**

**TO**

**THE REQUEST FOR PROPOSAL (RFP) NO: TKR-  
PMO/SC/RFP-01/24-25 FOR THE SELECTION OF A  
CONSULTANT FOR THE DEVELOPMENT OF A  
COMPREHENSIVE RFP DOCUMENT FOR THE TRANS-  
KALAHARI RAILWAY PROJECT**

**Terms of Reference for a Consultant:**

**TRANS-KALAHARI RAILWAY (TKR) PROJECT**

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## **Annexure 1 – SCOPE OF WORK**

### **1. INTRODUCTION**

The Trans-Kalahari Railway Project Management Office (TKR-PMO) is established in terms of a Bilateral Agreement between the Governments of the Republic of Namibia and Republic of Botswana (herein referred to as Member States) and is hosted in Windhoek, Namibia.

The mandate of the TKR-PMO is to execute the TKR Project on behalf of the Member States.

The Investment Model agreed by the Member States is that the Project will be developed through a Private Public Partnership modality based on a DBOOT contractual arrangement whereby the Developer;

1. Undertakes the financing, design, construction, operation and maintenance of the Project.
2. Owns the Project during the Concession Period.
3. Operates the Project over the Concession Period to recover its investment, operating and maintenance expenses for the Project under such tariff structure as may be agreed upon the Concession Agreement or the specific Project regulatory framework; and
4. Transfers the Project at the end of the Concession period to the Member States (through the Special Purpose Vehicle referred to as Jointly Owned Company (JOC)).

The Project means the evaluation, development, design, construction, financing, ownership, operation, repair, replacement, refurbishment, maintenance, and expansion of the Trans-Kalahari Railway Line, Coal Terminal and Associated Loading Facilities in Walvis Bay, *hereinafter referred to as the "Project."*

### **2. OBJECTIVE**

TKR-PMO wishes to explore the feasibility of implementing the Project as a Public-Private Partnership (PPP)

TKR-PMO therefore intends to procure the services of an experienced Consultant (Transaction Advisor). The purpose of these Terms of Reference is to set out the services required of a Consultant with, among others, financial, technical and legal expertise to assist TKR-PMO in the following:



- a) to undertake a comprehensive Feasibility Study for the Project; and
- b) if required thereafter, to provide advisory services for the procurement of a Developer for the Project.

### **3. SCOPE OF WORK**

The scope of work of the Consultant will involve an assessment of the feasibility of the Project, preparing tender documentation for competitive bidding, provision of advisory services prior to and throughout the bidding process (until financial close of the Project). As part of the scope of work, the Consultant will assist TKR-PMO in the selection of a suitable PPP private partner.

Where preparatory work has been conducted by TKR-PMO, it will be availed to the Consultant who will carry out technical, financial and legal due diligence on the same. The preparatory work to be provided is as follows;

- a) Pre-feasibility Study 2011
- b) Development Study 2016
- c) Diagnostic Scoping Study 2020

The scope of work is presented in these two parts – Feasibility Study and PPP Procurement.

#### **3.1. Feasibility Study**

The Consultant will produce a comprehensive Feasibility Study (including, but not limited to technical, financial, environmental and legal due diligence) for the whole life cycle of the Project to enable TKR-PMO to determine:

- a) Full project life costs;
- b) Affordability limits;
- c) Risks, risk allocation and mitigation measures;
- d) Contingent liabilities;
- e) Optimal value-for-money methods of delivery; and
- f) The optimal PPP option for the Project following an assessment of different and alternative PPP options.

With reference to Appendix 1 of these Terms of Reference, the Feasibility Study will include the following:

- a) Needs Analysis that will encompass a review of TKR-PMO strategic objectives, HR capability, needs assessment and scope of the Project in terms of output specifications.

- b) Solutions Options Analysis that will evaluate and assess each option for the development of the requisite infrastructure and services and recommend a preferred option.
- c) Project Due Diligence to bring out the legal aspects of the Project, regulatory matters, site enablement, environmental and socio-economic factors that would impact the Project.
- d) Carrying out a social and heritage due diligence and propose mitigation measures.
- e) Value Assessment in terms of the Public Sector Comparator (PSC) which includes all capital and operating costs as well as risks associated with the Project on a stand-alone basis using TKR-PMO procurement policies and a PPP reference model that reflects all of the costs and the risks associated with the private sector being the service provider. The PSC is to serve as a benchmark and evaluation tool and hence, must be robust and flexible enough to test various solution options.
- f) Comprehensive Risk Assessment outlining the retained and transferrable risks (risk matrix) on the basis of which a risk-adjusted PSC and PPP reference model will be determined.
- g) Economic Valuation presenting the macro-economic benefits of the Project.
- h) Procurement Plan recommending a road map for the procurement of the private party for the Project.
- i) An assessment of the capacity of TKR-PMO to procure, manage and monitor the Project, and recommendations for capacity building.

The Feasibility Study comprising all the above, must be compiled in a single report in Word format (with relevant annexures) and delivered as both electronic and ten (10) hard copy documents. All financial models must be in editable Microsoft Excel format and clearly setting out all assumptions made, sensitivity analysis carried out and model outputs. The Feasibility Study must include an executive summary and a Power Point presentation, and encapsulate all key features of the study.

Prior to finalising the needs analysis and solution options analysis, the Consultant will propose at least three (3) similar PPP projects that may be suitable for benchmarking and indicate the cost of such visits in the financial proposal, as a reimbursable expense. The Consultant will arrange benchmarking visits for the Clients Team and other stakeholders. The Clients Team will comprise of 16 members

In addition, the Consultant will conduct consultative workshops with relevant stakeholders to discuss policy issues, risk, project structure, commitments and other matters required as part of this scope of work.

### **3.2. PPP Procurement (if applicable)**

If TKR-PMO decides on a PPP procurement solution, subject to satisfactory performance of the Feasibility Study by the Consultant, the Consultant will work with TKR-PMO to manage the procurement process to secure a Developer. This will entail the following deliverables:

### 3.2.1. For Project Approvals

The Consultant will draft and compile documentation necessary for TKR-PMO to obtain approvals to enable the procurement process. The documentation will be consistent with the results of the Feasibility Study and must comply with the requirements of the TKR-PMO Policies, and the Governance Structures (e.g. as enshrined in the Bilateral Agreement).

### 3.2.2. Project Promotion

In order to ensure private sector participation in the Project, the Consultant will develop and support TKR-PMO in the implementation of a communication and marketing strategy for the Project. This will include public education and market sounding to determine the market appetite, gauge investor interest (both local and international) as well as facilitate overall public buy-in.

### 3.2.3. Bidding Process

The Consultant will provide all necessary administrative support to TKR-PMO for the efficient and professional management of the bidding process. This includes managing a data room, facilitating structured engagement between TKR-PMO, bidders and stakeholders and helping the TKR-PMO to communicate effectively with bidders.

### 3.2.4. Pre-qualification (Optional)

The Consultant must design and administer a pre-qualification process (Expression of Interest (EOI)), and prepare all the necessary EOI documentation, including advertising material, set up and administer the process by which TKR-PMO may pre-qualify the bidders and help evaluate and pre-qualify bidders.

### 3.2.5. Request for Proposal

The Consultant will prepare a Request for Proposal (RFP) document in accordance with best industry practice, which is consistent with the results of the Feasibility Study. The RFP is to clearly set out the output specifications, evaluation criteria, the draft Project agreements and payment mechanism, among others.

### 3.2.6. Bid Evaluation

The Consultant will assist TKR-PMO in the evaluation of bids. The Consultant will design a bid evaluation criteria that will ensure comparable bids, devise effective systems for communicating with bidders and inspiring market confidence. If appropriate, a system that allows for variant bids may be designed.

### 3.2.7. Bidder Due Diligence

The Consultant will support the Client's Team during the undertaking of a bidder due diligence to verify the legal, technical and financial information submitted by bidders at the bidding stage and confirm the validity and authenticity of the documents presented by bidders.

### 3.2.8. Value-for-Money Report

The results of the bidding and evaluation of bids will be presented in a single Value-for-Money Report that clearly demonstrates how value-for-money and risk transfer will be achieved with the preferred bidder within the affordability limits. The report will clearly motivate and indicate the preferred bidder and second-ranked bidder and confirm compliance with applicable legal requirements.

### 3.2.9. Contract Negotiations and Contract Management Plan

The Consultant will assist TKR-PMO in negotiations with the preferred bidder. This will involve preparing a suitable negotiation strategy for reaching agreement and developing timelines for completion. The Consultant will ensure that all agreements reached are incorporated into all the financial, commercial and legal Project documentation and the Consultant will assist with drafting the necessary and related correspondence.

The Consultant will, in close liaison with TKR-PMO, draft a comprehensive Contract Management Plan for the Project.

### 3.2.10. Training

The Consultant will train the Client's team in respect of PPP training, negotiations with the Developer and in managing the delivery of the services to ensure that the Developer delivers the Project in accordance with the Project agreements.

### 3.2.11. Close out Report and Case Study

The Consultant will assist TKR-PMO in all matters pertaining to signing of the final Project agreements and financial closure with the preferred bidder. Thereafter, the Consultant will compile and submit a comprehensive Close-Out Report and Case Study about the transaction.

## **4. Skills and Experience Required**

The Consultant will comprise a multi-disciplinary team of experts managed by a single Lead Consultant. The experts will have the skills and experience necessary to undertake the range of tasks set out in and required by these Terms of Reference.



Each individual on the team will be personally available to do the work as and when required to do so. The Lead Consultant will be held accountable, in terms of the contract, for ensuring delivery of deliverables, professional conduct and integrity of the team.

The list of experts provided hereunder is indicative and the Consultant is to include additional experts (such as Environmental Specialist; Economic Specialist, Procurement Specialist, Quantity Surveyor, Public Relations Specialist, Geotechnical Expert, Ports Specialist, Railway Pricing Specialist, etc.) that may be required to successfully undertake and complete the scope of work in these Terms of Reference. The minimum skills and experience required of the Consultant are as follows: -

No	Position	Expertise Required
1	PPP Specialist/Team Leader	<ul style="list-style-type: none"> <li>• A Master's Degree in Business Administration, Economics, Law or related field.</li> <li>• Professional qualification in related field</li> <li>• PPP certification will be an added advantage.</li> <li>• At least ten (10) years of demonstrated experience in providing PPP transaction advisory services/development of infrastructure projects on PPP basis including extensive experience in project structuring; risk analysis, allocation and management; project agreements; and bid process management.</li> <li>• Must have participated in at least five (5) PPP transactions and must have led at least three (3).</li> </ul>
2	Legal Team	
	International Legal Expert	<ul style="list-style-type: none"> <li>• A Master's Degree in Law or equivalent from a recognised University.</li> <li>• At least ten (10) years of demonstrated experience in drafting commercial agreements involving infrastructure development and/or refurbishment through PPP and related documents; in procurement and managing bidding processes; in PPP policy and institutional assessment; and in supporting resolution of</li> </ul>

		<p>legal matters throughout the private party procurement process.</p> <ul style="list-style-type: none"> <li>• Must have participated in at least five (5) PPP transactions.</li> </ul>
	Local Legal Expert (Botswana)	<ul style="list-style-type: none"> <li>• A Bachelor of Law (LLB) or equivalent from a recognised University.</li> <li>• Admitted to practice law in Botswana.</li> <li>• At least ten (10) years of demonstrated experience in drafting complex commercial agreements, rendition of legal counsel and negotiation support in projects involving infrastructure, legal risk assessment and mitigation and resolving all legal issues until contract award.</li> </ul>
	Local Legal Expert (Namibia)	<ul style="list-style-type: none"> <li>• A Bachelor of Law (LLB) or equivalent from a recognised University.</li> <li>• Admitted to practice law in Namibia.</li> <li>• At least ten (10) years of demonstrated experience in drafting complex commercial agreements, rendition of legal counsel and negotiation support in projects involving infrastructure, legal risk assessment and mitigation and resolving all legal issues until contract award.</li> </ul>
3	Project Finance Specialist	<ul style="list-style-type: none"> <li>• A Master's degree in Commerce, Finance, Business Administration or related field.</li> <li>• Professional qualification in related field.</li> <li>• At least ten (10) years of demonstrated experience in financial modelling/structuring of large infrastructure projects, value for money analysis, project costing and revenue forecasting, development of financing plans, insurance and guarantee products.</li> <li>• Must have participated in at least three (3) PPP transactions.</li> </ul>

4	Railway Expert	<ul style="list-style-type: none"> <li>• A degree in Civil, Mechanical, Structural Engineering or related field.</li> <li>• Professional qualification in related field.</li> <li>• Ten (10) years of demonstrated experience in the detailed design, layout and construction of mega Railway infrastructure or mega complex infrastructure developments.</li> </ul>
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Individual members of the consultancy team will be required to be personally involved in all relevant phases of this scope of work/services to be delivered in the contract.

## 5. Remuneration schedule and disbursement arrangements

The remuneration of the Consultant will be payable in Namibian Dollars (NAD) on a fixed lump sum basis (i.e. the total cost of the scope of work including fees and reimbursable expenses will be fixed) payable on completion and approval of specific deliverables. Reimbursable expenses will be payable within an agreed ceiling. Claims for travel and other legitimate reimbursable expenditure must be pre-approved by TKR-PMO. Financial proposals submitted in currencies other than Namibian Dollars are to be converted to Namibian Dollars, for purposes of evaluation and determining the contract sum, at Bank of Namibia exchange rates as at the date of opening of the bids. The contract sum is to thereafter be fixed in Namibian Dollars as at that date.

The remuneration will be payable according to the indicative schedule below which includes the time frame for each deliverable. Bidders are to submit their financial proposal separating the remuneration for the Feasibility Study phase from the PPP Procurement phase. The remuneration of the Feasibility Study phase will be 40% of the whole contract value and the PPP Procurement phase will be 60% of the contract value. The schedule of payments, if the TKR-PMO decides to proceed with the PPP Procurement phase of the Project, will be as follows: -

### Proposed Remuneration Schedule

**Table 1: Feasibility Study (Phase 1)**

Deliverable– Approval of:	Submission and	% payable	Timeframe (from the agreed commencement date)
Inception Report <i>Approval (1 week)</i>		10%	2 weeks

Needs Assessment and Solutions Options Assessment <i>Approval (1 week)</i>	15%	8 weeks
Project Due Diligence Report <i>Approval (2 Weeks)</i>	20%	16 weeks
Value Assessment, including Economic Valuation <i>Approval (2 weeks)</i>	20%	26 weeks
Procurement plan <i>Approval (2 weeks)</i>	15%	36 weeks
Feasibility Study Report (including disbursement and presentations) <i>Approval (4 weeks)</i>	20%	52 weeks
Total	100%	52 weeks

Note: Time frame includes duration for approvals.

**Table 2: PPP Procurement (Phase 2) (If Applicable)**

Deliverable – Submission and Approval of:	% payable	Time frame (from the agreed commencement date)
Expression of Interest Documentation (optional) <i>Approval (2 weeks)</i>	10%	2 weeks
Short-list of pre-qualified Bidders (Optional) <i>Approval (2 weeks)</i>	25%	12weeks
Request for Proposal Documentation <i>Approval (3 weeks)</i>	15%	14weeks
Preferred Bidder – after negotiations <i>Approval (4 weeks)</i>	25%	34 weeks
Financial Close		46 weeks
Close-Out Report and Case Study	25%	48 weeks
Total	100%	48 weeks

\*Commencement date will be agreed during the kick-off/commissioning meeting.



Deliverables completed per the agreed remuneration schedule will be reviewed for approval by TKR-PMO. Thereafter, invoices for approved deliverables may be submitted by the Consultant to TKR-PMO for payment. TKR-PMO will pay the invoice within 30 days from approval of the deliverable.

## **6. Data, Local Services, Personnel, and Facilities**

Where applicable, TKR-PMO will provide the information indicated in these Terms of Reference. A Client's Team has been set up to assist with overseeing delivery of the scope of work of these Terms of Reference. The Consultant will make its own arrangements for administration and other support services such as secretarial services, transport, telephone and communication.

TKR-PMO will provide introductory letters to relevant government departments to facilitate interaction of the Consultant with key stakeholders.

## **7. Duration**

The entire scope of work is expected to be completed within a period of twenty-three (23) months of which twelve (12) months is for the Feasibility Study. This time frame includes time taken to procure Government or other approvals. The Consultant will provide a programme of activities for the duration of each phase.

## **8. Reporting**

The Consultant will be appointed by TKR-PMO. Project Coordinators have been appointed to take full responsibility of overseeing delivery of the scope of work of these Terms of Reference by the Consultant and for delivery of the Project. The Project Coordinators' contact details will be provided upon conclusion of the contract negotiations.

A Client's Team has also been established, in accordance with the Bilateral Agreement and TKR-PMO Policies, to oversee the preparation and procurement of the Project. The Client's Team will meet at least once a month and the Consultant will report progress at these meetings, as instructed by the Project Coordinators.

The Project Coordinators will confirm whether the Consultant has satisfactorily completed each deliverable before invoices can be submitted to TKR-PMO for payment.

The activities indicated in the programme of activities are anticipated to take place from the agreed commencement date. Unless otherwise agreed, the activities will be carried out in Windhoek, Namibia. Unless otherwise agreed, it is anticipated that the Lead Consultant will be located in Windhoek, Namibia for the majority of the duration of the contract.

Within two (2) weeks from commencement date, the Consultant shall submit an Inception Report giving a detailed work plan and assignments for each individual in the team.

The Consultant shall submit Interim Reports every two weeks (or such other time period as will be agreed) describing progress of work, updated work schedule, and any key constraints encountered by the Consultant in the performance of the activities.

Reports submitted by the Consultant will be reviewed for approval by TKR-PMO within such a period as will be agreed with the TKR-PMO, in any case not later than 4 weeks so as to minimise delay or disruption to the agreed work plan. The indicative time frames below do not include time taken to procure Government and other approvals.

### **Proposed Implementation Schedule**

**Table 3: Feasibility Study Phase;**

<b>Deliverable</b>	<b>Timeframe (from date of commencement)</b>
Inception Report	2 weeks
Needs Assessment and Solutions Options Assessment	8 weeks
Project Due Diligence Report	16 weeks
Value Assessment, including Economic Valuation	26 weeks
Procurement plan	36 weeks
Feasibility Study Report	52 weeks
<b>Total</b>	<b>52 weeks</b>

**Table 4: PPP Procurement Phase**

<b>Deliverable – Submission and Approval of:</b>	<b>Time frame (from date of commencement) *</b>
Expression of Interest Documentation	2 weeks
Short-list of pre-qualified Bidders	12weeks
Request for Proposal Documentation	14weeks
Preferred Bidder – after negotiations	34 weeks
Financial Close	46 weeks
Close-Out Report and Case Study	48 weeks
<b>Total</b>	<b>48 weeks</b>

## **Conflict of Interest**

No person directly/indirectly involved in the preparation of these Terms of Reference is to participate in rendition of services as a member of the Consultant.

## **9. Confidentiality**

The Consultant will keep confidential all information received, directly or indirectly, from the TKR-PMO, the Client's Team or other stakeholders, as well as all copies or analysis that may be made, or have been made by third parties, on the basis of such information (collectively, the Material). The Consultant will use the material exclusively for the deliverables relevant to this assignment. The confidentiality obligations will not apply to information in the public domain.

## **10. Contract**

The successful Consultant will enter into a written contract with TKR-PMO prior to provision of services.

## **11. Professional Indemnity**

The Consultant will provide professional indemnity insurance from a bank or financial institution.



## APPENDIX 1: FORM OF FEASIBILITY STUDY REPORT (Forms part of these TORs)

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The Feasibility Study report may include, among others, the following:

- Introduction
  - Covering letter from the accounting officer/authority
  - Executive summary
  - Introduction
  - Project background
  - Approach and methodology to the Feasibility Study
- Needs analysis, including
  - Institution's strategic objectives
  - Budget
  - Institutional analysis
  - Output specifications
  - Scope of the project
- Solution options analysis, including
  - Options considered
  - Evaluation and assessment of each option
  - Assessing Government role in the proposed PPP project, whether that role corresponds with the Government/TKR-PMO legal obligations, maintains sufficient power to protect the Government/ TKR-PMO 's interests and corresponds to the proposed corporate structure of the project vehicle and how in practice the Government/ TKR-PMO's role will be established in the project vehicle (e.g. voting rights, pre-emption rights, golden shares and the protection of minority shareholders).
  - Developing and providing detail to the legal architecture and design of the transaction, identifying e.g. the (i) type of PPP contract to be used (e.g. concession, DBOOT or management contract) (ii) investment commitments to be required, their nature and management, (iii) investment plan, how, where and when investments will be made (iii) type of public sector support required, including terms and conditions and (iv) corporate structure for the investment and commercial management including nature of the SPV holding the concession, etc.
  - Summary of evaluation and assessment of all options considered
  - Review of risk allocation assumptions to assess whether those risks can be allocated (e.g. legally) to the private sector (e.g. land acquisition, collection of tariffs from individual consumers and safety monitoring).

- Review of project assumptions and whether they are practically and legally viable, e.g. management of staff rights and benefits and whether there might be legal limitations to how staff can be treated.
- Assess the financial management and accounting structures proposed to identify efficiency gains available through other structural mechanisms, e.g. taxation of revenues and accounting methods for depreciation of assets.
- Identifying other contractual and commercial relationships in the sector or related to the sector and how those relationships will interface with the PPP project.
- Assess risk management structures for potential efficiency gains through alternative structures or modifications.
- Assess the financial feasibility and provide valuation of revenues according to the different options and based on various assumptions used in the forecasts including those of demand and pricing should be stated clearly.
- Advise on a financial (capital) structure for mobilizing debt.
- Confirming legality of budgeting assumptions and the management of revenue flows (e.g. are there restrictions on the use of monies collected for use with public services?).
- Assessing risk allocation approaches to ensure that they correspond with private sector appetite and lender requirements. This should be done before bidding to avoid failure of the bidding process and the costly and reputational damaging recommencement of the tendering process.
- Assessing chosen approach to PPP and whether any aspect of that approach will conflict with available or required procurement, contracting and financing structures.
- Recommendation of a preferred option
- Project due diligence, including
  - Legal aspects, including
    - Land access/rights
    - Use rights
    - Regulatory matters
    - Approvals required
    - Vires of grantor
    - Key challenges to risk allocation as law
  - Identify licensing, permitting and other legal risks that need to be addressed and allocated under the chosen approach.
  - Ensuring all necessary approvals and permissions are obtained for PPP processes before commencement of tender process, in particular to allow

- o the relevant Government entity to sign the tender documents and the PPP contract.
  - o Site enablement
  - o Socio-economic and environmental
  - o Initial market testing
- Value assessment, including
  - o PSC model
    - Technical definition of project
    - Discussion on costs (direct and indirect) and assumptions made on cost estimates
    - Discussion on revenue (if relevant) and assumptions made on revenue estimates
    - Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, and budgets
    - Summary of results from the base PSC model: NPV, IRR, DSCR
  - o PPP reference
    - Technical definition of project
    - Discussion on costs (direct and indirect) and assumptions made on cost estimates
    - Discussion on revenue (if relevant) and assumptions made on revenue estimates
    - Discussion on proposed PPP type
    - Proposed PPP project structure and sources of funding
    - Payment mechanism
    - Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, tax and VAT
    - Summary of results from the PPP-reference model: NPV
  - o Risk assessment
    - Comprehensive risk matrix for all project risks (The following are some of the risks that need to be considered (this is a non-exhaustive list): Technical risk especially design risk, construction risk and geotechnical risk); Completion risk; Operation Risk; Price and tariff risk; Political risk; Legal risks; Fiscal/macroeconomic risks; Regulatory risk; Environmental risks; Force Majeure risks.)
      - identify the risks that the Project would face;
      - who among the stakeholders (governments, investors, IFIs and other financiers) would be negatively affected in the event of the risk materializing;

- summary of the institution's retained and transferable risks;
- The NPV of all risks (retained and transferable) to be added onto the base PSC model;
- The NPV of all retained risks to be added onto the PPP reference model.
- The review should contain recommendations on the mitigation mechanisms for each of the identified risks to be implemented by the party identified to bear that risk. In doing so, assessment and applicability and economy of various risk mitigation mechanisms should be carried out, including but not limited to: (a) private mechanisms such as commercial insurance; (b) specific developed country mechanisms such as export credit insurance and investment insurance available from national agencies (e.g., Overseas Private Investment Corporation OPIC of US); (c) risk mitigation and insurance mechanisms from IFIs, including partial risk and partial credit guarantee mechanisms; (d) the risk mitigation instruments available from World Bank Group's Multilateral Investment Guarantee Agency (MIGA); and (d) any special mechanisms that have been developed/deployed around the world in a high risk contexts and their applicability and adaptation for the current context.
- Risk-adjusted PPP-reference
  - Summary of results: NPV, key indicators
  - Sensitivity analyses
  - Statement of affordability
  - Statement of value for money
  - Recommended procurement choice
- Information verification
  - Summary of documents attached in Annexure 1 to verify information that is the baseline for the Feasibility Study report
- Economic valuation, including
  - Introduction and evaluation approach
  - Assumptions
  - Valuation results
  - Macroeconomic Impact - This should analyse the: (a) revenues that would accrue to the Member States through (i) value-added taxes; (ii) other taxes and levies as contributions to specific funds (e.g.- Social Fund); (iii) corporate taxes; (iv) municipal taxes; (v) customs duties and excise levies on equipment and services imported/ purchased; (vi) guarantee/on-lending margins charged by Government; (b) impact on Governments overall debt



and debt service position; and (c) employment generation, regional development, betterment of people directly affected etc.;

- Market Analysis– Economic aspects of the target markets: demand projections for the length of the project period; and
- Project Level Analysis\_- Project cost-benefit analysis, including net present value (NPV), financial internal rate of return (FIRR) and economic internal rate of return (EIRR).
- Together with Feasibility Study submit relevant documents and make reference to sources of data used in the study.

## ANNEXURE 2

### Instructions to Consultants – Bidding Data Sheet

Paragraph Reference	
1.1	Name of the Client: <b><u>Trans-Kalahari Railway Project Management Office (TKR-PMO)</u></b>  Method of selection: <b>Quality and Cost Based Selection (QCBS),</b>
1.2	Bidders are to submit a Technical Proposal and a Financial Proposal.  Name of the assignment is: <b>The Provision of Consultancy Services to undertake a Feasibility Study, and thereafter, if required, provide advisory services for the procurement of a Developer for the Trans-Kalahari Railway Project.</b>
1.3	A pre-proposal conference will be held: No
1.4	The Client will not provide staff, office space, equipment, and/or local transportation. The Client will provide the information at its disposal to assist with the assignment.
1.6	The Client does not envisage the need for continuity for downstream work.
1.12	Proposals must remain valid <b>180</b> days after the submission date.

2.1	Clarifications may be requested not later than <b>14 days</b> prior to closing date.  The address for requesting clarifications is: <a href="mailto:procurement@tkrpmo.com">procurement@tkrpmo.com</a>
2.4 (b)	The Consultant shall provide the estimated number of professional staff-months required for the assignment.
2.4 (e)	Bid Securing Declaration <b>shall</b> be required.

2.5	The format of the Technical Proposal to be submitted is: <b>Full Technical Proposal.</b>
2.5 (g)	A detailed description of the proposed methodology for training as provided for in the scope of work. (Section 5)
2.5 (h)	Bid security <b>shall not</b> be required.
2.7	<p>List the applicable Reimbursable expenses in local currency.</p> <ol style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, investigations and surveys;</li> <li>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol>
2.8	<p>Amounts payable by the Client to the Consultant under the contract shall be subject to local taxation.</p> <p>The Client will withhold tax payable on an invoice and shall pay such taxes on behalf of the Consultant to the Namibia Revenue Authority.</p>

	<i>Note: Local Consultants will be subject to all taxes payable and should therefore submit their financial proposals inclusive of taxes.</i>						
3.2	<p>(a) This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a director being a shareholder of a company or through a Power of Attorney.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>						
3.3	Consultant must submit <b>one (1)</b> original and <b>five (5) copies</b> each of both the Technical and Financial Proposals and an electronic copy.						
3.4	<p>The Proposals, clearly marked, <b>must be submitted not later than:</b></p> <p>Date: <b>26 July 2024</b>  Time: <b>10h00 am (Namibian Time)</b></p>						
3.5	<p>The Proposal submission address is:</p> <p><b>The Procurement Office  Trans Kalahari Railway – Project Management Office  16 Prof. Mburumba Kerina Street  TransNamib Holdings Ltd Building  First Floor, East Wing  Windhoek  <u>NAMIBIA</u></b></p>						
	<p><b>Stage 1: Administrative Compliance</b></p> <p>The following evaluation criteria shall be applied, notwithstanding any other requirement in the bidding documents.  The bidder must meet the following mandatory requirements:</p> <p><b>Administrative Compliance Evaluation Criteria</b></p> <table border="1"> <thead> <tr> <th><b>Document Description</b></th> <th><b>Yes/No</b></th> </tr> </thead> <tbody> <tr> <td>1. A certified copy of the company registration documents issued in the country of origin (Clearly indicating all shareholders and directors). <b>Note: Principal business of the company must be in-line with the specific procurement.</b></td> <td></td> </tr> <tr> <td>2. A valid original or certified copy of a Good Standing Tax Certificate/Clearance Or similar document from country of origin.</td> <td></td> </tr> </tbody> </table>	<b>Document Description</b>	<b>Yes/No</b>	1. A certified copy of the company registration documents issued in the country of origin (Clearly indicating all shareholders and directors). <b>Note: Principal business of the company must be in-line with the specific procurement.</b>		2. A valid original or certified copy of a Good Standing Tax Certificate/Clearance Or similar document from country of origin.	
<b>Document Description</b>	<b>Yes/No</b>						
1. A certified copy of the company registration documents issued in the country of origin (Clearly indicating all shareholders and directors). <b>Note: Principal business of the company must be in-line with the specific procurement.</b>							
2. A valid original or certified copy of a Good Standing Tax Certificate/Clearance Or similar document from country of origin.							

	3. A valid original or certified copy of a Good Standing Certificate issued by the Social Security Commission, <b>Certified Or Similar document or Equivalent in Country of Origin. *</b>		
	4. A valid certified copy of an Affirmative Action Compliance Certificate or in its absence, a proof issued by the Employment Equity Commissioner stating that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 <b>Certified by or Similar document or Equivalent in Country of Origin.*</b>		
	5. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to ITC clause 2.5 (v) of the Instructions to Consultants if it is awarded the contract or part thereof;		
	6. A duly completed and signed Bid Securing Declaration form (ITC 2.4 (e) (ii).		
	7. Duly completed, initialled and signed Joint Venture Agreement (if applicable);		
	8. Duly signed and completed Technical and Financial Submission Forms		
	9. State the Bid Validity period (ITC 1.12)		
	10. <b>All pages of the bid must be initialled and the bid signed</b> by the person duly authorized through a Power of Attorney		
	<p><b>*This will NOT form part of the evaluation criteria for Foreign Registered Companies only.</b>  <u>However; the successful bidder will be required to comply with the Namibian laws.</u></p> <p><b>NB: Only a certified copy (the certification stamp should be original) of an original document will be accepted.</b>  <b>At this stage, the bidder's submission will either be responsive or non-responsive. Non-responsive submissions will be disqualified.</b></p>		
4.2	<b>Summary Technical Evaluation Sheet</b>		
	<b>Consultant</b>		
	<b>Evaluation Criteria</b>		<b>Points (P)</b>
	<b>I. Firm: Specific experience of the Consultants relevant to the assignment:</b>		<b>15</b>
	Bidder's Legal experience in the Rail industry, a) completed in the last fifteen (15) years (April 2009 - March 2024) minimum three (3) Projects.		5

		Bidder's Financial and Commercial structuring experience, completed in the last fifteen (15) years (April 2009 - March 2024) minimum three (3) Projects.	5
		Bidder's experience in developing financial models for similar types of projects, completed in the last fifteen (15) years (April 2009 - March 2024) minimum three (3) Projects.	5
	<b>II.</b>	<b>Proposal: Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b>	<b>40</b>
		a) <b>Understanding of the assignment</b> - Understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Explanation of the problems being addressed and their importance, and the technical approach the Consultant would adopt to address them. Explanation of the methodologies it proposes to adopt and the compatibility of those methodologies with the proposed approach	15
		b) <b>Suitability of the proposed organizational arrangements and resources</b> - Proposal of the structure and composition of its team, main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff	15
		c) <b>Detailed programming, phasing of activities and inputs;</b> Proposal of the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports including a list of the final documents, including reports, drawings, and tables to be delivered as final output Its consistency with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan	10
	<b>III.</b>	<b>Key Personnel</b>	<b>40</b>
		1. PPP Specialist/ Team Leader	20
		<ul style="list-style-type: none"> <li>A Master's Degree in Business Administration, Economics, Law or other relevant Science, Business or Social Sciences fields or relevant</li> </ul>	

		<p><b>Master's Degree from an accredited University/College.</b></p>	5	
		<p>(Master's Degree=5, Degree=2)</p>		
		<ul style="list-style-type: none"> <li>• <b>Professional qualification in related field</b> (marks= 3)</li> </ul>	3	
		<ul style="list-style-type: none"> <li>• <b>PPP certification will be an added Advantage.</b></li> </ul>		
		<ul style="list-style-type: none"> <li>• The incumbent must have demonstrated experience in project structuring; project economic analysis; risk analysis, allocation and management; PPP procurement and bid process management; and able to lead and manage PPP negotiations. (CVs to be verified with reference letters)</li> </ul>		
		<ul style="list-style-type: none"> <li>• <b>Should have at least ten (10) years of demonstrated experience in providing PPP transaction advisory services/development of infrastructure projects on PPP basis.</b></li> </ul>	12	
		<ul style="list-style-type: none"> <li>• <b>Must have participated in at least five (5) PPP transactions.</b></li> </ul>		
		<ul style="list-style-type: none"> <li>• <b>Must have Led at least three (3) PPP transactions</b>  (10 years = 3 marks; 15 years = 7 marks, 20 years and above = 12 marks) (CVs to be verified with reference letters)</li> </ul>		
	2. International	<ul style="list-style-type: none"> <li>• <b>A Master's Degree in Law or equivalent from a recognised University</b></li> </ul>	5	20
	Legal Expert	<p>(Master's Degree=5, Degree=2)</p>		
		<ul style="list-style-type: none"> <li>• <b>Professional qualification in related field</b> (marks= 3)</li> </ul>	3	



	<ul style="list-style-type: none"> <li>• At least ten (10) years of demonstrated experience in drafting commercial agreements involving infrastructure development and/or refurbishment through PPP and related documents; in procurement and managing bidding processes; in PPP policy and institutional assessment; and in supporting resolution of legal matters throughout the private party procurement process.</li> <li>• Must have participated in at least five (5) PPP transactions.</li> </ul> <p>(10 years = 3 marks; 15 years = 7 marks, 20 years and above = 12 marks) (CVs to be verified with reference letters)</p>	12	
3. Local Legal Expert (Botswana)	<ul style="list-style-type: none"> <li>• A Degree in Law (LLB) or equivalent from a recognised University</li> </ul> <p>(marks = 2)</p> <ul style="list-style-type: none"> <li>• <u>Must</u> be admitted to practice Law in Botswana (Failure to comply in this category will be disqualified).</li> <li>• Professional qualification in related field</li> </ul> <p>(marks = 2)</p> <ul style="list-style-type: none"> <li>• At least ten (10) years of demonstrated experience in drafting complex commercial agreements, rendition of legal counsel and negotiation support in projects involving infrastructure, legal risk assessment and mitigation and resolving all legal issues.</li> </ul> <p>(10 years = 2 marks; 15 years = 4 marks, 20 years and above = 6 marks) (CVs to be verified with reference letters)</p>	2	10
4. Local Legal Expert (Namibia)	<ul style="list-style-type: none"> <li>• A Degree in Law (LLB) or equivalent from a recognised University</li> </ul>	6	10

		(marks = 2)	2	
		<ul style="list-style-type: none"> <li>• <b>Must be admitted to practice Law in Namibia (Failure to comply in this category will be disqualified).</b></li> <li>• <b>Professional qualification in related field</b></li> </ul>	2	
		(marks = 2)		
		<ul style="list-style-type: none"> <li>• <b>At least ten (10) years of demonstrated experience in drafting complex commercial agreements, rendition of legal counsel and negotiation support in projects involving infrastructure, legal risk assessment and mitigation and resolving all legal issues.</b></li> </ul>	6	
		(10 years = 2 marks; 15 years = 4 marks, 20 years and above = 6 marks) (CVs to be verified with reference letters)		
	5. Project Finance Specialist	<ul style="list-style-type: none"> <li>• <b>Master's Degree in Commerce, Finance, Business Administration or related field from a recognised University.</b></li> </ul>	5	20
		(Master's Degree=5, Degree=2)		
		<ul style="list-style-type: none"> <li>• <b>Professional qualification in related field</b></li> </ul>	3	
		(marks= 3)		
		<ul style="list-style-type: none"> <li>• <b>At least ten (10) years of demonstrated experience in financial modelling/structuring of large infrastructure projects, value for money analysis, project costing and revenue forecasting, development of financing plans, insurance and guarantee products.</b></li> </ul>	12	
		<ul style="list-style-type: none"> <li>• <b>Must have participated in at least three (3) PPP transactions.</b></li> </ul>		
		(10 years = 3 marks; 15 years = 7 marks, 20 years and above = 12 marks) (CVs to be verified with reference letters)		

	<p>6. Railway Expert</p> <ul style="list-style-type: none"> <li>• A Degree in Civil, Mechanical, Structural Engineering, or relevant field, from a recognised University  (Degree=5)</li> <li>• Professional qualification in related field  (marks= 3)</li> <li>• The incumbent must have demonstrated experience in detailed design, layout and construction of mega railway infrastructure or mega complex infrastructure developments. (CVs to be verified with reference letters)  (10 years = 3 marks; 15 years = 7 marks, 20 years and above = 12 marks) (CVs to be verified with reference letters)</li> </ul>	<p>5</p> <p>3</p> <p>12</p>	<p>20</p>
<p><b>NB: The evaluation scores for the Key Personnel is maximum 40 marks of the entire evaluation matrix.</b></p> <p><b>Please note the key personnel will be marked out of 100 marks, which equates to the maximum 40 marks of the evaluation matrix.</b></p>			
<p>IV.</p>	<p><b>Suitability of the transfer of knowledge (training) program</b></p> <p>a) Relevance of training program</p> <p>b) Training approach and methodology</p> <p>c) Qualifications of trainers</p> <p><b>Total (Minimum Technical Score is 80 points)</b></p> <p><b>(i) Bidders that do not meet the minimum score shall not proceed to the next stage of evaluation.</b></p> <p style="text-align: center;"><b>AND</b></p> <p><b>(ii) Bidders that do not meet a minimum score of 50% in each category, (i-iv) shall not proceed to the next stage of evaluation.</b></p>	<p><b>5</b></p> <p>2</p> <p>2</p> <p>1</p> <p><b>100</b></p>	<p><b>5</b></p> <p>2</p> <p>2</p> <p>1</p> <p><b>100</b></p>

<b>4.7</b>	<p>The formula for determining the financial scores is the following:  <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = 0.8</math>, and  <math>P = 0.2</math></p>
<b>5.1</b>	The expected date and address for contract negotiations, (In Namibia), will be communicated to the selected bidder.
<b>6.7</b>	The exact date for the commencement of consulting services will be determined following conclusion of negotiations.