



PROCUREMENT MANAGEMENT UNIT
For the
Oranjemund Town Council

☒ P.O Box 178 – Corner of 8th Avenue & 12th Street, Oranjemund, NAMIBIA – Tel: (+264) 63 233 500
Fax: (+264) 63 233 501 – E-mail: procurement@ormdtc.com.na – Website: www.oranjemund-tc.com

BIDDING DOCUMENTS
**PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT,
MAINTENANCE & HOSTING OF THE NEW OTC WEBSITE**

Procurement Reference No: **SC/RP/ORTC-06/2022/23**
Closing date & Time: **Tuesday, 21st February 2023 at 10h00**

PARTICULARS OF BIDDER

Business Name :

Postal Address:

Telephone No:

Cell No.:

Fax No.:

Contact Person:

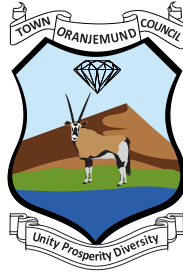
E-Mail Address:

Bid Price:

INFORMATION TO THE BIDDERS:

Bidders shall enclose **One (1) Bidding document** with all necessary supporting documents in a single sealed envelope with the Procurement Reference Number “**SC/RP/ORTC-06/2022/23**” The inner and outer of the envelope shall bear the Bidder’s name and address, to be deposited in the Bid Box at the Oranjemund Town Council, corner of 8th Avenue and 12th Street, on or before **Tuesday, 21st February 2023**.

Steyn Simasiku
PROCUREMENT MANAGEMENT UNIT



Oranjemund Town Council

Request for Proposal For

PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT, MAINTENANCE & HOSTING OF THE OTC WEBSITE

Procurement Ref: SC/RP/ORTC-06/2022/23

**Procurement Management Unit
Oranjemund Town Council
P.O.BOX 178
Oranjemund**

Tel: No. 00-264-63 233 500



Oranjemund Town Council

C/o 8th and 12th Avenue, Box 178, Oranjemund | Tel: +264 63 233 500 Fax: +264 63 233501

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam,

Subject: PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT, MAINTENANCE & HOSTING OF THE NEW OTC WEBSITE

1. You are hereby invited to submit technical and financial proposals for the provision of consultancy services for the development, maintenance & hosting of the Oranjemund Town Council (OTC) website which could form the basis for future negotiations and ultimately, a contract between you and the Council.
2. The purpose of this assignment is enclosed in the document below:
 - (a) Develop a new OTC Website
 - (b) Maintenance of the new OTC Website
 - (c) Hosting of the new OTC Website
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) The Terms of Reference (TOR) [Annexure 1];
 - (b) Supplementary Information for Consultants, Including A Suggested Format of Curriculum Vitae [Annexure 2]; And
 - (c) A sample format of the service contract under which the service will be performed [Annexure 3]
4. Any request for clarification should be forwarded in writing to **Mr. Steyn Simasiku** at vincent.shikukwete@ormdtc.com.na/ steyn.simasiku@ormdtc.com.na. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.

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

Consultants are advised to consult the website of the Procurement Policy Office: **www.mof.gov.na/procurement-policy-unit** to acquaint them with the legislations related to public procurement in the Republic of Namibia.

6. Eligibility

- 6.1.1. To be eligible to participate in the progress, you should as be required in terms of section 50(1) of the Public Procurement Act, 2015:

- (a) **Have a Certified Copy of the Close Corporation Certificate (issued in terms of Act 26 of 1988) or Founding Statement or any other relevant Company Registration Certificate. These Certificates should clearly indicate the goods/services that the Supplier/Bidder is registered to render;**
- (b) **Have an original valid or originally certified copy of a good Standing Tax Certificate from NAMRA;**
- (c) **Have an original valid or originally certified copy of Good Standing Certificate from the Social Security Commission;**
- (d) **Have a valid originally certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;**
- (e) **Have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007**
- (f) **Submit signed Bid-securing Declaration.**
- (g) **Have a valid certified copy of fitness certificate with any local authority in Namibia.**

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

- 6.1.3 Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

7. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, namely Technical (One original hard copy and One soft copy on USB – Memory stick) and Financial proposal One original hard copy and One soft copy on USB – Memory stick), and should follow the form given in annexure 2 – "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before: **21 February 2023 at the Oranjemund Town Council offices, C/o 8th and 12th Avenue, Box 178, Oranjemund**, not later than **the deadline (date and time)**. Late proposals will be rejected. Proposals should **not** be forwarded by electronic mail.

8. Deciding Award of Contract

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

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

9. Rights a Public Entity

- (a) Please note that the Oranjemund Town Council is not bound to select any of the consultants' submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Oranjemund, Namibia, if any, is not reimbursable as a direct cost of the assignment.

10. Duration of Assignment

Subject to satisfactory completion of the contract and associated ongoing services, the duration of the assignment shall be for a period of 36 months with the possibility for 12-month renewals at the sole discretion of Oranjemund Town Council should the parties agree thereto. You should base your financial proposal on this duration. The Oranjemund Town Council however has the right to exit the agreement by giving 30 days' notice of its intention to do so at any given time.

11. Validity of Proposal

You are requested to hold your proposal valid for **3 months** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Council will make its best efforts to finalize the agreement within this period.

12. Assessment of ongoing work

Performance of the service provider will be annually reviewed from the date of signature of the service level agreement and according to the service level agreement below. Oranjemund Town Council may give immediate feedback on an ongoing basis if performance is not as expected.

13. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded, the winning bidder will be expected to take up / commence with the assignment within 10 days' time.

14. Tax Liability

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

- (a) Payments to the Consultant in connection with carrying out this assignment;
- (b) Equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants), and
- (c) Property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

15. Insurance

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

16. Confirmation of Invitation to submit proposal

We should appreciate if you would inform us in writing on the following:

- (a) Your acknowledgment of the receipt of this Letter of Invitation within 7 days; and
- (b) Further indicate whether or not you will be submitting the proposal.

17. The Oranjemund Town Council would like to thank you for considering this invitation for submission of proposals.

Find Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

Yours faithfully,

.....
Mr. Steyn Simasiku
HEAD OF PROCUREMENT MANAGEMENT UNIT

TERMS OF REFERENCE

Part 1. Background

The Oranjemund Town Council was established in 2012, in terms of the Local Authorities Act after Oranjemund was declared and proclaimed as a town in 2011 by the Namibian Government.

In accordance with the Local Authority Act (Act) 23 of 1992), the Oranjemund Town Council is mandated to develop the town and to uplift and maintain the community's living standards by providing municipal services.

Therefore, it's imperative for the Council to have a well designed, developed, and maintained website for it to be user-friendly, and to share valuable information to the general public.

Part 2. The Services

The Oranjemund Town Council requires the services of a reputable consultant or consulting firm to govern the management and administration of the Council Website, including its resilience, and must be kept confidential by the service provider.

Part 3. Facilities to be provided by the Public Entity

The Oranjemund Town Council will provide all necessary content and branding guidelines required by the consultant.

Part 4. Contract duration and fees

- a) **Duration of website development phase:** The estimated period for this assignment is three (3) months (90 days), and fees must be specified in the Financial Offer.
- b) **Duration of Hosting and Maintenance phase:** Estimated period for this assignment is 36 months.
- c) **Payment:** Payment terms will be negotiated with the successful consultant.

Part 5. Summary: Nature of Service

- a) Development and Hosting of the new Oranjemund Town Council website
- b) CSS programming
- c) Ongoing administration of site including maintenance
- d) Ongoing active and passive security measures
- e) Ongoing continuity and integrity of web presence
- f) Ongoing server administration
- g) Occasional content updates
- h) Close cooperation with Oranjemund Town Council (OTC) and third parties identified by OTC

Part 6. Qualification of the service provider

1. Required Skills and experience:

- a) The qualifications of the service provider will be as follows:
 - i. A Namibian registered entity with the majority shareholding owned By Namibian citizens, with a registered office address in Namibia and with certificates of good standing from the Receiver of Revenue and the Social Security Commission
 - ii. Capable and with the capacity to fulfil all of the requirements noted in this document.
- b) The service provider should demonstrate and provide examples in the performance of similar services as follows:
 - i. Be a reputable firm with at least 7 years of prior experience designing visually appealing and navigation friendly websites
 - ii. Familiarity and relevant experience in using different CMS
 - iii. Have a broad knowledge of current web development technologies and design tools in the field, and new software's and other web programming languages.
 - iv. Have excellent knowledge of recent trends in graphic design, website, including online video publishing and social media networking
 - v. Demonstrate the ability to create innovative and visually appealing design
 - vi. Key professional staff qualifications and competence needed for the assignment:

The service provider must have staff that have extensive experience and knowledge in website development. Therefore, its key that all the staff that will be part of this project needs to have at least the following qualifications, please attach and complete the CV as required.

- The service provider must have a team of graphic designers with experience on designing websites with a solid portfolio of at least five (5) years of experience.

- That staff must at least have four (4) years extensive experience in programming and CMS development, and also have at least two (2) years in WordPress CMS.
 - Must have all the experience and knowledge required as an expert in the use of scripting/coding languages and any other related standards of website development applications
 - Must have extensive experience in the use and configuration of the below products and techniques such as: Search engine optimization, Google Webmaster tools, google developer tools, mobile device adaptation etc.
2. **Confidentiality of the SLA:** the service agreement “SLA” will provide a material basis for development, management, administration and maintenance of the Oranjemund Town Council website, including resilience, and so must be kept confidential by the service provider. The SLA or its elements may only be released to third parties with the written consent of the Council.
 3. **Purpose of the SLA:** is to govern the management and quality of the OTC Website, production and placement of material on the website, and its operation and resilience, as entailed in all the aspects stated in all points noted below, in an environment which fairly remunerates the service provider on a retainer and cost basis.
 4. **Form of the relationship:** The spirit of the SLA will be to develop an operational partnership which enables cooperation between the Oranjemund Town Council and the Service Provider. Where necessary, the service provider will provide support. All other functions noted below will be the responsibility of the service provider.
 5. **Division of labour:** Content placement, some site architecture and email content placement and sending shall be between the Oranjemund Town Council and the Service Provider. Where necessary, the service provider will provide support. All other functions noted below will be the responsibility of the service provider.
 6. **Responsibility and delegation of responsibility:** The Oranjemund Town Council will hold ultimate responsibility for decisions on quality and operation of the site, exercised through the Corporate Communications Division. The Service provider will be responsible for performance of tasks and support noted in etc.
 7. **Capacity:** The service provider will ensure that it maintains the capacity to provide the services in the form of qualified and experienced individuals who are capable and able to provide services as agreed upon with the Oranjemund Town Council in the service level agreement, the contents of which are contained in these terms of reference.

8. **Third parties:** The service provider may be required to cooperate with third parties appointed by the Oranjemund Town Council
9. **Support and client service:** The service provider will provide technical advice, explanations and training pertaining to particular tasks performed by the Oranjemund Town Council or any other third parties appointed by OTC.
10. **General client service:** Client service on the part of the service provider will entail developing understanding of the Oranjemund Town Council's needs and facilitation of service required/ and or requested by OTC, as well as provision of reporting and documentation required in the agreement.

11. Establishment of a website

The service provider will collaborate with the Oranjemund Town Council to design, develop and populate desktop and mobile website, including but not limited to staff intranet system, articles, link menus, galleries, feature flashes and subscription mechanisms, complaint management system. The site shall be tested and made functional in Chrome, Edge, Microsoft Edge, Firefox, Safari, Opera, Samsung Internet Browser, BlackBerry browser and any other browser that emerges as a source of traffic over 2% of traffic reported in Namibia.

11.1 **Development window and milestones:** the service provider will provide a list of proposed components, modules and extensions which shall include security and resilience, within 5 working days of signature of the agreement. Use of the components, modules and extensions must be motivated and the service provider will be willing to recommend alternative element. The service provider will provide three (3) design proposals based on architecture and identity within the space of 20 working days of signature of the agreement. On approval of the proposal, the service provider will implement the approved design and any associated components, modules and extensions within 20 working days. On approval, the service provider will provide a timeline of activities governing the 20 days window.

11.2 **Browser compatibility maintenance:** service provider will maintain compatibility with browsers as they evolve.

12. General

12.1. **Bandwidth, server memory, scalability and site optimisation:** the service provider will consult with OTC on various requirements for server memory, and provide further advice and guidance.

12.2. Site content, URLs, metadata and support

12.3. **Emails, dissemination and mailing list:** the service provider will assist OTC in development of email s where required and will import mailing lists, put in place and maintain rapid bulk email sending, provide hard and soft bounce reports and unsubscribe lists.

12.4. **HTML support:** provide necessary assistance with HTML editing, including advising on tags, tables etc.

12.5. **Links and sections:** the service provider will open new sections at the request of the Council, and must also provide search friendly URLs where applicable.

12.6. **Site and mail content editors:** the service provider will install content editors for OTC in consultation with OTC.

12.7. **Shoulder design / Layout design:** service provider and OTC will consult on the desired designs. The service provider will be responsible for the implementation of functionality.

12.8. **Training:** the service provider will familiarise the OTC with the back-end content editors, directories and relevant modules, plug ins and components to facilitate the OTC's content placement on the website. The service provider may be requested to provide on-site assistance in the event of unforeseen difficulties arising.

12.9. **CSS (cascading style sheets):** the service provider will be responsible for maintenance and amendments of the site CSS.

13. Resilience

13.1. **Security awareness:** the service provider will maintain functionality on the back-end of the site, inform OTC on recent patches and upgrade releases for the OS, Modules, plug-ins and other components to address emerging or ongoing vulnerabilities.

13.2. **Access security:** the service provider will limit back-end access to third parties and staff agreed upon with OTC and will promptly remove access when third parties and staff leave the employ or cease operating on behalf of the service provider. Service provider will maintain records of the third parties and staff in case it it necessary to trave them.

13.3. Other security

13.3.1. **Security on server:** service provider to host the site in an optimally secured server environment. If the server environment is breached the service provider will be responsible for prompt migration of the site to secure server environment.

13.3.2. **HTTPS encryption:** service provider will be responsible for maintaining HTTPS encryption, and administration of certificates

13.3.3. **Security reporting:** provide monthly security reports as required

13.4. **Backups:** a copy of the backups will be provided to OTC by the service provider on a monthly basis for archival purposes or as agreed-up by both parties

13.4.1. Site backups

13.4.2. Server and OS backups

13.4.3. Reinstallation & restoral

13.5. Patching and upgrades

13.6. Module, plug-in or component replacement

13.7. Server management

14. Hosting and uptime

14.1. Uptime

14.2. Scalability

14.3. Responsibility for hosting

14.4. Domain registrar

15. Other

15.1. **Site/ Page traffic reporting:** the service provider will provide monthly traffic reports, including unique visitors, visitors by country, visits by browser type

15.2. Third party documentation

16. **Copyright and ownership:** of the website and its source codes will be the property of the Oranjemund Town Council. All hosting, subscriptions, source codes, intellectual property rights, OS Configurations, modules, components and any other software or material as deployed on the site, will be administered on behalf of the OTC 's by the service provider.

17. **Transfer of services:** in the event of transfer of services to another service provider, the incumbent service provider will hand over all access to servers, the domain registrar, the documentation, all passwords including the highest -level developer/ administrator and server access passwords, and all matters relating to the site in the configuration most recently updated, including any proprietary code in which intellectual property vests with the service provider.

17.1. **Flash memory record:** in the event of transfer of services to another service provider, the current service provider will handover all the most recent back-ups of the site, its OS and all databases, modules etc duplicated in one instance each on two memory sticks.

Should the service provider incur costing during the transfer of these services, such cost will be transferred to the Oranjemund Town Council, with prior negotiation and approval.

18. Remuneration

18.1. Retainer: A retainer shall be payable by the Oranjemund Town Council to the service provider at the end of each calendar month subsequent to the month of payment. The retainer shall include all services rendered in terms of this SLA and any other agreed upon.

19. **Whole Terms of Reference:** these terms of reference will constitute the entire Agreement between the Parties and any other amendments, addition or alteration to the provisions hereof will only be deemed to be of force and effect if such amendment, addition or alteration is reduced to writing and signed by the parties.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals:

- (i) Curriculum Vitae of Consultant (Form F-2).
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Consultant would plan to execute the work.
- (v) Completion of the attached checklist (Annexure - 2 b)

(b) Financial Proposals:

2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4) separately for:
 - i. Development of the new OTC Website, inclusive of Staff intranet system service
 - ii. Hosting of the new OTC Website
 - iii. Maintenance of the new OTC Website

3. Mock-up Presentation:

Only the selected top three bidders will be required to make a mock-up presentation on the high-level functionalities of the website, including the implementation of the look and feel as per the OTC's corporate identity manual.

4. Submission of Proposals

The proposals shall be submitted in two separate envelopes, namely Technical (One hardcopy and one soft copy on a USB stick) and Financial (One hardcopy and one soft copy on a USB stick).

5. Evaluation Criteria

Deliverables	Max Marks	
1. Qualifications and Experience of Service provider (Company profile and Curriculum Vitae of Consultant) / Experience and qualifications of the team proposed to deliver the work by the service provider. This part of the evaluation will be based in the CV's of the individuals comprising the team that need to be shared by the service provider in their proposal.	15	
2. An outline of recent experience on assignments/ projects of similar nature executed during the last five years with Web URLS. – related to project (Website development etc)	10	
3. Technical approach and responsiveness to the Terms of Reference ("TOR").	10	
4. Timeline to deliver the objectives of the assignment based on the deadlines provided in the proposal	10	
5. Compliance with the checklist (Annexure -2 b).	20	
6. Resource mobilization of equipment	5	
TOTAL MARKS – Technical	70	
7. Financial Offer (Cost)	30	
TOTAL MARKS – Financial	30	
TOTAL MARKS (TECHNICAL & FINANCIAL)	100	

4. **Project Timetable (Timeline subject to change, due to any delays of signing of SLA)**

Deliverables	Deadline
1. Inception Meeting	March - April 2023
2. Acceptance of award and signing of contract	
3. Agreement deliberations on maintenance and hosting of the website & propose options of hosting	
4. Content & visuals submitted and brand implementation finalised	
5. Presentation of draft document on Project Mapping and Project Development	
6. Mock-up design presentation & signing off of brand implementation	May – July 2023
7. Project Execution	
- New sections are developed and integrated in the OTC's website	
- The OTC's website presents a new visual look and its functionalities are enhanced to provide a better experience to users	
- Develop a user manual and deliver a webinar for the support staff and system administrators to perform content upload, system maintenance and administration	

8. Closure and handover of project / Source code handover: Full source code including all developed libraries shall be handed over to OTC.	
9. Support and maintenance: Administrative and technical support, quality control for a period of 5 months as required.	August – December 2023

5. Preliminary Payment Schedule

Key Deliverable	% Payment of Total Cost	Date of Payment
1. New sections are developed and integrated in the OTC's website	10%	As per the proposed timeline of the successful bidder.
2. The OTC's website presents a new visual look as per OTCs corporate Identity Manual and its functionalities are enhanced to provide a better experience to users	10%	
3. Mock-up design presentation & signing off of brand implementation	20 %	
4. Closure and handover of project / Source code handover: Full source code including all developed libraries shall be handed over to OTC	45%	
5 Retention fee payable after 90 days hand-holding period	15%	
6. SLA negotiated and entered into for hosting and maintenance after 90 days hand-holding period	30 days after roll-out	

Contract Negotiations

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

Review of reports

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

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for:

I/We

.....
herewith enclose Technical and Financial Proposals for selection as consultant for the Oranjemund Town Council.

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

Yours faithfully

Signature: _____
Full name: _____
Address: _____

(Section 45 of Act)
(Regulation 37(1)(b) an 37(5))

Date:[Day/month/year]..... Procurement Ref No.: SC/RP/ORTC – 06/2022/23

To: Oranjemund Town Council

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

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

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

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

Signed:

.....
..... [insert signature of person whose name and capacity are shown]

Capacity of:

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

Name:

.....
[insert complete name of person signing the Bid Securing Declaration]

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

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

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.] **delete if not applicable / appropriate*

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: Day/Month/Year

[Signature of Consultant]

Full name of Consultant: _____

Cost Estimate of Services¹

Remuneration:

Consultant Name	Monthly Rate (In currency)	Working Months	Total Cost (in currency)
_____	_____	_____	_____

Sub-Total (Remuneration) _____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charge	Subsistence	Total	Days
	_____	_____	_____	_____

(b) Air fare _____

(c) Lump Sum Miscellaneous Expenses⁴ : _____

Sub-Total (Out-of-Pocket) _____

Contingency Charges: _____

Total Estimate: _____

¹ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

² Reimbursable at cost with supporting documents/receipts unless otherwise specified.

³ Per Diem is fixed per calendar day and need not be supported by receipts.

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

FORM F-5
Annexure 2(b)

CHECKLIST (Please mark yes or no on the following sections.)

SITE DEVELOPMENT	Yes	No
1. Must be able to develop a website that is highly-responsive.		
2. Must be able to customize a mobile site to update automatically with each update of the desktop site		
3. Must be able to populate the website		
4. Must be able to test site on all major browser variants and iterations of each variant (Safari, Chrome, Firefox, Edge, Explorer, and others requested by Oranjemund Town Council, etc.)		
CONTENT MANAGEMENT SYSTEM	Yes	No
5. Proficient and experienced in Content Management System (CMS), development and maintenance		
6. Must be able to upgrade the Content Management System (CMS)		
LINKS AND SECTIONS	Yes	No
7. Must be able to open new sections and landing pages		
8. Must be able to assist with links if needed		
9. Must be able to facilitate and / assist with page redirects		

SHOULDER DESIGN / LAYOUT DESIGN	Yes	No
10. Must be able to implement and amend shoulder design as well as plug-ins, modules and components		
MODULES, PLUG-INS AND COMPONENTS	Yes	No
11. Must be able to install and familiar with Acymail or similar		
12. Must be able to install and familiar with an image slider and JQuery		
13. Must be able to install a gallery component		
14. Must be able to install and familiar with a redirect module		
15. Must be able to provide a media folder with various download file formats		
16. Must be able to test stability and functionality of modules, plug-ins and components		
17. Ability to develop and implement Tourism Products Database / Microsite (Plan my trip)		
18. Ability to develop and implement Newsletter subscription component		
19. Ability to develop a Destination Specialist Programme tool		
CONTENT UPDATES AND CSS	Yes	No
20. Must be able to train and familiarize Oranjemund Town Council on back-end content editors		
21. Must be able to support Oranjemund Town Council with updates on request(s)		

22. Must be able to put in place site-wide and individual page metadata		
23. Must be able to code HTML mails and send mails on request		
24. Must be able to assist with mailing list administration (professional applications to be installed)		
25. Must be able to support Oranjemund Town Council with advice on HTML tags, syntax and tables on request		
26. Must be able to redesign site architecture		
27. Must be able to recode CSS		
GENERAL	Yes	No
28. Must be able to install modules, plug-ins and components on request		
29. Must be able to redesign site architecture		
30. Must be able to maintain and amend CSS		
31. Must be able to recode CSS		
32. Must be able to optimise website for speed		
33. Must be able to implement advanced search and Filtered navigation on website		
34. Must be able to implement tools and strategies for website optimization (Search engine optimization)		
35. Must be able to integrate social media platforms on the website. Tweets, Instagram and Facebook posts on website		

SECURITY	Yes	No
36. Must be able to secure OS, CMS and all modules, plug-ins and components		
37. Must be able to secure data held on site (particularly email)		
38. Must be able to migrate site at short notice in the event of server breach		
39. Must be able to provide passive security		
40. Must be able to recognise breaches or partial breaches of passive security		
41. Must be able to respond to breaches or partial breaches of passive security with active security intervention		
42. Must be able to install, maintain and administer SSL certificate		
43. Must be able to promptly report security breaches and provide monthly security reporting		
44. Willing to assist with forensic third-party security breaches where required		
45. Must be able to assist with third-party security		
BACKUPS	Yes	No
46. Must be able to backup contents of server, all data, modules, plug-ins and components monthly and on request		
47. Must be able to back-up the server and / or server space, all patches, upgrades and data immediately prior to implementation of patches and / or upgrades, and after implementation of patches and / or upgrades on reasonable certainty that the site is stable		

REINSTALLATION AND RESTORAL	Yes	No
48. Must be able to reinstall and restore the website to its last previous state in the event of a crash or a security breach		
PATCHES AND UPGRADES	Yes	No
49. Must be able to identify and implement upgrades (stable, supported versions)		
50. Must be able to develop, test and implement pages that are different to the general site template		
51. Must be able to develop, test and implement CSS that is different to the general site template		
52. Must be able to patch and upgrade modules, plug-ins and components as and when stable versions become available		
53. Must be able to identify modules, plug-ins and components that require replacement		
54. Must be able to subscribe to modules, plug-ins and components		
55. Must be able to make recommendations on replacement modules, plug ins and components		
HOSTING SERVICES (SERVERS)	Yes	No
56. Must be able to provide and administer third party server space for hosting purposes		
57. Must be able to configure server space		
58. Must be able to scale server space		

59. Must be able to scale bandwidth		
60. Must be able to migrate site from server to server		
61. Must be able to provide mirror servers		
62. Must be able to provide 99% plus uptime		
SITE REPORTING	Yes	No
63. Must be able to report monthly on general site traffic (Google Analytics)		
64. Must be able to report on specific page traffic on request		
SITE DOCUMENTATION	Yes	No
65. Must be able to document site in general		
66. Must be able to document modules, plug-ins and components		
67. Must be able to update documentation immediately upgrades / changes are made		
ACCESS MANAGEMENT	Yes	No
68. Must be able to document all individuals / entities who are employed in site operation		
69. Necessary firewalls, antivirus and anti-malware used by all individuals / entities employed in site operation		
70. Must be able to remove all access from all individuals / entities no longer employed in site operation		

SOFT ASPECTS: COPYRIGHT, SERVERS, SUBSCRIPTIONS AND CERTIFICATES	Yes	No
71. Accepts copyright vested in the Oranjemund Town Council		
72. Able to operate site without proprietary IP and coding		
73. Must be able to operate server on behalf of the Oranjemund Town Council		
74. Must be able to operate domain registry on behalf of the Oranjemund Town Council		
75. Must be able to provide site back-ups		
76. Must be able to provide super administrator and administrator passwords to the Oranjemund Town Council (particularly in the event of termination)		
77. Must be able to provide transfer subscriptions and certificates to the administration of the Oranjemund Town Council		
SOFT ASPECTS: PAYMENT AND ADMINISTRATION	Yes	No
78. Must be able to work on retainer		
79. Must be able to accept payment on 30 days after invoice		
80. Must be able to acquire and manage certificates (particularly) on behalf of Oranjemund Town Council		
81. Must be able to acquire commercial modules, plug-ins and components on behalf of Oranjemund Town Council		
82. Must be able to bill Oranjemund Town Council in NAD		
83. Must be able to accept 10% limit on mark-up of commercial modules, plug-ins and components		
84. Able to provide services and technical support in Namibia		

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

Oranjemund Town Council

AND

[INSERT CONSULTANT NAME]

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

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

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

- 2.1 The Consultant shall commence the Services on *[18 July 2022]* upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.
- 2.2 The Services shall be for 3 (*three*) months, beginning on the date of commencement of the Services, and ending not later than *30 September 2022*.

ARTICLE III
DUTIES OF THE CONSULTANT

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Oranjemund Town Council.
- 3.2 The Consultant shall:
- (a) Regularly report to, and obtain direction and guidance from the Oranjemund Town Council on all matters arising from or relating to the present Contract;
 - (b) promptly comply with such instructions as may be issued from time to time by the Oranjemund Town Council in connection with the performance of the services.

- 3.3 The Consultant shall perform the services to the satisfaction of the Oranjemund Town Council in accordance with the Terms of Reference and at such intervals as the Oranjemund Town Council may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Oranjemund Town Council for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Oranjemund Town Council shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Oranjemund Town Council under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the Oranjemund Town Council, the Consultant shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
 - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII
LIABILITY OF THE CONSULTANT

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII
FORCE MAJEURE

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than ninety (90) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 Oranjemund Town Council may, upon giving not less than 30 days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Oranjemund Town Council may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Oranjemund Town Council to do so, provided that

the Consultant shall in that event be given a notice of not less than 30 days of such termination.

- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty-five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Oranjemund Town Council shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Oranjemund Town Council who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI
MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the Oranjemund Town Council may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII
EFFECTIVE DATE

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Oranjemund Town Council shall be the Accounting Officer of the Oranjemund Town Council.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE ORANJEMUND TOWN COUNCIL

Postal Address : P.O.BOX 178 Oranjemund, Namibia
 Physical Address : C/o 8th & 12th Avenue
 Facsimile : +26463233501

FOR THE CONSULTANT

Postal Address : _____
 Physical Address : _____
 Facsimile : _____

ARTICLE XIV

(i) Governing Law

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

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

Date: _____
FOR THE ORANJEMUND TOWN COUNCIL

Date: _____
FOR THE CONSULTANT

 Annex 1 - Terms of Reference
 Annex 2 - Contract Amount and method of payment