



PROCUREMENT MANAGEMENT UNIT

Request for Sealed Quotations Non -Consultancy Services

PROCUREMENT PROVISION OF WEBSITE REVAMP, UPGRADE AND MAINTENANCE

Procurement Reference No: NCS/RFQ/OSHTC-02/2024/2025

Bid Submission:

1. This is a hard copy request, and responses must be submitted in the Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road, Oshakati.
2. Deadline for request for clarifications from Bidders: Monday, 16 September 2024
3. Quotation Submission must be submitted before the closing date and time
4. Closing Date and Time of Bids: Thursday, 26 September 2024 @ 12h00
5. Bidders must register their bids in the bid submission register at PMU Office before submitting their bids in the bid box.

Procurement Management Unit
Oshakati Town Council
Private Bag 5530
Oshakati
Namibia
Tel: 065-229500/535/536
Email: procurementunit@oshtc.na

Name of Bidder: _____

Email address: _____

Contact Number: _____

Bid Amount	

Oshakati Town Council (Osh-TC) gives notice of the following Request for Sealed Quotations – Non- Consultancy Services

Procurement Ref No	SEP_RFQ_NCS-02
RFQ Reference Number	NCS/RFQ/OSHTC-02/2024/2025
Description of Goods	Procurement for Provision of Website Revamp, Upgrade and Maintenance
Closing Date & Time	26 September 2024 @ 12h00
Quotation Submission Address	Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road,
Validity Period of Quote	90 Days (from closing date)
Lead Time	3-4 Weeks
Incoterm	DDP

- a) This is a hard quotation request and responses must be submitted to the address stated in the Quotation Submission Address before the closing date and time.
- b) Under no circumstance should the response be submitted, copied, or forwarded to any email address of any Oshakati Town Council employee prior to the deadline for submission of responses. This may result in disqualification of your quotation.
- c) This Request for Quotation (RFQ) is accompanied by and comprises the following documents: **None**
- d) The above documents comprise the RFQ Documents and are provided as a basis for the preparation of your Submission Response. They are confidential and are provided to you on the terms and conditions set out in this Quotation Invitation Document
- e) If any clarification is required, kindly contact the Procurement officers below in writing.
- f) The Company reserves the right to amend the whole or any part of the RFQ at any time prior to the deadline for submission.
- g) Please note that this is a Request for Quotation/Proposal only. All responses to this document will be treated as strictly confidential and will be used for the evaluation of this RFQ only. Oshakati Town Council may at its sole discretion, accept or reject any quotation. Therefore, there is no obligation on Oshakati Town Council to accept the lowest or any bid. Oshakati Town Council may accept or reject any part of a quotation without being obliged to accept such quotation in its entirety.

Contact Person for Enquiries and Clarifications:

Name	Anna-Liisa Korea	Timoteus Amunyela
Designation	Head of Procurement	ICT Officer
Telephone	+264 65 229500/535/536	+264 65 229500/539
Email	akorea@oshtc.na / procurementunit@oshtc.na	timoa@oshtc.na

Letter of Invitation

02nd September 2024

Company Name: _____

Postal Address: _____

Contact No: _____

Contact Person: _____

Procurement Ref. No. NCS/RFQ/OSHTC-02/2024/2025

Dear Sirs/ Madams,

REQUEST FOR QUOTATION (RFQ) – PROCUREMENT FOR PROVISION OF WEBSITE REVAMP, UPGRADE AND MAINTENANCE

1. Bidders are invited to submit their quotation for the **Procurement for Provision of Website Revamp, Upgrade and Maintenance**, required by Oshakati Town Council. This RFQ constitutes a solicitation and contract agreement.
2. Bidders are requested to submit one quotation for **Procurement for Provision of Website Revamp, Upgrade and Maintenance**, as per the specifications in this RFQ. Following an evaluation of the received quotations, Oshakati Town Council may select one or more of the bidders per Lot for the **Procurement for Provision of Website Revamp, Upgrade and Maintenance**, Only quotations for the entire nomenclature as described in the Quotation Submission Form will be accepted.
3. Any resulting contract shall be subject to the terms and conditions referred to in the document.
4. Queries or clarification, if any, should be addressed to the Procurement Officials on the front page.
5. Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Oshakati Town Council would like to thank you for considering this invitation for Request for Quotation.

Yours faithfully,

Anna-Liisa Korea
Head of Procurement
Oshakati Town Council

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Oshakati Town Council reserves the right:

- (a) to split the contract as per the lowest evaluated cost per item, or
- (b) to accept or reject any quotation; and
- (c) to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Form of bid

This is a hard copy bid submission and responses must be submitted to the delivery address stated on the cover page. Bidders are required to complete the envelop cover page and paste it on top of their bid envelop.

3. Preparation of Quotations

Bidders are requested to quote for the items mentioned in Section III by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration
- (b) the List of Goods and Price Schedule Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment deemed appropriate.

Bidders are advised to carefully read the complete Request for Sealed Quotations document, including the Special Conditions of Contract in Section VII, before preparing your quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

4. Validity of Quotations

The Quotation validity period shall be **90** days from the date of submission deadline.

5. Eligibility Criteria (Mandatory Legal Document)

To be eligible to participate in this Quotation exercise, bidder the bidder shall submit with this bid document:

- (a) A certified copy of a valid company Registration Certificate.
- (b) An original or certified copy of a valid good Standing Tax Certificate; **(Valid at the deadline of submission of bid)**
- (c) An original or certified copy of a valid good Standing Social Security Certificate; **(Valid at the deadline of submission of bid)**
- (d) A certified copy of a valid 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; **(Valid at the deadline of submission of bid)**

- (e) A certified copy of a valid “Registration Certificate” from a Local Authority Health Department or Ministry of Health & Social Services. **(Valid at the deadline of submission of bid)**
- (f) Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company, is duly authorized to do so.
- (g) Bidder must submit Catalogues and any other literature to substantiate compliance with the required specifications.
- (h) Requested certified copies of documents shall only be considered if **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**
- (i) All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.
- (j) **List ten (10) web sites** your firm has produced that best reflect your work and relevancy to this project. Only sites that are live will qualify during evaluation.
- (k) Bidder must provide **five (5) customer reference certificates** from previous clients companies/agencies evidence of Performing of Similar work i.e., Website Design and development.
- (l) Manpower Strength - The bidder should have minimum of 3 qualified support web developers/engineers having thorough knowledge of Apache, CMS,PHP, Joomla, Python, Java script, HTML and MySQL and App Development. Expertise in developing flash content will be necessary. The bidders must have a team on its own payroll with experience of designing and developing websites using the above technology.
- (m) What type of team will be assigned to this project? What will each person’s role be? Please include a brief background summary for each key staff member assigned to this project and attached detailed CV’s of at least 5 people in the field of website design and development.
- (n) Provide a business profile, clearly listing names of the firm/company address, contact persons with mobile numbers and notable credentials if any.
- (o) The bidder should have a minimum of five years’ experience in developing & maintenance services of websites/portals/web applications.

6. Mandatory Administrative Documents

- (a) Bid Securing Declaration
- (b) Bid Submission Form
- (c) A written 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 as contemplated in section 138(2) of the Labour Act, 2007

7. Validity of Document

Any bid document, as a condition for its validity:

- a. Must comprise the original bid document supplied by the Procurement Management Unit and shall be duly filled in, duly signed, and date at each place (so indicated). Any annexures that a bidder submits, inclusive of all coloured brochures, shall all signed or initiated.
- b. Must be filled in and signed using indelible ink (no correction fluid or pencil may be used); if this condition is not applied such bid will be viewed as incomplete/invalid and will not be considered.
- c. All corrections made shall be crossed out an initialled next to the correction

8. Enquiries

- a) All enquiries in connection with this bid document shall be directed in writing (e-mail is acceptable) to the person(s) as listed in the invitation Letter with a cut -off date of three calendars before the bid submission deadline.
- b) Replies to enquiries will be issued to all bidders and potential bidders in the form of addenda to be initialled and submitted by bidders as part of the bid document.
- c) Any verbal information given or perceived to have been given shall not be binding to the Oshakati Town Council.

9. Site Clarification Meeting

A Site Clarification meeting shall not apply for this Contract

10. Extensions of Time

Oshakati Town Council may in its absolute discretion by written notice to all Bidders extend the submission closing time. If any bidder applies for and is granted an extension of time to lodge its submission, the extension so granted shall apply to all bidders who will be advised of the extended closing date for receipt of quotations whether their submissions have or have not been lodged. If a bidder has already lodged a submission, it may revise that submission and resubmit it no later than the extended submission closing time.

8. Addenda

Oshakati Town Council may, from time to time, clarify any aspects of the RFQ documentation, which require clarification and will issue addenda to all bidders detailing such clarifications.

9. Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Securing Declaration as per the format contained in this document.

10. Contract Period for services

The contract shall be on fixed rates for a period of 1 year from date of award.

11. Documents to be submitted

Bidders shall submit along with their quotation's documents giving company's profile, past experience and evidence of similar services provided together with customers reference details.

12. Delivery

Delivery shall commence three to four weeks after acceptance/issue of Purchase Order. Deviation in delivery if such deviation is reasonable.

13. Submission of Quotation

Quotations should be submitted to Procurement Management Unit, Oshakati Town Council, Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road, Oshakati, Namibia. not later than

Closing date: Wednesday 26 September 2024

Closing time: 12:00

- a) Quotations by e-mail would not be considered
- b) Late quotations will be rejected

14. Opening of Quotations

Quotations will be opened internally by the Oshakati Town Council. A record of the Quotation Opening Report stating the name of the bidders, and the amount quoted will be available to any bidder on request within three working days of the Opening.

15. Evaluation of Quotations

The Oshakati Town Council shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

16. Scope of Services, Specifications and Performance Standards

The Scope of Services and Performance Standards Compliance Sheet detailed in Sections III and V are to be complied with. The Specifications, Performance Requirements and Compliance Sheet details the minimum specifications of service to be rendered. The specifications have to be met but no credit will be given for exceeding the specifications.

Additional Criteria
<ul style="list-style-type: none">a) Three (3) customers' reference letters with contact details of similar service rendered.b) Submission must include a comprehensive company profile,c) NB: Service if offered based on purchase order and no advance payment will be made.

17. Prices and Currency of Payment

To ensure comparative and competitive pricing, the bidders must provide a fixed price. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted. Prices for the execution of services shall be fixed in Namibian Dollars as quoted. Quotations

shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services, and shall include all duties.

18. Labour Clause

In order to qualify for award of the Contract, bidders shall subscribe to the undertaking that the salaries and wages to be paid in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General Conditions of Contract, if it is awarded the contract or part thereof.

19. Margin of Preference

19.1. Preference to compliant and responsive bids will be given in order of the following:

Bidders applying for the Margin of Preference shall submit, evidence of:

Category	Margin of preference	Documentary evidence
Manufacturer	2%	-Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant
MSME	1%	- SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
Women owned enterprise	1%	- Ds of all shareholders - -Founding statement/company registration indicating ownership structure/shareholder certificate – - declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	2	- IDs of all shareholders - - Founding statement/company registration indicating ownership structure/shareholder certificate - –declaration indicating the percentage of Namibian youth ownership
PDP owned enterprise	2	- IDs of all shareholders - - Founding statement/company registration indicating ownership structure/shareholder certificates - - declaration indicating the percentage of Namibian PDPs ownership
Supplier promoting Environmental protection	1	- declaration and proof that the bidder meets the requirements set out in the bidding document
Service rendered by Namibian citizens	1	- declaration that the bidder employs 50% or more Namibian citizens
TOTAL	10%	

20. Language

Bidder responses shall be submitted in the English language.

21. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation, most economical beneficial to Council and qualified to perform the services shall be selected for award of contract.

Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract. Award of contract may be to multiple service providers.

22. Notification of Award and Debriefing

Oshakati Town Council shall after award of contract must promptly post a notice of award (Executive Summary Report) on its website within seven (7) days.

23. Costs

Any costs incurred by a Bidder, in the preparation and submission of its response must be borne by the Bidder.

24. Final Check

Please check that you have attached all documents, details or additional information that are related or requested in this document before submitting your responses.

NCS/RFQ/OSHTC-02/2024/2025

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

[Complete this form with all the requested details and submit it as the first page of your quotation with the Price list and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorised, it will be rejected.**]

Quotation addressed to:	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, *except for the qualified deviations [Bidder may delete this phrase in case of no deviation]* and, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instruction to Bidders.

We undertake to abide ethical conduct during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to *[forfeiture of the security amount / disqualification on the grounds mentioned in the BD]*.

The validity period of the Quotation is **days** from the date of the bid submission deadline.

We confirm that the prices quoted in the List of Goods and Price Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract prior to the expiry date of the quotation validity.

The delivery period offered from the date of issue of Purchaser Order/ Letter of Acceptance is as shown in the List of Goods items and Price Schedule.

Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./Fax	

Appendix to Quotation Letter

**BID SECURING DECLARATION
(Section 45 of Act) (Regulation
37(1)(b) and 37(5))**

Date:

Procurement Ref No.:

To:

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:

Capacity of:.....

Name:

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

Dated on _____ day of _____, _____

Corporate Seal

[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.]



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference of:.....

Procurement Description:
.....
.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:
.....

3. UNDERTAKING

I [insert full name], owner/representative

of[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

1. A labour inspector may conduct unannounced inspections to assess the level of compliance
2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: Procurement for Provision of Website Revamp Procurement Ref No. NCS/RFQ/OSHTC-02/2024/2025

INSTRUCTIONS TO THE PUBLIC BODY					INSTRUCTIONS TO BIDDERS			
At time of preparation of the RFQ, Columns A to I shall be filled in by the Public Entity. [To be filled by the Public Entity]					Bidders shall fill-in columns F, G & H and fill the total E= mark with a *if an equivalent is quoted F= Rate per unit G=Total price for one item (C x F) • If an equivalent is quoted, please attach to your quote appropriate technical information & specification Bidders shall fill in and sign the bottom section of this page			
A	B	C	D	E	F	G	H	I
Item No	Description of Goods	Quantity	Unit of measures	Country of Origin	Delivery Period) (days/month	Unit Price (N\$)	VAT (N\$)	Total Price Excl VAT (N\$)
1	Website Design & Development • Template Design (at least 3 templates design) • Site Development • Implementation	Once off	Hours Rate					
2	Hosting (3-year web hosting UNLIMITED SPACE	3 year	Annual rate					
3	Ongoing Support/Maintenance At least 5-7 changes per month of content editing,, maintenance of the website and support for the uploads (advertisement uploads, and public notices), file downloads, adding's	36 months	Monthly Rate					
4	Other (Specify)							
							Sub Total	
							VAT	
							Total	

NB: Please attach your quotation/Estimate to this document.

NAME:	POSITION:	SIGNATURE	DATE
NAME OF BIDDER:	ADDRESS:		

1. X If Price quoted is subject to change in rate of exchange at the time of delivery of goods provide details hereunder:

Currency: Exchange Rate:

If no base rate of exchange is given, the price shall be treated as firm in Namibian Dollars for all intent and purpose.

Key note: NA=Not Applicable, NQ=No Quote

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

PROJECT BACKGROUND

Oshakati Town Council seeks a redesign of the existing website, www.oshtc.na. The existing site was built in 2015; and while it has served the town council well, technology and expectations have change to enable the council to build a better site to serve the world and the Namibian community. The council is looking for a distinctive modern site to reflect the diversity, character, and uniqueness of Oshakati Town Council. It needs to be responsive for mobile devices, intuitive to easily find information and accessible (handicapped access) to the entire community and visitors.

PROJECT OBJECTIVES

Oshakati Town Council seeks a responsive, browser independent website to function as a key information resource for the community. The proposed website will use content management system (CMS) platform with a clear, intuitive, and easily searchable design so that members of the community, businesses and visitors are able to maximize their enjoyment of living, working or even visiting Oshakati town for the first time.

Oshakati Town Council provides a diverse list of services to the community. While many of the services are administered through subordinate sites, the council's website will function as a gateway and "one stop shop" to provide access to all what Oshakati town Council has to offer. Therefore, the site will provide links to external, GIS mapping information, online utility payments, and citizen reporting tools, activity registrations, engagement tools and social networking.

While there is a lot of important content on the existing site, we feel that the design and navigation of the site should also be fun. There is so much the council has to offer and we feel, through superior design, that we can convey the dynamic energy and diversity to all who visit the website.

To accomplish the above, the site must be easy to maintain and easy to update with new content. Blogs and social media should engage the public to return and seek out what is happening. Administrators in the Information Technology Department, Procurement Management Department, Public Communication Office, HR and Economic development Office Division and content editors in each of the Council's departments will all be able to add new information to the website, as needed. Since the website will require timely updates, the process to update must be simple and efficient using several sections or template types and corresponding cascading style sheets so the current and future staff will be able to easily update the content, news, calendar, building data and generally maintain the website.

Hence the successful bidder has to design three websites for the council; the process involves designing three websites by the successful bidder, with only one of them being selected to go live, because there is a need to compare different design options before finalizing the website that best meets the requirements and objectives of the project.

The process typically unfolds in the following manner:

- **Initial Briefing:** The client provides a detailed brief outlining their requirements, goals, target audience, branding guidelines, and any specific features they want to see on the website.
- **Design Phase:** The successful bidder creates three distinct website designs based on the initial briefing. Each design may vary in layout, colour scheme, typography, imagery, navigation structure, and overall aesthetic.

- **Presentation:** The three website designs are presented to the council for review and feedback. The council evaluates each design based on how well it aligns with their vision and objectives.
- **Feedback and Revisions:** Based on the council feedback, revisions may be made to one or more of the designs to address any concerns or incorporate suggested changes.
- **Selection Process:** After reviewing the revised designs, the council selects the best-suited design that aligns most closely with their requirements and preferences.
- **Finalization:** The chosen design undergoes final refinements and optimizations before being prepared for deployment.
- **Go Live:** Once all necessary adjustments have been made and approvals obtained, the selected website is launched and made accessible to users.

Website Features:

Features:

- a) **Interactive Maps:** Normal Google roadmap, erven map (possible direct link to Oshakati town Council GIS system), tourist attractions map.
- b) **Search:** Deep search for any news or document, quick contact number lookup.
- c) **Forms & uploads:** Residents' suggestions and complaints, application for water, services, business registrations, and vandalism tip-offs (+ photo uploads), etc.
- d) **Commenting:** Controlled commenting system, discussion forums etc (Facebook like).
- e) **FAQ:** Easy simple terms to explain common questionnaire like water connections, services, land zoning, building plans etc.
- f) **Microsite for Town Council & Events (Totem Expo, Mayor cup):** Projects, photo uploads, commenting (Facebook style).
- g) **Document management:** Searchable documents, Brochures, Council minutes, Newsletters, etc.
- h) **Accounts Online (Electronic statements):** Clients can view their Municipal accounts (PIN required).
- i) **E-Portals:** Info portal, Business portal, Councillors portal, Tourism portal, Department portal, and Media portal.
- j) **E-Recruitment:** Vacancies site, where job seekers register, create profiles, and upload their CVs.
- k) **News:** Unlimited news, news flash also email alert to media and subscribers on latest posted news articles.
- l) **Council's structure:** Councillors, Departments, Sections, and functions of departments.
- m) **Noticeboard:** Events and events calendar, general public notices (auto deletes when expires, also alert subscribers).
- n) **Events Calendar / Public noticeboard:** Allow residents to post notices of events (controlled).
- o) **Advertising space:** Spaces for paid advertising and publication of businesses.
- p) **Multimedia:** Video uploads.
- q) **Widgets:** Current weather, currency converter, distance calculator etc.
- r) **Photo Gallery:** Unlimited photos.
- s) **Social Media:** Linked content and update to various social media platforms.
- t) **Environmental page:** Recycling statistics corner, sustainable living corner, donation corner.
- u) **Procurement page:** Invitations for bid forms, awards, procurement plan and directives etc. (auto deletes when expires, also alert subscribers)

- v) Free Search Engine Optimization (SEO) improvements and website traffic analysis and better Google rankings.

General:

- a) **Bandwidth, server memory, scalability, and site optimisation:** The service provider will be responsible for providing acceptable bandwidth to and from the site, but not for bandwidth restrictions on the part of site users. The service provider will consult with the town council on various requirements for server memory. The service provider will ensure that the site server is scalable. The service provider will ensure that the site is optimised for speed.
- b) **Site content, URLs, metadata, and support:** Subject to capacity, the town council will place its updates and page metadata on the site. Where necessary the service provider will support the town council with updates, placement of metadata and implementation of page redirects at the request of the town council. Where necessary, the service provider will establish search friendly URLs.
- c) **Emails, dissemination, and mailing list:** Mail will be sent from the site using a version of Acymail or similar. The service provider will import mailing lists, put in place, and maintain rapid bulk email sending, provide hard and soft bounce reports and unsubscribe lists.
- d) **HTML support:** Where necessary, the service provider will provide assistance with HTML editing, including advising on tags, syntax, and tables.
- e) **Links and sections:** The service provider will open new sections at the request of the town council, particularly under horizontal bars and on upper and lower shoulders. Oshakati town Council will be enabled to create links under sections in horizontal bars. The service provider will provide search-friendly URLs where applicable.
- f) **Directories:** Where necessary, the service provider will open appropriate directories for photography and PDF documents.
- g) **Documents Download Manager and direct PDF downloads:** Documents Download Manager will be implemented as the site document manager. Documents Download Manager links will encourage a flat architecture and will initiate downloads on the page of the first use, (appearance of the link) to reduce unnecessary click-throughs. Where relevant and for expediency, direct links to PDFs may be used.
- h) **Shoulder design or Layout design:** The service provider and the town council will consult on desired upper and lower shoulder design, as well as associated plug-ins. The service provider will be responsible for implementation of functionality.
- i) **Training:** The successful bidder will familiarize the council with the back-end content editors, directories and relevant modules, plug-ins, and components to facilitate the content placement on site. The service provider may be requested to provide on-site assistance in the event of unforeseen difficulties arising.
- j) **CSS (cascading style sheets):** The service provider will be responsible for maintenance and amendment of the site CSS.

Backups

- a) **Site backups:** The service will back up the site and its module, plug-ins and or components and all data monthly. A copy of the backup will be provided to the on a monthly basis for archival purposes.
- b) **Server and OS backups:** The service provider will back up the server and or server space, the OS, 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.
- c) **Reinstallation and restoration:** The service provider will promptly reinstall and restore the website to its last previous state in the event of a crash or a security breach.
- d) **Patching and upgrades:** The service provider will promptly patch and upgrade as and when patches and or upgrades are released to prevent vulnerability exploits. Patches and

upgrades will be performed within the selected stable and supported version of CMS, deployed for the site.

- e) **Module, plug-in, or component replacement:** Where a module, plug-in or component becomes redundant, the service provider will promptly inform the council, make recommendations for replacing the module, plug-in or component and replace the module, plug-in, or component on instruction.
- f) **Server management:** The service provider will be responsible for server management and administration, on behalf of Oshakati Town Council.

Hosting and Uptime

- a) **Uptime:** The service provider will take all reasonable measures to ensure that the site is available at all times and that in the event of notification of non-availability of the site, access to the site for the public is restored.
- b) **Scalability:** The service provider will administer hosting on behalf of the council.

Other

- a) **Site traffic reporting:** The service provider will provide monthly traffic reports, including unique visitors, visitors by country, side-wide page URLs, time on site and visits by browser type.
- b) **Page traffic reporting:** The service provider will provide traffic reports on specific pages as requested by the council, including unique visitors, visitors by country, and time on specific pages.
- c) **Third party documentation:** A list of third-party providers, including hosting companies and domain registrar, will be provided to Oshakati Town Council, and will be updated as and when third parties' providers are added or removed from the suite of service provider.

Copyright and ownership

Copyright and ownership of the website and its source codes will be the property of Oshakati Town Council. All hosting, subscriptions, source codes, intellectual property rights, OS configurations, modules, plug-ins, or component in their configurations, and any other software or material as deployed on the site, will be administered on behalf of Oshakati town Council by the service provider.

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 or super-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.

Flash memory record

In the event of transfer of services to another service provider, the current service provider will handover all the most recent backups of the site, its OS, and all databases, including modules, plug-ins, or components, patches, and upgrades, 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 Oshakati Town Council.

Remuneration

- a) **Monthly maintenance fee:** A monthly maintenance fee shall be payable by Oshakati town Council to the service provider at the end of each calendar month subsequent to the month payment. The fee shall include all services rendered in terms of this SLA (service level agreement) other than those excluded below.
- b) **Modules subscriptions:** all fees for third parties' module, plug-ins, or components subscriptions shall be payable to the service provider the last day of each calendar month subsequent to the month of invoicing. Where a module, plug-in or component subscription is payable annually in advance, the payment will be made at the end of the calendar month subsequent to the month of invoice.
- c) **Certificates:** All fees for certificates shall be payable to the service provider on or before the last day of each calendar month subsequent to the of invoicing. Where certificates is payable annually in advance, the payment will be made at the end of the calendar month subsequent to the month of invoice.
- d) **Escalation of fees and payments:** The contract shall be on fixed rates for a period of 2 **year from date of award**. Additional escalation may be agreed upon between Oshakati Town Council and the service provider subject to increased workload.

Expected Activities during the Maintenance Period:

Website maintenance service (one year) is required for the developed website of OTC, which is developed using Drupal CMS, Joomla, HTML platform.

A new designing is required. The new work pages / work maximum up to 10% of the present pages.

Checking Security of the website on a regular interval and submit the reports periodically.

Backing up of NCCR Website contents in locally connected medium and in external medium.

Updating of Operating system and Drupal version as per requirement

Adding Notices, Bid/Tender, documents in respective sections.

Updating Sitemap

Bug Fixing

Maintenance of Static pages information

Checking of dead link

Uploading Content as per requirement (Content will be provided)

Content Modification on the existing website

Content modification/links on the existing website

Support for cross browser compatibility of website

Support for any functional problem of any module of website

Updating would include regular upgradation of news, reports, bid/tender announcements, vacancies/recruitment, and other relevant information etc., on daily, weekly, or monthly basis as may be required.

Regular web promotion shall be a part of this activity and shall include activities such as search engine optimization & registration and linking to related web sites and home page improvements etc. This shall also include the work of refurbishment of site at appropriate interval not less than one time per quarter during the maintenance period.

Re-design of Home Page (as and when required) and all inputs shall be provided by council staff.

Maintenance of the following features, functionalities and links already available in the website:

- i) Image Gallery
- ii) Latest News
- iii) Important Announcements
- iv) Important Links
- v) Organization Chart
- vi) Staff details
- vii) Vacancies
- viii) Download
- ix) Events date wise
- x) Bid/Tender adverts upload
- xi) Notice Board
- xii) Contact Address
- xiii) Site map
- xiv)** Right To Information (RTI) and other existing links.

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: NCS/RFQ/OSHTC-02/2024/2025

Bidders should complete columns C and D with the specification of the goods offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered.

Specifications and Compliance Sheet Authorised By:

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1	Website Design & Development <ul style="list-style-type: none"> • Template Design (at least 3 templates design) • Site Development • Implementation 		
2	Hosting (3-year web hosting 15 GB storage space)		
3	Ongoing Support/Maintenance At least 5-7 changes per month of content editing,, maintenance of the website and support for the uploads (advertisement uploads, and public notices), file downloads, adding's		
4	Ather (Specify)		
5	Features (As per specifications)		
6	General (As per specifications)		
7	Resilience (As per specifications)		
8	Backups (As per specifications)		
9	Hosting and Uptime (As per specifications)		
10	Copyright and ownership (As per specifications)		
11	Transfer of services (As per specifications)		
12	Flash memory record (As per specifications)		

Name:		Signature:	
Position:		Date:	

Authorised for and on behalf of:	Company	
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SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods - Ref. **G/RFQ-GCC** on the website of the Public Entity *www.oshtc.na* except where modified by the Special Conditions below.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: NCS/RFQ/OSHTC-02/2024/2025

The clause numbers given in the first column correspond to the relevant clause numbers of the GCC [This section is to be customised by the Public Entity to suit the requirements of the specific procurement].

Clause	Contract Data
Definitions GCC 1.1(a)	Adjudicator is Not Applicable for this contract
Definitions GCC 1.1(l)	The Member is: No Joint Ventures are allowed therefore no member(s) is applicable
Definitions GCC 1.1(o)	The Service Provider is: _____ _____
GCC 1.1 Effectiveness of Contract	The Contract shall be deemed to come into effect as from date of purchase order.
GCC 1.3.1 Intended Completion date	Unless terminated earlier pursuant to sub-clause GCC 1.7 of the Contract, the Service Provider shall complete its activities within 365.....days from the date when the purchase order was issued
GCC 1.6.1 Issue of notices	Any notice shall be sent to the following addresses: Oshakati Town Council, Procurement Management Unit Sam Nuuyoma Drive, Private Bag 5530 Oshakati Anna-Liisa Korea Head of Procurement +264 65 229500/535/536 akorea@oshtc.na/procurementunit@oshtc.na or Timoteus Amunyela timoa@oshtc.na +264 65 229500/539 For the Service Provider the address and contact name shall be: _____ _____
GCC 2.1 Effectiveness of Contract	The date on which this contract shall come into effect is 01 October 2023.
Intended Completion Date GCC 2.3	The intended completion date is 2025

GCC 2.6 Insurance and liabilities to Third Party	The amount of the Professional Indemnity Insurance Cover shall be at least: N/A
GCC 2.7 Reporting Obligations	The Service Provider shall report to: Mr. Timoteus Amunyela, ICT Officer
GCC 2.10 Performance Security	The Performance Security shall be for an amount <i>[5 to 10 %]</i> of the Contract Price or part thereof if the contract is awarded on a split basis.
Payments of Liquidated Damages GCC 3.10.1	The liquidated damages for the whole of the Works are 0.07% of the contract value per day, not exceeding N\$ 10 000-00 per day . The maximum amount of liquidated damages for the whole contract is 10% of the final contract price.
Lack of Performance Penalty GCC 3.10.3	The percentage to be used for the calculation of lack of Performance Penalty is <u>5%</u> <i>Not Applicable</i>
GCC 4.2 Contract Price	The amount in local currency in Namibian Dollar.
GCC 4.3 Terms of Payment	Payments will be made within 30 to the Service Provider after completion of the service and upon receipt of invoice days after receipt of invoice.
GCC 4.5 Price Adjustment	Prices <i>shall not be</i> ”adjustable.
Identifying Defects GCC 7.1	The following inspections shall be carried out

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.: NCS/RFQ/OSHTC-02/2024/2025**

Description	Attached	Not Attached
Quotation Letter		
Priced Activity Schedule		
Specification and Compliance Sheet		
Delivery Period		
Shall be duly filled in, duly signed, and dated at each place (so indicated)		
Indelible ink used, no correction fluid used, and all corrections crossed out and initialled or signed		
Any annexures that a bidder submits, inclusive of all coloured brochures, shall all be signed or initialled		
Bid Validity Period		
A certified copy of a valid company Registration Certificate		
An original or certified copy of a valid good Standing Tax Certificate; (Valid at the deadline of submission of bid		
An original or certified copy of a valid good Standing Social Security Certificate;(Valid at the deadline of submission of bid)		
A certified copy of a valid Affirmative Action Compliance Certificate.		
A written undertaking as contemplated in section 138(2) of the Labour Act, 2007		
A signed Bid Securing Declaration.		
A certified copy of a valid "Registration Certificate" from a Local Authority Health Department or Ministry of Health & Social Services. (Valid at the deadline of submission of bid).		

Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company, is duly authorized to do so.		
Requested certified copies of documents shall only be considered if (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963		
All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.		

Disclaimer: *The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*

Contract Agreement

THIS AGREEMENT made on the _____ day of _____ between _____ (hereinafter “**the Employer**”), of the one part, and _____ hereinafter “**the Contractor**”), of the other part:

WHEREAS the Employer desires that the Works known as _____

_____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Notification of award
- (b) the Bid
- (c) the Addenda Nos _____
- (d) the Appendix to the General Conditions of Contract
- (e) the General Conditions of Contract;
- (f) the Specification
- (g) the Drawings; and
- (h) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

Signed by: _____

For and on behalf of the Employer

In the presence of _____

Witness Name, Signature, Address, Date

Signed by: _____

For and on behalf of the Contractor

In the presence of: _____

Witness Name, Signature, Address, Date



ENVELOP COVER

REQUEST FOR QUOTATIONS FOR NON-CONSULTING SERVICES

PROVISION OF WEBSITE REVAMP, UPGRADE AND MAINTENANCE

PROCUREMENT REFERENCE NO: NCS/RFQ/OSHTC-02/2024/2025

Closing Date: Thursday 26 September 2024 at 12H00

DELIVERY ADDRESS FOR:

Oshakati Town Council

906 Sam Nuyoma Road

Private Bag 5530

Oshakati

Tel:065-229500

FROM:

COMPANYNAME: _____

CONTACT NUMBER _____

P. O. BOX: _____

CONTACT PERSON: _____

EMAIL: _____

