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MILLENNIUM CHALLENGE ACCOUNT – NAMIBIA

FUNDED BY

THE UNITED STATES OF AMERICA

THROUGH

THE MILLENNIUM CHALLENGE CORPORATION

REQUEST FOR PROPOSALS

MCAN/CIF/RFP P2.3.3.a

FOR

**Design and Development
of a new Website for
the Namibia Tourism Board (NTB)**

09 June 2009

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Letter of Invitation for Proposals

Re: Design and Development of a new Website for the Namibia Tourism Board (NTB)

RFP Ref: P2.3.3.a

1. The United States of America through the Millennium Challenge Corporation (“MCC”) and the Republic of Namibia (the “Government” or “GRN”) through the National Planning Commission (“NPC”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Namibia (the “Compact”) in the amount of approximately \$304,477,816 USD (“MCC Funding”). Millennium Challenge Account–Namibia, an organizational unit established within NPC by the Government on March 18, 2008 pursuant to Cabinet Decision Number 5th/18.03.08/004 (“MCA-Namibia”), has been designated to oversee implementation of the Compact, and intends to apply a portion of the MCC Funding to eligible payments under a contract for which the Request for Proposals is issued. Any payments made under the proposed contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC Funding and conditions to the disbursements of MCC funding. No party other than the Government and MCA-Namibia shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding.
2. The objective of the Compact program is to increase the competence of the Namibian workforce (knowledge, skills, and attitude), and increase the productivity of agricultural and non-agricultural enterprises in rural areas. The Compact program includes three main projects that will be implemented over a five year period namely: The Agriculture Project, The Tourism Project and the Educational Project as further described below:

Education Project - \$144.9 million – The objective of the Education Project is to alleviate workforce quality constraints to private-sector led growth by enhancing the equity and effectiveness of basic, vocational and tertiary education.

Agriculture Project - \$46.9 million – The objective of the Agriculture Project is to increase the total value added from livestock in the northern communal areas of Namibia and to increase income from indigenous natural products accruing to the

poor nationwide.

Tourism Project - \$66.9 million – The objective of the Tourism Project is to grow the Namibian tourism industry with a focus on increasing income in households in communal conservancies.

3. This Invitation for Proposals follows the General Procurement Notice that appeared in dgMarket on 19 February 2009, UNDB Online on 19 February 2009, MCA Namibia website www.mcanamibia.org on 19 February 2009, and local newspapers New Era on 19 February 2009.
4. MCA Namibia now invites proposals to provide the consultant services referenced above (“Proposals”). More details on these consultant services are provided in the Terms of Reference.
5. The Request for Proposal (“RFP”) is open to all eligible entities or persons (“Consultants”) who wish to respond. Consultants may only associate with each other in the form of a joint venture or in a sub-consultancy agreement to complement their respective areas of expertise to enhance their capacity to successfully carry out the assignment and so long as any association is otherwise formed in accordance with the terms of the RFP.
6. A Consultant will be selected under the **QCBS**, the evaluation procedure for which is described in sections of the RFP in accordance with “MCA-Namibia Program Procurement Rules” which are annexed to the Compact provided on the MCA Namibia website www.mcanamibia.org and the MCC website at www.mcc.gov

The RFP Document includes the following Sections:

Section 1 Instructions to Consultants

This section provides information to help potential Consultants prepare their Proposals; it also provides information on the submission, opening, and evaluation of Proposals and on the award of the proposed contract.

Section 2 Proposal Data Sheet

This section includes provisions that are specific to this procurement and that supplement Section 1, Instructions to Consultants.

Section 3 Qualification and Evaluation Criteria

This section specifies the qualifications required of the Consultant and the criteria to be used to evaluate the Proposal.

Section 4A Technical Proposal Forms

This section provides the Technical Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal.

Section 4B Financial Proposal Forms

This section provides the Financial Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant's total Proposal.

Section 5 Contract Forms:

- I Contract Agreement
- II General Conditions of Contract
- III Special Conditions of Contract
- IV Appendices

Section 6 Terms of Reference

This section includes the detailed Terms of Reference for this procurement that describe the nature, tasks and duties of the consultant services to be procured.

7. Consultants interested in submitting a Proposal should register their interest by sending an e-mail, giving full contact details of the Consultant, to procurement.agent@mcanamibia.org
8. A pre-Proposal meeting will not be held.
9. The closing time for receipt of Proposals is **Thursday 09 July 2009** at **13:00hrs** local time in Namibia. Proposals received after this time and date shall not be considered and will be returned unopened. Consultants should be aware that distance and customs formalities may require longer than expected delivery time.

Yours sincerely,

Penny Akwenye

Chief Executive Officer

MCA- Namibia

Section 1 Instructions to Consultants

Definitions

- (a) “associate” means any entity or person with whom the Consultant associates in order to provide any part of the Services.
- (b) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of Namibia, acting through NPC, entered into on July 28, 2008, as may be amended from time to time.
- (c) “CIF” means Compact Implementation Funding made available under the Compact to facilitate certain aspects of Compact implementation which is more fully described in the Compact.
- (d) “confirmation” means confirmation in writing.
- (e) “Consultant” means any entity or person that may provide or provides the Services to MCA Namibia under the Contract.
- (f) “Contract” means the contract proposed to be entered into between MCA Namibia and the Consultant, including all attachments, appendices, and all documents incorporated by reference therein, a form of which is included in Section 5 of this RFP.
- (g) “day” means a calendar day.
- (h) “FBS” means Fixed Budget Selection method.
- (i) “Financial Proposal” has the meaning given the term in ITC Sub-Clause 3.6.
- (j) “Fraud and Corruption” means any of those actions defined in the GCC (including the phrases “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” and “prohibited practice” as defined in GCC Sub-Clause 1.1, according to which action may be taken against the Consultant, Personnel or MCA Entity personnel.
- (k) “GCC” means the General Conditions of Contract.
- (l) “General Provisions Annex” means MCC’S “*General Provisions Annex*” which may be found on the MCC website at www.mcc.gov/guidance/compact/general_provisions.pdf.

- (m) "Government" means the Government of Namibia.
- (n) "Instructions to Consultants" or "ITC" means Section 1 of this RFP, including any amendments, which provides Consultants with all information needed to prepare their Proposals.
- (o) "in writing" means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt.
- (p) "Key Professional Personnel" means the key professional personnel nominated pursuant to ITC Sub-Clause 3.4(d).
- (q) "LOI" means (Section 1 of this RFP) means letter of Invitation being sent by MCA-Namibia to those consultants that register with MCA-Namibia prior to submitting a Proposal.
- (r) "LCS" means Least Cost Selection method.
- (s) "MCA Namibia" means Millennium Challenge Account Namibia, an organisation unit established within the NPC by Government on March 18 2009 pursuant to Cabinet Decision Number 5th/18.03.08/004.
- (t) "MCA-Namibia Procurement Rules" means the principles, rules and procedures that shall govern the conduct and administration by MCA-Namibia of the procurement of goods, works and services (consultant and non-consultant) that need to be acquired to implement the Compact funded projects, which rules are attached as Annex VI to the Compact.
- (u) "MCC" means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (v) "NAD" means Republic of Namibian Dollars
- (w) "PDS" means the Proposal Data Sheet, in Section 2 of this RFP, used to reflect specific country and assignment conditions.
- (x) "Personnel" means professionals and support staff provided by the Consultant, or by any Sub-Consultants, or associates that are assigned to perform the Services or any part thereof.
- (y) "Pre-Proposal Meeting" means the pre-proposal meeting specified in the **PDS**, if any.
- (z) "Proposal" means the Technical Proposal and the

Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.

- (aa) “Program” means the program to achieve the goals and objectives of the Compact as set forth in Compact
- (bb) “Program Implementation Agreement” means the Program Implementation Agreement entered into between the Government and MCC (on behalf the United States Government), which sets forth, among other things, the implementation arrangements, including fiscal accountability and disbursement mechanisms, for the implementation of the Program.
- (cc) “QBS” means Quality-Based Selection method.
- (dd) “QCBS” means Quality and Cost-Based Selection method.
- (ee) “RFP” means this Request for Proposals, including any amendments that may be made, prepared by MCA Namibia for the selection of the Consultant.
- (ff) “SCC” means the Special Conditions of Contract.
- (gg) “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- (hh) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (ii) “Taxes” has the meaning given the term in the Compact.
- (jj) “TEP” means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.
- (kk) "Technical Proposal" has the meaning given the term in ITC Sub-Clause 3.4.
- (ll) “Terms of Reference” or “TOR” means the document included in this RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of MCA Namibia and the Consultant, and expected results and deliverables of the assignment.
- (mm) “USD” means United States of America Dollars

1. Introduction

1.1 MCA-Namibia will select a Consultant in accordance

with the selection method specified in the **PDS**.

- 1.2 Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
- 1.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as specified in the **PDS**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit MCA Namibia before submitting a Proposal and to attend a Pre-Proposal Meeting if one is specified in the **PDS**. Attending any Pre-Proposal Meeting is strongly advised, but not mandatory. Attending any Pre-Proposal Meeting and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.
- 1.5 MCA Namibia will timely provide, at no cost to the Consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.
- 1.6 Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation.
- 1.7 MCA Namibia is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to any Consultant.

Conflict of Interest

1.8 MCA Namibia requires that Consultants provide professional, objective, and impartial advice and at all times hold MCA Namibia's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.

1.8.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:

Conflicting Activities

(a) A Consultant that has been engaged by MCA Namibia to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignments

(b) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for MCA Namibia or for another client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question.

Conflicting
Relationships

- (c) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) that have a business or family relationship with a member of MCA Namibia's board of directors or MCA Namibia staff, or with the Procurement Agent or Fiscal Agent (as defined in the Compact or related agreements) hired by MCA Namibia who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC throughout the selection process and the execution of the Contract.
- 1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of MCA Namibia, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the Contract.
- 1.8.3 No member of MCA Namibia's board of directors or current employees of MCA Namibia shall work as, or on behalf of, any Consultant.
- 1.8.4 No current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies.
- 1.8.5 Recruiting former MCA Namibia or Government employees to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- 1.8.6 If a Consultant nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to MCA Namibia by the Consultant as part of its Technical Proposal.

- 1.8.7 In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-Clauses 1.8.3 – 1.8.6, who may have left MCA Namibia within a period of less than twelve (12) months of the date of this RFP, it must obtain a “no-objection” from MCA Namibia for the inclusion of such a person, prior to the Consultant’s submission of its Proposal.
- Unfair Advantage
- 1.8.8 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, MCA Namibia shall make available to all Consultants, together with this RFP, all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- Fraud and Corruption
- 1.9 MCC requires that all beneficiaries of MCC Funding, including MCA Namibia and any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, MCA Namibia:
- (a) will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
 - (b) as the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time it determines that the Consultant has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing such a contract; and
 - (c) has the right to require that a provision be included in the Contract requiring the selected Consultant to permit MCA Namibia, MCC, or any designee of MCC, to inspect its accounts, records and other documents relating to the submission of a Proposal or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by MCA Namibia with the approval of MCC.

In addition, MCC has the right to cancel the portion of MCC Funding allocated to the Contract if it determines at

any time that representatives of a beneficiary of the MCC Funding engaged in Fraud and Corruption during the selection process or the execution of the Contract, without MCA Namibia or the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

MCC may also invoke, on its own behalf, any of the rights identified for MCA Namibia in ITC Sub-Clause 1.11(a)-(c) above.

Eligibility

- 1.10 Consultants (including their associates, if any), their Sub-Consultants and Personnel, shall satisfy the eligibility criteria set forth below, as applicable.

Ineligibility and
Debarment

- 1.10.1 Consultants (including their associates, if any), their Personnel and Sub-Consultants shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with ITC Sub-Clause 1.8, or that have been declared ineligible for participation in a procurement in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled “*Excluded Parties Verification Procedures in MCA Namibia Program Procurements*” that can be found on MCC’s website at www.mcc.gov. This would also remove from eligibility for participation in a procurement any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United States. As of the date of this Request for Proposals, those countries are **Cuba, Iran, North Korea, Sudan and Syria**. However, the countries subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the web sites identified in the guidance paper referenced above for the most current listing of sanctioned and restricted countries.

Consultants (including their associates, if any), their Personnel and Sub-Consultants not otherwise made ineligible for a reason described in the immediately preceding paragraph shall be excluded if:

- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of such Consultant, associates, Personnel or Sub-Consultants;

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of such Consultant, associates, Personnel or Sub-Consultants or any payments to persons or entities in such country; or
 - (c) such Consultant, associates, Personnel or Sub-Consultants are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on the MCC website at www.mcc.gov.
- Qualification and Eligibility of Consultants

 - 1.10.2 Consultants must satisfy the legal, financial and litigation criteria requirements stated in Paragraphs 3.1 to 3.3 of Section 3 of this RFP.
 - 1.10.3 Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.
- Eligibility of Associates

 - 1.10.4 In the case where a Consultant intends to associate with another Consultant and/or individual expert(s), then such associates shall also be subject to the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.
- Eligibility of Government-owned Entities

 - 1.10.5 Government-owned entities in Namibia shall be eligible to be Consultants only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not a dependent agency of MCA Namibia. As an exception to these eligibility requirements for Government-owned entities, Government-owned universities or research centers are eligible to be Consultants.
- Commissions and Gratuities

 - 1.11 A Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this RFP or its Proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4B).
- Origin of Goods and Consulting

 - 1.12 Goods supplied and consulting services provided under

- Services the Contract may originate from any country subject to the same restrictions specified for Consultants (including their associates, if any), their Personnel and Sub-Consultants set forth in ITC Sub-Clause 1.10.
- Only one Proposal 1.13 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Proposal.
- Proposal Validity 1.14 The **PDS** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professional Personnel nominated in the Proposal. MCA Namibia will make its best effort to complete negotiations within this period. Should the need arise, however, MCA Namibia may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Source of Funds; Compact Terms and Conditions 1.15 MCC and the Government have entered into the Compact to help facilitate poverty reduction through economic growth in Namibia. The Government, acting through MCA Namibia, intends to apply a portion of the proceeds of MCC Funding to eligible payments under the Contract. Payments under the Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC Funding and conditions to disbursements. No party other than the Government and MCA Namibia shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding. The Compact and its related documents are available at www.mcc.gov or at the website of MCA Namibia at www.mcanamibia.org.
2. Clarification and 2.1 Consultants may request a clarification of the RFP

- | | |
|-----------------------------|---|
| Amendment of RFP Document | <p>documents up to the number of days indicated in the PDS before the Proposal submission date. Any request for clarification must be sent in writing or by email or fax to MCA Namibia at the address indicated in the PDS. MCA Namibia will respond in writing or by email or fax and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all Consultants by the date specified in the PDS.</p> <p>2.2 Should MCA Namibia deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC Sub-Clause 2.4.</p> <p>2.3 At any time prior to the deadline for submission of Proposals, MCA Namibia may, for any reason and at its sole discretion, amend the RFP by issuing an amendment following the procedure under ITC Sub-Clause 2.4.</p> <p>2.4 Any amendment issued under ITC Sub-Clauses 2.2 or 2.3 shall (a) become a part of the RFP and (b) be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from MCA Namibia, as the case may be.</p> <p>2.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals, MCA Namibia may, at its discretion, extend the deadline for the submission of Proposals</p> |
| 3. Preparation of Proposals | <p>3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and MCA Namibia, shall be written in English.</p> <p>3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.</p> <p>3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <p style="padding-left: 40px;">(a) In the case where there has been no shortlisting of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as</p> |

the leader of the joint venture.

In the case where there has been shortlisting of Consultants, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultant(s) if so indicated in the **PDS**. A shortlisted Consultant must first obtain the approval of MCA Namibia if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- (b) The estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be shown in the **PDS**. However, the evaluation of the Proposal shall be based on the number of person-months estimated by the Consultant.

For fixed-budget-based assignments, the available budget is given in the **PDS**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- (c) Alternative Key Professional Personnel shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position indicated in the TOR.

Technical Proposal Format and Content

- 3.4 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section 4A (the “Technical Proposal”). A page is considered to be one printed side of A4 or US letter-size paper.

- (a) Information on the Consultant’s financial capacity is required (Form TECH-2 of Section 4A). A brief description of the Consultants’ organization and an outline of recent experience of the Consultant and of each associate, if any, on

assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section 4A). For each assignment, the outline should indicate the names of associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by MCA Namibia. References of the Consultant are also required (Form TECH-5 of Section 4A).

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by MCA Namibia (Form TECH-7 of Section 4A).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided (Form TECH-6 of Section 4A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section 4A) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-8 of Section 4A).
- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section 4A). The person-months input should be indicated separately

for home office and field activities, and for foreign and local professional staff.

(f) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section 4A).

(g) A detailed description of the proposed methodology and staffing for training, if the **PDS** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information other than the required information in Form TECH-2. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.

Financial Proposals

3.6 The Consultant's financial proposal shall be prepared using the forms provided in Section 4B (the "Financial Proposal"). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants' home office) and travel expenses, if indicated in the **PDS**. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.

Taxes

3.7 Except as may be exempt pursuant to the Compact, a Consultant (including its associates, if any), Sub-Consultants, and their respective Personnel shall be subject to certain Taxes (as defined in the Compact) under applicable law (now or hereafter in effect). In addition, even where the Compact provides exemption, the exemption may be implemented through the payment and reimbursement of the relevant Taxes; and in some cases reimbursement may be made to MCA-Namibia and the Program only. In all cases, the Consultant (including its associates, if any), Sub-Consultants and their respective Personnel shall pay all such Taxes. In the event that any Taxes are imposed on the Consultant, its associates, Sub-Consultants or their respective Personnel, the Contract price shall not be adjusted to account for such Taxes. MCA-Namibia shall have no obligation to pay or compensate the Consultant, its associates, Sub-Consultants or their respective Personnel for any Taxes. For the avoidance of doubt,(A) the Consultant (including its associates, if any), Sub-Consultants and their respective Personnel will be subject to the applicable law regarding the following

Taxes, and the Consultant (including its associates, if any), Sub-Consultants and their respective Personnel are not exempt from such Taxes pursuant to the provisions of the Compact: income and profit Taxes (including individual and corporate), transfer duty Taxes, stamp duty Taxes, fuel levies, motor vehicle Taxes and rates and Taxes; and (B) in the case of value-added Taxes, each of the Consultant (including its associates, if any), its Sub-Consultants and their respective Personnel, who is registered in Namibia as a payer of value-added Taxes (i) may invoice MCA-Namibia for value-added Taxes associated with work performed under the Contract and process value-added Tax returns for inputs associated with such work and (ii) may receive Tax exemption from import customs and value-added Taxes on supplies, goods and services imported for work performed under the Contract if such goods, supplies or services are consigned to MCA-Namibia.

Currencies

3.8 Consultants must submit their Financial Proposals in the currency or currencies specified in the **PDS**.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment should be listed in the Financial Proposal Form FIN-1 of Section 4B.

4. Submission, Receipt, and Opening of Proposals

4.1 The following applies to the “**ORIGINAL**” of the Technical Proposal, and of the Financial Proposal. The “**ORIGINAL**” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “**ORIGINAL**”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1).

4.2 If required in the **PDS**, the authorized representative of the Consultant signing the “**ORIGINALS**” of the Technical and of the Financial Proposal shall provide within the Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “**ORIGINALS**” on behalf of the Consultant, and its associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked

“ORIGINAL”.

- 4.3 Copies of the Technical Proposal and the Financial Proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked **“COPY”**. It is preferred that all copies required should be made by photocopying the **“ORIGINAL”** as appropriate. However, the Consultant should note that if copies are made by any other means and discrepancies are found between the original and any of the copies of the relevant documents, then the **“ORIGINAL”** shall govern.
- 4.4 The **“ORIGINAL”** and each **“COPY”** of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked **“Technical Proposal”**. Similarly, the **“ORIGINAL”** and each **“COPY”** of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked **“Financial Proposal”**.

Each envelope/parcel shall bear the name and address of MCA Namibia as stated in the **PDS** (ITC Sub-Clause 4.4), the name and address of the Consultant (in case they have to be returned unopened, and the Name of the Assignment as stated in the **PDS** (ITC Sub-Clause 1.3).

In addition, the envelope/parcel containing the original and copies of the Financial Proposal shall be marked with a warning **“Do Not Open With the Technical Proposal.”** If the Financial Proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked **“Do Not Open, Except In Presence of the Official Appointed, Before 14:00 HRS ON 09 JULY 2009** as indicated in the **PDS**. MCA Namibia shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause

for Proposal rejection.

4.5 Proposals must be received by MCA Namibia at the address and no later than the time and on the date specified in the **PDS**, or any extension of this date in accordance with ITC Sub-Clause 2.5. Any Proposal received by MCA Namibia after the deadline for submission shall be declared late, rejected and returned unopened to the Consultant.

4.6 MCA Namibia shall open the outer envelopes/cartons as soon as possible after the deadline for submission and sort the Proposals into Technical Proposals or Financial Proposals as appropriate. The Technical proposals will be opened as specified in the **PDS**. The envelopes with the Technical Proposals shall remain sealed until the TEP is ready to convene. MCA Namibia shall ensure that the Financial Proposals remain sealed and securely stored until such time as the public opening of Financial Proposals takes place.

5. Proposal Evaluation 5.1 From the time Proposals are opened to the time the Contract is awarded, Consultants may not contact MCA Namibia on any matter related to its Technical Proposal or Financial Proposal. Any effort by a Consultant to influence MCA Namibia in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant's Proposal.

Evaluation of Technical Proposals 5.2 The TEP shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section 3. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **PDS**.

Evaluation of Financial Capacity 5.3 Financial Capacity: The Consultant's financial capability to mobilize and sustain the Services is imperative. In its proposal the Consultant is required to provide information on its financial and economic status. The information required should be completed using the Form-TECH-2. This requirement is met by the

submission of **one of the following**: 1) audited financial statements for the last three years, supported by audit letters, 2) certified financial statements for the last three years, supported by tax returns or 3) a copy of the Consultant's Dun and Bradstreet "Business Information Report" (BIR). The Dun and Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant: "I certify that the attached Business Information Report has been issued by Dun and Bradstreet within 30 days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge." The statement must be signed by an authorized representative of the Consultant. If the proposal is submitted by a joint venture, all parties in the joint venture are required to submit their financial statements or D&B "Business Information Report". The reports should be submitted in the order of the partner's significance in the partnership, greatest to least.

- 5.4 A Consultant that fails to demonstrate through its financial statements or Business Information Report that it has the financial capacity to perform the required services may be disqualified at the discretion of MCA-Namibia. MCA-Namibia, at its discretion, may ask for clarifications or additional information regarding the information provided in Form TECH-2.
- 5.5 The outcome of the Financial Capacity evaluation is a **clear YES or NO**. Any Consultant that receives a NO shall not be evaluated further and its Financial Proposal shall be returned unopened.

Financial Proposals
(only for QBS)

- 5.6 Following the ranking of Technical Proposals, and after receiving a "no objection" from MCC (if applicable), when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Proposal and the Contract in accordance with the instructions given under ITC Sub-Clause 6.1.

Financial Proposals
(only for QCBS, FBS,
LCS)

- 5.7 Following completion of the evaluation of Technical Proposals, and after receiving a "no objection" from MCC (if applicable), MCA Namibia shall notify all Consultants who have submitted Proposals of (a) those Proposals which were considered non-responsive, (b) the technical scores of those Proposals which were deemed

responsive and (c) to those who achieved the minimum qualifying mark, the date, time and location for the opening of the Financial Proposals.

The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be returned unopened after MCA Namibia has completed the selection process.

- 5.8 Financial Proposals shall be opened publicly in the presence of those Consultants' representatives who choose to attend at the date, time and location stated in the notice issued pursuant to ITC Sub-Clause 5.4. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the record shall subsequently be sent to those Consultants whose Financial Proposals were opened and to MCC.
- 5.9 The TEP will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in this respect. If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date indicated in the **PDS**.
- 5.10 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The

financial scores (Sf) of the other Financial Proposals will be computed as indicated in Section 3: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in Section 3. $S = S_t \times T\% + S_f \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

5.11 In the case of Fixed-Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), MCA Namibia will select the lowest priced proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to ITC Sub-Clause 5.6 shall be considered, and the selected firm invited for negotiations.

5.12 Prior to execution of a contract, MCA Namibia shall reserve the right to conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of MCA Namibia. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, MCA Namibia may also verify any information provided on Form TECH-5 in the proposal. A negative determination in the post-qualification could lead to the rejection of the Proposal and MCA Namibia may, at its discretion, move to invite the next-ranked Consultant for negotiation.

6. Negotiations

6.1 Negotiations will be held at the address indicated in the **PDS**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in MCA Namibia proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have

written authority to negotiate and conclude the Contract on behalf of the Consultant.

- Technical Negotiations 6.2 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) work plan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.

MCA Namibia and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from MCA Namibia to ensure satisfactory implementation of the assignment.

MCA Namibia shall prepare minutes of negotiations which will be signed by MCA Namibia and the Consultant.

- Financial Negotiations 6.3 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local Tax amount to be paid by the Consultant under the Contract. In no event, shall MCA Namibia be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

- Availability of Professional Staff/Experts 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, MCA Namibia expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal. Before Contract negotiations, MCA Namibia will require assurances that the proposed Key Professional Personnel will be actually available.

During Contract negotiations, MCA Namibia will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of

the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

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|--------------------------------|-----|--|
| Conclusion of the Negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract and Appendices, following which MCA Namibia and the Consultant will initial the agreed Contract. If negotiations fail, MCA Namibia will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After the award of Contract, MCA Namibia shall publish on its website, at dgMarket and at UNDB online the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. After Contract signature, MCA Namibia shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the PDS . |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government's, MCA Namibia's and MCC's antifraud and corruption policies. |
| 9. Bid Challenge System | 9.1 | Any Consultant has the right to complaint and appeal, but must do so in the manner and format set down in the bid challenge system published on MCA Namibia's website www.mcanamibia.org . MCA-Namibia shall entertain a complaint from any Respondent that claims to have suffered or that may suffer, loss or injury due to a breach of duty by MCA-Namibia in the conduct of this selection process. Any complaint shall be submitted in writing (may be in electronic form) to MCA-Namibia |

within 5 working days of when the Respondent submitting the complaint became aware, or should have become aware, of the circumstances giving rise to the complaint. Unless the complaint is resolved by mutual agreement, MCA-Namibia shall, within 15 days after submission of the complaint, issue a written decision stating the reasons for the decision and, if the complaint is upheld in whole or in part, indicating the corrective measures that are to be taken. The complaint shall be addressed to the following address:

MCA-Namibia

Atlas House, 6th Floor

117 Sam Nujoma Drive

Windhoek

Namibia

Attention: Johann Botha, Procurement Director

Tel: +264 (61) 410 410

E-mail: info@mcanamibia.org

Fax: +264.61.410 415

A Respondent may seek review by MCC only after it has exhausted all remedies with MCA-Namibia. MCC's review will be limited to complaints that MCA-Namibia failed to entertain its complaint, or failed to issue a written decision on the complaint, or claims that MCA-Namibia violated the MCA-Namibia Procurement Rules. The appeal to MCC must be received in writing (may be in electronic form) within 5 working days of the date the Respondent learned or should have learned of an adverse decision by MCA-Namibia or other basis of appeal to MCC. The appeal shall be addressed to the following address:

Millennium Challenge Corporation

Attention: Vice President for Compact Implementation

(copy to the Vice President and General Counsel)

875 Fifteenth Street, N.W.

Washington, DC 20005

United States of America

Fax: (202) 521-3700

Email: VPImplementation@mcc.gov
VPGeneralCounsel@mcc.gov

10. Compact
 Conditionalities
 - 10.1 Consultants are advised to examine and consider carefully the provisions that are set forth in Appendix G to the Contract, as these are a part of the Government's and MCA Namibia's obligations under the Compact and related agreements, which, under the terms of the Compact and related agreements, are required to be transferred onto any Consultant (including any associate) or Sub-Consultant who partakes in procurement or subsequent contracts in which MCC funding is involved.
 - 10.2 The provisions set forth in Appendix G to the Contract apply both during the RFP procedures and throughout the performance of the Contract.

Section 2 Proposal Data Sheet

ITC 1.1	The method of selection is the QCBS method.
ITC 1.3	The Name of the assignment is: DESIGN AND DEVELOPMENT OF A NEW WEBSITE FOR THE NAMIBIA TOURISM BOARD (NTB)
ITC 1.4	A Pre-Proposal Meeting will not be held.
ITC 1.5	MCA-Namibia does not anticipate providing facilities or services to the Consultant in connection with the Consultant's performance of this contract.
ITC 1.14	Proposals must remain valid for ninety (90) days after the deadline for the submission of Proposals specified in PDS ITC 4.5.
ITC 2.1	Clarifications may be requested by e-mail not later than 25 June 2009 which is 14 days before the deadline for submission of the Proposals, so that responses can be issued to all Consultants not later than 02 July 2009 which is 7 days prior to the deadline for submission of Proposals. The address for requesting clarifications is: The Procurement Agent C/O MCA Namibia 3rd Floor, Atlas House Room 10 117 Sam Nujoma Drive Email : procurement.agent@mcanamibia.org
ITC 3.1	Technical and Financial Proposals shall be submitted in English .
ITC 3.3 (a)	This doesn't apply as there was no shortlist made for this RFP.
ITC 3.3(b)	The estimated total number of person-months for Key Professional Personnel required for the assignment by labor category is to be indicated in your completed Form TECH-9. The level of effort indicated in this form must support the proposed team composition and task assignments indicated in your completed Form TECH-8, the proposed work and delivery schedule indicated in your completed Form TECH-10, and the approach, methodology, and work plan you describe in your completed Form TECH-6. These will be evaluated for the extent to which they collectively describe a credible approach for

	effectively and efficiently satisfying the requirements described in the Terms of Reference.
ITC 3.4(g)	Training is a specific component of this assignment.
ITC 3.6	Per diem and in-country travel will be included in the total price in form FIN-2.
ITC 3.8	Consultants must submit Financial Proposals in: USD <u>or</u> Namibian Dollars at the discretion of the Consultant. No other currency or combination of currencies is allowed.
ITC 4.2	Written Power of Attorney required Yes [X] No []
ITC 4.3	A Consultant must submit one (1) original and four (4) copies of both the Technical Proposal and the Financial Proposal in the language(s) specified in PDS ITC 3.1. The Technical Proposal envelope shall also contain a CD with a soft copy of the Technical proposal.
ITC 4.4	The address for the submission of Proposals is: Procurement Agent Manager MCA Namibia 3rd Floor, Atlas House Room 10 117 Sam Nujoma Drive, Windhoek, Namibia Email: procurement.agent@mcanamibia.org
ITC 4.5	Proposals must be submitted no later than 13:00hrs (local time in country), Namibia on Thursday 09 July 2009.
ITC 4.6	Technical Proposals will be opened publicly.
ITC 5.2	The minimum technical score St required to pass is 70 points out of 100 possible points.
ITC 5.6	The single currency for price conversions is USD for the purposes of evaluation. The source of official selling rates for evaluation purposes is: Bank of Namibia. The date of the exchange rate for evaluation purposes is the date seven (7) days prior to the deadline for submission of the Proposal.
ITC 5.12	The criteria for post-qualification requirements are: 1. Market-reasonableness of prices offered. 2. Verification of information provided on Tech Forms 2, 4 and 5.

Section 2: Proposal Data Sheet

ITC 6.1	The expected date for Contract negotiations is 14 days after the opening of the Financial Proposals and will be held at the MCA Namibia Boardroom on 6 th Floor.
ITC 7.2	The date for commencement of the Services is the effective date of the Contract and the location is the Consultant's Home Office, provided that the Consultant shall undertake a first field visit to Windhoek within two weeks from the effective date.

Section 3 Qualification and Evaluation Criteria

3.1 Legal Status

The Consultant shall attach to form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status, as well as any other document showing that it intends to associate, or it has associated with, the other associates who are submitting a joint proposal. In case the Consultant is a joint venture, letters of incorporation, or other such documents, shall be attached for all associates of the joint venture.

3.2 Financial Criteria

The Consultant shall provide evidence showing that its liquid assets and access to credit facilities are adequate for this Contract, as indicated in Form TECH-2.

3.3 Litigation Criteria.

The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Consultant over the last five (5) years, as indicated in Form TECH-2. A consistent history of awards against the Consultant or existence of high value dispute, which may threaten the financial standing of the Consultant, may lead to the rejection of the Proposal.

3.4 Evaluation Criteria

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 5.2	Criteria, sub-criteria	Points
	1. Organizational Capability and Experience of the Consultant	
	Evidence of organizational capability and relevant experience in the execution of projects of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed provided in Form TECH-4. The evidence shall include successful experience as the prime consultant in the execution of at least 2 projects of a similar nature and complexity during the last 5 years. In accordance with the MCA Namibia Procurement Guidelines, the Consultant's past performance on MCC funded contracts will be considered as a criterion in MCA Namibia's evaluation of the Consultant's Technical Proposal. MCA Namibia reserves the right to contact the Form Tech-5 References as well as other sources to check references and past performance.	

	Organizational capability	10
	General experience in website design and implementation	15
	Regional experience in Southern Africa/Namibia	5
	Total Points for this criterion	30
	2. Approach, Methodology and Work Plan	
	Proposed approach, methodology & and incorporation of NTB priorities in the work plan.	20
	Proposed project organization, logistics and staffing	10
	Proposed approach to the training of NTB staff	10
	Total Points for this criterion	40
	3. Key Professional Personnel Qualifications for the Assignment	
	Project Manager	10
	Solutions Architect	10
	Key trainer	10
	Total Points for this criterion	30
	<u>Total Points for the three (3) Criteria</u>	<u>100</u>
	THE MINIMUM TECHNICAL SCORE (ST) REQUIRED TO PASS IS:	<u>70</u>
ITC 5.7	The formula for determining the financial scores is the following:	

	$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the Proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.8$ and $F = 0.2$	
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Section 4 A: Technical Proposal Forms

TECH-1	Technical Proposal Submission Form
TECH-2	Financial Capacity of the Consultant
TECH-3	Organization of the Consultant
TECH-4	Experience of the Consultant
TECH-5	References of the Consultant
TECH-6	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-7	Comments and Suggestions
TECH-8	Team Composition and Task Assignments
TECH-9	Staffing Schedule
TECH-10	Work and Deliverables Schedule
TECH-11	Curriculum Vitae (CV) of Proposed Key Professional Personnel

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Technical Proposal and therefore should not appear on the Technical Proposal to be submitted.

Form TECH-1. Technical Proposal Submission Form

[Location, Date]

Mr. Johann Botha

Procurement Director-MCA

Dear Sir,

Re: [insert title of assignment]

RFP Ref: [insert reference as shown on cover page]

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in association with:

[Insert a list with full name and address of each Associated Consultant].¹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We are attaching herewith information to support our eligibility in accordance with Section 3 of the RFP.

If negotiations are held during the initial period of validity of the Proposal, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFP.

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

Yours sincerely,

Authorized Signatory

Name and title of Signatory

¹ [Delete in case no association is foreseen.]

Name of Consultant

Address of Consultant

Annexes:

- 1.** Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its associates;
- 2.** Letter(s) of Incorporation (or other documents indicating legal status); and
- 3.** Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).

Form TECH-2. Financial Capacity of the Consultant

The Consultant's financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Consultant is required to provide information on its financial status. This requirement can be met by submission of one of the following:

- 1) audited financial statements for the last three (3) years, supported by audit letters,
- 2) certified financial statements for the last three (3) years, supported by tax returns, or
- 3) a copy of the Consultant's Dun & Bradstreet "Business Information Report" (BIR).

The Dun & Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant:

"I certify that the attached Business Information Report has been issued by Dun & Bradstreet within thirty (30) days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge"

The statement must be signed by the authorized representative of the Consultant.

If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements or Dun & Bradstreet BIRs. The reports should be submitted in the order of the associate's significance in the joint venture, greatest to least.

Additionally, the following financial data form shall be filled out for the Consultant and all named associates. MCA Namibia reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

Financial Information (US\$ X,000's)	Historical information for the previous three (3) years (most recent to oldest or equivalence in (US\$ X,000's)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			
(5) Total Revenue (TR)			

(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

[Provide information on current or past litigation or arbitration over the last five (5) years as shown in the form below.]²

Litigation or arbitration in the last five (5) years: No:_____Yes:_____ (See below)

Litigation and Arbitration During Last Five (5) Years

Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent
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² This information will be required only if the value of the procurement is over 8 million USD

Form TECH-3. Organization of the Consultant

[Provide a brief description of the background and organization of your firm/entity and of each associate for this assignment. Include the organization chart of your firm/entity. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the Consultant's Project Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel at short notice. Further, the Consultant must nominate a home-office project director who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV (using Form TECH-11). Also, list the number of web developers in your firm

Maximum 10 pages, not counting the CV of home-office project director]

Form TECH-4. Experience of the Consultant

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFP. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

Maximum 20 pages]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Name of Firm: _____

Form TECH-5. References of the Consultant

[Provide contact information for at least three (3) references that can provide substantial input about:

- (a) The type of work performed
- (b) Confirm the quality of the work experience listed in Form TECH-4.

References details must include the following:

- (a) Name of the firm
- (b) Name of Contact and Position
- (c) Physical Address
- (d) Telephone
- (e) Fax
- (f) Email

MCA Namibia reserves the right to contact other sources as well as to check references and past performance.³

[Maximum 3 pages]

³ Beginning in April of 2008, there will be a formal mechanism for reporting and sharing past performance information on all MCC-funded projects. This mechanism is detailed in the guidance paper entitled “[Reporting and Considering Past Performance by Contractors in The MCA Entity Program Procurements](http://www.mcc.gov)” and can be found at www.mcc.gov.

Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment

In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the TEP that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Proposal should be divided into the following five (5) chapters:

- (a) Technical Approach and Methodology,
 - (b) Work Plan, and
 - (c) Organization and Staffing
 - (d) Interaction with NTB
 - (e) Additional Costs
- (a) Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. In addition, the Technical Approach and Methodology should address the following:

Site Design Template

Provide a sample design template that:

- shows how multiple languages will be supported
- outlines a possible unified graphical theme for the site
- highlights how navigation will take place

Sample Home Page

Provide a sample home page layout that:

- shows how the Site Design Template may be leveraged on individual web pages
- shows how content for each of the main user groups shall be segmented
- is striking, attractive and makes excellent use of graphics to hold the users attention.

Content Management Approach

Explain your approach to content management that will enable NTB to maintain much of

the sites content without engagement of your companies or other vendor's services.

Site Map

Based on the information provided in this RFP, propose a sample site map, highlighting the various sub pages of the site as well as the number of level envisioned.

- (b) Work Plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by MCA Namibia), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work and Deliverables Schedule of Form TECH-10.
- (c) Organization and Staffing. In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
- (d) Interaction with NTB In this section you should describe the frequency and nature of interaction with the NTB that would be required for you to fulfil your obligations for this assignment. For bidders not based in Windhoek, the purpose and number of intended field to Windhoek visits must be stated.
- (e) Additional Costs: It is critical for the success of this project, that NTB understand all of the costs required to successfully migrate to the New NTB Website. If there are any additional software, hardware or equipment that NTB will need to purchase from third parties in order to fully utilise your proposed solution, please list such items along with your estimate of costs. It is assumed that your fixed price proposal includes the cost of any items not listed in this section which is then required to fully utilize your proposed solution and that your company will bear the cost and expense to provide these items.

Maximum 50 pages, including charts and diagrams

Form TECH-7. Comments and Suggestions

These comments shall not be used for evaluation purposes, but may be discussed during negotiations. MCA Namibia is not bound to accept any modifications proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change. **Disclosure of any prices in this form shall be reason for rejection of the Proposal.**

[Maximum 5 pages]

A: On the Terms of Reference

Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).

B: On the Counterpart Staff and Facilities

Comment here on the counterpart staff and facilities to be provided by MCA Namibia.

Form TECH-8. Team Composition and Task Assignments

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

Note: State which of the individuals would be dedicated to this project and not work on other projects.

Form TECH-9. Staffing Schedule

		Staff input (in the form of a bar chart) ¹														Total staff-month input		
			12	2	3	4	5	6	7	8	9	10	11	N	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2		[Home]																
		[Field]																
3		[Home]																
		[Field]																
n		[Home]																
		[Field]																
											Subtotal							
Local																		
		[Home]																
		[Field]																
											Subtotal							
											Total							

1. For Key Professional Personnel the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each Personnel indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Consultant's home office.

 Full time input

Part time input

Form TECH-10. Work and Deliverables Schedule

	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
3													
4													
5													
5													
N	And so on												
	Deliverable												
1													
2													
3													
N	And so on												

Indicate all main activities of the assignment, including deliverables and other milestones, such as MCA Namibia approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format to be further completed by the Consultant based on the TOR requirements. The submission shall be evaluated as part of the Approach and Methodology. In regards to the project schedule, please describe your proposed phases or releases. For each phase/ release, provide:

- The timeframe from the start of the phase/ release to the start of Acceptance Testing of that phase/ release.
- The duration of the major tasks that constitute the phase/ release and key milestone dates.
- The high level requirements to be met in that release.

Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel

1. Proposed Position [only one candidate shall be nominated for each position]
2. Name of Firm [Insert name of firm proposing the staff]
3. Name of Personnel [Insert full name]
4. Date of Birth [Insert birth date] Nationality [Insert nationality]
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment].
6. Membership in
Professional
Associations
7. Other Training [Indicate appropriate postgraduate and other training]
8. Countries of Work [List countries where staff has worked in the last ten years]
9. Experience
Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
Language Speaking Reading Writing
10. Employment
Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]
From [year]: To [year]:
Employer:
Position(s) held:
11. Detailed Tasks
Assigned [List all tasks to be performed under this assignment]
12. Work undertaken
that best illustrates
capability to handle
the tasks assigned: [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or
project:
Year:

Location:

Client:

Main project features:

Position held:

Activities performed:

13. References:

List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information. MCA Namibia reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate with the [Consultant] in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the offer of the Consultant and
2. within the implementation period of the specific contract.

Signature of Key Professional Personnel

If this form has NOT been signed by the Key Professional Personnel, then in signing below the authorized representative of the Consultant is making the following declaration.

"In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his assurance that he will maintain his availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP."

Signature of Authorized Representative of
the Consultant

Day / month/ year

Section 4 B. Financial Proposal Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-Clause 3.6 of Section 1: Instructions to Consultants.

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 Breakdown of Price by Activity

FIN-4 Breakdown of Price by Remuneration

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Financial Proposal and therefore should not appear on the Financial Proposals to be submitted.

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

Mr. Johann Botha

Procurement Director-MCA

Dear Sir:

Re: [insert title of assignment]
RFP Ref: insert reference as shown on cover page]

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the lump sum of [Insert amount(s)]⁴ in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as indicated in Paragraph ITC 1.13 of the PDS.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:⁵

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

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

Yours sincerely,

Authorized Signatory

Name and title of Signatory

Name of Consultant

⁴ Amount must coincide with the ones indicated under total price of Form FIN-2.

⁵ If applicable, replace this paragraph with “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution”.

Form FIN-2. Price Summary

Re: [insert title of assignment]
RFP Ref: insert reference as shown on cover page]

		Price ¹	
		US\$	[Local Currency]
	Base Services		
	Any Additional Hardware / Software / Equipment needed to make the NTB website operational (See Tech-6, point d)		

	Option 1:Chinese Language:		
	Option 2: Advanced Graphical Search& Exploration Map		
	Option 3: User Webcams		
	Option 4: Premium Microsite Listing :		
	Total Price of Financial Proposal		

1. Indicate the total price to be paid by MCA Namibia in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFP are set out in Section 5: Contract Forms.)
2. The options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits).
4. See PDS 3.6 regarding travel-related expenses.

Form FIN-3. Breakdown of Price by Activity

Re: [insert title of assignment]

RFP Ref: insert reference as shown on cover page]

Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by MCA Namibia and/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each phase.

Group of Activities by Phase ²	Description ³	
	Price ⁴	
	US\$	Local currency
Total		

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. Include base and option services.
2. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-10.
3. A short description of the activities whose price breakdown is provided in this Form.
4. Provide **fully loaded prices** (including international travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).
5. See PDS 3.6 regarding travel-related expenses.

Form FIN-4. Breakdown of Remuneration**Re: [insert title of assignment]****RFP Ref: insert reference as shown on cover page]**

Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by MCA Namibia.

Name ²	Position ³	Person-Month Fully Loaded Rate ⁴		
			US\$	[Local Currency]
Foreign Staff		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
Local Staff				
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		

1. Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH- 8 and 9.
2. Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
3. Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
4. Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit).
5. See PDS 3.6 regarding travel-related expenses.

Section 5 Contract Forms

Contract No:

Contract for Consultant's Services

Lump-Sum

For the provision of

[Describe Consulting Services]

between

**[Full Legal Name of MCA Namibia]
[Country]**

and

[name of Consultant]

Dated:

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I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between Millennium Challenge Account Namibia (“MCA Namibia”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

[Note: If the Consultant consists of more than one entity, the following should be used]

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between Millennium Challenge Account Namibia (“MCA Namibia”), on the one part, and [full legal name of lead Consultant] (the “Consultant”) in [joint venture / consortium / association] with [list names of each joint venture entity], on the other part, each of which will be jointly and severally liable to MCA Namibia for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

RECITALS

WHEREAS,

- (a) The United States of America through the Millennium Challenge Corporation (“MCC”) and the Republic of Namibia (the “Government” or “GRN”) through the National Planning Commission (“NPC”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Namibia (the “Compact”) in the amount of approximately \$304,477,816 USD (“MCC Funding”). Millennium Challenge Account–Namibia, an organizational unit established within NPC by the Government on March 18, 2008 pursuant to Cabinet Decision Number 5th/18.03.08/004 (“MCA-Namibia”), has been designated to oversee implementation of the Compact, and intends to apply a portion of the MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and MCA Namibia shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (b) MCA Namibia has requested the Consultant to provide certain consulting services as described in Appendix A to this Contract; and
- (c) The Consultant, having represented to MCA Namibia that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. In consideration of the payments to be made by MCA Namibia to the Consultant as set forth in this Contract, the Consultant hereby covenants with MCA Namibia to perform the Services in conformity in all respects with the provisions of this Contract.
- 2. Subject to the terms of this Contract, MCA Namibia hereby covenants to pay the

Consultant, in consideration of the performance of the Services, the Contract Price (as defined below) or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Namibia as of the day, month and year first indicated above.

For Millennium Challenge Account Namibia: For **[full legal name of the Consultant]**:

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant
[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions

Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in the Compact or related document. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Namibia, as they may be issued and in force from time to time.
- (b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of a contract.
- (c) “collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of MCA Namibia, designed to establish prices at artificial, non competitive levels or to otherwise deprive MCA Namibia of the benefits of free and open competition.
- (d) “Compact” has the meaning given the term in the recital clauses to this Contract.
- (e) “Consultant” has the meaning given the term in the initial paragraph to this Contract.
- (f) “Contract” means this agreement entered into between MCA Namibia and the Consultant, to provide the Services, and consists of the Contract Agreement, these GCC, the SCC, and the Appendices (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
- (g) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Clause 6.
- (h) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including MCA Namibia and MCC staff and employees of other organizations taking or reviewing selection decisions) in the selection process or in contract execution or the making of any payment to any third party, in connection with or in furtherance of a contract,

- in violation of (A) the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable, or (B) any applicable law in Namibia.
- (i) “Effective Date” has the meaning given the term in GCC Clause 2.2.
 - (j) “Force Majeure” has the meaning given the term in GCC Clause 2.5.
 - (k) “fraudulent practice” means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation.
 - (l) “GCC” means these General Conditions of Contract.
 - (m) “Government” has the meaning given the term in the recital clauses to this Contract.
 - (n) “Key Professional Personnel” means the Personnel listed in Appendix C to this Contract.
 - (o) “Local Currency” means Namibian Dollar “NAM”.
 - (p) “MCA Namibia” has the meaning given the term in the initial paragraph to this Contract.
 - (q) “MCC” has the meaning given the term in the recital clauses to this Contract.
 - (r) “Member” means any of the entities that make up a joint venture or other association; and “Members” means all these entities.
 - (s) “obstructive practice” means
 - (i) destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and
 - (ii) acts intended to impede the exercise of the inspection and audit rights of MCC provided under the Compact and related agreements.
 - (t) “Party” means MCA Namibia or the Consultant, as the case may be, and “Parties” means both of them.
 - (u) “Personnel” means persons hired by the Consultant or by

any Sub-Consultants and assigned to perform the Services or any part thereof.

- (v) “prohibited practice” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions) of Appendix G to this Contract.
- (w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (x) “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in Appendix A to this Contract.
- (y) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (z) “Substantial Modifications” means modifications which:
 - (i) increase the value of the Contract; or
 - (ii) change the scope of Services or duration of the Contract by more than ten percent (10%).
- (aa) “Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement.
- (bb) “Tax Agreement” shall mean the Tax Agreement, dated as of December 9, 2008 and entered into between the Government of the Republic of Namibia and the Government of the United States of America, acting through MCC, together with any other agreements or instruments entered into or issued by one or more of the Parties in connection with the implementation of Section 2.8 of the Compact.
- (cc) “US Dollars” means the currency of the United States of America.

1.2 Relationship
Between the
Parties

Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between MCA Namibia and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf in connection with this Contract.

1.3 Law Governing
Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in language(s) specified in the SCC. If the Contract is executed in both English and other

languages, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 1.5 Interpretation Unless otherwise indicated, throughout this Contract:
- (a) “confirmation” means confirmation in writing;
 - (b) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;
 - (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (d) the feminine means the masculine and vice versa; and
 - (e) the headings are for reference only and shall not limit, alter or affect the meaning of this Contract.
- 1.6 Notices
- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC, or sent by confirmed facsimile or electronic email, if sent during normal business hours of the recipient Party, unless the giving of notice is otherwise governed by Applicable Law.
- 1.6.2 A Party may change its address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in the SCC.
- 1.7 Location
- 1.7.1 The Services shall be performed at such locations as are specified in Appendix A to this Contract and, where the location of a particular task is not so specified, at such locations, whether in Namibia or elsewhere, as MCA Namibia may approve.
- 1.8 Authority of Member in Charge
- 1.8.1 In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations toward MCA Namibia under this Contract, including without limitation the receiving of instructions and payments from MCA Namibia.
- 1.9 Authorized
- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this

Representatives	Contract by MCA Namibia or the Consultant may be taken or executed by the officials specified in the SCC.
1.10 Taxes and Duties	(a) The Fees (as defined in Section 2.2 below) for the Services and any other payments to the Consultant, the Sub-Consultants, and their respective Personnel provided hereunder and as set forth in the SCC section referring to GCC 6.1 shall be free from the payment of Taxes only to the extent permitted and as set forth in Section 2.8 of the Compact and the Tax Agreement. The Consultant, the Sub-Consultants, and their respective Personnel shall be responsible and shall pay all applicable Taxes levied under Namibian law not exempted pursuant to the Compact or Tax Agreement. If the Consultant or any of its Sub-Consultant or employees are required to pay any Taxes in contravention of Section 2.8 of the Compact or the Tax Agreement, such person shall promptly pay such Taxes as imposed and the Consultant shall promptly notify MCA-Namibia (or such agent or representative designated by MCA-Namibia) of any such Taxes paid. The Consultant shall cooperate with MCA-Namibia or its agents and representatives in seeking the prompt and proper reimbursement of such Taxes. For the avoidance of doubt, (i) the Consultant, the Sub-Consultants, and their respective Personnel will be subject to applicable Namibian law regarding the following Taxes (collectively, the “Non-Exempt Taxes”), and are not exempt from such Taxes pursuant to the provisions of the Compact: income and profit taxes (including individual and corporate), transfer duty taxes, stamp duty taxes, fuel levies, motor vehicle taxes and rates and taxes; and (ii) in the case of value-added Taxes, each of the Consultant and the Sub-Consultants, who is registered in Namibia as a payer of value-added Taxes (A) may invoice MCA-Namibia for value-added Taxes associated with performing the Services and (B) may receive tax exemption from import customs and value-added Taxes on supplies, goods and services imported for the performance of the Services if such supplies, goods or services are consigned to MCA-Namibia. (b) The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of Namibia in importing property into Namibia. (c) If the Consultant, the Sub-Consultants or any of their

respective Personnel, or their eligible dependents, do not withdraw but dispose of any property in Namibia upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to MCA Namibia if such customs duties and Taxes were paid by MCA Namibia at the time the property in question was brought into Namibia.

- (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by MCA Namibia or the Government with respect to the determination of the Tax status described in this GCC Clause 1.10.
- (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify MCA Namibia (or such agent or representative designated by MCA Namibia) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by MCA Namibia, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- (f) MCA Namibia shall use reasonable efforts to ensure that the Government provides the Consultant, the Sub-Consultants, and their respective Personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements. If MCA Namibia fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract in accordance with GCC Clause 2.7.2(d).

1.11 Fraud and
Corruption
Requirements

1.11.1 MCC requires that MCA Namibia and any other beneficiaries of MCC funding, including any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.

Measures to
be Taken

1.11.2 MCC may cancel the portion of MCC Funding allocated to this Contract if it determines at any time that representatives of MCA Namibia, the Consultant or any other beneficiary of the MCC Funding were engaged in corrupt, fraudulent,

collusive, coercive, prohibited or obstructive practices during the selection process or the execution of this Contract, without MCA Namibia, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

1.11.3 MCC and MCA Namibia may pursue sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices in competing for, or in executing, this Contract or another MCC-funded contract.

1.11.4 MCA Namibia may terminate (and MCC may cause MCA Namibia to terminate) this Contract in accordance with the terms of GCC Clause 2.7.1(d) if it determines that the Consultant has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in the performance of, this Contract or another MCC-funded contract.

1.12 Commissions
and Fees

The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

1.13 Entire Agreement

This Contract contains all of the covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Contract Entry
into Force

This Contract shall come into full force, and be legally binding on the Parties in all respects, on the date this Contract is signed by the Parties or such other date as may be stated in the SCC.

2.2 Effective Date and
Commencement of

The Consultant shall commence the Services on the date specified in the SCC, which shall be defined as the “Effective

Services	Date.”	
2.3 Expiration of Contract		Unless terminated earlier pursuant to GCC Sub-Clause 2.7, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
2.4 Modifications or Variations	2.4.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-Clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
	2.4.2	In cases of Substantial Modifications, the prior written consent of MCC is required.
2.5 Force Majeure Definition	2.5.1	For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.
No Breach of Contract	2.5.2	The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.
Measures to be Taken	2.5.3	Subject to GCC Sub-Clause 2.5.6, a Party affected by an

event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.

- 2.5.4 A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 2.5.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.6 During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by MCA Namibia, shall either:
 - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by MCA Namibia to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Consultant reasonably and necessarily incurred as part of such reactivation; or
 - (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 2.5.7 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with this GCC Clause 8.

2.6 Suspension

MCA Namibia may, by giving thirty (30) days' written notice to the Consultant, suspend all payments to the Consultant under this Contract if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.7 Termination

By MCA Namibia

2.7.1 Without prejudice to any other remedies that may be available to it for breach of this Contract, MCA Namibia may, upon written notice to the Consultant, terminate this Contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (i) of this GCC Sub-Clause 2.7.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this GCC Clause 2.7.1, MCA Namibia may suspend this Contract.

- (a) If the Consultant, in the judgment of MCA Namibia or MCC, fails to perform its obligations relating to the use of funds set out in Appendix G. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any and all funds so misused within a maximum of thirty (30) days after termination.
- (b) If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in GCC Clause 2.7.1(a) of this Contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by MCA Namibia. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by MCA Namibia) or on such later date as may be specified by MCA Namibia.
- (c) If the Consultant (or any Member or Sub-Contractor) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by MCA Namibia in such notice of termination.
- (d) If the Consultant (or any Member or Sub-Contractor), in the judgment of MCA Namibia has engaged in coercive, collusive, corrupt, prohibited, obstructive or fraudulent practices in competing for or in the performance of this Contract or another MCC funded contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- (e) If, as the result of and event of Force Majeure, the

Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by MCA Namibia.

- (f) If MCA Namibia, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by MCA Namibia.
- (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to this GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after deliver of the notice of termination or on such later date as may be specified by MCA Namibia.
- (h) If the Compact expires, is suspended or terminates in whole or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to MCA Namibia during the period of the suspension.
- (i) If suspension or termination is permitted under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to MCA Namibia during the period of the suspension.

By the Consultant

2.7.2 The Consultant may terminate this Contract, upon written notice to MCA Namibia in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Clause 2.7.2.

- (a) If MCA Namibia fails to pay any money due to the Consultant pursuant to this Contract that is not

otherwise subject to dispute pursuant to GCC Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by MCA Namibia to the Consultant within such thirty (30) days.

- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (c) If MCA Namibia fails to comply with any final decision reached as a result of arbitration pursuant to this GCC Clause 8, termination under this provision shall become effective upon the expiration of thirty (30) days after deliver of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to MCA Namibia that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance with GCC Clauses 2.7.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Clauses 2.7.1(h) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

Payment upon
Termination

2.7.3 Upon termination of this Contract pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, MCA Namibia shall make, or cause to be made, the following payments to the Consultant:

- (a) payment pursuant to GCC Clause 6 for Services

satisfactorily performed prior to the effective date of termination; and

- (b) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of GCC Sub-Clause 2.7.1, reimbursement of any reasonable cost (as determined by MCA Namibia or MCC) incidental to the prompt and orderly termination of this Contract; provided, that in the case of suspension of this Contract pursuant to GCC Sub-Clauses 2.7.1 (h) or (i), the Consultant has complied with its obligation to mitigate in accordance with such clauses.

Disputes about Events of Termination

- 2.7.4 If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of GCC Sub-Clause 2.7.1 or paragraphs (a) through (d) of GCC Sub-Clause 2.7.2 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC Clause 8, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.8 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to GCC Sub-Clause 2.7, or upon expiration of this Contract pursuant to GCC Sub-Clause 2.3, all rights and obligations of the Parties under this Contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC Sub-Clause 3.3, (c) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Sub-Clauses 3.7 and 3.8 and Appendix G and (d) any right or obligation which a Party may have under the Applicable Law.

2.9 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by MCA Namibia, the Consultant shall proceed as provided, respectively, by GCC Sub-Clauses 3.4 or 3.12.

3. Obligations of the Consultant

3.1 General

Standard of Performance

3.1.1 The Consultant shall perform the Services and carry out its obligations under this Contract with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to MCA Namibia, and shall at all times support and safeguard MCA Namibia's legitimate interests in any dealings with Sub-Consultants or third parties.

Law Governing Services

3.1.2 The Consultant shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 The Consultant shall hold MCA Namibia's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

3.2.2 The payment of the Consultant pursuant to GCC Clause 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to GCC Sub-Clause 3.2.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under this Contract, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

3.2.3 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising MCA Namibia on the procurement of goods, works or services, the Consultant shall comply with the "MCA-Namibia Program Procurement Rules" from time to time in effect as posted on the MCC website at www.mcc.gov and shall at all times exercise such responsibility in the best interest of MCA Namibia. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the

	account of MCA Namibia.
Consultant and Affiliates Not to Engage in Certain Activities	3.2.4 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.
Prohibition of Conflicting Activities	3.2.5 The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
3.3 Confidential Information; Rights of Use	
Confidential Information	3.3.1 Except with the prior written consent of MCA Namibia, or as may be required to comply with Applicable Law, the Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services.
Rights of Use	3.3.2 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of MCA Namibia, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of MCA Namibia in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	3.3.3 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of MCA Namibia, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract.

3.3.4 Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of MCA Namibia and shall be returned (including, except as provided in GCC Sub-Clause 3.4, all the copies) to MCA Namibia on completion of the Consultant's performance under this Contract.

3.4 Documents
Prepared by the
Consultant to be
the Property of
MCA Namibia

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of MCA Namibia, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to MCA Namibia, together with a detailed inventory thereof in accordance with this GCC Sub-Clause 3.4 and Sub-Clause 3.3.4. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of MCA Namibia. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain MCA Namibia's prior written approval to such agreements, and MCA Namibia shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.5 Liability of the
Consultant

Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be provided by the Applicable Law.

- 3.6 Insurance to be taken out by the Consultant
- The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by MCA Namibia, insurance against the risks, and for the coverage specified in the SCC and in Appendix G, and (b) at MCA Namibia's request, shall provide evidence to MCA Namibia showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.7 Accounting, Inspection and Auditing
- The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of Appendix G and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the basis thereof, together with a detailed inventory thereof.
- 3.8 Reporting Obligations
- The Consultant shall maintain such books and records and submit to MCA Namibia the reports, documents and other information specified in Appendices B and G, in the form, in the numbers and within the time periods set forth in such Appendices. The Consultant shall submit to MCA Namibia such other reports, documents and information as may be requested by MCA Namibia from time to time. Final reports shall be delivered in an electronic form specified by MCA Namibia in addition to the hard copies specified in Appendices B and G. The Consultant consents to MCA Namibia's sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with MCC and the Government.
- 3.9 Consultant's Actions Requiring MCA Namibia's Prior Approval
- In addition to any modification or variation of the terms and conditions of this Contract pursuant to GCC Sub-Clause 2.4, the Consultant shall obtain MCA Namibia's prior approval in writing before taking any of the following actions:
- (a) any change or addition to the Personnel listed in Appendix C;
 - (b) entering into a subcontract with a Sub-Consultant for the performance of any part of the Services; and
 - (c) any other action that may be specified in the SCC.

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| 3.10 Obligations with Respect to Subcontracts | Notwithstanding MCA Namibia's approval for the Consultant to enter into a subcontract pursuant to GCC Clause 3.9, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by MCA Namibia to be incompetent or incapable in discharging assigned duties, MCA Namibia may require that the Consultant provide a replacement, with qualifications and experience acceptable to MCA Namibia, or to resume the performance of the Services itself. |
| 3.11 Use of Funds | The Consultant shall ensure that its activities do not violate provisions relating to use of funds and environmental guidelines, as set out in Appendix G. |
| 3.12 Equipment, Vehicles and Materials Furnished by MCA Namibia | Equipment, vehicles and materials made available to the Consultant by MCA Namibia, or purchased by the Consultant wholly or partly with funds provided by MCA Namibia, shall be the property of MCA Namibia and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to MCA Namibia an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with MCA Namibia's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by MCA Namibia in writing, shall insure them in an amount equal to their full replacement value plus fifteen percent (15%). |
| 3.13 Equipment and Materials Provided by the Consultant | Equipment, vehicles or materials brought into Namibia by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by MCA Namibia, and used either for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable. |

4. Consultant's Personnel and Sub-Consultants

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| 4.1 General | The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. |
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| 4.2 Description and Approval of Personnel; Adjustments; Approval of Additional Work | <p>4.2.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Professional Personnel are described in Appendix C. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by MCA Namibia.</p> <p>4.2.2 GCC Sub-Clause 3.9 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to MCA Namibia for review and approval a copy of their Curricula Vitae (CVs).</p> <p>4.2.3 Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be made by the Consultant without the prior approval of MCA Namibia only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price. If so indicated in the SCC, the Consultant shall provide written notice to MCA Namibia of any such adjustments. Any other adjustments shall only be made with MCA Namibia's prior written approval.</p> <p>4.2.4 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be increased by agreement in writing between MCA Namibia and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC Clauses 2.4 and 6.4.</p> |
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| 4.3 | Working Hours, Overtime, Leave, etc. | <p>4.3.1 Working hours and holidays for Key Professional Personnel are set forth in Appendix C. To account for travel time, foreign Personnel carrying out Services inside Namibia shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from Namibia as is specified in Appendix C.</p> <p>4.3.2 The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C, and except as specified in Appendix C, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.</p> |
| 4.4 | Removal and/or Replacement of Personnel | <p>4.4.1 Except as MCA Namibia may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-Clause 3.9(a), provide as a replacement a person of equivalent or better qualifications.</p> <p>4.4.2 If MCA Namibia (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at MCA Namibia's written request specifying the grounds therefore and subject to GCC Sub-Clause 3.9(a), provide as a replacement a person with qualifications and experience acceptable to MCA Namibia.</p> <p>4.4.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p> |

- 4.5 Resident Project Manager If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Namibia a resident project manager, acceptable to MCA Namibia, shall take charge of the performance of such Services.

5. Obligations of MCA Namibia

- 5.1 Assistance and Exemptions Unless otherwise specified in the SCC, MCA Namibia shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Exempt the Consultant, Sub-Consultants and their Personnel employed for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (e) Grant to the Consultant, Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into Namibia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

- 5.2 Access to Land MCA Namibia warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in Namibia in respect of which access is required for the performance of the Services. MCA Namibia will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or Sub-Consultants or their Personnel.

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| 5.3 | Change in the Applicable Law Related to Taxes and Duties | If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of GCC Sub-Clause 1.10. (e) shall be applicable in such a situation. |
| 5.4 | Services, Facilities and Property of MCA Namibia | <p>5.4.1 MCA Namibia shall make available to the Consultant and the Personnel, for the purposes of performing the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in Appendix F.</p> <p>5.4.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.</p> |
| 5.5 | Payment | In consideration of the Services performed by the Consultant under this Contract, MCA Namibia shall make to the Consultant payments in the manner provided in GCC Clause 6. |
| 5.6 | Counterpart Personnel | <p>5.6.1 MCA Namibia shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by MCA Namibia with the Consultant's advice, if specified in Appendix F.</p> <p>5.6.2 If counterpart personnel are not provided by MCA Namibia to the Consultant as and when specified in Appendix F, MCA Namibia and the Consultant shall agree on (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by MCA Namibia to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.</p> <p>5.6.3 Professional and support counterpart personnel, excluding MCA Namibia's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member,</p> |

and MCA Namibia shall not unreasonably refuse to act upon such request.

6. Payments to the Consultant

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| 6.1 Contract Price | Except as provided in GCC Sub-Clause 6.5, the total payment due to the Consultant shall not exceed the Contract Price set forth in the SCC (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive fixed-price, lump-sum covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC Sub-Clauses 4.2.4, 5.4.2 and 5.6.2) if the Parties have agreed to additional payments in accordance with GCC Sub-Clauses 2.4 and 6.4. |
| 6.2 Currency of Payment | Payments shall be made in US Dollars, or NAM or if justified for sound business reasons and approved by MCA Namibia, a combination of the two currencies. |
| 6.3 Terms, Conditions and Mode of Billing and Payment | Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC 6.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to MCA Namibia specifying the amount. In all cases, invoices shall be delivered to MCA Namibia no later than 30 days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to MCA Namibia. Payments will be made to the Consultant within thirty (30) days of the date of receipt by MCA Namibia of a valid and proper invoice or the date of MCA Namibia's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by MCA Namibia. |
| 6.4 Payment for Additional Services | For the purposes of determining the remuneration due for additional services as may be granted under GCC Sub-Clause 2.4, a breakdown of the Contract Price (lump sum) is provided in Appendices D and E. |

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| 6.5 Interest on Delayed Payments | If MCA Namibia has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC Sub-Clause 6.3, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC. |
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7. Fairness and Good Faith

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| 7.1 Good Faith | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 7.2 Operation of the Contract | The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. |

8. Settlement of Disputes

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| 8.1 Amicable Settlement | The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| 8.2 Dispute Resolution | Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after the receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC. |

9. Compact Conditionalities

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| 9.1 Required Provisions | For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Appendix G reflect certain obligations of the Government and MCA Namibia under the terms of the Compact and related documents that are also required to be transferred onto any consultant, sub-consultant or associate who partakes in procurements or contracts in which MCC funding is involved and that, as with other clauses of this Contract, the provisions of Appendix G are binding |
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obligations under this Contract.

9.2 Flow Through
Provisions

In any sub-contract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in Appendix G in any agreement related to such sub-contract or sub-award.

III. Special Conditions of Contract

	Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract										
GCC 1.4	This Contract shall be executed in the English language.										
GCC 1.6.1	The addresses for serving notices under this Contract are: <u>For MCA Namibia:</u> <table border="1"> <tr> <td>TO</td><td>Mr Johann Botha</td></tr> <tr> <td>TITLE</td><td>Procurement Director MCA Namibia</td></tr> <tr> <td>ADDRESS</td><td>3rd Floor Atlas House Room 13</td></tr> <tr> <td>TEL:</td><td>+264 (061) 410 410</td></tr> <tr> <td>EMAIL</td><td>jbotha@mcanamibia.org</td></tr> </table> <u>For the Consultant:</u>	TO	Mr Johann Botha	TITLE	Procurement Director MCA Namibia	ADDRESS	3 rd Floor Atlas House Room 13	TEL:	+264 (061) 410 410	EMAIL	jbotha@mcanamibia.org
TO	Mr Johann Botha										
TITLE	Procurement Director MCA Namibia										
ADDRESS	3 rd Floor Atlas House Room 13										
TEL:	+264 (061) 410 410										
EMAIL	jbotha@mcanamibia.org										
GCC 1.8	The Member in charge is [insert name of member] <i>[Note: If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 1.9 should be inserted here. If the Consultant consists only of one entity, this SCC 1.8 should be deleted from the SCC.]</i>										
GCC 1.9	The Authorized Representatives are: <u>For MCA Namibia:</u> [full legal name of MCA Namibia] [Attention] [Name of MCA Namibia Representative] Address : Email : <u>For the Consultant:</u>										
GCC 2.1	This Contract shall enter into force on the date of signing of the Contract by both parties.										

GCC 2.2	The Effective Date shall be [insert date] .
GCC 2.3	The Contract shall expire on [insert date] .
GCC 3.4	None
GCC 3.5	None
GCC 3.6	The risks and the minimum coverage shall be as follows: (a) third party motor vehicle liability insurance in respect of motor vehicles operated in Namibia by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert an amount and currency not less than the equivalent of NAD 1 Million]; (b) third party liability insurance, with a minimum coverage of [insert an amount and currency not less than the equivalent of NAD 1 Million]; (c) professional liability insurance, with a minimum coverage of [insert an amount and currency not less than the contract price]; (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. [Note: Delete what is not applicable.]
GCC 3.9	[MCA Namibia to state here any additional actions by the Consultant that require MCA Namibia's prior approval.]
GCC 4.2.3	Written notification to MCA Namibia of adjustments is required.
GCC 4.5	A resident project manager shall not be required for the duration of this Contract.
GCC 5.1	Deleted.
GCC 6.1	The amount of the lump sum fixed price contract is US Dollars (the "Contract Price"). Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract as specified in the Terms of Reference
GCC 6.5	The interest rate to be applied in the case of late payments is the Federal Funds

	Rate as stated on the website www.federalreserve.gov/fomc/funds/rate.htm
GCC 8.2	Dispute Resolution (a) All disputes, controversies or claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, that cannot be settled amicably by the Parties within thirty (30) days of notification of such dispute, controversy or claim, shall be finally settled by arbitration under the rules of arbitration of the International Chamber of Commerce (the “Rules”) by a tribunal composed of three arbitrators appointed in accordance with the Rules. The arbitration will be held in Windhoek, Namibia and shall be conducted in English. The arbitration panel shall maintain a written transcript of the proceedings or hearings and render a reasoned written award. (b) Without limiting the terms of Section 4.15, MCC has the right to be an observer or a party to any arbitration proceeding hereunder, in either case at its sole discretion, but does not have the obligation to participate in any arbitration proceeding, in any capacity. Whether or not MCC is an observer or a party to any arbitration hereunder, the Parties shall provide MCC with written transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (i) each such proceeding or hearing or (ii) the date on which any such award is issued. MCC may enforce its rights hereunder in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer or a party to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of Namibia or any other jurisdiction or to the jurisdiction of any arbitral panel. (c) The costs associated with any settlement efforts before arbitration or associated with arbitration shall be allocated between MCA-Namibia and the Consultant as follows: (i) each Party shall be responsible for its own attorneys’ fees and expenses, (ii) costs related to translation or interpretation shall be shared equally by the Parties, and (iii) all other costs associated with the arbitration shall be allocated as determined by the arbitration panel.

IV. Appendices

Appendix A – Description of Services

[The relevant portion of the ToR will be inserted here, which at a minimum is to include the Objective, the Scope of Services and relevant Annexes.]

Appendix B - Reporting Requirements

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. This Appendix will be completed during negotiations to reflect the requirements specified in the RFP (if any), the stated requirements in sections 5 and 6 of the TOR, and the bidder's proposal Form Tech-10.

Appendix C - Key Professional Personnel and Sub-Consultants

Note: List under:

- C-1 Titles **[and names, if already available]**, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in **[Country]**, and estimated staff-months for each.
- C-2 Same as C-1 for foreign Key Professional Personnel to be assigned to work outside **[Country]**.
- C-3 List of approved Sub-Consultants (if already available) and same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for local Key Professional Personnel.
- C-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Sub-Clause 4.3 (if applicable)

Appendix D - Breakdown of Contract Price in US Dollars

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - US Dollars portion (from Form FIN-4).

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

Appendix E - Breakdown of Contract Price in Local Currency

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - Local Currency portion from Form FIN-4

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

Appendix F - Services and Facilities to be Provided by MCA Namibia

Note: List here the services, facilities and counterpart personnel to be made available to the Consultant by MCA Namibia, if any, as indicated in the PDS.

Appendix G – Additional Provisions

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the GCC or in the Compact or related agreements.

MCA Namibia is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of MCA Namibia and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and **MCA Namibia** shall derive any rights from the Compact or have any claim to MCC Funding.

A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. As such, MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

- (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
- (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Contract.
- (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
- (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, MCA Namibia, MCC or any other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which the Consultant might otherwise have to the Government, MCA Namibia, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Contract.

B. Limitations on the Use or Treatment of MCC Funding

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or United States Government policy. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/funding_limitations.pdf.

C. Procurement

The Consultant shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in the MCA-Namibian Procurement Rules. The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or MCA Namibia. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at in the MCA-Namibia Procurement Rules, Annex VI of the Compact, and www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf (all references to Procurement Guidelines shall be replaced by a reference to the MCA-Namibia Procurement Rules).

D. Reports and Information; Access; Audits; Reviews

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to MCA Namibia in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by MCA Namibia from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact, including Section 3.7, that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.

2. Access; Audits and Reviews. Upon MCC's request, the Consultant shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The provisions of the Compact, including Section 3.8, that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.

3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other providers in

connection with this Contract. A summary of the applicable requirements may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.

E. Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions

1. The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, MCA Namibia, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.

2. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on www.epls.gov or (iv) on such other list as MCA Namibia may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

3. The Consultant shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. § 1956, 18 U.S.C. § 1957, 18 U.S.C. § 2339A, 18 U.S.C. § 2339B, 18 U.S.C. § 2339C, 18 U.S.C. § 981, 18 U.S.C. § 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, MCA Namibia, the Fiscal Agent, or the Bank, as may be applicable. The Consultant shall verify, or cause to be verified, appropriately any individual,

corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled “Excluded Parties Verification Procedures in MCA Namibia Program Procurements” that can be found on MCC’s website at www.mcc.gov. The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as MCA Namibia or MCC may request from time to time and (B) deliver a report of such periodic monitoring to MCA Namibia with a copy to MCC.

4. Other restrictions on the Consultant shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC or MCA Namibia, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related document or that materially and adversely affects the Program assets or any Permitted Account.

F. Publicity, Information and Marking

1. The Consultant shall cooperate with MCA Namibia and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, works and services funded by the United States, acting through MCC, all in accordance with the MCC Standards for Corporate Marking and Branding, available on the MCC website at <http://www.mcc.gov/documents/mcc-marking-corporate-v2.pdf>; provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to MCC’s prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.

2. Upon the termination or expiration of the Compact, the Consultant shall, upon MCC’s request, cause the removal of any such markings and any references to MCC in any publicity materials.

G. Insurance

The Consultant shall obtain insurance or other protections appropriate to cover against risks or liabilities associated with performance of this Contract. The Consultant shall be named as payee on any such insurance. MCA Namibia and, at MCC’s request MCC, shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Consultant shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC’s election, such proceeds shall be deposited in an account as designated by MCA Namibia and acceptable to MCC or as otherwise directed by MCC.

H. Conflict of Interest

The Consultant shall ensure that no officer, director, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Consultant participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Contract. Without limiting the foregoing, the Consultant shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of MCA Namibia as provided by MCA Namibia to the Consultant.

I. Inconsistencies

In the event of any conflict between this Contract and the Compact and/or the MCA-Namibia Procurement Rules or Program Implementation Agreement, the term(s) of the Compact and/or the MCA-Namibia Procurement Rules or Program Implementation Agreement shall prevail.

J. Other Provisions

The Consultant shall abide by such other terms or conditions as may be specified by MCA Namibia or MCC in connection with this Contract.

K. Flow-Through Provisions

In any subcontract or sub-award entered into by the Consultant, as permitted by this Contract, the Consultant shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.

Section 6 Terms of Reference

Design and Development of a new Website for the Namibia Tourism Board (NTB)

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1. Summary

The Namibia Tourism Board (NTB) has received funding from the Millennium Challenge Corporation through the Millennium Challenge Account Namibia (MCA Namibia) to replace its current website (www.namibiatourism.com.na) with a

dynamic, interactive, relevant and attractive website which will act as a portal to all tourism activities in Namibia, attract new tourists, and facilitate trip planning and booking in multiple languages. The MCA Namibia Programme will support the design and implementation of the website including an associated international online marketing campaign. Furthermore, this website will allow accommodation / lodging establishments to report on bed night usage online as bed levies serve as an important source of NTB revenue.

The website is expected to include the following features: Complete database on all Namibia tourism products; interactive map of Namibia with GPS coordinates; mirror sites in multiple languages; search engine optimization; reservations and bookings tool; web management of registration and levy collection; tourism routes linked to database; and international and World Cup 2010 and beyond online marketing campaign.

The NTB, through MCA Namibia, wants to procure the services of a competent company/ firm to design and operationalize a new website which will enhance the company's corporate image and ability to collect vital information online. The website should be user friendly towards consumers, trade & media, NTB service providers and administrators, and should be compatible with the information systems currently in use at the NTB.

2. Background Information

The Millennium Challenge Corporation (MCC)

The Millennium Challenge Corporation (MCC) was established in January 2004 as a United States government corporation to implement the Millennium Challenge Account (MCA). MCC's mission is to reduce poverty by supporting sustainable, transformative economic growth in developing countries, which create and maintain sound policy environments. MCC is designed to support innovative strategies and to ensure accountability for measurable results. For additional information on MCC please visit <http://www.mcc.gov>.

Namibia's Millennium Challenge Compact

The Millennium Challenge Account (MCA) Namibia Compact, providing grant funding for public investments in Education, Tourism and Agriculture (livestock and indigenous natural products), was signed on 28 July 2008 between the Republic of Namibia and the US Government, acting through the Millennium Challenge Corporation (MCC). An amount of US\$304.5 million will be available for development in the target sectors, over and above current Government allocations and assistance from other development partners.

The Goal of Namibia's Millennium Challenge Compact is to reduce poverty through economic growth in the Education, Tourism and Agriculture sectors. To accomplish the Compact Goal of increasing income, the MCA Namibia Programme aims to

achieve the following objectives:

- i) Increase the competence of the Namibian workforce (knowledge, skills and attitude);
- ii) Increase the productivity of agricultural and non-agricultural enterprises in rural areas.

The Compact aims to improve the quality of education and training for the underserved populations, and attempts to capitalize on Namibia's comparative advantages to increase the incomes of the poor Namibians, predominantly in the northern areas of the country.

In **Education**, the Programme seeks to bring the quality of the work force closer to the requirements of industry and the labour market at large. This is in line with the aspirations of Vision 2030 and the 3rd National Development Plan's strategic objective for "productive and competitive human resource and institutions"; whose values informed the programming, content and activities of the Education and Training Sector Improvement Programme (ETSIP). The MCA Namibia Education Project contributes to Education and Training Sector Improvement Programme (ETSIP). It aims to improve the competency and knowledge of young Namibians by supporting new and innovative methods of learning in addition to the more traditional approaches to education and improve physical infrastructure for learning and teaching in schools, regional study and resource centres and Community Based Skills Development Centres.

The **Tourism** Project seeks to bring the conservancies in high potential tourism areas into the mainstream of the tourism business, increasing the financial and in-kind benefits to rural conservancy members. Internationally-acknowledged best practice models for community-based tourism and community-based natural resource management underpin the Tourism Project. This is the second time in MCC history that a country programme includes tourism, acknowledging the sector's tremendous poverty alleviating potential in rural communal areas. The Etosha National Park will serve as a model for increased participation by the adjacent conservancies. The MCA Namibia Tourism Project will facilitate access to the Park for the conservancies around it through exclusive access concessions, to be awarded through the 2007 Concession Policy.

The **Agriculture** Project comprises three main activities in livestock, land access and management and indigenous natural products. The Livestock Activity seeks to bring the marketing opportunities for farmers who live North of the Veterinary Cordon Fence closer to the opportunities farmers enjoy South of the Fence. The focus will be on improving veterinary services aimed at obtaining animal disease-free status for the Northern Communal Areas (NCA) in order to gain access to international markets. The accompanying public investment in rangeland

management will improve access to grazing and farming practices. The overall objective is to increase the farmers' cash income derived from livestock and smallstock farming in the NCA. Through the Land Access and Management Activity the Communal Land Boards, traditional authorities and other key stakeholders will be empowered to better manage the available resources. Increasing direct participation of the primary producers in the processes of value addition to raw, natural products such as Marula, Kalahari Melon Seed, *Hoodia*, Devil's Claw and *Ximenia* is the key objective of the Indigenous Natural Products Activity. The value chain approach that the INP sector has adopted will ensure that the activities are responsive to the fast-changing market realities for natural products. At present, most of the revenue from selling products made of these valuable commodities is generated outside Namibia. The MCA Namibia Programme will facilitate an increased participation by the primary producers in the final processing, packaging and marketing of these products.

Please visit <http://www.mcanamibia.org> for the detailed Project Descriptions.

This Terms of Reference is related to the Tourism Project and more specifically to the Marketing Activity.

The MCA Namibia Management Structure

MCA Namibia is the accountable entity, responsible for the overall management of the Compact's implementation. MCA Namibia is a legal entity within the National Planning Commission (Office of the President) comprised of a Board and a Programme Management Unit. The MCA Namibia Board provides oversight and strategic guidance and is ultimately responsible for the Programme's success. The MCA Namibia Management Unit is responsible for the implementation of the Compact, including programme management, financial management and reporting, and coordination of monitoring and evaluation. The Programme is legally governed by the Compact and its supplemental agreements. For additional information please visit <http://www.mcanamibia.org>.

Tourism Sector Background

Consistent with Namibia's national development strategies, the GRN aims to develop one of its fastest growing "export" industries with its focus on tourism. Export earnings from international visitors and tourism goods are expected to generate 15.6% of total exports (US\$650.6 million) in 2008 and are expected to grow in nominal terms to 22.6% (US\$2,092.8 million) by 2018. The Namibian Government also recognizes that tourism is an important generator of employment, particularly in rural areas where most tourism occurs. While the tourism industry in Namibia has enjoyed steady growth since independence in 1990, Namibia has lagged behind relative to regional competitors despite its abundance of natural eco-tourism assets and relative political stability. Compared to South Africa's 9.2 million international

visitors in 2007, Namibia received less than 1 million international visitors in the same year.⁶ Despite these modest numbers, Namibia has the potential to become one of Africa's leading tourism economies over the next decade. The contribution of travel and tourism to GDP is expected to increase from 14.5% (US\$1,051.7 million) in 2008 to 20.7% (US\$2,967.9 million) by 2018 and from 18.2% (77,000 jobs) to 23.7% (129,000 jobs) of total employment in that same period. According to the World Travel and Tourism Council, growth in the travel and tourism economy is expected to be 5.9% in 2008 and to average 7.7% per annum over the coming 10 years, which ranks the Namibia tourism industry 8th out of 176 countries in growth forecast.⁷

The MCA Namibia Programme seeks to address the following three challenges to more rapid growth in the tourism industry and to greater participation by Namibia's rural communities in the tourism sector:

- 1) Etosha National Park (ENP), the jewel that attracts tourists to Namibia, is not fully developed in terms of its tourism potential and faces management challenges relative to competing regional parks;
- 2) Namibia is relatively unknown as a tourism destination with little diversification of source markets for long-haul international tourists; and
- 3) Low levels of private investment on communal land due to high transaction costs and difficulty in securing long-term access to land limit benefit streams to Namibia's formerly disadvantaged communities.

By functionally establishing the Namibia Tourism Board (NTB) in 2002 and recently undertaking reform efforts regarding National Park management and the award of concessions⁸, the GRN acknowledges the strategic importance and the potential contribution of tourism to economic growth and poverty alleviation. The MCA Namibia Programme aims to build on these measures and increase the overall number of tourist arrivals to Namibia and direct tourism income to formerly disadvantaged communities in communal conservancies. The first objective is to make ENP a more attractive destination through institutional and infrastructure improvements and by strengthening marketing efforts by NTB. The second objective of directing benefit streams resulting from tourism to the formerly disadvantaged will be achieved through support to develop the capacity of communal conservancies to attract investment and to participate in ecotourism

⁶ World Travel and Tourism Council, "Tourism Satellite Accounting Tool," http://www.wttc.travel/eng/Tourism_Research/Tourism_Satellite_Accounting_Tool/index.php

⁷ World Travel and Tourism Council, "Travel & Tourism – The Winds of Change," 2008

⁸ MET defines concessions as: the rights, whether full or restricted or shared or exclusive to conduct tourism activities and/or to commercially use state-owned plant and/or animal resources (collectively referred to as wildlife resources) on business principles in proclaimed protected areas and any other State Land for a specified period of time.

income-generating enterprises.

According to the 2007 Management Plan for ENP, the park's mission statement is 'the effective management and sustainable use of biodiversity to develop and enhance socio-economic benefits through the development of appropriate opportunities, especially tourism, for present and future generations, locally, nationally and internationally'." Through the implementation of this plan, ENP will serve as a model for increased participation by the adjacent conservancies in the tourism activities supported by this and other national parks. The Tourism Project aims to facilitate access to the Park for the conservancies around it through the granting of exclusive access concessions, to be awarded in accordance with the 2007 Concession Policy. Improving access to public resources for the economic empowerment of formerly disadvantaged Namibians takes centre stage in the Concession Policy. Concessions also generate additional revenue for the State to finance the upkeep of the protected areas. Namibia has over 15 years of experience promoting community-based tourism and the MCA Namibia Programme will capitalize on the best practices developed to date.

The MCA Namibia Tourism Project

The MCA Namibia Programme will support three priority activities in the tourism sector:

1. Improve management and infrastructure of ENP –

With MCC funding, management centres and staff housing will be constructed in ENP, road maintenance and game translocation equipment purchased and technical assistance provided towards policy and management reforms.

2. Enhance the marketing of Namibia tourism –

Opening up new markets through destination marketing in North America, increasing the coverage of the work of NTB through an extensive innovation of its website and the mainstreaming of conservancy-based tourism establishments and activities through domestic route marketing will be the focus of this Activity.

3. Develop the capacity of communal conservancies to attract investments in ecotourism and capture a greater share of the revenue generated by tourism in Namibia –

Providing technical and business support to selected conservancies and access to grant funding to conservancies in joint venture business partnerships for conservancy-based tourism activities assist in mainstreaming conservancy-based tourism.

Together, these activities will generate income and create employment opportunities for some of the less fortunate communities in Namibia, while conserving the natural resources that serve as the foundation of the tourism industry.

For more information on the MCC Namibia Tourism Project, see the “Tourism Activity Description” in annex to this TOR.

The Marketing Activity

While the Namibia tourism sector has grown at a steady rate since independence in 1990, it has underperformed relative to regional competitors and it remains especially susceptible to seasonal fluctuations. Diversification of source markets for tourists is a key element to increasing tourist arrivals and reducing seasonal fluctuations. The Marketing Activity aims to increase tourist arrivals to Namibia by expanding marketing to North American tourists, developing and marketing local and regional tourism route packages, and developing a fully interactive website. The development and marketing of local and regional tourism route packages will focus on conservancy sites with the explicit goal of directing some of the tourism visitors to communal areas. This activity is timely as Namibia is looking to position itself to capture increased tourism to the region resulting from the 2010 World Cup in South Africa. The NTB, functionally established in 2004 to promote Namibia’s tourism activities from a coordinated platform, will be a partner with MCA Namibia to implement this activity.

NTB Website Sub-Activity

The objective of this sub-activity is to develop a fully interactive website to act as a portal to all tourism activities in Namibia, attract new tourists, and facilitate trip planning and booking in multiple languages. The MCA Namibia Programme will support the design and implementation of the website including an associated international online marketing campaign. The site, managed by the NTB, would also allow lodging establishments to report on bed night usage, which is of particular interest and importance to NTB as bed levies serve as an important source of their revenues. The website is expected to include the following features:

- Complete database on all Namibia tourism products;
- Interactive map of Namibia with GPS coordinates;
- Mirror sites in multiple languages;
- Search engine optimization;
- Reservations and bookings tool;
- Web management of registration and levy collection;

- Tourism routes linked to database; and
- International and World Cup 2010 online marketing campaign.

Excellent examples of similar websites include:

- <http://www.australia.com> (this site is tailored for Consumers)
- <http://www.southafrica.net> (this site is more geared towards Consumers)
- <http://www.tourism.australia.com> (this site is specifically tailored for Trade & Media & Service Providers)

3. Objective

The Namibia Tourism Board (herein referred to as NTB) has an existing website at www.namibiatourism.com.na. NTB wishes to replace this website with a Dynamic, Interactive, Relevant, Attractive but simple web presence that will serve as a promotional tool in all of its target markets.

The objective of this Consultancy therefore is to develop, test and release a new NTB website (“**New NTB Website**”) that will be a powerful and attractive web presence and will serve as a promotional tool in all of its target markets. The New NTB Website shall be:

- Dynamic - Effective content management should enable NTB to frequently update information provided.
- Interactive - Facilitate an “interactive dialogue” with users of the site, rather than “broadcasting” the same static information to all users of the site. Users should feel like they are interacting with the site rather than just reading.
- Relevant - Users should see information that is tailored for them (for example, the home page for consumers in Germany should provide information in German with campaigns and promotions that are developed for German tourists)
- Attractive – Graphics and sound should be used effectively to make the site attractive to users whilst implemented in a manner that enables the site to be used with dial-up connections if necessary
- Simple – Information should be presented simply; the website should not be overcrowded and should make a good use of white space.

There are four types of users expected to make use of NTB Website:

- Consumers –tourists and potential tourist individuals and families.
- Trade & Media – travel agents, journalists and other Media stakeholders that help to promote Namibia’s tourism products.
- Service Providers – individuals and Organisations that provide tourism products in Namibia.
- Administrators – NTB staff or other qualified personnel that access the site to upload new content through Content Management functionality, access reports, etc.

The New NTB Website should accomplish the following key objectives:

- Overall objectives
 - Significantly increase worldwide knowledge of Namibia as a tourist destination and as a result increase tourism revenue to Namibia from additional tourist visits.
 - Be the comprehensive repository of all Tourism Products in Namibia
- Consumer related objectives
 - Increase the rate of repeat visits to Namibia from tourists by providing tourists with the necessary tools and information to effectively plan their trips to Namibia. This should be accomplished by enabling tourists to match Namibia’s most appropriate tourism products with their vacation expectations & requirements in a simple and user friendly manner.
 - As much as possible, capture tourist and potential tourist information that can later be leveraged through online and traditional marketing campaigns.
- Trade & Media related objectives
 - Provide those Organisations that market & sell Namibian tourist products (such as Travel Agents and Journalists) with the tools and information as tourism reports and tourism marketing tools to be more effective in selling Namibia as a tourist destination.
- Service Provider related objectives
 - Provide Namibian Tourist Service Providers (such as Bed & Breakfasts, Hotels and Resorts) with automated tools and forms to make their interaction with NTB more efficient, promoting Service Provider

Self-Service where the Service Providers are able to maintain their information and interact with NTB by themselves with limited involvement from NTB.

- Administration related objectives
 - o Allow content to be updated directly by administrators and NTB staff to ensure that the new NTB Website is kept up to date.
 - o Provide feedback so as to enable NTB to understand which products are generating the most interest
 - o Provide tools to allow NTB to directly target registered consumer users with specific marketing campaigns
- Other objectives
 - o Where possible, provide NTB with direct revenue generation opportunities (such as advertising banners or premium charges to Service Providers to have their products linked from the New NTB Website or to have premium product placements on the New NTB Website – such as displaying a picture of the resort rather than just the name listing on an interactive map).

4. Scope of Services

4.1 General Requirements

The objective of this consultancy services contract is to develop, test and release a New NTB Website. In order to facilitate a successful implementation of the New NTB Website, the Consultant must undertake all the tasks and activities described below for each phase / release of the New NTB Website.

4.1.1 Conduct Detailed Requirements Workshops – The Consultant meet with NTB and other Tourism stakeholders in a number of Workshops to capture detailed requirements for the New NTB Website. The Workshops should take place in Windhoek.

4.1.2. Complete Detailed Requirements Specification – The Consultant shall document all of the captured detailed requirements, organized in terms of each page or function of the new NTB Website. This activity will only be complete upon sign-off from the authorized NTB manager.

4.1.3. Complete Conceptual Design/ Prototype – The Consultant shall develop a design for the New NTB Website and possibly develop Prototypes within the first few weeks following Sign off Of Requirements. This activity will only be complete upon

sign-off of the Conceptual Design or Prototype from the authorized NTB manager. Sign-off may require the Consultant to conduct a Design Review with NTB Staff.

4.1.4. Complete Implementation – Once the Detailed Requirements and Conceptual Design and/ or any Prototypes have been signed off by NTB, the Consultant shall implement the New NTB Website in accordance with these signed off documents.

4.1.5. Complete Internal System Testing – Once the New NTB Website has been implemented, the Consultant shall test the website internally before delivering the website to NTB for Acceptance Testing. This activity will only be complete and Acceptance Testing shall only commence when the Successful Consultant can confirm that:

- All functionality proposed in the release is available
- There are no defects that prevent functionality from being used
- There are no defects that corrupt captured data held in databases
- The New NTB Website shall only be accessible to the Consultant staff and possibly some authorized NTB staff during Internal System Testing.

4.1.6. Complete NTB Training – In parallel with Implementation and Internal System Testing and prior to the start of Acceptance Testing, the Consultant shall train up to 5 NTB and other Tourism stakeholder staff on the Content Management and other Administrator related functionality of the New NTB Website. After execution of this training, NTB staff shall be able to maintain the website content and execute other administrative functions such as generating reports, without the engagement of the Consultant or another vendor. This activity will be only be complete upon sign-off from the authorized NTB manager.

4.1.7. Complete Acceptance Testing – Once the New NTB Website has met the Internal System Test completion criteria and NTB Training has been signed off, the Consultant shall deliver the website to NTB for Acceptance Testing. The Consultant shall support NTB and other Tourism stakeholders as it tests the New NTB Website. This may involve working alongside NTB and other Tourism stakeholders' staff at NTB's offices in Windhoek. The Consultant shall resolve all defects identified by NTB during the Acceptance Testing activity. Acceptance Testing shall only be complete once signed off by NTB. The criteria for completion of Acceptance testing shall be outlined by MCA-Namibia and NTB during contract negotiations. The New NTB Website shall only be accessible to the Consultant staff and authorized NTB staff during Acceptance Testing.

4.1.8. Complete Cut-Over – Following sign off of Acceptance Testing, the Consultant shall cut-over the New NTB Website into production and perform all of the necessary activities to ensure that the New NTB Website replaces the existing Website and is

accessible to all internet users worldwide.

4.1.9 Provide Maintenance Services – Following Cut-over, the Consultant shall resolve any defects in a timely manner as detailed the contract between NTB and the Consultant.

4.2 Timeframe Requirements

NTB would like to implement the New NTB Website in an iterative, multi-phase/ release approach, whereby an initial release is delivered within short timeframes and subsequent releases deliver incremental capability. In order to implement the New NTB Website according to NTB's desired approach, the Consultant must meet the following timeframe requirements for completion of the required phases of the New NTB Website:

ID	Requirement
4.2.1.	Initial Release – An initial release which satisfies all of the “Extremely High” and most or all of the “Very High” requirements described in this document shall be delivered following a successful internal System Test, ready for Acceptance Testing by NTB within 6 months from the start date of the project. The initial release can be tested in production to enable NTB to further slightly alter the functionality or look and feel of subsequent releases.
4.2.2.	Final Release – The final release which satisfies all of the requirements that NTB contracts the Consultant to deliver shall be delivered following a successful internal System Test, ready for Acceptance Testing by NTB within 23 months from the date of Contract signing.
4.2.3.	Number of Releases – There shall be 3 or 4 releases/ phases of delivery of the New NTB Website.

4.3 Website Requirements

This section establishes the Website Requirements and outlines the overall objectives and key target users of the New NTB Website. In addition, this section outlines all of the major requirements for the New NTB Website that the Consultant shall complete. Requirements are organized as follows:

- o Design Requirements – architectural requirements encompassing elements that will need to be built into the design of the New NTB Website.
- o Content & Functional Requirements – the functionality and content that needs to be provided to each of the main target users.
- o Data Capture Requirements – the data that NTB require to be captured (where possible) from New NTB Website users, differentiated by user type.

- o Technical Requirements – requirements related to the compatibility, accessibility and technologies behind the Consultant’s design for the New NTB Website.

Explanation of Requirements Definition

The tables below outline NTB’s requirements for the Website. The tables have the following columns:

- ID – Unique identifier for the requirement
- Requirement – A description of the requirement
- Priority – NTB’s priority for the requirement. The following priorities are used:
 - o Extremely High – The Consultant must satisfy this requirement in all proposed phases/ releases of delivery of the New NTB Website.
 - o Very High – The Consultant shall satisfy most of these requirements in all phases of delivery of the New NTB Website, although valid time and cost considerations may delay the satisfaction of some of these requirements in the initial phase/ release, in which case they would be satisfied in a subsequent phase / release.
 - o High – The Consultant must accommodate the requirement in a proposed phase of delivery of the New NTB Website, although it is expected that this may not be incorporated into an initial phase/ release.

IMPORTANT: IN the Workplan presented in TECH-10, the Consultant shall define in which phase / release each requirement will be produced.

4.3.1 Design Requirements

The design requirements relate to the more fundamental aspects of the New NTB Website which may need to be incorporated into the underlying architecture of the site, rather than be extendable functionality.

The key design requirements are as follows:

ID	Requirement	Priority
4.3.1.1.	Languages – The New NTB Website needs to be developed in such a way that all Consumer content can be available in the following languages: English, German, Spanish, Italian, French and Portuguese. Estimate static info price. The Consultant is also responsible for translating static (non-database) content into these six languages.	Extremely High
4.3.1.2	Languages – The New NTB Website needs to be developed in such a way that all Service Provider and Trade & Media content shall be available in	Extremely

Design and Development of New Website for NTB

ID	Requirement	Priority
	the following languages: English and German. The Consultant is also responsible for translating static (non-database) content into these two languages.	High
4.3.1.3	Languages – Content Management functionality that enables NTB staff to upload NTB content directly to the site shall be designed in a manner which allows NTB content to be available in the following languages: English, German, Spanish, Italian, French and Portuguese.	Extremely High
4.3.1.4	Consistent, Unified or Common Theme – A basic site design template with modestly sized banner graphics or logos, signature icons and action buttons or links shall be provided. This shall be adaptable for each subsequent page of the website. There shall be an underlying graphic theme that makes use of NTB logos, fonts and colours. See Appendix 2 for NTB Brand Assets. The underlying graphic theme should have the flexibility to be subtly modified for the different areas of the website (e.g. Consumer vs. Trade & Media). It should be apparent that this is NTB website on every page, but this needs to be balanced with the need for each page to have flexibility in meeting its specific requirements.	Extremely High
4.3.1.5	User Friendly – The new NTB website shall incorporate the following User Friendly traits: • Use logical and intuitive links • Not overwhelm the user with visual clutter • Not exceed 800 pixels in width • Put most pertinent information at the top of a page; try to avoid the need to scroll down for more information too often and stringently avoid pages which are more than 2 standard monitor heights in length. • Be “printer-friendly” on all pages • Be usable – offering a quick and user friendly way to locate the information the user is looking seeking without the user having to understand NTB Organisation. • Minimise number of mouse clicks required to find information.	Extremely High
4.3.1.6	Accessibility – Be accessible to individuals with disabilities, meeting ADA Priority 1 Checkpoints. Please refer to Appendix 1 for Web Content Accessibility Guidelines (note that this Appendix lists Priority 1, 2 and 3 Checkpoints and this requirement only refers to the meeting of Priority 1 Checkpoints).	Very High
4.3.1.7	Navigational Tools – Offer graphic navigation buttons or bars offering shortcuts. Implementation techniques shall not prevent the “Back” button within browsers from working as expected.	Extremely High

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ID	Requirement	Priority
4.3.1.8	Content Management – Much of the site’s content shall be maintainable and extendable by authorized NTB staff using Content Management functionality.	High
4.3.1.9	Relevance – The site design shall facilitate site content relevancy and localization. For example, the home page for consumers in Germany should provide information in German with campaigns and promotions that are developed for German tourists.	Extremely High
4.3.1.10	Interactivity – The site shall facilitate an “interactive dialogue” with users of the site, collecting information from users where possible and tailoring the displayed information to that which is relevant to the user.	Extremely High
4.3.1.11	Allow for search capabilities – All content on the site (including but not limited to information created through Content Management functionality by NTB staff, tagged multimedia files and the contents of attached documents) shall be searchable.	Extremely High
4.3.1.12	Track page hits per function – Administrator users shall be able to determine the number of unique IP page hits each page of the site is receiving over periods of time (by day, week, month, etc). Where possible this information should include the country in which the IP address is registered.	Very High
4.3.1.13	Use of Hyperlinks – The site shall make effective use of hyperlinks to link to relevant external sites such as NTB Microsites containing details of tourism products in Namibia; affiliated Trade Organisations such as Travel Agents, etc.	Extremely High
4.3.1.14	Cookies – Cookies shall be leveraged (but not depended on) to default key user information that may have been captured on previous visits by a particular user with the objective to short-cut user selections and tailor the site to the expected user needs (for example, a user that is registered as a consumer does not need the Trade & Media or Service Provider functionality links to be conspicuous).	Extremely High
4.3.1.15	Content Sharing – The New NTB Website shall allow users to share any content on the site which is available to anonymous (i.e. unregistered users) either through email or through integration with popular Social Networking Sites (such as Digg, Facebook, delicious, Reddit, etc).	Very High
4.3.1.16	Database of Namibian Tourism Products – The New NTB Website will include a database of all Namibian Tourism Products. Namibian Tourism Products include but are not limited to the following: • All registered businesses as required by the NTB Act (accommodation, tour operators, travel agents, hunting operators, etc) • Exploration Products (e.g. Driving Tours, Hiking Trails, Mountain Bike Tracks)	Extremely High

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ID	Requirement	Priority
	• Natural Products (e.g. Dune 7, Sossusvlei, Fish River Canyon) • Accommodation (e.g. Hotels, Lodges, Resorts, Bed & Breakfasts, Camp Sites) • Travel Products (e.g. Flight Operators, Boat Operators, Car Hire Operators, Cycle Rental Companies) • Adventure Products (e.g. Quadbikes, Hot Air Balloons) • Cultural Products • Business Tourism Products (Conferencing, Skills development, etc). • Other Products (e.g. Craft Shops, Hunting, Sports, etc) For each of these products, the database should store information such as: • Links to relevant multimedia files held in the Multimedia Library • GPS co-ordinates or a series of GPS co-ordinates for Products such as Driving Tours • Hyperlinks to relevant NTB Microsites or official external sites • Contact details for the product	
4.3.1.17	Interface with Licensing Tourism Database – NTB has an existing Licensing Tourism Database containing all of the Service Providers in Namibia that are licensed to generate tourism revenue from tourist activities in Namibia. It is highly likely that the new NTB Website Database will interface with this existing database in order to provide a number of functions without duplication of data. However, many of the Tourism Products that are required in NTB Website Database will not exist in the Licensing Database.	Very High
4.3.1.18	Establish New Tourism Database: As many of the Tourism Products that are required in NTB Website Database will not exist in the Licensing Database, it is highly likely that a new NTB Website Database will have to be developed. Therefore, the Consultant is responsible for developing this new database that can contain data on the following items: • Additional Tourism Products that are not stored in the Licensing Tourism Database. • Extended, additional attributes for Tourism Products that are stored in the Licensing Tourism Database but where these attributes do not exist in the Licensing Tourism Database. • Links via keys to existing Tourism Product data in the Licensing	

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ID	Requirement	Priority
	Tourism Database so that data is not duplicated.	
4.3.1.18	Multimedia Library – It is not acceptable to simply store images, sound and video in subdirectories of the New NTB Website. Multimedia used throughout the New NTB Website shall be effectively managed using either an internal or external database which should facilitate easy management of multimedia files by NTB and appropriate tagging of multimedia files to facilitate searches across multimedia files. NTB currently uses http://www.fotoseeker.com as a repository for its images.	Extremely High
4.3.1.19	Events Calendar – The New NTB Website shall include a list of key events, linked to relevant Tourism Products.	Very High
4.3.1.20	Security – Passwords shall be handled in a secure manner including the encrypted transmission of passwords over the internet and data storage.	Extremely High
4.3.1.21	Advertising – The New NTB Website shall support “paid-for” advertising banners and links on pages to enable revenue generation for NTB. It should be possible to place advertisements only in relevant pages for relevant users depending on the product being advertised. Similarly, it should be possible to display a variety of advertisements across the entire site. Click through and other data should be captured to ensure that NTB can audit the revenue it generates from these advertisements.	Extremely High

4.3.2 Content & Functional Requirements

The content & functional requirements outline the key areas of functionality and content that the New NTB Website shall provide. Since the content and functional requirements are different between each of the key users of the New NTB Website, these requirements have been organized in terms of each of the Key Users:

4.3.2.1 Common Content & Functional Requirements

Common Content & Functional requirements refer to those requirements which are applicable to all of the key users of the New NTB Website.

ID	Requirement	Priority
4.3.2.1.1	Home Page – The home page of the New NTB Website shall serve each of the major user groups. As the main page which is usually visited first, it is critical that the page is striking, attractive and makes excellent use of graphics to hold the users attention and promote further exploration of the site.	Extremely High
4.3.2.1.2	Home Page – Where the user type is known (either through Cookies or through user login/ registration), then the home page shall be tailored to	Very High

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ID	Requirement	Priority
	the specific need of that user type. Most functions should still be available (e.g. a Consumer should still be able to access Research and Statistics), however the emphasis should be placed on the common requirements of that user group.	
4.3.2.1.3	Home Page – Provide summary information “teasers” that encourage users to explore the site further. For consumers this may include latest news stories, tourism routes or products that have been uploaded or upcoming events from the Events Calendar. For Trade & Media users, this may include new research papers or statistics.	Very High
4.3.2.1.4	Basic Search Capability – Provide basic site search functionality that enables users to find the information that they require quickly. For example, a consumer may type “Accommodation Swakopmund” and be presented with a list of places to stay in Swakopmund; whilst a Trade & Media User searching for “2008 tourists data” may be presented with a report detailing the tourist statistics from 2008.	Extremely High
4.3.2.1.5	Advanced Search Capability – Provide advanced site search functionality that enables users to provide additional search parameters to hone their searches. For example, when searching for accommodation, Users shall be able to select the Price Range as well as other accommodation options such as Handicap, Child Facilities, Air conditioning, etc. NTB Microsites contain details about tourism products in Namibia and outline the kind of accommodation data that is available.	High
4.3.2.1.6	Registration – Subtly offer and encourage Subscription of all user types (Consumer, Trade & Media and Service Providers) to the New NTB Website. See Data Capture Requirements for details of the information to be captured for each of the user types Subscription.	Extremely High
4.3.2.1.7	Login – Allow registered users to log in by providing their authentication details that they provided during the registration process. There shall be functionality that allows users to automatically recover or reset lost passwords in a secure manner.	Extremely High
4.3.2.1.8	About NTB – A page or sub-site shall provide information about NTB such as: • Mission/ Charter • Frequently Asked Questions • Organisation Structure • Annual Reports • Contact Details	Extremely High

4.3.2.2. Consumer Content & Functional Requirements

Consumer Content and Functional requirements refer to those requirements relevant to tourists and potential tourist individuals and families.

ID	Requirement	Priority
4.3.2.2.1	Availability of functionality – All users shall be provided with all of the following functionality either as registered users or as anonymous guests to the site. However, registration of the consumer should be encouraged at key events (such as when making or accessing a booking)	Extremely High
4.3.2.2.2	Vacation Planner – Provide users with practical information to allow them to effectively plan their holiday to Namibia. This shall be presented in as clear and simple manner as possible to promote the accessibility of Namibia as a holiday destination. The vacation planner should include: • Getting to Namibia – details of flights, required visas, seasons & climate, medication required, time zones, currency, major embassy details, emergency medical information and other travel tips. • Getting around Namibia – recommended modes of transport around Namibia. May contain links to Service Providers • Accommodation – types of accommodation popular in Namibia.	Extremely High
4.3.2.2.3	Lifestyle Search – Provide users with high level lifestyle search functionality focused on the things to do in Namibia where users indicate or select the type of vacation they are looking for and are then presented with Information and Tourism Products applicable for that Lifestyle. For example, lifestyle options, information & products may include but not be limited to: • Safari - Etosha type products are returned as well as information about the best time to visit Namibia to see Game. • Adventure – Outdoor adventure type products are returned • Family – Family oriented type products are returned • Top 10 – The top ten “must see” sights in Namibia	Very High
4.3.2.2.4	Basic Graphical Search & Exploration Map – Provide an interactive map of Namibia featuring major settlements and roads with close integration with the Database of Namibian Tourism Products described in the Design Requirements. Users shall be able to filter the map to show particular types of	Very High

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ID	Requirement	Priority
	Tourism Products across Namibia or within a particular location. As a User explores a particular region of Namibia, the Tourism Products in that region should be highlighted graphically through the use of images and possibly video and sound. For example, a user may 'mouseover' Southern Namibia at which point a driving route is highlighted on the map. If the user then clicks on this route, then the map is zoomed in to display the route and all of the Tourism Products (such as Lodges, Bed & Breakfasts and Natural Attractions) are highlighted along or close to that route. The user may then click on individual products to get more information or obtain links to contact the relevant Service Provider. The same functionality could work for major destinations such as Windhoek or Swakopmund. After the user 'mouseovers' such a place, they are able to zoom in and view all of the Tourism Products in and around that destination.	
4.3.2.2.5	Map Printing – Provide ability to print interactive map after user manipulation. For example, a tourist may zoom to the North of Namibia; highlight a particular touring route and lodges along the route. When this user prints the map, they would output the map with these particular attributes highlighted as it is shown on the screen.	High
4.3.2.2.6	Reservations and Bookings – NTB recognize that it is unable to keep an up to date inventory of the capacity available at all of the Accommodation providers in Namibia and as such will not be able to manage bookings and reservations directly within the New NTB Website. However, the New NTB Website shall facilitate users to make bookings and reservations easily by: • Profiling accommodation using categories defined in the Database of Tourism Products that will be useful to users (e.g. Price Range, Available Facilities, etc) • Providing links to Service Provider Microsites or external websites. • Providing links to Service Provider email accounts. The New NTB Website should either blind copy NTB on any emails sent to Service Providers or (more ideally) store a record of the email to enable reporting on enquiries made	Extremely High
4.3.2.2.7	Events Calendar – NTB Website highlight upcoming events by interrogating the events calendar. Users shall be able to further explore events at which point they will be provided with relevant Tourism Products, Information or Articles.	High

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ID	Requirement	Priority
4.3.2.2.8	Articles and Features – Once approved, NTB will post articles from tourists or tourism stakeholders. Articles shall be tagged in accordance to their content and displayed on relevant pages or returned from relevant searches.	High
4.3.2.2.9	Competitions and Polls – From time to time, NTB may launch competitions or Polls to build interest in Namibia as a Tourist destination. The New NTB Website shall support the display of competitions and Polls (including real time poll results) as well as taking competition/ poll entries and basic validation (such as ensuring that only single entries come from email addresses; and ensuring that entries received after the competition end date are excluded)	High
4.3.2.2.10	Live Weather Info/ Webcams – Provide a function by which users can get live weather information or webcam feeds from key tourist locations in Namibia.	High
4.3.2.2.11	About Namibia – Provide information to tourists to help them plan their trip to Namibia. Information may include: - Namibia's History - Namibia's Culture and People - Namibia's Facts (location, weather seasons, economy)	Extremely High
4.3.2.2.12	Consumer RSS Feed - The New NTB Website shall generate RSS Feeds for any consumer content updates to the site. The New NTB Website should enable consumer users to subscribe to the Consumer RSS Feed.	High
4.3.2.2.13	Feedback – Provide a function by which users can submit feedback to NTB	High

4.3.2.3. Trade & Media Content & Functional Requirements

Trade & Media Content and Functional requirements refer to those requirements relevant to travel agents, journalists and other Media stakeholders that promote Namibia's tourism products.

ID	Requirement	Priority
4.3.2.3.1	Availability of functionality – Some Trade & Media functionality shall be available to all users (either anonymous or registered users) whilst some functionality shall be available to only registered users. Requirement availability is stated for each requirement below.	Extremely High
4.3.2.3.2	Press Releases – A page organized chronologically displaying NTB press releases. Only the most recent press releases shall be visible on accessing the page, but older press releases will be accessible upon user request to the respective year/ period.	Very High

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ID	Requirement	Priority
	Available for anonymous & registered users.	
4.3.2.3.3	Media Centre – A repository of media resources that may be utilized by tourist trade and media Organisations. Media resources may include but not be limited to: • Multimedia files • Contact people within NTB • Contact people within Namibia • Links to external articles that may have been written • The media centre may be organized by Lifestyle type (e.g. Safari, Adventure, Family). • Available for anonymous & registered users.	Very High
4.3.2.3.4	Frequently Asked Questions – Common questions and answers with regards to vacationing in Namibia. Available for anonymous & registered users.	Very High
4.3.2.3.5	Research Centre – A repository of reports and research papers relating to the Tourist Industry in Namibia. Reports may include: • Statistics of visitors to Namibia • Occupancy Rates • Tourist expenditure in Namibia • Other Surveys • Only available to registered users.	High
4.3.2.3.6	Trade & Media RSS Feed - The New NTB Website shall generate RSS Feeds for any trade & media content updates to the site. The New NTB Website should enable trade and media users to subscribe to the Consumer RSS Feed. Only available to registered users.	High
4.3.2.3.7	Subscribe to Newsletter – Trade & Media subscribers shall be able to elect to subscribe to a NTB Trade Newsletter. Only available to registered users.	High
4.3.2.3.8	Trade Tools/ Marketing Mix - Trade & Media subscribers shall be able to access tools that support them to sell Namibia as a tourism destination. Tools may include a marketing mix matrix to support the development of a Namibia Tourism Marketing Plan mapping the target tourist home location with the available tourism tools for that home location. Only available to registered users.	High

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ID	Requirement	Priority
4.3.2.3.9	Testimonials – Sample testimonials in each of the vacation lifestyle types that Trade & Media users can use and reproduce. Only available to registered users.	High
4.3.2.3.10	Example Itineraries – Sample itineraries for various vacation durations in each of the vacation lifestyle types. Only available to registered users.	High
4.3.2.3.11	Namibian Expert Programme – Online training course offered to non-Namibian resident Travel Agents and tour operators to enable them to sell Namibia's Tourism Products better. Note that NTB have the training materials. Only available to registered users.	High

4.3.2.4 Service Provider Content & Functional Requirements

Service Provider Content and Functional requirements refer to those requirements relevant to and Organisations that provide tourism products in Namibia.

ID	Requirement	Priority
4.3.2.4.1	Availability of functionality – Service Provider functionality shall only be available upon registration and login of a service provider. At that point, information available should only be relevant for that registered Service Provider.	Extremely High
4.3.2.4.2	License Application Process – The New NTB Website shall support the license application process. At a minimum this should allow the Service Provider to fill out the application form online and request an inspection.	Very High
4.3.2.4.3	Bed Levy Collection Process – The New NTB Website shall support the bed levy collection process. At a minimum, the monthly levy form shall be available online to be filled out and submitted by Service Providers.	High
4.3.2.4.4	NTB Microsite Maintenance – The New NTB Website shall allow Service Providers to maintain their own Microsites held by NTB. A NTB Microsite is a simple webpage for each tourism product service provider (accommodation, restaurant, etc) that provides basic information about the product.	High

4.3.2.5 Administration Content & Functional Requirements

Administration Content and Functional requirements refer to those requirements relevant to travel agents, journalists and other Media stakeholders that help to

promote Namibia's tourism products.

ID	Requirement	Priority
4.3.2.5.1	Content Management – Almost all of the information provided on the New NTB Website should be maintainable by NTB staff without the engagement of vendor to make the changes. As such, when logging in as an Administration user, it should be possible to add, delete or modify the following content: • Multi-media files (images, video, sound) • Events • About NTB information • About Namibia information • Vacation Planner information • Tourism Products • Articles & Features • Competitions & Polls • Press Releases • Media Resources • Research Articles • Frequently Asked Questions & Answers • Trade Tools/ Marketing Mix • Testimonials • Example Itineraries • Namibia Expert Programme training material • Service Provider Microsites	High
4.3.2.5.2	Promotions & Campaigns – The New NTB Website shall facilitate the creation and maintenance of online promotions and campaigns. These will be time bound marketing activities consisting of a number of Tourism Products along with marketing materials directed towards a specific target tourist segment or event. The New NTB website should allow NTB to develop and implement promotions and campaigns which would then be automatically incorporated into relevant site pages when the configured criteria are met (for example WC2010, a time-bound, all market promotion would result in promotional material appearing on the site's home page throughout the defined campaign dates; alternatively a German tourist campaign would result in the promotion material appearing on relevant pages when the selected language is German, or where the user is registered as living in	High

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ID	Requirement	Priority
	Germany).	
4.3.2.5.3	Audit Trails of Content Management – modifications to content including promotions and campaigns made by Administration users should be tracked and it should be possible to determine which users made which changes at what times.	High
4.3.2.5.4	Reports – the following information shall be made available when logging in as an Administration user; Web Site activity such as: • The referral domains of website visitors • The amount of time that website visitors spend on each page • The geographic location of website users • Breakdown of new visitors versus return visitors • Which pages are viewed most often • Which banners and links are clicked most often • Which files are downloaded most often and by who • Unique Page Hits including which Tourism Products are receiving the most activity • Which pages result in website visitor drop off • Reservation & Bookings – how many users used the New NTB Website to email Service Providers by Service Provider. • Promotion & Campaign Analytics – how many users show an interest on a particular campaign or promotion through clicking for more information, etc • Competition & Polls Analytics – review entries for online competitions and polls; generate statistics, etc.	High
4.3.2.5.5	Generate Email Mailing Lists – Administration users shall be able to generate lists of email addresses that meet configurable criteria based on the information that is stored about subscribers. For example, it should be possible to obtain all email addresses of consumer users based in Germany.	High
4.3.2.5.6	Generate Email Newsletters for Registered Trade & Media Users - Administration users shall be able to create HTML email Newsletters containing highlights of trade & media related content from the New NTB Website. Content may include newly published media files, reports, etc. This may involve the development of template newsletters where NTB administrators simply fill out the text and add multimedia files.	High

4.3.3 Data Capture Requirements

NTB would like to leverage the New NTB Website to build a database of information for each of the key users of the site.

The data capture requirements are as follows:

ID	Requirement	Priority
4.3.3.1	When registering a Consumer user, the following information shall be captured: • User Name (if Email Address is not used as User Name) • Email Address • Password • First Name & Last Name • Title (in order to derive Gender) • (At a minimum), Country of residence, (if possible), Full Mailing Address • Cell Phone or Mobile Number (not compulsory) • Optional consumer profile information such as: • Whether the user has visited Namibia before & when • Lifestyle preference (Safari, Adventure, Family, Top 10, etc) • When planning to visit Namibia • Vacation budget	Extremely High
4.3.3.2	When registering a Trade or Media user, the following information shall be captured: • User Name (if Email Address is not used as User Name) • Email Address • Password • Organisation Name or Name • Full Mailing Address • Office Telephone Number (not compulsory) • Office Fax Number (not compulsory) • Flag indicating whether the user wishes to receive the trade newsletter • Type of organization : • Trade	Extremely High

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ID	Requirement	Priority
	• Customer Segment • Type of Products sold • Media • Type of media organization • Medium used	
4.3.3.3	When registering a Service Provider user, the following information shall be captured: • User Name (if Email Address is not used as User Name) • Email Address • Password • Organisation Name or Name • Type of business (hotel, tour operator, etc) • Full Mailing Address • Office Telephone Number • Office Fax Number • NTB License Number (if an existing Service Provider)	Extremely High
4.3.3.4	The New NTB Website shall enable registered users to modify their registration information once logged in and verified. When changing sensitive information such as password or email address, a verification process should be employed to ensure that users accounts are not modified by unauthorised users.	Extremely High

4.3.4 Technical Requirements

The key technical requirements of the New NTB Website are as follows:

ID	Requirement	Priority
4.3.4.1	Browser Compatibility – All of the New NTB Website functionality shall be available to users on the following browsers/ versions: • Latest Version of Internet Explorer at Acceptance Date for each New NTB Website release • Latest Version of Firefox/ Mozilla version 3 at Acceptance Date for each New NTB Website release • Latest Version of Safari at Acceptance Date for each New NTB Website release and all subsequent major and minor versions • Latest Version of Google Chrome at acceptance date for each New NTB Website release	Extremely High
4.3.4.2	Hosting – The New NTB Website must be able to be hosted on the existing web server in Germany or on other web servers.	Extremely High
4.3.4.3	Domain Name – The New NTB Website may use the existing domain used today or an alternative domain.	Extremely High
4.3.4.4	Search Engine Optimization – The new NTB Website shall be implemented so as to maximise it's exposure to the major search engines. This may include the inclusion of appropriate meta-tags and other techniques.	Extremely High
4.3.4.5	Upgradability – The site shall be developed using techniques that allow for simple extensibility and upgradability of the site in the future. This should accommodate both increases in site volumes, addition or removal of site content as well as restructuring of the site map and navigation and addition of new functionality for new user types in the future.	Extremely High
4.3.4.6	Use of appropriate technologies – The site shall utilize appropriate technologies to enhance the appeal of the site and achieve the desired dynamism. For example, it is expected that the site will make use of technology such as: • Adobe Shockwave/ Flash for graphical animations • Scripting technology such as PHP or ASP to generate web pages dynamically • Read only Adobe PDF files for the publication of reports, etc	Extremely High
4.3.4.7	Separation of Presentation from Content – The New NTB Website development shall separate presentation from content as much as is possible through the use of technologies such as CSS. This should enable changes in presentation and format to be made simply and quickly without impacting the content.	Extremely High
4.3.4.8	Appropriate use of graphic files – The use of graphical content has to be optimized to work over a range of end user bandwidth capabilities. As a	Extremely

ID	Requirement	Priority
	rule of thumb, the site should still be usable assuming a 56k dial-up speed.	High
4.3.4.9	Backup and restore – it shall be possible to back up and restore the New NTB Website including all data held in databases and all content (NTB or user created).	Very High

4.4 Option Services : Additional Website Requirements

At the sole discretion of MCA Namibia and at anytime during the base services of this contract, one or more of the following options may be exercised to require the Consultant to provide the following additional services:

Option 1: Chinese Language:

All Consumer content in the New NTB Website shall also be available in Chinese (Design Requirement). If this option is exercised, the Consultant would be responsible for translating static (non-database) content into Chinese. Furthermore, the Content Management functionality that enables NTB staff to upload NTB content directly to the site shall be designed in a manner which allows NTB content to also be available in Chinese. (Design Requirement).

Option 2: Advanced Graphical Search& Exploration Map

NTB may like to explore the possibility of offering Service Providers in Namibia with different levels of exposure in this tool. One possibility could be that Service Providers pay a premium depending on the level of exposure such as:

- Basic – Name of product highlighted on map according to GPS coordinates
- Advanced – Additionally, a link is provided from the map to the Service Providers Website or Microsite
- Premium – Pictures/ Video of the Service Providers offering is provided on the map alongside contact details (Consumer Content & Functional Requirements).

Option 3: User Webcams

The Consultant shall provide functionality for Namibians to upload their Webcam feeds to a subpage of the New NTB Website (Consumer Content & Functional Requirements).

Option 4: Premium Microsite Listing:

For a fee, Service Providers would be able purchase a premium microsite listing. A premium Microsite would offer additional functionality and/or some other features that adds value to the Service provider that distinguishes it from the standard

Microsite (Service Provider Content & Functional Requirements).

Note: Tech-6, Tech-9, and Tech-10 should identify elements that apply to the Optional Services separately from the Base Services. In FIN-2 and FIN-3, the price for these optional services should be quoted separately.

5. Required Reporting

The Consultant shall prepare the following reports on the progress of the New NTB Website for the information of the key stakeholders to enable them to effectively monitor the progress. The reports shall be in a format approved or prescribed by MCA-Namibia and NTB. Reports will be submitted directly to MCA-Namibia.

5.1. Inception Report: The Consultant shall submit an Inception Report to MCA Namibia, Director Tourism and the NTB Authorized Project Manager with the following elements:

- Overall design approach to the NTB Website
- Implementation Plan and schedule
- Final team composition, roles and responsibilities
- List of intended stakeholders to consult

5.2. Bi-Weekly Progress Reports: The Consultant shall provide bi-weekly reports that provide a brief update (1-2 pages) on the implementation of the project that includes but is not limited to:

- Progress against Work Plan (updated to show actual progress versus planned or baselined progress)
- Issues and proposed solutions

5.3. Quarterly Progress Report: Each quarter, the Consultant will submit a quarterly progress report. These reports shall make use of the information in the above bi-weekly reports, but suitably modified to include, summarize and draw conclusions on all pertinent issues concerning the New NTB Website development contract. In addition they will summarize the Consultant's activities, and present solutions adopted, the financial status of the Contract and any other relevant information considered necessary in respect of the services delivery. These reports shall be submitted not later than the tenth (10) day of the first month of the following quarter.

5.4 New NTB Website Release Completion Report: For each phase / release of the New NTB Website, the Consultant shall submit a completion report within one month of the acceptance of each phase / release. The report shall contain the following information:

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- State of completion of the New NTB Website;
- List of all outstanding issues for the phase / release in question;
- Recommendation for addressing all outstanding issues;
- Definition of all training done in support of management of web content for the phase / release in question

List of maintenance issues from previous release (if applicable) and how they were addressed

6. Payment Schedule

The following payment schedule will apply:

Deliverables	Amount (% of contracted fee for release)
Inception Report	10%
Sign off on NTB training related to phase / release 1 of the New NTB Website	5%
Release of Phase 1 New NTB Website for user acceptance testing following the completion of internal system testing.	10%
Cut-over (replacing current NTB website with the Phase 1 New NTB Website following correction of issues uncovered during user acceptance testing)	10%
Sign off on NTB training related to phase / release 2 of the New NTB Website	5%
Release of Phase 2 New NTB Website for user acceptance testing following the completion of internal system testing.	10%
Cut-over (replacing current NTB website with the Phase 2 New NTB Website following correction of issues uncovered during user acceptance testing)	10%
Release of Phase 3 New NTB Website for user acceptance testing following the completion of internal system testing.	10%
Cut-over (replacing current NTB website with the Phase 3 New NTB Website following correction of issues uncovered during user acceptance testing)	10%
Final Acceptance (to be paid no earlier than 90 days after the final version is live to general public and all defects have been resolved)	20%

The Workplan (Tech- 10) should contain a schedule for deliverables to be agreed to during contract negotiations.

7. Key Personnel and Responsibilities

Key Personnel: Project Manager:

The Project Manager will be a professional with extensive experience in the design and development of websites and in Project Management and he/she will be directly responsible for oversight and coordination of all activities by the Consultant's team. He/she will report directly to the Client. The minimum qualifications for the Project Manager are:

- A minimum of a Bachelor's Degree in a relevant field
- Demonstrated experience managing similar IT and website design projects, specifically 5 years direct work experience in a project management capacity, including all aspects of process development and execution, including schedules and budgets
- Familiar with programming languages used for the development of interactive and dynamic web pages
- Database and operating systems experience
- Competent and proficient understanding of internet and website platforms
- Solid working knowledge of current Internet technologies
- Demonstrated experience in personnel management
- Excellent organizational, planning and analytical skills
- Excellent problem-solving skills; able to formulate creative solutions to day-to-day problems and make good decisions on the fly
- Excellent communication skills; comfortable working directly with clients

The main functions of the Project Manager shall include the following:

- Responsible for the implementation of the project as per the terms of the contract;
- Plan, schedule and manage projects to meet deadline, quality and budget requirements
- Serve as the primary day-to-day contact for external clients and resources
- Supervise the team designing and implementing the website and Track project milestones and deliverables;
- Accountable for the delivery of the New NTB Website in accordance to the agreed Implementation Schedule;
- Meet regularly with NTB's Authorized Project Manager and the MCA Namibia, Director: Tourism to discuss progress on the NTB Website
- Develop full-scale project plans and associated reporting documents and submit the necessary reports as per the Required Reporting section of this RFP

- Set and continually manage project expectations and objectives with team members and other stakeholders.
- Identify and resolve issues and conflicts within the project team.

Key Personnel: Solution Architect

The Solution Architect will be responsible for the overall design and architecture of the new NTB Website to ensure that it meets all of the stated requirements. The minimum qualifications for the Solution Architect are:

- Bachelor's Degree in Computer Science or Master preferred, Information Technology, or related field or an equivalent combination of education and experience.
- Experience designing websites of similar complexity and using similar technology that to that which will be used in this project
- Greater than 5 years proven architecture and development experience in the implementation of complex, integrated web applications across a variety of environments.
- Highly proficient in communicating and coordinating information technology solutions and processes that aggressively support business objectives.
- Current understanding of emerging technologies, industry best practices in the solution domains.
- In depth knowledge of different versions of Internet browser software, Photoshop, Macromedia Flash, DeBabelizer, QuickTime, Streaming Media Formats, GifBuilder, Premiere, Visual Interdev, VB Script, JavaScript and/or DHTML.
- Working knowledge of NT Server, IIS, SQL Server and other database applications, and Macromedia Director.

The main functions of the Solution Architect shall include the following:

- Support the development and design of the New NTB Website
- Ensure that all requirements and specifications are met, participate in, checkpoint reviews and acceptance testing of the New NTB Website, and lead the resolution of issues associated with the website
- Support the elaboration of the New NTB Website Complete Conceptual Design/ Prototype and complete all required internal system testing

Lead Trainer

The Lead Trainer is responsible for training of NTB personnel on the use and maintenance of the New NTB Website. The minimum qualifications for the Lead Trainer are:

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- A minimum of a Bachelor's Degree in a relevant field
- Five years training experience in a technical organization
- Experience in the design, development, and implementation of technical training programs
- Interpersonal skills so as to establish and cultivate positive working relationships with both internal and external stakeholders

The main functions of the Lead Trainer shall include the following:

- Train up to 5 NTB and other Tourism stakeholder staff on the Content Management and other Administrator related functionality for each phase / release of the New NTB Website so that NTB staff shall be able to maintain the website content and execute other administrative functions such as generating reports, without the engagement of the Consultant or another vendor
- Monitor and consistently assess the progress of trainees, providing accurate records of assessment
- Develop training procedures and materials

Appendix 1 – Web Content Accessibility Guidelines

Guideline 1. Provide equivalent alternatives to auditory and visual content

1.1.1.1 Provide content that, when presented to the user, conveys essentially the same function or purpose as auditory or visual content.

Although some people cannot use images, movies, sounds, applets, etc. directly, they may still use pages that include equivalent information to the visual or auditory content. The equivalent information must serve the same purpose as the visual or auditory content. Thus, a text equivalent for an image of an upward arrow that links to a table of contents could be "Go to table of contents". In some cases, an equivalent should also describe the appearance of visual content (e.g., for complex charts, billboards, or diagrams) or the sound of auditory content (e.g., for audio samples used in education).

This guideline emphasizes the importance of providing text equivalents of non-text content (images, pre-recorded audio, video). The power of text equivalents lies in their capacity to be rendered in ways that are accessible to people from various disability groups using a variety of technologies. Text can be readily output to speech synthesizers and braille displays, and can be presented visually (in a variety of sizes) on computer displays and paper. Synthesized speech is critical for individuals who are blind and for many people with the reading difficulties that often accompany cognitive disabilities, learning disabilities, and deafness. Braille is essential for individuals who are both deaf and blind, as well as many individuals whose only sensory disability is blindness. Text displayed visually benefits users who are deaf as well as the majority of Web users.

Providing non-text equivalents (e.g., pictures, videos, and pre-recorded audio) of text is also beneficial to some users, especially nonreaders or people who have difficulty reading. In movies or visual presentations, visual action such as body language or other visual cues may not be accompanied by enough audio information to convey the same information. Unless verbal descriptions of this visual information are provided, people who cannot see (or look at) the visual content will not be able to perceive it.

1.1.1.2 Checkpoints:

1.1 Provide a text equivalent for every non-text element (e.g., via "alt", "longdesc", or in element content). *This includes:* images, graphical representations of text (including symbols), image map regions, animations (e.g., animated GIFs), applets and programmatic objects, ascii art, frames, scripts, images used as list bullets, spacers, graphical buttons, sounds (played with or without user interaction), stand-alone audio files, audio tracks of video, and video. [Priority 1]

For example, in HTML:

- Use "alt" for the IMG, INPUT, and APPLET elements, or provide a text equivalent in the content of the OBJECT and APPLET elements.
- For complex content (e.g., a chart) where the "alt" text does not provide a complete text equivalent, provide an additional description using, for example, "longdesc" with IMG or FRAME, a link inside an OBJECT element, or a [description link](#).

- For image maps, either use the "alt" attribute with AREA, or use the MAP element with A elements (and other text) as content.

1.2 Provide redundant text links for each active region of a server-side image map. **[Priority 1]**

1.3 [Until user agents](#) can automatically read aloud the text equivalent of a visual track, provide an auditory description of the important information of the visual track of a multimedia presentation. **[Priority 1]**

Synchronize the auditory description with the audio track as per [checkpoint 1.4](#). Refer to [checkpoint 1.1](#) for information about textual equivalents for visual information.

1.4 For any time-based multimedia presentation (e.g., a movie or animation), synchronize equivalent alternatives (e.g., captions or auditory descriptions of the visual track) with the presentation. **[Priority 1]**

1.5 [Until user agents](#) render text equivalents for client-side image map links, provide redundant text links for each active region of a client-side image map. **[Priority 3]**

Guideline 2. Don't rely on color alone

1.1.1.3 Ensure that text and graphics are understandable when viewed without color.

If color alone is used to convey information, people who cannot differentiate between certain colors and users with devices that have non-color or non-visual displays will not receive the information. When foreground and background colors are too close to the same hue, they may not provide sufficient contrast when viewed using monochrome displays or by people with different types of color deficits.

1.1.1.4 Checkpoints:

2.1 Ensure that all information conveyed with color is also available without color, for example from context or markup. **[Priority 1]**

2.2 Ensure that foreground and background color combinations provide sufficient contrast when viewed by someone having color deficits or when viewed on a black and white screen. **[Priority 2 for images, Priority 3 for text].**

Guideline 3. Use markup and style sheets and do so properly

1.1.1.5 Mark up documents with the proper structural elements. Control presentation with style sheets rather than with presentation elements and attributes.

Using markup improperly -- not according to specification -- hinders accessibility. Misusing markup for a presentation effect (e.g., using a table for layout or a header to change the font size) makes it difficult for users with specialized software to understand the Organisation of the page or to navigate through it. Furthermore, using presentation markup rather than structural markup to convey structure (e.g., constructing what looks like a table of data with an HTML PRE element) makes it difficult to render a page intelligibly to other devices (refer to the description of difference between content, structure, and presentation).

Content developers may be tempted to use (or misuse) constructs that achieve a desired formatting effect on older browsers. They must be aware that these practices cause accessibility problems and must consider whether the formatting effect is so critical as to warrant making the document inaccessible to some users.

At the other extreme, content developers must not sacrifice appropriate markup because a certain browser or assistive technology does not process it correctly. For example, it is appropriate to use the TABLE element in HTML to mark up tabular information even though some older screen readers may not handle side-by-side text correctly. Using TABLE correctly and creating tables that transform gracefully makes it possible for software to render tables other than as two-dimensional grids.

1.1.1.6 Checkpoints:

3.1 When an appropriate markup language exists, use markup rather than images to convey information. **[Priority 2]**

For example, use MathML to mark up mathematical equations, and style sheets to format text and control layout. Also, avoid using images to represent text -- use text and style sheets instead.

3.2 Create documents that validate to published formal grammars. **[Priority 2]**

For example, include a document type declaration at the beginning of a document that refers to a published DTD (e.g., the strict HTML 4.0 DTD).

3.3 Use style sheets to control layout and presentation. **[Priority 2]**

For example, use the CSS 'font' property instead of the HTML FONT element to control font styles.

3.4 Use relative rather than absolute units in markup language attribute values and style sheet property values. **[Priority 2]**

For example, in CSS, use 'em' or percentage lengths rather than 'pt' or 'cm', which are absolute units. If absolute units are used, validate that the rendered content is usable (refer to the [section on validation](#)).

3.5 Use header elements to convey document structure and use them according to specification. **[Priority 2]**

For example, in HTML, use H2 to indicate a subsection of H1. Do not use headers for font effects.

3.6 Mark up lists and list items properly. **[Priority 2]**

For example, in HTML, nest OL, UL, and DL lists properly.

3.7 Mark up quotations. Do not use quotation markup for formatting effects such as indentation. **[Priority 2]**

For example, in HTML, use the Q and BLOCKQUOTE elements to markup short and longer quotations, respectively.

Guideline 4. Clarify natural language usage

1.1.1.7 Use markup that facilitates pronunciation or interpretation of abbreviated or

foreign text.

When content developers mark up natural language changes in a document, speech synthesizers and braille devices can automatically switch to the new language, making the document more accessible to multilingual users. Content developers should identify the predominant natural language of a document's content (through markup or HTTP headers). Content developers should also provide expansions of abbreviations and acronyms.

In addition to helping assistive technologies, natural language markup allows search engines to find key words and identify documents in a desired language. Natural language markup also improves readability of the Web for all people, including those with learning disabilities, cognitive disabilities, or people who are deaf.

When abbreviations and natural language changes are not identified, they may be indecipherable when machine-spoken or brailled.

1.1.1.8 Checkpoints:

4.1 Clearly identify changes in the natural language of a document's text and any text equivalents (e.g., captions). **[Priority 1]**

For example, in HTML use the "lang" attribute. In XML, use "xml:lang".

4.2 Specify the expansion of each abbreviation or acronym in a document where it first occurs. **[Priority 3]**

For example, in HTML, use the "title" attribute of the ABBR and ACRONYM elements. Providing the expansion in the main body of the document also helps document usability.

4.3 Identify the primary natural language of a document. **[Priority 3]**

For example, in HTML set the "lang" attribute on the HTML element. In XML, use "xml:lang". Server operators should configure servers to take advantage of HTTP content negotiation mechanisms ([RFC2068](#), section 14.13) so that clients can automatically retrieve documents of the preferred language.

Guideline 5. Create tables that transform gracefully

1.1.1.9 Ensure that tables have necessary markup to be transformed by accessible browsers and other user agents.

Tables should be used to mark up truly tabular information ("data tables"). Content developers should avoid using them to lay out pages ("layout tables"). Tables for any use also present special problems to users of screen readers.

Some user agents allow users to navigate among table cells and access header and other table cell information. Unless marked-up properly, these tables will not provide user agents with the appropriate information.

The following checkpoints will directly benefit people who access a table through auditory means (e.g., a screen reader or an automobile-based personal computer) or who view only a

portion of the page at a time (e.g., users with blindness or low vision using speech output or a braille display, or other users of devices with small displays, etc.).

1.1.1.10 Checkpoints:

5.1 For data tables, identify row and column headers. **[Priority 1]**

For example, in HTML, use TD to identify data cells and TH to identify headers.

5.2 For data tables that have two or more logical levels of row or column headers, use markup to associate data cells and header cells. **[Priority 1]**

For example, in HTML, use THEAD, TFOOT, and TBODY to group rows, COL and COLGROUP to group columns, and the "axis", "scope", and "headers" attributes, to describe more complex relationships among data.

5.3 Do not use tables for layout unless the table makes sense when linearized. Otherwise, if the table does not make sense, provide an alternative equivalent (which may be a linearized version). **[Priority 2]**

Note. Once user agents support style sheet positioning, tables should not be used for layout.

5.4 If a table is used for layout, do not use any structural markup for the purpose of visual formatting. **[Priority 2]**

For example, in HTML do not use the TH element to cause the content of a (non-table header) cell to be displayed centered and in bold.

5.5 Provide summaries for tables. **[Priority 3]**

For example, in HTML, use the "summary" attribute of the TABLE element.

5.6 Provide abbreviations for header labels. **[Priority 3]**

For example, in HTML, use the "abbr" attribute on the TH element.

Guideline 6. Ensure that pages featuring new technologies transform gracefully

1.1.1.11 Ensure that pages are accessible even when newer technologies are not supported or are turned off.

Although content developers are encouraged to use new technologies that solve problems raised by existing technologies, they should know how to make their pages still work with older browsers and people who choose to turn off features.

1.1.1.12 Checkpoints:

6.1 Organize documents so they may be read without style sheets. For example, when an HTML document is rendered without associated style sheets, it must still be possible to read the document. **[Priority 1]**

When content is organized logically, it will be rendered in a meaningful order when style sheets are turned off or not supported.

6.2 Ensure that equivalents for dynamic content are updated when the dynamic content changes. **[Priority 1]**

6.3 Ensure that pages are usable when scripts, applets, or other programmatic objects are turned off or not supported. If this is not possible, provide equivalent information on an alternative accessible page. **[Priority 1]**

For example, ensure that links that trigger scripts work when scripts are turned off or not supported (e.g., do not use "javascript:" as the link target). If it is not possible to make the page usable without scripts, provide a text equivalent with the NOSCRIPT element, or use a server-side script instead of a client-side script, or provide an alternative accessible page as per [checkpoint 11.4](#).

6.4 For scripts and applets, ensure that event handlers are input device-independent. **[Priority 2]**

Refer to the definition of [device independence](#).

6.5 Ensure that dynamic content is accessible or provide an alternative presentation or page. **[Priority 2]**

For example, in HTML, use NOFRAMES at the end of each frameset. For some applications, server-side scripts may be more accessible than client-side scripts.

Guideline 7. Ensure user control of time-sensitive content changes

1.1.1.13 Ensure that moving, blinking, scrolling, or auto-updating objects or pages may be paused or stopped.

Some people with cognitive or visual disabilities are unable to read moving text quickly enough or at all. Movement can also cause such a distraction that the rest of the page becomes unreadable for people with cognitive disabilities. Screen readers are unable to read moving text. People with physical disabilities might not be able to move quickly or accurately enough to interact with moving objects.

Note. All of the following checkpoints involve some content developer responsibility until user agents provide adequate feature control mechanisms.

1.1.1.14 Checkpoints:

7.1 Until user agents allow users to control flickering, avoid causing the screen to flicker. **[Priority 1]**

Note. People with photosensitive epilepsy can have seizures triggered by flickering or flashing in the 4 to 59 flashes per second (Hertz) range with a peak sensitivity at 20 flashes per second as well as quick changes from dark to light (like strobe lights).

7.2 Until user agents allow users to control blinking, avoid causing content to blink (i.e., change presentation at a regular rate, such as turning on and off). **[Priority 2]**

7.3 Until user agents allow users to freeze moving content, avoid movement in pages. **[Priority 2]**

When a page includes moving content, provide a mechanism within a script or applet to allow users to freeze motion or updates. Using style sheets

with scripting to create movement allows users to turn off or override the effect more easily.

7.4 Until user agents provide the ability to stop the refresh, do not create periodically auto-refreshing pages. **[Priority 2]**

For example, in HTML, don't cause pages to auto-refresh with "HTTP-EQUIV=refresh" until user agents allow users to turn off the feature.

7.5 Until user agents provide the ability to stop auto-redirect, do not use markup to redirect pages automatically. Instead, configure the server to perform redirects. **[Priority 2]**

Note. The BLINK and MARQUEE elements are not defined in any W3C HTML specification and should not be used.

Guideline 8. Ensure direct accessibility of embedded user interfaces

1.1.1.15 Ensure that the user interface follows principles of accessible design: device-independent access to functionality, keyboard operability, self-voicing, etc.

When an embedded object has its "own interface", the interface -- like the interface to the browser itself -- must be accessible. If the interface of the embedded object cannot be made accessible, an alternative accessible solution must be provided.

Note. For information about accessible interfaces, please consult the User Agent Accessibility Guidelines ([\[WAI-USERAGENT\]](#)) and the Authoring Tool Accessibility Guidelines ([\[WAI-AUTOOL\]](#)).

1.1.1.16 Checkpoint:

8.1 Make programmatic elements such as scripts and applets directly accessible or compatible with assistive technologies **[Priority 1 if functionality is important and not presented elsewhere, otherwise Priority 2.]**

Guideline 9. Design for device-independence

1.1.1.17 Use features that enable activation of page elements via a variety of input devices.

[Device-independent](#) access means that the user may interact with the user agent or document with a preferred input (or output) device -- mouse, keyboard, voice, head wand, or other. If, for example, a form control can only be activated with a mouse or other pointing device, someone who is using the page without sight, with voice input, or with a keyboard or who is using some other non-pointing input device will not be able to use the form.

Note. Providing text equivalents for image maps or images used as links makes it possible for users to interact with them without a pointing device.

Generally, pages that allow keyboard interaction are also accessible through speech input or a command line interface.

1.1.1.18 Checkpoints:

9.1 Provide client-side image maps instead of server-side image maps except where the regions cannot be defined with an available geometric shape. **[Priority 1]**

Refer also to [checkpoint 1.1](#), [checkpoint 1.2](#), and [checkpoint 1.5](#).

9.2 Ensure that any element that has its own interface can be operated in a device-independent manner. **[Priority 2]**

Refer to the definition of [device independence](#).

9.3 For scripts, specify logical event handlers rather than device-dependent event handlers. **[Priority 2]**

9.4 Create a logical tab order through links, form controls, and objects. **[Priority 3]**

For example, in HTML, specify tab order via the "tabindex" attribute or ensure a logical page design.

9.5 Provide keyboard shortcuts to important links (including those in client-side image maps), form controls, and groups of form controls. **[Priority 3]**

For example, in HTML, specify shortcuts via the "accesskey" attribute.

Guideline 10. Use interim solutions

1.1.1.19 Use interim accessibility solutions so that assistive technologies and older browsers will operate correctly.

For example, older browsers do not allow users to navigate to empty edit boxes. Older screen readers read lists of consecutive links as one link. These active elements are therefore difficult or impossible to access. Also, changing the current window or popping up new windows can be very disorienting to users who cannot see that this has happened.

Note. The following checkpoints apply until user agents (including assistive technologies) address these issues. These checkpoints are classified as "interim", meaning that the Web Content Guidelines Working Group considers them to be valid and necessary to Web accessibility *as of the publication of this document*. However, the Working Group does not expect these checkpoints to be necessary in the future, once Web technologies have incorporated anticipated features or capabilities.

1.1.1.20 Checkpoints:

10.1 Until user agents allow users to turn off spawned windows, do not cause pop-ups or other windows to appear and do not change the current window without informing the user. **[Priority 2]**

For example, in HTML, avoid using a frame whose target is a new window.

10.2 Until user agents support explicit associations between labels and form controls, for all form controls with implicitly associated labels, ensure that the label is properly positioned. **[Priority 2]**

The label must immediately precede its control on the same line (allowing more than one control/label per line) or be in the line preceding the control (with only one label and one control per line). [Refer also to checkpoint 12.4](#).

10.3 Until user agents (including assistive technologies) render side-by-side text correctly, provide a linear text alternative (on the current page or some other) for *all* tables that lay out text in parallel, word-wrapped columns. **[Priority 3]**

Note. Please consult the definition of linearized table. This checkpoint benefits people with user agents (such as some screen readers) that are unable to handle blocks of text presented side-by-side; the checkpoint should not discourage content developers from using tables to represent tabular information.

10.4 Until user agents handle empty controls correctly, include default, place-holding characters in edit boxes and text areas. **[Priority 3]**

For example, in HTML, do this for TEXTAREA and INPUT.

10.5 Until user agents (including assistive technologies) render adjacent links distinctly, include non-link, printable characters (surrounded by spaces) between adjacent links. **[Priority 3]**

Guideline 11. Use W3C technologies and guidelines

1.1.1.21 Use W3C technologies (according to specification) and follow accessibility guidelines. Where it is not possible to use a W3C technology, or doing so results in material that does not transform gracefully, provide an alternative version of the content that is accessible.

The current guidelines recommend W3C technologies (e.g., HTML, CSS, etc.) for several reasons:

- W3C technologies include "built-in" accessibility features.
- W3C specifications undergo early review to ensure that accessibility issues are considered during the design phase.
- W3C specifications are developed in an open, industry consensus process.

Many non-W3C formats (e.g., PDF, Shockwave, etc.) require viewing with either plug-ins or stand-alone applications. Often, these formats cannot be viewed or navigated with standard user agents (including assistive technologies). Avoiding non-W3C and non-standard features (proprietary elements, attributes, properties, and extensions) will tend to make pages more accessible to more people using a wider variety of hardware and software. When inaccessible technologies (proprietary or not) must be used, equivalent accessible pages must be provided.

Even when W3C technologies are used, they must be used in accordance with accessibility guidelines. When using new technologies, ensure that they transform gracefully.

Note. Converting documents (from PDF, PostScript, RTF, etc.) to W3C markup languages (HTML, XML) does not always create an accessible document. Therefore, validate each page for accessibility and usability after the conversion process (refer to the [section on validation](#)). If a page does not readily convert, either revise the page until its original representation converts appropriately or provide an HTML or plain text version.

1.1.1.22 Checkpoints:

11.1 Use W3C technologies when they are available and appropriate for a task and

use the latest versions when supported. **[Priority 2]**

Refer to the [list of references](#) for information about where to find the latest W3C specifications and [\[WAI-UA-SUPPORT\]](#) for information about user agent support for W3C technologies.

11.2 Avoid deprecated features of W3C technologies. **[Priority 2]**

For example, in HTML, don't use the deprecated FONT element; use style sheets instead (e.g., the 'font' property in CSS).

11.3 Provide information so that users may receive documents according to their preferences (e.g., language, content type, etc.) **[Priority 3]**

Note. Use content negotiation where possible.

11.4 If, [after best efforts](#), you cannot create an accessible page, provide a link to an alternative page that uses W3C technologies, is accessible, has equivalent information (or functionality), and is updated as often as the inaccessible (original) page. **[Priority 1]**

Note. Content developers should only resort to alternative pages when other solutions fail because alternative pages are generally updated less often than "primary" pages. An out-of-date page may be as frustrating as one that is inaccessible since, in both cases, the information presented on the original page is unavailable. Automatically generating alternative pages may lead to more frequent updates, but content developers must still be careful to ensure that generated pages always make sense, and that users are able to navigate a site by following links on primary pages, alternative pages, or both. Before resorting to an alternative page, reconsider the design of the original page; making it accessible is likely to improve it for all users.

Guideline 12. Provide context and orientation information

1.1.1.23 Provide context and orientation information to help users understand complex pages or elements.

Grouping elements and providing contextual information about the relationships between elements can be useful for all users. Complex relationships between parts of a page may be difficult for people with cognitive disabilities and people with visual disabilities to interpret.

1.1.1.24 Checkpoints:

12.1 Title each frame to facilitate frame identification and navigation. **[Priority 1]**

For example, in HTML use the "title" attribute on FRAME elements.

12.2 Describe the purpose of frames and how frames relate to each other if it is not obvious by frame titles alone. **[Priority 2]**

For example, in HTML, use "longdesc," or a description link.

12.3 Divide large blocks of information into more manageable groups where natural and appropriate. **[Priority 2]**

For example, in HTML, use OPTGROUP to group OPTION elements inside a

SELECT; group form controls with FIELDSET and LEGEND; use nested lists where appropriate; use headings to structure documents, etc.

12.4 Associate labels explicitly with their controls. **[Priority 2]**

For example, in HTML use LABEL and its "for" attribute.

Guideline 13. Provide clear navigation mechanisms

- 1.1.1.25 Provide clear and consistent navigation mechanisms -- orientation information, navigation bars, a site map, etc. -- to increase the likelihood that a person will find what they are looking for at a site.

Clear and consistent navigation mechanisms are important to people with cognitive disabilities or blindness, and benefit all users.

1.1.1.26 Checkpoints:

13.1 Clearly identify the target of each link. **[Priority 2]**

Link text should be meaningful enough to make sense when read out of context -- either on its own or as part of a sequence of links. Link text should also be terse.

For example, in HTML, write "Information about version 4.3" instead of "click here". In addition to clear link text, content developers may further clarify the target of a link with an informative link title (e.g., in HTML, the "title" attribute).

13.2 Provide metadata to add semantic information to pages and sites. **[Priority 2]**

For example, use RDF ([\[RDF\]](#)) to indicate the document's author, the type of content, etc.

Note. Some HTML user agents can build navigation tools from document relations described by the HTML LINK element and "rel" or "rev" attributes (e.g., rel="next", rel="previous", rel="index", etc.).

13.3 Provide information about the general layout of a site (e.g., a site map or table of contents). **[Priority 2]**

In describing site layout, highlight and explain available accessibility features.

13.4 Use navigation mechanisms in a consistent manner. **[Priority 2]**

13.5 Provide navigation bars to highlight and give access to the navigation mechanism. **[Priority 3]**

13.6 Group related links, identify the group (for user agents), and, until user agents do so, provide a way to bypass the group. **[Priority 3]**

13.7 If search functions are provided, enable different types of searches for different skill levels and preferences. **[Priority 3]**

13.8 Place distinguishing information at the beginning of headings, paragraphs, lists, etc. **[Priority 3]**

Note. This is commonly referred to as "front-loading" and is especially helpful for people accessing information with serial devices such as speech

synthesizers.

13.9 Provide information about document collections (i.e., documents comprising multiple pages.). **[Priority 3]**

For example, in HTML specify document collections with the LINK element and the "rel" and "rev" attributes. Another way to create a collection is by building an archive (e.g., with zip, tar and gzip, stuffit, etc.) of the multiple pages.

Note. The performance improvement gained by offline processing can make browsing much less expensive for people with disabilities who may be browsing slowly.

13.10 Provide a means to skip over multi-line ASCII art. **[Priority 3]**

Guideline 14. Ensure that documents are clear and simple

1.1.1.27 Ensure that documents are clear and simple so they may be more easily understood.

Consistent page layout, recognizable graphics, and easy to understand language benefit all users. In particular, they help people with cognitive disabilities or who have difficulty reading. (However, ensure that images have text equivalents for people who are blind, have low vision, or for any user who cannot or has chosen not to view graphics.)

Using clear and simple language promotes effective communication. Access to written information can be difficult for people who have cognitive or learning disabilities. Using clear and simple language also benefits people whose first language differs from your own, including those people who communicate primarily in sign language.

1.1.1.28 Checkpoints:

14.1 Use the clearest and simplest language appropriate for a site's content. **[Priority 1]**

14.2 Supplement text with graphic or auditory presentations where they will facilitate comprehension of the page. **[Priority 3]**

14.3 Create a style of presentation that is consistent across pages. **[Priority 3]**

Appendix 2 – NTB Brand Assets

This document must be separately downloaded from MCA Namibia Website Procurement Page.