



The Electoral Institute for Sustainable Democracy in Africa (EISA)

Website Design and Development

Tender No. 1/2022

Invitation to Tender

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PART 1

INTRODUCTION TO EISA

INTRODUCTION

EISA is a not-for-profit organisation promoting credible elections, citizen participation, and strong political institutions for sustainable democracy in Africa. Established in 1996 in South Africa, the organisation now has field offices across the continent with our services sought after by national, sub-regional and continental partners.

With the support of our partners, EISA works towards an African continent where democratic governance, human rights and citizen participation are upheld in a peaceful environment.

SCOPE

To promote credible elections, citizen participation and the strengthening of political institutions for sustainable democracy in Africa, EISA's structures include:

- [Elections and Political Processes](#) seeks to influence key political processes that underpin elections in Africa and to promote the development, popularisation and application of election principles and good practices through knowledge production and dissemination, monitoring and technical support to election stakeholders.
- [Governance Institutions and Processes](#) aims to strengthen these key democracy institutions in Africa, by building the functional capacity of political parties and foster good inter-party relations.
- [Balloting and Electoral Services](#) enhances the credibility and legitimacy of organisational elections by providing independent and impartial electoral administration, management and consultancy services to business, labour, government, civic associations, tertiary institutions, community-based organizations, quasi-state bodies and political parties.
- [Field offices](#) are established to pursue specific objectives, on a permanent bases where these are broad, or on a temporary and ad hoc basis when they are more circumscribed...

MAIN OBJECTIVE

Our vision

An African continent where democratic governance, human rights and citizen participation are upheld in a peaceful environment.

Mission statement

EISA strives for excellence in the promotion of credible elections, citizen participation, and strong political institutions for sustainable democracy in Africa.

PART 2

TECHNICAL SPECIFICATIONS

SCOPE OF THIS TENDER

The tender scope is for the design and development of the EISA primary website. The website needs to be an informative content website for EISA stakeholders including but not limited to: Academics; political parties, Election Monitoring bodies; Regional Organisations; partner and donor organisations; Students and the public

1.2. OVERVIEW OF CURRENT IMPLEMENTATION

Domain, subdomain and URL structure

The website will replace the current EISA primary website - <https://www.eisa.org/>. Applications must include a proposed sitemap outlining the basic website and URL structure of the proposed solution.

Hardware infrastructure

Applications must include a proposed costing and specifications for the hosting of the new EISA primary website.

Software infrastructure

The current version of the EISA primary website is built on HTML/CSS. EISA expects the tender to advise on the feasibility of upgrading the current platform or alternatively suggesting a substitute platform including a motivation for such substitute.

SERVICE REQUIREMENTS WEBSITE DEVELOPMENT

Given the nature of EISA's focus, it is of vital importance that the environment remains as secure as possible at all times. The successful contractor must ensure that the website is fully functional and accessible through at least the following devices, browsers and platforms:

- IOS Devices, including iPad's
- Android devices
- Windows phones
- Google Chrome
- Internet Explorer 10 and 11
- Firefox
- Safari

The requirements as set out above must be met by the contractor wherever applicable for both the design and the development of the website and software. Including, but not limited to, website updates, backups, testing and scanning, monitoring, and reporting, availability and response time. The contractor must ensure that all documentation pertaining to the design and development of the website, including test results, are kept up-to-date at all times.

Software development

The software development for the website should include both a staging environment and a production environment. The QA process must be laid out by the tenderer in the documents submitted.

Design and website structure

The contractor must ensure that the designs, as approved by the EISA representative, are reflected in the development of the website, and ensure the fully approved website sitemap is delivered at the end of the project, as well as the technical specifications document.

Security

The contractor shall use all commercially reasonable efforts consistent with sound software development practices, taking into account the severity of the risk, to protect against and resolve all security issues as quickly as possible.

SOCIAL MEDIA

Respondents to this tender must indicate their ability to integrate social media campaigns and community management and include proposed costing and plans for integration with social media platforms and community management.

SEO & SEM

Respondents to this tender must indicate their ability to provide specialised SEO & SEM services. An excellent grasp of search engine optimisation best practises and industry standards is a must have. Ideal respondents will be Google Premier Partners.

STRATEGIC GUIDANCE

The ideal respondent to this tender will also be able to demonstrate the ability to provide strategic guidance to EISA regarding the design and presentation of its website reflecting the vision and mission of the organisation. Ideally the respondent should have specific experience in the Non-governmental, Governance and Think Tank spaces.

MIGRATION AND TRANSITION

The tender documents must put forward a proposed migration and transition plan outlining potential risks and a high-level disaster recovery plan. A failsafe backup and restoration plan should be included in the technical specifications, as well as security features to reduce/minimise the risk of DDoS and infiltration attempts.

TECHNICAL OFFER

In this section the expectations of EISA are explained in terms of the technical offer in response to this tender. In general, EISA expects the tenderer to explain how the above-mentioned requirements will be met by the contractor.

WEBSITE DEVELOPMENT SERVICES

- Description of the tenderer's company and how the requirements as set out in Section 1 will be met.
- A minimum of three projects completed that show the relevant experience and expertise indesigning and developing similar websites.
- The project team responsible for delivering the website.
- Description of how the tenderer proposes to deliver both the design and development of the website.
- Project plans and deliverable schedules, estimation on man-hours and budget, including three possible change request scenarios:

- Scenario 1: Potential for additional pages to be added to website
- Scenario 2: Unidentified on-boarding changes based on EISA's requirement changes
- Scenario 3: Website content changes based on timeline, additional documentation and newsletters to be added to the website document library

TENDER RESULT AND ESTIMATED CONTRACT VALUE

This tender procedure will conclude with the award for the design and development of the EISA website. The contract value will not be disclosed, and this tender will be awarded based on the evaluation procedure as explained in Section 3 and Section 4 in part 3 below. All financial offers will be taken into consideration and evaluated fairly and according to the evaluation criteria.

CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The tenderer will include with the Technical Offer all the documents and information that will enable its offer to be assessed in terms of quality and compliance with the Technical Specification. (See Annexure 1 for the Documents Checklist).

CONTENT AND PRESENTATION OF THE PRICE OFFER

The tenderer will include the financial offer for this tender, including all costs involved. To be valid, the financial offer must be dated, stamped, and signed by the authorised person. The financial offer must show costs for both exclusive and inclusive of Value Added Tax. The terms and conditions regarding payments must also be stated on the financial offer document.

DATA PROTECTION

The tenderer's information and submission will not be made available to other tenderers. Only the professional contact data of the tenderer will be stored, and thus no special confidentiality requirements are envisioned.

COST

The cost submitted as part of the tender must be inclusive of all costs involved in the performance of the contract. The submitted costs will reflect the full amount exclusive of Value Added Tax (VAT), and the full amount inclusive of VAT. Each line item on the financial offer must be clearly indicated in terms of the purpose of the line item. Additional costs must also be indicated on the financial offer.

COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER

The tenderer will not be reimbursed by EISA or EISA representatives for any costs incurred in the preparation and submission of the tender. Any such costs are for the tenderer's own account and will be paid by the tenderer.

PERIOD OF VALIDITY OF THE TENDER

The tenderer must enclose confirmation that the financial offer is valid for at least 90 (ninety) days from the date of submission by the tenderer.

PAYMENT ARRANGEMENTS

Payments under the contract will be completed based on the contract signed and the payment terms and conditions of the tenderer. The terms and conditions of the tenderer will be reviewed by the EISA representative and negotiated with the awarded tenderer.

PART 3

ADMINISTRATIVE DETAILS

FORMAL REQUIREMENTS

ADDRESS AND DEADLINE FOR SUBMISSION OF TENDER

Submissions must be hand delivered on or before 12h00, on Monday, 18 July 2022 at the following address:

ATT: Melanie Meirotti
The Electoral Institute for Sustainable Democracy in Africa (EISA)
14 Park Road
Richmond
Johannesburg
2092

Alternatively:

Submissions may be emailed to melanie@eisa.org

The application, including all the documentation required for the submission of this tender, must be addressed to the following EISA representative:

Melanie Meirotti | Research & Quality Assurance Manager
Electoral Institute for Sustainable Democracy in Africa (EISA)
[Tel:+27-11-381-6000](tel:+27-11-381-6000) | melanie@eisa.org | www.eisa.org

IDENTIFICATION OF THE TENDER

All tenderers must complete the Legal Entity Form (Annexure 2) and it must be signed by the authorised representative of the tenderer.

In addition to the above, the Financial Identification Form (Annexure 3) must also be completed and signed by the authorised representative and include a confirmation letter of the provided banking details. Lastly, the Declaration by the Authorised Representative (Annexure 4) and the Administrative Identification Form (Annexure 8) must also be completed for internal administrative purposes.

The Legal Entity Form must be submitted with the following required documentation for the identification of the tenderer's name, address and official registration number.

For private entities

- a) A legible copy of the instrument of incorporation and copy of the statutes, or a copy of the constitution or incorporation published in the national or other journal, should the legislation require such a

- publication from the tenderer.
- b) If the instrument as mentioned above has been amended, the most recent amended legible copy is required, including the involvement of any transfer of the legal entity's registered office, or a copy of the published notice relevant to the national or other official journal of the amendment, should the legislation require such a publication from the tenderer.
 - c) If the instrument as mentioned above has not been amended since the incorporation and the registered office of the tenderer has not been transferred since then, a written confirmation by the authorised representative of the tenderer, that no such amendments have been made.
 - d) Legible copy of the notice of appointment of the authorised representative that is representing the tenderer in third-party contracts and in legal proceedings, or a copy of the published appointment, should the legislation require such a publication of the concerned legal entity.
 - e) Should the above documentation not reflect the registration number, the proof of registration as prescribed by the organisation's country of establishment, on one of the professional or trade registers or any other document that has been officiated which reflects the registration number.
 - f) Should the above documentation not show the Value Added Tax number, the Value Added Tax registration document must be submitted.

For individuals

- g) Certified copy of their identity document or passport.
- h) If applicable, proof of registration as per the prescribed requirement of their established country, on one of the professional or trade registers or any other document that has been officiated which reflects the registration number.
- i) Should the above documentation not show the Value Added Tax number, the Value Added Tax registration document must be submitted.

For public entities

A tender submitted by an organisation or company, must provide the following administrative information and documents to be clearly identified:

- Full name of the organisation/company
- Legal status
- Registration number
- Address
- Persons of contact
- Authorised representative signing on behalf of the organisation/company
- Telephone number
- Value Added Tax number
- Banking details
 - Bank name
 - Account number
 - Account type
 - Branch name
 - Branch code
 - Bank identification

SUBCONTRACTING

Any intention to subcontract part of the contract must be clearly stated by the tenderer in their technical offer and by completing Annexure 5 (Subcontractors Form). The subcontractor may not sub-contract further. EISA and

its representatives are therefore not responsible for the payment of the tenderer to a subcontractor, and therefore the responsibility remains with the tendering company or persons only.

REQUIRED SIGNATURES

The tenderer and the authorised representative must sign both the technical offer and the financial offer, as well as all Annexures below.

TOTAL FIXED COST

The total fixed cost must be reflected on the pricing schedule. The contract cost is not subject to revision. The amounts based on the scenarios are subject to revision based on the actual requirements per scenario, if applicable.

LANGUAGE

The tender and supporting documentation must be compiled and submitted in English only.

EXCLUSION OF TENDERERS

REASONS FOR EXCLUSION

Tenderers will be excluded from participation in the following events:

- If they are bankrupt or have affairs administered by a court;
- If they have entered into an arrangement with debt collectors;
- If they have been convicted of any offence concerning their professional conduct including instances involving confidential data and information; or
- If they have not complied with tax laws and payments according to legal provisions for the country in which they are established.

ADDITIONAL REASONS FOR AN UNSUCCESSFUL TENDER

The tenderers may not be awarded the contract based on the following examples:

- A conflict of interest at the time of submission. (See Annexure 6 to be completed);
- The submission is incomplete and does not contain all the required supporting documentation; or
- Any attempt by the tenderer to obtain confidential information and/or enter into unlawful agreements with competitors and/or the evaluation committee during the tender process.

SELECTION CRITERIA

The tenderers will be selected using the following criteria. Documentary evidence of the tenderer's claims in the below criteria is required.

PROFESSIONAL INFORMATION

The tenderer must provide evidence of declaration or certificates in one of the professional or trade registers in their country of establishment.

FINANCIAL AND ECONOMIC CAPACITY

The following documents must be provided as evidence of proof of financial and economic standing:

- Copy of financial statements such as the balance sheet and/or profit/loss accounts for the last two years.
- If the tenderer is not permitted by law of their established country to publish its accounts, then a copy of the audited accounts for the last two years must be presented.

TECHNICAL AND PROFESSIONAL CAPACITY

The criteria as listed below relates to the tenderer's and/or subcontractor's skills, efficiency, experience, and reliability. The tenderer must prove that they comply with the sufficient technical and professional capacity in order to perform the contract. This will be established by providing the following documentation:

- Detailed description of the resources, both hardware and software, to be available for this contract;
- Curriculum Vitae's of all resources to participate in this contract;
- Quality control and assurance methodology; and
- Examples of design and development services performed over the past three years.

AWARD CRITERIA

QUALITY OF THE OFFER

Functional criteria

No	Functional criteria		Weighting (max. points)
1	Technical compliance	Compliance with the technical requirements as stated in Part 2 of this document	30
2	Quality and accuracy of content and structure	Quality of the proposal and accuracy of descriptions and offer to provide the required services	20
3	Project team	Project team allocated to the contract	20
5	Financial offer	Compliance with financial offer requirements	20
6	Additional items of service	Additional services that can be provided by tenderer	40
Total Functional Points (FP)			130

Additional items of service

Tenderers will be awarded points based on the following additional services that can be provided:

Additional Service	Awarded points
Production videos	10
SEO and Google AdWords	10
Social media	10
Strategic guidance	10
Total allocation to scoring above	40

Offers scoring less than 50% for any of the above criteria will be deemed as unsuccessful and thus be eliminated from further consideration.

The criteria total a number of 130 points.

COST OF THE OFFER

Tenderers must provide the costs in South African Rand and a full layout of all costings must be provided.

PAYMENT AND STANDARD CONTRACT

The terms and conditions surrounding the cost of the offer must also be stipulated as part of the offer cost submission document.

VALIDITY

The period of validity of the tenderer's cost must be at least 90 (ninety) days from the date of the submission's deadline.

ADDITIONAL PROVISIONS

Any changes to the tenderer's submission will only be accepted should they be received prior or on the final closing date of submissions. Any expenses incurred by the tenderer are for the tenderer's own account and will not be refunded. The progress of the evaluation of tenderers will not be given during this process. The outcome of each submission will be communicated accordingly to each tenderer, after the selection of the shortlisted tenderers have been finalised.

NO OBLIGATION TO AWARD THE CONTRACT

Initiation of the tendering procedure does not impose any obligation on EISA and its representatives to award the tender. EISA and its representatives will not be held liable for any compensation with respect to the tenderers whose tender submissions have not been successful. EISA will also not be liable should it decide not to award the contract.

DRAFT AGREEMENT

A framework of the service agreement will be proposed to the selected candidate. The draft copy of this agreement is included as Annexure 7 Draft Agreement Framework to this tender.

The general terms and conditions of EISA's standard service agreement cannot be modified in any way. Submission of this tender by a potential contractor implies the acceptance of the agreement and all the terms and conditions therein. It is therefore recommended that the tenderer passes this draft copy to their legal department before submission of the tender documents.

SPECIFIC INFORMATION

TIMETABLE

The timetable for this tender and the resulting contract is stipulated below.

EISA's website design and development

Summary of timetable comments:

Launch of tender – contract notice	15 July 2022	
Deadline for request of information from EISA and its representatives	5 August 2022	All queries and questions regarding this tender may be addressed to Melanie Meirotti: melanie@eisa.org

Launch of tender – contract notice	15 July 2022	
Final date of clarifications as issued by EISA and its representatives	11 August 2022	
Deadline for submission of offers	29 August 2022	Hand delivered by 12h00 on this day

Opening of offers by EISA and its representatives	30 August 2022	Time as determined by EISA and its representatives
Date of evaluation of offers	30 August – 1 September 2022	Time as determined by EISA and its representatives
Notification to unsuccessful tenders	2 September 2022	Estimated
Notification of award and candidates	2 September 2022	Estimated
Contract signature	5 September 2022	Estimated
Commencement date of activities	As per tender	Estimated
Completion date of activities	As per tender	Estimated

ANNEXURE 1- DOCUMENT CHECKLIST

WHAT MUST BE INCLUDED IN THE SUBMISSION OF A TENDER

Please tick each box and return this checklist with the offer.

1. Technical Offer	
2. Professional information (see Part 3)	
3. Proof of financial and economic capacity (see Part 3)	
4. Proof of technical and professional capacity (see Part 3)	
5. Legal entity form (Annexure 2) signed and dated	
6. Financial identification form (Annexure 3) signed and dated	
7. Proof of bank account stamped and dated by authorised bank	
8. Declaration of honour (Annexure 6) signed and dated	
9. Declaration by authorised representative (Annexure 4) signed and dated	
10. Subcontractor form (Annexure 5) signed and dated	
11. Administrative identification form (Annexure 8)	
12. Company memberships (if applicable)	
13. Original tax clearance certificate	
14. Pricing schedule	

Print name of authorised representative:	Signature:	Date:
Print name of tenderer:	Signature:	Date:

ANNEXURE 2 - LEGAL ENTITY FORM

Please complete the form below based on your legal entity type:

LEGAL ENTITY FORM	
SECTION 1: DETAILS OF LEGAL ENTITY	
Please select one of the following	<p>South-African company <input type="checkbox"/></p> <p>Close Corporation <input type="checkbox"/></p> <p>Partnership <input type="checkbox"/></p> <p>Trust <input type="checkbox"/></p> <p>Non-taxable institution <input type="checkbox"/></p> <p>Foreign Company <input type="checkbox"/></p> <p>Other (specify)</p>
REGISTERED NAME OF LEGALENTITY	
TRADING NAME OF LEGALENTITY	
FSCA REGISTRATION NUMBER OF LEGAL ENTITY	
SARS REGISTRATION NUMBER OF LEGAL ENTITY	

LEGAL ENTITY FORM								
FINANCIAL YEAR END	Y	Y	Y	Y	M	M	D	D
REGISTRATION DATE	Y	Y	Y	Y	M	M	D	D
COUNTRY OF REGISTRATION	South Africa [ZA]							
	Other (please specify country code)							
COUNTRY OF BUSINESS ADDRESS	South Africa [ZA]							
	Other (please specify country code)							
Please attach proof of registration								
CONTACT DETAILS OF LEGAL ENTITY								
OFFICE TELEPHONE								
FAX NUMBER								
EMAIL ADDRESS								
BUSINESS ADDRESS OF LEGALENTITY								
	POSTAL CODE							
REGISTERED ADDRESS OFLEGAL ENTIT								
	POSTAL CODE							
POSTAL ADDRESS OF LEGAL ENTITY (if different from above)								
	POSTAL CODE							

LEGAL ENTITY FORM					
CLASSIFICATION					
Please select one of the following:					
	Exempt beneficial owner		Active foreign entity		Passive foreign entity
	Participating foreign institution		Non-participating foreign institution		Non-profit organisation
	Certified deemed compliant foreign institution				
IS THE ENTITY A SOUTH AFRICAN TAXPAYER?			YES	NO	
SARS TAX REFERENCE NUMBER					
VALUE ADDED TAX NUMBER					
COUNTRIES OTHER THAN THE RSA					
Is the entity a resident for tax purposes in another country?				YES	NO
Please list the other countries in which the entity is a resident for tax purposes, with the required tax reference numbers					
Country Code			Tax reference or TIN		
Country Code			Tax reference or TIN		
Country Code			Tax reference or TIN		
SECTION 2: AUTHORISED REPRESENTATIVE OF LEGAL ENTITY					
TITLE					

LEGAL ENTITY FORM

INITIALS

FIRST NAME

SURNAME														
DESIGNATION														
DATE OF BIRTH	Y		Y		Y		Y		M		M		D	D
ID NUMBER														
PASSPORT (not SA resident)														
PASSPORT EXPIRY DATE						Y	Y	Y	Y	M	M	D	D	
NATIONALITY	South Africa				If not South Africa, specify country code									
COUNTRY OF BIRTH	South Africa				If not South Africa, specify country code									
RESIDING COUNTRY	South Africa				If not South Africa, specify country code									
DO YOU HAVE DUAL CITIZENSHIP?					YES					NO				
IF YES, SPECIFY COUNTRIES														
WORK TELEPHONE														
FAX NUMBER														
CELL PHONE NUMBER														
EMAIL ADDRESS														
- 21 -														

SECTION 3: APPOINTED ADMINISTRATOR OF LEGAL ENTITY

NAME OF ADMINISTRATOR

LEGAL ENTITY FORM						
CONTACT NUMBER						
EMAIL ADDRESS						
SECTION 4: BANKING DETAILS OF LEGAL ENTITY						
NAME IN WHICH ACCOUNT IS HELD						
NAME OF BANK						
NAME OF BRANCH						
ACCOUNT NUMBER						
BRANCH CODE						
TYPE OF ACCOUNT	Current/cheque		Savings		Transmission	

PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH THE COPIES OF OFFICIALSUPPORTING DOCUMENTS

Print name of authorised representative:	Signature:	Date:
Print name of tenderer:	Signature:	Date:

ANNEXURE 3 - FINANCIAL IDENTIFICATION FORM

Please ensure that a bank account confirmation letter accompanies this form.

FINANCIAL IDENTIFICATION	
Account name	
Account number	
Bank	
Branch	
Branch code	
<i>The name or title under which the account has been opened and not the name of the accountholder</i>	
Name/title	
Contact number	
Email	

Print name of authorised representative:	Signature:	Date:
Print name of tenderer:	Signature:	Date:

ANNEXURE 4 - DECLARATION BY AN AUTHORISED REPRESENTATIVE(S)

NAME OF LEGAL REPRESENTATIVE	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First Name	
Last name	
Title	
Position	
Telephone number	
Email	

NAME OF 2 nd LEGAL REPRESENTATIVE (if applicable)	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First Name	
Last name	
Title	
Position	
Telephone number	
Email	

Print name of authorised representative:	Signature:	Date:
Print name of tenderer:	Signature:	Date:

ANNEXURE 5 – SUBCONTRACTOR’S FORM

	Name(s)	Address
Tenderer (person authorised to sign contract)		
Subcontractor 1		
Subcontractor 2		

Please add additional lines if more subcontractors are required.

DECLARATION BY SUBCONTRACTORS:

<i>I, the undersigned, hereby confirm that I/we are willing to participate in the tasks as set out in the specified tenderer’s documentation</i>	
Subcontractor 1	
Name/company	
Signature	
Date	
Subcontractor 2	
Name/company	
Signature	

<i>I, the undersigned, hereby confirm that I/we are willing to participate in the tasks as setout in the specified tenderer's documentation</i>	
Date	

Please add additional lines if more subcontractors are required.

Print name of authorised representative:	Signature:	Date:
Print name of tenderer:	Signature:	Date:

ANNEXURE 6 - DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

Complete or delete the sections in grey italics in parentheses. Please also select one of the options indicated in grey between the square brackets.

The undersigned _____ *(insert name of the signatory of this form)*
in *[his][her]* own name _____ *(for natural person)*

Or

Representing the following legal person: _____ *(only if the economic operator is a juristic person)*

Full official name: _____

Official legal form: _____

Full official address: _____

Value Added Tax registration number: _____

- Declares that _____ *[the above-mentioned juristic person]* is not in one of the following situations:
 - a) Bankrupt, having affairs administered by the courts, entered into an arrangement with debt collectors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) Has been convicted of an offence concerning professional conduct by judgment of the courts or an authorised member;
 - c) Has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
 - d) Is not in compliance with all its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which they are established; or
 - e) Has been the subject of a judgement regarding fraud, corruption, involvement in criminal offences, money laundering or any other illegal activity.

- Is a subject of an administrative penalty for being guilty of misrepresentation in the supply of information required by the contracting authority as a condition of participation in procuring

procedures or failing to supply this information or has been declared to be in breach of its obligations under contracts.

- Declares that _____ *[the above-mentioned person] [he][she]:*
 - f) Has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interest; political or national affinity, family, emotional life or any other shared interest;
 - g) Will inform the contracting authority, without any delays, of any situation considered a conflict of interest or which may give rise to a conflict of interest case;
 - h) Has not granted and will not grant, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantages, financial or in any kind, to or from any party whatsoever, where such an advantage constitutes an illegal practice or involves corruption, either indirectly or directly, in as much as it is an incentive or reward relating to the award of the contract; and
 - i) Provided accurate, sincere and complete information to EISA and its representatives within the context of this tender submission and procurement procedure.

- Acknowledges that _____ *[the above-mentioned juristic person]* may be subject to administrative and financial penalties if any of the declarations or information provided proves to be false or inaccurate.

In the event of being awarded the contract, the following evidence shall be provided upon request and within the time limit set by EISA and its representatives:

- For situations described in points (a), (b) and (e), production of a recent extract from a judicial record is required or, failing that, a recent equivalent document issued by a judicial administrative authority in the country of establishment showing that those requirements are satisfied.
- For situations described in point (d), recent certificates or letters issued by a competent authority is required. These documents must provide evidence of all tax compliances such as Value Added Tax.

Print name of authorised representative:	Print name:	Signature:
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ANNEXURE 7 - DRAFT AGREEMENT FRAMEWORK

Please read and sign the draft agreement framework. The full agreement will be provided to the contractor awarded this tender.

CONFIDENTIALITY

- 1.1. Each of the Parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, its clients, customers, businesses, business plans or affairs, which information is proprietary and confidential to the other party ("Confidential Information").
- 1.2. Confidential Information shall include any document marked "Confidential", or any information which the recipient has been informed is confidential or which it ought reasonably to expect the other party would regard as confidential.
- 1.3. Confidential Information shall exclude information which:
- 1.4. At the time of receipt by the recipient is in the public domain;
- 1.5. Subsequently comes into the public domain through no fault of the recipient, its directors, employees or agents;
 - 1.5.1. Is lawfully received by the recipient from a third party on an unrestricted basis; and/or
 - 1.5.2. Is already known to the recipient before receipt hereunder.
- 1.6. Each of the parties undertake to maintain the confidentiality of the other party's Confidential Information at all times, and to use no less adequate measures than it uses in respect of its own confidential information to keep the other party's Confidential Information reasonably secure. Neither party shall at any time, whether during the Term or at any time thereafter, without the prior written approval of the other party, use, disclose, exploit, copy or modify any of the other party's Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations in connection with this Agreement.
- 1.7. Each of the parties undertakes to disclose the other party's Confidential Information only to those of its Employees to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement.
- 1.8. Neither party shall be in breach of this clause 1 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 1.9. The Parties agree that they will comply with the Data Protection Legislation regulations and process all the information and/or personal data in respect of

the Services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in this Agreement.

- 1.10. Each party hereby indemnifies the other party from and against all losses arising out of or in connection with the other party's breach of this Clause 1, including breach by each party's Associates.
- 1.11. The terms of and obligations imposed by this Clause 1 shall survive the termination of this Agreement for any reason.

LIABILITY

- 1.12. Notwithstanding any other provision of this Agreement, in no event will either party be liable under or in connection with this Agreement for:
 - 1.12.1. Loss of actual or anticipated income or profits;
 - 1.12.2. Loss of goodwill or reputation;
 - 1.12.3. Loss of anticipated savings; or
 - 1.12.4. Any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

NON-SOLICITATION

- 1.13. During the Term and for a further period of 12 (twelve) months after its termination, neither party shall (except with the prior written approval of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any Employees of such other party either in the provision or receipt of any Services.

FORCE MAJEURE

- 1.14. Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any act, event, non-happening, omission or accident beyond its reasonable control (a "Force Majeure Event").
- 1.15. Force Majeure Events shall include but not be limited to the following events affecting either party or its Affiliates:
 - 1.15.1. Strikes, lockouts or other industrial action (other than strikes, lock-outs or other industrial action of any Affiliates of the party seeking to rely on the Force Majeure Event);
 - 1.15.2. Civil commotion, riot, invasion, war (whether declared or not), terrorism, or threat of or preparation for war or terrorist attack;
 - 1.15.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster;
 - 1.15.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and/or
 - 1.15.5. Compliance with any law or governmental order, rule, regulation or direction.
- 1.16. The party whose performance is affected by a Force Majeure Event shall, as soon as reasonably practicable after becoming aware of the Force Majeure Event, provide a written notice to the other party, giving details of the Force Majeure Event, its likely duration and the manner and extent to which its obligations are likely to be prevented or delayed.

- 1.17. If any Force Majeure Event occurs, the date(s) for performance of the affected obligation(s) shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force Majeure Event continues for a period of or exceeding 2 (two) months, the non-affected party shall have the right to terminate this Agreement immediately on written notice to the affected party. Each party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.

GENERAL

- 1.18. The failure of either party to enforce or exercise at any time any term or any right under this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect that party's later right to enforce or to exercise it.
- 1.19. If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms provided that if any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 1.20. This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each of the parties acknowledges and agrees that:
- 1.20.1. In entering into this Agreement, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in this Agreement; and

- 1.20.2. Its only remedies in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud, or conduct which would otherwise have been protected in terms of the Common Law.
- 1.21. No modification or variation of this Agreement shall be valid unless it is in writing and signed by each of the parties to this Agreement. Unless expressly set out in this Agreement, no modification or variation of this Agreement shall:
- 1.21.1. Be construed as a general waiver of any provisions of this Agreement; or
- 1.21.2. Affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver. The rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.
- 1.22. Unless clearly stated otherwise in this Agreement, nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

GOVERNING LAW AND JURISDICTION

- 1.23. This Agreement shall be governed by and construed in accordance with the laws of The Republic of South Africa.
- 1.24. Each party irrevocably submits to the exclusive jurisdiction of the courts of South Africa to resolve any dispute.

Print name of authorised representative:	Print name:	Signature:
Print name of tenderer:	Print name:	Signature:

ANNEXURE 8 – PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PROCESS WILL BE ACCEPTED. NON-FIRM PROCESS (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of Tenderer: _____

Tender Number: _____

Closing Time: _____

Closing date: _____

OFFER TO BE VALID FOR _____ DAYS FROM THE CLOSING DATE OF BID.

BID PRICE IN RSA CURRENCY (VAT INCLUDED)

The tenderer, mentioned above, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signed this part of this form of offer, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICED INCLUSIVE OF VALUE ADDED TAX IS

_____ Rand (in words): R..... (in figures) (or other suitable wording)

Signature(s) _____

Name(s) _____

Capacity
for the
tenderer _____

(Name and address of organization)

Name of
Witness _____

Signature of
Witness _____

Date _____

ANNEXURE 9 - ADMINISTRATIVE IDENTIFICATION FORM

Please complete the form below for administrative identification and the declaration for internal processing.

IDENTIFICATION OF TENDERER	
Full name(s) of tenderer	
Country of registration of tenderer	
Date of registration	
Registration number	
Value Added Tax number	
Registered office address	
Administrative address (if different from registered office address)	
Name of contact person	
Position/title	
Contact number	
Alternative contact number	
Email address	
Website	

DECLARATION BY AUTHORISED REPRESENTATIVE OF TENDERER	
First name	

Last name	
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DECLARATION BY AUTHORISED REPRESENTATIVE OF TENDERER	
Position/title	
Contact number	
Email address	

Print name of authorised representative:	Print name:	Signature:
Print name of tenderer:	Print name:	Signature: