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REQUEST FOR QUOTATION	PROVISION AND MAINTENANCE OF THE DOCUSIGN ELECTRONIC SIGNATURE SOLUTION (DOCU-SIGN SOLUTION)
REQUISITION NUMBER	00121
CLOSING DATE	05 JUNE 2026
CLOSING TIME	11:00



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## 1. INTRODUCTION

- 1.1. The Office of the Pension Funds Adjudicator (OPFA) was established in terms of section 30B of the Pension Funds Act No.24 of 1956 (ACT) with effect from 1 January 1998 to investigate and determine complaints lodged in terms of the ACT. The mission of the organisation is to resolve complaints in terms of the ACT. The OPFA has a staff complement of about seventy (70) employees with potential to grow to eighty (80) employees.
- 1.2. To support the OPFA's mission, Information and Communication Technology (ICT) has been identified as a key enabler for modernising and continuously enhancing the organisation's operations. These modernisation initiatives are intended to improve service delivery to stakeholders and streamline internal processes.
- 1.3. The purpose of this Request for Quotation (RFQ) is to solicit proposal to deliver, configure, implement, and maintain an enterprise-level on-premises electronic signature solution.

## 2. BACKGROUND & CONTEXT

- 2.1. Traditionally, the OPFA has relied predominantly on handwritten signatures on paper documents as evidence of authorised actions. These signatures signify the signatory's approval of the document content and acceptance of any associated responsibilities or obligations.
- 2.2. Under the current manual process, documents requiring ink signatures are printed, routed to the relevant signatories for physical signing, and thereafter filed and scanned for record-keeping purposes. The scanned versions are stored in shared network folders and/or uploaded into business systems such as the case management system or the electronic document management system (EDMS). This process is time-consuming, resource-intensive, and heavily dependent on physical paperwork.

- 2.3. As an extension of this manual process, certain documents are “electronically” signed by inserting scanned images of handwritten signatures that are stored locally on users’ computers. These images are manually attached to documents using standard Microsoft Office applications such as Word, Excel, PowerPoint, or PDF editors. This practice poses risks related to signature misuse, lack of identity verification, and limited assurance regarding document integrity.
- 2.4. The continued reliance on paper-based and manual signing processes presents significant operational and governance risks, including delays in document turnaround times, inefficient workflows, and the potential loss or misplacement of critical records. The manual handling and scanning of documents also heighten the risk of incomplete audit trails and compromised records management.
- 2.5. Documents routinely created and approved within the organisation include, but are not limited to, memos, contracts, invoices, payroll and payment instructions, meeting minutes, HR related documents policies and procedures, procurement documentation, and project-related records. In addition, business applications used within the organisation for document creation, and from which document-signing processes may be initiated, include Microsoft Office 365 applications such as Word, Excel, PowerPoint, and Outlook, the Respond case management system, Sage 200 Evolution, Sage 300 People and Adobe applications.
- 2.6. To address these challenges and to advance the OPFA’s digital transformation strategy, the organisation has recognised the need to transition away from paper-based processes towards a secure, fully electronic signing environment. This transition is also necessary to ensure compliance with the Electronic Communications and Transactions (ECT) Act, which governs the use of electronic signatures within the public sector.
- 2.7. In response, the OPFA has initiated a project to procure a comprehensive electronic signature solution that will enable all critical organisational documents irrespective of sensitivity or classification to be electronically signed in a secure, compliant, and auditable manner. The solution must provide assurance to both internal and external stakeholders regarding the authenticity of signatures, verification of the signer’s identity, and the integrity of signed documents.

### 3. SCOPE OF SERVICES

The successful bidder will be required to

- 3.1. Supply, configure, and implement the DocuSign electronic signature solution.
- 3.2. Provide 20 DocuSign user licenses to enable business users to initiate signature requests, including uploading documents and requesting signatures for the documents referred to in paragraph 2.5.
- 3.3. Provide maintenance and support of one (1) year for the implemented electronic signature solution.
- 3.3. Procure licenses from the Original Equipment Manufacturer(OEM) for the project period and maintenance and support/assurance (one year) phases.
- 3.4. Note: The OPFA has four distinct IT environments; production, development, testing, disaster recovery and the service provider should take this into consideration and make provision of on-premise licenses for the number of users indicated and support operational, testing and business continuity requirements.
- 3.5. Procure all licenses in the name of the OPFA.
- 3.6. Implement the complete solution within **two (2) months** of appointment. The document types to be electronically signed for go live will be determined through a consultative and prioritisation process with business stakeholders.
- 3.7. Configure the solution to integrate seamlessly with OPFA business applications referred to in paragraph 2.9 to support and streamline the electronic signing process.
- 3.8. Ensure that the solution is implemented successfully and operates in the development, test, production, and disaster recovery site.
- 3.9. Develop and deliver the following project deliverables and ensure that they are formally reviewed and signed off.

3.10. **Note:** The service provider will be responsible for facilitating the requirements gathering sessions, user acceptance testing, change management and user training processes.

Project Phase	Deliverable
<b>1. Analysis, Planning and Design</b>	<ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Business Requirements Document</li> <li>• Solution</li> <li>• Design/Configuration Document (including Integration Design)</li> <li>• Change Management Plan</li> </ul>
<b>2. Testing</b>	<ul style="list-style-type: none"> <li>• Test Case Document</li> <li>• User Acceptance Testing certificate</li> </ul>
<b>3. Training</b>	<ul style="list-style-type: none"> <li>• User Manuals for Administrators and End Users</li> </ul>
<b>4. Implementation/Go Live</b>	<ul style="list-style-type: none"> <li>• Go-live communication material, including user notices and awareness content</li> </ul>
<b>5. Closure</b>	<ul style="list-style-type: none"> <li>• Close out Report</li> <li>• Disaster Recovery Manual</li> <li>• Updated Solution Design/Configuration Document</li> </ul>

**3.11. The following ICT infrastructure requirements are out of scope**

3.11.1. The OPFA will provide all the on-premises ICT infrastructure (back-end and end users) including Microsoft base operating systems licenses for the project.

3.11.2. The bidder must specify the technical requirements for the servers, storage and Microsoft Hyper-V servers, etc during the planning phase of the project.

## 4. SERVICE LEVEL AGREEMENT (SLA)

### 4.1. Maintenance & Support Service Level Agreement (SLA)

The following minimum service standards and service level agreement, targets and penalties will be applicable during the maintenance and support phase of the contract.

- 4.1.1. **Incidents and Problem Resolution** - This includes resolving all break fixes to restore the IT system in line with Service Level Agreement (SLA). This also includes producing root cause analysis reports for major incidents and problems.
- 4.1.2. **Service Requests** – This includes attending to all requests from the users (e.g., enrolment of signature, update of signing template, request for access, reports, etc.)
- 4.1.3. **Corrective, Adaptive, Perfective & Preventative Maintenance Services.** This must be implemented at least once a month during the maintenance weekend. This includes installing the necessary patches and integration testing with other applications during the maintenance weekend.
- 4.1.4. **System Availability and Performance Monitoring** – This includes end to end system availability and monitoring of the solution.
- 4.1.5. **System Upgrades** – This includes ensuring that the signature solution is upgraded to the latest version released by the OEM.
- 4.1.6. **License and Certificate Management** – This includes management of signature solution licenses and certificates and working with the OPFA to remediate any possible deviation from the agreement. In the event the licenses are over-provisioned by the bidder without prior warning to the OPFA, the cost will be for the bidder.
- 4.1.7. **Disaster Recovery and Tests** – This includes participating in the pre and actual disaster recovery tests including updating of DR manuals. This also includes restoring services at the DR site in case of a major incident or a disaster.

- 4.1.8. **Backup Services** – The service provider must ensure that all solution components hosted within the OPFA environment, including related configurations, integrations, and supporting data, are compatible with and included in the OPFA Veeam backup solution and backup policy. This also includes testing the backups in line with the OPFA backup policy (minimum of three times a year). Where components are hosted externally by the OEM or service provider, the bidder must clearly describe the applicable backup, retention, and disaster recovery arrangements.
- 4.1.9. **Document Upkeep** – This includes ensuring that all the signature solution documentation is kept up to date for the duration of the contract including training material and recordings.
- 4.1.10. **User Access Management** – Ensure that the user access is always maintained and kept up to date. This includes creating, maintaining and disabling users and usage of electronic signatures based on approved service requests.
- 4.1.11. **Security Management** – Ensure that the system security is always kept up to date.
- 4.1.12. **Audit Management** – Participate in providing management information for internal and external audit findings in line with the auditors required timelines. This includes drafting management responses for the audit questions related to the system, use of electronic signatures and certificates and the scope of the contract.
- 4.1.13. **Reporting** – Configuring all the required reports required for the optimal running of the OPFA business.

<b>MAINTENANCE AND SUPPORT: SERVICE LEVEL AGREEMENT</b>				
	<b>Mean time to Respond</b>	<b>Mean time to Repair</b>	<b>Target</b>	<b>Penalties</b>
<b>Incidents</b> – Normal	1 hour	8 hours	95%	3% of the monthly invoice
<b>Incidents</b> – Critical (Complete system failure or public cannot access the core functionality)	1 hour	4 hours	95%	3% of the monthly invoice
<b>Service requests</b>	1 hour	8 hours	95%	3% of the monthly invoice

<b>MAINTENANCE AND SUPPORT: SERVICE LEVEL AGREEMENT</b>				
	<b>Mean time to Respond</b>	<b>Mean time to Repair</b>	<b>Target</b>	<b>Penalties</b>
<b>Problem Management</b> (Root cause Analysis Report)	n/a	40 hours	100%	3% of the monthly invoice
<b>Reports</b>		As per agreed reporting dates	100%	5% of the monthly invoice

#### **4.2. Maintenance & Support Services Payments/Invoicing**

- 4.2.1. The maintenance and support invoice services must be submitted **monthly** after delivery of the services.
- 4.2.2. The invoice must be preceded by the monthly report and performance against SLA agreements. This report will be reviewed by OPFA and discussed with the service provider.
- 4.2.3. The penalties, if applicable, will be applied as per the penalty section.

#### **5. CONTINUOUS IMPROVEMENT SERVICES**

- 5.1. The bidder must make a provision of 15% maximum of the total value of the contract for out-of-scope change requests. This provision will only be used if there are new business requirements that are not part of the original scope that will need to be delivered during the course of the contract (e.g., regulatory changes).
- 5.2. Upon submission of the business change request by the OPFA, the bidder will prepare the statement of work for consideration and approval by the OPFA. Only after approval can the bidder implement the change.
- 5.3. The bidder is not entitled to the total amount in this provision. The bidder can only bill for the actual work done and signed off by the OPFA.
- 5.4. The OPFA reserves the right not to use this provision for the duration of the contract if there are no new business needs.

## 6. MANDATORY REQUIREMENTS

### 6.1. COMPLIANCE

6.1.1. Where there is a requirement for a bidder to provide substantiation, the bidder shall provide accordingly. The OPFA reserves the right to verify any information in response with the bidder or any other source (e.g. OEM, CSD, etc.). If the bidder does not comply fully with any mandatory requirement, it shall be regarded as mandatory non-performance/non-compliance, and the bid shall be disqualified.

6.1.2. Please attach proof for all the mandatory requirements.

#	Mandatory requirement	Comply	Not Comply
1.	<p><b>Accreditations</b></p> <p>The bidder must be accredited with the Original Equipment Manufacturer (OEM) to implement the DocuSign electronic signature solution and must provide proof of such accreditation with the OEM.</p> <p>The OEM certificate or accreditation proof must be in the name of the bidder.</p>		
2.	<p><b>Bidder's Experience</b></p> <p>The bidder must have implemented the DocuSign electronic signature solution in at least three (3) organisations in the last two (2) years with similar requirements as the OPFA.</p> <p>The bidder must provide evidence of their experience in implementing the solution in other organisations (verifiable reference letters must be provided).</p> <p>Information provided must include the following:</p> <ul style="list-style-type: none"> <li>• Name of the organisation.</li> <li>• Contact person's name.</li> <li>• Contact person's telephone number/s.</li> <li>• Contract duration; and Nature of activities.</li> </ul>		
3.	<p><b>Deployment of the Solution</b></p> <p>The bidder must provide detailed information on how the solution will be implemented to meet the RFQ requirements, including a detailed project plan (timelines and deliverables per milestone).</p>		
4.	<p><b>Local Presence</b></p> <p>The bidder must be a locally registered company with a local office.</p>		

**7. COST MODEL/PRICING SCHEDULE**

	<b>REF TO SCOPE</b>	<b>PRICE EXCL VAT</b>	<b>PRICE INCL VAT</b>
Project Implementation	3		
DocuSign Licenses	3		
Maintenance and Support <i>(1-year period) – Will be paid per monthly)</i>	4		
Continuous Improvements	5		
<b>TOTAL</b>			

## 8. PRICE

- 8.1. Bidders must provide comprehensive costs of providing the whole service taking into consideration all the assumptions in drawing up the quotation including all cost factors and VAT where applicable.
- 8.2. Only firm prices received will be accepted. Bid will be valid for the period of 60 days from closing date.

## 9. EVALUATION

- 9.1. The 80/20 preference point system shall be applicable to this bid, where 80 points represent maximum obtainable points for the lowest acceptable price, and 20 points represents the specific goals. Points will be awarded to a bidder for attaining the specific goals outlined in accordance with the table below:

#	Specific Goals of Preference	Proof/ Evidence required	Points Allocation
01	51% or more ownership by black people	CSD report/BEE Certificate or Sworn Affidavit	5
02	51% or more ownership by black women	CSD report/BEE Certificate or Sworn Affidavit	5
03	30% or more ownership by people living with disabilities	CSD report/BEE Certificate or Sworn Affidavit	3
04	30% or more ownership by youth	CSD report/BEE certificate or Sworn Affidavit	3
05	EME/QSE	CSD Reports/ BEE certificate or Sworn affidavits	4
<b>TOTAL POINTS</b>			<b>20</b>

- 9.2. To claim preference, point bidders must submit evidence of the specific goals as per the table above. No points will be allocated if no supporting evidence is provided when submitting the bid.
- 9.3. The OPFA will further extract CSD reports from the CSD system during the evaluation of bids. It is the responsibility of the Bidders to ensure information is updated and correct as per the points being claimed.

## **10. PROTECTION OF PERSONAL INFORMATION ACT (POPIA)**

- 10.1. "POPIA" shall mean the Protection of Personal Information Act (Act Number 4 of 2013), as amended from time to time.
- 10.2. Personal Information" (PI) shall mean the race, gender, sex, pregnancy, marital status, national or ethnic origin, colour, sexual orientation, age, physical or mental health, disability, religion, conscience, belief, culture, language and birth of a person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person whether the information is recorded electronically or otherwise.
- 10.3. The parties acknowledge that for the purposes of this bid and agreement the parties may come into contact with, or have access to PI and other information that may be classified, or deemed as private or confidential and for which the other party is responsible. Such PI may also be deemed or considered as private and confidential as it relates to any third party who may be directly or indirectly associated with this agreement. Further, it is acknowledged and agreed by the parties that they have the necessary consent to share or disclose the PI and that the information may have value.
- 10.4. The parties agree that they will at all times comply with POPIA's Regulations and Codes of Conduct and that it shall only collect, use and process PI it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their respective obligations in terms of this agreement.
- 10.5. The parties agree that it shall put in place, and at all times maintain, appropriate physical, technological, and contractual security measures to ensure the protection and confidentiality of PI that it, or its employees, its contractors or other authorised individuals comes into contact with pursuant to this agreement.

- 10.6. Notify each other immediately where it has reasonable grounds to believe that the Personal Information in respect of this agreement, which has been provided to it including any Personal Information which it has processed, has been lost, destroyed, or accessed or acquired by any unauthorised person.
  
- 10.7. Unless so required by law, the parties agree that it shall not disclose any PI as defined in POPIA to any third party without the prior written consent of the other party, and notwithstanding anything to the contrary contained herein, shall any party in no manner whatsoever transfer any PI out of the Republic of South Africa.

## STANDARD BIDDING FORMS: PART A: INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF PENSION FUNDS ADJUDICATOR</b>					
BID NUMBER:	REQ00121	CLOSING DATE: 05 JUNE 2026	CLOSING TIME:	11:00	
DESCRIPTION	PROVISION AND MAINTENANCE OF A DIGITAL SIGNATURE SOLUTION				
<b>BID RESPONSE DOCUMENTS MUST BE SUBMITTED ELECTONICALLY</b>					
<b>QUOTATIONS AND ALL SUPPORTING DOCUMENTS MUST BE EMAILED TO: <a href="mailto:tenders@pfa.org.za">tenders@pfa.org.za</a></b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	LUFUNO BALIBALI		CONTACT PERSON	Magadi Tshitanye	
TELEPHONE NUMBER	012 748 4002		TELEPHONE NUMBER	012 748 4048	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:tenders@pfa.org.za">tenders@pfa.org.za</a>		E-MAIL ADDRESS	<a href="mailto:tenders@pfa.org.za">tenders@pfa.org.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] Yes                      No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes                      No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes                      No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes      No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b></p>					

**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
<b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, <b>2022</b> , THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## SBD 4: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name).....in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and

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during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

**Date**

.....

**Signature**

.....

**Position**

.....

**Name of bidder**

## **SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### **1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and  
(b) Specific Goals.

#### **1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

#### 3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.1.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% or more ownership by black people	5	
51% or more ownership by black women	5	
30% or more ownership by people living with disabilities	3	
30% or more ownership by youth	3	
EME/QSE	4	
<b>Total points allocated</b>	<b>20</b>	
Number of points claimed by the bidder		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.1. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.2. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....