

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HOME AFFAIRS

BID NUMBER:	DHA11-2022	CLOSING DATE:	23 SEPTEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	REQUEST TO APPOINT A SERVICE PROVIDER TO PROVIDE PROFESSIONAL SERVICES FOR THE DIGITISATION OF CIVICS RECORDS FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Home Affairs,					
230 Johannes Ramokhoase Street,					
Cnr. Thabo Sehume and Johannes Ramokhoase Streets					
Hallmark Building, Pretoria					
BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO			TECHNICAL ENQUIRIES MUST BE DIRECTED TO:		
CONTACT PERSON	Lettie Makhudu/ Lunga Njwabule		CONTACT PERSON	S Mthiyane / T Kunene	
TELEPHONE NUMBER	(012) 406 2750 / (012) 406 4027		TELEPHONE NUMBER	012 406 4353 / 012 406 2565	
E-MAIL ADDRESS	lettiemakhudu@dha.gov.za lunga.njwabule@dha.gov.za		E-MAIL ADDRESS	sihle.mthiyane@dha.gov.za / thabani.kunene@dha.gov.za	
SUPPLIER INFORMATION					
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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
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.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 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.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 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:

.....

I INSTRUCTIONS TO BIDDERS

A THE TENDER DOCUMENTS

Rules for Bidding

- 1.1. The Department is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- 1.2. The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the Department decide not to proceed with the tender.
- 1.3. The Department also reserves the right to appoint any other person to undertake any part of the tasks.
- 1.4. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. The Department will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- 1.5. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.6. All South African firms submitting bids as part of a consortium or joint venture must submit a valid original tax clearance certificates.
- 1.7. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 1.8. The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- 1.9. Firms may ask for clarification on these tender documents or any part thereof up to close of business 1 week before the deadline for the submission of the bids.
- 1.10. The Department reserves the right to return late bid submission unopened.
- 1.11. Firms may not contact the Department on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 1.12. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

Conditions of the Tender

- 1.13. The General Conditions of contract will apply.
- 1.14. The Department will become the owner of all information, documents, programmes, advice and reports collected and compiled by the service provider in the execution of this tender.
- 1.15. The copyright of all documents, programmes, and reports compiled by the service provider will vest in the Department and may not be reproduced or distributed or made available in any other way without the written consent of the Department.
- 1.16. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Department.
- 1.17. Bidders shall undertake to limit the number of copies of this document and destroy them in the event of their failure to secure the contract.
- 1.18. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Department.

Cost of Bidding

- 1.19. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

Content of Tender Documents

- 1.20. The services required, tender procedures and contract terms are prescribed in the tender documents, which include:
 - i. Instruction to Bidders;
 - ii. Technical Bid;
 - iii. Terms of Reference;
 - iv. Evaluation Criterion;
 - v. Financial Bid;
- 1.21. The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

Clarification of Tender Documents

- 1.22. The Department will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the Department.
- 1.23. **Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:**

DHA11-2022

- **Date and time:** Friday, 02 September 2022 at 10h00.

Bidders must submit an email requesting the link to the virtual meeting **on or before Wednesday, 31 August 2022.**

Amendment of Tender Documents

- 1.24. At any time prior to the deadline for submission of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.
- 1.25. All prospective bidders who have received the tender document will be notified of the amendment in writing or by fax, and same will be binding on them.
- 1.26. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Department, at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

- 1.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Department shall be written in English.

Documents Constituting the Bid

- 1.2. The bid prepared by the Bidder shall comprise the following components:

- 1. Technical Bid, including:**

- i. Invitation to Bid (SBD 1)
- ii. Tax Clearance Certificate
- iii. Declaration of Interests(SBD4)
- iv. Preferential Points Claim Forms (SBD 6.1)
- v. General Conditions of contract
- vi. CSD report
- vii. Letter of Authority
- viii. Completed Technical Specification Document

- 2. Financial Bid, comprising:**

- i. Price Schedule & Professional services (SBD 3.3)
- ii. Preferential points B-BBE certificate

Bid Prices

- 1.3. Prices indicated on the Price Schedule shall be the total price of services including, where applicable:
 1. All duties and other taxes;
 2. The price of transportation, insurance and other costs incidental to delivery of the services to their final destination;
 3. The price of any other incidental services required in terms of the tender deliverables;
- 1.4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 1.5. A bid submitted with a variable price quotation will be treated as non-responsive and rejected.
- 1.6. Prices shall be quoted in South African Rands.
- 1.7. The Department has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

Period of Validity of Bids

- 1.8. Bids shall remain valid for 90 days after the closing date of bid prescribed by the Department. A bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 1.9. In exceptional circumstances, the Department may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Format and Signing of Bid

- 1.10. The Bidder shall prepare one copy of the Technical Bid and Financial Bid separately, clearly marking each "Original Technical Bid" and "Original Financial Bid", as appropriate. **Apart from hard copies, a copy should also be provided on CD or memory stick. In the event of any discrepancy between the two, the original shall govern.**
- 1.11. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.12. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

Sealing and Marking of Bids

- 1.13. The original and copy of the Technical Bid shall be placed in a sealed envelope clearly marked Technical Bid and original and copy of the Financial Bid shall be placed in a sealed envelope clearly marked Financial Bid and warning "Do not open with Technical Bid". All the inner envelopes shall then be placed into an outer envelope. The inner and outer envelopes shall be addressed to the following address:

Department of Home Affairs
230 Johannes Ramokhoase Street
Pretoria
0001

- 1.14. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late.
- 1.15. If the outer envelope is not sealed and marked as required by the clause, the Department will assume no responsibility for the bid's misplacement or premature opening.
- 1.16. Faxed bids will not be accepted. **only hand delivered bids submitted before the due date and time will be accepted**

Closing Date of Bids

- 1.17. Bids (Technical and Financial) must be received by the Department at the address specified under clause 1.13 above. In the event of the specified date for the submission of Bids being declared a holiday for the Department, the Bids will be received up to the appointed time on the next working day.
- 1.18. The Department may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

- 1.19. Any bid received by the Department after the deadline for submission of bids prescribed by the Department, will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- 1.20. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of bids.
- 1.21. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 1.22. No bid may be modified subsequent to the deadline for submission of bids.
- 1.23. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the Invitation to Bid form.

C. EVALUATION OF BIDS

Clarification of Bids

- 1.1. During evaluation of bids, the Department may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Preliminary Examination

- 1.2. The Department will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 1.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected.
- 1.4. If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Technical Specifications, it will be rejected by the Department and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation and Comparison of Bids

- 1.5. The Department will evaluate and compare the financial bids only of those Bidders whose Technical Bid has been accepted by the Department.
- 1.6. The Department's evaluation of a financial bid will take into account information to be provided on the SBD 3.3.

Contacting the Department

- 1.7. Subject to clause 1.1 above, no Bidder shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Department, it should do so in writing.
- 1.8. Any effort by a Bidder to influence the Department in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

D. AWARD OF CONTRACT

Post qualification

- 1.1. The Department will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents, and is qualified to perform the contract satisfactorily.

- 1.2. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the Department deems necessary and appropriate.
- 1.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Department will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

Department's right to vary Quantities at Time of Award

- 1.4. The Department reserves the right at the time of Contract award to increase or decrease the quantity of the services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

Department's right to accept or reject any or all Bids

- 1.5. The Department reserves the right to:
 1. Accept or reject all or individual items of this bid;
 2. Accept one or more bids submissions reject individual items;
 3. Request clarification or further information regarding any item in the Proposal;
 4. Request further information from any bidder after the closing date;
 5. Accept a bid that may not reflect the lowest pricing;
 6. Consider any bid that may not conform to any aspect of this bid;
 7. Annul the tender process and reject all bids at any time prior to contract award;
 8. Consider such alternate services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise;
 9. Award the contract or any part thereof to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

Notification of Award

- 1.6. Prior to the expiration of the period of bid validity, the Department will notify the successful bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 1.7. The notification of award will constitute the formation of the Contract.

Signing of Contract

- 1.8. At the same time as the Department notifies the successful bidder that its bid has been accepted, the Department will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 1.9. Within 2 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract Form and return it to the Department.

Termination of Service

- 1.10. In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of service, the stipulation of the General Conditions of Contract and the Special Conditions of Contract, shall be applicable.
- 1.11. Should the Department, after a reasonable period of notice, of not less than seven days, in writing, depending upon the circumstances, call upon the service provider to comply with any of the conditions and should he/she fail to do so, the Department shall, without prejudice to any of its rights be entitled to cancel the contract, and to claim from the service provider any damage or loss that might have been suffered, including any additional expense incurred by it having either to invite fresh bids or to accept any less favourable bid.

Unsatisfactory Performance

- 1.12. Failure to comply with the conditions of the contract, the Department shall be entitled, without prejudice to its other rights, to cancel the contract in terms of the General Conditions of Contract. Delays beyond time limits and timeframes agreed upon between the parties. Failure to meet the performance standards indicated in the contract

Assignment

- 1.13. The contractor shall not, without prior written authority of the Department, cede, assign or transfer its rights or obligations in respect of this contract or any part thereof or any share of interests herein, directly or indirectly, to any person, firm or organization whatsoever.



home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

DHA11-2022

REQUEST TO APPOINT A SERVICE PROVIDER TO PROVIDE PROFESSIONAL SERVICES FOR THE DIGITISATION OF CIVICS RECORDS FOR A PERIOD OF 36 MONTHS.

CLOSING DATE AND TIME OF BID:

23 SEPTEMBER 2022 at 11h00

Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:

DHA11-2022

Date and time: Friday, 02 September 2022 at 10h00.

Bidders must submit an email requesting the link to the virtual meeting on or before Wednesday, 31 August 2022.

BID VALIDITY PERIOD: 90 DAYS

**Department of Home Affairs
Supply Chain Management**

TERMS OF REFERENCE

1. Objectives

The objectives (aim) of this tender:

1. The aim of this tender is to invite bids from suitable service providers for professional services for the Digitization of Civics records project in the Department of Home Affairs (DHA). The services required will comprise of but not be limited to the following:
 - a) Prepare a detail action plan for the project;
 - b) Prepare a detail workflow process;
 - c) Set up a fully equipped digitization centre(s) at DHA sites;
 - d) Scan and digitize records and documents;
 - e) Quality check and validate output produced;
 - f) Archive and file the original records and documents;
 - g) Provide regular reports;
 - h) Provide training and capacity building at various levels, including technical user training;
 - i) Procure hardware and software;
 - j) Maintain and support the digitization system and equipment;
 - k) Manage and support human resources, inclusive of the 10 000 young graduates to be recruited for this project.
2. The aim of the tender is:
 - (a) To attain maximum future benefit for the Youth, the Department, its clients and stakeholders as a critical enabler to digital transformation in the public service;
 - (b) To enhance youth employability through work exposure and training, thereby equipping learners with skills, values, behavior and attitude towards sustainability beyond the project;
 - (c) To go paperless and improve accessibility and availability of the Civics records;
 - (d) To enhance the ability of searching and retrieving of Civics records documents;
 - (e) To train and manage 10 000 Youth for a period of thirty-six months and
 - (f) To adopt a catalytic approach transforming the Branch: Civic Services while addressing youth unemployment and enterprise development.

2. Background

The DHA as the custodian of the National Population Register (NPR) in the Republic of South Africa, has a mandate and purpose to ensure secure, efficient and accessible services and documents for citizens and lawful residents. This entails the systematic maintenance of the NPR including the management of birth, marriage, amendments and death paper records, as well as identity documents.

As such, the Department plans to convert all related records through digitising hard copy records to electronic format, for easier handling, search, retrieval, storage and archiving thereof and subsequently embarked on a project for this purpose. This project will enable the optimum realisation of its core mandate and as such records will be easily accessed for service delivery purposes.

Therefore, this Terms of Reference (ToR) addresses the digitisation of all births, marriages, deaths and amendments records which constitute the inception of clients' identity. These categories of records form the basis of administration of other subsequent enabling documents such as identity documents, passports and citizenship. Digitisation of these records will ensure the attainment of integrity of the NPR as digital records are more secured than paper-based records.

The Department has more than 340 million paper records, however a decision was taken to prioritise the digitisation of records relating to birth, marriage and amendments. The identified category of records dates back from the early 1800s which necessitate care and reliable systems that will bear tolerance for digitisation purposes. These records accumulate daily depending on the volume of applications received. It should be mentioned that the Department registers more than a million births per annum and this further affects the growth of the current 340 million records. One record has an average of five (5) pages.

Currently, the Department uses a records management system which is mainly paper-based. This paper -based records management system is characterised by inherent challenges that require investing in physical records storage, records wear and tear, misfiling and risk of complete loss of records in the event of disaster.

Digitisation of records will improve the operational efficiency as currently records retrieval requires constant manual labour power and continuous handling of paper records which are prone to associated risks such as damage and misfiling / placement. This practice presents as a hazard to the quality of records and may impact the credibility of the NPR and the records management system.

Moreover, the scope of these paper based records scope range includes: Births from 1868, Marriages from 1700 and Deaths from 1888. To improve operational efficiency, the Department microfilmed its collection, using the Car file system for retrieval. The microfilmed records system is outdated, and this equipment is no longer in production, thereby requiring conversion of the collection to digital platform.

The Department later embarked on digitisation of its records on Electronic Document Management System (EDMS). The EDMS system has 59 million records comprising Births, Marriage and Death records.

The subsequent initiative undertaken by the Department to improve the accessibility of records was in partnership with Statistics South Africa between 2016 and 2018 to digitise Civics records.

The proposed digitisation of records will scan, index, store, retrieve and archive the records in a central repository. The digitised records should be seamless and easily searched and accessed in order to improve business processes and subsequent quality service delivery.

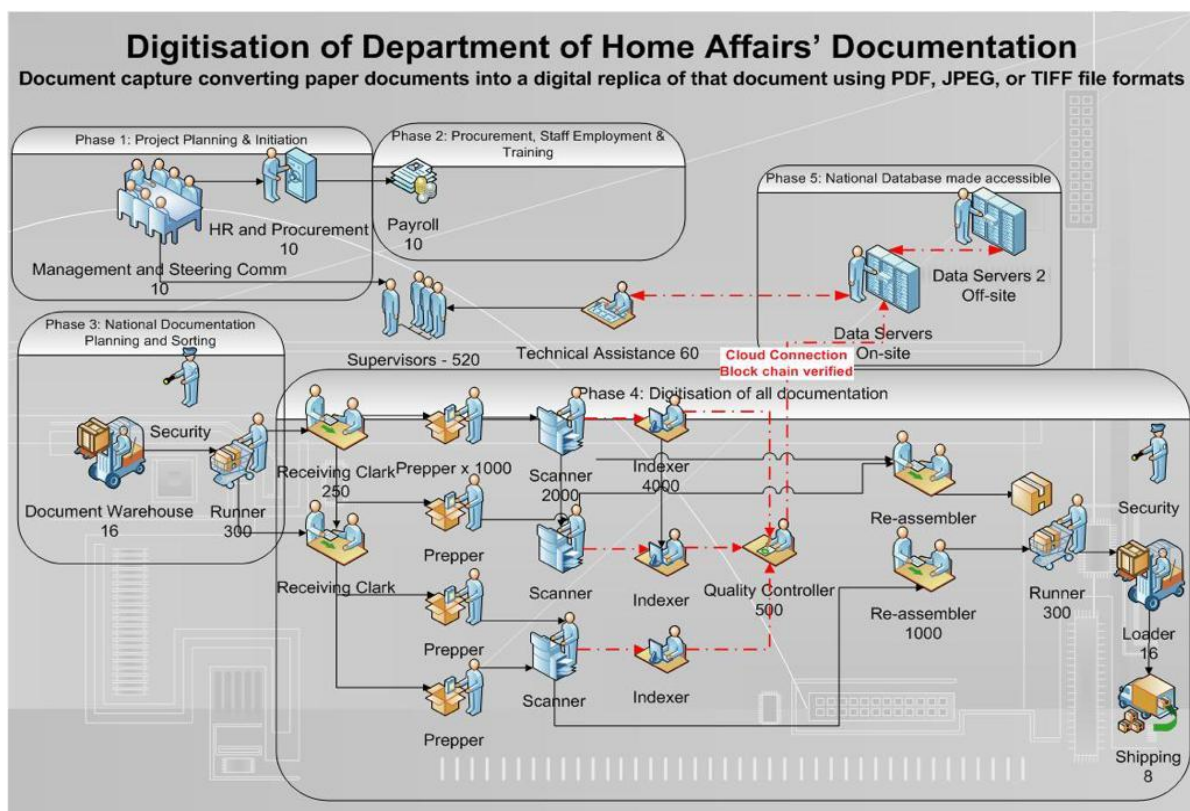
The project seeks to contribute to employment creation goals and strategic priorities of the Presidential Employment Stimulus (PES) by acquiring 10 000 youth for a period of three years. The current unemployment rate as per Q3 of the Quarterly Labour Force Survey (QLFS), is recorded at 34.9%. This Project aims to enhance employability of

youth, thereby reducing the unemployment rate. This will contribute to both improved service delivery and youth enhancement and development.

The project will ultimately provide downstream opportunities including data analytics and insights towards a Capable State by leveraging on the following drivers of change:

- Social - addressing the youth unemployment and associated social challenges;
- Business and economic - collaborating with public and private sector towards digitization of the records which will enhance the Department's reputation with credibility of big data, improvement of investor confidence and support of projects such as the Presidential Economic Stimulus;
- Governmental - The project will serve as a baseline for other key service delivery improvement plans in national departments such as SASSA, all of which will contribute towards enhancing credibility of the SA Government;
- Technological - Digital disruption and downstream opportunities will be enhanced;
- Legal - Improved turnaround times in the provision of face value documents will decrease the litigation portfolio within the Department;
- Natural environment - Digitization of records will promote operations in a paperless environment.

Conceptual View of the Digitisation Workflow Process



The figure above, depicts a pictorial view of the envisaged draft digitisation process flow which must be reviewed and updated by the successful service provider

3. Scope and Extent of the Tender

3.1. The successful bidder will be expected to execute and conduct the following tasks for/ provide the following services / items to the Department:

The requested services from the service provider will comprise of but not be limited to the following:

a. Preparing a detailed action plan for the digitization project:

- (i) DHA staff will hand over the records to be scanned to the service provider in batches.
- (ii) The service provider shall return the documents to the DHA staff in the same form after scanning.
- (iii) The service provider will be responsible for restoring any damaged records before scanning commences.
- (iv) The service provider will also be responsible for restoring documents damaged during the scanning process due to poor handling before returning them to DHA.

The action plan shall include:

- (i) A detailed work plan for the digitisation of records process with milestones and timelines.
- (ii) The work plan shall be approved by the delegated authority within the Department.

b. Preparing a detailed workflow including:

- (i) Collection of records from different DHA Warehouses to digitisation bureaus (location to be confirmed upon appointment of service provider).
- (ii) How to secure documents in transit and on premise before and after digitisation.
- (iii) Document preparation: unbinding, repairing, rebinding, restoring, removing staples etc.
- (iv) Scanning process or approach.
- (v) Quality control: steps for ensuring optimum quality of the scanned documents.
 - The documents should be the exact replica of the original document received.
- (vi) Naming the documents following a naming convention specified by DHA
- (vii) Data capturing process.
- (viii) Indexing of records.
- (ix) Security codes / encryption enabled codes for each record
- (x) Integration of digitized content with DHA systems.
- (xi) Digitization software, OCR and related licences.

- (xii) Quality assurance of the digitised records.
- (xiii) Retrieval of records and archiving software, including related licences.
- (xiv) Training & capacity building of identified staff in the DHA.
- (xv) Job related training of the 10 000 Youth.
- (xvi) Management and support (time and attendance, performance management) of the 10 000 Youth.
- (xvii) Implement an approved file plan by DHA before the execution of the project.

c. Set up a fully equipped digitization centre(s) at DHA digital bureau sites to carry out the project

The service provider is expected to bring his/her own resources, including:

- (i) Document preparation, unbinding, scanning and rebinding must be done within DHA premises.
- (ii) Digitisation hardware (e.g., scanners, printers, etc.).
- (iii) Barcoding of records;
- (iv) Software for digitisation and enable retrieval and future technology migrations.
- (v) Provisioning of software licences for both scanner solution and digitisation software;
- (vi) Provisioning of software licences to the end users;
- (vii) Indexing of scanned records;
- (viii) Software for data capturing;
- (ix) Software for Electronic Document Management (front-end solution that is compatible and can be integrated with the current existing back-end OPENTEXT solution, and
- (x) Image enhancements may be required, as per technical specification requirements.

d. Testing phase (Proof of Concept for shortlisted service providers)

Please refer to stage Five, Site visit/ proof of concept evaluation criteria.

e. Scan and digitize documents

- (i) The digitization process will be implemented using a workflow and work plan provided by the service provider. This will be reviewed and approved by DHA.
- (ii) The digitization must be conducted in such a way that the scanned documents are identical to the originals. Service provider will be required to restore damaged documents in order to improve quality of records.

f. Indexing of the digitized documents

- (i) The service provider must ensure the proper indexing of the scanned documents. The indexing technique must be approved by DHA.
- (ii) All indexed documents must be searchable via an appropriate search engine interface.

g. Quality Assurance and Control

- (i) The quality check and validation of the output produced will be performed by the service provider and signed-off by the DHA. This will be done to ensure that the desirable quality is achieved on elements including dispatch, receiving, preparation, barcoding, scanning, data capturing, indexing, searching and retrieval.
- (ii) Should it be found that the service provider has not performed the digitisation work satisfactorily, the DHA reserves the right to request a Service provider to reattempt the digitisation of records. DHA reserves a right to invoke a penalty clause from the SLA, if the Service provider fails to achieve the desired outcome.

h. Return of the original documents

- (i) Original documents will be returned by the service provider on a batch basis, for archiving by the DHA. Under no circumstances, shall the documents be changed, destroyed or replaced by any other documents.

i. Provide reports

The service provider will report to the nominated Project Management Office by preparing the following reports, but not limited to:

Inception Report

- (i) Due within one month after the start of the assignment. The inception report will make a detailed proposal for the framework of implementation of the digitization project covering section 4.2 of this ToR.

Monthly Progress Report

- (i) The **Monthly Progress Report** will describe all activities performed and results achieved within the reported period. It will report the state of planned / implemented activities and assess their results' implications on the implementation of the Project.
- (ii) The Monthly Progress Report must have two dedicated chapters on quality control and return of original documents titled respectively as **Monthly Quality Control Report** and **Monthly Return Report of Original Documents**.

- (iii) Each Monthly Progress Report must be accompanied by the digitized content or number of digitised record and submitted to DHA.

Draft final report

- (i) One month prior to the end of the project, a draft final report detailing all activities performed and results achieved must be submitted to DHA.
- (ii) Moreover, the report will include recommendations for further developments of the project, and highlight steps to be taken by DHA should additional work need to be performed.

Report on Equipment Specifications

- (i) After completion of configurations and setup of the digitisation equipment and software, the service provider shall provide the As-Built documents and technical specifications to DHA.

Final Closure Report

- (i) A service provider shall provide a final close-out report ten (10) days after the contract expiry. This has bearing on the final payment or invoice.

Report Submission Guidelines

- (i) All reports should include two hard copies along with one electronic copy must be submitted to DHA as per time schedule.
- (ii) All comments made by DHA will be given not later than two weeks after receipt of all reports.
- (iii) In addition, and if necessary, on an ad hoc basis, the service provider shall report on all circumstances that might jeopardise the achievement of the overall objective and the project results.
- (iv) Format of all reports shall be discussed and agreed with the DHA.

Provide training & capacity building

Four types of training will be provided by service provider:

Management Training

- (i) DHA officials will be included in this category. The objective of this training is to ensure overall understanding of the operation of the digitisation system. Management training will include, but not limited to the following areas:
 - a) Presentation on the overall concepts of the Digital Archiving of files and its scope and benefit.

- b) Introduction to software/database/security concepts
- c) Hands on training on the basic system functionality
- d) Demonstration on Operation of the digitisation (hardware, software and firmware) and storing processes.
- e) Hands on training on how to use the software to extract MIS reports and its use as decision support, or monitoring tools.

End user Training

- (ii) This group will consist of DHA officials who will keep the digitisation system running. End user training will include, but not limited to the following areas:
 - a) Presentation on the overall concepts of the Digital Archiving of files and its scope and benefit.
 - b) Demonstration on Operation of the Scanning and storing process.
 - c) Hands on training on the specific area.
 - d) Disaster Recovery plan.

Technical Users Training

- (i) A technical team is required to maintain the system and provide prompt support to the end users. The service provider will train DHA Information Services (IS) officials for smooth operation of the digitization software before the expiry of the maintenance phase.
- (iii) IS Branch officials will work as system administrator/database administrator, programmer, web master etc. Technical Users training will include, but not limited to the following areas:
 - a) Complete solution for an archiving application development.
 - b) Digital archiving administration.
 - c) Software trouble shooting
 - d) Records security protocols
 - e) System security protocols
 - f) Search and retrieval protocols
 - g) Hardware required for efficient operation.
 - h) Software and hardware updates that will be required.
 - i) System Administrator roles.

- j) Advanced areas of archiving technology.
- k) System design and architecture.
- l) System integration.

Project roll-out employee training

- (i) A team of 10 000 Young Graduates that will be employed by the DHA will need to be trained on the job by the Service Provider. Youth training will include, but not limited to the following areas:
 - a. Document preparation
 - b. Dispatching
 - c. Receiving
 - d. Barcoding
 - e. Scanning
 - f. Data capturing
 - g. Indexing
 - h. Quality Assurance and Control
 - i. Records security
 - j. Complete understanding of the digitisation process and the technology employed.
 - k. Complete solution for an archiving application Development from input to retrieval of data.
 - l. Digital archiving administration
 - m. Software trouble shooting
 - n. Advanced areas of archiving technology
 - o. QA processes
 - p. Security Protocols
 - q. POPI Act training.

Prepare User Manual(s)

- (i) User manuals (in English) incorporating training areas for end user training will be supplied by the service provider during the training.
- (ii) In addition, soft copies of presentation slides and other audio visuals must be provided by the service provider.

Procure Hardware and Software

- (i) Procurement of specialised digitisation hardware i.e. high volume scanners, printers Multi-Functional Printers.
- (ii) Procurement of applicable digitisation software and licences.

Provide IT maintenance and support, including

- (i) Maintenance and support of specialised digitisation hardware and software will be a responsibility of a service provider for the duration of the project.
- (ii) The Service provider shall provide human resources for end user and hardware support (workstation support) to the digitisation project.
- (iii) Maintenance of digitization software.
- (iv) A search engine and dedicated Document Management System (DMS) and MIS software.
- (v) Integrating the DMS and MIS with South African Data Security Protocols.
- (vi) Providing digitization software and licenses.
- (vii) Integrating the digitisation software with the existing back-end Documentum solution.

Manage and support Human Resources

DHA will enter into Memorandum of Agreement (MoA) with the Service Provider for the management of the 10 000 Graduates, this will include but not be limited to the following:

- (i) Continuous training and support to the 10 000 youth to be employed by the Department
- (ii) DHA HR compliance and procedures.
- (iii) Performance Management
- (iv) Exit Management
- (v) Time and attendance management
- (vi) Administration of the Graduates
- (vii) Facilitate training programmes and schedules with DHA training partners.
- (viii) Occupational Health and Safety procedures
- (ix) Disciplinary management
- (x) Enforcement of conditions of employment.

4. Special Conditions of Contract

4.1. To achieve the above the successful bidder will be required to meet the following requirements:

- i. The Service Provider must be an Original Software Manufacturer (OSM) or a certified/ accredited Service provider for the digitisation software or have an IT partner that will deliver their Solution of their behalf.
- ii. All digitisation equipment to be procured on behalf of the Department must be under warranty for the duration of the project.
- iii. The Bidder must comply with the National Archives and Records Act no.43 of 1996.

5. Tender Deliverables / Outputs and Timeframes

5.1. The primary deliverables to be achieved are specified under section 3 (Scope and extent of the Tender) above.

6. Logistics and Timing

6.1 Project location(s):

95% of the records are in Gauteng (Rosslyn and Pretoria CBD) and the Northwest (Brits) and 5% in the seven (7) Provinces.

6.2 Expected commencement date:

1st December 2022

6.3 Project period:

Thirty six (36) months

6.4 Bid proposal

The bid proposal should be one hard copy for the proposal and one hard copy for the financials plus soft copies for both the proposal and financials.

6.5 Fee structure

The Bidder's cost should be an all-inclusive cost (professional fees, vat, disbursements, transport etc.)

The Bidder must complete the Annexure A pricing schedule and indicate the total bid price on the SBD 3.3 form

6.6 Briefing (pre-bid) session

Non-compulsory briefing session will be held virtually

7. EVALUATION CRITERIA

The following evaluation process will be followed to evaluate the bids received:

Stage	Description	Applicable for this bid
Stage 1A	Initial screening process / compliance with bid requirements	Yes
Stage 1B	Non-compulsory briefing session	Yes
Stage 2	Pre-qualification criteria evaluation	Yes
Stage 3	Mandatory requirements evaluation	Yes
Stage 4	Functionality requirements evaluation	Yes
Stage 5	Site Visit / Proof of Concept	Yes
Stage 6	Price / B-BBEE evaluation	Yes

Stage 1A: Initial screening process / compliance with bid requirements

Verification of bidder compliance with bid requirements.

Stage 1B: Non-compulsory briefing session

Non-compulsory briefing session will be held virtually

Stage 2: Pre-qualification criteria evaluation

Service provider(s) must indicate their compliance with the requirements of Regulation 4 of the Preferential Procurement Regulations 2017 and provide proof.

If a service provider is bidding as a consortium or joint venture (including unincorporated consortia and joint ventures) they must submit a consolidated B-BBEE Status Level Verification Certificate.

Bidders who fail to meet the pre-qualification requirement will be disqualified.

Bidders must clearly indicate the (%) percentage that will be subcontracted, and the document must be signed by the principal contractor and the sub-contractor(s).

Bidders that bid as a principal contractor with Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) level status must comply with the subcontracting requirements.

Only the following tenderers may respond to this request:

Pre-qualification criteria 1	Comply	Do not comply
Bidders must have a minimum of B-BBEE level 4 status level contributor (i.e. level 1,2,3 &4)		
EVIDENCE: Bidders must submit a copy of valid SANAS B-BBEE certificate or a valid B-BBEE certificate issued by the Companies and Intellectual Property Commission or a valid Sworn affidavit signed by the representative and attested by a Commissioner of Oath.		

Pre-qualification criteria 2	Comply	Do not comply
The Bidder must or intend to subcontract 30% to a minimum EME level 2 or QSE level 2 status contributor (i.e., level 1 or 2)		
EVIDENCE: Subcontracting confirmation letter signed by the principal contractor and the subcontractor(s) or a similar agreement signed by all parties indicating clearly the intention to subcontract 30%. The Subcontractor(s) EME level 2 or QSE level 2 valid B-BBEE certificate issued by DTI & Companies and Intellectual Property Commission, or a valid Sworn Affidavit signed by the representative and attested by a Commissioner of Oath must be submitted.		

Stage 3: Mandatory requirements evaluation

Compliance with the mandatory requirements.

Bidders who fail to meet the mandatory requirements will be disqualified.

Mandatory Requirement 1	Comply	Do not comply
The Bidder must have a minimum of five (5) years' experience in Digitisation of Records or similar work		
EVIDENCE: Reference letter/s or completion certificate/s from clients indicating clearly the number of the required years.		

Mandatory Requirement 2	Comply	Do not comply
The Bidder must confirm the Electronic/Enterprise Content Management (ECM) Solution that they will be providing for the Digitisation of Records.		
EVIDENCE: A signed and dated confirmation letter.		

Mandatory Requirement 3	Comply	Do not comply
A bidder must be an Original Software manufacturer (OSM) or a certified / accredited service provider for the digitization software or have an IT partner that would deliver the digitisation software on their behalf		
EVIDENCE: OSM ownership letter or accreditation / certification letter or confirmation from the IT partner.		

Mandatory Requirement 4	Comply	Do not comply
The Bidder must confirm that they will train and manage the 10 000 Youth graduates in delivering the Digitisation of Records.		
EVIDENCE: A signed and dated confirmation letter		

Mandatory Requirement 5	Comply	Do not comply
The Senior Project Manager or Programme Manager or Project Portfolio Manager (lead resource) must have professional project management registration.		
EVIDENCE: Valid registration with a Project Management Institution		

Stage 4: Functionality requirement

All bidders who complied with the mandatory / minimum requirements will progress to the technical evaluation phase.

Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below will progress to the next phase of evaluation.

Bidders who do not provide the required information will be allocated a score of Zero.

The Technical proposal will be evaluated out of 70 points for technical and a Site Visit / Proof of Concept out of 30 points.

The Bidders must score a minimum of threshold of 49 points (70%) out 70 points technical evaluation.

Bidders that score less than a minimum of 49 points (70%) out of 70 points for technical evaluation will be disqualified and therefore not be eligible for further evaluation to Site Visit / Proof of Concept.

The below scoring guide must be used where applicable:

- Poor = 1 - Significantly below requirements

- Inadequate = 2- Below requirements
- Good = 3 – Meets requirements
- Very good = 4 – Above requirements
- Excellent = 5 – Significantly above requirements

The bid will be evaluated on functionality and scored by evaluation panel according to the evaluation criteria indicated below:

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	EVIDENCE	WEIGHT
Digitisation Project Management Approach	<p>Bidders must provide a comprehensive project plan that covers an approach in terms of the digitisation project work.</p> <ul style="list-style-type: none"> • No information provided = 0 • Poor = 1 • Inadequate = 2 • Good = 3 • Very good = 4 • Excellent = 5 	<p>Project Plan</p> <p>(The Project plan must demonstrate understanding of the project requirements, knowledge, clear timeframes, and programme resource complement)</p>	10
Skills development plan	<p>Bidders must provide a Skills development plan that is comprehensive and fully responsive to the needs of the DHA on how the 10 000 Youth will be developed and managed</p> <ul style="list-style-type: none"> • No relevant information = 0 • Poor = 1 • Inadequate 2 • Good = 3 • Very good = 4 • Excellent = 5 	Skills Development Plan	10
Company Experience in Digitisation of Records or similar work)	<p>Experience of the service provider in digitising of Records or similar work:</p> <ul style="list-style-type: none"> • No relevant information = 0 • 1 Reference letter = 5 Points • 2 Reference letters = 10 Points 	<p>Bidders must provide contactable reference letter/s indicating acceptable level of performance (on client's letterhead).</p>	25

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	EVIDENCE	WEIGHT
	<ul style="list-style-type: none"> 3 Reference letters = 15 Points 4 Reference letters = 20 Points 5 Reference letters = 25 Points 		
Capacity of Project Portfolio Manager (Lead Resource)	Qualification/s and experience (2-page CV) of Project Portfolio Manager: <ul style="list-style-type: none"> 10 years' (and more) relevant experience with a NQF 8 relevant Qualification = 15 Points. 7-9 years' relevant experience with a NQF 8 relevant Qualification = 10 Points. 4-6 years' relevant experience with a NQF 8 relevant Qualification = 5 Points 1-3 years' relevant experience with a NQF 8 relevant qualification = 1 Point No required experience and or qualification = 0 Points 	Attach Project Portfolio Manager qualification/s and CV's as per requirements	15
Experience of the Digitisation team	Combined experience of the professional team that will lead and oversee the implementation of the Digitisation project: 20 years and more = 10 Points 15 to 19 years = 8 Points 10 to 14 years = 6 Points 5 to 9 years = 4 Points 2 to 4 years = 2 Points Less than 2 years = 0 Points	List of Professional team members indicating the years of experience per team member	10
TOTAL POINTS ON FUNCTIONALITY			70
MINIMUM FUNCTIONALITY			49

Stage 5: Site Visit / Proof of Concept

The Bidders must a score a minimum of 18 points (60%) out of 30 points for Site visit/Proof of concept to qualify for the next stage Price/B-BBEE.

Site visit to the Service Provider's Digitisation facility in order to assess Digitisation workflow. NB: A service provider must provide a minimum sample of 2000 records to digitise and the service provider will be required to utilise their proposed Digitisation approach during this phase.

Table 1: Site Visit or Proof of Concept

Legend: 1 = Poor 2= Fair 3= Good

No.	Assessment Area	Evidence exist= 3 Comment	Scoring: No evidence =0	
1	Assessment of Document warehouse - Evidence to be provided by the service provider. (i) Does the document warehouse exist? (ii) Does the document warehouse have shelves? (iii) Are the shelves labeled to avoid missing of records?	3		
2	Document Preparation Process - Evidence to be provided by the service provider (i) Are the documents prepared as batches? (ii) Does the Service Provider have a sorting section to assess and prepare records for Digitisation? (iii) Does the Service Provider have a barcode scanner to print barcodes for batches and records? (iv) Does the service provider have software for capturing of barcode information such as ranges? (v) Can the service provider print and barcode records before scanning?	3		
3	Scanning Equipment- Evidence to be provided by the service provider (i) Does the service provider have a scanner that can scan 150 - 200 or more records per minute? (ii) Are the scanned records associated with the scanned batch number? (iii) Is the quality of the scanned records clear or	3		

No.	Assessment Area	Scoring:		
		Evidence exist= 3 Comment	No evidence =0	
	similar to the original record scanned? NB: Sample of the scanned records shall be presented for comparison purpose.			
4	Quality Assurance (QA) Process - Evidence to be provided by the service provider <ul style="list-style-type: none"> (i) Does the service provider have a resource or section that deals with QA for the scanned records? (ii) Can the service provider demonstrate that if the scanned records are not of a good standard, that those documents are referred back for rescanning? 	3		
5	Digitization- Evidence to be provided by the service provider <ul style="list-style-type: none"> (i) Are the scanned documents indexed by the Service Provider's digitisation solutions? (ii) Can the service provider provide data indexing on records? (iii) Can the service provider show how many records were scanned per hour or per day? (iv) Are the scanned records encrypted with a security code? 	3		
6	Electronic Content Management (ECM) Solution- Evidence to be provided by the service provider <ul style="list-style-type: none"> (i) Does the service provider have a content management solution to store all digitised records (back-end)? (ii) Front end solution to access digitised records? (iii) Are the scanned documents fully searchable? 	3		
7	Receiving Section <ul style="list-style-type: none"> (i) Does a service provider have a Receiving Administrator? (ii) Record of received records kept at receiving section. 	3		
8	Dispatch Section <ul style="list-style-type: none"> (i) Does a service provider have a Dispatch Administrator? (ii) Record of dispatches kept at the Dispatch section. 	3		
9	Shipping or courier section	3		

No.	Assessment Area	Scoring:		
		Evidence exist= 3 Comment	No evidence =0	
	(i) Does a service provider have a shipping vehicle or sub-contracted courier service?			
10	Records handling (i) Does a Service provider have machine loaders? (ii) Does a service provider have a packaging service for records?	3		
	TOTAL SCORE= 30 POINTS			

Stage 6: Price / B-BBEE

Bids will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 90/10-point split for requirements exceeding R50 000 000-00.

Only Bidders that score scored a minimum of 18 points (60%) out of 30 points for Site visit / Proof of concept will qualify for this stage of Price/B-BBEE.

The Bidders must complete the pricing schedule and indicate the total bid price on the SBD 3.3 form.

As bids are only invited for requirements with a rand value above R50 000 000.00, the 90/10 system shall be applicable and will be calculated as follows:

SN	COMPONENT	POINTS
1.	Price:	90
2.	Preferential points: BBEE	10
	TOTAL:	100

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 interest¹ 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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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:

.....
.....

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 consortium² 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 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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE,

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice

on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise is applicable:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing

certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: DHA11-2022

CLOSING TIME 11:00

CLOSING DATE: 23 SEPTEMBER 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION **(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....		
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	R.....
	.....	R.....	R.....
	.....	R.....	R.....
	.....	R.....	R.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN- DAYS TO BE SPENT		
	.....	R.....	----- days
	.....	R.....	----- days
	.....	R.....	----- days
	.....	R.....	----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	R.....
-----	-----	R.....
-----	-----	R.....
-----	-----	R.....

* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	R.....
-----	-----	R.....
-----	-----	R.....
-----	-----	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

***[DELETE IF NOT APPLICABLE]**

ANNEXURE: A- PRICING SCHEDULE

FIXED COST BREAKDOWN FOR THE DIGITISATION FOR A PERIOD OF 36 MONTHS				
DELIVERABLES (Similar or equivalent)	QUANTITY	UNIT PRICE	TOTAL COSTS (VAT Excl.)	TOTAL COSTS (VAT Incl.)
Digitisation software assurance for 36 months	1			
Digitisation end user licences for 36 months	2000			
Configuration and setup of digitisation solution	1			
Archiving software license assurance for a period of 36 months	1			
Archiving software licenses	200			
Implementation of archiving solution	1			
Procure and implement Enterprise Content Management (ECM) System for the management of digitised documents.	1			
Configuration and setup of ECM solution	1			
ECM Licences for a period of 36 Months.				
ECM end user licenses for a period of 36 months	1000			
Maintenance and support of ECM solution for a period of 36 months.	1			
Integration of ECM with existing DHA systems	1			
Maintenance and support of archiving solution for the a period of 36 months	1			
Optical and Character Recognition (OCR) software licences for scanned documents	100			
Configuration and setup of OCR software	100			
Flatbed scanners solution	32			
Configuration and implementation of flatbed scanners	32			
Procure and deliver Microfilm Converters	24			
Configuration and setup of Microfilm Convertors	24			
Procure and deliver high volume network digitisation scanners (outright purchase) Option 1*	20			
Renting to own of high volume network digitisation scanners (renting for a period of 36 months) Option 2*	20			
Leasing of high volume network digitisation scanners (renting for a period of 36 months) Option 3*	20			
Configuration of high volume digitisation scanners	20			
Professional services for the digitisation project for a period of 36 months.	1			

Maintenance and support of all digitisation equipments for a period of 36 months.	1			
End user training for a period of 36 months	1			
Development of As build documents for the digitisation artefacts	1			
Other costs , if any (detailed breakdown to be provided)				
Total fixed costs for digitisation of civics records for three (3) years period				

*DHA reserves a right to select cost effective and financial viable option.

The Bidders must indicated the total bid price in the SBD 3.3 form paragraph 2