



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC 2026/27-B9

REQUEST FOR BIDS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ONCE OFF SUPPLY, DELIVERY, AND INSTALLATION OF DIGITIZATION EQUIPMENT INCLUDING 3-YEAR TERM CONTRACT FOR SERVICE, REPAIR AND MAINTENANCE OF EXISTING DIGITIZATION EQUIPMENTS TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE.

CLOSING DATE: 15 SEPTEMBER 2026

CLOSING TIME: 11H00AM

BID VALIDITY PERIOD: 120 DAYS

TENDER BOX ADDRESS:

**21 BICCARD STREET
OLYMPIC TOWERS
POLOKWANE
0699**

1. INTRODUCTION

The Department seeks to appoint a service provider for once off supply, delivery, and installation of Digitization Equipment including 3-year term contract for service, repair and maintenance of existing Digitization Equipments to Limpopo Department of Sport, Arts and Culture.

2. BACKGROUND

The need for Digitization Equipment in a department is driven by the necessity to improve operational efficiency, reduce costs associated with paper management, and ensure the long-term preservation of information. By converting physical records into digital formats, departments can speed up processes, enhance data security, and facilitate better collaboration among staff.

3. PURPOSE OF THIS REQUEST FOR BID (RFB)

The purpose is to appoint a service provider for once off supply, delivery, and installation of Digitization Equipment including 3-year term contract for service, repair and maintenance of existing Digitization Equipments to Limpopo Department of Sport, Arts and Culture.

4. DEFINITIONS

4.1 **DSAC** means the organ of state, Limpopo Department of Sport, Arts and Culture.

4.2 **Service Level Agreement (SLA)** is a contract between the service provider and DSAC that defines the level of service expected from the service provider.

4.3 **VAT** means Value Added Tax.

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1. Tax Legislation

Bidder(s) must be compliant when submitting a proposal to DSAC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

5.2. Procurement Legislation

DSAC has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000).

5.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services. It is the service provider's responsibility to ensure that they always use updated National Treasury Prescripts when procuring services for DSAC.

6. BRIEFING SESSION

There will be no briefing session for this tender.

7. TIMELINE OF THE BID PROCESS

The validity period of the tender is 120 days after the closing date and time. The project timeframes of this bid are set out below:

Advertisement of bid on tender portal

21 August 2026

Bid closing date

15 September 2026 at 11h00am

Notice to bidder(s) DSAC will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at DSAC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DSAC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DSAC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CONTACT AND COMMUNICATION

8.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Mathye J email address mathyej@sac.limpopo.gov.za and Ms Modiba M.V via email address modibav@sac.limpopo.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

8.2. The delegated office of DSAC may communicate with Bidder(s) where clarity is sought in the bid proposal.

8.3. Any communication with an official or a person acting in an advisory capacity for DSAC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

8.4. All communication between the Bidder(s) and DSAC must be done in writing.

8.5. Whilst all due care has been taken in the preparation of this bid, DSAC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. DSAC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

8.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DSAC (other than minor clerical matters), the Bidder(s) must promptly notify DSAC in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford DSAC an opportunity to consider what corrective action is necessary (if any).

8.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DSAC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

8.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

9. LATE BIDS

9.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted.

10. COUNTER CONDITIONS

10.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

11. FRONTING

11.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Government condemn any form of fronting.

11.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DSAC may have against the Bidder / contractor concerned.

12. SUPPLIER DUE DILIGENCE

12.1 DSAC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

12.2 DSAC amongst other things reserves the right to assess company documents to verify if the successful bidder is not in the process of insolvency, liquidation, or deregistration.

13. SUBMISSION OF PROPOSALS

13.1. Bid documents must be placed in the tender box on the aforesaid address on or before the closing date and time.

13.2. Bid documents will only be considered if received by DSAC before the closing date and time, regardless of the method used to send or deliver such documents to DSAC.

13.3. The bidder(s) are required to submit one (1) original copy marked correctly and sealed.

13.4 Bidder(s) are requested to initial each page of the tender document and the attachments.

14. DURATION OF THE CONTRACT

a) The successful bidder will be appointed on a once off supply, delivery, and installation of Digitization Equipment including 3-year term contract for service, repair and maintenance of existing Digitization Equipments to Limpopo Department of Sport, Arts and Culture.

15. SERVICE REQUIREMENTS

The successful bidder will be required to:

- Supply and deliver Digitization Equipment as per specifications.
- Ensure timely delivery within 12 weeks after the receipt of purchase order.
- Provide brand-new equipment only.
- Replace defective items promptly. (The Department will procure new parts).
- Ensure that the delivery is made during office hours.

SCOPE OF WORK

Line No.	Description of Goods	Qty	Picture										
1.	Supply, delivery, and installation of Scanner for Fragile records General Technical Specification <table><tr><td>Scanning Method</td><td>CCD line camera</td></tr><tr><td>Illumination</td><td>LED Illumination (diffuse)</td></tr><tr><td>Optical Resolution</td><td>600 dpi</td></tr><tr><td>Output Resolutions</td><td>75, 100, 150, 200, 240, 300, 400, 600 dpi dual or multi resolution possible</td></tr><tr><td>Output Compressions</td><td>CCITT Group IV, JPEG, PDF/R (Raster), TIFF or uncompressed</td></tr></table>	Scanning Method	CCD line camera	Illumination	LED Illumination (diffuse)	Optical Resolution	600 dpi	Output Resolutions	75, 100, 150, 200, 240, 300, 400, 600 dpi dual or multi resolution possible	Output Compressions	CCITT Group IV, JPEG, PDF/R (Raster), TIFF or uncompressed	03	
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Color Image	24 Bit, 16.8 million colors (True Color)
Gray Image	8 Bit, 256 gray levels
Bitonal Image	1 Bit color depth, bitonal
Daily Volume	Unlimited
Throughput (by A4 landscape, 200 and 300 dpi, bitonal and color)	120, 150, 180, und 210 sheets/min. (upward models 601, 611, 621 and 631) with upgrade option
Warranty	12 months
NoSCRATCH-Warranty	36 months on glass guide
Digitization Guidelines	FADGI: ***, ISO 19264-1: Level B
Image Processing / PDT (Perfect Document Technology)	
Image Orientation	Bicubic skewness correction with black border removal and text-oriented alignment
Gamma Correction	3-level correction (color, black, white)
Color Dropout	Up to three color areas definable
Binarization Method	Dynamic with pixel filters and result preview
Stream Control	Based on Automatic Color Detection and/or Event Control (e.g. Patch Code, 1D & 2D Barcode)
Blank Page Detection	Content-based dynamic procedure with two definable impact areas
ICC Profiles	Embedding of ICC profiles or conversion to different target color spaces (e.g. sRGB, Adobe RGB1998, eciRGB)
Paper Processing / Handling	
Paper Input	Automatically for batch or single sheet input, adjustable paper guide (also asymmetric), integrated support for long documents
Max. Stack Height	75 mm (approx. 750 sheets at 80 g/m ²) defined via profile
Document Width	56 mm to 317.5 mm
Document Length	60 mm to 1.950 mm and Automatic LongDoc mode: extension of the maximum scan length to approx. 15.5 m by internal splitting of the image processing, depending

	on the selected resolution and chosen paper format	
Paper Formats	• ISO formats: A3, A4, A5, A6, A7, B4, B5, B6, B7 • US formats: Ledger, Legal, Letter, Executive, Invoice • User defined format	
Maximum Admission Height	2 mm (by straight Paper Path)	
Paper Weight	30 g/m ² to 800 g/m ²	
Input Control	Mechanical paper separation, Double Feed Detection via five, separately definable, ultrasonic sensors and automatic staple/metal recognition	
Flow Control	Paper Flow Control (PFC) with optional length control	
Scan Areas	Dust-protected with NoSCRATCH Glass Guide, variable height (three levels) with switchable scan background (black/white)	
Document Output Front	Output tray in four definable plate angles, adjustable Paper Stop and asymmetrically adjustable Paper Guides, tray extension for long documents (max. 485 mm) and removal aid	
Document Output Rear	Rear output by straight paper path, controlled by active switch, to sort out separator sheets at full speed or to handle inflexible documents	
Indexing	Sequential ID and four definable, event-controlled counters for document indexing, integrated patch code and barcode reader 1D & 2D (e.g. 2/5 Interleaved, Code 39, Code 128, QR Code, Datamatrix)	
Imprinter SD	Inkjet imprinter (resolution 96 dpi) with ink management for definable single line printing, prior to scanning on document front side and after scanning on front/rear side	
Imprinter HD	HD imprinter (resolution 300, 600, 1200 dpi) with ink management for up to four lines printing after scanning on document front/rear side. Printing height up to 14.2 mm and barcode printing	

	<table><tr><td>Imprinter Digital</td><td>Digital image print. Content linkable to physical printed information and freely definable</td></tr><tr><td>SlowDown Modus</td><td>Reduction of scan speed for safe document handling (20, 40, 70 ppm)</td></tr></table>	Imprinter Digital	Digital image print. Content linkable to physical printed information and freely definable	SlowDown Modus	Reduction of scan speed for safe document handling (20, 40, 70 ppm)											
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2.	Supply, delivery, and installation of A2 Overhead Scanner General Technical Specification <table><tr><td>Scan Area</td><td>A2+ (typically 460 x 620 mm or 18 x 24 inches).</td></tr><tr><td>Resolution</td><td>400 x 400 dpi to 600 x 600 dpi (optical)</td></tr><tr><td>Sensor</td><td>High-resolution CCD or 3-channel RGB CMOS.</td></tr><tr><td>Lighting</td><td>Cold white LED lighting, no IR/UV radiation, compliant with IEC 62471.</td></tr></table>	Scan Area	A2+ (typically 460 x 620 mm or 18 x 24 inches).	Resolution	400 x 400 dpi to 600 x 600 dpi (optical)	Sensor	High-resolution CCD or 3-channel RGB CMOS.	Lighting	Cold white LED lighting, no IR/UV radiation, compliant with IEC 62471.	02						
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	Colour Depth	48-bit input, 24-bit output (colour); 16-bit input, 8-bit output (grayscale).		
	Book Cradle	V-shaped (120°-180°), motorized, with pressure adjustment (often 10–15 cm lift).		
	Image Processing	Automatic finger removal, book fold optimization, deskew, and colour management (sRGB, Adobe RGB).		
	Interface	Gigabit Ethernet/TCP/IP, USB 3.0		
	Warranty	12 months		
	COMPLIANCE STANDARDS			
	Metamorfoze	Dutch national program for preserving paper heritage (Light or Full levels).		
	ISO 19264-1	International standard for archiving systems (Level A or B).		
3.	Provide a once-off physical training for users (5 hours).		01	
4.	Provide support for utilisation of the equipments for a period of six months upon installation.		01	
5.	Quarterly service, repair and maintenance of existing Digitization Equipment for a period of three years. New equipments will be serviced and maintained after 12 months warranty.			
5.1	Existing Scanner: Microtek Scanner LS-3800 Serial Number: MLS-600A1 – quarterly service, repair & maintenance		01	
5.2	Existing Scanner: Zeutschel OS-1200 Serial Number 60698 – quarterly service, repair & maintenance		01	
6.1	Scanner for Fragile records New Equipment: – quarterly service, repair & maintenance		01	
6.2	A2 Overhead Scanner New Equipment: – quarterly service, repair & maintenance		01	

16. EVALUATION AND SELECTION CRITERIA

DSAC has set minimum standards that a bidder(s) needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

- Administrative Compliance and Mandatory Requirements (Phase 1)
- Functionality Compliance (Phase 2)
- Price and Specific Goals (Phase 3)

Bidders must submit all documents as outlined in Tables below. Only bidder(s) that comply with ALL these criteria will proceed to Phase 2.

16.1. Phase 1: Administrative Compliance.

Bidder(s) must submit the documents listed in Tables below. All documents must be completed, initialled, and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administrative and mandatory requirements. The bidder(s) proposal will be disqualified for non-submission of any of the bid documents.

PHASE 1: TABLE 1: DOCUMENTS THAT MUST BE COMPLETED, SIGNED AND SUBMITTED

TABLE 1.1: ADMINISTRATIVE REQUIREMENTS

- Non-submission of the enclosed SBD 1, SBD 3.1, SBD 4, and SBD 6.1 will result in the disqualification of the bidder. Non-completion, partial completion, and non-signing of SBD 1, SBD 3.1, and SBD 4 will lead to disqualification of the bidder.
- However, non-completion, partial completion, and non-signing of SBD 6.1 will not lead to the disqualification of the bidder but will result in the non-awarding of the Specific Goals.

Document	Document description.
SBD 1	Invitation to bid.
SBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022.
Registration on Central Supplier Database (CSD).	Bidder(s) must be registered on the National Treasury Central Supplier Database (CSD) on or before the closing date of the bid.
Tax Compliant status	To be verified on National Treasury's Central Supplier Database.
GCC	General Conditions of Contract

TABLE 2: MANDATORY REQUIREMENTS

Document that must be submitted	Non-submission and non-compliance will result in disqualification
SBD 3.1 - Pricing Schedule – Firm Prices.	Non-completion, and partial completion of the enclosed SBD 3.1 will lead to disqualification of the bidder.
SBD 4 - Bidders' disclosure.	Non-completion, partial completion, and non-disclosure in terms of paragraph 1,2,3 of the SBD 4 will result in the disqualification of the bidder. Disclose other company(ies) preferably using Central Supplier Database number(s). i.e MAAA.
Original Equipment Manufacturer (OEM) letters for the two different machines (Scanner for Fragile records and A2 Overhead Scanner)	Attach valid certified copy(ies).
SITA Contract, RFB740	Service providers must be registered under the list of accredited SITA Contract, RFB740 service providers, to supply and deliver in the region (Limpopo).

PHASE 2: FUNCTIONALITY COMPLIANCE CRITERIA.

Bids must meet the minimum eligibility criteria in respect of functionality of **70 points out of 100** points to be evaluated further to Phase 3.

Any bid that does not meet the minimum eligibility threshold will be automatically disqualified.

The functionality criteria together with the maximum points to be awarded are set out below:

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	BIDDER SCORE
1	Capacity and Capability of the Service Provider and the team.	Attach a detailed methodology plan including the capacity of the company and the team to supply, deliver, install, service & maintenance of Digitization Equipment as per the following: • Delivery period. (expected delivery period is up to 12 weeks after the receipt of purchase order). Outline a detailed plan indicating the method of delivering and adhering to timelines. • Warranties and guarantees. Outline your plan on warranty and guarantee periods and attach confirmation letter(s) from the manufacturer(s) if you are a supplier/distributor. • Defects and faults. Outline your plan in terms of response time on resolving issues of defects and faults. • Durability. Outline the quality and expected lifespan for each equipment offering. • Training Users. Outline the plan on how to conduct training in the usage of equipment. • Support and maintenance: Outline the plan for support and maintenance that will be provided for a period not exceeding six months after the delivery.	(35)	
		• Excellent: 5 of 5 above points above outlined	35	
		• Very Good: 4 of 5 above points above outlined	28	
		• Good: 3 of 5 above points above outlined	21	
		• Average: 2 of 5 above points above outlined	14	
		• Poor: 1 of 5 above points above outlined	7	
		• Nothing provided	0	

3	Company Experience and Track Record in supplying ICT Equipment. Attach contactable reference letters with your client's letterhead and signed by authorized persons, from government entities or departments or municipalities or private institutions not older than three years. NB. The Department reserves the right to verify the reference letters.	Attach reference letters which indicate - Duration of service, and rand value.	(65)
		• Excellent: Above 48 months experience	30
		• Very Good: Above 36 months to 48 months experience	24
		• Good: Above 24 months to 36 months experience	18
		• Average: Above 12 months to 24 months experience	12
		• Poor: Below 12 months experience	6
		• Nothing provided	0
		Value of Project/s Executed Cumulative	
		• Excellent: Above R 1,000,000	35
		• Very Good: Above R750,000 but below R1,000,000	28
		• Good: Above R500,000 but below R750,000	21
		• Average: Above R250,000 but below R500,000	14
		• Poor: Below R 250,000	7
		• Nothing provided	0

TOTAL

100 points

16.3 PHASE 3: 80/20 PREFERENCE POINTS SCORING SYSTEM IN TERMS OF PPR 2022.

Points for this tender shall be awarded for:

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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)	Means of Verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
With at least 51% ownership by Black People	10	To be verified through CSD report	
With at least 51% ownership by Women	02	To be verified through CSD report	
With at least 51% ownership by Youth	02	To be verified through CSD report	
With at least 51% ownership by People with Disabilities	02	To be verified through CSD report (Attach medical certificate with practice number from the registered doctor or hospital not older than 12 months of issue)	
With at least 51% ownership by Military Veterans	02	To be verified through CSD report (Attach proof from Department of Military Veterans)	
With at least 51% ownership by Rural / Township Business	02	To be verified through CSD report (Attach letter from Traditional Authority and / municipal bill not older than 12 months)	

17. GENERAL CONDITIONS OF CONTRACT

17.1 Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DSAC is prepared to enter a contract with the successful Bidder.
- The bidder submitting the General Conditions of Contract to DSAC together with its bid, duly initialled by an authorised representative of the bidder.
- The Department reserves the right to negotiate a fair market price with the successful bidder.

17.2 SPECIAL CONDITIONS OF CONTRACT

- Payment: Payment will be made after service rendered within a period of thirty days upon the receipt of invoice.
- The Department will pay disbursement according to proven kilometres travelled in terms of the National Department of Transport tariff rates. The successful bidder must have an office in Limpopo Province for the duration of the contract.

18. CONTRACT PRICE

- a) All prices quoted must be VAT inclusive (VAT Vendors) and must be quoted in South African Rand (ZAR).
- b) Bid price will be valid for a period of 120 days from the closing date of the bid.
- c) Prices for new equipments must include supply, delivery, and installation costs.

19. DSAC REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

19.1. Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DSAC;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat DSAC fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DSAC;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of DSAC as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from DSAC will not be used or disclosed unless the written consent of the client has been obtained to do so.

20. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

20.1. DSAC reserves its right to disqualify any bidder who either itself or any of whose members;

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DSAC's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

21. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

21.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that DSAC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

21.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by DSAC against the bidder notwithstanding the conclusion of the Service Level Agreement between DSAC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

22. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing DSAC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

23. INDEMNITY

23.1 If a bidder breaches the conditions of this bid and, as a result of that breach, DSAC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds DSAC harmless from any and all such costs which DSAC may incur and for any damages or losses DSAC may suffer.

24. PRECEDENCE

24.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

25. LIMITATION OF LIABILITY

25.1 A bidder participates in this bid process entirely at its own risk and cost. DSAC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

26. TAX COMPLIANCE

26.1 No tender shall be awarded to a bidder who is not tax compliant. DSAC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to DSAC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DSAC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

27. NATIONAL TREASURY'S REGISTER OF TENDER DEFAULTERS

27.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. DSAC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

28. GOVERNING LAW

28.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

29. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

29.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that DSAC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and DSAC will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

30. CONFIDENTIALITY

30.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with DSAC's examination and evaluation of a Tender.

30.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by DSAC remain proprietary to DSAC and must be promptly returned to DSAC upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

30.3 Throughout this bid process and thereafter, bidder(s) must secure DSAC's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

30.4 No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

31. DSAC PROPRIETARY INFORMATION

31.1 Bidder will on their bid cover letter make declaration that they did not have access to any DSAC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

REQUEST FOR BIDS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ONCE OFF SUPPLY, DELIVERY, AND INSTALLATION OF DIGITIZATION EQUIPMENT INCLUDING 3-YEAR TERM CONTRACT FOR SERVICE, REPAIR AND MAINTENANCE OF EXISTING DIGITIZATION EQUIPMENTS TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE. DSAC 2026/27-B9

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