



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC2026/27-B11

REQUEST FOR BIDS FOR THE APPOINTMENT OF A SUPPLIER TO SUPPLY, DELIVER, AND INSTALL LIBRARY AND OFFICE FURNITURE TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS.

CLOSING DATE: 4 SEPTEMBER 2026

CLOSING TIME: 11H00

BID VALIDITY PERIOD: 120 DAYS

TENDER BOX ADDRESS:

**21 BICCARD STREET
OLYMPIC TOWERS
POLOKWANE
0699**

1. INTRODUCTION

- 1.1 The Limpopo Department of Sport, Arts and Culture is looking for suitably qualified supplier to supply, deliver, and install Library and Office Furniture to Limpopo Department of Sport, Arts and Culture for a period of three years.

2. BACKGROUND

- 2.1 The Limpopo Department of Sport, Arts and Culture (DSAC) is committed to ensure that its libraries and offices are furnished with furniture. The Department have new and existing libraries which must be furnished with Library and Office Furniture.

3. PURPOSE OF THIS REQUEST FOR BID (RFB)

The purpose is to appoint a supplier to supply, deliver, and install Library and Office Furniture to Limpopo Department of Sport, Arts and Culture for a period of three years.

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 non-compulsory 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

7 August 2026

Bid closing date.

4 September 2026 at 11:00

Non-Compulsory Briefing Session Date and Venue

20 August 2026 @ 10h00

21 Biccard Street, Olympic Towers building, Department of Sport, Arts and Culture

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 Ramokgola K email address ramokgolak@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.

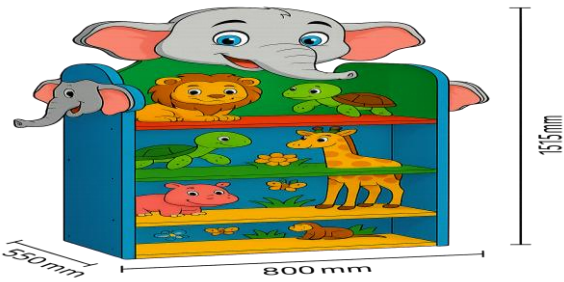
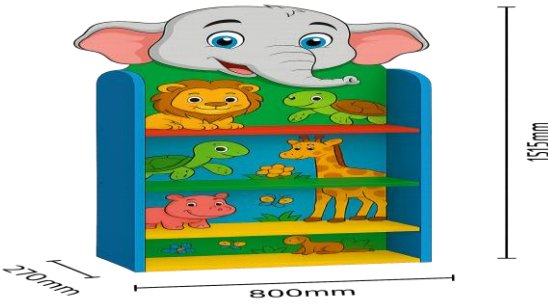
14. DURATION OF THE CONTRACT

a) The successful bidder will be appointed for a period of three (3) years

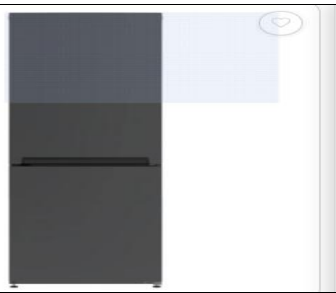
15. SERVICE REQUIREMENTS / SCOPE OF WORK

The successful bidder will be required to:

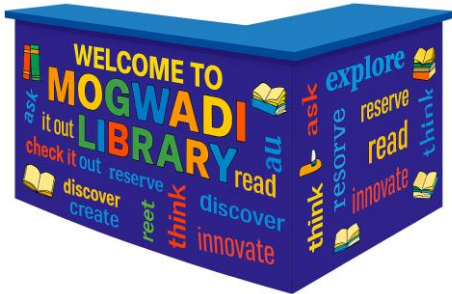
- Supply, deliver and assemble library furniture as specified in this bid document.
- Ensure that any furniture damaged in transit is immediately replaced.
- Ensure that there are no delays in the delivery, supply and assembling of library furniture.
- Supply brand new furniture and no second-hand furniture will be accepted.
- Ensure that delivery to take place within 8 weeks (two months) after the appointment.
- Ensure that the delivery is made during office hours.

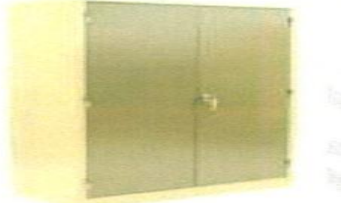
Item No	Description	PICTURE
1	Children's animal bookshelf 4 shelves (2 each side). Double Sided. Dimensions: 1515mm (h) X 800mm (l) X 550mm (d) Shelves are painted bright red, blue, green and yellow with animals printed on washable vinyl. With steel rails for height adjustment. Easy to assemble. With steel hooks and additional hooks. Solid wood	
2	Children's animal bookshelf. Single Sided. Steel rails with hooks and extra hooks Dimensions: 1515mm (h) X 800mm (l) X 270mm (d) Shelves are painted bright red, blue, green and yellow with animals printed on washable vinyl. Easy to assemble. Solid wood	

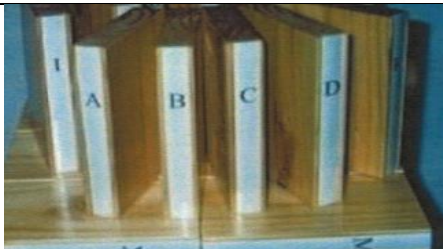
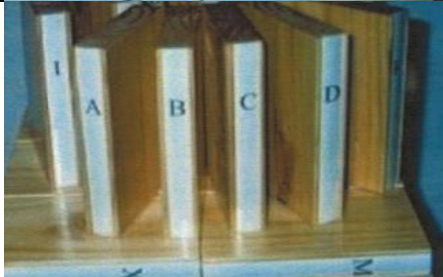
3	Three Step heavy-duty Ladder with Handrail, Black Dimension: 533 mm (W) x 1397 mm (H) The sponge-covered handrails offer a soft and comfortable grip with improved friction for added safety. The rubber feet are designed to provide a secure grip on the ground while also protecting your floors from scratches.	
4	Double-sided unit 1700mm(L) x 1400mm(H) x 250mm(D) in Saligna solid wood (as per attached picture) • Double-sided shelving for maximum storage capacity (approximately 4–5 tiers per side). • Material: Saligna • Base: Raised on short black metal legs for stability and easy cleaning underneath. • Steel rails with Hooks and extra hooks	
5	Design: Durable ergonomic plastic chairs with a smooth, contoured seat and backrest for comfort. • Backrest features a single oval cut-out handle near the top for easy lifting and moving. Colour: • Solid matte black finish. Material: • Molded polypropylene or similar durable plastic. Legs: • Four sturdy legs, slightly angled outward for stability. • Made of metal Style: • Simple, functional, and stackable design suitable for libraries, or multipurpose spaces.	

6	Reading table Saligna solid wood top and steel frame 1400(w)x740(h)x700(L). 12 × 12 × 1.6 mm thickness	
7	Toddler wall unit with 2 loose shelves, with hooks & top display shelf - 915(w) x 1200(h) x 300(d) Saligna solid wood. With rails and hooks	
8	Animal Bookshelves, 1515mm (h) X 800mm (l) X 550mm (d) saligna solid wood. Fixed shelves	
9	Water dispenser with carbon filter cooler cabinet (storage) and 20L water bottle.	
10	210L Double Door Refrigerator assorted colours	
11	High Back Swivel & Tilt Office Chair with Lumbar Support. Gas Height Adjustment for Seat Height. Fixed Steel Armrests with PU Capping. Backrest Lockable in Upright Position. Black Fabric on Seat & Backrest. Black 5 Star Nylon Base with 50mm Castors. 115 Kg Weight Limit. 5 Year Guarantee.	
12	High Back Swivel & Tilt Office Chair with Lumbar Support. Gas Height Adjustment for Seat Height. Fixed Steel Armrests with PU Capping. Backrest Lockable in Upright Position. Black Mesh on Seat & Backrest. Black 5 Star Nylon Base with 50mm	

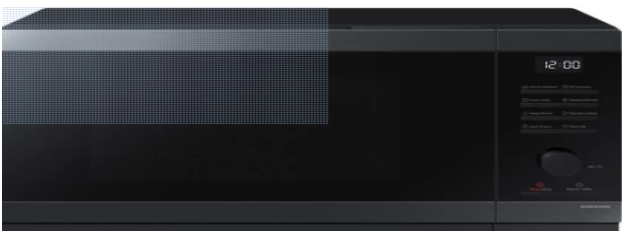
	Castors. 115 Kg Weight Limit. 5 Year Guarantee.	
13	Folding nose heavy-duty Steel trolley for boxes 600(w) x 110 (h)	
14	Rickstacker study chair seat base 38cm wide, Assorted Colours	
15	Heavy Duty Black 1.8m Folding Trestle Table Dimensions: 1800x760x740mm, Suitable for indoor and outdoor use, guarantee to be used and easily maintained under all circumstances! The table, seating a maximum of six comfortably, the table must fold in the center, locks closed, and features a comfort handle for easy transport and storage, plastic top. Comfort Handle: Comfortable to carry when folded and locked. Assorted Colours	
16	Kick step (round steel) Assorted Colours	
17	Jolly or equivalent table 750 (w) x 500(h) x 75(l) Assorted Colours	
18	Jolly or equivalent chairs – plastic 454 (h) x 290 seat (h) x 330 (w) Assorted Colours	
19	Themed children browser box, 4 compartment 750(w) x 500(h) x 780(L) solid wood. Themed	

20	Themed children's table 1000 diameter (solid wood). Themed	
21	Double-Sided Rolling Library Cart with Lockable wheels, 6 Tier sloped shelves, Dimensions D x W x H, 29.5"D x 29.5"W x 49.2"H (74.9 x 74.9 x 125 cm), Alloy Steel, Colour: Black	
22	Book end support- steel 80x180x75. Assorted Colours	
23	U-shape glossy top issue counter with membership card drawers, laminated with heavy duty lamination words similar to the attached picture (Name of the Library) 2400 x 960 x 1200, Solid wood	
24	L-shape glossy top issue counter with membership card drawers, laminated with heavy duty lamination words similar to the attached picture (Name of the Library) 2400 x 960 x 1200, Solid wood	
25	4 Drawer filling cabinet (steel) 470(w)x1320(h)x630(d) – Colour: Assorted Colours	

26	Reading table, round (1200 diameter) with steel frame, saligna solid wood		
27	Steel stationery cabinet with 4 shelves (900w x 1800H x 450D) Assorted Colours		
28	2-seater study carrel (1800w x 1200h x 1200d) saligna solid wood		
29	Themed browser Box with 4 compartments 700w x 420h x 700L (saligna Solid wood)		
30	Forest animal painted children's browser box (700W x 1200H x 700D (saligna Solid wood)		
31	Themed children's reading corner 1800W x 1200W x 1200D (4 seats assorted colours 500H)		

32	Wall mounted carpet pin board 1200W x 900H, Assorted Colours	
33	Alphabetical guide blocks set of 26 (30x200x130) pine	
34	Dewey or equivalent numbered guide blocks – set of 10 (30x200x130) pine number from 000 to 900	
35	Double pedestal desk – saligna solid wood 1800(w)x740(h)x900(L)	
36	Themed Carpet for children's corner 2400mm x 2000mm x 3mm. Polyester	
37	Single sided wall unit 1800(w)x1370(h)x250(d) with 4 loose shelves saligna solid wood with steel rails and hooks. Raised by 15cm base	

38	L- Shaped Desks • Desk Split Front Modesty Panel • Floating Top & Extension 32mm Top & 22mm Legs • Size 2000 x 1800 x 732mm. • 4 Drawer Desk Height Pedestal with floating pencil top drawer and top lock Desk is made with the extension to the left- or right-hand side. Saligna solid wood, Mahogany	
39	Credenza With 2 Sliding Doors 1000mm(L) X 470mm(B) Saligna Solid Wood, Mahogany.	
40	Wooden Round conference table for 4 people (1200mm x 760mm), Saligna Solid Wood, Mahogany.	
41	Ergonomically Designed Seat & Backrest High Density Foam Seat Medium Density Foam Backrest Gas Height Adjustment with Swivel Tension Adjustment (Free Flow Setting) 4D Adjustable Armrests Black Nylon Base with 50 mm Castors Black Contract Fabric supporting a weight of up to 170 Kgs (Weight). Colour: Black	
42	Visitors chair sleigh base with armrest, Fabric. Assorted Colours	

43	3-seater couches made of pure leather that is carefully handcrafted with reverse seam details and sink-right-in seating for a seriously laidback feel. An elevated take on an all-day-everyday couch, with a contemporary touch to give it a relaxed look. Size: 2070W x 900D x 83H, Colour: Assorted Colours	
44	2-seater couches made of pure leather that is carefully handcrafted with reverse seam details and sink-right-in seating for a seriously laidback feel. An elevated take on an all-day-everyday couch, with a contemporary touch to give it a relaxed look. Size: 800W x 890D x 850H, Colour: Assorted Colours	
45	Wooden Coffee Table double layer with a drawer. 1400 x 800 Colour: Oak, saligna solid wood	
46	Microwave Oven 32L capacity with 1500W. Mirror Glass. Colour: Metallic Silver	
47	General warehouse Trolley for moving furniture, documents or any other items Specification 2 x Handles (Non-removable) Electro-Galvanized Steel construction Wheel dia. 200mm Castor dia. 125mm Load capacity 700kg Size – 1500mm L x 600mm W	
48	General warehouse Trolley Platform heavy-duty steel for moving furniture, documents or any other items. Size: 1200mm(L) x 68mm(W), Load capacity 500kg. Wheels: Fitted with 4 industrial-grade castors (typically 2 swivel and 2 fixed) for easy manoeuvring.	

	Specification, 1 x Handle (Non-removable)	
49	Vacuum Cleaner Hoover Wet & Dry Capacity: 80L Voltage: -220-240v Frequency: 50-60Hz Power: 3 x 1000W	
50	Wooden Coat Rack Stand - Clothes, Suits, Scarves, Handbags, 170cm - Brown Colour	
51	Laminator Machine, laminates up to A3 size documents in 80 – 125-micron pouches • Release lever disengages pouch for document re-alignment or removal • Auto shut off is activated after 30 minutes reducing energy consumption	
52	Boardroom Table with Inlay – 4800mm 4800x1850x800mm * Leather Inlay, Saligna Solid Wood, Mahogany	

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, initialed, 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 will result in disqualification
SBD 3.1 - Pricing schedule – Firm Prices.	Non-completion, 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.

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:

The weight that will be allocated to each functionality criteria is as follows:

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	BIDDER SCORE
1	Capacity and Capability of the Service Provider and the team.	Provide a detailed plan including the capacity of the company and the team to supply, deliver, and install library and office furniture as per the following:	(40)	

		• Delivery period. (expected delivery period is up to 8 weeks after the receipt of purchase order). Outline a detailed plan indicating the method to deliver the furniture and adhere to timelines. • Warranties and guarantees. Outline your plan on warranty and guarantee periods on furniture 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 on furniture. • Durability. Outline the quality and expected lifespan of the furniture offering.		
		4 points clearly outlined and detailed	40	
		3 points clearly outlined and detailed	30	
		2 points clearly outlined and detailed	20	
		1 point clearly outlined and detailed	10	
		Nothing provided:	0	
2	Company Experience and Track Record in supplying Library and Office Furniture Attach contactable reference letters with your client's letterhead and signed by authorized persons, from government entities or	Reference letters must indicate - Duration of service, and rand value.	(50)	
		Excellent: 5 or more References	35	
		Very good: 4 References	30	
		Good: 3 References	24	
		Average: 2 References	16	
		Poor: 1 Reference	8	
		Nothing submitted	0	
		Value of Project/s Executed - Cumulative		
		Excellent: Above R1 000,000.00	15	
		Very Good: Above R800,000 but below R1 000,000	12	
		Good: Above R500,000 but below R800,000	10	
		Average: Above R400,000 but below R500,000	8	
		Poor: Below R400,000	5	

	departments or municipalities or private institutions not older than five years. NB. The Department reserves the right to verify the reference letters.	Nothing submitted	0	
3.	Locality of the bidder.	Attach certified copy of municipal rates and taxes invoice from the municipality showing the bidder has an office in Limpopo Province / or proof of physical address from Traditional Authority, not older than twelve months.	(10)	
		Company based in Limpopo Province	10	
		Company not based in Limpopo Province	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 –

- a. 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.
- b. The bidder submitting the General Conditions of Contract to DSAC together with its bid, duly initialled by an authorised representative of the bidder.
- c. The Department reserves the right to negotiate a fair market price with the successful bidder.

17.2 SPECIAL CONDITIONS OF CONTRACT

- a) Payment: Payment will be made after service rendered within a period of thirty days upon the receipt of invoice.
- a. The exact quantities will be determined as and when procuring through the appointed service provider (contract). The contract is a rate (unit price) based contract.

18. CONTRACT PRICE

- a) All prices must be VAT inclusive 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 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 PROPOSALS FOR THE APPOINTMENT OF SUPPLIER TO SUPPLY, DELIVER, AND INSTALL LIBRARY AND OFFICE FURNITURE TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS.

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SUPPLIER TO SUPPLY,
DELIVER, AND INSTALL LIBRARY AND OFFICE FURNITURE TO LIMPOPO
DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS.
DSAC 2026/27-B11**