



DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC2025/26-B15

**REQUEST FOR BIDS FOR THE APPOINTMENT OF A PANEL OF
BOOKSELLERS AND /OR PUBLISHERS TO SUPPLY AND
DELIVER BOOKS AND OTHER LIBRARY MATERIALS TO
LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE
FOR A PERIOD OF THREE YEARS.**

CLOSING DATE: 6TH FEBRUARY 2026

CLOSING TIME: 11H00AM

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 and experienced service providers in the areas of supply and delivery of books and other library materials.

2. BACKGROUND

2.1 Limpopo Department of Sport, Arts and Culture is mandated to provide Library and Information Services to public libraries in Limpopo Province. The geographical location of the libraries is urban and rural. The Department has an obligation to provide books and other library materials to public libraries in the province. The service providers appointed for this contract, will be expected to deliver library materials at District Libraries as per the table below. The department is intending to appoint a panel of Booksellers and /or Publishers of those who scored a minimum of 70 points on Functionality Compliance.

Item No	District Library	Physical Address
1	Capricorn	62 Rissik Street Polokwane 0700
2	Waterberg	Cnr Leyds & Thabo Mbeki Street Modimolle, 0510
3	Vhembe	Makwarela Government Offices. Makwarela
4	Giyani	Giyani road, Giyani D
5	Tzaneen	1 Denne Street Arborpark Tzaneen
6	Sekhukhune	Lebowakgomo Government Complex. Next to Education Department. Lebowakgomo

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

3.1 The purpose is to appoint a panel of booksellers and /or publishers to supply and deliver books and other library materials to all district libraries namely, Capricorn, Giyani, Tzaneen, Waterberg, Sekhukhune, and Vhembe for a period of 3 years.

4. DEFINITIONS

DSAC means the organ of state, Limpopo Department of Sport, Arts and Culture that is requiring the provision of library materials.

TOR means Terms of References

VAT means Value Added Tax.

Service provider means person or persons, partnership, Successful bidder or firm who herewith submits a valid bid for the provision of library materials to the Department of Sport, Arts and Culture.

Library Materials means books, videos, toys, charts, audio-visuals.

Local authors and publishers mean bonafide authors and publishers residing in Limpopo Province.

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1. Tax Legislation

5.1.1 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

5.2.1 DSAC has a detailed evaluation methodology premised amongst others, on Treasury Regulation 16A3 read with Limpopo Provincial Treasury Instruction Note 02 of 2014 promulgated respectively under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999) and Section 18(1) (c) read together with Section 18(2) (a), (b), (f) and (i).

5.3. Technical Legislation and/or Standards

5.3.1 Bidder(s) should be cognisant of all the legislation and/or standards specifically applicable to the services to be rendered for DSAC. It is the service provider's responsibility that (it / they) i.e. the service provider(s), always use National Treasury and Limpopo prescripts when procuring goods and/or services for DSAC.

6. BRIEFING SESSION

There will be 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 / tender bulletin

16th January 2026

Bid closing date.

6th February 2026 at 11:00am

Compulsory Briefing Session date

26th January 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 Modiba M.V via email address modibav@sac.limpopo.gov.za and Ms Manamela M via email address manamelam@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 Bidding 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 for consideration and where practicable, will be returned unopened to the Bidder(s).

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 may 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. This may include site visits.

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 bid document in a clearly marked sealed envelope.
- 13.4 Bidder(s) are requested to initial each page of the bid document and the attachments.

14. DURATION OF THE CONTRACT

- 14.1 The successful bidder(s) will be appointed for a period of (3) three years.

15. Service Requirements

The successful bidder(s) will be required to provide but not limited to the following:

- 15.1 Supply and delivery of books and library materials within eight (8) weeks upon the receipt of an order.
- 15.1.1 Packaging should be according to the list which should be alphabetical according to title. "A", "the", 'n and "die" should not be considered.
- 15.2 Library materials will be delivered at district libraries.

16. SCOPE OF WORK

- 16.1 Library Books
 - 16.1.1 Provide library books covering fiction and non-fiction published within a five-year period to date, all ages, and different languages
- 16.2 Toys
 - 16.2.1 Educational toys
- 16.3 Charts
 - 16.3.1 Fiction and non-fiction different languages, and all ages.
- 16.4 Audio and Audio-visuals
 - 16.4.1 Fiction and non-fiction different languages, and all ages.

17. EVALUATION AND SELECTION CRITERIA

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

Administrative Compliance and Mandatory requirement (Phase 1)
Functionality Compliance (Phase 2)

Bidders must submit all documents as outlined in Table1 below. Only bidder(s) that comply with all these criteria will proceed to Phase 2.

17.1. Phase 1: Administrative Compliance and Mandatory Requirements.

Bidder(s) must submit the documents listed in Table 1 below. All bid documents must be completed 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 administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.

TABLE 1.1: ADMINISTRATIVE REQUIREMENTS

- Non-submission of the enclosed SBD 1, and SBD 4, will result in the disqualification of the bidder.

Document	Document description.
SBD 1	Invitation to bid.
Registration on National Treasury Central Supplier Database (CSD).	Bidder(s) must be registered on the National Treasury Central Supplier Database (CSD) on or before closing date of this bid.
Tax compliant	To be verified on National Treasury's Central Supplier Database.
GCC	General Conditions of Contract

TABLE 1.2: MANDATORY REQUIREMENTS

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) using Central Supplier Database number(s). i.e MAAA
Financial Capacity	<ul style="list-style-type: none"> • An undertaking by a bank as recognized by the Banks Act 94 of 1990 to provide a minimum value of one million rand (R 1 000 000.00) revolving credit or bank overdraft facility to the prospective bidder; or • In case of a self-funding company, a stamped bank statement reflecting a minimum value of one million rand (R 1 000 000.00) not older than one month from the date the bid was advertised must be provided; or • An original guaranteed letter from the registered Financial Institution registered with National Credit Regulator of a minimum value of one million rand (R1 000 000.00) not older than one month from the date the bid was advertised must be provided.

Phase 2: Technical Evaluation Criteria (Functionality)

Bids must meet the minimum eligibility criteria in respect of functionality of 70 out of 100 points that will be awarded for functionality. The department is intending to appoint a panel of Booksellers and /or Publishers of those who scored a minimum of 70 points on Functionality Compliance.

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 APPLICATION	WEIGHT	BIDDER SCORE
1	Project Implementation Plan	<p>Specify timelines from order to delivery. (attach confirmation, and if not the booksellers / publishers please attach confirmation from the booksellers / publishers)</p> <p>Excellent: less than 4 weeks</p> <p>Very good: 4 – 5 weeks</p> <p>Good: 5 – 8 weeks</p> <p>Average: 8 – 10 weeks</p> <p>Poor: 10 weeks and above</p> <p>Nothing provided</p>	(25)	
2	<p>Company Experience and Track Record in supply and delivery of Library Books</p> <p>Attach contactable reference letters with your client's letterhead and signed by authorized persons, from government entities or departments or municipalities or private institutions within a period of five years.</p> <p>NB. The Department reserves the right to verify the reference letters.</p>	<p>Reference letters must indicate - Duration of service.</p> <p>Excellent: 5 References</p> <p>Very good: 4 References</p> <p>Good: 3 References</p> <p>Average: 2 References</p> <p>Poor: 1 Reference</p> <p>Nothing provided</p> <p>Value of Project/s Executed</p> <p>Excellent: Above R1 000 000.00</p> <p>Very good: Above R 750 000.00 but below R1 000 000.00</p> <p>Good: Above R 500 000.00 but below R 750 000.00</p> <p>Average: Above R 250 000.00 but below R 500 000.00</p> <p>Poor: Below R 250 000.00</p> <p>No track record/project(s) executed</p>	(25)	
3	<p>Publishers Association of South Africa and /or Booksellers Association of South Africa registration certificate</p>	<p>Attach a valid certified copy of registration certificate not older than three months.</p> <ul style="list-style-type: none"> Attached Not attached 	(25)	
			25	
			0	

TOTAL

100%

18. RESERVATION OF RIGHTS

18.1 The Department reserves the right to award the contract or to cancel.

19. SPECIAL CONDITIONS OF CONTRACT

19.1 Upon appointment of a panel of Booksellers and/ or Publishers, book fair will be held Where Booksellers and /or Publishers will display their library materials. The Book Fair will be held in Polokwane. A list of library materials can be used in case where a Book Fair cannot be held. Booksellers and /or Publishers are required to provide Book lists, and price lists as per the excel template below during Book Fair. Successful Booksellers and /or Publishers will be expected to e-mail lists of library materials 14 calendar days prior to Book Fair.

The lists of library materials must strictly be in alphabetical order. "A", "the", 'n and "die" should not be considered. Successful Booksellers and /or Publishers will also be expected to bring the lists and physical library materials on the day of the Book Fair. Library officials will select library materials during the Book Fair according to their needs.

A list of specific books required by library users will be sent to Booksellers and /or Publishers 30 calendar days prior to Book Fair for inclusion.

Inclusion of local authors and publishers' materials in Book Fair lists provided by the Department.

The lists should be as per the service requirements and scope of work, and the prescribed template below.

Excel Spreadsheet

ITEM NO.	ISBN	TITLE	YEAR OF PUBLICATION	PUBLISHER	VOLUMES	QUANTITY	UNIT PRICE VAT INCLUDED	GRAND TOTAL VAT INCLUDED

19.2 The Department will request quotations from the panel.

19.3 Where library materials are unique and provided by one supplier appointment will be made per supplier.

19.4 80/20 preference points system will be used to evaluate library materials which are provided by more than one supplier.

20. NEGOTIATIONS

20.1 The Department reserves the right to enter into negotiations with the successful bidder(s) added to the panel with regard to pricing.

21. GENERAL CONDITIONS OF CONTRACT

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

- 21.1 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 into a contract with the successful Bidder.
- 21.2 The bidder submitting the General Conditions of Contract to DSAC together with its bid, duly signed by an authorised representative of the bidder.

22. TERMINATION OR CANCELLATION OF CONTRACT

DSAC reserves the right to terminate or cancel the contract based on the following:

- 22.1 Non delivery of books and other library materials within a stipulated delivery time frame upon the receipt of an order.
- 22.2 Non remedial actions for delivery of incorrect items within 14 calendar days after notice to the service provider.

23. CONTRACT PRICE

- 23.1 All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- 23.2 Quoted prices must be all costs inclusive.

24. DSAC REQUIRES BIDDER(S) TO DECLARE

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

Confirm that the bidder(s) is to: –

- 24.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of DSAC;
- 24.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 24.3 Act with circumspection and treat DSAC fairly in a situation of conflicting interests; YES / NO
- 24.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 24.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DSAC;
- 24.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 24.7 To conduct their business activities with transparency and consistently uphold the interests and needs of DSAC as a client before any other consideration; and
- 24.8 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.

25. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

DSAC reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who

indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of DSAC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- 25.1 engages in any collusive bidding, 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;
- 25.2 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;
- 25.3 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;
- 25.4 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;
- 25.5 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;
- 25.6 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 bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 25.7 has in the past engaged in any matter referred to above; or
- 25.8 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.

26. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 26.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that DSAC relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 26.2 It follows therefore that misrepresentations in a bid 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.

27. PREPARATION COSTS

- 27.1 The Bidder will bear all its costs in preparing, submitting, and presenting any response or 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.

28. INDEMNITY

- 28.1 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.

29. PRECEDENCE

- 29.1 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.

30. LIMITATION OF LIABILITY

- 30.1 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.

31. TAX COMPLIANCE

- 31.1 No bid 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.

32. NATIONAL TREASURY'S REGISTER OF TENDER DEFAULTERS

- 32.1 No bid 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.

33. GOVERNING LAW

- 33.1 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.

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

- 34.1 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.

35. CONFIDENTIALITY

- 35.1 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 response(s) will be disclosed by any bidder or other person not officially involved with DSAC's examination and evaluation of a bid.
- 35.2 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 bid. 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.
- 35.3 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.
- 35.4 No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

36. DSAC PROPRIETARY INFORMATION

- 36.1 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).

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