



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC2025/26-B11

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND IMPLEMENT LIBRARY BOOKS MANAGEMENT ACCOUNTING SYSTEM, INCLUSIVE OF SOFTWARE, HARDWARE, SUPPORT, AND MAINTENANCE SERVICES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS.

CLOSING DATE: 13TH MARCH 2026

CLOSING TIME: 11H00

BID VALIDITY PERIOD: 120 DAYS

TENDER BOX ADDRESS:

**21 BICCARD STREET
OLYMPIC TOWERS
POLOKWANE
0699**

1. INTRODUCTION

The Limpopo Department of Sport, Arts and Culture is looking for a suitably qualified and experienced service provider with a track record to supply and implement a Library Books Management Accounting System, inclusive of software, hardware, support, and maintenance services to the Limpopo Department of Sport, Arts and Culture for a period of three years.

2. BACKGROUND

Limpopo Department of Sport, Arts and Culture (DSAC) must ensure that its Library Books are safeguarded and accounted for. The Department is currently having 121 libraries. The Department is seeking a Library Books Management Accounting System that will assist in managing Library Books effectively, enhancing asset tracking and verification, and support the generation of a credible asset register, thereby contributing to improved audit outcomes. DSAC procured RFID equipment during the 2019/2020 financial year to support the implementation of the RFID project. Although the system was successfully piloted in one of the departmental libraries, the project was not fully rolled out. The Department now intends to utilise the existing equipment to revive the RFID initiative. The available equipment includes:

- RFID Scanners: ALR-H450 – EMA Alien Connected Handheld
- Antenna: Alien Technology Slim 10" 8.5dBic RH Circular 865–867 MHz (SMA) – Model ALR-A1001-E-V
- Fixed Reader: ALR-9680-EMA

In addition, DSAC previously tagged its library materials using Squiggle RFID tags, which are compatible with both the ALIEN ALR-450-EMA Handheld Scanner and the ALR-9680-EMA Fixed Reader. Against this background, the Department aims to achieve cost savings by re-utilising the available equipment.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP to request proposal that will enable DSAC to appoint a service provider to supply and implement a Library Books Management Accounting System, inclusive of software, hardware, support, and maintenance services to the Limpopo Department of Sport, Arts and Culture for a period of three years.

4. DEFINITIONS

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

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

VAT means Value Added Tax.

RFID means Radio Frequency Identification. It's a technology that uses radio waves or uses electromagnetic fields to automatically identify and track tags attached to objects. These tags (tiny radio transponders) can store information that can be read by a reader without physical contact or line of sight.

UHF means Ultra High Frequency

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1. Tax Legislation

5.1.1 Bidder(s) must be Tax compliant when submitting a proposal to DSAC and remain Tax 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

4.3.1 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 Treasury prescripts when procuring goods and/or services for DSAC.

6. BRIEFING SESSION

There will be a compulsory briefing session for this tender.

7. TIMELINE OF THE BID PROCESS

The validity period of the tender and proposal 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

20th February 2026

Bid closing date.

13th March 2026 at 11:00am

Compulsory Briefing Session date

2nd March 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 (SAST) also called Central Africa Time (CAT).

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 anyway 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, Mr Majoni I via an email address majonii@sac.limpopo.gov.za and/or 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 that 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 the award of the bid. The due diligence will include but not limited to the existence and capacity of the company to efficiently render the services as described in this bid.

12.2 The Department reserves the right to report any bidder who submits fraudulent documents to National Treasury for listing on the register of list of restricted suppliers and tender defaulters.

13. SUBMISSION OF PROPOSALS

13.1. Bid documents must be placed in the tender box at 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

- 14.1 The successful bidder will be appointed for a period of three (3) years.
- 14.2 At the end of the contract, the appointed service provider must ensure that the Library books Asset Register data/information is retained by the Department in a readable format.

15. SERVICE REQUIREMENTS

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

15.1 Software Capability

The proposed Library Books Management Accounting System must be reliable and capable of handling a database of over one million book line items.

The software must be compatible with the software used by DSAC.

15.2 Hardware Requirements

The service provider must supply all necessary equipment, including but not limited to the following:

- Mobile scanners with integrated application, 1D/2D barcode and UHF RFID capabilities, and camera/photo functionality.
- Fixed scanner units with UHF RFID readers and antennas, supporting offline data collection.
- UHF RFID tags/inlays compatible with the proposed hardware and software solution.

15.3 Reporting Capabilities

The system must generate comprehensive and filterable reports, including but not limited to the following:

- Overview reports
- Location-based reporting
- Status-based reporting
- Condition tracking
- Verification status (verified/unverified)
- Utilization data

15.4 Asset Register Generation

The system must be capable of generating a credible, compliant, and auditable library books asset register, with reporting functionalities aligned to financial management and audit requirements, using templates approved by the Department.

15.5 Support and Maintenance

- All functional and technical support must be provided by the service provider's qualified technicians and specialists.
- Unresolved or escalated issues must be promptly communicated to the Department for further direction or intervention.
- The service provider must ensure availability for support during office hours: 08:00 to 16:00, Monday to Friday (excluding weekends and public holidays) throughout the contract period. The successful bidder must ensure effective service delivery within the Limpopo Province, either through a local office, satellite operation, or other suitable logistical arrangements for the duration of the contract."

15.6 Operational Support

The service provider must be capable of delivering the following operational services:

- Supply, configuration, and setup of system hardware
- Configuration and facilitation of access to the system platform
- Assistance with tagging and labelling processes in the libraries
- On-site and remote support as per the agreed Service Level Agreement (SLA)

15.7 Functional Support

The service provider must provide the following functional support services:

- Enable system access via mobile devices and web browsers
- Tagging support and user guidance
- System error diagnostics and troubleshooting
- Scheduled and ad hoc system maintenance, in line with the SLA

15.8 Technical Support

15.8.1 Platform Access Support

- Adhoc system support and troubleshooting
- Advanced operational and configuration support
- Software connectivity diagnostics and resolution
- Technical data support and data access assistance

15.8.2 Scanner Software Support

- Troubleshooting and resolving device-related errors
- Software updates and upgrades
- All platform support for scanning hardware and applications

15.8.3 Custom Reporting Support

- Development of custom system reports functionalities
- Custom report and export development tailored to Departmental needs

15.9 Audit Support

The service provider must provide technical and functional support in responding to internal and external audit queries and findings, ensuring timely and appropriate resolution.

15.10 Asset Register Maintenance

The service provider must support the Department in maintaining an accurate and complete asset register by:

- Equipping officials with the necessary skills to produce and update the Asset Register following the upload and migration of library books.
- Providing support during financial year-end processes, including opening balance reconciliations related to the upload and migration of the library books Asset Register.
- Ensuring alignment between the Asset Register classifications and the Standard Chart of Accounts (SCOA).
- Training officials to independently utilise the system for verification and clearance of stock logs.

15.11 Skills Transfer

The service provider must facilitate capacity building within the Department through:

- Training of DSAC officials on the use and configuration of mobile and fixed scanners
- Empowering Departmental staff to perform operational, technical, and support tasks
- Enabling internal staff to provide second-level support independently

16. SCOPE OF WORK

ITEM NO	DETAILED DESCRIPTION
1	Supply and Delivery of Hardware, which includes <ul style="list-style-type: none">• Configuration, deployment, and installation.• Importing of current RFID tags already assigned based on the current system layout.• Ensure compatibility with the existing RFID equipment.
1.1	Mobile scanner with integrated application, 1D/2D barcode and UHF RFID capabilities, and camera/photo functionality
1.2	Fixed scanner units with UHF RFID readers and antennas, supporting offline data collection.
1.3	UHF RFID tags/inlays compatible with the proposed hardware and software solution including printing and encoding. The Department is having approximately one million Library Books.
2	Provisioning of Software including a license for the duration of the contract
3	Generation of Reports, but not limited to the following: <ul style="list-style-type: none">• Overview reports• Location-based reporting

	<ul style="list-style-type: none"> • Status-based reporting • Condition tracking • Verification status (verified/unverified) • Utilization data • Exception report showing unverified books and a log of when the book was last detected by the reader / left the library.
4	Support and maintenance <ul style="list-style-type: none"> • Remote support and maintenance • On-site support and maintenance

17. 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)
- Inspection in Loco (Phase 3)
- Price and Specific Goals (Phase 4)

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

17.1. 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, INITIALLED AND SUBMITTED.

TABLE 1.1: ADMINISTRATIVE REQUIREMENTS

- Non-completion, and non-submission of the enclosed SBD 1, SBD 3.1, SBD 4, SBD 6.1, and non-disclosure in terms of paragraph 1,2,3 of the SBD 4 will result in the disqualification of the bidder.
- However, non-completion, and partial completion 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 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 3.1 - Pricing schedule – Firm Prices.	Non-completion, partial completion of the enclosed SBD 3.1 will lead to disqualification of the bidder. Not indicating if your period for delivery is firm or not firm on SBD 3.1 will disqualify your bid.
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
SITA 1183/2022 Contract: FOR THE PROVISION OF IT SERVICES AND SKILLS FOR SITA AND GOVERNMENT DEPARTMENTS	Service providers must be registered under the list of accredited SITA Contract, RFB1183/2022 service providers in the region (Limpopo).
ISO/IEC 27001:2022 International Standard for Information Security Management.	Attach proof, certified copy not older than three months on the closing date of this bid.

17.2 PHASE 2: FUNCTIONALITY COMPLIANCE CRITERIA.

Bids must meet the minimum eligibility criteria in respect of functionality of **70 points out of 100** points that will be awarded for functionality before they can be evaluated further in 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	Methodology and Project Implementation Plan	<p>The bidder must provide a comprehensive methodology and implementation plan demonstrating the company's capacity to deliver the required services (Library Books Management Accounting System). The submission should clearly outline the following:</p> <p>a. Functional Specifications: Outline detailed descriptions of the Library Books Management Accounting System's features and capabilities. The system must be compatible with the following:</p> <ol style="list-style-type: none"> 1. NB: RFID Scanners ALR - H450 – EMA Alien Connected Handheld. 	(40)	

		<p>2. Antenna - Alien Technology Slim 10" 8.5dBic RH Circular 865-867 MHz (SMA) – Model ALR – A 1001-E-V.</p> <p>3. Fixed Reader ALR-9680-EMA</p> <p>4. Squiggle RFID tags readable with ALIEN ALR-450-EMA Handheld Scanner and Fixed Reader ALR-9680-EMA.</p> <p>b. Integration with Library Books Management Systems. Explanation of how the proposed system will integrate with the Department's Library Book Management Systems including compatibility with existing RFID equipment, barcodes/tags.</p> <p>NB: RFID Scanners ALR - H450 – EMA Alien Connected Handheld</p> <p>Antenna - Alien Technology Slim 10" 8.5dBic RH Circular 865-867 MHz (SMA) – Model ALR – A 1001-E-V.</p> <p>Fixed Reader ALR-9680-EMA</p> <p>Squiggle RFID tags readable with ALIEN ALR-450-EMA Handheld Scanner and Fixed Reader ALR-9680-EMA.</p> <p>c. Technical Support: Outline of the technical support framework that will be used during the contract period, including response times and escalation procedures.</p> <p>d. Reporting and Monitoring: Outline of how the system will provide required reports (including usage reports), facilitate user access, and support monitoring mechanisms.</p> <p>e. Risk Management: Outline of potential risks and corresponding mitigation strategies.</p> <p>f. Implementation Stages: A clear and realistic project implementation plan detailing the stages of delivery,</p>		
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		<p>timelines, and responsible personnel.</p> <p>g. Expected Outcomes: Articulation of the anticipated benefits of the project, such as improved asset tracking, operational efficiency, and data accuracy.</p>		
		<ul style="list-style-type: none"> • Excellent: 7 out of 7 outlined 	7 = 40	
		<ul style="list-style-type: none"> • Very Good: 6 out of 7 outlined 	6 = 32	
		<ul style="list-style-type: none"> • Good: 5 out of 7 outlined 	5 = 24	
		<ul style="list-style-type: none"> • Average: 4 out of 7 outlined 	4 = 16	
		<ul style="list-style-type: none"> • Poor: 1 - 3 out of 7 outlined 	1 to 3 = 8	
		<ul style="list-style-type: none"> • Nothing provided 	0	
2	<p>Company Experience and Track Record in providing RFID system</p> <p>Attach contactable reference letters on your client's letterhead and signed by authorized persons, from government entities or departments or municipalities or private institutions within the past five years.</p> <p>NB. The Department reserves the right to verify the reference letters.</p>	<p>Reference letters must indicate - Duration of service, and value. Number of Project/s Executed supported with Reference letters.</p>	(30)	
		<ul style="list-style-type: none"> • Excellent: 5 References 	5 = 30	
		<ul style="list-style-type: none"> • Very good: 4 References 	4 = 24	
		<ul style="list-style-type: none"> • Good: 3 References 	3 = 18	
		<ul style="list-style-type: none"> • Average: 2 References 	2 = 12	
		<ul style="list-style-type: none"> • Poor: 1 Reference 	1 = 6	
		<ul style="list-style-type: none"> • Nothing provided 	0	
		<p>Value of Project/s Executed as Indicated Above</p>	(25)	
		<ul style="list-style-type: none"> • Equal or above R 5 000 000.00 	5 = 25	
		<ul style="list-style-type: none"> • Equal/above R4 000 000.00 but below R5 000 000.00 	4 = 20	
		<ul style="list-style-type: none"> • Equal/above R3 000 000.00 but below R 4 000 000.00 	3 = 15	
		<ul style="list-style-type: none"> • Equal/above R2 000 000.00 but below R3 000 000.00 	2 = 10	
		<ul style="list-style-type: none"> • Equal/above R1 000 000.00 but below R2 000 000.00 	1 = 5	
		<ul style="list-style-type: none"> • Below R1 000 000.00/No track record/project(s) executed 	0	
3	<p>Local Support Capacity and Provincial Coordination</p>	<p>The prospective bidder must demonstrate the capacity to provide on-site technical and operational support within Limpopo Province for the entire contract period. The bidder must indicate how they will maintain effective coordination and response capability either through:</p> <ul style="list-style-type: none"> • A permanent or satellite office in Limpopo Province; or 	(5)	

	<ul style="list-style-type: none"> Alternative approved arrangements (e.g., a resident support team, dedicated field technicians, or a service-level partnership) ensuring equivalent responsiveness and availability. 	
	Excellent (5): Comprehensive demonstration of support capacity with a fully established office or equivalent arrangement in Limpopo Province. – 5 points	5 = 5
	Very Good (4): Demonstrated partial presence with defined local resources and SLA-compliant response plans – 4 points.	4 = 4
	Good (3): Demonstrated remote coordination plan with partial provincial presence and reasonable response time – 3 points.	3 = 3
	Average (2): Informal arrangements with local support capacity or coordination plan – 2 points.	2 = 2
	Poor (1): Minimal or informal arrangements with unclear local coordination – 1 point.	1 = 1
	Nothing provided (0): No response – 0 points.	0

TOTAL

100%

17.3 PHASE 3: INSPECTION IN LOCO

The Department will conduct an inspection in Loco for bidders who scored 70 points and above on functionality.

The prospective bidder will be required to demonstrate, in a live environment, the capability of the proposed system to deliver the required Library Books Asset Management solutions. The demonstration will be conducted either at the bidder's premises or another approved location and must confirm that the bidder:

- possesses the proposed RFID-based Library Books Management Software.
- that the software provides the required functional and technical solutions as outlined in the Terms of Reference; and
- that the bidder's team is capable of operating and supporting the system effectively.

The demonstration must practically illustrate the following:

- Live operation of the proposed RFID software solution, showing system accessibility and interface.
- Functional capability of the system to handle book registration, tagging, tracking, and verification using RFID technology.
- Integration capability with existing Departmental systems and data formats.
- Demonstration of reporting functionality (e.g., location-based reports, verification status, and asset utilization).

- h) Ability of the bidder's staff to operate and support the system during demonstration, reflecting their technical competence.

NB. Failure to demonstrate or show one of the aforementioned items, the bidder will be eliminated from further evaluation.

17.4 PHASE 4: 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)
Black People	10	To be verified through CSD report	
Women	02	To be verified through CSD report	
Youth	02	To be verified through CSD report	
Disabled People	02	To be verified through CSD report (Attach medical certificate with practice number from the registered doctor or hospital not older than 3 months of issue)	
Military Veterans	02	To be verified through CSD report (Attach proof from Department of Military Veterans)	
Rural / Township Business	02	To be verified through CSD report (Attach letter from Traditional Authority and / municipal bill not older than 12 months)	

18. GENERAL CONDITIONS OF CONTRACT

18.1 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.
- d. The Department reserves the right to verify information and documentation provided by the respective bidder and to visit the premises of the bidder at any time without notice. Any information received that does not correspond with the information provided in the bid document will render the bid null and void.

18.2 SPECIAL CONDITIONS OF CONTRACT

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

19. 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: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DSAC;
- b. Have and effectively employ 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

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

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

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

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

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

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

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

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

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.

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.

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.

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

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).

ANNEXURE A

ITEM NO	DESCRIPTION OF SERVICES	TOTAL BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 1	TOTAL BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 2	TOTAL BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) YEAR 3
1	Supply and Delivery of Hardware which includes <ul style="list-style-type: none"> • Configuration, deployment, and installation. • Importing of current tags already assigned based on the current system layout. 	R		
2	Mobile scanner with integrated application, 1D/2D barcode and UHF RFID capabilities, and camera/photo functionality	R	R	R
3	Fixed scanner units with UHF RFID readers and antennas, supporting offline data collection.	R	R	R
4	UHF RFID tags/inlays compatible with the proposed hardware and software solution including printing and encoding. Each tag/inlay.	R	R	R

5	Provisioning of Software including license annually	R	R	R
6	Support and maintenance			
	• Remote support and maintenance	R	R	R
	• On site support and maintenance	R	R	R
7	Rate per kilometre	R	R	R
	SUB-TOTALS	R	R	R
TOTAL BID PRICE (YEAR 1 + YEAR 2 + YEAR 3)				R

NB: Installation costs include travel to the respective sites on the day of installation and configuration. The installation and configuration of RFID equipment will be carried out in one hundred and eleven (121) libraries across the various districts within Limpopo Province, as detailed in the attached Annexure.

Variable travelling costs: Travel for support purposes incurred after the installation and configuration of the system will fall under other travel-related costs. These costs will be incurred only upon management's request and approval, based on operational needs. Compensation will be calculated in accordance with the rate per kilometre specified in this bid. Any travel-related costs incurred without prior management approval will not be reimbursed.

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND IMPLEMENT LIBRARY BOOKS MANAGEMENT ACCOUNTING SYSTEM, INCLUSIVE OF SOFTWARE, HARDWARE, SUPPORT, AND MAINTENANCE SERVICES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS.

CONFIDENTIAL