



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC2025/26-B16

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PRINTING SERVICES TO THE DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS.

CLOSING DATE: 24TH APRIL 2026
CLOSING TIME: 11H00AM
BID VALIDITY PERIOD: 120 DAYS

TENDER BOX ADDRESS:

**21 BICCARD STREET
OLYMPIC TOWERS
POLOKWANE
0699**

1. INTRODUCTION

- 1.1 Section 40 (1) and (3) of the PFMA, Chapter 5 and 18 of the Treasury Regulations sets out the legislative requirements for the development of Strategic Plans and Annual Performance Plans and compilation of Annual Reports. According to these clauses, the Annual Performance Plans must be developed in consistent with the allocations of the Medium-Term Expenditure Framework for each Department and the Annual Report must be submitted within five months after the end of a financial year to the relevant Treasury on the activities of the Department during the financial year concerned.
- 1.2 The Batho Pele White Paper on Transforming Public Service Delivery, 1997 section 4.2.4, 4.5.2 and 4.6.3 sets out the expectation for the Department to publish and display service standards at points of delivery through a variety of media and languages to accommodate the diverse needs of all customers. To strengthen accountability, the White Paper further requires that departmental reports be annually publicized widely and submitted to national and provincial legislatures.
- 1.3 According to the National Communication Strategy Framework 2025–2030, February 2025 the Department has an obligation to provide information about its programmes and services to the Citizen`s.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

- 2.1 The Department of Sport, Arts and Culture seeks to appoint a service provider to provide printing services as and when required and not limited to the following; Design, Layout, Printing, Supply, and Delivery of Annual Report, Annual Performance Plan, Strategic Plan, Budget Speech, Newsletters, Citizen Report, Service Improvement Plan, Business Cards, Posters, Flyers, Customized Office Door Panel Brand Logo and Employee/Personalised Name Tags to the Department of Sport, Arts and Culture for a period of three years.

3. DEFINITIONS

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

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

VAT means Value Added Tax.

4 LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

4.1.1 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).

4.2. Procurement Legislation

4.2.1 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).

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

5. BRIEFING SESSION

There will be non-compulsory briefing session for this tender.

6. 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

27th March 2026

Bid closing date.

24th April 2026 at 11:00am

Non-Compulsory Briefing Session date

7th April 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.

7. CONTACT AND COMMUNICATION

7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Modiba M.V, Ms Ratshikhopha-Tshivhuyahuvhi F and Ms Kaka J.C via email address modibav@sac.limpopo.gov.za and/ or ratshikhophaf@sac.limpopo.gov.za; kakaj@sac.limpopo.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email addresses.

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

7.3. 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.

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

7.5. 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.

7.6. 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).

7.7. 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.

7.8. 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.

8. LATE BIDS

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

9. COUNTER CONDITIONS

9.1 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.

10. FRONTING

10.1. 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.

10.2. 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.

11. SUPPLIER DUE DILIGENCE

11.1 DSAC reserves the right to conduct supplier due diligence prior of this 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.

11.2 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 supplier and tender defaulters.

12. SUBMISSION OF PROPOSALS

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

12.2. 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.

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

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

13. DURATION OF THE CONTRACT

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

14. SCOPE OF WORK

The successful bidder will be required to perform, but not be limited to, the following tasks:

- 14.1 Design, layout, printing of publications as required by the Department.
- 14.2 Utilise designs and artwork provided by the Department and ensure compliance with the approved Limpopo Provincial Government Corporate Identity Manuals and Guidelines.
- 14.3 Perform professional language editing and proofreading of the publications.
- 14.4 Effect amendments and revisions in accordance with the Departmental requirements.
- 14.5 Submit a final sample with approved content for sign-off prior to mass printing.
- 14.6 Print hard copies of the approved final publications in-line with the specifications and quality standards.
- 14.7 Package and deliver final hard and soft copies to the Department for publication and distribution.
- 14.8 Provide any/all other printing services as and when required by the Department but not limited to the services as listed below.

ITEM		DESCRIPTION			
Line No.	Description	Estimated Quantity	Size	Texture	Colour
1	Supply, and delivery of A1 poster in a wooden frame with a clear acrylic plastic sheet, and mounting ring. (size 594mm x 841mm)	1	A1	Wooden frame with a clear acrylic plastic sheet, and matt	Light Brown
2	Supply, and delivery of A1 poster in a wooden frame with a clear acrylic plastic sheet, and mounting ring. (size 594mm x 841mm)	1	A1	Aluminium frame with a clear acrylic plastic sheet, and matt	Silver
3	Design, layout, printing, supply, and delivery of Departmental name tags: It must have the Departmental logo. The tag must have initials and surname of the employee. The tag must be Magnetic. Size: 75mm x 25mm	1	75mm x 25mm	Magnetic	Full Colour
4	Design, layout, printing, supply, and delivery of Business Cards. It must have the Departmental logo, initials and surname of the official, contact details (e-mail, and contact numbers). The card must be size: 90mm x 50mm	Pack of 100	90mm x 50mm	Matt Finish	Full Colour
5	Design, layout, printing, supply, and delivery of Citizen Report Booklet 50 pages, A5 size including cover page. Full colour 2-sided on 135g matt inside, cover design and print: full colour 2-sided on 250g matt artwork. Full colour finishing. Perfect binding.	1	A5	Matt Finish	Full Colour
6	Design, layout, printing, supply, and delivery of Service Delivery Improvement Plan Booklet 50 pages, A5 size including cover page. Full colour 2-sided on 135g matt inside, cover design and print: full colour 2-sided on 250g matt artwork. Full colour finishing. Perfect	1	A5	Matt Finish	Full Colour

	binding.				
7	Design, layout, printing, supply, and delivery of Strategic Plan Book 100 pages, A5 size including cover page. Full colour 2-sided on 135g matt inside, cover design and print: full colour 2-sided on 250g matt artwork. Full colour finishing. Perfect binding. (The document should be stapled first before binding).	1	A5	Matt Finish	Full Colour
8	Design, layout, printing, supply, and delivery of Annual Performance Plan Book 200 pages, A4 size including cover page, full colour 2-sided on 135g matt inside, cover design and print: full colour 2-sided on 250g matt Artwork: full colour finishing perfect bind. (The document should be stapled first before binding).	1	A4	Matt Finish	Full Colour
9	Design, layout, printing, supply, and delivery of Budget Speech Book 100 pages, A5 size including cover page. Full colour 2-sided on 135g matt inside, cover design and print: full colour 2-sided on 250g matt artwork. Full colour finishing. Perfect binding. (The document should be stapled first before binding).	1	A5	Matt Finish	Full Colour
10	Design, layout, printing, supply, and delivery of 20-Page A4 Newsletter Self-Cover, Full Colour, on 135g matt paper	1	A5	Matt Finish	Full Colour
11	Design, layout, printing, supply, and delivery of Annual Report Book 400 pages, A4 size including cover page, full colour 2-sided on 135g matt inside, cover design and print: full colour 2-sided on 250g matt Artwork: full colour finishing perfect bind. (The document should be stapled first before binding).	1	A4	Matt Finish	Full Colour
12	Design, layout, printing, supply, and delivery of Gazebos 3mx3m branded with Departmental logo (easy to fold and assemble) Polyester & tensile aluminium frame must be with UV protection. Carry bag	1	3mx3m	UV protection.	Full colour
13	Design, layout, printing, supply, and delivery of Wall Banners (Generic) branded with a Departmental logo. Size: 3320mm x 2250mm, Colour: Full corporate colours with UV protection, colour brightness and fire retardant. Cloth: Print on 100% polyester & tensile aluminium frame. Waterproof. Carry bag	1	3320mm x 2250mm	UV protection, colour brightness and fire retardant.	Full colour
14	Design, layout, printing, supply, and delivery of Correx board posters, A1, colour print, 250 gsm, matt paper.	1	A1	Matt finish	Full colour
15	Design, layout, printing, supply, and delivery of A5 Flyer, colour, printed on one side.	1	A1	Matt finish	Full colour

15. 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:

- a) Administrative Compliance (Phase 1)
- b) Functionality Compliance (Phase 2)
- c) Site Inspection (Phase 3)
- d) Price and Specific Goals (Phase 4)

15.1. 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-submission of the enclosed SBD 1, SBD 3.1, SBD 4, and SBD 6.1 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.
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 using Central Supplier Database number(s) i.e MAAA

15.2 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 to Phase 3.

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

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

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	BIDDER SCORE
1.	Capability and Capacity of the team.	Bidders must demonstrate the capability and capacity of the key personnel. Bidders must attach Curriculum Vitae, certified copies of Identity Documents, and qualifications with a minimum of five years' experience for each.	(40)	
		1. Graphic Designer (20) 2. Professional Language Editor (20)		
		• 2 out of 2 points above submitted	40	
		• 1 out of 2 points above submitted	20	
		• Nothing provided	0	
2.	Methodology	Methodology must include the following:	(20)	
		<ul style="list-style-type: none"> Indicate project timeframes (turn-around times from order to delivery) for each service required under the Scope of Work. Indicate the capacity of the equipments the company owns (Outsourced, and/ or Insourced) for printing of publications. In terms of outsourcing, please attach a signed agreement between the parties. How quality assurance function of the publications prior final printing will be done. How to ensure that additional costs are not incurred. 		
		• 4 out of 4 points above detailed	20	
		• 3 out of 4 points above detailed	15	
		• 2 out of 4 points above detailed	10	
		• 1 out of 4 points above detailed	5	
	• Nothing provided.	0		
3.	Proven Track Record (Experience) in providing printing services. Attach contactable reference letters with your client's letterhead and signed by authorized persons, from government entities or departments or	A minimum of five Reference letters must be attached indicating - Duration of service, scope of work and rand value.	(20)	
		Excellent: Above 48 months experience	5 = 20	
		Very Good: Above 36 months to 48 months experience	4 = 16	
		Good: Above 24 months to 36 months experience	3 = 12	
		Average: Above 12 months to 24 months experience	2 = 8	
		Poor: Below 12 months experience	1 = 4	
		No experience	0	

	municipalities or private institutions not older than five years. NB. The Department reserves the right to verify the reference letters.			
4.	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.	(20)	
		Company based in the Limpopo Province.	20	
		Company not based in Limpopo Province.	0	

TOTAL

100%

15.3 SITE INSPECTION (PHASE 3)

The Department will conduct site inspection to verify the existence and capacity of the company to efficiently render the services as described in this bid. The Department will also check the availability of the following:

- Office space
- Computer(s)
- Staff
- High Volumes Printing Machine(s)

Key features of High-Volume Printing Machine

Speed: Print between 75 and 314 pages per minute.

Durability: Built with robust materials to last longer in demanding environments.

Automation: Advanced automation features to improve performance and efficiency.

Versatility: Capable of producing a wide range of materials with options for high-quality color, finishing, and customization

NB. FAILURE TO HAVE ONE OF THE ITEMS LISTED ABOVE THE BIDDER WILL BE ELIMINATED FOR FURTHER EVALUATION.

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 12 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)	

16. GENERAL CONDITIONS OF CONTRACT

16.1 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 the bid, duly initialled on each and every page by an authorised representative of the bidder.
- c. The Department reserves the right to negotiate a fair market price with the successful bidder.

16.2 SPECIAL CONDITIONS OF CONTRACT

16.2.1 The content of publications will be provided by the Department.

16.2.2 The exact quantities will be determined as and when procuring through the appointed service provider (contract).

16.2.3 All intellectual property, including copyright in any material created or processed by the appointed contractor during the course and scope of their contractual obligation, shall vest exclusively in the Department of Sport, Arts and Culture even after the contract has ended.

17. 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) The bid price of the successful bidder shall remain fixed for the entire duration of the contract.

18. 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 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.

19. 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.

20. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

20.1. 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.

20.2. 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.

21. PREPARATION COSTS

21.1 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.

22. INDEMNITY

22.1 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.

23. PRECEDENCE

23.1 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.

24. LIMITATION OF LIABILITY

24.1 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.

25. TAX COMPLIANCE

25.1 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.

26. NATIONAL TREASURY'S REGISTER OF TENDER DEFAULTERS

26.1 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.

27. GOVERNING LAW

27.1 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.

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

28.1 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.

29. CONFIDENTIALITY

29.1 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.

29.2 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.

29.3 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.

29.4 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.

30. DSAC PROPRIETARY INFORMATION

30.1 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).

CONFIDENTIAL

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