



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC 2023/24-B5

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUBSCRIBE FOR EXACT DIGITAL REPLICAS OF LOCAL AND INTERNATIONAL ELECTRONIC NEWSPAPERS AND MAGAZINES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF TWENTY-FOUR MONTHS.

CLOSING DATE: 2ND FEBRUARY 2024

CLOSING TIME: 11H00AM

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 suitably qualified and experienced service provider with an impeccable track record to subscribe for exact digital replica's of local and international electronic newspapers and electronic magazines.

2. BACKGROUND

The Limpopo Department of Sport, Arts and Culture (DSAC) is mandated to provide library and information services to the libraries within Limpopo Province. The geographical locations of the libraries are urban and rural.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose is to appoint a service provider to subscribe for exact digital replica's of local and international electronic newspapers and magazines to Limpopo Department of Sport, Arts and Culture for a period of twenty-four months.

4. DEFINITIONS

DSAC means the organ of state, Limpopo Department of Sport, Arts and Culture that is requiring the subscription of exact digital replica's of local and international electronic newspapers and magazines.

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.

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1. Tax Legislation

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

5.2. Procurement Legislation

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

5.3. Technical Legislation and/or Standards

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

6. BRIEFING SESSION

There will be 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

12th January 2024

Bid closing date.

2nd February 2024 at 11:00am

Compulsory Briefing Session date

22nd January 2024 @ 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, Manamela M email address manamelam@sac.limpopo.gov.za and/or and Mrs Modiba M.V N via email address modibav@sac.limpopo.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

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

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

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

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

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

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

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

9. LATE BIDS

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

10. COUNTER CONDITIONS

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

11. FRONTING

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

11.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to

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

12. SUPPLIER DUE DILIGENCE

12.1 DSAC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract to assess company documents to verify if the successful bidder is not in the process of insolvency, liquidation, or deregistration.

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 supplier and tender defaulters.

13. SUBMISSION OF PROPOSALS

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

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

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

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

14. DURATION OF THE CONTRACT

a) The successful bidder will be appointed for a period of twenty-four (24) months.

15. SERVICE REQUIREMENTS

The successful bidder will be required to:

- a. Subscribe for exact digital replica's of local and international electronic newspapers and magazines.
- b. Provide unlimited access to local and international electronic newspapers and magazines.
- c. Access to publications must be available before 06h00 daily.
- d. Users must be able to download Newspapers and Magazines.
- e. Online notification when logging in must be provided, free of charge.

- f. Must be accessible through any smart device, example laptop, desktop, smart phone, or tablet.
- g. Online access and download reports must be available to analyse monthly.
- h. Subscriptions must be for a period of twenty-four (24) months.
- i. The changes or amendments of user access must be done within 24 hours of reporting.
- j. Resolution of access problems must be resolved within 24 hours.
- k. Newly constructed and operational libraries should be catered for by the same terms and conditions of the contract at no additional cost.

17. SCOPE OF WORK

ITEM NO.	SPECIFICATIONS	QUANTITY
1	THE APPOINTMENT OF A SERVICE PROVIDER TO SUBSCRIBE FOR EXACT DIGITAL REPLICAS OF LOCAL AND INTERNATIONAL ELECTRONIC NEWSPAPERS AND MAGAZINES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF TWENTY- FOUR MONTHS. THE SUBSCRIPTION SHOULD INCLUDE THE BELOW-MENTIONED AND NOT LIMITED TO THE LIST AS SUCH.	121 LIBRARIES (BASELINE)

ITEM NO.	LOCAL NEWSPAPERS - RSA	LOCAL MAGAZINES - RSA
1	Biz Bulletin	African Farming
2	Business Day	Baba & Kleuter
3	Motor News	Bicycling (South Africa)
4	Cape Times	Car (South Africa)
5	City Press Careers	Drum Food
6	Daily News	Fairlady
7	Financial Mail	Farmer's Weekly (South Africa)
8	Investors Monthly	Getaway (South Africa)
9	Mail & Guardian	Glamour (South Africa)
10	Polokwane Observer	Home (South Africa)
11	Pretoria News	Huisgenoot
12	Public Eye (South Africa)	Kick Off
13	Saturday Star	Landbouweekblad
14	Soccer Laduma	Sarie
15	Sowetan	True Love
16	Sunday Times	Tuis
17	Sunday World	TV Plus (South Africa)
18	The Citizen (Gauteng)	YOU (South Africa)
19	The Herald (South Africa)	Your Baby & Toddler
20	The Sunday Independent	Your Pregnancy

ITEM NO.	COUNTRY	NEWSPAPER
1	Botswana	Botswana Guardian
2	Botswana	The Midweek Sun
3	Botswana	The Monitor (Botswana)
4	Botswana	The Voice (Botswana)
5	Lesotho	Metro (Lesotho)
6	Lesotho	The Reporter (Lesotho)
7	USA	Express (USA)

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8	USA	Morning Sun
9	USA	Observer News Enterprise
10	USA	Readers' Choice
11	USA	Sunday Star
12	USA	The Citizens' Voice
13	USA	The Daily Press
14	USA	The Guardian (USA)
15	USA	The Herald Sun
16	USA	The Independent (USA)
17	USA	The News & Observer
18	Zimbabwe	Business Weekly (Zimbabwe)
19	Zimbabwe	The Sunday Mail (Zimbabwe)
20	Zimbabwe	The Zimbabwe Independent

ITEM NO.	COUNTRY	MAGAZINES
1	Ghana	Lifestyle
2	Ghana	The Motivational Magazine
3	Ghana	The Style Finest
4	Kenya	SWARA
5	Kenya	THE CONSULATE
6	Mozambique	Revista Biografia
7	Namibia	Nam Wheels
8	Namibia	RDJ Briefing
9	Nigeria	Boundless Magazine
10	Nigeria	Castles Lifestyle
11	Nigeria	Financial Nigeria Magazine
12	Nigeria	Highbrow Living
13	Nigeria	Today's Woman
14	Nigeria	Urban Woman Magazine
15	Zambia	Travel & Leisure Zambia & Zimbabwe
16	USA	Animal Tales
17	USA	Beautiful Kitchens & Baths
18	USA	Better Homes & Gardens
19	USA	Business Traveler (USA)
20	USA	Diabetic Living (USA)

18. 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) Price and Specific Goals (Phase 3)

Bidders must submit all documents as outlined in Table 1 below. Only bidder(s) that comply with ALL these criteria will proceed to Phase 2.

18.1. PHASE 1: ADMINISTRATIVE COMPLIANCE.

Bidder(s) must submit the documents listed in Table 1 below. All documents must be completed, initialled, and signed by the duly authorised representative of the prospective bidder(s). During

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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 documents.

Phase 1: Table 1: DOCUMENTS THAT MUST BE COMPLETED, SIGNED AND SUBMITTED

TABLE 1.1: ADMINISTRATIVE REQUIREMENTS

Document that must be submitted	Non-submission and non-compliance will result in disqualification
Invitation to Bid – SBD 1	Complete, sign and initial each page of the document
Pricing Schedule Firm Prices – SBD 3.1	Complete, sign and initial each page of the document
Declaration of Interest – SBD 4	Complete, sign and initial NB: DECLARE ALL BUSINESS INTERESTS
Preference Point Claim Form – SBD 6.1	Complete, sign and initial
Quotation	Quotation on the company letterhead and signed; and it must have the following: - quotation number, quotation date, quotation validity period of 120 days.

TABLE 1.2: MANDATORY REQUIREMENTS

Document that must be submitted	Non-submission and non-compliance will result in disqualification
Registration on Central Supplier Database (CSD).	Bidder(s) must be registered on the National Treasury Central Supplier Database (CSD). Attach CSD report.
Tax compliant	To be verified on National Treasury's Central Supplier Database. Attach SARS pin.
Financial capability	<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 and three hundred thousand rands (R1,300 000.00) revolving credit or bank overdraft facility to the prospective bidder. In case of a self-funding company, a stamped bank statement reflecting a minimum value of one million and three hundred thousand rands (R1,300 000.00) not older than one month from the date the bid was advertised must be provided.

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

1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent (0 = non-compliance)

NO	EVALUATION CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT	BIDDER SCORE	
1	Capacity and Capability of the service team (minimum of 5 resources with at least 2 years' experience)	<i>Experience in subscription to local and international electronic newspapers and magazines.</i>	(50)		
		<i>Attach CV's and certified copy of Identity Documents of at least 5 resources with at least 2 years' experience providing the required services</i>			
		• Excellent: 5 CV's with 2 years' experience			5 = 50
		• Very good: 4 CV's with 2 years' experience			4 = 40
		• Good: 3 CV's with 2 years' experience			3 = 30
		• Average: 2 CV's with 2 years' experience			2 = 20
		• Poor: 1 CV with 2 years' experience			1 = 10
	• Nothing provided	0			
2	Company Experience and Track Record Attach contactable reference letters with your client's letterhead and signed by authorized persons, from government entities or departments or municipalities or private institutions (not older than 24 months).	<i>Service provider must indicate – Value, duration, and number of beneficiaries serviced.</i>	(50)		
		• Excellent: 5 References			5 = 50
		• Very good: 4 References			4 = 40
		• Good: 3 References			3 = 30
		• Average: 2 References			2 = 20
		• Poor: 1 Reference			1 = 10
		• Nothing provided			0
TOTAL			<u>100%</u>		

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

Points for this tender shall be awarded for:

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

The maximum points for this tender are allocated as follows:

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

The specific goals allocated points in terms of this tender.	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	10	
Women	02	
Youth	02	
People living with Disabilities	02	
Black Military Veterans	02	
Rural / Township Business	02	

19. GENERAL CONDITIONS OF CONTRACT

19.1 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.

19.2 SPECIAL CONDITIONS OF CONTRACT

- a) Payment: Payment will be made after service rendered (subscription) within a period of thirty days upon the receipt of invoice.

20. 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.

21. 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.

22. 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.

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

23.1. 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.

23.2. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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).

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