



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC2021/22-B2

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER SPECIALIZED LIBRARY STATIONERY TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE.

CONTRACT PERIOD: THREE YEARS

CLOSING DATE: 22ND OCTOBER 2021

CLOSING TIME: 11H00AM

BID VALIDITY PERIOD: 120 DAYS

TENDER BOX ADDRESS:

**21 BICCARD STREET
OLYMPIC TOWERS
POLOKWANE
0699**

1. INTRODUCTION

1.1 The Limpopo Department of Sport, Arts and Culture is looking for suitably qualified and experienced service providers with an impeccable track record in the areas of supply and delivery of Specialized Library Stationery.

2. BACKGROUND

2.1 Limpopo Department of Sport, Arts and Culture has been mandated to provide library and information services to community libraries/public libraries in Limpopo. The geographical location of the libraries is urban and rural. The Department has an obligation to provide Specialized Library Stationery to district libraries to process library materials. The bidding or bidding entity appointed for this contract, will be expected to supply and deliver Specialized Library Stationery at Limpopo Department of Sport, Arts and Culture.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose is to appoint a service provider to supply and deliver specialized library stationery.

4. DEFINITIONS

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

TOR means Terms of References

VAT means Value Added Tax.

Bidder/Bidding entity means person or persons, partnership, successful bidder or firm who herewith submits a valid bid for the provision of specialized library stationery to the Department of Sport, Arts and Culture.

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) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

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 no compulsory briefing session for this bid.

7. TIMELINE OF THE BID PROCESS

The bid price will be valid for 120 days after the closing date and time of the bid.

Advertisement of bid on tender portal / tender bulletin

23rd September 2021

Bid closing date

22nd October 2021 at 11:00am

Notice to bidder(s)

- DSAC will endeavour to inform bidders of the progress until conclusion of the bid where necessary.
- All dates and times in this bid are South African standard time.
- Any time or date in this bid is subject to change at DSAC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DSAC to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DSAC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CONTACT AND COMMUNICATION

8.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms M Maake via email address Maakem@sac.limpopo.gov.za and Ms M.V Modiba via e-mail address Modibav@sac.limpopo.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address. Bidders must have e-mail address and phone.

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

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

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

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

8.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DSAC (other than minor clerical

matters), the Bidder(s) must promptly notify DSAC in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DSAC an opportunity to consider what corrective action is necessary (if any).

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

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

9. LATE BIDS

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

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 may result in the invalidation of such bids.

11. FRONTING

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

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

12. SUPPLIER DUE DILIGENCE

12.1 DSAC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

12.2 DSAC amongst other things reserves the right to assess company documents to verify if the successful bidder is not in the process of insolvency, liquidation, or deregistration.

13. SUBMISSION OF PROPOSALS

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

13.2. Bid documents will only be considered if received by DSAC before the closing date and time.

13.3. The bidder(s) are required to submit one (1) original bid document and sealed.

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

14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of (03) three years.

15. SERVICE REQUIREMENTS

The successful bidder will be required to provide the following:

- a. Supply and delivery of Specialized Library Stationery.
- b. Items must be packaged in boxes.
- c. The department reserves the right to purchase more or less quantities as specified under paragraph 16.1

16. SCOPE OF WORK

16.1 Specialized Library Stationery

Item No	Description of goods	Estimated quantities for three years
1	Self-adhesive book pocket opened on top closed on 3 sides <ul style="list-style-type: none">• Size: 90mm left to right X 125mm top to bottom 120 micron.Colour: Clear	120,000
2	Tapes	
2.1	<ul style="list-style-type: none">• Size: 24mm x 50m, 90-micron Colour: Clear	3,600
2.2	<ul style="list-style-type: none">• Size: 36mm x 50m, 90-micron Colour: Clear	1,800
2.3	<ul style="list-style-type: none">• Size: 48mm x 50m, 90-micron Colour: Clear	1,800
2.4	<ul style="list-style-type: none">• Size: 70mm x 50m, 90-micron Colour: Clear	1,800
3	Book date sheets with self-adhesive strip at the back on top. <ul style="list-style-type: none">• Size: 100mm left to right x 145mm top to bottom. Colour: White	120,000
4	Self-adhesive book barcode label protector. <ul style="list-style-type: none">• Size: 70mm left to right x 50mm top to bottom (50 micron)Colour: Clear	720,000

17. EVALUATION AND SELECTION CRITERIA

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

- Pre-compliance Criteria (Phase 1)
- Price and Preference (Phase 2)

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

17.1. Phase 1: Pre-compliance Criteria

Bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Phase 2: Table 1: DOCUMENTS THAT MUST BE COMPLETED, SIGNED AND SUBMITTED

Document that must be submitted	Non-submission and compliance may 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 each page of the document
Preference Point Claim Form – SBD 6.1	Complete, sign and initial each page of the document
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Complete, sign and initial each page of the document
Certificate of Independent Bid Determination – SBD 9	Complete, sign and initial each page of the document
Registration on Central Supplier Database (CSD)	Service Provider(s) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Tax compliant	To be verified on National Treasury's Central Supplier Database. Submit SARS tax pin if applicable.

17.2 Phase 2: Preferential Procurement Regulations, 2017 will be applied to evaluate this bid as per the applicable threshold value.

Threshold value: ≤ R50, 000, 000

80/20 : Submit proof to claim B-BBEE points (Refer to SBD 6.1 of PPR 2017)

Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who qualify as EMEs and QSEs are allowed to submit a sworn affidavit signed by the company representative and attested by a Commissioner of oaths, confirming its annual total revenue and level of Black ownership.

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR BIDDING PURPOSES!!

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidder who has scored highest number of points on phase 2 will be required to submit samples within seven (7) days after the request to submit.

Samples should be clearly sealed and marked; contract number, name of the bidder/bidding entity written on the envelope.

Samples should be deposited into the tender box during office hours.

18. NEGOTIATIONS

The department reserves the right to enter into negotiations with the successful bidder in terms of paragraph 19 of the Implementation Guide Preferential Procurement Regulations, 2017.

19. GENERAL CONDITIONS OF CONTRACT

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

20. TERMINATION OR CANCELLATION OF CONTRACT

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

- a. Non delivery of specialized library stationery within a stipulated delivery time frame of five (05) weeks upon the receipt of an order.
- b. Non delivery of specialized library stationery within (07) seven working days' grace period after lapsing of five (05) weeks period.
- c. Non remedial actions for delivery of incorrect items within (07) seven working days after notice to the service provider.

21. CONTRACT PRICE

- a. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- b. Quoted prices must be all costs inclusive and firm.
- c. Prices for year 2 and year 3 will be determined by the average price escalation.

22. DSAC REQUIRES BIDDER(S) TO DECLARE

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

22.1. Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DSAC;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

- c. Act with circumspection and treat DSAC fairly in a situation of conflicting interests; YES / NO
- 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.

23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

23.1. DSAC reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of DSAC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 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 bid, 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.

24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

24.2. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by DSAC against the bidder notwithstanding the conclusion of the Service Level Agreement between DSAC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

25. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing DSAC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

26. 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.

27. 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.

28. 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.

29. TAX COMPLIANCE

No bid shall be awarded to a bidder who is not tax compliant. DSAC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to DSAC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DSAC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

30. NATIONAL TREASURY'S REGISTER OF TENDER DEFAULTERS

No bid shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have

been placed on National Treasury's List of Restricted Suppliers. DSAC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

31. 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.

32. 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.

33. 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 response(s) will be disclosed by any bidder or other person not officially involved with DSAC's examination and evaluation of a bid.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a bid. This bid and any other documents supplied by DSAC remain proprietary to DSAC and must be promptly returned to DSAC upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

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 bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

34. 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).