

DEPARTMENT OF ECONOMIC DEVELOPMENT
ENVIRONMENT & TOURISM
HEAD OFFICE
2026 -06- 0 5
PRIVATE BAG X 9484. POLOKWANE 0700

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LIMPOPO ECONOMIC DEVELOPMENT ENVIRONMENT AND TOURISM)

BID NUMBER: EDET 321/2026 CLOSING DATE: 09 JULY 2026 CLOSING TIME: 11H00

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW AND DEVELOPMENT OF THE ENVIRONMENT OUTLOOK REPORT: 2027-2032

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM

19 BICCARD STREET

POLOKWANE

0699

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON: MS MAKHUBELE VM CONTACT PERSON: MS ANGWENYI FP

TELEPHONE NUMBER: 015 293 8852/ 083 649 0624 TELEPHONE NUMBER: 060 984 3160

FACSIMILE NUMBER: FACSIMILE NUMBER:

E-MAIL ADDRESS: MakhubeleVM@ledet.gov.za E-MAIL ADDRESS: angwenyifp@ledet.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER: CODE: NUMBER:

CELLPHONE NUMBER:

FACSIMILE NUMBER: CODE: NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

SUPPLIER COMPLIANCE STATUS: TAX COMPLIANCE SYSTEM PIN: OR CENTRAL SUPPLIER DATABASE No: MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? Yes No [IF YES ENCLOSE PROOF] ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <ul style="list-style-type: none"> • BIDS WITH A RAND VALUE ABOVE R2000.00 AND R50 000 000.00 INCLUSIVE OF ALL APPLICABLE TAXES, 80/20 PREFERENTIAL SYSTEM WILL BE APPLICABLE • BIDS WITH A RAND VALUE ABOVE R50 000 000.00 WILL BE EVALUATED ON A 90/10 PREFERENCE SYSTEM <p>1.4. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/ INDENTITY NUMBER; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).</p> <p>1.5. A COPY OF THE CSD REPORT SHOULD BE SUBMITTED WITH RESPONSE TO THE INVITATION</p> <p>1.6. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) OR THE SERVICE LEVEL AGREEMENT (SLA)</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number EDET 321/2026
Closing Time 11:00	Closing date 09/07/2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW AND DEVELOPMENT OF THE LIMPOPO ENVIRONMENT OUTLOOK REPORT: 2027-2032	R.....

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

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)
PREFERENTIAL GOALS			
HDI'S			
1	Black People	4	
2	Women	3	
3	Persons with Disability	2	
SPECIFIC GOALS			
1	Youth	2	
2	Micro, Small and Medium Enterprises (MSMEs)	2	
3	Cooperatives	2	
4	Enterprise Located in Limpopo Province	3	
5	Military Veterans	2	
TOTAL		20	

Tenderers are required to furnish below documentary proof to the satisfaction of the Department that the claims for preferential goals are correct:-

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
HDI'S GOALS			
1.	Black People	4	CSD report or copy of certified copy of company CIPC registration certificate



NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
2.	Women	3	CSD report or certified copy of company CIPC registration certificate or certified ID copy
3.	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status
SPECIFIC GOALS			
1.	Youth	2	CSD report or certified copy of company CIPC registration certificate or certified ID copy
2	Micro. Small, Medium Enterprises (MSMEs)	2	Submission of sworn affidavit confirming bidder's annual turnover supported by the CSD report.
3.	Cooperatives	2	CSD report or certified copy of company CIPC registration certificate
4.	Enterprises located in Limpopo Province	3	<p>Recent Municipal account / letter (<i>it must be in the name of the business and not older than 3 months</i>) <u>or</u></p> <p>Local Authority Letter for confirmation of Local Address (<i>it must be in the name of the business and not older than 3 months</i>) <u>or</u></p> <p>Lease Agreement not less than six (6) months</p> <p>In case where a director of the company operates a business from the same residential where he/she resides, the affidavit by commissioner of oath must be submitted and accompanied by proof of rates and taxes.</p>

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
5.	Military Veteran	2	Certified copy of Military Veteran Certificate issued by Department of Military Veterans (DMV)
TOTAL		20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
Signature	Date
.....
Position	Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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2. Application
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping
and countervailing
duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

**TERMS OF REFERENCE
FOR
THE REVIEW AND DEVELOPMENT OF THE LIMPOPO
ENVIRONMENT OUTLOOK REPORT: 2027 – 2032**

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DEFINITIONS OF ACRONYMS/GLOSSARY

CA	Chartered Accountant
CV	Curriculum Vitae
LEDET	Limpopo Economic Development, Environment and Tourism
LEOR	Limpopo Environment Outlook Report
LEIP	Limpopo Environmental Implementation Plan (LEIP),
LDP	Limpopo Development Plan
MEC	Member of the Executive Council
PSC	Project Steering Committee
PMT	Project Management Team
PPPFA	Preferential Procurement Policy Framework Act No 5 of 2000: Preferential Procurement Regulations 2022
IPCC	Intergovernmental Panel on Climate Change
SA	South Africa
SARS	South African Revenue Services
SCM	Supply Chain Management
SDFS	Spatial Development Frameworks (SDFs),
SLA	Service Level Agreement
TOR	Terms of Reference
B-BBEE	Broad Based Black Economic Empowerment
EME	Exempted Micro Enterprises
QSE	Qualifying Small Enterprises

NDP	National Development Plan
NEMA	National Environmental Management Act no.107 of 1998
NEMLA	National Environmental Management Laws Amendment Act; (Act No. 25 of 2014).
SOE	State of Environment
OR	Outlook Report

1 PURPOSE OF THE TERMS OF REFERENCE

The Department of Economic Development, Environment and Tourism (hereafter referred to as the “Department”) seeks for a Service Provider to tender for the development of the Limpopo Environment Outlook (LEO) Report: 2027 – 2032, the Prospective Service Provider is expected to develop a proposal on how this project will be carried out. Prospective service providers should note that this review is a limited scale assignment that should focus on consolidating research work that has already been completed and produce a final product in the form of development of the Limpopo Environment Outlook Report: 2027 - 2032. The environment outlook report must be based on the Draft Notice of 2015 “to Determine the Procedure for Compiling the Report; the Format; and the Content of the Report,” which falls under the National Environmental Management Act (NEMA), (Act No. 107 of 1998) and most specifically the National Environmental Management Laws Amendment (NEMLA) Act, (Act No. 25 of 2014). It is for this reason that the Department seeks to appoint a suitably qualified and experienced service provider to undertake this assignment.

2 BACKGROUND INFORMATION

The Department draws its mandate from Section 24 of the Constitution of the Republic of South Africa, 1996, which establishes that everyone has the right to an environment not harmful to their health or well-being. It mandates the protection of the environment for present and future generations through reasonable legislative and other measures. To give effect to Section 24 of the Constitution of the Republic of South Africa, the National Environmental Management Act (Act 107 of 1998) as amended (NEMA) was developed and it provides for sustainable development that consider environmental, social, economic aspects in so far as development projects are concerned amended when new policy imperatives and directions arise. Further, the RSA also developed Specific Environmental Management Acts (SEMAs) that regulate environmental sector specific issues such as water, air quality, biodiversity, waste, climate change, pollution, etc.

With the growing global awareness and recognition of the importance of the environment and the protection of ecosystems to secure our future through the responsible use of natural resources. Informed by this view, a dire need exists for integrated spatial planning and development that is focused on the establishment of a green economy and the promotion of a green agenda.

With the amendments to the environmental legislation, the NEMA; require the compilation of Environment Outlook Reports as a mandatory obligation for national and provincial spheres of Government.

The Limpopo Province through this Department was the first province to compile an Environment Outlook Report under the new national directive on 2016; following the Limpopo Province State of Environment Report (Limpopo SOER), which was undertaken in phases, with Phase 1 completed in 2004 and Phase 2 completed in 2006. The previous SOER also led to the further development of the GAP Tool, a geospatial-planning tool, which contains socio-economic and environmental information for Limpopo. Ultimately, the Limpopo Environment Outlook (LEO) Report, 2016 was developed, together with similar initiatives from other provinces, and became part of the larger South African initiative to work towards a more sustainable future for the people of South Africa and, ultimately, for the people of the world, ensuring global sustainability.

In terms of section 16A(2) of the NEMA, the Member of Executive Council (MEC) must:-

- a) prepare and publish a provincial environment outlook report which must contain the information determined by the Minister in terms of subsection (4); and
- b) within four years of the coming into operation of the applicable NEMA Amendment Laws, submit the report to the Minister and at intervals of not more than four years thereafter.

It is therefore against this background that the MEC of this Department must comply with the provisions of the NEMA through the development of the Limpopo Environment Outlook Report: 2027 – 2032.

3 CONTEXT OF THE LIMPOPO ENVIRONMENT OUTLOOK REPORT

3.1 THE PURPOSE OF LIMPOPO ENVIRONMENT OUTLOOK REPORT

The LEO Report provides a moment to take stock of and assess the current state or condition of the environment, in general, and environmental resources, in particular. It identifies and assesses environmental issues and challenges, determines the condition and trends, and identifies priority

environmental challenges and trends in resource use. It evaluates the effectiveness of environmental policies, strategies, plans, programmes, projects and actions that are in place. It also looks into the future and presents appropriate responses to improve the status quo. It highlights how a range of interrelated measures may either enhance or undermine the environmental resilience of Limpopo. This resilience is a critical component of climate change adaptation. Without the necessary preparedness, the ability of the people and the economy of Limpopo to navigate changes and unpredictability in the environment will be fatally impaired.

3.2 OBJECTIVES OF THE LEO REPORT

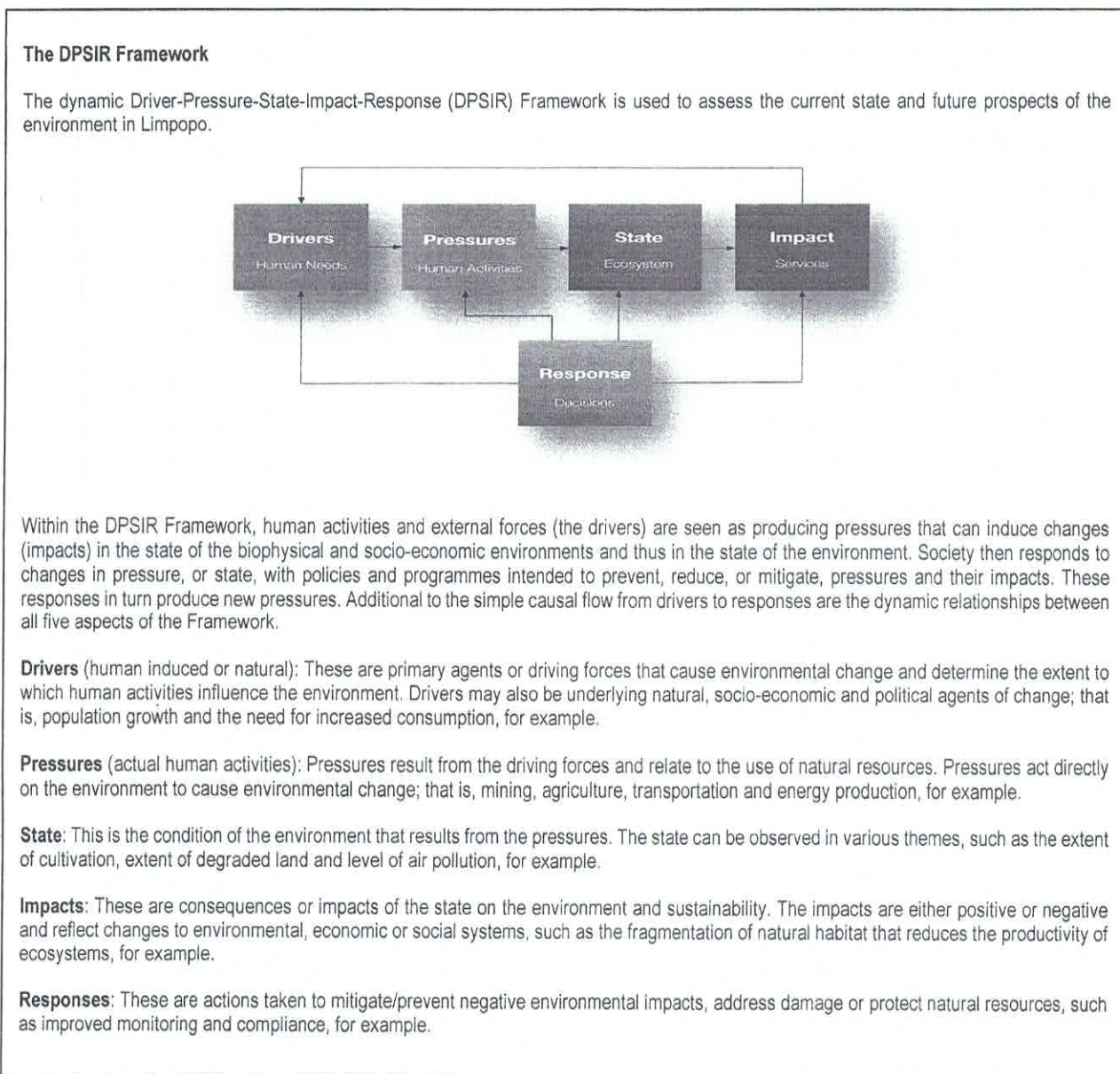
The objectives of the LEO Report are to:

- Provide objective, accurate and scientifically credible information about the condition and prospects of the environment;
- Increase stakeholder awareness and understanding of the state or condition of the environment, trends, causes and consequences;
- Facilitate the measurement of progress toward achieving environmental standards and targets;
- Provide early warnings in terms of environmental degradation;
- Make recommendations and influence the strengthening of environmental policies and programmes, aimed at the remediation of environmental degradation;
- Enhance evidence-based policy development that promotes environmental sustainability; and
- Provide a foundation for improved decision-making at all levels to ensure justifiable social and economic development.

The environmental reporting process enhances the quality, accessibility and relevance of information to enable decision-makers to adopt an integrated and long-term perspective and response for the wise use of natural resources and for improving the quality of life, and well-being, of the people of Limpopo into the future. Scientifically sound and rooted in pervasive participation by a range of parties and people from all walks of life, the LEO Report is credible and timely. It contains information relevant to policy formulation and implementation and recommends actions that can be taken in the short- and medium term that will ensure sustainability in the longer term.

3.3 COMPILATION OR DEVELOPMENT OF THE LEO REPORT

The compilation or development of the LEO report requires that a complex set of interconnected and interdependent issues and responses be explored. The balance between the environment and people is investigated and the overarching methodological framework proposed is the Driver-Pressure-State-Impact-Response (DPSIR) Framework (refer to the figure below).



The LEO Report will be compiled together with stakeholders in the Limpopo province, with require the establishment of multi-disciplinary Project Steering Committee and Project Management Committee, and where necessary, Technical Working Groups per environment sector focal area. Key stakeholder meetings, working groups and public consultation meetings will be conducted. Specialists will also be required to ensure scientifically based inputs are incorporated into the LEO.

3.4 THE PROCESS TO BE FOLLOWED

To determine the state or condition of the environment, it is necessary to identify broad themes of environmental issues. Guided by the standard set of themes in the national directive, the themes to be identified and used in this report will include but not limited to climate change, land and transformation, water resources, biodiversity and ecosystem health, waste management, energy, air quality and atmosphere, environmental governance, economics and human settlements.

It is necessary to have a set of common measurements that help to quantify, monitor and report on the environmental changes within each of these themes. For this reason, indicators will be chosen and aligned to the environmental themes to be identified. The selection of indicators will be guided by the review of international, national and local indicators, including those developed by the Department in the LEO of 2016.

Data on each indicator will be assessed and analysed to determine trends. It is important to note that indicators provide a glimpse of a situation at a particular point in time, however, do not tell the full story. Trends, on the other hand, allow for conclusions to be drawn over time. Whilst rigorous data is not always available, trends in a broader sense can often be detected through anecdotal data and extrapolations.

Drivers of environmental trends, specific pressures, states, impacts and responses were then identified, and their connections and linkages researched, often with specialist input and through talking to a range of stakeholders across the province. These drivers, pressures, states, impacts and responses can be readily positioned across themes. The DPSIR Framework is integral to this reporting process.

4 SCOPE OF WORK AND PROJECT DELIVERABLES

4.1 SCOPE OF WORK

The scope of this project covers the review and development of an environment outlook report for the province of Limpopo as outlined in the ToR, and is detailed as:

- Overview of the Limpopo's environment;
- Key environmental issues and challenges facing the Limpopo Province;
- Environmental management responses and recommendations;
- Environmental management recommendations; and
- Preliminary indicators.

The prospective service provider must submit a proposal that includes a work plan with a more comprehensive methodology to achieve the objectives of the LEO Report. Furthermore, the work plan must include deliverables (outputs), timeframes and costing of this project.

Following the finalization and approval of the LEO Report: 2027 – 2032, the service provider will be required to provide capacity building, skills transfer and shadowing within six (6) months of completion of the project. The service provider must implement a comprehensive capacity-building programme that includes conducting structured training workshops, providing hands-on scenario-modelling training on the monitoring and evaluation of the indicators.

5 KEY TASKS, DELIVERABLES AND TIMEFRAMES

5.1 KEY TASKS TO BE UNDERTAKEN

The project will be implemented in phases that should be aligned with the deliverables and associated timeframes. The table below outlines such proposed key tasks, the deliverables and estimated duration. The service provider is expected to identify key activities per key task, and such must be included in the detailed project plan to be submitted as part of the proposal.

#	PROJECT TASKS	PROJECT DELIVERABLES	DURATION (MONTHS)	% OF PROJECT VALUE / TRANCHE
1	Compile Project Inception Report	Project Inception Report	2	-
2	Compile Indicators Report: Draft	Draft Indicators Report	4	-
3	Conduct internal consultations meetings and compile minutes	Internal consultations meeting minutes	1	-
4	Conduct Stakeholder Consultation and compile Report	Stakeholder Consultation Report	2	20%
5	Compile final Indicators Report	Final Indicators Report	2	20%
6	Produce Limpopo Environmental Outlook (LEO) Report: Draft 1	Limpopo Environmental Outlook (LEO) Report: Draft 1	10	20%
7	Conduct Stakeholder and Public Consultation and compile Report	Stakeholder Consultation and Public Participation Report	10	-
8	Compile Limpopo Environmental Outlook (LEO) Report: Draft 2	Limpopo Environmental Outlook (LEO) Report: Draft 2	6	-
9	Compile final Limpopo Environmental Outlook (LEO) Report	Final Limpopo Environmental Outlook (LEO) Report	6	25%
10	Compile LEO Implementation Plan	LEO Implementation Plan	2	-
11	Compile Database Management Protocol and Training Manual	Database Management Protocol and Training Manual	8	-
12	Launch Materials for the Limpopo Environmental Outlook (LEO)	Launch Materials for the Limpopo Environmental Outlook (LEO)	2	15%
13	Compile A Project Close-Out Report	Project Close-Out Report		

5.2 SPECIFIC DELIVERABLES AND TIMELINES

All deliverables agreed upon must be submitted within the specified timeframes and must align with those identified in the table above. The following quality criteria must be satisfied to ensure sign-off of the deliverables in terms of the integrity of the methodology used to collect the data, it

will look on answering the following questions, which will assist in ensuring that following deliverables are provided:

- Is the information presented verifiable?
- Is the information useful for policy and strategic decision making?
- Are the deliverables delivered within the set time frames?

The deliverables listed below should be aligned with the in-process activities, which will be subjected to stakeholder consultation and eventually presented to the PSC for recommendation for approval:

- Draft inception Report
- Final inception report
- Draft Stakeholder Engagement Report
- Final stakeholder Engagement Report
- Draft Issues and Themes Report
- Final Issues and Themes Report
- Draft Indicator Report
- Final Indicator Report
- Draft Limpopo Environment Outlook Report: 2027 – 2032
- Draft Scenarios and Responses Report
- Final Scenarios and Responses Report
- Draft the Policy Statement
- Final Policy Statement
- LEO Implementation Plan
- Database Management Protocol and Training Manual
- Launch Materials for the Limpopo Environmental Outlook (LEO)
- To compile and submit the Close-out Report

Furthermore, the deliverables must meet both the agreed and pre-specified quality criteria as follows:

- Web based LEO integrated to LEDET website or portal linked to website
- Fifteen (15) hard copy reports and electronic copies presented in hundred (100) USB drives;

- The report must align the Department's corporate identity which will be supplied to the service provider.
- All meta data (GIS information) must be presented electronically in Shape files or any other acceptable format; and
- All electronic maps must be developed and presented in ArcView (or latest applicable software).
- A poster with a summary of policy key issues / challenges that require urgent intervention.

The Department is entitled to request all working papers, calculations and background research documentation regarding this project and will own all intellectual property rights in completed work. Skills transfer must be tied to measurable outputs, which include the training programme outline, structured capacity-building workshop, training materials (PowerPoints, manuals, datasets), methodology toolkit, mentorship report, post-training evolution report.

5.3 TIMEFRAMES

The review and update / development of the LEO report will run for twelve (12) months and will be commissioned after signing-off service level agreement between the Department and the prospective Service Provider.

6 PROJECT TEAM COMPOSITION

Due to the complexity of this project, prospective service providers must demonstrate that the project team has the necessary expertise in projects related to the key focus areas. They are required to submit an organogram detailing the project team's structure, clearly outlining the roles and responsibilities of each key expert area. The organogram should highlight the hierarchy and reporting lines within the team Proof of experience in the key focus areas must be included in Curriculum Vitae (CV) per project team member and accompanied by relevant certified academic qualifications.

6.1 BIDDING COMPANY

The Bidding Company must at least:

Provide evidence of having developed a State of Environment Report or Environment Outlook Report or similar projects.

The above evidence must be provided in a Reference Letter detailing the following:

- Name of the company / organization for which the project was implemented
- Project name
- Brief description of the project
- Project duration
- Project value
- Contact details of the company / organization who received the services
- Confirmation of successful completion of the project to the level of satisfaction

6.2 PROJECT LEADER / PROJECT MANAGER

The Project Leader / Manager from the bidding company must have at least:

- Master's degree or NQF9 SAQA accredited qualification or equivalent, in Environmental Science / Environmental Management / Natural Sciences, and Project Management or related.
- Ten (10) years' experience Project Management, and five (5) years' experience or more in Environmental Science / Environmental Management / Natural Sciences.
- Hold an active registration with relevant professional body applicable to their field of expertise, which must be presented in a membership certificate if applicable.

6.3 PROJECT TEAM MEMBERS

The prospective service provider must establish a project management team that will comprise of members who have relevant qualifications and experience in the following environment sector focal areas detailed below. Each project team member must have at least:

NQF7 SAQA accredited qualification or equivalent, in Environmental Science / Environmental Management / Natural Sciences, and NQF6 on Geographic Information Management Systems (GIS) / Remote Sensing (RS), Project Management.

Three (3) years' experience in one or more of the following focal areas:

- Environmental Information Management Systems (GIS and RS);
- Environmental Research and Planning (including spatial planning)
- Air Quality Management
- Integrated Waste Management
- Climate Change and Disaster Management
- Biodiversity and Conservation Management
- Water Resources Management
- Environmental Governance
- Human Settlements
- Environmental Economics
- Land and Transformation
- Energy demand and Supply

Hold an active registration with relevant professional body applicable to their field of expertise, which must be presented in a membership certificate if applicable.

7 ROLES AND RESPONSIBILITIES

7.1 CLIENT: THE DEPARTMENT

- The Department has a responsibility to create an environment that is favourable for the Service Provider to perform its task effectively and efficiently, by delegating a focal point that will oversee and coordinate project implementation,
- Compile a contract for the appointment of a Service Provider followed by a SLA; and
- Ensure that the Service Provider is paid for each key deliverable.

7.2 THE SERVICE PROVIDER

- The Service Provider will submit all reports in electronic format to the Department as per project plan for review, endorsement and approval by the Project Steering Committee;
- The service provider will provide from time to time and/or when requested, an update or progress on the tasks and activities; and
- The Service Provider must adhere to time frames as will be determined in the project plan, however, timeframes may be adjusted based on acceptable and justifiable circumstances beyond individual control.

7.3 THE PROJECT STEERING COMMITTEE

The Department will appoint a Project Steering Committee and will comprise at least the following core members from the Department, who in case of unavailability must nominate alternate members respectively:

- Deputy Director-General: Environmental Affairs and Tourism;
- Chief Director: Biodiversity and Conservation;
- Chief Director: Integrated Environmental Management;
- Director: Environmental Research, Planning and Coordination; and
- Project Co-ordination Team: Environmental Research, Planning and Coordination.

Three representatives per programme in the Department are to be nominated from the following Programmes, who also in case of unavailability must nominate alternate members respectively:

- Programme 2: Economic Development;
- Programme 3: Environmental Affairs; and
- Programme 4: Tourism

A representative from the National Department of Forestry, Fisheries and Environment

One (1) representative from the sector departments in the province, and alternate members in case of unavailability

Three (3) representatives per District Municipality responsible for environment sector functions
This PSC will be co-chaired by the Department and the Service Provider, and the secretariat will be the service provider.

The responsibility of the PSC will be to:

- Make decisions in respect of the recommendations from the Project Steering Committee for consideration and approval in terms of the milestones achieved.
- Review and approve the deliverables per the project milestones against the SLA.
- Review and approve the identified control and corrective measures when necessary to ensure that the project is achieved in terms of the SMART principles.
- Review and approve any deviations from the project plan in terms of the SLA.
- Recommend the approval of payment invoices as per the SLA.

7.4 THE PROJECT MANAGEMENT COMMITTEE

The Department will appoint a Project Management Committee (PMC) and will comprise at least the following core members from the Department and the service provider, who in case of unavailability must nominate alternate members respectively:

- Director: Environmental, Research, Planning and Co-ordination (Project Leader)
- Control Environmental Officer: Environmental, Research, Planning and Co-ordination (Project Manager);
- Director: Environmental Quality Management;
- Director: Environmental Empowerment Services;
- Director: Wildlife Resources Management;
- Director: Tourism Planning and Regulation, and
- Two (2) members from the service provider.

This PMC will be Chaired by the Project Leader, and the secretariat will be the Control Environmental Officer: Environmental, Research, Planning and Co-ordination.

The responsibility of the PMC will primarily be to ensure effective project implementation and management thereof, including:

- To review all the progress reports and make recommendations to the Project Steering Committee for consideration and approval in terms of the milestones achieved.
- Review the deliverables per the project milestones against the SLA.

- Monitor and evaluate the overall progress of the project in terms of performance management.
- Identify control and corrective measures when necessary to ensure that the project is achieved in terms of the SMART principles.

8 SCHEDULE OF MEETINGS ASSOCIATED WITH THIS PROJECT

All parties will hold a project inception meeting within two (2) weeks of the signing of the SLA. The Service Provider will be expected to present the inception report detailing the project summary and activities to be undertaken.

Project Management Committee Meetings should be held monthly from the date of signing of the Service Level Agreement (SLA). These meetings will be held at the Departmental Offices where the Service Provider will present to the Steering Committee a detailed reports reflecting the following:

- Delivery against set objectives contained in the detailed project contract;
- Project progress;
- Challenges, constraints and measures to overcome them;
- Any other information requested by the Steering Committee.

These project management meetings and the reports presented thereto shall represent the disbursement milestones for the project and the quotation should be constructed accordingly;

Project Steering Committee Meetings should be held every two months or when necessary as determined and agreed upon by the Department and the Service Provider;

- The service provider must ensure a continuous consultation with the relevant stakeholders.
- The Service Provider must ensure that six public consultation meetings are held, each per District Municipality to solicit comments on the first Draft and one provincial stakeholder consultation meeting for Final Limpopo Environment Outlook Report respectively.
- Other meetings may be convened on request from time to time by the Service Provider and/or the Department.

- Project closure meeting.

9 REPORTING REQUIREMENTS AND FREQUENCY OF MONITORING ACTIONS

9.1 REPORTING REQUIREMENTS

The appointed service provider will submit monthly progress reports to the Project Manager according to the work breakdown structure of activities that are outlined in the section of specific deliverables.

This must be undertaken within 4 working days after the end of each month for the entire duration of the project.

9.2 FREQUENCY OF MONITORING ACTIONS

The appointed Service Provider will report on progress every second week to the Project Manager and eventually submit a consolidated Monthly Progress Report.

No	Monitoring Tool	Frequency
1	Meetings	As requested
2	Progress Reports	Every second week

10 REFERENCE MATERIALS

A solid set of reference materials is essential for this project and these should cover local (provincial/district/municipal) data, national frameworks and data sources and international reporting frameworks and comparable reports to ensure the report is technically robust, policy-aligned, and comparable to best-practice State of Environment/ Environmental Outlook reporting globally. The following are the materials/ documents that the service provider need to consult and review as reference materials, though the list below is not exhaustive:

- Limpopo Environment Outlook Report, 2016
- The Constitution of the Republic of South Africa
- Cultural Heritage Survey Guidelines and Assessment Tools for Protected Areas in South Africa July 2016;
- Management Plans for the Nature Reserves within the Capricorn, Sekhukhune and Vhembe Districts;
- Report on the Management Effectiveness of South Africa's Protected Areas developed by the National Department of Environmental Affairs;
- The National Heritage Resources Management Act 25 of 1999;
- The National Environmental Management Act 107 of 1998;
- The Limpopo Environmental Management Act 7 of 2003;
- The National Environmental Management: Protected Areas Act 57 of 2003 and applicable Regulations thereof;
- The National Environmental Management: Biodiversity Act 10 of 2004;
- The Tourism Act 72 of 1993 and the Tourism Second Amendment Act 70 of 2000;
- The National Protected Area Expansion Strategy;
- The People and Parks Programme;
- Provincial bioregional Plans (if available);
- The Limpopo Conservation Plan;
- The Waterberg Environmental Management Framework;
- The Olifants and Letaba-Luvuvhu Catchments Environmental Management Framework;
- Protected areas and biodiversity assets (data about protected areas and biospheres)
- The Kruger to Canyon Biosphere Reserve Nomination form and Management Plan;
- The Waterberg Biosphere Reserve Nomination form and Management Plan;
- The Vhembe Biosphere Reserve Nomination Form and Management Plan
- The White paper on Climate Change Response.
- Limpopo Spatial Development Framework/ Plan
- District and local municipal spatial planning plans
- District and local municipal IDPs (these often include environmental analyses)
- National, Provincial and Municipal Climate change and vulnerability assessments
- Provincial and municipal Climate Response Strategies, Plans and programmes

- Provincial GHG and emissions inventories and summaries (e.g. energy, transport, liquid fuels)
- Provincial and Municipal Disaster Management Plans
- Freshwater, hydrology and ecosystem status report for Limpopo river basin (e-flow, ecology, hydrology data)
- Environmental Indicators database (DFFE)
- National Development Plan (NDP)
- National and Provincial Reports, Compliance reports and indicators from DFFE and LEDET
- National State of Environment/ Environmental Outlook Report
- State of River Report
- DPSIR Framework
- UN SDGs Environmental-related indicators
- Intergovernmental Panel on Climate Change (IPCC) guidelines for greenhouse gas accounting and climate change
- Limpopo Development Plan
- Spatial Development Frameworks
- Environmental Management Frameworks
- Limpopo Tourism Growth Strategy
- Africa Agenda 2063
- All international conventions on Biological Diversity
- National Biodiversity Assessment Report 2026
- Convention on World Heritage Resources
- RAMSAR Convention on Wetlands

11 EVALUATION OF THE BID

The submission from the service providers will be evaluated in terms of the 80/20-point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022.

The BID will be evaluated in three phases, namely:

Phase 1: Administrative/Pre-check compliance

Phase 2: Functionality Criteria

Phase 3: Price and Specific goals

11.1 PHASE 1: ADMINISTRATIVE/ PRE-CHECK COMPLIANCE

In this phase all Bids received will be verified for **compliance** and **completeness** of the submitted Bid per the below set of mandatory requirements. Bidders who fail to comply with the below requirements may be eliminated and bidders who comply with the below requirements will progress to the next phase of functionality evaluation.

The below administrative bidding requirements shall be complied with, and mandatory documents must be attached before consideration for further evaluation:

Criteria	Requirement
Tax status	Tax registered
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business
Company registration with central supplier database (CSD)	Companies must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status.	Bid will not be considered if shareholder or director are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder or director was in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.
Tender defaulting and restriction status	Entity and directors must not be restricted.

Criteria	Requirement	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. Total price inclusive of taxes should be clearly indicated on the SBD3.1 form.
Bidder's Disclosure – SBD 4	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. (Must declare if they have interests in other Companies either bidding or not. Refer to Paragraph 2.3 of SBD 4)
Preference Point Claim Form – SBD 6.1	NO	Must be fully completed, signed and submitted with the bid by the closing date and time. (Bidders must fully complete Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)

11.2 PHASE 2: FUNCTIONALITY CRITERIA

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS												
<p>Bidding Company Track Record</p> <p>This includes proof of track record of the bidding company on the development of a state of environment (SOE) or Outlook Report (OR) or similar projects.</p>	<p>Submission of certified and signed copies of reference letters for the completed project(s) that must include the following details:</p> <ul style="list-style-type: none"> • Name of the company / organization for which the project was implemented • Project name • Brief description of the relevant project • Project duration with start and end period • Project value • Contact details of the company / organization who received the services • Confirmation of successful completion of the project to the level of satisfaction 	<p><u>Company Track Record</u> <u>(Total points = 20 points)</u></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 70%;">Score guide</th> <th style="width: 30%;">Points</th> </tr> </thead> <tbody> <tr> <td>4 or more reference letters on the SOE / OR / similar projects</td> <td style="text-align: center;">20</td> </tr> <tr> <td>3 reference letters on the SOE / OR / similar project</td> <td style="text-align: center;">15</td> </tr> <tr> <td>2 reference letters on the SOE / OR / similar project</td> <td style="text-align: center;">10</td> </tr> <tr> <td>1 reference letter on the SOE / OR / similar project</td> <td style="text-align: center;">5</td> </tr> <tr> <td>No submission</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Score guide	Points	4 or more reference letters on the SOE / OR / similar projects	20	3 reference letters on the SOE / OR / similar project	15	2 reference letters on the SOE / OR / similar project	10	1 reference letter on the SOE / OR / similar project	5	No submission	0	20
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1 reference letter on the SOE / OR / similar project	5														
No submission	0														
<p>Project Leader Requirements</p> <p>The Bidder must submit a detailed curriculum vitae for project leader/ manager.</p>	<p>Project Leader/Manager must submit certified copy of qualification/s</p>	<p><u>Project Leader/ Manager Qualifications</u> <u>(Total points = 15 points)</u></p>	30												

<p>The Project Leader / Manager must have at least a Master's degree or NQF9 SAQA accredited qualification or equivalent, in environmental sciences or Environmental Management or Natural Sciences.</p>		<table border="1"> <thead> <tr> <th>Score guide</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>NQF10 / PHD degree</td> <td>10</td> </tr> <tr> <td>NQF9 / Masters degree</td> <td>6</td> </tr> <tr> <td>NQF8 / Honours</td> <td>4</td> </tr> <tr> <td>NQF7 / Bachelors</td> <td>2</td> </tr> <tr> <td>No submission</td> <td>0</td> </tr> </tbody> </table>	Score guide	Points	NQF10 / PHD degree	10	NQF9 / Masters degree	6	NQF8 / Honours	4	NQF7 / Bachelors	2	No submission	0
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<p>Must have ten (10) years' experience in project management and related; and five (5) in Environment Outlook Reporting or state of environment reporting.</p>	<p>The Project Manager must submit a detailed curriculum vitae that must include a list of projects he/she managed in the past ten (10) years with duration of each of the projects.</p>	<p>Project Management Experience (Total points = 10 points)</p> <table border="1"> <thead> <tr> <th>Score guide</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>10 or more years of experience</td> <td>10</td> </tr> <tr> <td>6 - 9 years of experience</td> <td>6</td> </tr> <tr> <td>3 - 5 years of experience</td> <td>4</td> </tr> <tr> <td>1 - 2 years of experience</td> <td>2</td> </tr> <tr> <td>No submission</td> <td>0</td> </tr> </tbody> </table>	Score guide	Points	10 or more years of experience	10	6 - 9 years of experience	6	3 - 5 years of experience	4	1 - 2 years of experience	2	No submission	0
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	<p>The Project Manager must submit a detailed curriculum vitae detailing the five (5) years' experience or more, in Environment Outlook Reporting or state of environment reporting or similar projects.</p>	<p>Project Leader/ Manager experience in Environment Outlook Reporting or state of environment reporting or similar projects (Total points = 10 points)</p> <table border="1"> <thead> <tr> <th>Score guide</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>5 or more years of experience</td> <td>10</td> </tr> <tr> <td>3 - 4 years of experience</td> <td>6</td> </tr> </tbody> </table>	Score guide	Points	5 or more years of experience	10	3 - 4 years of experience	6						
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<p>Project Team Members</p> <p>The Bidder must submit a detailed curriculum vitae for each of the project teams members.</p> <p>The project team must include member/s with at least Master's degree or NQF9 SAQA accredited qualification or equivalent, in Environmental Science / Environmental Management / Natural Sciences.</p> <p>Each of the team members must have five (5) years' experience in one or more of the following focal areas:</p> <p>a) Environmental Information Management Systems (GIS and RS);</p> <p>b) Environmental Research and Planning (including spatial planning)</p> <p>c) Air Quality Management</p> <p>d) Integrated Waste Management</p> <p>e) Climate Change and Disaster Management</p>	<p>Each of the Project team members must submit certified copy of qualification/s</p> <p>Each of the team member/s must submit a detailed curriculum vitae that must include a list of projects implemented in the past five (5) years including the duration of each of the projects in any of the identified focal areas.</p>	<p><u>Project Team Members Qualifications (Total points = 10 points)</u></p> <table border="1"> <thead> <tr> <th>Score guide</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>NQF10 / PHD degree</td> <td>10</td> </tr> <tr> <td>NQF9 / Masters' degree</td> <td>6</td> </tr> <tr> <td>NQF8 / Honours</td> <td>4</td> </tr> <tr> <td>NQF7 / Bachelors</td> <td>2</td> </tr> <tr> <td>No submission</td> <td>0</td> </tr> </tbody> </table> <p><u>Project Team Members Experience (Total points = 10 points)</u></p> <table border="1"> <thead> <tr> <th>Score guide</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>5 or more years' experience in one or more focal areas</td> <td>10</td> </tr> <tr> <td>3 - 4 years' experience in one or more focal areas</td> <td>6</td> </tr> <tr> <td>1 - 2 years' experience in one or more focal areas</td> <td>4</td> </tr> <tr> <td>No submission</td> <td>0</td> </tr> </tbody> </table>	Score guide	Points	NQF10 / PHD degree	10	NQF9 / Masters' degree	6	NQF8 / Honours	4	NQF7 / Bachelors	2	No submission	0	Score guide	Points	5 or more years' experience in one or more focal areas	10	3 - 4 years' experience in one or more focal areas	6	1 - 2 years' experience in one or more focal areas	4	No submission	0	20
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f) Biodiversity and Conservation Management g) Water Resources Management h) Environmental Governance i) Human Settlements j) Environmental Economics k) Land and Transformation l) Energy demand and Supply															
Project Proposal and Workplan The bidding company must demonstrate their understanding of the requirements for development of an environment outlook report (Clear understanding of the project)	Submit a Comprehensive project proposal and workplan that must include, but is not limited to: a) a detailed methodology with step-by-step activities to undertake the project; b) the appropriateness of the approach, c) a program with clear timelines and deliverables, d) the financial implications thereof	<table border="1"> <thead> <tr> <th>Score guide</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Excellence</td> <td>30</td> </tr> <tr> <td>Very Good</td> <td>24</td> </tr> <tr> <td>Good</td> <td>18</td> </tr> <tr> <td>Average/Fair</td> <td>12</td> </tr> <tr> <td>Poor</td> <td>6</td> </tr> </tbody> </table>	Score guide	Points	Excellence	30	Very Good	24	Good	18	Average/Fair	12	Poor	6	30
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Average/Fair	12														
Poor	6														
TOTAL			100												

NB: Compliance with a minimum of seventy (70) functionality points is required to be considered for the next evaluation phase. This threshold is applied to ensure that only technically competent bidders progress to price and preference point evaluation.

11.3 PHASE 3: PREFERENTIAL POINT FOR SPECIFIC GOALS

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
	HDI'S GOALS		
1.	Black People	4	CSD report or certified copy of company CIPC registration certificate
2.	Women	3	CSD report or certified copy of company CIPC registration certificate or certified ID copy
3.	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status
	SPECIFIC GOALS		
1.	Youth	2	CSD report or certified copy of company CIPC registration certificate or certified ID copy
2.	Micro. Small, Medium Enterprises (MSMEs)	2	Submission of sworn affidavit confirming bidder's annual turnover supported by the CSD report.
3.	Cooperatives	2	CSD report or certified copy of company CIPC registration certificate
4.	Enterprises located in Limpopo Province	3	Recent Municipal account / letter (<i>it must be in the name of the business and not older than 3 months</i>) <u>or</u> Local Authority Letter for confirmation of Local Address (<i>it must be in the name of the business and not older than 3 months</i>) or Active Lease Agreement In case where a director of the company operates a business from

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
			the same residential where he/she resides, the affidavit by commissioner of oath must be submitted and accompanied by proof of rates and taxes.
5.	Military Veteran	2	Certified copy of Military Veteran Certificate issued by Department of Military Veterans (DMV)
TOTAL		20	

Bidders are required to furnish documentary proof to the satisfaction of the Department that the claims for above preferential goals are correct.

Non-submission of the documentary proof will lead to zero (0) points on specific/preference goals.

Points will be allocated based on the percentage of ownership per goal.

If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- disqualify the person from the tendering process;
- recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary

MSME's size or class are measured in terms of the Total full-time paid employees and as per below table:

Size or Class of enterprise	Total full-time paid employees
Micro	0-10
Small	11-50
Medium	51-250

12 DEFINITIONS

“Historically Disadvantaged Individuals” means a South African citizen –

- (1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the Interim Constitution”); and/or
- (2) Who is a female; and/or
- (3) Who has a disability

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, deemed not to be an HDI.

“Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette no. 16085 dated 23 November 1994.

“Black People” is a generic term which means Africans, Coloureds and Indians as described in the Broad-Based Black Economic Empowerment Act, Act No.53 of 1993.

“Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

“Persons with Disability” - has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

“Price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

“Lowest acceptable tender” means any tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.

“Highest acceptable tender” means any tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.

“Tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, viability, skills, experience and durability of a service or commodity.

“Valid document” means that attached document must stipulate issuance and expiry date.

“Small enterprise” as per the National Small Enterprise Act and Amended Schedule 1 amended in 2019, means a separate and distinct business entity, together with its branches or subsidiaries, if any, including cooperative enterprises, managed by one owner or more predominantly carried on in any sector or subsector of the economy mentioned in column 1 of the Schedule and classified as a micro, a small or a medium enterprise by satisfying the criteria mentioned in columns 3 and 4 of the Schedule.

13 SPECIAL CONDITIONS

No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Department, except where authorised in writing to do so.

Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall remain the property of the Department.

The Department reserves the right to withdraw, amend or cancel the TOR, or reject any or all proposals.

Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, as applicable, authenticated by a Notary Public, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members should be advised that each member would be held jointly and severally liable for the performance of the consortium or joint venture.

Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.

The costs of preparing proposals and of negotiating the contract are not reimbursable.

The appointed bidder is subject to signing of Service Level Agreement.

The Department reserves the right not to provide for variation of the conditions of the contract by the appointed service provider.

Bidders submitting two or more offers under different names without declaring will be disqualified.

For bidders submitting two or more similar offers, only the lowest offer will be considered.

Inspections may be conducted to verify the existence of businesses, points claimed and any other aspects relating to the bid as the employer deems it fit.

Each bid must contain written acknowledgements of each consultancy member that was mentioned in the application.

14 COMPLETION OF BID DOCUMENT

The following are minimum requirements for completion of the bid document: -

- Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- Only original bid document shall be accepted.
- Bidders shall ensure that there are no missing or duplicated pages. LEDET shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
- Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.
- Completed bid document with supporting documents shall be packaged, bound, sealed, marked and submitted strictly as stipulated in this bid document.
- Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.

Bidders are encouraged to paginate (numbering of pages) or initial or sign or stamp each page of their bids.

15 BID AWARD AND CONTRACT CONDITIONS

Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.

Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.

Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

The Department reserves the right to award the bid as a whole, partially, or not to award at all, subject to compliance with applicable supply chain management legislation, availability of funds, and the achievement of value for money.

The Department will award the bid to the bidder who scores the highest total points in terms of the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, unless objective criteria, as contemplated in section 2(1)(f) of the Act, justify the award to another bidder. Such objective criteria and reasons shall be recorded in writing and approved by the relevant authority.

The Department (LEDET) may, prior to the awarding of an application, cancel or abandon the process:

- Due to changed circumstances, there is no longer a need for the services tendered for;
- If funds are no longer available to cover the total envisaged expenditure;
- If no acceptable tenders are received;
- If there is a material irregularity in the tender process

No bid will be awarded to any bidder whose tax matters have not been declared by SARS to be in order.

The department reserves the right to communicate with the shortlisted bidders as and when necessary.

The contract period will be from the commencement date of the contract.

The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.

The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.

The contract shall be concluded between LEDET and the successful service provider(s).

Bidders shall be notified about the decision of the Department by means of publication on the Department's website and National Treasury e-Tender Portal.

Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

The department will check with National Treasury's database prior to awarding to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector.

The bidder or any of its directors has not:

- Listed on the register of bid defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the state.
- Abused the employers supply chain management system
- Failed to perform on any previous contract and has been given a written notice in this effect.
- All information and details must be legible/ readable.

If the bidder fails to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, withdraw or cancel the contract that may have been entered into between the bidder and the Department.

Each communication between the Department and a Bidder shall be to or from the Department only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Department shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the Department are stated.

The department will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.

The department may accept or reject any variation, deviation, bid offer or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a

contract. The Department shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

The Bidder submitting a bid offer shall comply with the terms and conditions of the bid.

16 BID PRICING INSTRUCTIONS

All the specific deliverables must be costed in detail, and the pricing must be all inclusive:

- Cost of deliverables
- Resources to be used;
- Time needed (in hours); and
- Level of personnel developing deliverables

Bid prices should include all costs and applicable taxes, and / or any additional costs that the bidder may have.

The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.

Prices based on currencies other than the South African Rand, the exchange rate utilised, and the date of the exchange rate must be clearly indicated.

Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid may be rejected.

17 NEGOTIATIONS

The department reserves the right to negotiate price with recommendable bidders.

18 PENALTIES

Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Department shall, without prejudice to

its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Department may also consider termination of the contract in terms of the GCC.

19 BRIEFING SESSION

Bidders are required to attend a compulsory virtual briefing session which will be held on the 18 JUNE 2026 at 10h00. Attendance at the compulsory briefing session is mandatory, and bidders who fail to attend the session will be disqualified. An official attendance register will be maintained as proof of attendance.

20 BID VALIDITY PERIOD

All bids submitted by the bidders must be valid for a period of 120 days from the closing date.

21 PHYSICAL ADDRESS FOR SUBMISSION OF PROPOSALS

Proposals/Bids by bidders must be hand deposited into:

Silver Tender Box,

Evridiki Towers,

Department of Economic Development, Environment and Tourism

19 Biccard Street

Polokwane

22 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

23 CONFIDENTIALITY

All documents and data provided under this contract shall remain the property of the Department, and shall be treated as confidential.

24 PAYMENTS

Payments shall be made 30 days after receipts of an invoice in terms of the Public Finance Management Act (Act 1 of 1999) and other related Acts.

25 CONTACT DETAILS FOR ENQUIRIES

For Technical Information Contact: Ms Angwenyi FP Control Environmental Officer: Environmental Research, Planning and Coordination Tel: 015 293 8598 / 060 984 3160 E-mail: angwenyifp@ledet.gov.za	For Bid Enquiries Contact: Ms. Makhubele VM Supply Chain Management Tel: (015) 293 8852 Cell: 083 649 0624 Email: MakhubeleVM@ledet.gov.za
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