

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	LDPWRI-ROADS/20348	CLOSING DATE:	13 DECEMBER 2022	CLOSING TIME:	11H00
DESCRIPTION	TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES IN FIVE (05) DISTRICTS IN THE LIMPOPO PROVINCE FOR A PERIOD OF FIVE (05) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR RIVER & BLAAUBERG STREET			<div style="border: 2px solid black; padding: 5px; margin: 0 auto; width: 80%;"> DEPT. OF PUBLIC WORKS, ROADS & INFRASTRUCTURE SUPPLY CHAIN MANAGEMENT OFFICE 13-12-2022 </div>		
LADANNA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES		
SECRETARIAT LIMPOPO PROVINCE			SECRETARIAT LIMPOPO PROVINCE		
CONTACT PERSON	MOTSOPYE NJ	CONTACT PERSON	MASHAMBA T		
TELEPHONE NUMBER	015 284 7126	TELEPHONE NUMBER	015 284 7497		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	motsopyeN@dpw.limpopo.gov.za	E-MAIL ADDRESS	mashambat3@dpw.limpopo.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
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.
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."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

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

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:
Or for technical information –
(INSERT NAME OF CONTACT PERSON)

Tel:

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 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....
.....
.....
.....

8.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

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.

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.



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
**PUBLIC WORKS, ROADS
AND INFRASTRUCTURE**

LIMPOPO DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE

TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A
PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE LIMPOPO PROVINCE

43 Church Street, POLOKWANE, 0699, Private Bag

The heartland of southern Africa – development is about people!

002025

1. INTRODUCTION

The Limpopo Department of Public Works, Roads and Infrastructure (LDPWRI) requires environmental management services across its five districts to comply with the mandatory legal instruments when executing its road maintenance associated activities. To ensure compliance to the environmental management regulatory framework, five (05) professional environmental consultants are required for each District within the Province .

2. REGULATORY REQUIREMENTS AND SPECIAL CONDITIONS

- 2.1 Environmental authorization for road activities applicable E.I.A listed activities.
- 2.2 Environmental authorizations for borrow pits.
- 2.3 DMR Environmental authorizations for the borrow pits according to the latest EIA regulations (NB use the latest DMR NEMA BAR guidelines)
- 2.4 Application for closure of borrow pits
- 2.5 Environmental performance assessment for closure of borrow pits
- 2.6 Environmental risk assessment report for closure of borrow pits
- 2.7 Closure plan for the borrow pit
- 2.8 Heritage impact assessment for the road and borrow pits
- 2.9 Permits for the removal of trees
- 2.10 General authorisations for water use 21 A,C,I
- 2.11 Site specific Environmental management plan for construction
- 2.12 Environmental awareness
- 2.13 Monthly environmental monitoring reports & site meetings.

3. ENVIRONMENTAL IMPACT ASSESSMENT

- Environmental Impact assessment for listed activities within the project scope of work.

4. ENVIRONMENTAL MANAGEMENT PLAN FOR ROADS AND BRIDGES

- Description of the environment (colour pictures of sensitive areas to be included where possible)

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES
FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE
LIMPOPO PROVINCE**

- Site specific environmental management plan (provide 4 copies)
- Visible topographical map of the area.
- Draft EMP to be submitted to LDPWRI for quality assurance

5. ENVIRONMENTAL MANAGEMENT PLAN FOR BORROW PITS

5.1 IDENTIFICATION OF BORROW PITS

- Identification of borrow pits to be done with the engineer
- Engineer to provide the map/sketch plan with coordinates which reflects total surface area of the borrow pit and chainage number in relation to the road.
- Coordinate to be submitted in a WSG 84 format acceptable to DMR 's NMPS
- Quantities no of material required from the borrow pit

5.2 BAR & EMP FOR BORROW PITS

- Basic assessment report and the Environmental Management Plan in a format prescribed by DMR with visible topographical map
- Pictures of proposed borrow pit site prior before mining takes place
- Draft report must be sent to LDPWRI for quality assurance
- Final reports must be submitted to LDPWRI
- 10 hardcopies of EMP per Borrow pit and 2softcopies/cd per borrow pit clearly labeled reflecting project details, borrow pit number, farm name& village name, applicant and the environmental consultant details.

5.3 CONSULTATION WITH LAND OWNERS FOR BORROW PIT *(to be done with a social consultant)*.

- Liaison with social consultant to establish landownership on borrow pit locations
- Landowners must be shown the exact position of the borrow pit and also sign attendance register for the site inspection.

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES
FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE
LIMPOPO PROVINCE**

- Permission to utilize borrow pit by landowner must be confirmed in a consent letter in their preferred language.
- Consent letter for borrow pits in land belonging to traditional authorities, state/municipality land must be written in the landowner's letter head' with contact details and must have stamp from traditional authority.
- Landowners must also be consulted when there is a need to extend the borrow pit in use.

5.4 LAND USE VERIFICATION FOR BORROW PIT AREA (*to be done with a social consultant*).

- Verification of land use with land affairs (land under claim or in a government leased area) for the borrow pits.
- Verification of any planned developments on the borrow pit area must be done with the municipality/ward councilor
- Verification of traditional initiation schools, ancestral places in close vicinity to the borrow pit must be done with traditional authorities.

5.5 REQUIRED ITEMS OF THE BORROW PIT

- A3 size visible topographical map of the Borrow pit area
- Consent letter from landowner must be attached
- Rehabilitation plans for borrow pits to be submitted with the EMP
- Clear colour photos prior to opening of the borrow pit must be included in the EMP
- Map/sketch plan with coordinate which reflects total surface area of the borrow pit
- Provide sketch plan which reflects position of the borrow pit in relation to the surrounding land uses e.g.road, residential area, powerline, stream
- Confirmation of land use claims from land affairs.
- Letter from the municipalities regarding confirmation of any land use on identified borrow pits.

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES
FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE
LIMPOPO PROVINCE**

- Two (02) properly labelled cd 's of the EMP report reflecting project description, project no, applicant name, consultant contact details, borrow pit number.

**5.6 APPLICATION FOR CLOSURE CERTIFICATES FOR BORROW
PITS**

- The consultant shall invite LDPWRI and the representatives of the DMR for inspection for closure of borrowpits
- Compile Environmental Risk assessment for closure of borrow pit
- Application form for closure certificate of borrow pits
- Photos of post rehabilitation phase.

6. PERMIT APPLICATION FOR REMOVAL OF TREES

- Complete application form as prescribed in the National Forests Act no 84 of 1998 for the removal/pruning/cutting of all trees.
- Conduct site inspection with forestry for the permit application.

7. APPLICATION FOR WATER USE LICENSE

- Complete the application forms for general authorization for Section 21 water uses in terms of National Water Act 36 of 1998.

8. HERITAGE IMPACT ASSESSMENT

- Heritage Impact Assessment report on borrow pits and re-alignment of road compiled in line with the National Heritage Resources Act 25 of 1999.
- HIA report must be done per borrow pit and pictures of the borrow pits must be attached.
- HIA report must reflect the professional registration of the archaeologist and the contact details of the author i.e. names and qualifications and signature

9. ENVIRONMENTAL AWARENESS

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES
FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE
LIMPOPO PROVINCE**

- Conduct two environmental awareness workshop for project participants on the EMP (i.e.at the beginning of the project and also at the middle of the project).

10. ADMINISTRATION

10.1. Cover page for LDPWRI documentation must be done as follows:

- Name of the environmental consultant with contact details
- Name of the applicant, reflecting address, project description, project no,
- Borrow pit number i.e. Borrow pit no 01(applicable to DMR EMP 's)
- Farm name and portion number of borrow pit location (applicable to DMR EMP 's)
- DEDET reference (applicable to EIA docs).

11. SUBMISSION OF DOCUMENTS

- All final documents must be submitted to LDPWRI prior to submission to the stakeholder department for quality assurance.
- All documentation submitted to stakeholder department must have proof of submission reflecting recipient and date of submission.

6. PENALTIES AND DELAYS

Furthermore, it is explicitly stated that no payment will be made for partially submitted, un-approved reports or reports deemed sub-standard by the Department.

7.

8. PERIOD/DURATION OF PROJECT/ASSESSMENT

Project will be carried over a period of 05 years years

9. COSTING/COMPREHENSIVE BUDGET

A comprehensive budget must be provided inclusive of all disbursement costs, expenses and VAT.

9. EVALUTATION CRITERIA

9.1 PRE-QUALIFICATION CRITERIA

Pre-qualification criteria	Requirement	Comply: Yes or No
1	<p>Only service provider (s) who are EME or QSE, which are, at least 51% owned by black people will be considered for this bid as per Preferential Procurement Regulations 2017. Service provider (s) are required to submit an original or certified copy of the EME or QSE B-BBEE Status Level of contributor issued by SANAS only or an original or certified copy of DTI sworn affidavit in terms of Codes of good practice" indicating that service provider is an EME/ QSE. Failure to submit B-BBEE Status Level of contributor will result on bid being non-responsive or disqualified.</p>	

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

9.2 FUNCTIONALITY CRITERIA

NO	CRITERIA	WEIGHT/VALUE	SCORE	TOTAL (WEIGHT X Vaue awarded)
A	<p>Company Proven experience of the bidder in Environmental Impact Assessment and project management within the Republic of South Africa .</p> <ul style="list-style-type: none"> o 10 years or more in Environmental management, Environmental Impact Assessment Borrow pit management, 5 points o 5-9 years in a Environmental Impact Assessment, Borrow pit management, Rehabilitation and Post rehabilitation monitoring – 3 points <p>A list of contactable references for the company in providing borrow pit management projects must be provided and should include the following:</p> <ul style="list-style-type: none"> ▪ Name of the client ▪ Contact person at client, telephone number/s and email address 	30		

TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE LIMPOPO PROVINCE

	<ul style="list-style-type: none"> ▪ Date(s) work was performed ▪ Type of work conducted <p>Signed appointment letters/ purchase orders/ completion certificates must be attached as verification of projects undertaken.</p> <p>Previous work attached will be subject to verification</p>			
<p>B</p>	<p>Capability (profiles of key staff and persons to be assigned to the project). Experience and track record.</p> <p>Project leader (SACNASP and EAPASA):</p> <ul style="list-style-type: none"> ▪ Registered Environmental Practitioner/ Professional , with Msc OR phd in Environmental science, Environmental Management or Natural Science with environmental management experience of : <ul style="list-style-type: none"> ▪ 10+ years (Post registration experience) (5) ▪ 5-9 years (post registration experience) (3) <p>Environmental Officer A four year degree at Honours in</p>	<p>20</p>		<p>10</p>

TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE LIMPOPO PROVINCE

	<p>Environmental Sciences /Management / natural sciences (SACNASP and EAPASA registered) (4)</p> <p>HERITAGE SPECIALIST</p> <ul style="list-style-type: none"> ▪ A four-year degree in heritage related studies. ▪ Professional registration as an archaeologist with ASAPA ▪ Work experience minimum 3 years conducting Heritage Impact assessment <p>Notes :</p> <p>Abridged CVs, certified copies of qualifications and Professional Registration must be attached.</p>	10		
D	<p>Presentation of the proposal</p> <p>Bidder understands the brief, approach and methodology to be employed. Outline and insight information provided</p>	30		

TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE LIMPOPO PROVINCE

	<p>in the bid document (relevance and accuracy)</p> <p>A proposal to achieve the objectives. The proposal must provide detail sequence of deliverables or activities and timelines within which all the deliverables will be executed and resources allocated thereof. The presentation of plan must be easy to understand and implement.</p> <p>If the proposal fully contains detailed sequence of deliverables, timelines and resources and presentation of the structure of plan. (4)</p> <ul style="list-style-type: none"> ▪ If the proposal contains incomplete detailed sequence of deliverables, timelines and resources and presentation of the structure of plan (2) ▪ If the proposal does not contain detailed sequence of deliverables, timelines and resources and presentation of the structure of plan 			
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**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

	<p>(1).</p> <ul style="list-style-type: none"> ○ If no proposal is submitted (0) <p>Proposals with no attachment of completed EIA OR BAR by Company for a completed infrastructure related project will not be evaluated.</p>			
MAXIMUM SCORE				100

9.3 STAGE 3: Preference Point System (80/20)

9.3.1. Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as a criteria, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.

9.3.2. Calculating of points for B-BBEE status level of contribution

A maximum of 20 points will be awarded to a bidder for attaining the B-BBEE status level of contribution based on BBBE level and proof of submission of a sworn affidavit certified by the commissioner of oath or an original or certified copy of the EME or QSE B-BBEE Status Level of contributor issued by SANAS only or an original or certified copy of DTI sworn affidavit in terms of Codes of good practice" indicating that service provider is an EME/ QSE in accordance with the table below

B-BBEE Status Level Contributor	Number of Points (80/20)
1	20

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

9.3.3 Requirements for B-BBEE

- a) Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by SANAS only.
The Exempted Micro Enterprise that do not have B-BBEE certificate must submit an original of the DTI sworn affidavit in terms of Codes of good practice certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE claims.
- b) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to substantiate their B-BBEE rating claims. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the bidding process.
- c) They will score points out of 80 for price only and zero (0) points out of 20 for BBEE. The points scored by a tenderer for B-BBEE contribution must be added to the points scored for price and should be rounded off to the nearest two decimal places.

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

- d) In a case whereby a pre-qualification criteria requires BBB-EE status level of contributor, all tenderer who failed to submit an original and valid B-BBEE Status Level Certificate or certified copies thereof, issued by SANAS or an original of the DTI sworn affidavit will be disqualified on Pre-qualification stage and will not reach preference point system stage due to non-compliance.
- e) A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- f) The contract will be awarded to the tenderer scoring the highest points.

SPECIAL CONDITIONS:

11.1 Award of the bid

- 11.1.1 This contract will be awarded in terms of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its Regulations as well as the Limpopo Preferential Procurement Policy, 2005.
- 11.1.2 Limpopo Department of Public Works, Roads and Infrastructure, Roads and Infrastructure reserves the right to:-

- a. Request further information from any bidder after the closing date,
 - b. Verify information and documentation of the respective bidder,
- 11.2 successful bidders will be required to confirm project lead team members upon contracting (project lead and team members are not allowed to be used in more than one bid)
- 11.3 The awarding will be restricted to one bidder per district
- 11.4 The department reserves the right to negotiate prices before awarding any bid.

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

- 11.5 The Service Provider will submit monthly progress reports to the Programme Manager, within four (4) days after the end of each month and the final report four (4) weeks before the project end date. Failure to submit the required reports on time will result in penalties.
- 11.6 The Programme Manager shall do the ongoing performance management of the Service agreement.
- 11.7 The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement senior, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- 11.8 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 11.9 Please take note that DPWRI is not bound to select any of the firms submitting proposals. DPWRI reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 11.10 Bidders must score a minimum of 75% (The minimum qualifying score that must be obtained for functionality in order for a Bid to be considered further should not be generic). It should be determined separately for each bid on a case-by-case basis.
- 11.11 The proposal should include, amongst other, the following:
- A proposed plan of action;
 - A list of references with contact details;
 - Ability to ensure continuing of staff on the project.
 - Timelines for achieving proposed actions
- 11.12 tenderers must submit two identical proposals (two envelopes) for each bid clearly marked "original" and "copy". First envelope marked original to include technical proposal (original and copy of technical) and the second envelope marked copy to include financial proposal (original and copy of financials).
- 11.13 First envelope with the technical proposal including the following:
- A valid Tax Compliance Status with Pin issued by SARS or copy of CSD/ MA Supplier Number.
 - Entity registration Certificate (CK1)
 - A response to the terms of reference.

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

- A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project). profile of the company and description of similar work undertaken, numbers, names and CVs of consultants assigned to the project, including their roles and responsibilities,
 - Signed agreement between service providers in the case of a joint venture/Consortium
 - Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- 11.14 The second envelope with the financial proposal (pricing schedule (SBD3.3) or other spreadsheets with all cost related items, cost breakdown) (original). No financials should be included in the technical proposal (envelope).
- 11.15 The following information must be endorsed on each envelope:
- Bid number:
 - Closing date:
 - Name of the Bidder:
 - Technical Proposal or Financial Proposal.
- 11.16 A valid Tax Compliance Status with Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
- 11.17 In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate proof of Tax Compliance or Tax Compliance Status with Pin or CSD/ MA supplier Number together with the bid.
- 11.18 Bidders must be Tax compliant throughout the bidding stages
- 11.19 Failure to comply with Tax matters may result in the invalidation of the bid.
- 11.20 A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email governmentinstitute@sars.gov.za to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.
- 11.21 Comprehensive Curriculum Vitae's (CV) with certified copies of qualifications and professional registration of the staff who will be available for the duration of the contract must be attached. In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel is sub-contracted or employed full time or part-time, and indicate the period of the engagement

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

- with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.
- 11.22 The bid proposals should be submitted with all required information containing technical information.
- 11.23 A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.
- 11.24 The LDPWRI will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 11.25 Travelling costs and time spent or incurred between home and office of consultants and the LDPWRI office will not be for the account of the LDPWRI.
- 11.26 Intellectual property rights will belong to the LDPWRI
- 11.27 A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project), profile of the company and description of similar work undertaken, numbers, names and CVs of consultants assigned to the project, including their roles and responsibilities must be provided.
- 11.28 Signed agreement between service providers in the case of a joint venture/Consortium
- 11.29 Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- 11.30 Before any work can commence the service level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalisation of the agreement, the LDPWRI reserves the right to cancel the contract with no cost implications for the LDPWRI.
- 11.31 The evaluation of Bids can only be done on the basis of information required by the LDPWRI.
- 11.32 Tenderers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by South African National Accreditation System (SANAS) only or DTI SWORN Affidavit certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited.
- 11.33 In a case whereby a pre-qualification criteria requires B-BBEE status level of contributor bidders MUST submit an original or certified copies of B-BBEE certificate or DTI SWORN affidavit; failure to submit an original or certified copies will result in bid being disqualified.
- 11.34 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to substantiate their B-BBEE rating claims.
- 11.35 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

- 11.36 Prospective suppliers and / or public entities interested in pursuing opportunities with the DPWRI and within the South African government, should be registered on the National Treasury Central Supplier Database.
- 11.37 Prospective suppliers and / or public entities must provide the DPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- 11.38 Any supplier who is not registered on CSD during an award stage of the tender will not be considered.

12 Bid Price Qualification

- 12.1 All bid prices must be specified on each item in figures. Price in figures must be acceptable in general accounting language.
- 12.2 Prices quoted must include delivery costs. Furthermore, the bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
- 12.3 Bid prices must be 'NETT'. Therefore, bidders intending to quote a price less a discount on the unit basis must first deduct the discount and then insert the 'NETT' Price.
- 12.4 Prices will remain firm for the first twelve (12) months of the contract period. Formal applications for price adjustments, based on the formula prescribed in the Treasury Regulations, and will only be considered after the first twelve months of the contract period.
- 12.5 Price adjustment applications shall be considered on six (06) monthly intervals. Despite any other worded stipulation, no adjustment will be considered before twelve months of contract period have expired.
- 12.6 All price adjustment applications should be substantiated by documentary proof in respect of each factor.

13. PAYMENT TERMS

- 13.1 DPWRI undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions, final payment will be made upon receipt of approval from the competent Authority. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

14. Compliance to specifications:

- 14.1 Bidders must ensure that their bids comply with the minimum requirements as specified in the bid document. Only offers that strictly meet the minimum specification will be accepted.

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Bidders must attach the following:-

- 14.2 A report of compliance/certificate for all the items bided for as issued by any Standard Body accredited by South African National Accreditation System (SANAS). The report should not be older than twelve (12) months. If the attached certificate/ compliance report is issued in another name other than that of the bidder, then a letter of consent from the business in whose name the certificate/compliance report has been issued or agreement between the two parties must be attached.
- 14.3 Copies of the Identity Documents of all shareholders and directors certified by a Commissioner of Oath. Certification should indicate the names of the certifying institution and designated Commissioner of Oath.
- 14.4 A proof of registrations and/or ownership of an entity/business (e.g. Founding Documents/ CK Certificates, etc.).
- 14.5 Original and valid Tax Clearance Certificate as prescribed in terms of Limpopo Preferential Procurement Policy, 2005. Where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate.

15. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 15.1 In a case whereby sub-contracting is not set as a pre-qualification criteria, however the tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the department.
- 15.2 In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 15.3 A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 15.4 The contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

16. PAYMENT TERMS

16.1 LDPWRI undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions, final payment will be made upon receipt of Decision from the competent Authority. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

BILL OF QUANTITY FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE LIMPOPO PROVINCE

BILL OF QUANTITY FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS WITHIN THE WATERBERG DISTRICT IN LIMPOPO PROVINCE.					
Objective 1: Environmental Assessment					
Phase 1: Planning					
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost	
Project Inception	Site visit report				
Pre-Consultation Meeting	Stakeholder dept				
Public participation for borrow pits	Minutes and attendance registers				
Newspaper & On site Advertisement	Newspaper & On site Advertisement on site				
Field investigation	Field assessment / investigation report				
Compile Basic Assessment Report	Basic Assessment Report				
Compile Environmental management plan	EMP for road surface & Bridge				
Application for Tree permit	Permit to remove protected trees				

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Application for general authorisation for water uses	General authorisation for water use	Indicator/Outputs	Hours	Cost/hr	Total cost
Sub Total					R 0,00
Objective 2 : Heritage Impact Assessment (HIA)					
Phase 1: Planning					
1. Conduct Heritage Impact Assessment	Heritage Impact Assessment report :				
	HIA : Road & Borrow pits:				
Sub Total					
Objective 3 : Basic Assessment Report (BAR) & Environmental Management Plan for Borrow Pits (EMP)					
Phase 1: Planning					
Activities					
Compile Basic Assessment Report (BAR) & Environmental Management Plan according to Regulation 52 of MRPDA (2003)	Basic assessment reports and the Environmental Management Plan		0	0	R 0,00

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Financial Provision	Closure plan with Quatum calculations	L-sum								
	Sub Total									R 0,00
DISBURSEMENTS: PLANNING										
Advertisement										
Item				Rate/advertisement	No. of advertisements					Total cost
Press Advertisement										R 0,00
On-site advertisement										R 0,00
Sub Total										R 0,00
Maps										
Items				Charge/map	No. of maps					Total cost
Locality maps										R 0,00
Topographical maps										R 0,00
Sub Total										R 0,00
Reports										
Items				Charge/page A4	No. of pages/reports					Total cost
EIA Reports - Basic assessment report										R 0,00
EMP Reports										R 0,00

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Monthly Reports						R 0,00
Binding Reports						R 0,00
Colour pages						R 0,00
Sub Total						R 0,00
Travelling: Planning						
Trips and Specify Purpose						Total costs
Purpose of trips: Planning						
Preliminary site visit						R 0,00
Investigation trips						R 0,00
Public participation						R 0,00
Permit trees, Water use authorisations						R 0,00
Submission to stakeholder department						R 0,00
Stakeholder department site visit						R 0,00
Sub Total						R 0,00
Total costs (Disbursement)						
						R 0,00

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

**BILL OF QUANTITY FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS ACROSS FIVE DISTRICTS
WITHIN THE MOPANI DISTRICT IN LIMPOPO PROVINCE.**

Objective 1: Environmental Assessment				
Phase 1: Planning				
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost
Project Inception	Site visit report			
Pre-Consultation Meeting	Stakeholder dept			
Public participation for borrow pits	Minutes and attendance registers			
Newspaper & On site Advertisement	Newspaper & On site Advertisement on site			
Field investigation	Field assessment / investigation report			
Compile Basic Assessment Report	Basic Assessment Report			
Compile Environmental management plan	EMP for road surface & Bridge			
Application for Tree permit	Permit to remove protected trees			
Application for general authorisation for water uses	General authorisation for water use			
Sub Total				R 0,00
Objective 2 : Heritage Impact Assessment (HIA)				

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Activities	Indicator/Outputs	Hours	Cost/hr	Total cost
Phase 1: Planning				
1. Conduct Heritage Impact Assessment	Heritage Impact Assessment report :			
	HIA : Road & Borrow pits:			
Sub Total				
Objective 3 : Basic Assessment Report (BAR) & Environmental Management Plan for Borrow Pits (EMP)				
Phase 1: Planning				
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost
Compile Basic Assessment Report (BAR) & Environmental Management Plan according to Regulation 52 of MRPDA (2003)	Basic assessment reports and the Environmental Management Plan	0	0	R 0,00
Financial Provision	Closure plan with Quatum calculations	Lsum		
	Sub Total			R 0,00
DISBURSEMENTS: PLANNING				
Advertisement				

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Item	Rate/advertisement	No. of advertisements	Total cost
Press Advertisement			R 0,00
On-site advertisement			R 0,00
Sub Total			R 0,00
Maps			
Items	Charge/map	No. of maps	Total cost
Locality maps			R 0,00
Topographical maps			R 0,00
Sub Total			R 0,00
Reports			
Items	Charge/page A4	No. of pages/reports	Total cost
EIA Reports - Basic assessment report			R 0,00
EMP Reports			R 0,00
Monthly Reports			R 0,00
Binding Reports			R 0,00
Colour pages			R 0,00
Sub Total			R 0,00

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Travelling: Planning					
Trips and Specify Purpose	Rate/km	Total km/trip	No of trips	Total costs	
Purpose of trips: Planning					
Preliminary site visit				R 0,00	
Investigation trips				R 0,00	
Public participation				R 0,00	
Permit trees, Water use authorisations				R 0,00	
Submission to stakeholder department				R 0,00	
Stakeholder department site visit				R 0,00	
Sub Total				R 0,00	
Total costs (Disbursement)				R 0,00	

**BILL OF QUANTITY FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS ACROSS FIVE DISTRICTS
WITHIN THE VHEMBE DISTRICT IN LIMPOPO PROVINCE.**

Objective 1: Environmental Assessment			
Phase 1: Planning			
Activities	Indicator/Outputs	Hours	Cost/hr
Project Inception	Site visit report		
			Total cost

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Pre-Consultation Meeting	Stakeholder dept				
Public participation for borrow pits	Minutes and attendance registers				
Newspaper & On site Advertisement	Newspaper & On site Advertisement on site				
Field investigation	Field assessment / investigation report				
Compile Basic Assessment Report	Basic Assessment Report				
Compile Environmental management plan	EMP for road surface & Bridge				
Application for Tree permit	Permit to remove protected trees				
Application for general authorisation for water uses	General authorisation for water use				
Sub Total					R 0,00
Objective 2 : Heritage Impact Assessment (HIA)					
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost	
Phase 1: Planning					
1. Conduct Heritage Impact Assessment	Heritage Impact Assessment report :				
	HIA : Road & Borrow pits:				

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Sub Total						
Objective 3 : Basic Assessment Report (BAR) & Environmental Management Plan for Borrow Pits (EMP)						
Phase 1: Planning						
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost		
Compile Basic Assessment Report (BAR) & Environmental Management Plan according to Regulation 52 of MRPDA (2003)	Basic assessment reports and the Environmental Management Plan	0	0	R 0,00		
Financial Provision	Closure plan with Quatum calculations	Lsum				
	Sub Total			R 0,00		
DISBURSEMENTS: PLANNING						
Advertisement						
Item	Rate/advertisement	No. of advertisements	Total cost			
Press Advertisement			R 0,00			
On-site advertisement			R 0,00			
Sub Total			R 0,00			
Maps						

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Items	Charge/map	No. of maps	Total cost	
Locality maps			R 0,00	
Topographical maps			R 0,00	
Sub Total			R 0,00	
Reports				
Items	Charge/page A4	No. of pages/reports	Total cost	
EIA Reports - Basic assessment report			R 0,00	
EMP Reports			R 0,00	
Monthly Reports			R 0,00	
Binding Reports			R 0,00	
Colour pages			R 0,00	
Sub Total			R 0,00	
Travelling: Planning				
Trips and Specify Purpose	Rate/km	Total km/trip	No of trips	Total costs
Purpose of trips: Planning				
Preliminary site visit				R 0,00
Investigation trips				R 0,00

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Public participation				R 0,00
Permit trees, Water use authorisations				R 0,00
Submission to stakeholder department				R 0,00
Stakeholder department site visit				R 0,00
Sub Total				R 0,00
Total costs (Disbursement)				R 0,00

**BILL OF QUANTITY FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS ACROSS FIVE DISTRICTS
WITHIN THE CAPRICORN DISTRICT IN LIMPOPO PROVINCE.**

Objective 1: Environmental Assessment				
Phase 1: Planning				
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost
Project Inception	Site visit report			
Pre-Consultation Meeting	Stakeholder dept			
Public participation for borrow pits	Minutes and attendance registers			
Newspaper & On site Advertisement	Newspaper & On site Advertisement on site			
Field investigation	Field assessment / investigation report			

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Compile Basic Assessment Report	Basic Assessment Report				
Compile Environmental management plan	EMP for road surface & Bridge				
Application for Tree permit	Permit to remove protected trees				
Application for general authorisation for water uses	General authorisation for water use				
Sub Total					R 0,00
Objective 2 : Heritage Impact Assessment (HIA)					
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost	
Phase 1: Planning					
1. Conduct Heritage Impact Assessment	Heritage Impact Assessment report :				
	HIA : Road & Borrow pits:				
Sub Total					
Objective 3 : Basic Assessment Report (BAR) & Environmental Management Plan for Borrow Pits (EMP)					
Phase 1: Planning					
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost	

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Compile Basic Assessment Report (BAR) & Environmental Management Plan according to Regulation 52 of MRPPDA (2003)	Basic assessment reports and the Environmental Management Plan	0	0	R 0,00
Financial Provision	Closure plan with Quatum calculations	Lsum		
	Sub Total			R 0,00
DISBURSEMENTS: PLANNING				
Advertisement				
Item		Rate/advertisement	No. of advertisements	Total cost
Press Advertisement				R 0,00
On-site advertisement				R 0,00
Sub Total				R 0,00
Maps				
Items		Charge/map	No. of maps	Total cost
Locality maps				R 0,00
Topographical maps				R 0,00
Sub Total				R 0,00
Reports				

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Items	Charge/page A4	No. of pages/reports	Total cost
EIA Reports - Basic assessment report			R 0,00
EMP Reports			R 0,00
Monthly Reports			R 0,00
Binding Reports			R 0,00
Colour pages			R 0,00
Sub Total			R 0,00
Travelling: Planning			
Trips and Specify Purpose	Rate/km	Total km/trip	No of trips
Purpose of trips: Planning			
Preliminary site visit			R 0,00
Investigation trips			R 0,00
Public participation			R 0,00
Permit trees, Water use authorisations			R 0,00
Submission to stakeholder department			R 0,00
Stakeholder department site visit			R 0,00
Sub Total			R 0,00

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Total costs (Disbursement)	R 0,00
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BILL OF QUANTITY FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS ACROSS FIVE DISTRICTS WITHIN THE SEKHUKHUNE DISTRICT IN LIMPOPO PROVINCE.					
Objective 1: Environmental Assessment					
Phase 1: Planning					
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost	
Project Inception	Site visit report				
Pre-Consultation Meeting	Stakeholder dept				
Public participation for borrow pits	Minutes and attendance registers				
Newspaper & On site Advertisement	Newspaper & On site Advertisement on site				
Field investigation	Field assessment / investigation report				
Compile Basic Assessment Report	Basic Assessment Report				
Compile Environmental management plan	EMP for road surface & Bridge				
Application for Tree permit	Permit to remove protected trees				
Application for general authorisation for water uses	General authorisation for water use				

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Sub Total						R 0,00
Objective 2 : Heritage Impact Assessment (HIA)						
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost		
Phase 1: Planning						
1. Conduct Heritage Impact Assessment	Heritage Impact Assessment report :					
	HIA : Road & Borrow pits:					
Sub Total						
Objective 3 : Basic Assessment Report (BAR) & Environmental Management Plan for Borrow Pits (EMP)						
Phase 1: Planning						
Activities	Indicator/Outputs	Hours	Cost/hr	Total cost		
Compile Basic Assessment Report (BAR) & Environmental Management Plan according to Regulation 52 of MRPDA (2003)	Basic assessment reports and the Environmental Management Plan	0	0			R 0,00
Financial Provision	Closure plan with Quatum calculations	Lsum				
Sub Total						R 0,00

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

DISBURSEMENTS: PLANNING

Advertisement					
Item	Rate/advertisement	No. of advertisements	Total cost		
Press Advertisement			R 0,00		
On-site advertisement			R 0,00		
Sub Total			R 0,00		
Maps					
Items	Charge/map	No. of maps	Total cost		
Locality maps			R 0,00		
Topographical maps			R 0,00		
Sub Total			R 0,00		
Reports					
Items	Charge/page A4	No. of pages/reports	Total cost		
EIA Reports - Basic assessment report			R 0,00		
EMP Reports			R 0,00		
Monthly Reports			R 0,00		
Binding Reports			R 0,00		
Colour pages			R 0,00		

**TERMS OF REFERENCE FOR ENVIRONMENTAL MANAGEMENT SERVICES FOR A PERIOD OF 05 YEARS ACROSS FIVE DISTRICTS
WITHIN THE LIMPOPO PROVINCE**

Sub Total						R 0,00
Travelling: Planning						
Trips and Specify Purpose			Rate/km	Total km/trip	No of trips	Total costs
Purpose of trips: Planning						
Preliminary site visit						R 0,00
Investigation trips						R 0,00
Public participation						R 0,00
Permit trees, Water use authorisations						R 0,00
Submission to stakeholder department						R 0,00
Stakeholder department site visit						R 0,00
Sub Total						R 0,00
Total costs (Disbursement)						R 0,00