



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID **BID NUMBER: DFFE-B027 (25-26)**

THE APPOINTMENT OF PROVINCIAL PANELS OF SERVICE PROVIDERS (DEPOT OPERATORS) TO MANAGE WASTE TYRE DEPOTS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 24 MONTHS

ENQUIRIES:

Name : SCM Officials
E-Mail : Tenders@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Company name	Supplier registration number	Unique reference number	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

THE CLOSING DATE OF THE BID: 20 APRIL 2026 AT 11:00 AM

There will be non-compulsory briefing session:

Date: 30 MARCH 2026

Time: 10:00 AM – 11:00 AM Platform: Microsoft Teams

<https://teams.microsoft.com/meet/31152737653224?p=asLTP2WjmU3Br3946c>

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT.					
BID NUMBER:	DFFE-B027(25-26)	CLOSING DATE:	20 APRIL 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF PROVINCIAL PANELS OF SERVICE PROVIDERS (DEPOT OPERATORS) TO MANAGE WASTE TYRE DEPOTS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 24 MONTHS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry, Fisheries and the Environment, The Environment House,					
473 Steve Biko Road, Cnr Soutpansberg and Steve Biko Road, Arcadia, Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM Officials		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@dffe.gov.za		E-MAIL ADDRESS		
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 PART B:3]	
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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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

2.2.1 If so, furnish particulars:

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.

.....
.....

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 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

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.

SBD4

combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation **4(2); 5(2); 6(2) and 7(2)** of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
More than 50% (fifty percent) ownership by Black people	20	
More than 50% (fifty percent) ownership by Women	20	
More than 50% (fifty percent) ownership by people with disabilities	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>



**forestry, fisheries
& the environment**

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF THE STATE SUBSCRIBES TO AND PROPAGATES THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

TERMS OF REFERENCE

FOR THE APPOINTMENT OF PROVINCIAL PANELS OF SERVICE PROVIDERS (DEPOT OPERATORS) TO MANAGE WASTE TYRE DEPOTS FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 24 MONTHS.

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1. PURPOSE

- 1.1. The appointment of provincial panels of service providers (Depot Operators) for the management of Waste Tyre Depots for the Department of Forestry, Fisheries, and the Environment's (DFFE) Waste Management Bureau ('Bureau') on "an as and when required basis" for a period of 24 months.



2. INTRODUCTION AND BACKGROUND

- 2.1 The Waste Management Bureau has been established in terms of the National Environmental Management: Waste Amendment Act, 2014 (Act No. 26 of 2014) (NEMWAA) and is mandated to inter alia promote and facilitate minimisation, reuse, recycling, and recovery of waste. **Other relevant legislation and policies for managing waste tyres are the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) (NEMWA); applicable Norms and Standards and Waste Tyre Regulations.** As part of this function, the Bureau intends to appoint Service Providers (Depot Operators) to operate Waste Tyre Depots currently under its jurisdiction.

3. OBJECTIVES

- 3.1. The objective is to establish a panel of service providers (Depot Operators) per province to oversee and manage waste tyre depots. Through this tender process, the Bureau will identify qualified depot operators for inclusion on the relevant provincial panel(s).
- 3.2. Once appointed to a panel, Depot Operators will be invited to respond to Requests for Quotations (RFQs) for specific depots. The Bureau will appoint the successful service providers to manage and operate those facilities. Bidders must indicate the province(s) in which they have the requisite expertise, resources, and capacity to deliver waste tyre depot operation and management services.

4. SCOPE AND EXTENT OF WORK

- 4.1. The Bureau intends to appoint competent and reputable service providers (Depot Operators) to manage and operate its Waste Tyre Depots across the country. The Bureau will enter into a Memorandum of Agreement (MOA) with successful service providers, who will be included on panels of Depot Operators established on a provincial basis. Appointment to a provincial panel shall confer eligibility to manage waste tyre depots within that province, subject to allocation through a Request for Quotation (RFQ) process as prescribed in this bid document.
- 4.2. The management and operation of waste tyre depots includes, among other responsibilities, ensuring that waste tyres are stored and pre-processed in accordance with the relevant and applicable legislative

framework, such as the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008 as amended) (NEMWA), the Waste Tyre Regulations (2017 as amended), applicable Norms and Standards and the Waste Bureau's Standard Operating Procedures (Annexure C).

4.3. The Bureau currently operates twenty-five (25) waste tyre depots and anticipates expanding this network during the 2026/27 and 2027/28 financial years. Table 1 outlines the current depot locations and the number of depots per province, as well as the projected number of additional depots. As the procurement process for additional storage facilities is ongoing, the specific locations of these prospective sites are not yet available. The Bureau will establish provincial panels of Depot Operators through this bid process for the management of both existing and future waste tyre depots.

Table 1 Current and planned number of depots per province

PROVINCE	CURRENT NUMBER OF ACTIVE DEPOTS	CURRENT LOCATIONS	PLANNED NUMBER OF DEPOTS	LOCATION
EASTERN CAPE	3	Nelson Mandela Bay Metro (1), East London, Ngcobo	4	Not yet available
NORTHERN CAPE	1	Upington	2	Not yet available
WESTERN CAPE	2	City of Cape Town, Mossel Bay	4	Not yet available
FREE STATE	2	Kroonstad, Mangaung Metro	2	Not yet available
KWAZULU-NATAL	4	eThekweni (2), Ladysmith, Richards Bay	5	Not yet available
MPUMALANGA	3	Mbombela, Belfast, eMalahleni	2	Not yet available
LIMPOPO	2	Thohoyandou, Polokwane	3	Not yet available
GAUTENG	6	City of Tshwane (1), City of Johannesburg (2), City of Ekurhuleni (2), Westonaria	7	Not yet available
NORTH-WEST	2	Rustenburg, Hartbeespoort	3	Not yet available
TOTAL	25		32	

NOTE: Only the locations of the existing depots are provided, and these are expected to change in 2026 and/or 2027.

4.4. Table 2 provides a provincial breakdown of registered waste tyre collection points and the indicative average monthly mass of waste tyres collected in 2025. The data highlights the scale and distribution of waste tyre generation across South Africa, with a total of 2,484 registered collection points and an estimated 10,498 tonnes of tyres collected monthly.

Table 2 Current number of collection points and mass of waste tyres arising per province annually

PROVINCE	NUMBER OF REGISTERED COLLECTION POINTS	INDICATIVE MONTHLY MASS COLLECTED (2025) (T)	AVERAGE MASS COLLECTED
Eastern Cape	214		1045
Northern Cape	138		116
Western Cape	327		2421
Free State	155		410
Kwa-Zulu Natal	406		1456
Mpumalanga	287		552
Limpopo	210		451
Gauteng	640		3645
Northwest	107		402
TOTAL	• 2484		10 498

4.5. The equipment listed below is owned by the Bureau and is used at waste tyre depots for the pre-processing of waste tyres. Not all depots are currently equipped with such equipment, and the availability and deployment of equipment at each site will be determined based on operational requirements and the relative throughput of each depot, as confirmed during the RFQ stage. Depot Operators may be required to utilise Bureau-owned equipment as part of their operations and will be responsible for its routine operation and maintenance, the cost and reimbursement of which will be specified at the RFQ stage for each depot.

- Mobile balers - Encore Packer model EP100P portable waste tyre balers fitted with Kubota model V2203-M-E3B diesel engines
- Electric balers – Hydraulic V85 Baler manufactured by LSM Engineering Ltd.

4.6. Any equipment supplied by the Bureau for use in the performance of the Services shall be maintained by the Service Provider in accordance with the manufacturer's specifications, guidelines, and recommended service intervals. The Service Provider shall ensure that such equipment remains in proper working condition for the duration of its use, except in respect of major repairs arising from inherent defects, normal end-of-life failure, or issues beyond the reasonable control of the Service Provider.

5. EXPECTED DELIVERABLES / OUTCOMES

- 5.1. The expected outcome of this tender is the appointment of a panel of service providers to efficiently manage Waste Tyre Depots on behalf of the Bureau. Such management includes, but is not limited to, the receiving, sorting, and stacking of waste tyres; baling and shredding, where applicable; as well as the reporting and dispatching of waste tyres for further processing. All activities must be conducted in compliance with applicable legislation, the Waste Tyre Depot Standard Operating Procedures (SOP), the Memorandum of Agreement (MOA) to be concluded between the Bureau and the appointed service provider (Depot Operator), and the specifications issued at RFQ stage.
- 5.2. Appointed Depot Operators will be expected to deliver the following services to ensure the compliant functioning of each Waste Tyre Depot:

Expected Deliverables
<ul style="list-style-type: none">• Joint Site Inspection/Handover Report. Sign off on the state of the depot within 7 days of operating and associated assets including fence, paving, entrance and exit points, the current stock count, and the condition of Bureau-owned equipment, submitted with photographs supporting the report.• May, where applicable, be required to register with the relevant Provincial Authority in accordance with, inter alia, the National Norms and Standards for the Storage of Waste and for the Sorting, Shredding, Grinding, Crushing, Screening or Baling of General Waste, as gazetted.• Receiving, sorting, and stacking of waste tyres into the Depot in accordance with the approved layout plan.• Accurately counting waste tyres delivered to or collected from the Depot and updating stock records accordingly.• Ensuring accurate capturing of deliveries and collections on delivery and collection notes for Transporters and reporting such information to the Bureau.• Capturing details of received or issued waste tyres and updating stock information on the Waste Tyre Information Management System (IMS).• Ensuring that all transactions relating to received and/or issued waste tyres are verified and confirmed by Transporters on delivery/collection notes or on the IMS prior to completion of the transaction.• Ensuring that waste tyres are loaded onto scheduled transport in accordance with Bureau-issued instructions for delivery to processors, recyclers, other depots, or authorised end-users.• Baling of waste tyres, where applicable, using Bureau-provided baling equipment.• Shredding of waste tyres, where applicable and where equipment is available, on behalf of the Bureau.• Cutting of Off-the-Road (OTR) tyres, where applicable and where required by the Bureau.• Provision of 24-hour depot security through a security company registered with PSIRA to ensure the

Expected Deliverables

protection of personnel and all assets at the depot.

- Contracting of an armed-response service to support depot security personnel, on an as-and-when-required basis.
- Full compliance with the Waste Tyre Depots: Standard Operating Procedures (SOP) developed by the Bureau, attached as Annexure C.
- Ensuring that all required staff training is implemented, including firefighting training.
- Performance of the Services in compliance with all applicable legislation, rules, regulations, and policies, including, without limitation, labour and tax legislation.
- Provision of appropriate personal protective equipment (PPE) to all employees and ensuring that all subcontractors are similarly equipped.
- Provision, maintenance, and servicing of mobile firefighting equipment at the Waste Tyre Depot, as and when required.
- Compilation and maintenance of a Health and Safety File and Safety Plan in accordance with the Waste Tyre Depot SOP.
- Maintenance of the Waste Tyre Depot, including, inter alia, vegetation clearing, maintenance of stormwater drainage, and ensuring that the depot is kept neat, orderly, and safe.

5.3. The quantum and specific configuration of the services listed above for each depot will be defined at RFQ stage and will include a detailed technical specification and associated pricing schedule for payment of services rendered.

5.4. Provincial Eligibility

5.4.1 Bidders must indicate, by marking an "X" in Table 3, the province(s) in which they have the resources and capacity to manage one or more waste tyre depots. Only provinces marked "YES" will be considered for appointment to the provincial panel and for the issuance of Requests for Quotation (RFQs) in respect of depots located within those provinces.

Table 3 Bidders to indicate in which provinces they have the resources and capacity to manage at least one waste tyre depot

REF.	PROVINCE	HAS RESOURCES AND CAPACITY TO MANAGE A DEPOT/S
		YES
A1	Eastern Cape	
A2	Northern Cape	
A3	Western Cape	
A4	Free State	
A5	Kwa-Zulu Natal	
A6	Mpumalanga	
A7	Limpopo	
A8	Gauteng	
A9	Northwest	

NB: Failure to complete this table will result in the bid being invalidated.

- 5.4.2 For each province selected, the bidder shall nominate one (1) Site Supervisor meeting the minimum experience requirements set out in Section 9.3 and Annexure A.
- 5.4.3 Each nominated Site Supervisor shall be a distinct individual and may be nominated for one province only. Where a bidder selects multiple provinces, a corresponding number of different Site Supervisors shall be nominated.
- 5.4.4 Where a bidder selects a province in Table 3 but fails to submit a Site Supervisor meeting the minimum experience requirements (refer to Section 9 and Annexure A), the bid shall be deemed non-responsive in respect of that province only.
- 5.4.5 Appointment to a provincial panel confers eligibility only to submit RFQs within that province. The allocation of depots shall be undertaken through an RFQ process and shall be based strictly on price and applicable preference points as detailed in Section 9.4, and subject to ongoing performance monitoring in accordance with this bid document and MOU to be concluded between DFFE and all panel members.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The panel appointment will be valid for a period of twenty-four (24) months after the signing of an MOA by both parties.

7. PANEL UTILISATION

- 7.1. Once enlisted on a provincial panel, the allocation of work shall be undertaken through a Request for Quotation (RFQ) process. Members of the relevant provincial panel will be issued with a project-specific specification and pricing schedule in respect of specific waste tyre depots.
- 7.2. Service providers shall be appointed to manage individual waste tyre depots on an as-and-when-required basis through a Request for Quotation (RFQ) process, based on the evaluation of price and applicable preference points in accordance with Section 9.4.
- 7.3. At RFQ stage, panel members may only submit quotations in respect of depots located within the province(s) for which they have been appointed to the panel, as indicated in Table 3, and for any number of depots issued under the RFQ.
- 7.4. Where a provincial panel comprises fewer than five (5) qualifying panel members at the time an RFQ is to be issued, the Bureau may, in order to ensure adequate competition and continuity of service delivery, extend the invitation to submit quotations to service providers appointed to panels in other provinces. Participation in an RFQ issued under this provision shall not be limited by provincial panel appointment, provided that any service provider responding to the RFQ:
- (a) complies with all mandatory requirements applicable at RFQ stage; and
 - (b) nominates suitably qualified and available resources, including Site Supervisors meeting the minimum experience requirements set out in this bid document, for the specific depot(s) covered by the RFQ.

The inclusion of panel members from other provinces for the purposes of such an RFQ shall apply to that RFQ only and shall not constitute appointment to the panel of the affected province.

- 7.5. The allocation of one or more depots to a service provider shall remain subject to the service provider's ongoing performance, financial standing, and demonstrated operational capacity, including the availability of suitably qualified human resources and key personnel required for the successful execution of the services.
- 7.6. After completion of the RFQ evaluation, and only in respect of the depots for which a service provider is ranked first, the Bureau shall require that service provider to nominate, and confirm the availability of, a dedicated Site Supervisor for each such depot prior to award.

Each depot must have its own Site Supervisor, and the same individual may not be nominated for more than one depot. All Site Supervisors nominated prior to award must meet or exceed the minimum

experience and competency requirements set out in Section 9 and Annexure A. The individual nominated for a depot at this stage need not be the same person originally submitted for provincial eligibility purposes at tender stage.

Failure by a service provider to nominate a suitably qualified and available Site Supervisor for any depot for which it is ranked first prior to award will result in the service provider being bypassed for that depot allocation, without prejudice. The depot will then be offered to the next highest-ranked responsive bidder.

- 7.7. Inclusion on a provincial panel does not guarantee the allocation of any work by the Department of Forestry, Fisheries and the Environment (DFFE).
- 7.8. DFFE, through the Bureau, will monitor and evaluate the performance of appointed service providers on an ongoing basis. Poor or non-performance may result in the cancellation of work orders, the withholding of further allocations, and/or removal from the panel, in accordance with the terms of the contract.
- 7.9. Replacement of Non-Performing Service Providers:
 - 7.9.1 Where a service provider appointed through an RFQ is removed, has its contract cancelled, or is otherwise unable to continue managing a waste tyre depot due to poor performance, non-performance, breach of contract, or any other justifiable reason, the Bureau may replace such service provider in accordance with this clause..
 - 7.9.2 In the first instance, the Bureau may offer the management of the affected depot to the next highest-ranked responsive bidder from the original RFQ for that depot, in descending order of the final evaluated score, provided that such bidder:
 - (a) remains a panel member in good standing at the time of replacement;
 - (b) confirms its willingness and availability to assume the services; and
 - (c) nominates suitably qualified and available resources, including a Site Supervisor meeting the minimum requirements set out in this bid document.
 - 7.9.3 Where a replacement is effected in accordance with clause 7.9.2, such appointment shall be deemed a continuation of the original RFQ, as the pricing, preference points, and evaluation outcomes of the original competitive process remain applicable.
 - 7.9.4 Where no remaining responsive bidder from the original RFQ is available or willing to assume the services, the Bureau may, at its discretion, issue a new RFQ for the affected depot in accordance with the panel utilisation provisions of this bid document.
 - 7.9.5 An RFQ issued in terms of clause 7.9.4 shall be conducted in accordance with the procedures and evaluation criteria applicable to RFQs under this panel.
- 7.10. The preference point system applicable at RFQ stage shall be the 80/20 system (see Section 9.4).

- 7.11. The service provider appointed at RFQ stage shall be required to execute the full scope of services as specified for the relevant depot during the contract period, on an as-and-when-required basis, for a period of twenty-four (24) months from the effective date of panel appointment, unless otherwise specified in the RFQ.
- 7.12. DFFE reserves the right not to appoint any bidder to the panel and/or not to award any work under this tender.
- 7.13. Service providers appointed to manage waste tyre depots following the RFQ process shall be responsible for operating such depots in accordance with Annexure C: Waste Tyre Depots – Standard Operating Procedures, as may be amended or updated by the Bureau from time to time.

8. INFORMATION SESSION

- 8.1. Is the briefing session applicable?

Y

- 8.2. Is it a compulsory briefing session?

N

- 8.3. The briefing session will be held as follows:
- Date: **30 March 2026**
- Time: **10:AM to 11:AM**
- Platform/ Venue: **MS Teams**

<https://teams.microsoft.com/meet/31152737653224?p=asLTP2WjmU3Br3946c>

- 8.4. Request for clarification of the tender document, questions, or queries, if necessary, must be submitted to Tenders@dfpe.gov.za as listed under technical enquiries at least seven (07) calendar days before the stipulated closing date and time of the tender in writing. However, DFFE shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by the bidder.

9. EVALUATION CRITERIA

- 9.1. The evaluation for this bid will be carried out in the following phases:
- Phase 1: Pre-compliance.
 - Phase 2: Mandatory requirement
 - Phase 3: Price and preference points at RFQ stage

9.2. PHASE 1: PRE-COMPLIANCE

9.2.1. During this phase bid documents will be reviewed to determine compliance without disqualification on SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.

9.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
4	Tax Compliance and CSD Registration	CSD supplier number/ CSD registration report and/ or SARS Tax Pin
5	SCM - SBD 1 - Invitation to Bid	Completed and signed
7	SCM - SBD 4 – Bidders Disclosure	Completed and signed
9	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable
10	Letter of Authority to sign documents on behalf of the company.	Signed
11	Consent and Indemnity Form	Completed and signed

9.3. PHASE 2: MANDATORY REQUIREMENT

9.3.1. The mandatory requirements will apply, and bidders must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, the bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

9.3.2. Bidders who fail to comply or meet mandatory requirements will be disqualified and will not be evaluated further.

9.3.3. Bidders are required to complete a table below by answering **YES or NO** and attach proof of the document listed in the table below:

REQUIREMENTS	COMPLIANCE AND PROOF (WHERE APPLICABLE)	
	YES	NO
<p>1. Bidder(s) are required to provide proof of the experience of proposed Site Supervisors¹ in managing waste tyre depots, waste management facilities, or solid waste management activities.</p> <p><u>Acceptable compliance/proof:</u></p> <p><u>Completed Tables A1 – A9 (as applicable to the provinces selected), together with the signed declaration (both in Annexure A).</u></p> <p>Bidders shall indicate, by completing Table 3, the province(s) in which they wish to be eligible to submit Requests for Quotation (RFQs).</p> <p>For each province selected in Table 3, the bidder shall nominate one (1) dedicated Site Supervisor. Each Site Supervisor shall be a distinct individual and may be nominated for one province only.</p> <p>Each proposed Site Supervisor must have a minimum of two (2) years’ cumulative experience, obtained within the last seven (7) years preceding the bid closing date, in the management and operation of a waste tyre depot, waste management facility, or solid waste management activities².</p> <p>Experience shall be demonstrated by completing Tables A1 – A9 in Annexure A. The table shall include month and year (MM/YYYY) start and end dates for each period of experience. The cumulative duration of experience must amount to not less than twenty-four (24) months within the seven-year period.</p> <p>Where a bidder selects a province in Table 3 but fails to nominate a Site Supervisor meeting the minimum experience requirements for that province, the bid shall be deemed non-responsive in respect of that province only.</p>		

¹ Please refer to the SOP (Annexure C) and see Annexure A for the definition of a Site Supervisor

² Please see Annexure A for a detailed description of the term ‘waste management activities’

REQUIREMENTS	COMPLIANCE AND PROOF (WHERE APPLICABLE)	
	YES	NO
<p>The Bureau reserves the right to verify the information provided and to request supporting documentation or a curriculum vitae for any proposed Site Supervisor at tender stage, prior to panel appointment, or at RFQ stage.</p> <p>Failure to comply with this mandatory requirement will result in the bid being deemed non-responsive in respect of the affected province(s).</p>		
<p>2. Bidder(s) must demonstrate that the company has a minimum of two (2) years' cumulative experience, obtained within the ten (10) years preceding the bid closing date, in the management and operation of waste tyre depots, waste management facilities, or qualifying waste management activities³.</p> <p><u>Acceptable compliance/proof:</u></p> <p><u>Completed Table B1 together with the signed declaration (both in Annexure B); and</u></p> <p><u>Signed reference letter(s) on official letterhead for each project listed</u></p> <p>For the purposes of this requirement, cumulative experience may be calculated on an aggregated basis across multiple qualifying projects. Where two (2) or more qualifying projects were executed concurrently, the duration of each project may be counted separately and added to determine the bidder's total cumulative experience.</p> <p>By way of example, the concurrent management of two (2) qualifying facilities over a twenty-four (24) month period shall constitute forty-eight (48) months (four (4) years) of cumulative experience.</p> <p>Experience shall be demonstrated by completing Table B1 in Annexure B, which shall include, for each project:</p> <ul style="list-style-type: none"> • the name and location of the facility or site; • a brief description of the scope of services performed; 		

³ Please see Annexure A for a detailed description of the term 'waste management activities'

REQUIREMENTS	COMPLIANCE AND PROOF (WHERE APPLICABLE)	
	YES	NO
<ul style="list-style-type: none"> the month and year (MM/YYYY) commencement and completion dates; A positive signed reference letter, on the reference company's official letterhead, confirming the bidder's role, scope of services performed, and period of engagement for the project. <p>Only completed or currently operational projects will be accepted. Experience of a purely advisory, consulting, or administrative nature, without responsibility for the operational management of waste facilities or sites, shall not be regarded as qualifying experience.</p> <p>Failure to demonstrate the minimum cumulative company experience of two (2) years within the prescribed ten (10) year period, or failure to submit the required reference letter(s), will result in the bid being deemed non-responsive.</p>		

9.4. PHASE 3: PRICE AND PREFERENCE POINTS (The following will only apply in the RFQ stage)

9.4.1. **Bidders are not required to submit pricing or a quotation at this stage.** The request for quotation (RFQ) will be sent to service providers who will be successful in being included in a panel of service providers as and when the service is required.

9.4.2. The 80/20 preference point system will apply to the request for quotation process, where 80 is for price and 20 for specific goals as follows:

9.4.3. The following preference point system will be followed to advance the categories of persons:

a. For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.

i. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided:

Ps = Points scored for the price of the tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.

ii. total of 20 points may be awarded to a tenderer as follows:

20 Points: if the Bidder has more than 50% (fifty percent) ownership by Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons

9.4.4. The bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.

9.4.5. A maximum of 20 Points will be allocated for either of the specific goals on the table below.

SPECIFIC GOALS	80/20
>50% ownership by Black people, Or	20
>50% ownership by Women, Or	20
>50% ownership by people with Disability	20

9.4.6. For service providers to claim preference points the following must be adhered to:

- a) Submit a complete and signed SBD 6.1,
- b) Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids.
- c) Submit CSD Registration Report or CSD number/ MAAA number

NB: Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

10. BID SUBMISSION REQUIREMENTS

10.1. Bidders must ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

10.1.1. The bidder must draft a table of contents which will indicate where each document is in the proposal.

10.1.2. The proposal shall consist of one (01) master original document and The same proposal shall be submitted as electronic copy in a USB.

10.1.3. The information provided in Annexure A for the proposed Site Supervisor/s should include relevant experience in the chosen area of expertise.

10.1.4. Project reference specifying the role played by the service provider in the listed projects or assignments.

10.1.5. Standard bidding documents (SBD1, , 4 and 6.1).

10.1.6. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

10.1.7. Letter of Authority to sign documents on behalf of the company.

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11. LEGISLATIVE FRAMEWORK OF THE BID

11.1. Tax Legislation

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

11.1.2 Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.

11.1.3 Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

11.1.4 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

11.2. Procurement Legislation

11.2.1 Bidders must be cognisant of the legislation and/or standards specifically applicable to the services.

11.2.2 If the application is made by a Joint Venture or Partnership, the B-BBEE accreditation credentials in the name of joined entities must be submitted. Bidders are required to submit a consolidated B-BBEE certificate, issued by a SANAS-accredited service provider, to verify their collective B-BBEE status. The joint venture must meet the requirements of the proposal

11.3. Privacy and Protection of Personal Information Act 4 of 2013

11.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles by applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

11.3.2 DFFE's role as the responsible party is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective service providers and third parties.

11.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat the personal information which comes to its knowledge as

confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.

11.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.

11.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for evaluation and subsequent award of the tender and by any applicable law.

12. SPECIAL CONDITIONS OF THE CONTRACT

12.1. On appointment, the performance measures for the delivery of the project/s will be closely monitored by the DFFE.

12.2. The service provider/s will have progress meetings quarterly or at more regular intervals as instructed by the Project Manager.

12.3. The Project Manager shall do the ongoing management of the Service Level Agreement.

12.4. Appointed service providers may be subjected to security vetting and screening.

12.5. The service provider/s must guarantee the presence of the Site Supervisor (for each depot allocated through the RFQ process) throughout the duration of the contract.

12.6. Before the appointment of a replacement for the Site Supervisor, the Project Manager must approve such an appointment. If the site supervisor must leave the project, a period of at least one (01) month is required, in which the supervisor must work in parallel with the next person (the Project Team Leader with similar expertise) appointed and able to transfer skills and knowledge.

12.7. All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.

12.8. The service provider shall notify the DFFE in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

12.9. Access to and use of Waste Tyre Depots must be granted to third parties, including exporters, processors and other depot operators, as directed by the Waste Bureau. Such third-party service providers will need to work under the appointed Depot Operator's Norms and Standards registration. Arrangements for the accommodation of such specialist pre-processing activities on Waste Tyre

Depots will be coordinated by the Waste Bureau in conjunction with the Depot Operator and third-party service providers.

12.10. Insurance requirement:

Insurance shall not be required at panel appointment stage.

A service provider appointed through an RFQ to manage a waste tyre depot shall, prior to contract signature or commencement of services (whichever occurs first), obtain and maintain, for the duration of the contract, the following insurance cover in its own name:

(i) Public Liability Insurance

Covering the service provider and the Department of Forestry, Fisheries and the Environment (DFFE) against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in connection with the performance of the services, with a minimum cover of not less than R20 million per occurrence.

The service provider shall be required to submit proof of the above insurance at RFQ award / contract stage, and to maintain such insurance for the full duration of the contract. The DFFE reserves the right to request updated proof of insurance from time to time.

Failure to obtain or maintain the required insurance at the stipulated time may result in the withdrawal of the RFQ award and/or termination of the contract, without prejudice to any other rights available to DFFE.

12.11. The service provider shall be solely responsible for all plant, equipment, machinery, tools, and vehicles that it owns, hires, leases, or otherwise brings to the depot or uses in performing the services, including any such assets used by its subcontractors. The service provider shall, at its own cost, obtain and maintain any insurance it deems necessary to cover loss of or damage to these assets for the duration of the contract. The Bureau shall have no responsibility or liability for any loss of or damage to plant, equipment, or related assets not owned by the Bureau.

12.12. Any equipment supplied by the Bureau for use in the performance of the services must be maintained by the Service Provider in accordance with the manufacturer's specifications, guidelines, and recommended service intervals. The Service Provider shall ensure that the equipment remains in proper working condition for the duration of its use except for any major repairs arising from inherent defects or issues beyond the Service Provider's control. The following procedures must be followed regarding the use of Bureau equipment:

- **Pre-Use Inspection:** Before commencing service or using Bureau-supplied equipment, the Service Provider and Bureau (or their designated representatives) shall jointly inspect the equipment to verify its condition, note any existing damage or deficiencies, and document its operational status. Both parties shall sign a Pre-Use Inspection Report detailing the condition of the equipment.

- **Post-Use Inspection:** Upon completion of the service or return of the equipment, the Service Provider and Bureau (or their designated representatives) shall conduct a Post-Use Inspection to assess the equipment's condition. A Post-Use Inspection Report shall be prepared to document any changes in condition compared to the Pre-Use Inspection Report.
 - **Return of Equipment:** The Service Provider shall return the Bureau-supplied equipment in good working order, allowing for fair wear and tear. Fair wear and tear shall be determined based on normal use under the agreed service conditions. The Service Provider shall be liable for any loss or damage to the equipment beyond fair wear and tear, including costs for repairs or replacements necessary to restore the equipment to its pre-use condition.
- 12.13. DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be evaluated further.
- 12.14. DFFE reserves the right to seek clarity, request additional information and verify documents submitted by bidders
- 12.15. A trust, consortium, or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g., two or more companies claiming preference points, Ownership/ Directorship will be combined and divided by the number of companies to ascertain the preference points),
- 12.16. DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed.
- 12.17. If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 (fourteen) days as to why: -
- 12.17.1.the Tender may not be disqualified, or,
- 12.17.2. if the Tender has already been awarded to the Bidder, why the contract should not be terminated.
- 12.18. After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract in whole or in part and if applicable, claim damages from the Bidder.
- 12.19. Poor or non-performance by the bidder will result in the cancellation of contracts.
- 12.20. Please take note that DFFE is not bound to select any of the firms submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.21. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

13. TECHNICAL ENQUIRIES

- . 13.1. Should you require any further information in this regard, please do not hesitate to send written enquiries to: Tenders@dfre.gov.za

14. ANNEXURE A –TEMPLATE TO BE COMPLETED FOR THE EXPERIENCE OF THE PROPOSED SITE SUPERVISOR/S

Mandatory Requirement:

Each proposed Site Supervisor must have a minimum of two (2) years' cumulative experience, obtained within the seven (7) years preceding the bid closing date, in the management and operation of waste tyre depots, waste management facilities, or solid waste management operations.

Bidders shall nominate one (1) dedicated Site Supervisor for each province selected in Table 3. Selection of a province without the nomination of a compliant Site Supervisor shall render the bid non-responsive in respect of that province only.

Where a bidder proposes the same individual for more than one province, the Site Supervisor will be evaluated only for the first province listed in Table 3, in the order presented. All subsequent provinces for which the same individual is proposed will be deemed non-responsive.

There is no limit to the number of provinces a bidder may select, provided that a separate compliant Site Supervisor is nominated for each selected province. Failure to nominate a compliant Site Supervisor for any selected province will render the bid non-responsive for that province.

Bidders must complete one Site Supervisor Experience Table for each nominated Site Supervisor. Failure to complete all required fields in the Experience Table will result in the proposed Site Supervisor being deemed non-responsive.

Definition – Site Supervisor

Site Supervisor means a person appointed by the Depot Operator who has the authority to ensure that all precautionary measures, operational procedures, and compliance requirements established by the Depot Operator are implemented and carried out at a specific Waste Tyre Depot. The Site Supervisor is responsible for the day-to-day operational management of the depot in accordance with the Waste Tyre Depot Standard Operating Procedures (SOP) and any directives issued by the Waste Management Bureau (Bureau).

Clarification of “Waste Management Activities”

For the purposes of this tender, “waste management activities” shall be interpreted to mean the operational management, supervision, or control of activities directly related to the handling, storage, processing, treatment, recovery, transport coordination, or disposal of waste at a licensed or authorised facility or site.

Such activities shall include, but are not limited to:

- Day-to-day site or facility supervision;
- Management of waste receipt, handling, stockpiling, or storage areas;
- Coordination and oversight of waste movement, loading, and dispatch;
- Implementation and monitoring of site operating procedures;
- Supervision of personnel engaged in waste management operations; and
- Compliance with applicable waste-related operational requirements.

Experience of a purely administrative, advisory, consulting, policy, regulatory, or office-based nature, without demonstrable responsibility for on-site operational management or supervision, shall not be regarded as qualifying “waste management activities” for the purposes of this requirement.

Table A1 Site Supervisor Relevant Experience (EASTERN CAPE)

Name of Site Supervisor	Employer / Organisation	Facility / Site Name	Nature of Facility / Activity (e.g. waste tyre depot, waste management facility)	Position Held	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Total Duration (Months)	Client Reference Name	Client Reference Contact Details

Table A2 Site Supervisor Relevant Experience (NORTHERN CAPE)

Name of Site Supervisor	Employer / Organisation	Facility / Site Name	Nature of Facility / Activity (e.g. waste tyre depot, waste management facility)	Position Held	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Total Duration (Months)	Client Reference Name	Client Reference Contact Details

Table A3 Site Supervisor Relevant Experience (WESTERN CAPE)

Name of Site Supervisor	Employer / Organisation	Facility / Site Name	Nature of Facility / Activity (e.g. waste tyre depot, waste management facility)	Position Held	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Total Duration (Months)	Client Reference Name	Client Reference Contact Details

Table A4 Site Supervisor Relevant Experience (FREE STATE)

Name of Site Supervisor	Employer / Organisation	Facility / Site Name	Nature of Facility / Activity (e.g. waste tyre depot, waste management facility)	Position Held	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Total Duration (Months)	Client Reference Name	Client Reference Contact Details

Table A5 Site Supervisor Relevant Experience (KWA-ZULU NATAL)

Name of Site Supervisor	Employer / Organisation	Facility / Site Name	Nature of Facility / Activity (e.g. waste tyre depot, waste management facility)	Position Held	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Total Duration (Months)	Client Reference Name	Client Reference Contact Details

Table A6 Site Supervisor Relevant Experience (MPUMALANGA)

Name of Site Supervisor	Employer / Organisation	Facility / Site Name	Nature of Facility / Activity (e.g. waste tyre depot, waste management facility)	Position Held	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Total Duration (Months)	Client Reference Name	Client Reference Contact Details

Table A7 Site Supervisor Relevant Experience (LIMPOPO)

Name of Site Supervisor	Employer / Organisation	Facility / Site Name	Nature of Facility / Activity (e.g. waste tyre depot, waste management facility)	Position Held	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Total Duration (Months)	Client Reference Name	Client Reference Contact Details

Table A8 Site Supervisor Relevant Experience (GAUTENG)

Name of Site Supervisor	Employer / Organisation	Facility / Site Name	Nature of Facility / Activity (e.g. waste tyre depot, waste management facility)	Position Held	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Total Duration (Months)	Client Reference Name	Client Reference Contact Details

Table A9 Site Supervisor Relevant Experience (NORTH WEST)

Name of Site Supervisor	Employer / Organisation	Facility / Site Name	Nature of Facility / Activity (e.g. waste tyre depot, waste management facility)	Position Held	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Total Duration (Months)	Client Reference Name	Client Reference Contact Details

DECLARATION:

I confirm that the above information is true and correct and that the proposed Site Supervisor/s has at least **two (2) years' relevant experience** as required.

Name & Signature of Authorised Representative: _____

Date: _____

15. ANNEXURE B – COMPANY EXPERIENCE

Mandatory Requirement:

The bidder must demonstrate a minimum of two (2) years' cumulative experience, obtained within the ten (10) years preceding the bid closing date, in the management and operation of waste tyre depots, waste management facilities, or qualifying waste management activities.

For the purposes of this requirement, cumulative experience may be calculated on an aggregated basis across multiple qualifying projects. Where two (2) or more qualifying projects were undertaken concurrently, the duration of each project may be counted separately and accumulated.

By way of example, the concurrent operation or management of two (2) qualifying facilities over a period of twenty-four (24) months shall constitute forty-eight (48) months (four (4) years) of cumulative experience.

Only completed or currently operational projects involving direct responsibility for operational management shall be regarded as qualifying experience. Experience limited to advisory, consulting, or administrative support functions shall not be considered.

Failure to meet this mandatory requirement will result in the bid being deemed non-responsive.

DECLARATION:

I confirm that the above information is true and correct, and that the bidder has a minimum cumulative experience of two (2) years as required.

Name & Signature of Authorised Representative: _____

Date: _____

16. ANNEXURE C – WASTE TYRE DEPOTS: STANDARD OPERATING PROCEDURES



forestry, fisheries
& the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

Waste Bureau
SOUTH AFRICA

WASTE TYRE DEPOTS: STANDARD OPERATING PROCEDURES



Revision 0

August 2024

DOCUMENT CONTROL:

Report title		WASTE TYRE DEPOTS: STANDARD OPERATING PROCEDURES			
Document No.					
Rev	Date	Revision details/status	Prepared by	Reviewed by	Approved by
A	15 August 2024	Draft – full review of SOP	K. Masinga, A. Bowers	D. Vukela	M. Moshoeshoe
0	03 September 2024	1 st Issue	K. Masinga, A. Bowers	D. Vukela	M. Moshoeshoe
Current revision		0			

APPROVAL:

Document No.		Revision	0
Date:	03 September 2024		04 September 2024
Author signature		Approver signature	
Name	A. Bowers	Name	M. Moshoeshoe
Designation	Regional PM	Designation	Acting CEO

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1 DEFINITIONS¹

Approved site layout plan	A site development plan for a depot that has been approved by the relevant local authority for use as a Waste Tyre Depot
Barrel Stacking²	Whole tyres are stacked on their side, on top of each other in a uniform fashion
Competent Supervisor	A person appointed by the Depot Operator with the authority to ensure that precautionary measures taken by the Depot Operator are implemented and carried out at specific Waste Tyre Depot
Depot Operator	A juristic person that is appointed to manage, operate, and maintain a Waste Tyre Depot
Incidents	Per Section 30 of NEMA: “an unexpected, sudden and uncontrolled release of a hazardous substance, including from a major emission, fire or explosion, that has caused or may cause significant harm to the environment, human life or property”
Industry Waste Tyre Management Plan	National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008): Industry Waste Tyre Management Plan. Government Notice Number 4542 of 20 March 2024.
Laced Stacking	Whole tyres are stacked overlapping to create a woven or laced arrangement.
Offtaker	Refers to any downstream user of waste tyres including processors, exporters and recyclers.
OHS	Occupational health and safety
OHS Act	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
OTR	Off the road
PPE	Personal protection equipment
Tyre scrap	Remnants or portions of tyres that are left after being cut or partially processed.
Waste Tyre Depot ('Depot')	The premises that is leased by the Waste Bureau for the purpose of the temporary storage of Waste Tyres and/or the pre-processing thereof, from which the Depot Operator will operate
Waste Tyre Regulations	Waste Tyre Regulations published under Government Notice Number 1064 of 29 September 2017 (as amended on 20 March 2024, Government Notice 4541)

¹ **Note:** The definitions contained in the Waste Tyre Regulations (2017) and Industry Waste Tyre Management Plan are also applicable to this document

² Tyre Stewardship Australia (2019). *Best practice guidelines for tyre storage and fire and emergency preparedness*. <https://www.tyrestewardship.org.au/wp-content/uploads/2020/04/guidelines-for-tyre-storage-report-mar19.pdf>

Waste Tyre Transporter/ A transporter registered with the Waste Bureau and contracted to collect and transport
Transporter Waste Tyres as may be required by the Waste Bureau

2 RELEVANT LEGISLATION

The following is a non-exhaustive list of relevant legislation applicable to waste tyre management:

- National Environmental Management: Waste Act (59/2008) and subsequent amendments (NEMWA);
- National Environmental Management Act (107/1998) and subsequent amendments (NEMA);
- Waste Tyre Regulations (2017);
- National Environmental Management: Waste Act: National Norms and Standards for the Storage of Waste (Government Notice 926, 2013)
- National Environmental Management: Waste Act (59/2008): National Norms and Standards for the sorting, shredding, grinding, crushing, screening or baling of general waste (Government Notice 628, 2017)
- National Environmental Management: Waste Act: National Norms and Standards for Disposal of Waste to Landfill (Government Notice 636, 2013)
- Occupational Health and Safety Act (85 of 1993)
- Applicable land-use, planning and building management bylaws of the local authority where a Waste Tyre Depot is located

3 GENERAL REQUIREMENTS OF DEPOT OPERATORS PER THE INDUSTRY WASTE TYRE MANAGEMENT PLAN

3.1 Duties, roles, and responsibilities of Depot Operators in the implementation of the IndWTMP is per Clause 5.9. Depot Operators must:

- a) Operate and manage the allocated Depot, inclusive of the physical area thereof and the staff component he or she may appoint;
- b) Register with the WMB;
- c) Conclude a contract with one or more Implementers³;
- d) Receive mutilated or pre-processed Waste tyres from registered Transporters, and are prohibited from selling such Waste tyres;
- e) Keep record of the required data and report as contemplated in paragraph 4.8.1, 4.8.2 and 4.8.3 above;
- f) Keep record and report to the Implementer and the WMB on the pre-processing method applied to the Waste tyres under the control of the relevant Depot Operator, and submit such information together with its monthly progress report;
- g) Pre-process Waste tyres according to the requirements and specifications as contemplated in paragraph **Error! Reference source not found.**
- h) Provide the fire prevention measures as per statutory prescriptions, to be in place;
- i) Meet the storage requirements contemplated in regulation 10 of the Waste Tyre Regulations;
- j) Institute labour intensive practices where it can be done practically, feasibly and safely;
- k) Meet all statutory prescribed health and safety standards;
- l) Make use of efficient and practical pollution prevention measures and mitigate all negative environmental impacts as soon as it is detected;
- m) Report negative environmental impacts to the relevant Implementer and the WMB;
- n) Prevent environmental degradation through efficient and practical pollution prevention measures;
- o) Nominate a representative from all of the registered Depot Operators to serve as a member of the IAC; and
- p) Immediately report any fire incidents to the local Municipality.

³ Once this aspect of the IndWTMP is implemented

4 INTRODUCTION

4.1 This *Waste Tyre Depots: Standard Operating Procedures (SOP)* document serves as a guide for Waste Tyre Depot Operators ('Depot Operators') that have been appointed by the Waste Bureau to manage Waste Tyre Depots ('Depots'). It outlines the standard operating procedures for Waste Tyre Depot management, including duties and compliance requirements.

4.2 All Waste Tyre Depot Operators are monitored and evaluated on their ability to fulfil their contractual obligations; their compliance with the requirements of the Waste Bureau, as well as other applicable legislative requirements. The Depot Operator undertakes to comply with all applicable legislation governing Waste Tyre Depots.

5 APPLICABILITY

5.1 All Waste Tyre Depots operated by the Waste Bureau or its agents. It also applies to contractors/subcontractors to Depot Operators that are working at a Depot.

5.2 Third parties that have been duly authorised by the Waste Bureau to undertake specific activities on the site alongside the Depot Operator.

6 REVIEW OF THE WASTE TYRE DEPOT STANDARD OPERATING PROCEDURES

6.1 These Waste Tyre Standard Operating Procedures may be reviewed by the Waste Bureau as and when deemed necessary.

7 DUTIES OF DEPOT OPERATORS

7.1 The following are the general duties of the Depot Operators:

- Receiving and inspecting tyres from transporters
- Sorting and storing tyres in accordance with the stockpile layout plan
- Pre-processing and processing of tyres in accordance with the exigencies of the waste tyre value chain and as directed by the Waste Bureau
- Despatching tyres in accordance with Waste Bureau procedures
- Compliance and Safety
- Documentation and Reporting
- Customer Service
- Environmental Protection

8 OPERATING HOURS AND CONDITIONS

- 8.1 Depots must be open Monday to Friday from 07:30 to 16:30.
- 8.2 Depots must receive or dispatch waste tyres from 08:00 16:00.
- 8.3 Depots may operate outside normal operating hours based on operational requirements and with the authorisation of the Waste Bureau.
- 8.4 Depots must be closed on weekends and Public Holidays.
- 8.5 Depots must only be accessible to registered Waste Tyre Transporters for the purposes of delivering and collecting tyres as directed by the Waste Bureau.
- 8.6 Processors and exporters may be granted access to the depots only when authorised by the Waste Bureau for a specific purpose.
- 8.7 Access to, and use of, Waste Tyre Depots must be granted to third parties to carry out specialist pre-processing activities as directed by the Waste Bureau. Such third-party service providers will need to adhere to the conditions prescribed in this SOP. Arrangements for the accommodation of such specialist pre-processing activities on Waste Tyre Depots will be coordinated by the Waste Bureau in conjunction with the Depot Operator and third-party service providers.

9 GENERAL REQUIREMENTS FOR DEPOT SIGNAGE

- 9.1 Mandatory notice board/s (per applicable legislation) will normally be provided by the Waste Bureau through its Lessor. Requirements for signage applicable to the Depot Operations will be specified in the bid documents and Service Level Agreement concluded with the Depot Operator. (Refer to Annexure A for typical signage requirements).
- 9.2 Signage required outside the depot

Signage should be waterproof and legible in at least 2 (two) official languages (English and appropriate language prevalent in the region). Notice boards should be displayed at the entrance of the Depot facilities and should be of size 2.3m x 2.3m (or similar). The signage must include the following:

- National norms and standards of the storage of waste, i.e.
- The risks involved in entering the site;
- Hours of operation;
- Telephone number of the Depot;

- Address of the Depot;
- Contact details of the Fire Department
- Emergency contact details of:
- Depot Manager;
- Ambulance services;
- Fire department;
- South African Police Services

9.1 Signage required inside the depot

Waste Tyre Depots must have durable and legible signage placed in strategic locations around the Depot in accordance with OHS Act 1993. The Depot operator must be responsible for determining the requirements for safety signage on their site as detailed in their Health and Safety Plan. The signage would typically (inter alia) include:

- PPE requirements
- Prohibition of smoking
- Location of fire extinguishers and first aid box
- Assembly point
- Restricted zones

10 MANDATORY DOCUMENTATION TO BE KEPT ON SITE

- Waste Bureau registration certificate
- Norms and Standards registration Certificate/s
- Municipal approval and fire clearance documentation
- Health and Safety file

11 CUSTODIANSHIP OF WASTE TYRES

11.1 Once a tyre has been collected from a Collection Point and/or has entered a Depot it is registered on the Waste Bureau system and is deemed to be a waste tyre. The Waste Bureau is the custodian of waste tyres stored at Waste Tyre Depots.

12 SALE OF WASTE TYRES

12.1 The sale of waste tyres is not permitted at Depots. Depot Operators may only provide waste tyres to authorised entities/individuals through an official Waste Bureau order or an instruction by a Waste Bureau

official.

13 ACCESS CONTROL AND SECURITY

- 13.1 Depots must be equipped with access control infrastructure (fencing and access gates as specified by the Waste Bureau) to prevent any unauthorised entry into the Depot.
- 13.2 The Depot Operator must appoint an independent PSiRA accredited security service provider to be deployed at the Depot to monitor and patrol the site and take measures to prevent any unauthorised entry during operational and non- operational hours. The appointed security company must ensure that the security guard deployed to the Depot is trained in basic firefighting and is able to contact the fire department and the Depot Manager in case of an emergency.
- 13.3 There should be a minimum of 1 day-shift guard and 2 night-shift guards on site at all times.
- 13.4 The Operator shall ensure that a licensed and accredited 24-hour armed response service is in place to support on-site security operations at the Depot. This service must be available at all times to respond to any security breaches, emergencies, or threats to the safety of personnel, assets, and materials stored at the depot.
- 13.5 All Waste Bureau staff, Depot staff, Waste Tyre Transporters and visitors must complete an access control register when arriving at the site.
- 13.6 Security guards must inspect the inside of vehicles wanting to enter the Depot if they suspect there are hazardous or unauthorised items and other waste categories. Vehicles found in possession of hazardous or unauthorised items and other waste categories must be prevented from entering the Depot
- 13.7 The following information must be provided on the access control register for visitors (excluding Transporters):
- Date
 - Time in and time out
 - Name of the company (where applicable);
 - Names of the visitor/s (where applicable);
 - Contact number
 - Vehicle registration;
 - Purpose of the visit.
- 13.1 The following information must be provided on the access control register for Transporters:

- Date
- Time in and time out
- Name of the company (where applicable);
- Names of the driver;
- Contact number
- Vehicle registration;
- Trailer registration;

14 WASTE TYRE RECEIVING PROCEDURES

14.1 When a waste tyre Transporter arrives at the main gate:

- 14.1.1 Security at the Depot must ensure that the Transporter completes the register.
- 14.1.2 Security may request that the driver and assistants undertake a random breathalyser test (see Clause 25.17 for further requirements).
- 14.1.3 Where a weighbridge is available, the incoming (laden) mass of the vehicle is to be recorded. The outgoing mass of the vehicle (tare weight) must also be recorded to determine the mass of waste tyres delivered. The system for managing and storing this data will be as directed by the Waste Bureau.
- 14.1.4 The Depot Manager must then direct the truck to the correct off-loading area

14.2 Offloading and counting procedures

- 14.2.1 After completing the access and security control checks, the Transporter must stop at the designated off-loading area.
- 14.2.2 The Transporter must offload the waste tyres with both the Depot staff member and the Transporter counting the tyres while offloading.
- 14.2.3 The Transporter and Depot staff must maintain a safe distance away from the truck to ensure safety while the tyres are offloaded.

14.3 Verification and approval of offloaded tyre quantities

- 14.3.1 The Depot Manager must request a collection/delivery note from the Transporter to validate the actual quantities of tyres offloaded.
- 14.3.2 Both the Transporter and the Depot staff member must agree on the categories and quantities of tyres offloaded.

- 14.3.3 The tyres will be recounted by both the Transporter and the Depot staff member where discrepancies have been identified.
- 14.3.4 The Depot Manager must sign the collection/delivery note as confirmation of actual quantities and categories delivered at the Depot by the Transporter.
- 14.3.5 The Depot administrator must keep a copy of the signed collection/delivery notes on file at the depot.
- 14.3.6 The Transporter must also retain a copy of the collection/delivery notes

15 EQUIPMENT FOR MOVING TYRES

- 15.1 Depot Operators must be able to move Waste Tyres efficiently and safely during normal operations. Appropriate equipment includes forklifts, tyre grabs, excavators, bulldozers, front-end loaders or other earthmoving machinery.
- 15.2 Depot Operators will be required to supply their own equipment for moving Waste Tyres at Depots. The type of equipment deployed should be suitable for the ground conditions encountered at depots and the type of loading/stacking required (e.g. loose tyres, bales, shreds). The Waste Bureau may specify the type of equipment required when procuring service providers to operate Depots.
- 15.3 Depot Operators will be responsible for operating and maintaining the equipment they supply. Penalties may apply should equipment not be available. These will be specified in the Depot Operator's contract agreement with the Waste Bureau.

16 STACKING PROCEDURES

- 16.1 Stacking should be done according to an approved site layout plan. The site layout plan should be developed in accordance with the requirements of the Waste Tyre Regulations, 2017 (as amended).
- 16.2 For ease of selection (for pre-processing and despatch) tyres should stacked according to type:
- Commercial/truck tyres;
 - Passenger tyres 13 in. to 22 in.;
 - 4x4;
 - Small recreational tyres;
 - Tubing;
 - Scrap; or
 - Bales

- 16.3 Solid tyres (typically OTRs or truck tyres) can be used to create a boundary around the edge of a stockpile to retain scrap. Preference should be given to using tyres that are not in demand from processors.
- 16.4 Barrel and laced stacking are the preferred methods for stacking tyres in stockpiles for long term storage. Tread up stacking is permissible when preparing large tyre types for despatch (truck tyres and larger).
- 16.5 Stacking tyres randomly in a pile for long periods (greater than a month) must be avoided. Where this has occurred (for example when offloading), tyres in the stockpile must be extracted and sorted by type and then re-stacked in accordance with acceptable long term stacking methods.
- 16.6 Aisles between tyre stockpiles should remain clear from all combustible material and allow for fire fighter access
- 16.7 Storing whole tyre bales for periods longer than six months is not encouraged and should be authorised by the Waste Bureau. Baling should be undertaken as a pre-process for downstream Processors and Exporters or for efficient transport.
- 16.8 Baled Tyre Scrap can be stored for long periods (in stockpiles compliant with the Waste Tyre Regulations) until such time as an Offtaker is able to make use of the Tyre Scrap stock.

17 WASTE TYRE DESPATCHING PROCEDURES

- 17.1 Waste Tyres are ordered by registered Offtakers through the Waste Bureau's ordering process (typically weekly, or as directed by the Waste Bureau).
- 17.2 The Depot Operator must submit regular stock reports at intervals specified by the Waste Bureau. These reports inform the stock available at Depots and allow for the planning of transportation.
- 17.3 Orders and available stock are then evaluated, and orders issued to Transporters to collect the specified Waste Tyres from Depots for transport to Waste Tyres to Offtakers.
- 17.4 Depot Operators also receive the orders and must be prepare the stock ahead of the planned collection date. The orders will specify the tyre type, pre-processing requirements and planned order collection date.

18 PRE-PROCESSING OF WASTE TYRES

- 18.1 Pre-processing of Waste Tyres entails (inter alia) baling, shredding, de-beeding and downsizing of OTR Waste Tyres.
- 18.2 Only baling of Waste Tyres is currently undertaken at Depots. This SOP document will be updated if/when

other modalities of pre-processing is implemented at Depots.

19 BALING OF WASTE TYRES

- 19.1 The baling process refers to the compression of Waste Tyres using a baling machine to maximise stacking at the Depot, for efficient loading of trucks and to maximise transport payloads.
- 19.2 The Waste Bureau will procure suitable baling equipment from time to time as operational requirements dictate. The Waste Bureau or its appointed baler supplier/service provider (not the Depot Operator) will be responsible for the installation of the baling equipment.
- 19.3 Training will be provided by the baler supplier or suitable service provider at the start of a Depot Operator contract unless otherwise specified. Depot Operators will be trained on how to operate and maintain the baling equipment. Certification will be provided to trained staff members. The Depot Operator must ensure that all new baler operators are trained before operating the machinery.
- 19.4 Balers must be serviced and repaired in accordance with the manufacturer's manual and service plan.
- 19.5 The Depot Operator must ensure the baling equipment is restored and handed back to the Waste Bureau in a satisfactory and clean condition in full working order, together with all maintenance and other records, at the end of a depot operations contract.
- 19.6 Bales must meet the nominal specifications as prescribed in Figure 19-1. Deviations to this specification based on the particular needs of a processor will be communicated to the Depot Operator.

Property	Value(s)
Length (of reference bale)	1.33 m (+ 0.08 m/- 0.06 m)
Width (of reference bale)	1.55 m (± 0.07 m)
Depth (of reference bale)	0.83 m (± 0.04 m)
Volume (of enclosing cuboid of reference bale)	1.70 m ³ (+ 0.24 m ³ /- 0.15 m ³)
Mass (of reference bale)	810 kg (± 35 kg)

Figure 19-1 Bale specifications⁴

- 19.6.1 Where depots are equipped with a weighbridge or similar mass measuring device, each bale must be weighed. Penalties may apply, as prescribed in the Depot Operator contract, for consistently underweight bales. The mass of each bale produced must be recorded on a tally

⁴ WRAP (2007). *Specification for the production of tyre bales for use in construction*. Publicly Available Specification (PAS) 108 developed by WRAP (Waste & Resources Action Programme) in collaboration with The British Standards Institution (BSI). Available [online] <https://www.westerntyres.co.uk/assets/pdf/PAS108.pdf>

sheet and retained on site for quality assurance purposes. The bales should be clearly labelled with their mass before transportation or storage.

19.6.2 Where depots are not equipped with a weighbridge or similar mass measuring device, bales should comprise:

- 115 to 125 passenger tyres per bale.
- 65 to 75 4x4 tyres per bale.
- The number of tyres used in each bale produced must be recorded on a tally sheet and retained on site for quality assurance purposes.

19.6.3 Tyres must be compacted and securely bound using steel or high-tensile wire to maintain the integrity of the bale. The binding material should be capable of withstanding the weight and pressure of the compressed tyres without breaking or loosening.

19.6.4 The tyres must be free from significant contamination such as oil, dirt, or debris that could affect the mass or safety of the bale.

20 INVENTORY MANAGEMENT PROCEDURES

20.1 The Depot Operator must capture all deliveries and collections electronically on a daily tracker/tyre movement schedule. The Waste Bureau will provide a template and will specify the format of the data to enable efficient analysis. The following information must be captured daily:

- Date;
- Transporter;
- Collection point;
- Collection type;
- Collection/delivery note number;
- Number of tyres; and
- Category of tyres.

20.2 The Depot Operator must submit the data to the Waste Bureau on a weekly basis. This should be done by close of business on the 1st working day of the week following (or on a day as agreed with the Waste Bureau).

20.3 Stock counts may be required to determine inventory levels at Depots from time to time. These will be managed by the Waste Bureau with the cooperation of the Depot Operator.

21 DEPOT CAPACITY ASSESSMENTS

- 21.1 The Depot Operator must continually monitor capacity consumed (and in turn remaining capacity) by assessing stock levels against the approved site layout plan. The Waste Bureau will provide the Depot Operator with a standard template on which to capture the data. This should be done on a weekly basis as follows:
- 21.1.1 The maximum holding capacity of the Depot must be calculated by summing the number of stockpiles on the approved site layout and multiplying this by the maximum allowable volume of each stockpile (600 m³)⁵.
 - 21.1.2 The Depot Operator must estimate the actual volume of each tyre stockpile visually and capture the type of tyres in each stockpile.
 - 21.1.3 Depots that are over capacity or are non-compliant are likely to have tyres in areas not designated for storage. The estimated volumes of these tyre piles must be captured separately.
 - 21.1.4 The actual volume of each stockpile (in designated and undesignated stockpile areas) must then be summed to calculate the total volume consumed.
 - 21.1.5 The capacity consumed is then the ratio of actual volume to total holding volume.
 - 21.1.6 The Depot Operator must submit this information by close of business on the 1st working day of the week following (or on a day as agreed with the Waste Bureau).

22 DEALING WITH COMPLAINTS

- 22.1 All complaints from the public regarding the Depot must be recorded in the complaints register. These should be reported to the Waste Bureau within 24 hours of the complaint having been received.
- 22.2 Depending on the nature of the complaint, the Depot Operator may be required to investigate and report on the complaint. Mitigating actions to avoid a recurrence of the complaint must be implemented by the Depot Operator where necessary.

23 REPORTING AND RECORD KEEPING

- 23.1 The Depot Manager shall report in writing to the Waste Bureau monthly, or at intervals as prescribed by the Waste Bureau. The report must contain the following information and will normally be submitted with monthly

⁵ Per the Waste Tyre Regulations the maximum volume of a stockpile is 10m (W) x 20m (L) x 3m (H)

invoices (where service providers are procured by the Waste Bureau to manage Depots):

- Tonnage and units per category delivered (inbound) to the Depot;
- Tonnage and units per category collected (outbound) from the Depot;
- The delivery notes and Transporter details of each load received from or provided to a Transporter;
- Details of existing jobs and new jobs created;
- Number of new people employed; and
- Number of people whose employment was terminated.

23.2 All of the above records shall be retained by the Depot Operator and should be available on site for auditing purposes as and when required.

23.3 The generic Health and Safety specification details the reporting and record keeping requirements for OHS (see Section 25)

24 INTERNAL, OVERSIGHT AND EXTERNAL AUDITS

24.1 The Waste Bureau will provide a compliance audit template ('audit schedule') to be used for internal and external audits.

24.2 Depot Operators must conduct monthly self-audits ('internal audits') and submit these to the Waste Bureau on the 1st working day of the month following.

24.3 The Waste Bureau or its Agent will conduct 'oversight' audits on a quarterly basis.

24.4 An independent external auditor must undertake compliance audits biennially as prescribed in the applicable Norms and Standards.

24.5 Auditing of OHS compliance is detailed under Section 25 (Generic Health and Safety Specifications)

24.6 Penalties for non-compliances at the Depot will be as prescribed in the contract between the Waste Bureau and the Depot Operator.

25 GENERIC HEALTH AND SAFETY SPECIFICATIONS

25.1 Application

- 25.1.1 This generic health and safety specification is intended for use as a guide to Depot Operators in developing their site-specific health and safety plan. It is not exhaustive and does not absolve the Depot Operator of their duty to ensure a safe working environment for their employees.

25.1.2 A Depot Operator will be required to develop a site-specific health and safety plan that addresses the OHS risks identified at the Waste Tyre Depot they have been appointed to manage on behalf of the Waste Bureau.

25.1 Provision for Health and Safety costs

25.1.1 The Depot Operator must make adequate provision for the cost of Health & Safety Measures during the execution of depot operations as informed by their site-specific health and safety plan and in compliance with this H&S specification.

25.2 Compensation for Occupational Injuries and Diseases Act (COIDA)

25.2.1 The Depot Operator must submit to the Waste Bureau a valid Letter of Good Standing from the Compensation Commissioner to as proof of registration before commencing with depot operations.

25.3 Health and Safety rules

The Depot Operator must develop site-specific health and safety rules that will be implemented to regulate the Health and Safety aspects on Site. Security and access control must be included in the rules.

25.4 Assigning responsible persons to manage and supervise health and safety on site

25.4.1 The Depot Operator must make management and supervisory appointments as well as any relevant Appointments in writing (as stipulated by the OHS ACT) prior to commencement of work. Proof of competency must be included.

25.4.2 All appointments must be done by the Chief Executive Officer/Managing Director or their delegate in terms of Section 16 of the OHS Act.

25.4.3 Section 8 (2) (g) of the OHS Act (General duties of employers to their employees) is specifically brought to the attention of Depot Operators:

“ensuring that work is performed, and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented.”

25.4.4 In regard to the preceding sub-clause, the Depot Operator must appoint a competent supervisor with the necessary authority to enforce control measures in the interests of health and safety on site

25.5 Health and Safety policy

25.5.1 The Depot Operator must include a Health and Safety Policy in their Health and Safety file

signed by their Chief Executive Officer (or equivalent head of the company/entity). The Policy must outline objectives and how they will be achieved and implemented by the Depot Operator.

25.6 Health and Safety organogram

The Depot Operator must submit an organogram showing the health and safety site management structure including the relevant appointments / competent persons together with contact numbers. In cases where appointments have not been made, the organogram must include the intended positions. The organogram must be updated when there are any changes in the site management structure and should be site-specific.

25.7 Risk Assessment

25.7.1 The Depot Operator must develop risk assessments and method statements by a competent person for the risks that they foresee during depot operations.

25.8 Preliminary Hazard Identification

The following is a set of site-specific sources of risk that have been identified in managing Depots. This is not an exhaustive list and is intended only as a guide. The onus is on the Depot Operator to identify risks and controls measures and mitigating actions to prevent them in their health and safety plan.

- Fire hazards
- Slip, Trip, and fall hazards
- Ergonomic Hazards (handling of heavy tyres)
- Exposure to hazardous substances
- Injuries from machinery and equipment
- Pest and vermin infestations
- Noise hazards
- Heat stress
- Vehicle movement hazards
- Biological hazards (e.g. mosquitos)

25.9 Continuous training of all employees and contract workers should be undertaken, aligned to the Depot Operators risk assessment and method statements. Training should typically include the following:

- Precautionary measures to be taken;
- Procedures that the employees must apply to their work;
- Procedures for dealing with spillage and with accidents;
- Appropriate use of protective clothing; and
- The risks of hazardous substances, to which they are likely to be exposed, to their health.

25.9.1 A sufficient number of employees should receive training to cover for leave periods, and absence due to illness, public holidays or any other reason.

25.9.2 An attendance register must be kept and signed by each employee at each training session and this must be filed in the Health and Safety File.

25.10 Health and Safety Audits

25.10.1 The Waste Bureau, or its agent, will conduct quarterly health and safety inspections including a full audit of site activities and the administration of Health and Safety. Unannounced visits may be conducted as and when needed.

25.10.2 The Depot Operator must provide a corrective action plan within 3 days for all non-compliances found in the quarterly inspections/audits must include proof that all non-compliances have been rectified and an electronic copy must be sent to the Waste Bureau (or its Health and Safety Agent as proof that items have been closed out

25.10.3 The Depot Operator's appointed competent supervisor must conduct weekly inspections/audits and produce a detailed report that must be placed in the Health and Safety file.

25.11 Emergency procedures

25.11.1 The Depot Operator must submit a detailed emergency procedure and evacuation plan with assembly point/s and contact details in the case of any emergency. The procedure must detail the response plan including the following key elements:

- List of key competent personnel appointed to fulfil specific OHS duties as identified in the OHS site-specific plan;
- Details of emergency services.
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous materials
- Emergency procedure(s) must include, but shall not be limited to:
 - Fire, spills, employee accidents, use of hazardous substances, bomb threats, major incidents/accidents etc.

25.11.2 A contact list of all emergency service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

25.11.3 Emergency procedures form part of the Health and Safety file. The Depot Operator must ensure that their staff is trained to perform such duties as required by the OHS Act. All emergency procedures must be monitored on a regular basis.

25.12 First aid

25.12.1 The Depot Operator must appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site.

25.12.2 Depot Operators must supply their own first aid box which should be fully stocked all times.

25.13 Incident/accident reporting and investigation

25.13.1 Injuries are to be categorized into first aid, medical, disabling and fatal. The Depot Operator must stipulate in its Health and Safety plan how it will handle each of these categories. These categories should be used when reporting injuries to the Waste Bureau.

25.13.2 All incidents are reportable in terms of Section 24 of the OHS Act 1993 and must be reported to the Provincial Department of Labour (DoL) in the prescribed manner.

25.13.3 The Depot Operator must provide an Incident Register and must record all incidents when appropriate.

25.13.4 The Depot Operator must immediately notify the Waste Bureau (and its health and safety agent where applicable) of any hazardous or potentially hazardous situations that may arise during the performance of depot operations immediately or within 24 hours by means of a flash report.

25.13.5 The Depot Operator is not permitted to communicate with any source of Media without the consent (in writing) of the Waste Bureau.

25.14 Investigation and reporting of environmental incidents

25.14.1 Depot Operators must ensure that all employees are capable of handling and reporting environmental incidents as prescribed in section 30 of the National Environmental Management Act, 1998 (Act No of 107 of 1998). This ensures that incidents are reported immediately, and any further environmental damages are mitigated.

25.14.2 When an environmental incident has occurred, the following actions should be taken:

- Take immediate action
- Notify the Waste Bureau
- Secure the scene
- Report the incident to all the relevant authorities
- Collect evidence
- Identify and interview
- Analyse evidence
- Clean up

- Incident review
- Reporting
- Documentation
- Follow ups

25.15 Health and safety awareness

The Depot Operator must ensure that onsite toolbox talks take place at least once per week. These talks should deal with risks relevant to site-specific depot operations. A record of attendance must be kept in the Health and Safety file. Depot Operators must ensure that the discussions are recorded in the health and safety file.

25.16 Personal Protective Equipment (PPE)

25.16.1 The Principal Contractor must ensure that all workers are issued and wear PPE, which should include (but not limited to):

- Hard hats
- Safety gloves
- Hearing protection
- Protective footwear
- Hi-Visibility ('hi-viz') vests and overalls.
- The Depot Operator should keep adequate quantities of SANS approved PPE on site always.

25.16.2 The Depot Operator must have the necessary control measures in place should employees continuously fail to use the prescribed PPE.

25.16.3 The Waste Bureau reserves the right to remove any person from the Depot who is working/visiting without necessary PPE.

25.16.4 All visitors to Depots must wear PPE as determined by the Depot Operator in the site-specific health and safety plan. As minimum this should include:

- Protective footwear
- Hi-Visibility ('hi-viz') vest

25.17 Alcohol and drug use

Depot Operators must ensure that they do not allow intoxicated depot staff to enter a Depot, whether under the influence of alcohol or drugs.

25.17.1 The Depot Operator must ensure that no alcohol and other drugs are allowed on site.

25.17.2 Depot Operators must develop a substance abuse policy as part of their health and safety file. This policy should be clearly communicated to their staff. The policy should detail how and when employees will be tested for substances and the consequences for staff that fail a substance abuse test. Depot Operators must use reputable testing equipment and clearly defined procedures for alcohol and drug testing.

25.17.3 Visitors may be subject to random alcohol testing upon entry to a Depot. The frequency of testing of visitors should be documented in the Depot Operator's site-specific health and safety file. Alcohol testing should be conducted using a breathalyser or any other approved method. Visitors who refuse to undergo alcohol testing or are found to be intoxicated will be denied entry to the depot.

25.18 OHS signage

25.18.1 The Depot Operator must provide adequate on-site OHS signage. Including but not limited to: "no unauthorized entry", "report to site office", "site office", and "hard hat area". Signage must be posted up at all entrances to site as well as on site in strategic locations e.g. Access routes, entrances to structures and buildings, scaffolding and other potential risk areas / operations. All Contractors to adhere

25.19 Health and Safety File (HSF)

25.19.1 The Depot Operator must keep and maintain all records to demonstrate compliance with this generic specification and with the OHS Act.

25.19.2 The Depot Operator must ensure that all records of incidents / accidents, emergency procedures training, inspections, audits, etc. are kept in a HSF.

25.19.3 The Depot Operator must maintain the HSF on site always. The HSF is a file with permanent records containing information on aspects of depot operations - which will be necessary to ensure the health and safety of any persons working at or visiting the depot.

25.19.4 The HSF must include all documentation required in terms of the OHS Act and Regulations.

25.19.5 The Depot Operator must appoint a suitably qualified person to prepare the HSF and to keep it up to date for the duration of the contract.

25.19.6 The HSF should contain as a minimum the following information:

- Copy of OHS Act (as updated)
- Proof of Registration and good standing with a COIDA Insurer
- OHS Plan including the foundational risk assessments and method statements

- A list of subcontractors and any third-party entities working on the site
- Appointment/Designation forms
- Registers
- Induction records

25.20 Health and Safety committee

- 25.20.1 The Depot Operator must as a minimum convene monthly Health & Safety meetings. Minutes and records must be kept.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

Date Received _____
 Safetynet Capture _____
 Safetynet Verified: _____
 BAS/LOGIS Capt _____
 BAS/LOGIS Auth _____
 Supplier No. _____

The Director General

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per record held by the banks.

I/We understand that the Department will not held liable for any delayed payments as a result of incorrect information supplied.

Company / Personal Details

Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
Full Names	
Surname	
Persal Number	

Address Detail

	Physical	Postal
Address (Compulsory if Supplier)		
Postal Code	[][][][]	[][][][]

New Detail

New Supplier information
 Update Supplier information

Supplier Type:
 Individual
 Department
 Partnership
 Company
 Trust
 CC
 Other (Specify)

Department Number

Supplier Account Details (To be Verified by the bank)

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

Account Name

Account Number

Branch Name

Branch Number

Bank screen info

ABSA-CIF screen
FNB-Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Account Type Cheque Account
 Savings Account
 Transmission Account
 Bond Account
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number / /

*CC Registration

Bank Stamp

***Please include CC/CK where applicable**

Supplier Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

/ /

Date (dd/mm/yyyy)

NB: All relevant fields must be completed