forestry, fisheries & the environment

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

INVITATION TO BID
BID NUMBER: DFFE-B006 (26/27)

APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEAN UP, REMEDIATION AND REHABILITATION OF THE LICHTENBURG (BIESIESVLEI) WASTE TYRE DEPOT FOR A PERIOD OF SIX (6) MONTHS.

ENQUIRIES:
Name : SCM Officials
Office Telephone No. : 012 399 9892
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

CLOSING DATE OF THE BID: 25 SEPTEMBER 2026 AT 11:00 AM

There will be a non-compulsory briefing session, and the details are as follows:

Date: 19 August 2026
Time: 10H00 - 11H00
MS Teams Link: MS Teams (https://teams.microsoft.com/meet/333850367870111?p=LErc9FruTozeeH4tnr)

NB: Bidders should note that enquiries will only be allowed at least seven (7) days before the tender closes.

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-B006 (26-27)	CLOSING DATE:	25 SEPTEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEAN UP, REMEDIATION AND REHABILITATION OF THE LICHTENBURG (BIESIESVLEI) WASTE TYRE DEPOT FOR A PERIOD OF SIX (6) 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	012 399 9892	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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……..BID NO: DFFE-B006 (26-27)
CLOSING TIME 11:00 AM CLOSING DATE:25 SEPTEMBER 2026

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

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEAN UP, REMEDIATION AND REHABILITATION OF THE LICHTENBURG (BIESIESVLEI) WASTE TYRE DEPOT FOR A PERIOD OF SIX (6) MONTHS.

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……..……...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..

TOTAL: R……

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

Name of Bidder: ……

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

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

6. Period required for commencement with project after acceptance of bid ……

7. Estimated man-days for completion of project ……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……

……

……

……

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials
Tel: (012) 399 9892
E-mail: Tenders@dffe.gov.za

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, stateemployee 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/shaving 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 acontract.

combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible impositionof administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 andor 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

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1. GENERAL CONDITIONS

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

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

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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

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

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.

	.....
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....
	.....

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

APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEAN UP, REMEDIATION AND REHABILITATION OF THE LICHTENBURG (BIESIESVLEI) WASTE TYRE DEPOT FOR A PERIOD OF SIX (6) MONTHS

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1. PURPOSE

1.1. To appoint a service provider that meets the pre-compliance, mandatory and functionality requirements set out in this TOR, on a turnkey basis, to undertake the clean-up, remediation and rehabilitation of the Lichtenburg Waste Tyre Depot, following a fire incident.

1.2. The depot is located at Plot 15, Biesiesvlei, within the Ditsobotla Local Municipality, Northwest Province.

1.3. The service provider will be responsible for delivering a defined remediation outcome, namely the restoration of the affected area to a safe, stable and environmentally compliant condition, in accordance with applicable environmental legislation and standards, as further detailed in this TOR.

2. INTRODUCTION AND BACKGROUND

2.1 The Waste Management Bureau (WMB) ("the Bureau") is established in terms of the National Environmental Management: Waste Amendment Act, 2014 (Act No. 26 of 2014) and is responsible, inter alia, for the promotion and facilitation of waste minimisation, re-use, recycling and recovery of waste in accordance with the National Environmental Management: Waste Act, 2008.

2.2 The Bureau's primary focus includes the management of waste tyres, encompassing the collection of waste tyres from dealers, temporary storage, and processing. In carrying out this mandate, the Bureau leases land from the private sector for use as waste tyre depots and appoints operators to manage these facilities. The Lichtenburg Waste Tyre Depot is one such leased site.

2.3 Circumstances necessitating remediation and rehabilitation of the Lichtenburg (Biesiesvlei) Waste Tyre Depot:

2.3.1. The Lichtenburg Waste Tyre Depot is located on Plot 15, Biesiesvlei, approximately 40 km from Lichtenburg in the Northwest Province, where the Bureau leases approximately 30,000 m² of land for the temporary storage and pre-processing of waste tyres.

2.3.2. On 20 July 2023, a fire originating from adjacent properties, exacerbated by strong winds, spread into the depot and impacted an estimated 28,500 m² of the site.

2.3.3. As a result of the fire, the site contains fire-damaged waste tyre debris and ash, and may include contaminated soil. These conditions necessitate remediation and subsequent rehabilitation of the affected area. The nature and extent of any contamination will be

determined by the Service Provider through the required site investigations and sampling in accordance with this TOR.

2.4 Debris, soil and ash within the southern portion of the site have been cleared and stockpiled northwards in accordance with guidance provided by a specialist from the Department of Forestry, Fisheries and the Environment (DFFE). This preparatory work enables the assessment, treatment and/or removal of contaminated material under this contract.

2.5 The Bureau intends to appoint a service provider to undertake the remediation of fire-affected material, including the treatment, removal and/or disposal of waste tyre debris, soil and ash, as well as the rehabilitation of the site, with the objective of restoring the affected area to a safe, stable and environmentally compliant condition.

2.6 This procurement is structured as a turnkey, outcome-based contract. While the Bureau does not prescribe specific remediation methodologies, the appointed Service Provider shall be responsible for ensuring that the final condition of the site complies with Soil Screening Values (SSV1), as prescribed in the National Norms and Standards for the Remediation of Contaminated Land and Soil Quality, promulgated under the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).

3. OBJECTIVES

3.1. The primary objective of this project is to appoint a suitably qualified and experienced service provider, on a turnkey basis, to undertake the clean-up, remediation and rehabilitation of the site, such that the affected area is restored to a safe, stable and environmentally compliant condition that is compatible with its surrounding agricultural environment.

3.2. This includes, inter alia, the assessment, treatment, removal and/or disposal of fire-affected waste tyre debris, ash and contaminated soil, in a manner that ensures the final condition of the site complies with the applicable Soil Screening Values (SSV1). prescribed in the National Norms and Standards for the Remediation of Contaminated Land and Soil Quality, promulgated under the National Environmental Management: Waste Act.

3.3. A further objective is to rehabilitate the site to a stable and free-draining final condition, enabling the re-establishment of natural vegetation. This shall include the assessment and use of existing stockpiled

material where suitable, and the provision of any additional suitable material required to achieve the final site condition in accordance with the service provider's remediation solution.

4. SCOPE AND EXTENT OF WORK

4.1. The following is expected from the Service Provider:

4.1.1. The Service Provider shall be appointed on a turnkey, outcome-based basis and shall be fully responsible for the design, selection and implementation of a remediation and rehabilitation solution that achieves the required final site condition, in compliance with this TOR and applicable legislation.

4.1.2. The Department does not prescribe remediation methodologies, disposal routes or treatment technologies. The Service Provider shall determine an appropriate solution based on its assessment of site conditions.

4.1.3. The remediation and rehabilitation solution shall be based on site investigations and sampling undertaken by the Service Provider in accordance with the requirements of this TOR.

4.1.4. The Service Provider shall determine and justify site-specific screening and completion values, informed by site conditions, background concentrations (where relevant), land use and risk assessment, provided that such values are not less stringent than SSV1 as prescribed in the National Norms and Standards for the Remediation of Contaminated Land and Soil Quality.

4.1.5. The adequacy, performance and achievement of the required outcomes shall remain the sole professional responsibility of the Service Provider.

4.1.6. The Service Provider shall be responsible for ensuring that all waste classification, handling, transportation, treatment and disposal activities are undertaken in accordance with applicable waste legislation and at appropriately licensed facilities, where applicable.

4.1.7. Upon completion of remediation works, the Service Provider shall rehabilitate the site to a stable and free-draining final condition, suitable for the re-establishment of natural vegetation, in a manner that is compatible with the surrounding environment and minimises long-term environmental risk.

4.1.8. Where security services are required as part of contract execution, such services shall be provided by personnel or entities registered with PSIRA, in accordance with applicable legislation.

4.1.9. The Service Provider shall develop, submit for approval, and implement a Health and Safety Plan and Health and Safety File in accordance with applicable occupational health and

safety legislation, including the Construction Regulations, prior to commencement of work on site and for the duration of the works.

4.1.10. Upon completion of the works, the Service Provider shall submit a comprehensive close-out report, including, inter alia.

- confirmatory sampling and analytical results;
- waste manifests and disposal certificates where applicable;
- records of materials utilised for remediation and rehabilitation; and
- photographic and as-built documentation evidencing compliance with the required final site condition.

4.1.11. The Service Provider shall appoint a Community Liaison Officer (CLO) for the duration of the remediation works. The Department, together with the relevant Ward Councillor, will facilitate the recruitment process. The final appointment and contractual management of the CLO shall be the responsibility of the Service Provider. Remuneration shall be in accordance with the Bargaining Council for the Civil Engineering Industry (BCCEI) rates applicable to a Task Grade 1 worker.

5. EXPECTED DELIVERABLES / OUTCOMES

5.1. The Service Provider shall deliver a fully remediated and rehabilitated site, with the affected area restored to a safe, stable and environmentally compliant condition, suitable for its surrounding land use, and consistent with the objectives of this TOR.

5.2. The primary remediation outcome shall be the achievement of soil quality compliant with the Soil Screening Values (SSV1) prescribed in the National Norms and Standards for the Remediation of Contaminated Land and Soil Quality (GN 331 of 2014), as demonstrated through confirmatory sampling and laboratory analysis conducted by a SANAS-accredited laboratory.

5.3. Rehabilitation outcomes shall include, inter alia:

- a stable and free-draining land surface across the remediated area;
- reinstatement of site levels consistent with the surrounding environment;
- use of existing stockpiled material and/or additional suitable material, as required by the Service Provider's remediation solution;
- conditions suitable for the re-establishment of natural vegetation and minimisation of erosion and long-term environmental risk.

5.4. All waste materials generated through remediation activities shall be classified, handled, transported, treated and/or disposed of in accordance with applicable legislation, with disposal (where applicable) undertaken at appropriately licensed facilities.

5.5. Submission of a comprehensive Close-Out Report, incorporating, inter alia:

5.5.1. All laboratory and field test results generated under this contract;

5.5.2. Waste manifest documentation;

5.5.3. Disposal certificates issued by the receiving facility (if applicable);

5.5.4. Records of materials utilised in the remediation and rehabilitation works; and

5.5.5. As-built drawings reflecting the condition of the site post-rehabilitation.

5.6. Successful completion of the contract shall be determined by the demonstrated achievement of the required final site condition, rather than the specific methods or activities employed by the Service Provider to achieve such outcomes.

6. DURATION OF PROJECT

6.1. The **Works shall be completed within a period of six (6) months**, calculated from the Contract Commencement Date. The **Contract Commencement Date** shall be deemed to be **fourteen (14) calendar days after the date of issue of the Purchase Order (PO)**, generated subsequent to the signing of the Service Level Agreement (SLA) by both parties.

6.2. The Service Provider shall, at the commencement of the contract, prepare and submit a detailed programme setting out the sequence, duration and timing of activities necessary to achieve the required remediation and rehabilitation outcomes within the contractual period.

6.3. The programme shall be submitted to the Department's Project Manager for review and approval. Once approved, the programme shall constitute the baseline programme against which:

- progress will be monitored and reported,
- any requests for extensions of time will be assessed, and
- the application of delay-related penalties, where applicable, will be determined.

6.4. The Service Provider shall be solely responsible for managing its activities, resources and remediation solution so as to achieve the required final site condition within the contractual period.

7. COSTING / COMPREHENSIVE BUDGET

7.1. A comprehensive offer shall be submitted, inclusive of all costs, expenses and applicable taxes necessary to deliver the required remediation and rehabilitation outcomes in accordance with this TOR. Note: Travelling costs and time spent or incurred between home and the office of the Service Provider and the DFFE office will not be for the account of the DFFE.

7.2. The financial offer shall be submitted in the same envelope as the technical proposal and shall include all disbursements, expenses and VAT, where applicable.

7.3. The bidder shall submit a total contract price under **Annexure A** and complete SBD 3.3. In the event of any discrepancy between the bid/quotation price (submitted under **Annexure A**) and the price reflected in SBD 3.3, the latter shall take precedence.

7.4. **Pricing strategy and basis of payment**

7.4.1 This Contract is structured as a turnkey, outcome-based contract. The Service Provider shall be fully responsible for pricing its proposed remediation and rehabilitation solution to achieve the required final site condition, including all associated risks, obligations and deliverables.

7.4.2 The Service Provider shall submit a detailed pricing schedule aligned to its:

- proposed remediation and rehabilitation solution; and
- approved programme of works.

The pricing schedule shall demonstrate how the total contract price is derived.

7.4.3 The pricing schedule shall not consist of a single lump sum amount. Bidders are required to provide a breakdown of costs into clearly identifiable line items, aligned with the minimum cost components specified in section 7.4.4 below. Any bid submitted with only a single lump sum amount, without clearly identifiable line items, shall be deemed non-responsive and shall not be evaluated further.

7.4.4 The pricing schedule shall include separate, clearly identifiable line items, **as a minimum**, for:

- remediation and rehabilitation activities broken down in a manner consistent with the programme;
- health and safety compliance costs, indicated on a monthly basis;
- preparation and submission of the close-out report; and

- Additional cost elements required to deliver the proposed solution shall be separately identified.

7.4.5 The Service Provider shall submit a projected monthly cash flow, linked to the programme activities and deliverables, indicating the anticipated value of work to be executed per month. This cash flow schedule shall form the basis for monthly payment claims, subject to certification by DFFE's Project Manager.

7.4.6 Payment shall be made on a monthly basis, for work executed and deliverables achieved during the relevant period, as certified by DFFE's Project Manager against:

- the approved programme;
- the agreed pricing schedule; and
- demonstrated progress towards the required remediation and rehabilitation outcomes;

7.4.7 No additional payment shall be made for activities, costs or quantities not included in the approved pricing schedule, except where such additional work has been formally authorised in writing in terms of the Contract.

7.5. **Verification of Outcomes and Progress Certification**

7.5.1 The Department will verify the achievement of outcomes and monitor progress under this contract through independent third-party technical experts, appointed and managed separately by the Department.

7.5.2 Progress claims and any associated payment milestones shall be subject to verification and certification by the Department, informed by outputs from the independent technical experts, to confirm that the implemented solution is consistent with the approved technical approach and is demonstrably progressing towards the required outcomes specified in Section 5 of the TOR.

7.5.3 The Department reserves the right to withhold, defer or adjust certification of progress where claimed progress is not adequately demonstrated, is inconsistent with verified site conditions, or does not align with the achievement of the required outcomes.

7.5.4 Bidders are accordingly advised to structure their cost proposals, programme and cash-flow projections to reflect measured, outcome-linked progress, rather than front-end loading of costs or early concentration of payments.

7.6. DFFE reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.

7.7. The validity period is 120 calendar days from the closing date of the bid. The department reserves the right to extend the validity of the bid, where a written letter will be sent through to every bidder that responded to the bid. In terms of procedural fairness, the bidder will be given an opportunity to respond, in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of bid and bid price becomes legally binding in the procurement process. Any bidder, that did not respond to the extension of the bid validity period, in writing, **WILL NOT** be considered further for the bid upon expiry of the initial validity period.

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: **19 August 2026**

Time: **10:00 – 11:00**

Platform/ Venue: **MS-Teams**
(https://teams.microsoft.com/meet/333850367870111?p=LErc9FruTozeeH4tnr)

8.4. Request for clarification of the tender document, questions, or queries, if necessary, must be submitted to the DFFE email: Tenders@dffe.gov.za 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: Functionality Criteria
- Phase 4: Price and Preference Points.

9.2. PHASE 1: PRE-COMPLIANCE

9.2.1. During this phase bid documents will be reviewed to determine compliance 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
3	B-BBBE Certificate or Sworn Affidavit	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 and CSD report
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
6	SBD 3.3 - Aligned to **Annexure A** Pricing Schedule	Completed
7	SCM - SBD 4 – Bidders Disclosure	Completed and signed
~~8~~	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed,
9	In case of bids where Consortia / Joint Ventures are involved, the Consortia/ Joint Venture agreement signed by both parties must be submitted with the bid proposal	JV agreement completed and signed, if applicable
10	In the event of subcontracting, the Service Provider shall notify DFFE in writing of all subcontracts.	Declaration in the Invitation to Bid contained in the original bid document and the sub-contracting agreement signed by the main bidder and the sub-contractor/s
11	Letter of Authority to sign documents on behalf of the company.	Signed
12	Consent and Indemnity Form - Annexure G	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 the table below by answering **YES or NO** and attach proof of the document listed in the table below:

No.	REQUIREMENTS	COMPLY	
		YES	NO

1.	**Site Investigation and Sampling**
	The bidder must demonstrate that it has undertaken a pre-tender in-situ site investigation, comprising not fewer than seventeen (17) soil samples, including:
	• At least two (2) baseline samples, taken:
	  o from areas demonstrably unaffected by site activities, and
	  o located upgradient or otherwise outside the influence of the site
	• At least fifteen (15) samples taken within the fire-affected area, at locations representative of:
	  o visibly impacted zones,
	  o ash/debris accumulation areas, and
	  o underlying soils.
	
	The mandatory analytical scope and minimum investigation requirements is provided in **Annexure B.**
	
	Evidence to be submitted (under Annexure B):
	All of the following must be provided:
	1. Site layout plan
	• showing the boundary of the affected area;
	• all sampling locations clearly plotted;
	• each sample point labelled with a unique identifier.		

No.	REQUIREMENTS	COMPLY	
		YES	NO
	2. Laboratory analytical results • one analysis sheet per sample; • issued by a SANAS-accredited laboratory; • clearly referencing the unique sample ID and coordinates. 3. Photographic evidence • at least one photograph per sample point; • showing sample location and ground conditions; • cross-referenced to the sample identifier. 4. Signed site visit register • indicating date(s) of site access; • signed by the bidder's representative and site representative. **Failure to meet the minimum number of samples or baseline requirements shall result in disqualification.**		
2.	**Professional registration of Project Team Leader (Key Expert 1)** The nominated Project Team Leader (Key Expert 1) must be currently registered, in good standing, with one of the following recognised professional bodies, in a category aligned to the individual's qualifications and professional discipline: • Engineering disciplines (Civil, Environmental or Chemical): o Registration as a **Professional Engineer** (Pr Eng) with the Engineering Council of South Africa (ECSA). • Natural Sciences (Environmental Science, Earth Science, Geology, Soil Science or Soil Chemistry, Chemistry or Analytical Chemistry, Hydrology or Hydrogeology): o Registration as a **Professional Natural Scientist** (Pr Sci Nat) with the South African Council for Natural Scientific Professions (SACNASP). • Environmental Management / Environmental Studies: o Registration as a Registered **Environmental Assessment Practitioner** (EAP) with the Environmental Assessment Practitioners Association of South Africa		

No.	REQUIREMENTS	COMPLY	
		YES	NO
	(EAPASA) and/or Professional Natural Scientist (Pr Sci Nat) with SACNASP, where applicable to the discipline. • Project Management or Construction / Infrastructure Management: o Registration as a **Professional Construction Project Manager** (Pr CPM) or Professional Construction Manager (Pr CM) with the South African Council for the Project and Construction Management Professions (SACPCMP). Bidders must Submit/ attach the professional registration certificate under **Annexure D**. The professional registration must be valid at the time of bid submission. Failure to submit this will lead to disqualification. The Department reserves the right to verify the validity of such registration with the professional bodies listed above.		
3.	**Professional registration of the Technical Specialist (Key Expert 2)** The nominated Technical Specialist (Key Expert 2) must be currently registered, in good standing, with one of the following recognised professional bodies, in a category aligned to the individual's qualifications and area of specialisation: • Engineering disciplines (Chemical Engineering, Environmental Engineering): o Registration as a **Professional Engineer** (Pr Eng) with the Engineering Council of South Africa (ECSA). • Natural Sciences and related technical disciplines (Soil Science or Soil Chemistry; Environmental Science; Geology or Earth Science; Chemistry or Analytical Chemistry; Hydrology or Hydrogeology): o Registration as a **Professional Natural Scientist** (Pr Sci Nat) with the South African Council for Natural Scientific Professions (SACNASP), in a field of practice listed above.		

No.	REQUIREMENTS	COMPLY	
		YES	NO
	Bidders must Submit/ attach professional registration certificate under **Annexure E**. The professional registration must be valid at the time of bid submission. Failure to submit this will lead to disqualification. The Department reserves the right to verify the validity of such registration with the professional bodies listed above.		

9.3.4. **Pre-Tender Site Access for Mandatory Testing**

- For the purposes of complying with the mandatory pre-tender site investigation and sampling requirements, tenderers shall be permitted controlled access to the site.
- Tenderers shall formally request access to the site by submitting a written request to Tenders@dffe.gov.za specifying the proposed date, time and purpose of the site access.
- The Department shall facilitate reasonable access to the site for such purposes and shall not unreasonably withhold or delay access, provided that the requested access is compatible with site safety requirements, operational constraints and applicable regulatory conditions.
- Site access shall be subject to any reasonable conditions imposed by the Department in the interests of safety, security and environmental protection, including requirements relating to induction, supervision, personal protective equipment and conduct on site.
- Tenderers shall be solely responsible for all activities undertaken during site access, including compliance with occupational health and safety legislation, and shall indemnify the Department against any loss, damage, injury or claim arising from such access.

9.4. PHASE 3: FUNCTIONALITY CRITERIA

9.4.1. Only bid proposals that meet mandatory requirement will be evaluated on functionality criteria.

9.4.2. The bidder must score a minimum of **75%,** during Phase 3 (functionality Criteria) of the evaluation to qualify for Phase 4 of the evaluation where only points for price and preference points will be considered.

9.4.3. The following functionality evaluation criteria and values/ indicators will be applicable when evaluating functionality:

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
Confirmation of remediation and rehabilitation approach and feasibility of proposed solution	**The bidder shall submit a structured method statement under Annexure C describing its proposed remediation and rehabilitation approach, based on the results of its pre-tender site investigation. The method statement shall consist of not less than five (5) and not more than ten (10) pages of content, excluding the cover page and index, and shall be presented under the following headings:** **1. Summary of Site Conditions as Identified by the Bidder** (based on their own sampling results) **2. Contaminants of Concern Identified** (explicit cross-reference to analytical parameters) **3. Chosen Remediation Approach** (high-level only; treatment / removal / combination) **4. Pathway to Achieving SSV1 Compliance** (logic, not calculations) **5. Key Assumptions and Constraints** (e.g. stockpiled material uncertainty, depth assumptions) **6. Key Risks Managed by the Contractor** **The purpose of the method statement is for the bidder to demonstrate its understanding of site conditions and the technical feasibility of achieving the required remediation outcomes, for assessment by the Department.** **NOTE:** **Acceptance of the method statement for tender evaluation purposes shall not constitute approval of the remediation methodology, nor shall it transfer any responsibility to the Department for the performance of the remediation works or the achievement of the required final site condition.**	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Confirmation of remediation and rehabilitation approach (method statement)	**Indicator**	**10**
	Method statement which covers all six sub-headings with the indicated content as listed in Annexure C.	5	
	Method statement which covers five of the sub-headings with the indicated content as listed in Annexure C.	4	
	Method statement which covers four of the sub-headings with the indicated content as listed in Annexure C.	3	
	Method statement which covers less than four of the sub-headings with the indicated content as listed in Annexure C.	0	
Qualifications of the Project Team Leader (Key Expert 1) to be assigned to the project.	**Bidder(s) are required to submit / attach a copy of the qualification(s) for the Project Team Leader in one or more of the following fields:** • **Engineering (Civil, Environmental or Chemical Engineering); and/or** • **Natural Sciences (Environmental Science, Earth Science, Geology, Soil Science or Soil Chemistry, Chemistry or Analytical Chemistry, Hydrology or Hydrogeology); and/or** • **Environmental Management / Environmental Studies; and/or** • **Project Management or Construction / Infrastructure Management.** **The qualification(s) must correspond with the individual's professional registration submitted under the Mandatory Requirements.**		
	Qualifications of Project Team Leader (Key Expert 1)	**Indicator**	**10**

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Master's degree qualification (s) at (NQF 9) or higher	5	
	Honours degree/Postgraduate diploma at (NQF 8) qualification (s)	4	
	Bachelor's degree/Advanced Diploma (s) at (NQF 7) qualification (s)	3	
	Diploma/Advanced certificate/ at (NQF 6) qualification (s)	2	
	No qualification (s) attached submitted, Below NQF 6 qualification(s)	0	
Experience of Project Team Leader (Key Expert 1) to be assigned to the project	**Bidders must submit a comprehensive curriculum vitae (CV) for the proposed Project Team Leader (Key Expert 1), demonstrating post-professional-registration experience and track record in one or more of the following project types:** ○ **contaminated land assessment and remediation projects; and/or** ○ **environmental rehabilitation of fire-impacted sites; and/or** ○ **rehabilitation or closure of waste disposal facilities or waste storage sites; and/or** ○ **hazardous waste management, treatment or remediation projects; and/or** ○ **remediation or rehabilitation projects involving contaminated soils, ash, residues or legacy pollution associated with waste or industrial activities.**		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Curriculum vitae are to include specific details of the individual, including: • **details of post-professional-registration experience in the above project types;** • **roles and responsibilities undertaken on each project;** • **duration of involvement on each project (MM/YYYY – MM/YYYY); and** • **contactable references for the projects listed.**		
	Post-registration experience of Project Lead (Key Expert 1) in project types as listed above	**Indicator**	**20**
	10 years or more years of post-registration experience	5	
	8 years or more years but less than 10 years of post-registration experience.	4	
	6 years or more years but less than 8 years of post-registration experience.	3	
	5 years or more years but less than 6 years of post-registration experience.	2	
	Less than 5 years of post-registration experience	0	
Qualifications of Technical Specialist (Key Expert 2) to be assigned to the project.	**Bidder(s) are required to submit / attach a copy of the ~~t~~ qualification(s) for the Technical Specialist in one or more of the following fields:** • **Chemical Engineering;** • **Environmental Engineering;**		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	• **Soil Science or Soil Chemistry;** • **Environmental Science;** • **Geology or Earth Science;** • **Chemistry or Analytical Chemistry;** • **Hydrology or Hydrogeology.** **The qualification(s) must be consistent with the individual's professional registration and applicable to the technical aspects of environmental rehabilitation or remediation projects.**		
	Qualifications of Technical Specialist (Key Expert 2)	**Indicator**	**10**
	Master's degree qualification (s) at (NQF 9) or higher	5	
	Honours degree/Postgraduate diploma at (NQF 8) qualification (s)	4	
	Bachelor's degree/Advanced Diploma (s) at (NQF 7) qualification (s)	3	
	Diploma/Advanced certificate/ at (NQF 6) qualification (s)	2	
	No qualification (s) attached submitted, Below NQF 6 qualification(s)	0	
	Bidders must submit a comprehensive curriculum vitae (CV) for the proposed Technical Specialist (Key Expert 2), demonstrating post-professional-registration experience and technical experience in one or more of the following project types: • **contaminated land assessment and remediation projects; and/or** • **environmental rehabilitation of fire-impacted sites; and/or** • **rehabilitation or closure of waste disposal facilities or waste storage sites; and/or**		

<table>
<tr><th>GUIDELINES FOR CATEGORY CRITERIA</th><th colspan="2">FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)</th><th>WEIGHT</th></tr>
<tr><td rowspan="8">Experience and track record of Technical Specialist (Key Expert 2) to be assigned to the project</td><td colspan="3">• hazardous waste management, treatment or remediation projects; and/or
• remediation or rehabilitation projects involving contaminated soils, ash, residues or legacy pollution associated with waste or industrial activities.

The CV must clearly include:
• details of post-professional-registration experience in the above project types;
• roles and responsibilities undertaken on each project;
• duration of involvement on each project (MM/YYYY – MM/YYYY); and
• contactable references for the projects listed.</td></tr>
<tr><td>Years post-registration experience of Technical Specialist (Key Expert 2) in environmental rehabilitation or remediation projects</td><td>Indicator</td><td rowspan="6">20</td></tr>
<tr><td>10 years or more years of post-registration experience</td><td>5</td></tr>
<tr><td>8 years and above, and less than 7 years of post-registration experience.</td><td>4</td></tr>
<tr><td>7 years and above, and less than 6 years of post-registration experience.</td><td>3</td></tr>
<tr><td>6 years and above and less than 4 years of post-registration experience.</td><td>2</td></tr>
<tr><td>Less than 5 years of post-registration experience.</td><td>0</td></tr>
<tr><td></td><td colspan="3">Bidder(s) must demonstrate experience in the execution of completed environmental rehabilitation and/or remediation projects.</td></tr>
</table>

<table>
<tr><th>GUIDELINES FOR CATEGORY CRITERIA</th><th colspan="2">FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)</th><th>WEIGHT</th></tr>
<tr><td rowspan="8">The service provider's experience and track record in completed environmental rehabilitation or remediation projects</td><td colspan="3">Such experience must be supported by duly signed, positive reference letters issued by the contracting institution for the referenced projects.
Bidder(s) must submit, under Annexure F, full details of completed projects together with corresponding reference letters that are:
○ Issued on the client's official letterhead;
○ Signed by an authorised representative of the contracting institution; and
○ Contactable for verification purposes.

Each reference letter must clearly indicate:
○ The scope of work undertaken; and
○ Confirmation of satisfactory performance by the service provider.</td></tr>
<tr><td>Company experience in successfully executing and completing environmental rehabilitation or remediation projects</td><td>Indicator</td><td rowspan="6">30</td></tr>
<tr><td>5 successfully and timely implemented projects with 5 duly signed positive reference letters or more</td><td>5</td></tr>
<tr><td>4 successfully and timely implemented projects with 4 duly signed positive reference letters</td><td>4</td></tr>
<tr><td>3 successfully and timely implemented projects with 3 duly signed positive reference letters</td><td>3</td></tr>
<tr><td>2 successfully and timely implemented projects with 2 duly signed positive reference letters</td><td>2</td></tr>
<tr><td>1 successfully and timely implementing projects with 1 duly signed positive reference letters</td><td>1</td></tr>
</table>

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	No successfully and timely implemented project	0	
TOTAL POINTS ON FUNCTIONALITY			**100**

9.5. PHASE 4: PRICE AND PREFERENCE POINTS

9.5.1. The preference point system applicable for this bid is 80/20.

9.5.2. 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. A 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

9.5.3. 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.

9.5.4. 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

9.5.5. 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 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:

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 be in original format and must indicate the prices on **SBD 3.3** and **Annexure A** for a detailed price schedule. The same proposal shall be submitted as electronic copy in a USB.

10.1.3. Standard bidding documents (SBD1, 3.3, 4 and 6.1).

10.1.4. Copy of Central Supplier Database (CSD)

10.1.5. Tax pin certificate from SARS.

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

10.2. A document checklist is provided in **Annexure G** solely for the convenience of bidders to assist in the preparation and submission of their bids. The checklist does not replace, amend, or limit any requirement set out in this Terms of Reference. Bidders remain fully responsible for ensuring that their submissions comply with all requirements contained in the bid document. A

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 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.

11.2.3 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 will be closely monitored by the DFFE.

12.2. The service provider will have fortnightly progress meetings for the duration of the contract and will be required to submit monthly progress reports to the Project Manager, within the stipulated date after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in delayed payment.

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 senior in charge of fieldwork throughout the duration of the contract.

12.6. 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.

12.7. 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.

12.8. The proposals should be submitted with all required information containing technical information.

12.9. 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. This will be undertaken through procedural fairness with and considering *audit alteram partem* principles including PAJA compliance.

12.10. DFFE reserves the right to seek clarity, request additional information and verify documents submitted by bidders. Bidders who fail to provide the requested information within the prescribed will be disqualified and will not be evaluated further or forfeit points.

12.11. A trust, consortium, or joint venture will qualify for Preference Points if their consolidated BBBEE certificate combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g., two or more companies claiming preference points) Bidders will forfeit the preference points for non-submission combined BBBEE certificates.

12.12. DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed. Bidders who fail to provide the requested information within the prescribed timeframe will forfeit the preference points or excluded from the finalisation of the procurement process.

12.13. 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: -

12.13.1 the Tender may not be disqualified, or,

12.13.2 if the Tender has already been awarded to the Bidder, why the contract should not be terminated.

12.14. 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.

12.15. Poor or non-performance by the bidder will result in the cancellation of contracts.

12.16. 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.

12.17. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

12.18. The service provider shall ensure that all waste, material and environmental samples identified or required during the execution of the contract, including those arising from site investigations, remediation activities, or changes to the proposed remediation approach, are collected, analysed and tested at a laboratory accredited by a relevant national or international accreditation body, in accordance with applicable legislation, standards and recognised industry practices.

12.19. The service provider shall, for the full duration of the works on site, provide, manage and pay for its own PSIRA-registered security services to safeguard its staff, plant, equipment and the works. The service provider shall determine the appropriate level of security required and shall not rely, whether in whole or in part, on any existing security arrangements, personnel or infrastructure present at the site. The cost of security services shall be deemed to be included in the contract price as set out in the pricing schedule.

12.20. The following documentation shall be submitted by the service provider prior to the commencement of Works execution:

12.20.1. Health and Safety Plan

12.20.2. Initial programme

12.20.3. Insurances

The service provider shall submit the above documentation within fourteen (14) days of the Commencement Date, and Works execution shall not commence until the documentation has been submitted and accepted by the Department.

12.21. Upon appointment, the service provider shall prepare and submit a detailed project programme for the site clean-up and rehabilitation works, including the preparation of the close-out report. This programme must clearly outline all activities required to complete the works within the stipulated timeframe of six (6) months. The project programme shall be used as the baseline for monitoring progress throughout the project. Any deviations from the programme must be promptly communicated and justified in writing to DFFE's project manager for approval.

12.22. **Delays caused by Climatic Conditions:**

12.22.1.1. No extension of time shall be granted in respect of delays attributable to normal climatic conditions. Normal climatic conditions shall be deemed to include, without limitation, normal rainfall and associated wet conditions of materials, strong winds, and normal seasonal extremes of temperature.

12.22.2. Where delays to critical activities demonstrably exceed the number of working days specified below for the relevant month, such delays shall be deemed to arise from abnormal climatic conditions, and the service provider may submit a claim for an extension of time in accordance with Clause 12.22 of this Contract:

Month	**Allowable delay (working days)**
January	4
February	3
March	2
April	2
May	2
June	2
July	2
August	2
September	2
October	2
November	3
December	4

12.22.3. Any claim arising from abnormal climatic conditions shall be supported by substantiating facts and evidence and shall be submitted timeously as each day or half-day delay is experienced.

12.23. **Extension of Time for Completion**

12.23.1. The service provider shall be entitled to an extension of the Time for Completion where completion of the Works is or will be delayed by circumstances beyond the reasonable control of the service provider, including, but not limited to:

- abnormal climatic conditions as defined in this Contract;
- variations or instructions issued by the Employer;
- delays in the granting of possession of the Site or access thereto;
- delays caused by the Employer, its agents, or other contractors;
- strikes, lockouts or industrial disputes not confined to the service provider's workforce; and
- acts of God, natural disasters, or other force majeure events.

12.23.2. The service provider shall give the Employer written notice of the cause and anticipated extent of the delay within fourteen (14) calendar days of becoming aware of the relevant event. Full and detailed particulars of the claim, including the impact on the programme, shall be submitted within a further twenty-eight (28) calendar days, or such longer period as the Employer may reasonably allow.

12.23.3. The Employer shall, after due assessment, grant such extension of time as is fair and reasonable in the circumstances. No extension of time shall be granted for delays attributable to the service provider's own default, negligence, or failure to provide adequate resources..

12.24. **Liability Insurance**

12.24.1. The Contractor shall, at its own cost, procure and maintain liability insurance for the duration of the Works and the Defects Liability Period. The policy shall provide cover with a limit of indemnity of R5 000 000,00 (five million rand) for any single claim, with the number of claims being unlimited during the Construction and Defects Liability Periods.

12.24.2. Proof of such insurance, in the form of a valid certificate of insurance issued by a registered insurer, shall be submitted to the Employer prior to the Contract Commencement Date and maintained current for the full duration of the Contract.

12.25. The penalty for late completion of the works will be R 3 000 per calendar day.

12.26. **Verification of Outcomes and Certification of Payment**

12.26.1. Payment under this Contract is strictly conditional upon the achievement of verified outcomes and satisfactory progress towards the required outputs, as specified in the TOR.

12.26.2. The Department shall verify the achievement of outcomes and certify progress through independent third-party technical experts appointed and managed separately by the Department.

12.26.3. No progress claim, milestone payment or portion thereof shall be due, payable or certified unless and until the Department has received and accepted verification confirming that the works executed are consistent with the solution proposed by the Service Provider and are demonstrably progressing towards the required outcomes specified in the TOR.

12.26.4. The Department reserves the right to withhold, defer, reduce or decline payment where independent verification has not confirmed the claimed progress, where outcomes have not been achieved, or where the works do not satisfy the performance requirements of the Contract.

12.26.5. The Service Provider acknowledges and agrees that payment is outcome-based and that the risk associated with the adequacy and performance of the proposed solution rests solely with the Service Provider. Accordingly, the Service Provider shall structure its programme, pricing and financial arrangements on the basis that payments will only be released following independent verification and certification by the Department, and not on the basis of incurred costs or expended effort.

12.27. **Waste Transportation (Conditional Requirement)**

12.27.1. The service provider shall ensure that all waste generated, handled, removed or transported from the site in the course of executing the Works is managed and transported in accordance with all applicable legislation, regulations and regulatory authorisations, having due regard to the classification and characteristics of such waste.

12.27.2. Where the transportation of waste requires specific registrations, permits, licences or authorisations, including in respect of hazardous or otherwise regulated waste, the service provider shall, prior to transportation, ensure that appropriately authorised and licensed transporters and vehicles are utilised.

12.27.3. The service provider shall, prior to the removal of waste from site, provide the Department with documentary proof of the required registrations, authorisations and compliance, where such proof is required in terms of applicable legislation.

12.28. **Waste Disposal and Proof of Disposal (Conditional Requirement)**

12.28.1. The service provider shall ensure that all waste removed from site is disposed of only at waste management facilities licensed and authorised to receive the relevant class and type of waste, in accordance with applicable legislation and regulatory requirements.

12.28.2. The service provider shall be responsible for ensuring that waste is disposed of at a facility appropriately classified and licenced for the waste concerned, including, where applicable, facilities authorised for the disposal of hazardous waste.

12.28.3. The service provider shall provide the Department with documentary proof of lawful disposal, including disposal certificates, weighbridge tickets, or other verifiable records issued by the receiving facility, in respect of all waste streams removed from site.

12.29. **Confidentiality**

12.29.1. Each tenderer and the Department shall treat as strictly confidential all information, proposals, pricing, methodologies, technical data, sampling results, analyses, reports and any other material submitted or disclosed in connection with this tender and the execution of the Contract ("Confidential Information").

12.29.2. The Department undertakes that it shall not disclose, share or make available the Confidential Information of any tenderer to any other tenderer, including the successful tenderer, except where such disclosure is required for the lawful evaluation of bids, internal governance processes, or as required by law.

12.29.3. The Department shall similarly ensure that Confidential Information is not used for any purpose other than the evaluation of bids, contract administration, statutory reporting, regulatory oversight, audit or lawful future procurement planning.

12.29.4. The confidentiality obligations of the Department shall not apply to information that:

- is required to be disclosed in terms of applicable law, including but not limited to obligations to National Treasury, the Auditor-General of South Africa, Parliament, courts or regulatory authorities;
- is lawfully in the public domain other than through a breach of this Contract; or
- is disclosed with the prior written consent of the relevant tenderer.

12.29.5. No tenderer or service provider shall publish, disclose or disseminate any Confidential Information relating to the project, site, testing, remediation solutions or outcomes without the prior written consent of the Department.

12.30. **Protection of Tenderer Intellectual Property**

12.30.1. Nothing in this Contract shall be construed as granting the Department the right to disclose, commercialise, replicate or transfer any tenderer's proprietary intellectual property or methodologies to other tenderers or third parties, save to the extent required by law.

12.31. The service provider shall not engage with the media, publish articles, technical papers, case studies, academic research, promotional material or public communications relating to the project, the site or the results of the Works without the prior written approval of the Department.

13. PAYMENT TERMS

13.1. The Service Provider shall provide the Department with a detailed tax invoice with supporting evidence and/or report for deliverables completed. The Department will have 30 (thirty) calendar days after receipt of the tax invoice and supporting evidence to make payment to the Service Provider. Upon receipt of the invoice, the Department will have 7 (seven) calendar days to approve such invoice and relevant evidence and/or report submitted. If the invoice together with the supporting evidence and/or report is approved, the Department shall make a direct payment to the Service Provider within the remaining 23 (twenty-three) calendar days of approval of such invoice and/or report, thus ensuring that payment of invoice is made within the 30 (thirty) calendar days timeframe.

14. TECHNICAL ENQUIRIES

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

15. ANNEXURE A – COST PROPOSAL

Instructions to Bidders

The cost proposal submitted under this Annexure must reflect a complete, compliant and turnkey solution in accordance with the full requirements of this TOR. The Bureau does not prescribe methodologies, quantities, or activities. Prices shall be based on the Service Provider's proposed solution to achieve the specified outcomes in Section 5 of the TOR. No additional payments shall be made for individual methods, quantities, or inputs employed to achieve the outcomes specified.

The Department will not accept cost proposals that exclude, qualify or defer activities required to give effect to the mandatory scope on the basis that such activities are "optional", "to be confirmed", or dependent on post-award variations.

Bidders shall submit, as part of their cost proposal:

- A high-level programme indicating key phases, milestones and overall duration:
    - This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the
    - proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract.
- A corresponding monthly cashflow projection, aligned to the proposed programme:
    - Bidders must state their estimated expenditure indicating the value of work done for each month of the Contract period;
    - The total of the monthly amounts shall be equal to the tendered sum carried to SBD 3.3.

The programme and cashflow are required for evaluation and planning purposes and must be consistent with the proposed technical approach and cost proposal.

Cost Proposal Template

The cost proposal table below is provided as a template. Bidders may insert line items as required to fully price their proposed solution. The total amount tendered shall represent the firm total cost of achieving all expected deliverable/outcomes specified in Section 5 of the TOR.

No.	Activity description	Unit	Quantity	Rate (R)	Amount (R)
Total tendered price (Sum of all items above, excluding VAT)					
Add 15% Value added tax (VAT)					
Total tender price (including VAT) carried forward to SBD 3.3					

Pricing Conditions

- All prices shall be firm and fixed for the duration of the contract.
- The quantities and units reflected are for pricing and evaluation purposes only and shall not alter the outcome-based nature of the contract.
- The Department reserves the right to assess the cost proposal for completeness, internal consistency and alignment with the technical proposal and programme.

16. ANNEXURE B – SITE INVESTIGATION AND SAMPLING REQUIREMENTS

Mandatory Analytical Scope and Minimum Investigation Requirements

Each bidder shall demonstrate that the pre-tender site investigation, undertaken at the bidder's own cost, included intrusive sampling and laboratory analysis sufficient to identify and characterise contaminants associated with waste tyre storage and fire-affected residues, to the extent necessary to:

- Establish relevant contaminants of concern;
- Assess soil quality against the SSV1 Soil Screening Value prescribed in the National Norms and Standards for the Remediation of Contaminated Land and Soil Quality; and
- Classify excavated material and residues, where applicable, for disposal in accordance with the National Norms and Standards for the Assessment of Waste for Landfill Disposal.

Minimum Investigation Baseline

Without limiting the bidder's responsibility to undertake any additional investigation deemed necessary, the pre-tender investigation shall include, as a minimum:

- A systematic intrusive sampling programme comprising test pits or equivalent, at a spacing not exceeding 50 m across the site, supplemented by targeted sampling in visibly impacted areas (including burnt residues, ash deposits, stained soils, and drainage pathways); and
- A minimum of 15 intrusive sampling locations distributed across the site.

Analytical Requirements

The analytical suite shall, as a minimum, include:

- Contaminants typically associated with waste tyre storage and fire-affected residues (including hydrocarbons and combustion by-products);
- General soil quality parameters necessary to interpret contamination behaviour, mobility, and remediation feasibility; and
- Any additional parameters deemed necessary by the bidder, based on site conditions and the proposed remediation solution.

Risk Allocation

Notwithstanding the minimum requirements above:

- The extent and adequacy of the site investigation shall remain entirely the responsibility of the bidder;
- The Employer makes no representation or warranty as to the completeness of site information; and
- By submission of a bid, the bidder is deemed to have satisfied themselves as to the nature, extent, and variability of site conditions, and accepts full responsibility for the adequacy of their remediation methodology and associated pricing.

No additional compensation shall be payable for conditions that could reasonably have been identified through an appropriately diligent site investigation.

17. ANNEXURE C – REMEDIATION APPROACH AND FEASIBILITY

Method statement, attached after this page, shall consist of not less than five (5) and not more than ten (10) pages of content, excluding the cover page and index, and shall be presented under the following headings:

1. Summary of Site Conditions as Identified by the Bidder
(based on their own sampling results)

2. Contaminants of Concern Identified
(explicit cross-reference to analytical parameters)

3. Chosen Remediation Approach
(high-level only; treatment / removal / combination)

4. Pathway to Achieving SSV1 Compliance
(logic, not calculations)

5. Key Assumptions and Constraints
(e.g. stockpiled material uncertainty, depth assumptions)

6. Key Risks Managed by the Contractor

18. ANNEXURE D – CV OF THE PROJECT TEAM LEADER (KEY EXPERT 1)

Tenderers shall submit a curriculum vitae (CV) for the nominated individual, prepared in accordance with the standard CV template provided below.

The CV shall be signed by the nominated Project Team Leader, which signature shall constitute certification that the information provided is true and correct. Certification by a Commissioner of Oaths is not required.

The CV must clearly distinguish between general experience and post-professional-registration experience, with specific emphasis on post-registration experience relevant to the Terms of Reference.

Only experience obtained after the date of professional registration will be considered for evaluation.

CV TEMPLATE

1.	**Surname**	
2.	**Name**	
3.	**National ID / Passport Number**	
4.	**Contact Number**	
5.	**Email Address**	
6.	**Proposed role on the project**	

7. Education:

Year Completed	Institution	Qualification(s) obtained	NQF Level

8. Language skills: Indicate competence on a scale from 1 (basic) to 5 (excellent)

Language	Reading	Speaking	Writing

9. Membership of professional bodies:

Name of professional body	Year joined	Membership Number

10. Other skills: (e.g. Computer literacy, etc.)

11. Present position:

Name of Employer	
Position	
Date from - Date to dd /mm/yy-dd/mm/yy	

12. Key Experience Relevant to the Terms of Reference (Post-Professional Registration Only)

Note:

- *This section must reflect post-professional-registration experience only.*
- *Experience obtained prior to the date of professional registration will not be considered.*
- *The experience must be aligned to the project types specified in the Terms of Reference.*

Name of Employer	Name of Client / Contracting Authority	Project / Facility Description	Role on Assignment	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Duration (months)	Description of Key Experience and Specialisation (aligned to TOR requirements)	Contactable Reference (Name & Contact Details)

The total duration of post-registration experience for scoring purposes will be calculated based on the Start and End Dates provided in the table above. Where a project spans both pre- and post-professional-registration periods, only the portion of the experience obtained after the date of professional registration will be considered for evaluation.

Bidders must clearly indicate the period of involvement that falls after the date of professional registration.

19. ANNEXURE E – CV OF THE TECHNICAL SPECIALIST (KEY EXPERT 2)

Tenderers shall submit a curriculum vitae (CV) for the nominated individual, prepared in accordance with the standard CV template provided below.

The CV shall be signed by the nominated Technical Specialist (Key Expert 2), which signature shall constitute certification that the information provided is true and correct. Certification by a Commissioner of Oaths is not required.

The CV must clearly distinguish between general experience and post-professional-registration experience, with specific emphasis on post-registration experience relevant to the Terms of Reference.

Only experience obtained after the date of professional registration will be considered for evaluation.

CV TEMPLATE

1.	**Surname**	
2.	**Name**	
3.	**National ID / Passport Number**	
4.	**Contact Number**	
5.	**Email Address**	
6.	**Proposed role on the project**	

7. Education:

Year Completed	Institution	Qualification(s) obtained	NQF Level

8. Language skills: Indicate competence on a scale from 1 (basic) to 5 (excellent)

Language	Reading	Speaking	Writing

9. Membership of professional bodies:

Name of professional body	Year joined	Membership Number

10. Other skills: (e.g. Computer literacy, etc.)

11. Present position:

Name of Employer	
Position	
Date from - Date to **dd /mm/yy-dd/mm/yy**	

12. Key Experience Relevant to the Terms of Reference (Post-Professional Registration Only)

Note:

- *This section must reflect post-professional-registration experience only.*
- *Experience obtained prior to the date of professional registration will not be considered.*
- *The experience must be aligned to the project types specified in the Terms of Reference*

Name of Employer	Name of Client / Contracting Authority	Project / Facility Description	Role on Assignment	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Duration (months)	Description of Key Experience and Specialisation (aligned to TOR requirements)	Contactable Reference (Name & Contact Details)

The total duration of post-registration experience for scoring purposes will be calculated based on the Start and End Dates provided in the table above. Where a project spans both pre- and post-professional-registration periods, only the portion of the experience obtained after the date of professional registration will be considered for evaluation.

Bidders must clearly indicate the period of involvement that falls after the date of professional registration.

20. ANNEXURE F – COMPANY EXPERIENCE

Bidders are required to complete the template below to provide details of completed environmental rehabilitation and/or remediation projects submitted in support of their functionality requirements.

The table must be completed in full for each project referenced. Each project listed must be supported by a corresponding duly signed, positive reference letter issued by the contracting institution, as required in the Terms of Reference.

Only projects that are fully completed in this Annexure and supported by compliant reference letters will be considered for evaluation.

Bidders may replicate the table as necessary to include additional projects.

Client / Contracting Authority	Project Description	Nature of Services	Location (Province)	Start Date (MM/YYYY)	End Date (MM/YYYY or "Present")	Reference Letter attached (Y/N)?

21. ANNEXURE G – CONSENT AND INDEMNITY FORM TEMPLATE

Consent and Indemnity Form

CLIENT INFORMATION "CLIENT"			
Client Name	**Department of Forestry, Fisheries and the Environment**	**Authorised Representative**	
Email Address		**Phone Number**	

COMPANY INFORMATION														
Company Name														
Company Registration Number														
Director Name														
Director Surname														
SA ID Number														
Passport Number														

VERIFICATION

☑ **Commercial Enquiry**

Reason for Enquiry:

- **Confirmation of Company Statutory Information**
- **Confirmation of Director Details of the Company**

INDEMNITY

I hereby authorise the Client / the Client's duly authorised verification agent, to forward my personal information, including but not limited to my name, surname, and identity number, to the verification suppliers acting on behalf of the Client (including but not limited to SAPS, the Government of RSA, any educational, training, credit bureau and fraud prevention organisation).

I authorise the Client / the Client's duly authorised verification agent to conduct all verification checks (including but not limited to credit bureau searches, drivers' licenses, employment history, employment salary verification and any other relevant checks in the pre- and post – employment vetting process).

I authorise Client / the Client's duly authorised verification agent to furnish personal information regarding my credentials, whether claimed or not, to the Client. I unconditionally indemnify the Client / the Client's duly authorised verification agent and its verification information suppliers against any liability which results or may result from furnishing information in this regard.

I understand that it is a condition of the South African Police Service and Tertiary Education Institutions, that:

- The information furnished to the Client will be disclosed to me for comment before a decision is made on my employment / application; and
- The Client is responsible for verifying the accuracy in respect of information furnished to the South African Police Service.

Signed at (Place)		**On (Date)**	
Authorised Director Signature			
Name and Surname of Authorised Director			

22. ANNEXURE H – DOCUMENT SUBMISSION CHECKLIST

The document checklist provided below is included solely for the convenience of bidders to assist in the preparation and submission of their bids.

The checklist does not replace, amend, or limit any requirement set out in this Terms of Reference. Bidders remain fully responsible for ensuring that their submissions comply with all requirements, instructions, and conditions contained in the entire bid document.

Failure to submit any required information or supporting documentation, whether or not expressly listed in the checklist, may result in the bid being declared non-responsive.

ITEM NO.	SUBMISSION REQUIREMENTS	SECTION IN DOCUMENT	SUBMITTED (Y/N)
Master Bid Document	Provided and bound	Pre-compliance	
Electronic Copy (USB)	Same as the master bid document	Pre-compliance	
SCM - SBD 1 - Invitation to Bid	Completed and signed	Pre-compliance	
Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin	Pre-compliance	
SBD 3.3 - Aligned to **Annexure A** Pricing Schedule	Completed	Pre-compliance	
SCM - SBD 4 – Bidders Disclosure	Completed and signed	Pre-compliance	
SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed	Pre-compliance	
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	Pre-compliance	
In the event of subcontracting, the Service Provider shall notify DFFE in writing of all subcontracts.	Declaration in the Invitation to Bid contained in the original bid document and the sub-contracting agreement signed by the main bidder and the sub-contractor/s	Pre-compliance	
Letter of Authority to sign documents on behalf of the company.	Completed and signed	Pre-compliance	
Consent and Indemnity Form - **Annexure G**	Completed and signed	Pre-compliance	
Site Investigation and Sampling		Mandatory requirements	

ITEM NO.	SUBMISSION REQUIREMENTS	SECTION IN DOCUMENT	SUBMITTED (Y/N)
	Evidence to be submitted (under **Annexure B**):		
Professional registration of Project Team Leader (Key Expert 1)	Professional registration (under **Annexure D**)	Mandatory requirements	
Professional registration of Technical Key Expert 2)	Professional registration (under **Annexure E**)	Mandatory requirements	
Confirmation of remediation and rehabilitation approach and feasibility of proposed solution	The bidder shall submit a structured method statement under **Annexure C**	Evaluation criteria	
Qualifications of the Project Team Leader (**Key Expert 1**) to be assigned to the project.	Bidder(s) are required to submit / attach a copy of relevant qualification(s) (under **Annexure D**)	Evaluation criteria	
Experience of Project Team Leader (**Key Expert 1**) to be assigned to the project.	Submit/attach a comprehensive curriculum vitae detailing relevant post-professional-registration experience and track record (under **Annexure D**)	Evaluation criteria	
Qualifications of Technical Specialist (**Key Expert 2**) to be assigned to the project.	Bidder(s) are required to submit / attach a copy of relevant qualification(s) (under **Annexure E**)	Evaluation criteria	
Experience and track record of Technical Specialist (**Key Expert 2**) to be assigned to the project.	Submit/attach a comprehensive curriculum vitae detailing relevant post-professional-registration experience and track record (under **Annexure E**)	Evaluation criteria	
The service provider's experience and track record in completed environmental	Bidder(s) are required to demonstrate experience and competency in the execution of	Evaluation criteria	

ITEM NO.	SUBMISSION REQUIREMENTS	SECTION IN DOCUMENT	SUBMITTED (Y/N)
rehabilitation or remediation projects.	completed environmental rehabilitation or remediation projects (under **Annexure F**)		
Cost proposal	Cost proposal submitted under **Annexure A**	Annexures	
Project programme and proposed cash flow	Submitted with cost proposal under **Annexure A**	Annexures	

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) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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

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

Bank Stamp

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