



forestry, fisheries & the environment

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

INVITATION TO BID BID NUMBER: DFFE-B010 (25/26)

THE LEASING OF THIRTY-TWO (32) WASTE TYRE DEPOTS WITHIN VARIOUS MUNICIPALITIES FOR THE TEMPORARY STORAGE AND PRE-PROCESSING OF WASTE TYRES FOR THE WASTE BUREAU FOR A PERIOD OF SEVEN (07) YEARS.

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: **29 OCTOBER 2025 AT 11:00 AM**

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

Date: 08 October 2025
Time: 10H00 - 11H00
MS Teams Link: [Join the meeting now](#)

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-B010 (25-26)	CLOSING DATE:	29 OCTOBER 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	THE LEASING OF THIRTY-TWO (32) WASTE TYRE DEPOTS WITHIN VARIOUS MUNICIPALITIES FOR THE TEMPORARY STORAGE AND PRE-PROCESSING OF WASTE TYRES FOR THE WASTE BUREAU FOR A PERIOD OF SEVEN (07) YEARS				
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
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:
CLOSING TIME 11:00 AM

...BID NO: DFFE-B010 (25-26)
CLOSING DATE:29 OCTOBER 2025

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

DESCRIPTION: THE LEASING OF THIRTY-TWO (32) WASTE TYRE DEPOTS WITHIN VARIOUS MUNICIPALITIES FOR THE TEMPORARY STORAGE AND PRE-PROCESSING OF WASTE TYRES FOR THE WASTE BUREAU FOR A PERIOD OF SEVEN (07) YEARS.

NAME OF PROVINCE IN WHICH THE BIDDER IS BIDDING:.....

SITE NUMBER IN WHICH THE BIDDER IS BIDDING:.....

NAME OF MUNICIPALITY IN WHICH THE BIDDER IS BIDDING:.....

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

R.....

- #### 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-----

R-----

R-----

R-----

----- days
----- days
----- days
----- 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.....

Name of Bidder:

.....	R.....
.....	R.....
TOTAL: R.....		

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

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

NB: IF A BIDDER IS BIDDING IN MORE THAN ONE PROVINCE, THE BIDDER MUST COMPLETE A SEPARATE SBD 3.3 PER PROVINCE

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials

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, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/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 a contract.

SBD4

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

**FOR THE LEASING OF THIRTY-TWO (32) WASTE TYRE DEPOTS WITHIN VARIOUS MUNICIPALITIES
FOR THE TEMPORARY STORAGE AND PRE-PROCESSING OF WASTE TYRES FOR THE WASTE
BUREAU FOR A PERIOD OF SEVEN (07) YEARS**

TABLE OF CONTENTS

1	PURPOSE	3
2	INTRODUCTION AND BACKGROUND	3
3	OBJECTIVES	3
4	SCOPE AND EXTENT OF WORK.....	3
5	EXPECTED DELIVERABLES / OUTCOMES	11
6	PERIOD / DURATION OF PROJECT / ASSIGNMENT	14
7	COSTING / COMPREHENSIVE BUDGET	14
8	INFORMATION SESSION	15
9	EVALUATION CRITERIA	16
10	BID SUBMISSION REQUIREMENTS.....	28
11	LEGISLATIVE FRAMEWORK OF THE BID.....	28
12	SPECIAL CONDITIONS OF THE CONTRACT	30
13.	PAYMENT TERMS.....	34
14.	TECHNICAL ENQUIRIES	34
15.	ANNEXURE A – PRICING SCHEDULE	35
16.	ANNEXURE B - SITE INFRASTRUCTURE SPECIFICATIONS	67
17.	ANNEXURE C - SURFACE LAYERWORKS SPECIFICATION	69
18.	ANNEXURE D - STOCKPILE LAYOUT MARKERS	70

1 PURPOSE

- 1.1. To lease thirty-two (32) Waste Tyre Depots within various municipalities for the temporary storage and pre-processing of waste tyres for the Waste Management Bureau (WMB) for a period of seven (07) years.

2 INTRODUCTION AND BACKGROUND

- 2.1. The Waste Management Bureau (WMB) has been established in terms of the National Environmental Management: Waste Amendment Act, 2014 (Act No. 26 of 2014) (NEMWAA) and is mandated to, among other things, support and advise on the development of industry waste management plans, as well as to monitor the implementation of these plans. As part of this function, the WMB intends to lease pieces of land and warehouses that can be used for the temporary storage and pre-processing (baling, shredding, cutting, de-beading) of waste tyres.

3 OBJECTIVES

- 3.1. To lease thirty-two (32) waste tyre storage depots across various locations nationwide, equipped with the necessary infrastructure to ensure regulatory compliance, facilitate tyre handling and pre-processing activities, and support effective information management.

4 SCOPE AND EXTENT OF WORK

- 4.1. The WMB intends to lease thirty-two (32) Waste Tyre Depots across the country that can be used for the temporary storage and pre-processing of waste tyres. Depots must comply with the Waste Tyre Regulations, Norms and Standards for the Storage of Waste (GN. 926 of 2013), Sorting, Shredding, Grinding, Crushing, Screening or Baling of General Waste (GN 1093 of 2017), planning and building development legislation (SPLUMA¹, NEMA² and NBRBSA³) and local government land use and planning bylaws.
- 4.2. The WMB intends to enter into a seven (7) year contract with service providers for land suitable for the storage and pre-processing of waste tyres across the country.

¹ Spatial Planning and Land-Use Management (16/2013)

² National Environmental Management Act (107/08)

³ National Building Regulations and Building Standards Act (103/1977)

- 4.3. Successful bidders (service providers) will have six (6) months from the date of receiving a purchase order from the WMB to prepare the sites in accordance with the specifications outlined in this bid document. This site development period will encompass all project phases (e.g. design, plan approval and construction of the required works). The service provider will be responsible for all activities required to prepare the site to the specified standard. The appointment of building industry professionals as may be needed to prepare plans, obtain the necessary approvals and manage site development will also be the responsibility of the service provider.
- 4.4. Table 1 outlines the localities where the WMB seeks to lease Waste Tyre Depots for its operations, including indicative occupation dates following the completion of site development works. The table also details the required site sizes for each location.
- 4.5. The coordinates listed in Table 1 represent the centroids of the catchment areas targeted for the sites within the Metros. These coordinates provide bidders with a clear indication of the desired geographical distribution of depots within each metro and will serve as the basis for the relevant parts of the eligibility evaluation. Typically, these coordinates correspond to publicly owned buildings or facilities.

Table 1: Locations of sites and size ranges required

NO.	PROVINCE	MUNICIPALITY	SIZE REQUIRED (M2)	INDICATIVE OCCUPATION DATE	SPECIFIC LOCATION FOR ELIGIBILITY ASSESSMENT ⁴
1	Northern Cape	Sol Plaatjie Municipality	30 000	01 August 2026	Within municipal boundary
2	Northern Cape	Gamagara Local Municipality/ Ga-Segonyana Local Municipality (2 adjacent sites of 30,000 m2 each)	30 000	01 August 2026	Within municipal boundaries
3	Mpumalanga	City of Mbombela	30 000	01 August 2026	Within municipal boundary
4	Mpumalanga	eMalahleni Local Municipality/ Steve Tshwete Local Municipality	30 000	01 August 2026	Within municipal boundaries
5	Gauteng	Ekurhuleni Metropolitan	30 000	01 August 2026	-26.255834 28.433210

⁴ Please note that the coordinates represent the centroids of the 20 km catchment areas where sites are being sought, serving as the basis for determining eligibility

NO.	PROVINCE	MUNICIPALITY	SIZE REQUIRED (M2)	INDICATIVE OCCUPATIO N DATE	SPECIFIC LOCATION FOR ELIGIBILITY ASSESSMENT ⁴
		Municipality (East)			
6	Gauteng	City of Tshwane Metropolitan Municipality (South)	30 000	01 August 2026	-25.743861, 28.193567
7	Gauteng	City of Tshwane Metropolitan Municipality (North)	30 000	01 August 2026	-25.521541 28.100498
8	Gauteng	City of Tshwane Metropolitan Municipality (East)	30 000	01 August 2026	-25.779171 28.550040
9	Gauteng	City of Johannesburg Metropolitan Municipality (North)	30 000	01 August 2026	-25.966667 28.132957
10	Gauteng	Rand West City Local Municipality/ Mogale City Local Municipality	30 000	01 August 2026	Within municipal boundaries
11	Gauteng	Emfuleni Local Municipality/ Midvaal Local Municipality/ Lesedi Local Municipality	30 000	01 August 2026	Within municipal boundaries
12	Eastern Cape	Nelson Mandela Bay Metropolitan Municipality (Central)	30 000	01 August 2026	-33.906855 25.585008
13	Eastern Cape	Nelson Mandela Bay Metropolitan Municipality (North West)	30 000	01 August 2026	-33.771557 25.399720
14	Eastern Cape	King Sabata Dalindyebo Local Municipality/ Engcobo Local Municipality	30 000	01 August 2026	Within municipal boundary
15	Eastern Cape	Buffalo City Metropolitan Municipality	30 000	01 August 2026	-33.014211 27.903586
16	Free State	Mangaung Metropolitan Municipality	30 000	01 August 2026	-29.124624 26.227097
17	Free State	Matjhabeng Local Municipality/ Moqhaka Local Municipality	30 000	01 August 2026	Within municipal boundary

NO.	PROVINCE	MUNICIPALITY	SIZE REQUIRED (M2)	INDICATIVE OCCUPATIO N DATE	SPECIFIC LOCATION FOR ELIGIBILITY ASSESSMENT ⁴
18	North-West	Madibeng Local Municipality	30 000	01 August 2026	Within municipal boundary
19	North-West	Rustenburg Local Municipality	30 000	01 August 2026	Within municipal boundary
20	North-West	Ditsobotla Local Municipality/ Mahikeng Local Municipality	30 000	01 August 2026	Within municipal boundaries
21	Limpopo	Makhado Local Municipality	30 000	01 August 2026	Within municipal boundary
22	Limpopo	Mogalakwena Local Municipality/ Modimolle-Mookgophong Local Municipality (2 adjacent sites of 30,000 m2 each)	30 000	01 August 2026	Within municipal boundary
23	Limpopo	Polokwane Local Municipality	30 000	01 August 2026	Within municipal boundary
24	KwaZulu Natal	eThekweni Metropolitan Municipality (West)	30 000	01 August 2026	-29.819679 30.861089
25	KwaZulu Natal	eThekweni Metropolitan Municipality (North)	30 000	01 August 2026	-29.703379 31.006014
26	KwaZulu Natal	UMhlathuze Local Municipality	30 000	01 August 2026	Within municipal boundary
27	KwaZulu Natal	Ray Nkonyeni Local Municipality	30 000	01 August 2026	Within municipal boundary
28	Kwa-Zulu Natal	Emnambithi/ Alfred Duma Local Municipality	30 000	01 August 2026	Within municipal boundary
29	Western Cape	Drakenstein Local Municipality	30 000	01 August 2026	Within municipal boundary
30	Western Cape	City of Cape Town Metropolitan Municipality (North)	30 000	01 August 2026	-33.773694 18.545067
31	Western Cape	City of Cape Town Metropolitan Municipality (East)	30 000	01 August 2026	-34.083609 18.852061
32	Western Cape	George Local Municipality/ Mossel Bay Local Municipality	30 000	01 August 2026	Within municipal boundary

4.4. The critical performance areas related to leased sites:

- 4.4.1. The parcels of land to be leased should be within the specified size range as per Table 1 above, including pre-processing areas, office space, covered area for pre-processing equipment, ablution facilities, etc.
- 4.4.2. The sites must be fully prepared, at the lessor's cost, and ready for occupation within a maximum period of six (6) months from the commencement date of the service level agreement (refer to Section 6.2).
- 4.4.3. Sites must, at a minimum, be gravel-surfaced and suitably compacted to ensure operability under all weather conditions. The site surface must be free of vegetation, levelled, and compacted to facilitate the safe and efficient movement of heavy vehicles, machinery, and equipment. Detailed material and compaction specifications are provided in **Annexure C**.
- 4.4.4. The site perimeter must be enclosed with a solid barrier constructed from durable materials such as brick or pre-cast concrete panels, with a minimum height of 2.4 meters. The enclosure must include lockable, heavy-duty access gates (separate entry and exit gates if required), designed to meet security and regulatory standards as specified by the WMB or relevant authorities. Construction must comply with applicable municipal and national building codes.
- 4.4.5. The site must have access control gates of width sufficient to allow two superlink trucks to pass another (typically 8m) in position/s as approved by the local authority or as per the direction of the WMB.
- 4.4.6. The site must be equipped with a reliable water supply and a 3-phase electrical supply, both of which must be fully installed and functional at the time of occupation. Temporary or incomplete utility arrangements will not be accepted.
- 4.4.7. An approved fire protection plan must be in place prior to occupation, in accordance with local fire safety regulations and standards.
- 4.5. Minimum performance requirements during the rendering of such services:
 - 4.5.1. Approval of the waste tyre storage facility's building plan, including the fire safety plan, must be obtained from the local authority prior to the WMB occupying the site.
 - 4.5.2. Prior to the WMB occupying the site, the bidder must show that the appropriate zoning or consent use permitting the storage and pre-processing (baling, shredding, de-beading, etc.) of waste tyres is in place.
 - 4.5.3. The site must be developed in accordance with the approved engineering plan/s.
 - 4.5.4. A 3-phase electrical supply must be available on-site (either supplied by Eskom or the municipality) (380/440V). The electrical installation must consist of the following:
 - Domestic connection to offices/ablutions/mess facilities

- Area lighting:
 - 100-200 lux for all storage areas
 - 50-100 lux flood lights on perimeter areas to cover large spaces for surveillance
 - Adequate lighting for security cameras, particularly at access points, around the perimeter
- Connection for balers (within the baling shed):
 - 380/ 440V 3 phase, five pins 63 amp plug with earth & neutral.
 - Supply should be protected by 50amp fuses (i.e. motor rated 50amps) or by a 50amp type D circuit breaker.
 - The isolator/Plug should be positioned ideally within 2m of the machine (i.e. within the baler shed)
 - If outdoors, the isolator/Plug should be waterproof to IP65 and incorporates a 30mA RCD
 - The electrical supply must be capable of running two baling machines simultaneously.

4.5.5. The site must have a reliable water connection, either from a water supply authority, the local municipality, or a borehole. The water supply must be sufficient to meet both domestic needs and the fire water system requirements, as approved by the local authority.

4.5.6. The site must be accessible via a surfaced municipal, provincial or national road network.

4.5.7. The site must include a dedicated shed for the housing and operation of waste tyre balers (specifications in Annexure B)

4.5.8. A weighbridge must be available at the site for use by the WMB should be rated at 60 tonnes, and have a deck plan size of 18m x 3m wide (specifications in Annexure C).

4.5.9. The site must be accessible to large trucks and interlinks.

4.6. Ensuring the site is fit for use by the WMB within the prescribed development timeframes as per the project plan. A construction project plan must be submitted by each successful bidder at the time of contracting outlining timeframes for completion of site preparation.

4.7. Sites with significant potential flaws, based on the DFFE's National Environmental Web Based Screening Tool and Protected and Conservation Areas (PACA) Data or site visits may be disqualified from consideration. Examples of disqualifying criteria include but are not limited to the following:

4.7.1. Sites located near rivers, wetlands, streams, or other sensitive water courses will be carefully assessed to prevent contamination risks. Additionally, proximity to potable water supply

infrastructure, such as well points, boreholes, and water treatment facilities, will be inspected to ensure compliance with environmental protection standards and minimise any risk of water contamination.

4.7.2. Sites located near densely populated residential areas will be assessed for potential health and safety risks, including the impact of tyre storage on the local community. Proposals with sites near high-density populations may be disqualified if risks to public safety cannot be mitigated.

4.7.3. Sites near airports or airfields may pose safety risks due to the potential fire hazards associated with tyre storage. Additionally, proximity to schools and healthcare facilities will be evaluated to ensure the safety and health of the public, considering possible risks such as air pollution, noise, or fire hazards.

4.7.4. The shape and topography of the proposed site must allow for optimal and efficient use of space. Sites with large proportions of unusable areas due to irregular shapes, steep slopes, or other topographical challenges will be evaluated negatively. The Waste Bureau seeks sites with practical, functional layouts that allow for the safe and organised storage of waste tyres.

4.8. Information to be provided by bidders in response to the scope of work:

4.8.1. Bidders should provide the information detailed in Table 2 below as part of their submissions, as well as the relevant supporting documentation. A technical and financial proposal must be provided for each site bided for, using the proposal guidelines as detailed below:

Table 2: Requirements for proposal submission

1. TECHNICAL PROPOSAL
MINIMUM REQUIREMENTS
Location of the facility
<ul style="list-style-type: none"> The physical address or coordinates of the property
<ul style="list-style-type: none"> Size of the facility and available infrastructure and equipment
<ul style="list-style-type: none"> Please state the size of the facility (Extent of the property – Land inclusive of any buildings on site).
<ul style="list-style-type: none"> Please state the total size of open land as well as total size of buildings separately if any.
<ul style="list-style-type: none"> Please give details of any infrastructure available onsite e.g., electricity (incl phase of electricity) and water points, storm water drainage, fence, offices, ablution facilities, access to fire hydrant system, etc.
<ul style="list-style-type: none"> If there are no services on site that meet the specifications of this bid document, then proof that it

1. TECHNICAL PROPOSAL
<p>is available at the site must be submitted (e.g. quotation from municipality or Eskom,).</p> <ul style="list-style-type: none"> • Provide photos of the site.
<p>Suitability of the site</p> <ul style="list-style-type: none"> • The zoning of the site (or consent use) must allow for storage and pre-processing of waste tyres. Where the appropriate zoning is not currently in place, bidders must provide proof that the rezoning/consent use application has been submitted. • Explain access to the facility, highlighting distances from main roads, the type of road e.g., tarred, gravel, dirt road and their respective distances. Explain if the road is wide enough to accommodate big trucks and links. Highlight any sharp turns as these may not be suitable for big trucks and links.
<p>Ownership of the site</p> <p>Provide details of who owns the land showing the relative shares of each owner. Please provide either one or more of the following as proof of ownership of the site or the right of use for the property for the full lease period being 7 years.</p> <ul style="list-style-type: none"> • Title Deed, • Permission to Occupy/ Right of Use, • Municipal Cessions, or • Signed Lease Agreement/ Signed Offer to Lease and the Title Deed in the name of the Lessor.
2. FINANCIAL PROPOSAL
<p>Cost for the leasing of the facility</p> <ul style="list-style-type: none"> • Rental amount per month (including VAT). The rental amount will increase annually by the Consumer Price Index on the anniversary of the occupation date of the site. • Cost per square meter (R/m²).

4.9. Responsibilities of the services provider regarding safety and environmental impact:

- 4.9.1. The property must have access to a fire water supply, reticulation, and hydrants to be designed and installed by the lessor.
- 4.9.2. Plans and drawings, if applicable
- 4.9.3. Firewater layout plan
- 4.9.4. Stormwater management plan
- 4.9.5. Site layout plan with stockpile positions (and their coordinates). Stockpiles are to be laid out such that they comply with the Waste Tyre Regulations.
- 4.9.6. Municipal building plan

5 EXPECTED DELIVERABLES / OUTCOMES

- 5.1. The expected deliverables/ outcomes of the bidding process are to acquire thirty-two (32) sites across the country with the sizes set out in Table 1. The sites must comply with all requirements as per Section 4 above.
- 5.2. Prior to occupation by the WMB, the sites must be fully equipped with all mandatory infrastructure and upgrades as specified in Section 4 and detailed in Annexure C:
 - 5.2.1. Existing 3-phase electricity and 150 Volts (either supplied by Eskom or municipality) and water points (either supplied by Water Boards or Municipality or borehole).
 - 5.2.2. Be hard compacted and conducive for all weather conditions.
 - 5.2.3. Must be clear of all vegetation, levelled, and compacted to allow easy movement of heavy machinery and equipment.
 - The entire site shall be surfaced with a minimum of 150mm G5 material compacted to a minimum of 95% Mod AASHTO or the equivalent.
 - Compaction tests should be undertaken at a frequency of 7 per 1,000 using a Troxler or similar density measuring equipment.
- 5.3. Density results on a site plan must be provided to the WMB to confirm that the density specification has been achieved.
- 5.4. The site must have a barrier fence of not less than 2.4m high around the property with lockable access gates (entry and exit gates) as per the direction of the WMB (The height of the fence and width of the gates must be agreed with the WMB as it can vary depending on site-specific attributes). Existing or alternative fencing types may be considered at the discretion of the WMB.
- 5.5. Signage must be erected as per the specification in Annexure C.
- 5.6. Stockpile layout markers must be installed per the specification in Annexure D. Alternative demarcations will be considered where it is impractical to install poles per the specification (for example where a site has an existing hardstand stockpile area).
- 5.7. The bidders are free to select more than one area if they have the capacity, however, no prospective lessor, whether acting individually or as part of a consortium, joint venture, or any other legal entity, shall be permitted to lease more than five (5) sites in total to the DFFE through this bid process,

regardless of the number of sites offered. Bidders must confirm the provinces for which they are submitting a proposal by marking YES or NO in the table below:

#	PROVINCE	MUNICIPALITY	PARTICIPATE	
			YES	NO
1	Northern Cape	Sol Plaatjie Municipality		
2	Northern Cape	Gamagara Local Municipality/ Ga-Segonyana Local Municipality		
3	Mpumalanga	City of Mbombela		
4	Mpumalanga	eMalahleni Local Municipality/ Steve Tshwete Local Municipality		
5	Gauteng	Ekurhuleni Metropolitan Municipality (East)		
6	Gauteng	City of Tshwane Metropolitan Municipality (South)		
7	Gauteng	City of Tshwane Metropolitan Municipality (North)		
8	Gauteng	City of Tshwane Metropolitan Municipality (East)		
9	Gauteng	City of Johannesburg Metropolitan Municipality (North)		
10	Gauteng	Rand West City Local Municipality/ Mogale City Local Municipality		
11	Gauteng	Emfuleni Local Municipality/ Midvaal Local Municipality/ Lesedi Local Municipality		
12	Eastern Cape	Nelson Mandela Bay Metropolitan Municipality (Central)		
13	Eastern Cape	Nelson Mandela Bay Metropolitan Municipality (North West)		
14	Eastern Cape	King Sabata Dalindyebo Local Municipality/ Engcobo Local Municipality		

#	PROVINCE	MUNICIPALITY	PARTICIPATE	
			YES	NO
15	Eastern Cape	Buffalo City Metropolitan Municipality		
16	Free State	Mangaung Metropolitan Municipality		
17	Free State	Matjhabeng Local Municipality/ Moghaka Local Municipality		
18	North-West	Madibeng Local Municipality		
19	North-West	Rustenburg Local Municipality		
20	North-West	Ditsobotla Local Municipality/ Mahikeng Local Municipality		
21	Limpopo	Makhado Local Municipality		
22	Limpopo	Mogalakwena Local Municipality/ Modimolle-Mookgophong Local Municipality		
23	Limpopo	Polokwane Local Municipality		
24	KwaZulu Natal	eThekweni Metropolitan Municipality (West)		
25	KwaZulu Natal	eThekweni Metropolitan Municipality (North)		
26	KwaZulu Natal	UMhlathuze Local Municipality		
27	KwaZulu Natal	Ray Nkonyeni Local Municipality		
28	Kwa-Zulu Natal	Emnambithi/ Alfred Duma Local Municipality		
29	Western Cape	Drakenstein Local Municipality		
30	Western Cape	City of Cape Town Metropolitan Municipality (North)		

#	PROVINCE	MUNICIPALITY	PARTICIPATE	
			YES	NO
31	Western Cape	City of Cape Town Metropolitan Municipality (East)		
32	Western Cape	George Local Municipality/ Mossel Bay Local Municipality		

6 PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The lease contract will be for a period of seven (07) years after the signing of the SLA by both parties and the issuing of an Official Order by DFFE.
- 6.2. Site preparation work may commence at any time after signature of the Service Level Agreement (SLA) by both parties and the issuance of an Official Order by the DFFE. The site should be fully prepared and ready for occupation by the Waste Bureau no later than the 1st day of the agreed month of occupation. While the maximum preparation period is six (6) months calculated backwards from the intended occupation date, bidders may propose shorter preparation timelines. A baseline construction programme must be submitted at the start of the contract and progress will be measured against this programme. Penalties will apply for late readiness as specified in the Special Conditions of the Contract.

7 COSTING / COMPREHENSIVE BUDGET

- 7.1. A comprehensive offer must be provided inclusive of all costs, expenses, and all applicable taxes.
- 7.2. The WMB will pay successful service providers (Lessors) the contracted monthly lease amount for the exclusive use of the sites as waste tyre storage depots. The lessor will be responsible for funding all site preparation works needed to meet the specifications outlined in this document.
- 7.3. A comprehensive offer must be provided in the same envelope as the technical proposal inclusive of all disbursement costs, expenses, and VAT (Annexure A – Price Schedule /guidance: **Service providers must quote for all activities as included in the Pricing Schedule unless indicated otherwise.**

- 7.4. The bidder must submit a bid/quotation price that aligns with the pricing schedule in Annexure A and SBD 3.3 In the event of any discrepancies between the bid/quotation price, the price in SBD 3.3 will take precedence.
- 7.5. Lease prices will be adjusted annually for inflation on the anniversary of site occupation, based on the latest year-on-year Consumer Price Index (CPI) published by Stats SA.
- 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 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 to every bidder who responded to the bid. In terms of procedural fairness, the bidder will be allowed to respond, in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of the 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.
- 7.8. All prices quoted will remain firm for the first twelve months, after the anniversary date, the estimated price increase and percentage for the remaining years will be fixed at 5% for bidding purposes. However, the actual increase will be determined by the Consumer Price Index (CPI).
- 7.9. The lease is for seven (07) years, escalation is expected and shall be applied as follows:
- 7.10.1 The prices or rates shall be fixed for the first 12-month period from the occupation date and no change during this period will be allowed for escalation.
- 7.10.2 On the 12-month anniversary date of the Lease Agreement base date, the rates or sums shall be adjusted by the twelve-month year-on-year Consumer Price Index (CPI) as published in the monthly bulletin P0141 of Statistics South Africa and fixed at this value for the following 12-month period.

8 INFORMATION SESSION

- 8.1. Is the briefing session applicable? ☐ YES
- 8.2. Is it a compulsory briefing session? ☐ NO
- 8.3. The briefing session will be held as follows:
- Date: **08 October 2025**
- Time: **10H00 – 11H00**
- Platform/ Venue: **MS Teams ([Join the meeting now](#))**

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

9 EVALUATION CRITERIA

9.1 The evaluation for this bid will be carried out in the following phases:

- Phase 1: Pre-compliance.
- Phase 2: Mandatory requirement
- Phase 3: Price and Preference Points.

9.2 PHASE 1: PRE-COMPLIANCE

9.2.1. During this phase bid documents will be reviewed to determine compliance with SCM (Supply Chain Management) 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:

NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	B-BBEE Certificate	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

NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
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, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable
10	Letter of Authority to sign documents on behalf of the company.	Completed and signed

9.3 PHASE 2: MANDATORY CRITERIA

- 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 eligibility requirements.
- 9.3.2. Bidders **who fail to comply, submit all documents or meet all mandatory requirements will be disqualified** and will not be evaluated further.
- 9.3.3. Bidders are required to complete a table below by answering **YES or NO (or N/A)** and attach proof of the documents listed in the table below:

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
1.	Suitability of the site for use as a waste tyre storage and pre-processing facility	<p>Bidders must submit the following documentation, which must be issued only by the municipal Planning Department (or the designated authority responsible for land use management and zoning):</p> <p>a) Zoning Certificate</p> <ul style="list-style-type: none"> A certificate on the official letterhead of the Planning 		

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
		<p>Department confirming:</p> <ul style="list-style-type: none"> ○ The current zoning category applicable to the property (e.g., Industrial 1, Industrial 2, Agricultural, etc.). ○ The legal description of the property (erf or portion number and physical address). <p>b) Schedule of Uses Applicable to the Current Zoning</p> <ul style="list-style-type: none"> • The relevant extract(s) from the municipal zoning scheme or land use management scheme, certified by the Planning Department, reflecting: <ul style="list-style-type: none"> ○ All primary (permitted) uses applicable to the current zoning, and ○ All consent uses (uses requiring formal municipal approval), and ○ Any prohibited uses. • Note: The schedule must cover only the zoning currently in place; there is no requirement to submit the full scheme for other zoning categories. <p>c) Confirmation of Permissibility</p> <ul style="list-style-type: none"> • Bidders must demonstrate that the intended activities—namely waste tyre storage, baling, shredding, cutting, de-beading, and other pre-processing—are permissible under the zoning in one of the following ways: <p>(i) No Further Confirmation Required if the Zoning Certificate and Schedule Show that Any of the Following Uses are Listed as a Primary Right:</p> <ul style="list-style-type: none"> ○ <i>Industry</i> ○ <i>Noxious Industry</i> ○ <i>Scrap Yard</i> ○ <i>Recycling Facility</i> ○ <i>Waste Disposal Site</i> 		

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
		<ul style="list-style-type: none"> ○ <i>Recycling Plant</i> ○ <i>Waste Transfer Station</i> ○ <i>Warehouse or Distribution Centre</i> (if explicitly specified to include waste handling) ○ <i>Utility Service</i> (where the schedule expressly includes waste storage and processing) <p>If any of the uses above appear as primary (permitted) rights, no additional confirmation is required.</p> <p>(ii) Consent Use or Rezoning Required if Not Permitted as-of-Right:</p> <ul style="list-style-type: none"> ○ If the intended activities are not primary rights and instead require consent use or rezoning, the bidder must submit: <ul style="list-style-type: none"> ▪ A certified copy of the consent use approval or rezoning approval granted by the Planning Department, including any conditions of approval; ▪ OR, if the consent use or rezoning has not been approved, proof that an application has been formally submitted to the Planning Department, including: <ul style="list-style-type: none"> ▪ A dated acknowledgement of receipt of the application; ▪ The application reference number; ▪ The property description; and ▪ The schedule of uses applicable to the zoning category applied for (demonstrating that the 		

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
		<p>activities will be allowable once approved).</p> <p>Important Clarifications:</p> <ul style="list-style-type: none"> Letters of support, endorsements, or confirmations issued by any municipal department other than the Planning Department will not be accepted. Failure to submit a zoning certificate, the applicable schedule of uses, and the necessary evidence of permissibility or application (where applicable) will result in disqualification. Where a consent use or rezoning application has been submitted but is pending, no contract will be awarded until all required land use rights are formally approved. <p>Documents to Attach (as applicable):</p> <ol style="list-style-type: none"> Zoning Certificate. Schedule of Uses for the current zoning. If applicable, Consent Use or Rezoning Approval. If applicable, Proof of Submission of Consent Use or Rezoning Application (acknowledgement receipt). If applicable, Schedule of Uses for the zoning applied for. 		
2.	The parcel of land proposed by the bidder must meet the size requirements specified in Table 1	<p>Site plan indicating the size of the site, the boundaries of the land proposed in the bid and the boundary coordinates (Latitude/Longitude)</p> <p><u>Attach the site plan with the size of the property and the boundary coordinates</u> (Latitude and longitude, provided in</p>		

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
		decimal degrees format (e.g., -33.9180, 18.4232),		
3.	Use and access to land for use for waste tyre storage and pre-processing	<p>Please provide either one of the following as proof of ownership of the site or the right of use for the property for the full lease period being 7 years :</p> <p>a). Title Deed if owner is bidding, in the name of the bidding entity (where a property practitioner is bidding on behalf of a property owner, the Title Deed should be accompanied by 1. A Power of Attorney, 2. Proof of registration with the Property Practitioners Regulations Authority and 3. A valid Fidelity Fund Certificate)</p> <p>b). Permission to the bidding entity to Occupy/ Right of Use from landowner or custodian</p> <p>c). Municipal cession or similar formal right-of-use letter issued by the Municipality (if the site is on municipal land)</p> <p>d). Signed Lease Agreement/ Signed Offer to Lease in the name of the bidding entity and the Title Deed in the name of the Lessor</p> <p><u>Attach the proof of a) or b) or c) or d).</u></p>		
4.a	The parcel of land proposed by the bidder must fall within 20-kilometre radius (measured as the crow flies) from the geographic coordinates (locations) specified in Table 1. This requirement applies only to depot sites located	<p>Bidders must submit all of the following:</p> <p>a) Site Locality Map:</p> <ul style="list-style-type: none"> ○ A locality map or aerial image (from Google Maps or equivalent) clearly showing: <ul style="list-style-type: none"> ▪ The exact location of the proposed depot site; ▪ A marked point corresponding to the Table 1 reference coordinate; and ▪ A visual representation of the straight-line (as-the-crow-flies) distance between the two points. 		

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
	within metropolitan municipalities. ⁵	<ul style="list-style-type: none"> ○ A radius ring or buffer zone of 20 km around the Table 1 coordinate should be depicted where possible. b) GPS Coordinates of the Proposed Site: <ul style="list-style-type: none"> ○ Latitude and longitude of the proposed site, provided in decimal degrees format (e.g., -33.9180, 18.4232), to enable digital cross-verification. c) Distance Verification Output: <ul style="list-style-type: none"> ○ A screenshot or printed output from Google Maps or equivalent digital mapping tool that: <ul style="list-style-type: none"> ▪ Shows the measurement of the straight-line distance between the Table 1 coordinate and the proposed site, ▪ Presents the distance to at least one decimal point, and ▪ Clearly displays the start and end points used for the measurement. d) Supporting Property Documentation: <ul style="list-style-type: none"> ○ A copy of the title deed, lease agreement/ offer to lease, or municipal rates account for the site, indicating the physical address and erf/portion number, which must match the location identified in the maps and coordinate submission. <p>Important Clarifications:</p> <ul style="list-style-type: none"> • Only straight-line distance measurements will be 		

⁵ A proposed site located within 20 km of a specified coordinate, yet outside the metro boundary, will still be deemed eligible

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
		<p>accepted (i.e., not travel or driving distance).</p> <ul style="list-style-type: none"> Bidders must ensure consistency across all documents (address, coordinates, and map outputs). Submissions lacking any of the above elements or showing a location exceeding 20 km from the Table 1 coordinates will be disqualified for non-compliance. The Waste Management Bureau reserves the right to verify coordinates and distances using GIS-based tools. <p><u>Attach proof of a), b), c) and d)</u></p>		
4.b	For sites located outside metropolitan areas, the parcel of land proposed by the bidder must fall within the geographic boundaries of the local municipality specified in Table 1.	<p>Bidders must submit all of the following:</p> <p>a) Site Locality Map:</p> <ul style="list-style-type: none"> A detailed locality map or aerial image (e.g. Google Maps, municipal GIS viewer, or equivalent) clearly indicating: <ul style="list-style-type: none"> The location of the proposed depot site; The name and boundary of the local municipality within which the site is located; and A map legend or administrative boundary overlay showing that the site falls within the municipal boundary specified in Table 1. <p>b) GPS Coordinates of the Site:</p> <ul style="list-style-type: none"> Latitude and longitude of the proposed depot site in decimal degrees format (e.g., - 25.4321, 28.1234). This must correspond to the property location shown on the map. 		

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
		<p>c) Supporting Property Documentation:</p> <ul style="list-style-type: none"> ○ A copy of the title deed, lease agreement, or municipal rates account showing the physical address and erf/portion number, which must match the mapped location. <p>Important Clarifications:</p> <ul style="list-style-type: none"> • Bidders must ensure that the site is clearly located within the local municipality name specified in Table 1, not adjacent or neighbouring municipalities. • Where municipal boundaries are unclear, the Bureau reserves the right to validate locations using independent GIS tools. • Submissions with ambiguous or unverifiable locations will be disqualified. • Inconsistencies between the site address, map, coordinates, or municipal boundary will constitute non-compliance. <p><u>Attach proof of a), b) and c)</u></p>		
5.	The parcel of land proposed by the bidder must not be within 250m of a school, hospital (local, district, regional, tertiary or private), old age home and high-density residential settlements (formal and informal) ⁶	<p>Bidders must confirm that the site is not within 250m of the listed facilities or settlements.</p> <p><u>Attach the signed letter on your letterhead confirming that the proposed land is not within 250m of the areas listed</u></p>		

⁶ Urban areas typically have a high housing density, with many multi-story buildings, apartment complexes, and closely packed residential units (typically 50-100 units per hectare)

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
6.	The parcel of land proposed by the bidder must not be within 500m of environmentally sensitive areas (as determined by the DFFE's National Environmental Web Based Screening Tool and Protected and Conservation Areas (PACA) Data) [available online] ⁷	<p>Bidders must confirm that the site is not within 500m of an environmentally sensitive area.</p> <p><u>Attach the signed letter on your letterhead confirming that the proposed land is not within 500m of environmentally sensitive areas. Refer to link in footnote 7 for the list of environmentally sensitive area.</u></p>		
7.	The facility must be accessible via a municipal, provincial, or national road and must accommodate interlink truck access.	<p>Bidders to show access to the facility, highlighting distances from main roads, the type of road e.g., tarred, gravel, dirt road and their respective distances.</p> <p>Attach the signed letter on your letterhead confirming the above.</p>		
8.	The facility proposed must have an operational 3-phase electricity connection or access to 3-phase electricity, compliant with the voltage range specified in the scope of work (380V–440V). This is a critical operational requirement for the processing of waste tyres.	<p>Bidders must submit either Option A or Option B below:</p> <p>1 Option A: Existing Operational 3-Phase Supply</p> <p>1. A valid Electrical Certificate of Compliance (CoC) issued by a registered electrical contractor in terms of the Electrical Installation Regulations (OHS Act, 1993), confirming:</p> <ul style="list-style-type: none"> ○ The site is connected to a 3-phase electricity supply, and ○ The voltage range supported is 380V–440V. <p>AND</p> <p>2. A municipal or Eskom electricity account,</p>		

⁷ <https://screening.environment.gov.za/screeningtool/#/pages/welcome>

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
		<p>reflecting:</p> <ul style="list-style-type: none"> ○ The site's erf/portion number or physical address, and ○ The type of service being electricity. <p>2 Option B: Quotation for 3-Phase Supply (Where Connection Not Yet Active)</p> <p>1. A formal quotation issued by Eskom or the relevant municipal electricity provider, addressed to the bidder or landlord, confirming:</p> <ul style="list-style-type: none"> ○ The site is approved for or capable of being connected to 3-phase supply, and ○ The service level includes 380V–440V, or clearly specifies 3-phase service. ○ The property description or erf/portion number must be clearly identifiable. <p>3 Important Clarifications:</p> <ul style="list-style-type: none"> • Letters from landlords, managing agents, or non-utility third parties will not be accepted in lieu of the above. • Where documentation does not explicitly state "3-phase", it must reference voltage levels or other supply codes clearly corresponding to 3-phase service. • The Bureau reserves the right to request follow-up technical validation or conduct on-site verification prior to award. 		
9.	The facility must have access to water for domestic and fire-fighting	Municipal/ Water Board Account, a quotation for a water connection from the municipality or photos of the existing borehole.		

ITEM	REQUIREMENT	DOCUMENTS TO BE ATTACHED	PROOF ATTACHED	
			YES	NO
	purposes	<u>Attach proof of municipal or water board account which includes the property description and the service or photos of the existing borehole or a quote from the Municipality.</u>		

Please note: The WMB may conduct a screening of eligible sites using GIS-based software tools and DFFE databases. The WMB reserves the right at its discretion to conduct a site inspection of the proposed site (s) to verify the conditions and validate observations from the GIS screening ('ground-truthing').

9.4 PHASE 4: PRICE AND PREFERENCE POINTS

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

9.4.2. 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) by Black people, Women, or people with disabilities
 - 0 : Points: for 50% and below ownership by stipulated categories of persons

9.4.3. 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.

9.4.4. 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

9.4.5. 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 and are as follows:

- 10.1.1. The bidder must draft a table of contents which will indicate where each document is in the proposal.
- 10.1.2. The proposal shall be in original format and must indicate the prices on **SBD 3.3** and **Annexure B** for a detailed price schedule.
- 10.1.3. Attach the supporting documents to confirm compliance with the eligibility criteria as listed above.
- 10.1.4. Standard bidding documents (SBD1, 3.3, 4 and 6.1).
- 10.1.5. Copy of Central Supplier Database (CSD)
- 10.1.6. Tax pin certificate from SARS.
- 10.1.7. Letter of Authority to sign documents on behalf of the company.

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 consecutive 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.
- 11.1.5 Procurement Legislation
- 11.2 Bidders must be cognisant of the legislation and/or standards specifically applicable to the services.
 - 11.2.1 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 (CoO), 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.
 - 11.2.2 If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities must be submitted. Members of 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 If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities must be submitted. Members of the joint venture must submit a consolidated BBB-EE certificate in the name of joined entities in order to claim points for specific goals.
 - 11.3.2 Members of the joint venture must meet the requirements of the proposal. 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 Project Manager/s shall do the ongoing management of the Service Level Agreement.

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

12.4. Successful service providers have six (6) calendar months to prepare their sites in accordance with the specifications contained herein. This period will commence on the first day of the month following receipt of a signed copy of the contract and a purchase order from the DFFE. Service providers will be required to attend monthly progress meetings for the first six months from the start of the project (i.e. during the site preparation phase) and present on progress against their construction programme.

12.5. The service provider's programming and planning must be based on the requirements of these specifications and the status quo of the site before site development works commence.

12.6. **The service provider will be required to submit a works construction programme** to the DFFE's project manager for approval/ response/ comment. It must 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.

12.6.1 The programme shall include information on the required production rates for satisfactory completion, time, and resource allocation, as well as giving lead times for ordering all major items and shall be updated monthly during the site development period.

12.6.2 The programme shall indicate the critical path, the inter-dependency of activities and the sequence in which the service will proceed with the site development works. Expected rain days and consequential delays should be included in the construction programme.

12.6.3 The following events or requirements will trigger the application of penalties if the lessor fails to prepare the site by the agreed-upon occupation date (i.e. six months from the first day of the month following receipt of both a signed contract and a purchase order from the DFFE). The corresponding penalty amounts are as follows:

12.6.3.1 A penalty amounting to 50% of the daily contracted rate—calculated as the total lease cost for the first year divided by 365 days—will be imposed for each calendar day that occupation of the site is delayed, under any of the following circumstances:

- The bidder fails to submit the compliance reports or documentation specified in Clause 12.8 within the prescribed timeframes;
- The site is not prepared in accordance with the minimum readiness requirements defined in the Scope of Work;
- The Waste Management Bureau is denied physical access to the site for any reason attributable to the bidder.

12.7. Should any of the conditions in 12.6.3 persist for a continuous period exceeding six (6) months from the date on which penalties first became applicable—particularly where the site remains non-compliant with the minimum readiness requirements defined in the Scope of Work—the Waste Management Bureau shall have the right to terminate the lease agreement with immediate effect, and without liability to reimburse or compensate the bidder for any capital expenditure or costs incurred. The bidder shall have no recourse against the Bureau or the Department in respect of such termination.

12.8. If all the site specifications (per the Annexures in this bid document) are not met, the service provider shall correct all discrepancies at its own cost.

12.9. Maintenance issues must be responded to within 48 hours of being reported to the service provider. A penalty amounting to 50% of the daily contracted rate (that being the annual lease cost in the year of the incident divided by 365 days) will apply to the lessor for not maintaining the site to the specifications as detailed in this bid document.

12.10. Compensation for Leaseholder Upgrades upon Early Termination:

12.11. Eligibility for compensation:

12.11.1 If the lease is terminated by the WMB for any reason other than a material breach by the Lessor within the first five (5) years of the lease term, the Lessee shall be entitled to fair compensation for any approved improvements or upgrades made to the leased premises during the term of the lease

12.11.2 Site Inspections:

Before commencing any upgrades, the Lessor shall notify the WMB in writing with detailed plans and specifications of the proposed upgrades.

The Lessor and WMB shall conduct a joint site inspection to document the current condition of the premises.

A written report of the pre-upgrade condition, including photographs, if necessary, shall be prepared and signed by both parties.

Upon completion of the approved upgrades, the Lessor shall notify the WMB in writing.

Within ten (10) business days of such notification, both parties shall conduct a joint site inspection to verify the completion and quality of the upgrades.

A written report of the post-upgrade condition, including photographs, if necessary, shall be prepared and signed by both parties.

12.11.3 Approved upgrades: compensation shall only be due for upgrades that:

Were required to meet the specifications included in this document.

Have been pre-approved in writing by the WMB prior to commencement of the work.

Are permanent and add value to the leased premises.

Calculation of Compensation: The amount of compensation shall be calculated on the following basis:

The original cost of the upgrades, less any depreciation over the period of the lease. The original cost of the upgrades must be proven by the Lessor through invoices paid for the works required to meet the specifications in this bid document.

Depreciation shall be applied on a straight-line basis over the anticipated useful life of the upgrade, not exceeding ten (10) years.

In the case of early termination within five (5) years, the unamortised value of the upgrade will be used as the compensation amount.

12.11.4 Exclusions: Compensation shall not be paid for:

Upgrades that were not pre-approved by the WMB.

Upgrades not properly documented through the required site inspections.

Normal wear and tear or repairs.

12.11.5 Dispute Resolution:

In the event of a dispute regarding the value of compensation or the condition of the upgrades, the matter shall be referred to an independent valuer agreed upon by both parties. The decision of the valuer shall be final and binding.

12.12. Insurances: The lessor shall be responsible for insuring all mobile and permanent fixture equipment and buildings owned by the lessor.

- 12.13. Where the Waste Tyre Storage Depot is in an area susceptible to veld fires, the Lessor will be required to become a member of the local Fire Protection Association, where one exists.
- 12.14. The lessor will be required to register the site in terms of the norms and standards but will cede all rights to the WMB
- 12.15. Lease payments will not be due or accrue until the site is prepared according to the requirements of this terms of reference and occupied by the Waste Management Bureau on a date agreed by both parties.
- 12.16. The service provider/s must guarantee the availability of a senior representative in charge of site development and maintenance works throughout the duration of the contract.
- 12.17. All the conditions specified in the **General Conditions of the Contract (GCC)** will apply, and where the conditions in the special conditions of the contract contradict the conditions in the general conditions of the contract, the special conditions of the contract will prevail.
- 12.18. 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.
- 12.19. The proposals should be submitted with all required information containing technical information.
- 12.20. DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where the information presented is illegible or incomplete and will not be evaluated further.
- 12.21. DFFE reserves the right to request such information during the evaluation process of the proposal, and the information must be presented within the DFFE stipulated timelines. Failure to do so may lead to disqualification.
- 12.22. A trust, consortium, or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g., two or more companies claiming preference points, Ownership/ Directorship will be combined and divided by the number of companies to ascertain the preference points),
- 12.23. DFFE reserves the right to request additional information to validate any information submitted by bidders, including preference points claimed.
- 12.24. 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: -
- 12.25.1. the Tender may not be disqualified, or,
 - 12.25.2. the Tender has already been awarded to the Bidder, why the contract should not be terminated

- 12.25. 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 and, if applicable, claim damages from the Bidder.
- 12.26. Poor or non-performance by the bidder will result in the cancellation of contracts
- 12.27. 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. This includes but is not limited to, budgetary constraints, serious risks or flaws identified during the mandatory site inspections, inter alia environmental hazards, safety concerns, or inadequate usable space.
- 12.28. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

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-five) calendar days of approval of such invoice and/or report, thus ensuring that payment of the 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 – PRICING SCHEDULE

SITE NUMBER	1					
PROVINCE	NORTHERN CAPE					
MUNICIPALITY	SOL PLAATJIE MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	2					
PROVINCE	NORTHERN CAPE					
MUNICIPALITY	GAMAGARA LOCAL MUNICIPALITY/ GA-SEGONYANA LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	3					
PROVINCE	MPUMALANGA					
MUNICIPALITY	CITY OF MBOMBELA					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	4					
PROVINCE	MPUMALANGA					
MUNICIPALITY	EMALAHLENI LOCAL MUNICIPALITY/ STEVE TSHWETE LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	5					
PROVINCE	GAUTENG					
MUNICIPALITY	EKURHULENI METROPOLITAN MUNICIPALITY (EAST)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	6					
PROVINCE	GAUTENG					
MUNICIPALITY	CITY OF TSHWANE METROPOLITAN MUNICIPALITY (SOUTH)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	7					
PROVINCE	GAUTENG					
MUNICIPALITY	CITY OF TSHWANE METROPOLITAN MUNICIPALITY (NORTH)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	8					
PROVINCE	GAUTENG					
MUNICIPALITY	CITY OF TSHWANE METROPOLITAN MUNICIPALITY (EAST)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	9					
PROVINCE	GAUTENG					
MUNICIPALITY	CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY (NORTH)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	10					
PROVINCE	GAUTENG					
MUNICIPALITY	RAND WEST CITY LOCAL MUNICIPALITY/ MOGALE CITY LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	11					
PROVINCE	GAUTENG					
MUNICIPALITY	EMFULENI LOCAL MUNICIPALITY/ MIDVAAL LOCAL MUNICIPALITY/ LESEDI LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	12					
PROVINCE	EASTERN CAPE					
MUNICIPALITY	NELSON MANDELA BAY METROPOLITAN MUNICIPALITY (CENTRAL)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	13					
PROVINCE	EASTERN CAPE					
MUNICIPALITY	NELSON MANDELA BAY METROPOLITAN MUNICIPALITY (NORTH WEST)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	14					
PROVINCE	EASTERN CAPE					
MUNICIPALITY	KING SABATA DALINDYEBO LOCAL MUNICIPALITY/ ENGCOBO LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	15					
PROVINCE	EASTERN CAPE					
MUNICIPALITY	BUFFALO CITY METROPOLITAN MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	16					
PROVINCE	FREE STATE					
MUNICIPALITY	MANGAUNG METROPOLITAN MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	17					
PROVINCE	FREE STATE					
MUNICIPALITY	MATJHABENG LOCAL MUNICIPALITY/ MOQHAKA LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	18					
PROVINCE	NORTHWEST					
MUNICIPALITY	MADIBENG LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	19					
PROVINCE	NORTHWEST					
MUNICIPALITY	RUSTENBURG LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	20					
PROVINCE	NORTHWEST					
MUNICIPALITY	DITSOBOTLA LOCAL MUNICIPALITY/ MAHIKENG LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	21					
PROVINCE	LIMPOPO					
MUNICIPALITY	MAKHADO LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	22					
PROVINCE	LIMPOPO					
MUNICIPALITY	MOGALAKWENA LOCAL MUNICIPALITY/ MODIMOLLE-MOOKGOPHONG LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	23					
PROVINCE	LIMPOPO					
MUNICIPALITY	POLOKWANE LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	24					
PROVINCE	KWAZULU NATAL					
MUNICIPALITY	ETHEKWINI METROPOLITAN MUNICIPALITY (WEST)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	25					
PROVINCE	KWAZULU NATAL					
MUNICIPALITY	ETHEKWINI METROPOLITAN MUNICIPALITY (NORTH)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	26					
PROVINCE	KWAZULU NATAL					
MUNICIPALITY	UMHLATHUZE LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	27					
PROVINCE	KWAZULU NATAL					
MUNICIPALITY	RAY NKONYENI LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	28					
PROVINCE	KWAZULU NATAL					
MUNICIPALITY	EMNAMBITHI/ ALFRED DUMA LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	29					
PROVINCE	WESTERN CAPE					
MUNICIPALITY	DRAKENSTEIN LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	30					
PROVINCE	WESTERN CAPE					
MUNICIPALITY	CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY (NORTH)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	31					
PROVINCE	WESTERN CAPE					
MUNICIPALITY	CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY (EAST)					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

SITE NUMBER	32					
PROVINCE	WESTERN CAPE					
MUNICIPALITY	GEORGE LOCAL MUNICIPALITY/ MOSSEL BAY LOCAL MUNICIPALITY					
PERIOD	SITE SIZE (SQUARE METERS OFFERED)	MONTHLY RATE PER SQUARE METER	PRICE PER MONTH	PRICE PER ANNUM	ESCALATION	TOTAL COST
Year 1		R	R	R	0%	R
Year 2		R	R	R	5%	R
Year 3		R	R	R	5%	R
Year 4		R	R	R	5%	R
Year 5		R	R	R	5%	R
Year 6		R	R	R	5%	R
Year 7		R	R	R	5%	R
BID PRICE EXCLUDING VAT						R
VAT @ 15%						R
TOTAL BID PRICE INCLUDING VAT						R

16. ANNEXURE B - SITE INFRASTRUCTURE SPECIFICATIONS

BALING SHED

1. All Waste Tyre Depots shall have an undercover enclosure where waste tyre balers are to be operated (baling shed).
2. Baler machine dimensions are 2.21m (W) x 1.98m (D) x 4.875m (H)
3. Baling sheds should have a durable, hardstand base surface that can withstand continuous movement by forklifts and heavy plants (concrete, block paving or similar)
4. The shed should have a minimum clearance (floor to underside of roof truss/eaves height, whichever is less) of 6 m
5. The covered area of the shed should be a minimum of 120 m² and have minimum dimensions in either width or breadth of 10m.
6. Sites that have existing infrastructure must be of sufficient size to accommodate two balers and should have sufficient working space to allow for safe operations. The Waste Bureau reserves the right to assess such sites during bid evaluation and reject infrastructure that is not fit for purpose.

FENCING AND GATES

1. Waste Tyre Depot boundary walls must deter access to Depots and shall not be see-through.
2. Fences shall be pre-cast concrete (vibracrete or similar) and a minimum of 2.4m high.
3. Alternative fencing that meets the criteria of 1. above will also be considered (but would still need to meet the minimum height requirement specified in 2.).
4. The site should be accessed/egressed through a 9m entrance fitted with a lockable gate.

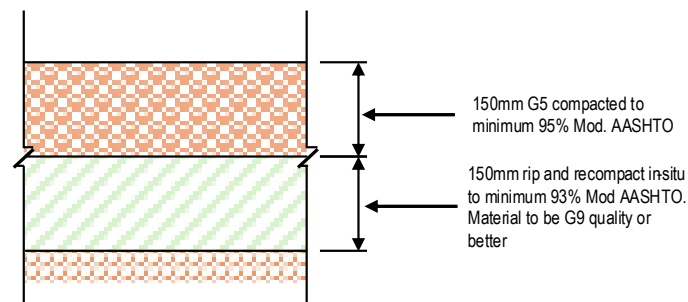
SIGNAGE

1. The sign board shall be made from Chromadek Steel mounted on a square tube frame, so braced as to prevent warping and shall be mounted on two or more firmly planted galvanised steel poles.
2. Signboards should be placed at the entrance to the site (outside) and be visible to people entering the site.
3. Signboards must be 2m high x 2.5m wide. The base of the signboard should be at least 2.4m above the ground.
4. Before ordering or manufacturing such signage, the lessor should obtain from the Waste Bureau written approval in respect of all names and wording to appear on the sign boards.

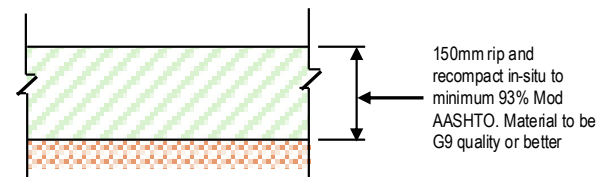
WEIGHBRIDGE

1. All Waste Tyre Depots shall be equipped with a mass measuring device ('weighbridge')
2. The weighbridge should be rated at 60 Tonnes and have a deck plan size of 18m x 3m wide.
3. The weighbridge shall be capable of providing overall gross and net tare weights via an appropriate software package.
4. A suitable computer, software and printing equipment for the recording of incoming/outgoing tyres shall be made available to the Waste Bureau for the duration of the lease contract. The software should be Microsoft-compatible.
5. All suitable and compatible constant voltage transformer/s and UPS equipment (including lightning protection) for electronic equipment are recommended.
6. The lessor will be responsible for regular servicing of the weighbridge.
7. The lessor will be responsible for the regular calibration and verification of the weighbridge in accordance with the Legal Metrology Act Legal Metrology Regulations (typically biennially or when warranted due to repairs)
8. The lessor will be expected to attend to breakdowns within 24 hours of such being reported by the Waste Bureau or its agents

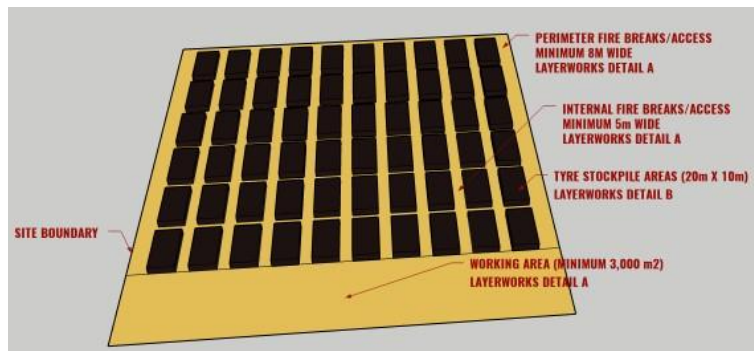
17. ANNEXURE C - SURFACE LAYERWORKS SPECIFICATION



LAYERWORKS DETAIL A
All fire breaks, access and egress and working areas
NTS



LAYERWORKS DETAIL B
Tyre stockpile areas
NTS

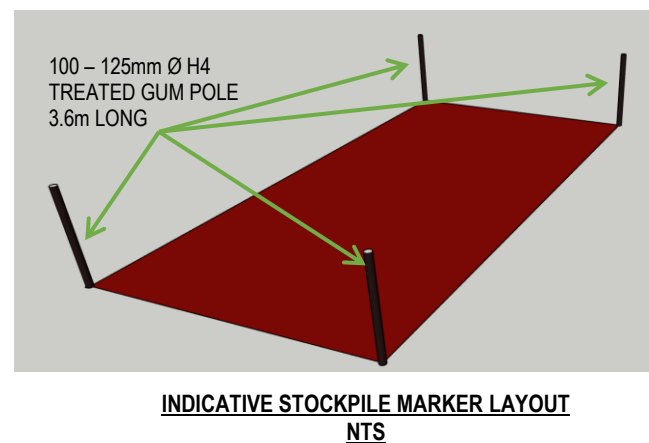
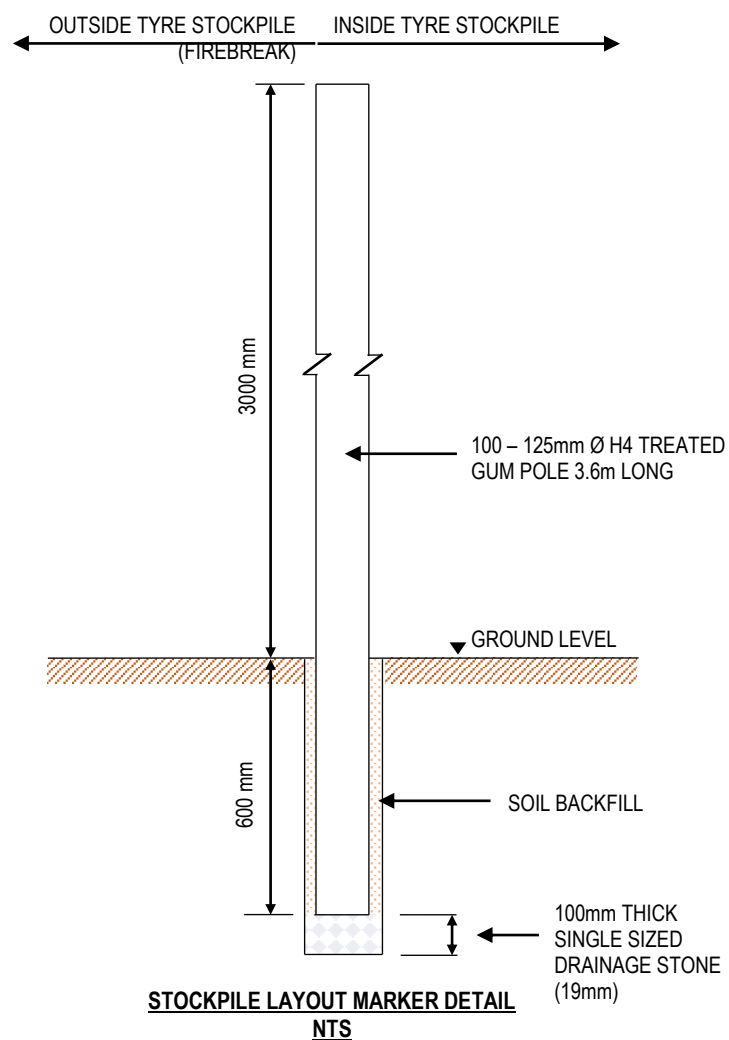


INDICATIVE SITE LAYOUT PLAN SHOWING
LAYERWORKS TYPES
NTS

Notes:

1. Materials shall comply with the strength specifications as detailed in (Technical Recommendations for Highways) TRH 4. Testing of *in situ* material to confirm classification to be undertaken prior to site development works starting (CBR and Modified AASHTO maximum dry density).
2. Source of imported gravel material to be provided to the Waste Bureau. Testing of proposed gravel material to be done prior to importation to confirm classification and strength characteristics (CBR and Modified AASHTO maximum dry density).
3. In-situ materials that do not meet the material strength specified will need to be replaced with imported sand/gravel.
4. Testing of materials prior to and during site development works must be done in accordance with the relevant SANS test methods. All testing to be undertaken by an independent SANAS accredited geotechnical testing laboratory.
5. Field density tests to be undertaken at a frequency of 1 per 500 using a nuclear density gauge (or similar density/moisture content measurement instrument).
6. The results of all tests performed during site development shall be made available to the Waste Bureau as soon as these become available.

18. ANNEXURE D - STOCKPILE LAYOUT MARKERS



Notes:

1. Marker posts to be made from durable and CCA-treated wood.
2. Poles to be placed 600mm below the ground surface of the stockpile and protrude 3,000mm above ground level.
3. Poles to be placed on the four corners of each stockpile.
4. Effective area of stockpiles (for calculating the number of poles required) = 375 m². This includes allowance for 5m internal firebreaks between stockpiles.
5. The number of stockpiles can be calculated as the usable area of the site divided by the effective area of a stockpile (for calculation purposes before an approved SDP).
6. Successful bidders to install poles based on stockpile layout as per approved site development plan.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

- 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

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number

