

The Environment House, 473 Steve Biko Road, Cnr Soutpansberg and Steve Biko Road, Pretoria

BID NO: DFFE-T030 (24/25)

BID DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDERS FOR THE LOCAL PROCESSING OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF TEN (10) YEARS.

Please be informed that the Department of Forestry, Fisheries and the Environment advertised the above-mentioned tender on the 04th of December 2024 with the closing date of the 24th of January 2025 which was extended twice to 13th of February 2025 and 20th of February 2025 respectively.

Bidders should note that the Terms of Reference has been amended as follows:

- Page 6, paragraph 4.9 and page 26 of the Terms of Reference has been amended, and it is now reading as follows; ***“The processing fee will increase annually by the Consumer Price Index on the anniversary of the commencement of the operation of the plant”***.
- Standard Bidding Document (SBD 3.1) has been replaced with SBD 3.2

Point of Submission: Department of Forestry, Fisheries, and the Environment (473 Steve Biko Road, Corner Soutpansberg and Steve Biko Road, Arcadia Pretoria)

NB: Bidders are advised to check the departmental website for an updated bid document.

Please note that no late bids will be accepted.



forestry, fisheries
& the environment

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

INVITATION TO BID BID NUMBER: DFFE-T030 (24/25)

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE LOCAL PROCESSING OF WASTE TYRES
ACROSS THE COUNTRY FOR A PERIOD OF TEN (10) 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

INITIAL CLOSING DATE: 24 JANUARY 2025 AT 11H00.

EXTENDED CLOSING DATE OF THE BID: 13 FEBRUARY 2025 AT 11H00.

EXTENDED SECOND CLOSING DATE OF THE BID: 20 FEBRUARY 2025 AT 11H00.

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

Date: 11 December 2024

Time: 10H00 – 11H00

Venue: [Join the meeting now](#)

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T030 (24/25)	CLOSING DATE:	20 FEBRUARY 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDERS FOR THE LOCAL PROCESSING OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF TEN (10) YEARS.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Environmental Affairs; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO			TECHNICAL ENQUIRIES MUST BE DIRECTED TO:		
CONTACT PERSON	SCM Officials		CONTACT PERSON	SCM Officials	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dfre.gov.za		E-MAIL ADDRESS	Tenders@dfre.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....Bid number DFFE-T030 (24/25)
Closing Time 11:00 am Closing date 20 February 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
			R
-	Required by:		
-	At:		
-	Brand and model		
-	Country of origin		
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

- $$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2...	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

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

-

 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The **90/10** 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	80/90
SPECIFIC GOALS	20/10
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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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 90/10 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 (90/10 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)
More than 50% (fifty percent) ownership by Black people	10	
More than 50% (fifty percent) ownership by Women	10	
More than 50% (fifty percent) ownership by people with disabilities	10	

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 APPOINTMENT OF SERVICE PROVIDERS FOR THE LOCAL PROCESSING OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF TEN (10) YEARS

NOTE: BIDDERS SHOULD INDICATE BELOW WITH AN X WHETHER THEY ARE SUBMITTING A BID AS AN EXISTING OR PROSPECTIVE WASTE TYRE PROCESSOR, AS EACH CATEGORY WILL BE EVALUATED SEPARATELY.

- **Existing Waste Tyre Processor:** A processor that is currently operational and actively processing waste tyres or in the final commissioning phase of its plant and preparing to start full operations.
- **Prospective Waste Tyre Processor:** A processor that is in the planning, development, or early construction phases and has not yet begun processing waste tyres.

☐

Existing Waste Tyre Processor

☐

Prospective Waste Tyre Processor

TABLE OF CONTENTS

1.	PURPOSE	3
2.	INTRODUCTION AND BACKGROUND	3
3.	OBJECTIVES.....	4
4.	SCOPE AND EXTENT OF WORK	5
5.	EXPECTED DELIVERABLES / OUTCOMES	6
6.	PERIOD / DURATION OF PROJECT / ASSIGNMENT	6
7.	COSTING / COMPREHENSIVE BUDGET	7
8.	INFORMATION SESSION	7
9.	EVALUATION CRITERIA	8
10.	BID SUBMISSION REQUIREMENTS	20
11.	LEGISLATIVE FRAMEWORK OF THE BID	21
12.	SPECIAL CONDITIONS OF THE CONTRACT.....	22
13.	PAYMENT TERMS.....	24
14.	TECHNICAL ENQUIRIES.....	24
15.	ANNEXURE A – PRICING SCHEDULE	25
16.	ANNEXURE B - ESTIMATED AVERAGE MONTHLY WASTE TYRES ARISING PER PROVINCE & GUIDE FOR STOCK ALLOCATION	27
17.	ANNEXURE C – OVERVIEW OF TYRE TYPES AND SPECIFICATIONS.....	28

1. PURPOSE

- 1.1. The Waste Management Bureau ("Bureau" or WMB) intends to contract with existing and prospective waste tyre Processors for a period of ten (10) years.
- 1.2. To establish a sustainable waste tyre processing industry in South Africa through the promotion, facilitation and implementation of the reuse, recycling and recovery of waste tyres.

2. INTRODUCTION AND BACKGROUND

- 2.1 The Department of Forestry, Fisheries, and Environment (DFFE) established the Waste Management Bureau ("Bureau" or WMB) as per the Waste Amendment Act of 2014 with the objectives of the Bureau, among others, being to:
 - 2.1.1. Promote and facilitate the minimisation, reuse, recycling, and recovery of waste.
 - 2.1.2. Manage and monitor the implementation of industry waste management plans
 - 2.1.3. Support and advise on the development of waste management plans, tools, instruments, processes, systems, norms, standards, and municipal waste management plans and capacity-building programmes
- 2.2. In November 2019, the DFFE Minister commissioned the Council for Scientific and Industrial Research (CSIR) to develop an Industry Tyre Waste Management Plan (IndWTMP) as contemplated in Section 29 of the National Environmental Management Waste Act N0 59 of 2008.
- 2.3. A primary focus of the plan is to facilitate waste tyre processing capacity in South Africa and to reduce the negative environmental impacts of waste tyres efficiently and effectively while supporting enterprise development and job creation in a circular economy.
- 2.4. The 2024 Industry Waste Tyre Management Plan (IndWTMP), which was gazetted on 20 March 2024, represents an important milestone in the waste tyre management system and provides a comprehensive framework for the efficient and effective management of the waste tyre sector in a circular manner.
- 2.5. The IndWTMP, as subordinate legislation, focuses on the challenges of the ecosystem and strategic objectives to address them, which, amongst others, are:
 - 2.5.1. The annual inflow of waste tyres exceeds the current processing capacity.
 - 2.5.2. Over-full Depots, which leads to backlogs at Tyre dealers.
 - 2.5.3. Institutional limitations are not supportive of investment in waste tyre processing infrastructure.

- 2.5.4. Support a circular economy by diverting and benefiting a broad range of waste tyre types/categories from Waste Tyre Storage Depots.
- 2.5.5. Addressing historically underserved markets such as the mining and agricultural sectors.
- 2.5.6. Support efficient logistics in the waste tyre value by incentivising processors to establish operations close to high-generation areas.
- 2.5.7. Support local value addition, investment and job creation due to an efficient and sustainable processing industry.
- 2.6. A "waste tyre processor" means a person or facility engaged in the commercial re-use, recycling or recovery of waste tyres.
- 2.7. An "existing Waste Tyre Processor" is a processor that is currently operational and actively processing waste tyres or in the final commissioning phase of its plant and preparing to start full operations.
- 2.8. A "prospective Waste Tyre Processor" is a processor that is in the planning, development, or early construction phases and has not yet begun processing waste tyres.

3. OBJECTIVES

The objective of this project is to:

- 3.1. Establish a viable waste tyre processing industry in South Africa through the promotion, facilitation and implementation of the reuse, recycling and recovery of waste tyres.
- 3.2. Expand the waste tyre processing capacity in the country.
- 3.3. Develop monitoring systems to ensure transparency and to measure progress related to waste tyre processing.
- 3.4. To appoint waste tyre processors that will process waste tyres utilising technologies compliant with all regulations through a competitive bidding process.
- 3.5. Reduce waste tyre stockpiles at depots.
- 3.6. Process waste tyres as per the Service Level Agreement.
- 3.7. Facilitate waste tyre processing capacity in South Africa and reduce the negative environmental impacts of waste tyres efficiently and effectively while supporting enterprise development and job creation in a circular economy.
- 3.8. Expand the waste tyre processing capacity of South Africa.

4. SCOPE AND EXTENT OF WORK

- 4.1. The Waste Management Bureau (WMB) is mandated to expand the waste tyre processing sector. While the WMB currently supplies waste tyres to existing processors, incoming tyre volumes exceed the processing capacity for certain tyre types. The scope of work entails procuring additional processing capacity while allowing existing processors to bid for a processing fee.
- 4.2. **The WMB will evaluate bids from existing processors separately from those of prospective processors** due to the inherent differences in their respective business cycles.
- 4.3. Bidders are invited to submit bids for an allocation (in tonnes per month) of each waste tyre type required for their processing technology, along with a processing fee that supports their business model (see **ANNEXURE A – PRICING SCHEDULE**).
- 4.4. Bidders should note that the market for radial truck tyres is currently saturated, resulting in heightened competition.
- 4.5. In preparing their bids, bidders should consider that the WMB incurs significant logistical costs in delivering waste tyres to processors. Therefore, our capacity to deliver tyres in excess of what is available locally (within the province or from neighbouring provinces) is restricted by budget constraints. Current tyre inflows by type and province are provided in **ANNEXURE B**, and bidders are strongly encouraged to review this data, as it will influence WMB's contracting decisions. Specifically:
 - 4.5.1. The WMB will not supply tyres to processors in quantities exceeding system inflows, notwithstanding stockpile availability.
 - 4.5.2. The WMB is not obligated to supply tyres "at any cost." The WMB will consider logistics costs relative to the processor's location and the availability of stock, as well as the bidder's proposed processing fee.
 - 4.5.3. The WMB reserves the right to negotiate with bidders, particularly regarding delivery costs to processors.
- 4.6. The following shall be required from contracted Processors:
 - 4.6.1. Receive tyres from the WMB. **A minimum of 1 week storage capacity at the processor's facility is required.**
 - 4.6.2. Process waste tyres per signed Service Level Agreement.
 - 4.6.3. Submit reports showing proof of waste tyres processed.
 - 4.6.4. Place orders for waste tyres to the WMB based on demand forecasts (quarterly) and firm monthly demand plans;

- 4.6.5. Document volumes/tonnages received as well as report to the WMB volumes/tonnages processed every week.
- 4.7. Document and report to the WMB the number of jobs created and maintained every month.
- 4.8. Comply with all relevant legislation and licences applicable to their operations, such as Waste Management Licence, Atmospheric Emissions Licence (where applicable), and registration in terms of NEMWA Norms and Standards.
- 4.9. Processors will be paid by the WMB according to the tonnes of waste tyres processed. The processing fee will increase annually by the Consumer Price Index on the anniversary of the commencement of the operation of the plant.
- 4.10. Processing rates and incentives will be determined in the contract between the WMB and the relevant Processor.

5. EXPECTED DELIVERABLES / OUTCOMES

- 5.1. Ensure processing of waste tyres according to allocated volumes and specific tyre types, as stipulated in the contract. Processing should meet quality standards and efficiency requirements to support sector sustainability and optimal resource use.
- 5.2. Submit comprehensive weekly and monthly reports that detail the volume of waste tyres processed, disaggregated by tyre type, along with data on employment metrics, including the number of jobs created as a direct result of processing operations.
- 5.3. Provide detailed demand schedules on a weekly, monthly, and quarterly basis, reflecting anticipated waste tyre requirements. This should be aligned with processing capacities and market needs to ensure streamlined operations and resource planning.
- 5.4. Promote and enhance local economic growth through the waste tyre processing industry by actively supporting local value addition, fostering investment opportunities, and contributing to job creation. This outcome should be achieved by establishing an efficient and sustainable processing industry that drives socio-economic benefits within the community and the sector at large.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The WB intends to contract with **Existing Processors for ten (10) years after the signing of the SLA** by both parties and the issuing of an Official Order by DFFE.

- 6.2. The WB will contract with **Prospective Processors** for a period of ten (10 years, starting from the date of operation. Operations must commence within 18 months after the signing of the SLA by both parties and the issuing of an Official Order by DFFE or as extended by mutual agreement.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. Bidders must submit a comprehensive proposal specifying the required quantity (mass) per tyre type and the proposed processing fee (refer to ANNEXURE A – PRICING SCHEDULE). The processing fee should encompass all costs, expenses, and applicable taxes.
- 7.2. 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). **Bidders are required to quote according to the Price Schedule (quantity and processing fee for the tyre types required for their business proposal in the Pricing Schedule).**
- 7.3. 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.
- 7.4. 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 that responds 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.

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: **11 December 2024**
- Time: **10H00 – 11H00**
- Platform/ Venue: [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:

- a) Phase 1: Pre-compliance
- b) Phase 2: Functionality Criteria
Method 1 – Existing Processors
Method 2 – Prospective Processors
- c) Phase 3: Site Inspection – Method 1 only – Existing Processors
- d) Phase 4: Price and Preference Points

9.2. PHASE 1: PRE-COMPLIANCE (EXISTING PROCESSORS OR PROSPECTIVE PROCESSORS)

9.2.1 During this phase, bid documents will be reviewed to determine compliance with SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria may not be evaluated further.

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

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin
5	SBD 3.2 - Pricing Schedule	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
8	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

9.3. PHASE 2: FUNCTIONALITY CRITERIA – METHOD 1 – EXISTING PROCESSORS

9.3.1. Bid proposals that meet pre-compliance requirements may be evaluated on functionality criteria.

9.3.2. Existing and prospective processors must score a minimum of **70%** during Phase 2 (functionality) of the evaluation to qualify for Phase 3 Site Inspection to verify information submitted by bidders and to establish the suitability of the site in line with DFFE requirements.

9.3.3. The following scores will be applicable when evaluating functionality:

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
1	Bidder's experience in waste tyre processing in South Africa	Company profile, production reports (detailing the quantities of tyres processed, waste generated, and end products produced), annual operations reports (showing processing volumes and performance metrics over time)		
		Information to be submitted as evidence: - Company profile - Production reports showing: - Waste tyres processed - Waste generated - End products produced and quantities thereof - Annual operations reports showing: - Processed volumes per year and per tyre type		
		Years' experience in waste tyre processing	Scores	Total Score
		8 years or more experience	5	35
		7 years' and less than 8 years' experience	4	

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
		6 years' and less than 7 years' experience	3	
		4 years' and less than 6 years' experience	2	
		2 years and less than 4 years' experience	1	
		Less than 2 years' experience or no experience	0	
2	Bidder's proof of existing operations	Site Plan, coloured photos showing site layout and waste tyre processing infrastructure, utilities etc.		
		Proof of existing operations and land-use approvals	Scores	Total Score
		Locality map, site development plan, general site photos, (entrance, storage area, administrative buildings, workshops etc.), photos of operational processing infrastructure, Municipal approvals (evidence of municipal approved building plans) all provided	5	40
		Locality map, site development plan, general site photos, (entrance, storage area, administrative buildings, workshops etc.), photos of operational processing infrastructure but only partial building plan approval or pending documentation but evidence of progress towards approval.	3	
		Not all information on operations provided (no photos or insufficient evidence of infrastructure) and/or no municipal approval or evidence provided	0	

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
3	Evidence of all requisite licences	Documentary evidence of all requisite licenses. These may include, inter alia (and where applicable):		
		Waste management license,		
		Atmospheric emissions License (if applicable)		
		Registration in terms of the NEMWA Norms and Standards (if applicable)		
		Documentary evidence of all requisite licenses	Scores	Total Score
		Applicable licences/registrations valid and proof attached	5	25
		Licences/registrations previously issued but now expired	3	
		No licences or registrations ever issued	0	
TOTAL POINTS ON FUNCTIONALITY			100	

9.4. PHASE 3: SITE INSPECTION – METHOD 1 – EXISTING PROCESSORS

- 9.4.1. DFFE will conduct a physical evaluation and assessment of the site as outlined in your proposal.
- 9.4.2. Site inspection will include verification of information provided by the bidder.
- 9.4.3. Plant Operations: The waste tyre processing plant must be fully operational during the site visit. For non-operational plants, the site location and relevant equipment (where applicable) will be verified.
- 9.4.4. Existing processors must score a minimum of **60%** during Phase 3 (site inspection) to qualify for Phase 4 of the evaluation where only points for price and preference points will be considered.
- 9.4.5. The following scores will be applicable during the site inspection:

NO.	Site inspection Criteria	Requirements		
1	Site evaluation/due diligence	Confirmation of operations		
		Verification of operations	SCORES	TOTAL SCORE

		Plant is in full operation	5	60
		Non-operational but equipment is on-site and ready	3	
		No equipment or operation in place	0	
TOTALPOINTS ON FUNCTIONALITY				60

9.5. PHASE 2: FUNCTIONALITY CRITERIA – METHOD 2 – PROSPECTIVE PROCESSORS

9.5.1. Bid proposals that meet pre-compliance requirements may be evaluated on functionality criteria.

9.5.2. Prospective processors must score a minimum of **70%** during Phase 2 (functionality) of the evaluation to qualify for Phase 4 of the evaluation where only points for price and preference points will be considered.

9.5.3. The following scores will be applicable when evaluating functionality:

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
1	Technical experience of bidder	The bidder, or their Engineering, Procurement, and Construction (EPC)/technology partner, must demonstrate proven expertise and relevant experience in tyre processing and/or pre-processing. The submission should include:		
		A detailed summary of previous projects related to tyre processing/pre-processing, specifying the technologies used and the outcomes achieved		
		Evidence of successfully completed projects in the sector, including project timelines, scale, and any technical challenges overcome		
		References and contact information for key clients from past projects		
		No. of plants developed by bidder/technology partner	Scores	Total Score
		5 or more plants	5	10

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
		3 – 4 plants	4	
		1 – 2 plants	3	
		0 Plants	0	
2	Details of proposed processing facility	Bidders must provide the following documentation to support their submission (high-resolution images should be included showing the current or planned site layout, including key processing infrastructure, waste tyre handling equipment, and any available utilities):		
		Locality map indicating the precise location of the site in relation to surrounding infrastructure and supply chains.		
		Site development plan providing a detailed layout of the tyre processing areas, storage facilities, utilities, and other relevant infrastructure.		
		A comprehensive description of the tyre processing/pre-processing technology to be utilized and rationale for selecting this technology.		
		Technical specifications of proposed technology:		
		Operational capacity of the technology for different tyre types		
		Energy consumption, space requirements, maintenance schedule		
		Confirmation that the technology complies with relevant industry standards and environmental regulations		
		Municipal approvals (land-use and building plan application or approvals).		
		Details of proposed processing facility/plant	Scores	Total Score
		All documentation provided	5	20
		Four (4) of five (5) documents provided	4	
		Three (3) of five (5) documents provided	3	

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
		Two (2) of five (5) documents provided	2	
		One (1) of five (5) documents provided	1	
		No documents provided	0	
3	Lead Time to Operational Start-up	Bidders must provide a detailed timeline outlining the lead time required from contract award to full operational start-up. This should include key milestones such as procurement, installation, testing, commissioning, and any necessary regulatory approvals. The timeline should reflect realistic project phases and clearly indicate when the facility will be fully operational and capable of processing tyres. A letter of commitment for the chosen timelines by the equipment supplier and installer must be included, on a letterhead and signed by an authorised official		
		Timeline to start of operations	Scores	Total Score
		Plant ready for operation within 6 months of an official order from the Waste Bureau	5	20
		Plant ready for operation within 12 months of an official order from the Waste Bureau	4	
		Plant ready for operation within 18 months of an official order from the Waste Bureau	3	
		Plant not ready within 18 months of an official order from the Waste Bureau	0	
4	Regulatory compliance	Bidders must submit documentary evidence of all requisite licenses and permits, including but not limited to a Waste Management License and, if applicable, Atmospheric		

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
		Emission License. In cases where the licenses/permits are still pending, proof of application for the relevant licenses/permits will be accepted.		
		All requisite licences and permits in place	Scores	Total Score
		Bidders have the requisite licenses or have proof of application for requisite licences	5	10
		No licenses or proof of application provided	0	
5	Offtake Agreement for Tyre-Derived Products	Bidders must submit a formal offtake agreement that outlines the key terms for the sale or distribution of the processed tyre-derived products. The offtake agreement must include the following details:		
		The minimum and maximum quantities of tyre-derived products to be supplied over the duration of the agreement, expressed in tonnage or other appropriate units		
		Detailed specifications of the quality of the processed products, including any industry standards or specific requirements (e.g., granulate size, cleanliness, or other product attributes) agreed upon between the supplier and the buyer.		
		The length of the contract or commitment period, as well as any renewal or extension options.		
		Provide signed documentation or letters of intent between the bidder and potential buyers, demonstrating that agreements are in place or under negotiation		
		Status of offtake agreement	Scores	Total Score
		A signed letter confirming that an agreement is established between	5	20

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
		the bidder and the buyer for the supply of processed products.		
		A preliminary draft of the offtake agreement or a letter of intent indicating the intention to contract for the supply of processed products.	3	
		No documentation indicating an agreement or intention to contract is submitted.	0	
6	Financing of the proposed waste tyre processing facility	Bidders must demonstrate the ability to secure adequate funding for the prospective project along with the following evidence:		
		Fully financed - signed financing agreements or contracts from banks, investors, or lenders, confirming the secured funds, along with a summary of any disbursed funds		
		Secured Conditional Funding - letters of intent, term sheets, or provisional commitment letters from investors or lenders, specifying conditions for funding release.		
		Documented Financial Plan - a detailed financial proposal or business plan with cost estimates, funding requirements, revenue forecasts, and identified potential funding sources.		
		Preliminary Discussions and Planning - meeting notes, emails, or letters showing initial interest from potential investors or lenders; high-level financial projections or preliminary budget.		
		Conceptual Stage- a brief summary or description of anticipated funding sources, including initial cost projections or business model outline.		
		Status of financing for project	Scores	Total Score

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
		Full financing for the project is confirmed, with binding commitments or signed agreements in place. All major funding requirements are secured, and funds are available to initiate project implementation.	5	20
		Conditional or partial funding commitments have been obtained from investors, banks, or funding institutions. This may include letters of intent, term sheets, or provisional approvals based on the fulfilment of certain conditions.	4	
		A detailed financial plan or proposal exists, outlining cost structures, revenue projections, and funding requirements. There may be some indication of interest from investors or financial institutions, but no formal commitments.	3	
		Initial discussions with potential financiers or investors have taken place, and preliminary financial plans or projections are documented. However, there are no formal agreements or commitments at this stage.	2	
		Financing is still conceptual, with no formal documentation or proposals developed. The bidder	1	

NO.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		
		may only have high-level projections or ideas on securing funding but lacks concrete steps or commitments.		
		No information provided	0	
TOTAL POINTS ON FUNCTIONALITY				100

9.6. PHASE 4: PRICE AND PREFERENCE POINTS - (*BOTH EXISTING PROCESSORS OR PROSPECTIVE PROCESSORS WILL COMPETE ON PREFERENCE POINTS AND PRICE*)

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

- a) For contracts with a Rand value **below R50 000 000**, a total 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 $P_s = 80[1 - (P_t - P_{min})/P_{min}]$. Provided:
 P_s = Points scored for the price of the tender under consideration.
 P_t = Price of tender under consideration; and
 P_{min} = 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) Black people, Women, or people with disabilities
 - 0 Points: for 50% and below ownership by stipulated categories of persons
- b) If it is unclear whether the 80/20 or 90/10 preference point system applies, either the 80/20 or 90/10 preference point system will be applied. In such case, the lowest acceptable tender will be used to determine the applicable preference point system.

9.6.2. 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 total points, but only by section 2(1)(f) of the PPPFA.

9.6.3. The DFFE reserves the right to negotiate prices that are not deemed market-related and not to award the tender to the bidder with the lowest price.

9.6.4. The preference point system applicable for this bid is **80/20 or 90/10**.

9.6.5. A total of **20** points will be allocated for either of the specific goals:

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

9.6.6. For bidders to claim preference points, the following must be adhered to:

- a) Submit a complete and signed SBD 6.1,
- b) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, an 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) If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should be submitted. Members of the joint venture must meet the requirements of the proposal.
- d) Submit a 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.

OR

PRICE AND PREFERENCE POINTS (ABOVE 50 MILLION)

9.6.7. The preference point system applicable for this bid is 90/10.

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

- a. For contracts with a Rand value above R50 000 000, a maximum of 10 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 90 points for price.
 - i. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided:
Ps = Points scored for the price of the tender under consideration.
Pt = Price of tender under consideration; and
Pmin = Price of the lowest applicable tender.
 - ii. total of 10 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

9.6.9. 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.

9.6.10. A maximum of 10 Points will be allocated for either of the specific goals.

SPECIFIC GOALS	90/10
>50% ownership by Black people, Or	10
>50% ownership by Women, Or	10
>50% ownership by people with Disability	10

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

- e) Submit a complete and signed SBD 6.1,
- f) 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 consist of one (01) master original document and must indicate the prices on SBD 3.2 and Annexure A (where applicable) for a detailed price schedule.
- 10.1.3. Company profile, production reports (detailing the quantities of tyres processed, waste generated, and end products produced), and annual operations reports (showing processing volumes and performance metrics over time).
- 10.1.4. Site Plan, coloured photos showing site layout and waste tyre processing infrastructure, utilities, etc.
- 10.1.5. Documentary evidence of all requisite licenses.

- 10.1.6. The bidder or their Engineering, Procurement, and Construction (EPC)/technology partner must demonstrate proven expertise and relevant experience in tyre processing and/or pre-processing.
- 10.1.7. The bidders must provide the following documentation to support their submission (high-resolution images should be included showing the current or planned site layout, including key processing infrastructure, waste tyre handling equipment, and any available utilities).
- 10.1.8. Locality map indicating the precise location of the site about surrounding infrastructure and supply chains.
- 10.1.9. The bidders must provide a detailed timeline outlining the lead time required from contract award to full operational start-up.
- 10.1.10. The bidders must submit a formal offtake agreement that outlines the key terms for the sale or distribution of the processed tyre-derived products.
- 10.1.11. Standard bidding documents (SBD1, 3.2, 4 and 6.1).
- 10.1.12. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.
- 10.1.13. 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 times attempt to 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 the award of the bid.
- 11.1.4. SARS Tax Status Pin requirements/ or Central Supplier Database (CSD) number or report must be provided.

11.2 Procurement Legislation

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

- 11.2.2. If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should 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. 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 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. Service providers that have been awarded an allocation of waste tyres through this bid will not receive them until all relevant municipal and regulatory approvals are in place.
- 12.5. Service providers will be allocated waste tyres based on stock availability within the province and, in certain cases, from surrounding provinces at the discretion of the WMB. The WMB reserves the right to negotiate with prospective service providers based on factors such as market competition, stock

availability, and the processing fee tendered. Additionally, bidders may be given the option to collect tyres from depots at their own expense.

- 12.6. 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.
- 12.7. The service provider shall notify the DFFE in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 12.8. The proposals should be submitted with all required information containing technical information.
- 12.9. DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be evaluated further
- 12.10. 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.
- 12.11. *In case of bids where Consortia/ Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal. Bidders failing to submit a signed Consortia/ Joint Ventures, Consortia/ Joint Venture agreement the bid will be considered invalid and will not be evaluated further.***
- 12.12. 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),
- 12.13. DFFE reserves the right to request additional information to validate any information submitted by bidders, including preference points claimed.
- 12.14. If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 (fourteen) days as to why:
 - 12.13.1. The Tender may not be disqualified, or,
 - 12.13.2. If the Tender has already been awarded to the Bidder, the contract should not be terminated.
- 12.14. After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract and, if applicable, claim damages from the Bidder.
- 12.15. Poor or non-performance by the bidder will result in the cancellation of contracts.

- 12.16. Please take note that DFFE is not bound to select any of the firms submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.17. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.18. Geographical Limitation of Supply - the Waste Bureau will prioritise the supply of waste tyres from within the province where the processing facility is located, as well as from neighbouring provinces. The supply of waste tyres from any other provinces shall be at the sole discretion of the Waste Bureau, based on operational requirements, available stock, and logistical considerations.
- 12.19. Should tyres need to be supplied from provinces beyond those specified in the clause above, the Waste Bureau reserves the right to determine the terms, conditions, and quantities for such supply. The processing facility will be informed in advance of any such decisions, and any related transport costs or logistical arrangements may be subject to separate negotiations or agreements.

13. PAYMENT TERMS

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

NAME OF THE BIDDER.....

Existing Waste Tyre Processor

Prospective Waste Tyre Processor

LOCATION OF BIDDER'S PROCESSING PLANT.....

PRICING SCHEDULE (PLEASE REFER TO ANNEXURE C FOR TECHNICAL DESCRIPTION OF TYRE TYPES)

PLEASE NOTE:

BIDDERS WILL BE EVALUATED BASED ON PROCESSING FEE

BOTH EXISTING PROCESSORS OR PROSPECTIVE PROCESSORS WILL COMPETE ON PREFERENCE POINTS AND PRICE)

ALLOCATION WILL BE PROVIDED TO THE LOWEST PRICED BIDDERS UNTIL ALLOCATIONS ARE EXHAUSTED

THE PROCESSING FEE WILL INCREASE ANNUALLY BY THE CONSUMER PRICE INDEX ON THE ANNIVERSARY OF THE COMMENCEMENT OF THE OPERATION OF THE PLANT.

TYRE TYPE	(A) QUANTITY REQUIRED (Tonnes/month)	(B) PROCESSING FEE (R/tonne)
Passenger		
4x4		
Light commercial		
Radial truck		
Nylon truck		
Agricultural		
Off the road (OTR)		
Industrial		
Airplane		
Motorcycle		
Scrap		
Other (may be combination of above) – please specify:		
TOTAL (INCLUDING VAT)		

16. ANNEXURE B - ESTIMATED AVERAGE MONTHLY WASTE TYRES (IN TONS) ARISING PER PROVINCE & GUIDE FOR STOCK ALLOCATION:

PROVINCE	PASS	4X4	LC	NYLON TRUCK	AGR	OTR	IND	AIR	MOT
EC	188	1,068	79	4	210	150	84		1
WC	427	1103	15	1	151	52	293	0	4
NC	51	60	2	0	2	5	2	-	0
Gauteng	720	612	197	3	634	25	2956	0	6
North West	192	181	4	0	17	3	2	0	0
Free State	42	94	17	2	28	84	19	0	0
KZN	242	213	18	3	45	148	52	0	1
MP	28	40	6	0	57	34	31	0	0
Limpopo	58	113	46	1	73	379	100	0	0
TOTAL	1948	3484	384	14	1217	880	3540	0	12

ESTIMATED AVERAGE MONTHLY TRUCK RADIAL WASTE TYRES (IN TONS) ARISING PER PROVINCE & GUIDE FOR STOCK ALLOCATION:

North West	161
Limpopo	190
Free State	199
Western Cape	721
Eastern Cape	236
Gauteng	1,461
Mpumalanga	183
KwaZulu Natal	719
Northern Cape	35

ESTIMATED POST LEVY STOCKPILES & GUIDE FOR STOCK ALLOCATION:

Province	Source	No of Tyres: OTR
Limpopo	Mines	8567
	Depots	37
Northern Cape	Mines	6234
	Depots	241
Mpumalanga	Mines	4400
	Depots	1498
Western Cape	Depots	453
Eastern Cape		918
KwaZulu Natal		443
North-West		135
Free State		620
Gauteng		912

17. ANNEXURE C: – OVERVIEW OF TYRE TYPES AND SPECIFICATIONS

TYRE TYPE	DESCRIPTION	SIZE RANGE	COMMON WIDTHS (mm)	ASPECT RATIOS	RIM DIAMETERS (mm)	LOAD INDEX RANGE
Passenger	For use on personal vehicles, such as sedans, hatchbacks, and SUVs.	175/70 R13 - 255/55 R19	175 - 255	70 - 55	330 – 480	75 - 110
4X4	Also known as all-terrain or off-road tyre, there are specifically designed for use on four-wheel-drive (4WD) vehicles	215/75 R15 - 325/60 R20	215 - 325	75 – 60	380 – 510	95 – 127
Light commercial	For light trucks, vans, and vehicles used for commercial purposes	195/70 R14 - 275/70 R18	195 - 275	70 – 65	356 - 457	88 - 120
Radial truck	Radial truck tyres are designed for heavy-duty vehicles, including trucks and buses. They feature a radial construction	225/70 R15 - 445/65 R22.5	225 – 445	70 – 65	381 – 571	104 – 164
Nylon truck	Nylon truck tyres are constructed using nylon cord for reinforcement, providing durability and strength for heavy loads	7.00-15 - 12.00-20	178 – 305	80 – 90	381 – 571	10 ply rating (PR) – 14 ply rating

TYRE TYPE	DESCRIPTION	SIZE RANGE	COMMON WIDTHS (mm)	ASPECT RATIOS	RIM DIAMETERS (mm)	LOAD INDEX RANGE
Agricultural	Agricultural tyres are specifically designed for farming and agricultural equipment, such as tractors, combines, and harvesters. These tyres feature wide, deep treads for maximum traction	320/85 R24 - 800/70 R38	320 – 800	70 – 90	610 – 965	90 – 170
Off the road (OTR)	OTR tyres are engineered for heavy machinery and vehicles used in mining, construction, and earth-moving operations. They are characterized by their large size and aggressive tread patterns designed to provide traction on rough and uneven surfaces	20.5 R25 - 40.00 R57.	520 – 1016	80 – 40	635 – 1,448	L5 (14t) – L4 (50t)
Industrial	Industrial tyres are designed for use in warehouses, factories, and construction sites, often on equipment such as forklifts, skid steer loaders, and telehandlers	10.00-20 - 18.00-25	254 – 457	80 – 90	508 – 635	12 PR – 20 PR

TYRE TYPE	DESCRIPTION	SIZE RANGE	COMMON WIDTHS (mm)	ASPECT RATIOS	RIM DIAMETERS (mm)	LOAD INDEX RANGE
Airplane	Airplane tyres are specialized components designed to withstand the high forces experienced during take-off, landing, and taxiing	14.00-24 - 44.00-20	356 – 1,118	60 – 90	508 – 610	>200
Motorcycle	Motorcycle tyres are designed to provide optimal performance, handling, and safety for two-wheeled vehicles.	100/90-16 - 200/55-17	100 – 200	90 – 95	406 – 432	54 – 78
Scrap	May consist of a mixture of off-cuts and remnants from different tyre types, resulting from the manufacturing process or tyre repair activities. Off-cuts may include sections of rubber and fabric materials that are not usable for tyre production but can be processed for recycling or repurposing					

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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

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

Address Detail

	Physical	Postal
Address		
(Compulsory if Supplier)		
Postal Code		

New Detail

☐ New Supplier information ☐ Update Supplier information

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

Department Number

