



forestry, fisheries & the environment

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

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Ref: DFFE-B011 (25/26)
Enquiries: SCM Officials
Email: Tenders@dfpe.gov.za

BID NUMBER: DFFE-B011 (25/26) FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE TRANSPORTATION OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

TENDER CLARIFICATION NOTICE 1

Please note the following clarifications regarding the above bid:

No.	Issue	Response/clarification
1.	A discrepancy exists between the number of transporters specified in section 4.4.2 of the TOR (page 5 / page 22 of PDF), which states 20 transporters, and Table 1 on page 7 of the TOR (page 23 of PDF), which states 21 transporters.	The correct figure is a maximum of 21 secondary transporters, as indicated in Table 1.
2.	Paragraph 5.3.4 of the TOR (page 11) refers to Table B3.	The correct reference is Table B2.



Batho pele- putting people first



The processing of personal information by the Department of Forestry, Fisheries and the Environment is done lawfully and not excessive to the purpose of processing in compliance with the POPI Act, any codes of conduct issued by the Information Regulator in terms of the POPI Act and / or relevant legislation providing appropriate security safeguards for the processing of personal information of others.



forestry, fisheries
& the environment

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

INVITATION TO BID

BID NUMBER: DFFE-B011 (25/26)

FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE TRANSPORTATION OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

ENQUIRIES:

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

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

THE CLOSING DATE OF THE BID: 24 October 2025 AT 11:00 AM

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

Date: 14 October 2025

Time: 10H00 – 11H00

MS Teams Link: [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 B011 (25-26)	CLOSING DATE:	24 OCTOBER 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE TRANSPORTATION OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF TWENTY-FOUR (24) MONTHS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT					
473 STEVE BIKO ROAD; CNR SOUTPANSBERG AND STEVE BIKO ROAD, ARCADIA PRETORIA /TSHWANE					
BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM Practitioners	CONTACT PERSON			
TELEPHONE NUMBER	012 399 9892	TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER			
E-MAIL ADDRESS	Tenders@dffe.gov.za	E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE B011 (25-26)
CLOSING TIME 11:00 AM	CLOSING DATE: 24 OCTOBER 2025

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

DESCRIPTION: FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE TRANSPORTATION OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

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

HOURLY RATE

DAILY RATE

R-----

R-----

R-----

R-----

R-----

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

R-----

----- days

R-----

----- days

R-----

----- days

R-----

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

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

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials

Tel: (012) 399 9892

E-mail: Tenders@dffe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

-

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

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



**forestry, fisheries
& the environment**

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

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

TERMS OF REFERENCE

**FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE TRANSPORTATION OF WASTE TYRES
ACROSS THE COUNTRY FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

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1. PURPOSE

- 1.1. The Waste Management Bureau (“the Bureau” or “WMB”) intends to appoint service provider(s) for the transportation of waste tyres nationwide, under a contract period of twenty-four (24) months.

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 advice 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 terms of the Waste Tyre Regulations (2017 as amended), should a waste tyre management plan expire, be withdrawn or be terminated for any reason, the Waste Bureau shall be responsible to facilitate, supervise and control the management of waste tyres for the interim until a new industry waste tyres management plan is approved.
- 2.3 The Waste Bureau intends to appoint waste tyres transportation services providers who will assist the Waste Bureau with waste tyre transportation for a period of 24 months.
- 2.4 A waste tyre transporter means any person/company that conveys or transfers waste tyres between any of the following facilities: a producer, a tyre dealer, a waste tyre storage site/ depot, collection points, or waste tyre processors. For definitions of these terms please refer to ANNEXURE E (TRANSPORT STANDARD OPERATING PROCEDURES) and the Waste Tyre Regulations (2017 as amended).

3. OBJECTIVES

- 3.1. The objective is to appoint suitable waste tyre transporters to provide the following services:
 - 3.1.1. Collect waste tyres from registered collection points and deliver them to depots or to a destination as instructed by the Waste Bureau (“**Primary Transport**”).
 - 3.1.2. Transport waste tyres from waste tyre depots to holding depots, processors, secondary users, or any other destinations as ordered by the Waste Bureau (“**Secondary Transport**”).

4. SCOPE AND EXTENT OF WORK

- 4.1. Waste tyre transporters will be required to transport waste tyres from origin to destination points as and when required and authorised by the WMB. The transport services required are as follows:

4.1.1. **Primary transporters:**

- These transporters collect waste tyres from collection points and deliver them to waste tyre depots. **This network is mostly short distance, using smaller trucks** (minimum of 1 tonne up to 10 tonne capacity), and is therefore location specific. There are exceptions in this category, where certain collection points are located far from the waste tyre depots, requiring transporters to travel long distances to service them. The Waste Bureau will allocate collection points to Primary Transporters to service based on the criteria defined in Section 5.1.

4.1.2. **Secondary transporters:**

- These transporters principally collect waste tyres from waste tyre depots (despatching depots) but may also be required to service some collection points (e.g. tyre manufacturers). Waste tyres are then transported to processors, secondary users, exporters, and/or holding depots as and when the service is required. This **network is largely long-distance (typically inter-provincial), using super links** (30 to 36 tonnes capacity), although there may also be exceptions where the processors, holding depots, or secondary users are located near the despatching depot.

4.2. Bidders should familiarise themselves with the Transport Standard Operating Procedures (ANNEXURE E). It is expected that transporters:

- 4.2.1. Conduct themselves professionally and responsibly and cooperate with the dealers, collection point representatives, and depot managers
- 4.2.2. Observe the depot operating times stipulated by WMB and align their operations accordingly
- 4.2.3. Follow the depot procedures and prescribed depot instructions.

4.3. **General requirements of bidders/transporters**

4.3.1. **Primary transporters**

- Bidders should preferably own the vehicle/s being submitted for contracting with the Waste Bureau. Leased vehicles will also be considered, however.
- The vehicle/s should have a capacity of at **least 1 tonne up to a maximum of 10 tonnes**
- The truck types can include (inter alia):
 - Box trucks
 - Drop sides
 - Flat beds
 - Utility trucks

For the purposes of this tender, **bakkie-and-trailer combinations will not be accepted** where used solely to meet the minimum vehicle payload requirement of 1 tonne. All individual vehicles proposed must have a minimum payload capacity of 1 tonne (excluding trailers).

While trailer combinations may be used during operations, they will only be permitted in addition to a compliant base vehicle, not as a means to meet the minimum mass threshold. This requirement is in place due to operational, safety, and compliance considerations.

4.3.2. Secondary transporters

- Bidders should preferably own the vehicle/s being submitted for contracting with the Waste Bureau. Leased vehicles will also be considered, however.
- The trucks for secondary transportation should all be super-linked with a capacity of at least 30 tonnes to a maximum of 36 tonnes. The truck types are typically, inter alia, one of the following:
 - Flat Beds
 - Taut liners
 - Side tippers (for transporting shredded tyres)
 - Walking floor (for transporting shredded/scrap tyres)

4.4. Transport network and service requirements

Table 1 provides details on the locations of WMB waste tyre depots, grouped by Province. Figure 1 presents a country-wide view of the spread of collection points in relation to depots. Additional logistics data is provided in ANNEXURE C. Requirements per type of transport service are further described below:

4.4.1. Primary transport

- Table 1 also provides the number of registered collection points and indicative tonnages that are generated monthly on average (by Province). This data, together with an allowance for redundancy in the system, has been used to inform the number of transporters being sought per Province. **The WMB is seeking to appoint a maximum of 43 primary transporters under this bid.**
- Primary transporters that are awarded contracts through the bidding process will be allocated collection points within the province/s specified in their bid submission at the discretion of the Bureau.
- Bidders are advised to note that the responsibility for loading and offloading of waste tyres (at the collection point and depots respectively) is the responsibility of the Primary Transporter as per the Transporter Standard Operating Procedures (ANNEXURE E).

4.4.2. Secondary transport

- The number of secondary transporters being sought is based on the mass of waste tyres that need to be delivered to the local processing industry. The target for local processing is established in the WMB's Annual Performance Plan (APP) and is 4,500 tonnes per month. **The WMB is seeking to appoint a maximum of 20 secondary transporters under this bid. Transporters will be required to work across the country and not only in one Province.** This is a target, however, and will depend on the actual bids received.

- In principle, the WMB will allocate stock for despatch from depots that are located closest to processors (typically intra-province transport). Stock availability may require longer distance transport in some instances, however (i.e. may require inter-province transport).
- Bidders are to note that **depot operators are responsible for loading secondary transport vehicles and therefore, this cost would not form part of the price offered by the bidder.** Loading times vary according to the tyre type and whether tyres have been pre-processed (baled or shredded). Indicative loading times currently are:
 - Baled passenger and 4x4 tyres: estimated at 30 – 45 minutes
 - Truck tyres: estimated at 90 – 120 minutes
 - Loose passenger and 4x4 tyres: estimated at 150 - 180 minutes

4.5. Bidders should take note of the above approximate loading times when scheduling collections as depots currently only operate between 07:30 and 16:30 on weekdays.

Table 1: Scope of work per Province and indicative number of transporters required (GPS coordinates of current depots are included in Annexure B)

Province	NC	WC	EC	KZN	MPU	LIM	FS	GAU	NW	TOTAL			
Depots	Upington	Atlantis	Uitenhage 2	Ladysmith	Nelspruit	Polokwane	Bloemfontein	Westonaria 1	Rustenburg	26			
		Mossel Bay	East London	Richards Bay	Belfast	Matsakali-Thohoyandou	Kroonstad	Westonaria 2	Hartebeespoort				
			Ngcobo	Cliffdale 17	Ferrobank (Emalahleni)			Klerksoord					
				Cliffdale 104				Tshwane					
								Midrand					
								Tembisa					
								Old Springs					

PRIMARY TRANSPORT:										
No. of registered collection points	80	577	195	369	346	190	133	443	130	2 463
Indicative average monthly mass collected (FY 24/25) (t)	74	2 911	1 130	1 961	685	439	358	4 368	328	12 254
Indicative no. of primary transporters required	2	10	4	5	3	3	2	12	2	43

SECONDARY TRANSPORT:										
Indicative no. of secondary transporters required	1	3	3	4	2	2	1	4	1	21

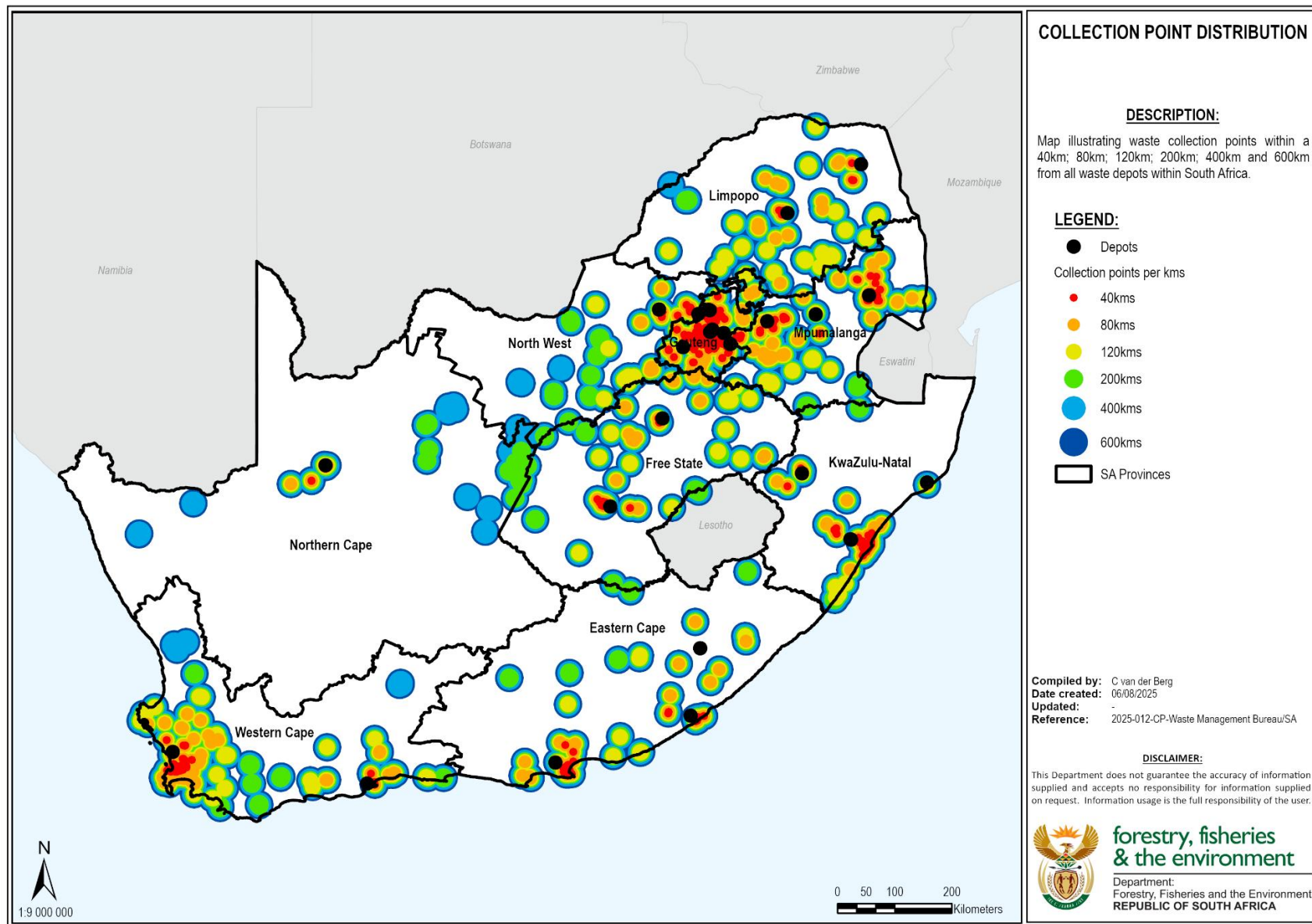


Figure 1: Country-wide map showing collection points and their proximity to storage depots (note this is indicative as some depots may no longer be in use)

5. EXPECTED DELIVERABLES / OUTCOMES

5.1 Primary transporters

5.1.1. Primary transporters are allocated collection points by the WMB in accordance with their geographical spread and waste tyre generation rates. The appointed waste tyre transporter will be expected to conduct the following:

- Collect waste tyres from their designated collection points regularly to ensure efficient and effective service to the collection points. Primary transporters will normally collect waste tyres within one Province and will be expected to deliver tyres to the nearest depot (noting that this may be in a neighbouring Province).
- Deliver the waste tyres to designated waste tyre depots or to a destination as prescribed by the Waste Bureau.
- Complete all collection/delivery notes in clear writing in accordance with prescribed norms and standards by the Waste Bureau, where relevant.
- Keep all records of collection/delivery notes safe for audit purposes.
- Complete and submit monthly reports as per the Waste Bureau instructions.
- Provide all necessary equipment and resources for the delivery of the service such as qualified drivers with PDP licence, nets to cover and secure loads, fuel and maintenance for the vehicle, etc.
 - Ensure that drivers have access to the internet and electronic devices such as smartphones to interface with a waste tyre ICT system should it be established during the contract.
 - Ensure that the vehicle is in good condition and roadworthy to properly execute the allocated work in accordance with all relevant legislation including the National Roads Traffic Management Act.
 - Comply with all other relevant pieces of legislation such as:
 - The Waste Act, No 59 of 2008, as amended
 - Waste Tyre Regulations of 2017,
 - Road Traffic Management Act
 - Occupational Health and Safety Act, No 85 of 1993, as amended
 - All relevant labour Acts.
 - Relevant Norms and Standards

5.1.2. Under no circumstance shall a transporter allocate collection points to themselves. The WMB will allocate and approve all collection points before the commencement of service.

5.1.3. All Primary Waste Tyre Transporters collecting waste tyres should endeavour to collect only waste tyres that have been mutilated in accordance with Section 6(2) of the Waste Tyre Regulations (2017),

which stipulates that a tyre dealer must mutilate or cause all waste tyres with a load index of 121 or less in their possession or control to be mutilated. Mutilation includes, but is not limited to:

- Cutting the bead of a waste tyre into two pieces
- Punching a hole with a minimum diameter of 50mm in the sidewall;
- Make a cut of at least 100mm in the sidewall.

5.2 Secondary transporters

5.2.1. Secondary transporters are allocated collections through official orders issued by the Waste Bureau. The Waste Bureau will issue transportation orders to secondary transporters as and when there is a need. Under no circumstance shall a transporter do a collection without an order issued by the Waste Bureau.

5.2.2. The transporters will be expected to conduct the following:

- To collect waste tyres from their designated collection point (typically a WB depot) in accordance with the issued order. Secondary transporters will be expected to service all Provinces.
- Deliver the waste tyres to a designated waste tyre processor or to a destination as prescribed in the Waste Bureau order (which may include other depots).
- Complete all Collection/Delivery notes in clear writing in accordance with prescribed norms and standards by the Waste Bureau, where relevant.
- Keep all records of Collection/Delivery notes safe for audit purposes.
- Complete and submit monthly reports as per the Waste Bureau instructions.
- Provide all necessary equipment and resources for the delivery of the service such as qualified drivers with PDP licence, nets to cover and secure loads, fuel, and maintenance for the vehicle, etc.
- Ensure that drivers have access to the internet and electronic devices such as smartphones to interface with a waste tyre ICT system should it be established during the contract.
- Ensure that vehicles are in good condition and roadworthy to properly execute the allocated work in accordance with all relevant legislation including the National Roads Traffic Management Act.
- Comply with all other relevant pieces of legislation such as:
 - The Waste Act, No 59 of 2008, as amended
 - Waste Tyre Regulations of 2017,
 - Road Traffic Management Act
 - Occupational Health and Safety Act, No 85 of 1993, as amended
 - All relevant labour Acts.
 - Relevant Norms and Standards

5.3 Bidders should provide the following information when they submit their BIDs

5.3.1. Bidders must submit their responses using the templates provided in **Annexure B**, ensuring that all required information is completed in full. **Failure to provide the required information and**

supporting documentation as specified will render the bid non-responsive and disqualify it from further evaluation.

The subsections below detail the information to be provided, along with the acceptable supporting documents required to verify its accuracy.

5.3.2. Bidders must provide the physical location/s of their depot location/secure base of operations (Table B1).

5.3.3. Bidders must clearly indicate the province(s) for which they are submitting a bid in Table 2 below. Failure to do so will result in the bid being deemed non-responsive and disqualified from further consideration.

Table 2 Bidders to indicate the province/s for which they are bidding (primary transport only)

Province	Bidding? (yes/no)
Northern Cape	
Western Cape	
Eastern Cape	
Kwa-Zulu Natal	
Mpumalanga	
Limpopo	
Free State	
Gauteng	
North West	

5.3.4. For every vehicle that will be **utilised for primary transport**, the following information must be provided (see Table B3 for format):

- Vehicle registration number
- Valid roadworthy certificate number
- Make and model
- Year

- Load capacity
- Ownership (lease/own)

5.3.5. **Bidders must demonstrate capacity to undertake primary transportation services by providing at least one (1) vehicle for each province in which they are seeking to operate.** For example, a bidder seeking to operate in all nine (9) provinces must submit details of at least nine (9) vehicles. There is no requirement to assign specific vehicles to specific provinces. However, if the number of vehicles submitted (in Table B2) is fewer than the number of provinces indicated (in Table 2 above), the bidder will only be considered for Phase 4: Price and Preference Points for the first corresponding number of provinces listed in Table 2, in the order presented.

5.3.6. For every vehicle that will be **utilised for secondary transport**, the following information must be provided (see Table B3 for format):

- **Truck (Horse) Information:**
 - Vehicle registration number (tractor unit)
 - Valid roadworthiness certificate number
 - Make and model
 - Year of manufacture
 - Ownership status (owned or leased)
- **Trailer Information:**
 - Trailer registration number
 - Valid roadworthiness certificate number
 - Trailer type (e.g., side tipper, walking floor, flat deck)
 - Year of manufacture
 - Load capacity (in tonnes)
 - Ownership status (owned or leased)

5.3.7. Bidders may submit proposals for primary transport services, secondary transport services, or both. Where a bidder is submitting for only one service, information must be provided for that service only.

5.3.8. **Bidders who do not directly own or lease the vehicles proposed for use will be deemed non-responsive and disqualified from further evaluation.** Subcontracting arrangements may not be used to meet the minimum operational capacity requirements at the time of bidding. Any subcontracting during the contract period will only be permitted with prior written approval from the contracting authority.

5.3.9. The documents required to support the information to be provided for each vehicle is presented in Table 3 below.

Table 3 Summary of Vehicle Documentation Requirements

*Bidders must submit the following documents with their bids. This table is a summary only — please refer to Section 9.3 for full details and to **Templates B2 and B3 (ANNEXURE B)** for required formats.*

Document Type	Requirement Summary
Roadworthiness certificate	A valid roadworthiness certificate must be submitted for each vehicle. The certificate must have been issued within the past 12 months at the time of bid submission. Certificates issued more than 12 months prior will not be accepted.
Vehicle registration	NaTIS certificate or print-out showing registration number and ownership/titleholder details
Ownership or lease proof	Ownership: NaTIS must show bidder as owner. Leased: NaTIS must show lessor as titleholder, plus valid lease agreement If owned by an individual (not the bidder): ID and signed letter confirming relationship and authorisation for use
Transport capacity	One compliant vehicle per province bid for (Primary Transport), or per submitted unit (Secondary Transport)

Note: All documents listed above are mandatory. Failure to submit complete and accurate documentation as outlined in Section 9.3 will render the bid non-responsive.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

6.1. The duration of the contract shall be twenty-four (24) months, commencing from the start date stipulated in the Service Level Agreement (SLA). The contract commencement is also subject to the issuance of an Official Order by DFFE.

7. COSTING / COMPREHENSIVE BUDGET

7.1. A comprehensive offer must be provided inclusive of all costs, expenses, and all applicable taxes as stipulated in the pricing schedule (ANNEXURE A: PRICING SCHEDULE). **The service provider must complete the pricing schedule for each province in which they have indicated an intention to provide primary transport services. In addition, if the bidder is submitting a proposal for secondary transport services, the corresponding pricing schedule must also be completed.**

- 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 /guidance: **Service provider must quote for all activities as included in the tables in the Pricing Schedule unless indicated otherwise**).
- 7.3. The bidder must submit a bid/quotation price that aligns with the pricing schedule in Annexure A and SBD 3.3 In the event of any discrepancies between the bid/quotation price, the price in SBD 3.3 will take precedence
- 7.4. **NOTE:** Price adjustment will apply to this tender and will be calculated as detailed in ANNEXURE D: PRICE ADJUSTMENT
- 7.5. 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.
- 7.6. 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 through to every bidder that responded to the bid. In terms of procedural fairness, the bidder will be given an opportunity to respond, in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of bid and bid price becomes legally binding in the procurement process. Any bidder, that did not respond to the extension of the bid validity period, in writing, **WILL NOT** be considered further for the bid upon expiry of the initial validity period.

8. INFORMATION SESSION

8.1. Is the briefing session applicable?

Y
N

8.2. Is it a compulsory briefing session?

N

8.3. The briefing session will be held as follows:

Date: **14 October 2025**

Time: **10:00am-11:00am**

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:

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

9.2. PHASE 1: PRE-COMPLIANCE

9.2.1. During this phase bid documents will be reviewed to determine compliance on SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.

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

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	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 3.3 - Aligned to Annexure A 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 SBD Form, Valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by the Commissioner of Oaths together with their bids and CSD report
8	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture	JV agreement completed and signed, if applicable

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
	agreement signed by both parties must be submitted with bid proposal	
9	Letter of Authority to sign documents on behalf of the company.	Completed and signed

9.3. PHASE 2: MANDATORY REQUIREMENT

- 9.3.1. The mandatory requirements will apply, and bidders must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, the bidder's responses will be evaluated based on the documents submitted under mandatory requirements.
- 9.3.2. Bidders who fail to comply or meet mandatory requirements will be disqualified and will not be evaluated further.
- 9.3.3. Bidders are required to complete a table below by answering **YES or NO** and attach proof of the document listed in the table below:

REQUIREMENTS	PROOF ATTACHED:	
	YES	NO
Valid Roadworthy certificate (owned or leased) issued within the past 12 months <i>Note: by submitting a bid, the tenderer confirms that the certificate(s) have been issued by a vehicle testing station accredited and registered in terms of the National Road Traffic Act and NaTIS requirements.</i> <i>The Waste Bureau reserves the right to verify such accreditation at its discretion.</i>		
Proof of vehicle ownership or lease must be submitted for each vehicle: Owned by bidder: NaTIS certificate showing bidder as registered owner. Owned by individual (not bidder): NaTIS certificate in individual's name, ID of individual, and signed letter from		

REQUIREMENTS	PROOF ATTACHED:	
	YES	NO
<i>bidder confirming relationship and that vehicle is made available for contract use</i> • Leased: NaTIS certificate in lessor's name, valid lease agreement between lessor and bidder listing leased vehicles, and ID of lessor (if an individual)		
Bidder has experience in the commercial transportation of goods or freight by road. Acceptable evidence of experience in commercial road freight transport must include: • <i>A copy of a signed contract (with customer name, scope, and duration clearly stated); OR</i> • <i>A valid purchase order or service-level agreement (with transport-related deliverables); OR</i> • <i>A reference letter from a client (on official letterhead), confirming the nature and duration of commercial road freight services rendered.</i> <i>Note: General letters of interest, marketing material, or unspecific company profiles will not be accepted as proof and will render the bid non-compliant.</i>		

9.4. PHASE 3: PRICE AND PREFERENCE POINTS

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

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

- a. For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.
 - i. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided:

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

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.
 - ii. A total of 20 points may be awarded to a tenderer as follows:

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

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

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

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

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

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

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

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

10. BID SUBMISSION REQUIREMENTS

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

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

10.1.2. The proposal shall be in original format and must indicate the prices on **SBD 3.3** and **Annexure A** for a detailed price schedule

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

10.1.4. Copy of Central Supplier Database (CSD)

10.1.5. Tax pin certificate from SARS.

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

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1. Tax Legislation

- 11.1.1 Bidder must at all-time be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 11.1.2 Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.
- 11.1.3 Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 11.1.4 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

11.2. Procurement Legislation

- 11.2.1 Bidders must be cognisant of the legislation and/or standards specifically applicable to the services.
- 11.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The sworn affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.
- 11.2.3 If the application is made by a Joint Venture or Partnership, the B-BBEE accreditation credentials in the name of joined entities must be submitted. Members of the joint venture must submit a consolidated BBB-EE certificate in the name of joined entities in order to claim points for specific goals.
- 11.2.4 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. Service providers must submit monthly reports in accordance with the requirements outlined in **Annexure E: Transport Standard Operating Procedures**. Failure to submit the required reports within the specified timeframes will result in penalties, as set out in the Service Level Agreement.
- 12.3. The DFFE Project Manager/s shall do the ongoing management of the Service Level Agreement.
- 12.4. Appointed service providers may be subjected to security vetting and screening.
- 12.5. All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 12.6. Subcontracting will not be permitted for the purposes of meeting the minimum operational capacity requirements at the time of bidding. However, subcontracting arrangements may be permitted during the contract period, subject to prior written approval by the DFFE. Any such approval shall not relieve the service provider of any liability or obligation under the contract.
- 12.7. The proposals should be submitted with all required information containing technical information.
- 12.8. 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

- 12.9. DFFE reserves the right to seek clarity, request additional information and verify documents submitted by bidders
- 12.10. 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),
- 12.11. DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed.
- 12.12. 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: -
- 12.12.1. the Tender may not be disqualified, or,
- 12.12.2. if the Tender has already been awarded to the Bidder, why the contract should not be terminated.
- 12.13. After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract in whole or in part and if applicable, claim damages from the Bidder.
- 12.14. Poor or non-performance by the bidder will result in the cancellation of contracts.
- 12.15. 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.
- 12.16. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal. Under no circumstance shall a transporter allocate collection points to themselves. The WMB will allocate and approve all collection points before the commencement of service.
- 12.17. **Ceding of contracts** - The Waste Bureau may, at its sole discretion, cede, delegate, or otherwise transfer all or part of its rights and/or obligations under the Agreement to an Implementer or other entity appointed to support the execution of an approved industry waste tyre management plan.
- 12.18. **Insurance obligations:**
- 12.18.1 Successful bidders shall, at their own cost and for the full duration of the contract, obtain and maintain all necessary insurances required for the proper execution of the services, including but not limited to:
- Comprehensive vehicle insurance for all vehicles used under this contract;
 - Valid third-party liability insurance for each vehicle; and

- Public liability insurance covering potential claims arising from the transport, handling, and offloading of waste tyres.

12.18.2 All insurances must be issued by a recognised insurer registered in South Africa.

12.18.3 The minimum cover for public liability shall not be less than **R5 million per claim**. Evidence of this cover must be submitted prior to contract commencement.

12.18.4 DFFE reserves the right to request updated proof of insurance at any time during the contract period. Failure to provide valid and up-to-date insurance documents may result in suspension of services or termination of the contract.

12.18.5 The DFFE shall not be liable for any loss, damage, injury, or claim arising from the actions or omissions of the contractor, its employees, subcontractors, or agents.

12.19. The Contractor shall ensure that all transport activities undertaken in the execution of this contract fully comply with applicable national, provincial, and municipal legislation governing road freight operations. This includes, but is not limited to, compliance with:

- The National Road Traffic Act, 1996 (Act No. 93 of 1996), and associated regulations;
- Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as it applies to the operation of commercial vehicles;
- Any other applicable transport, environmental, and safety legislation.

12.19.1 Failure to comply with any of the above may constitute a material breach of contract and may result in termination of the contract or other remedies as determined by the Waste Bureau.

13. PAYMENT TERMS

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

15. ANNEXURE A – PRICING SCHEDULE

NAME OF THE BIDDER.....

Bidding for primary transport? Yes/No*

Bidding for secondary transport? Yes/No*

*(delete whichever is not applicable)

Note: Bidders are advised to carefully cross-reference the information required under Section 5.3 and ensure that all relevant details are submitted in full. Failure to do so may result in the bid being deemed non-responsive.

15.1 PRIMARY TRANSPORT SERVICES PRICING SCHEDULE

15.1.1 NORTHERN CAPE

Evaluation Weighting	Km Distance travelled	Price per Kg Offered
19%	0 to 40 km	
3%	41 to 80 km	
2%	81 to 120 km	
35%	121 to 200 km	
40%	201 – 400 km	
1%	401 – 600 km	

15.1.2 WESTERN CAPE

Evaluation Weighting	Km Distance travelled	Price per Kg Offered
15%	0 to 40 km	
42%	41 to 80 km	
15%	81 to 120 km	
13%	121 to 200 km	
13%	201 – 400 km	
2%	401 – 600 km	

15.1.3 EASTERN CAPE

Evaluation Weighting	Km Distance travelled	Price per Kg Offered
40%	0 to 40 km	
25%	41 to 80 km	
30%	81 to 120 km	
2%	121 to 200 km	
2%	201 – 400 km	
1%	401 – 600 km	

15.1.4 KWA-ZULU NATAL

Evaluation Weighting	Km Distance travelled	Price per Kg Offered
56%	0 to 40 km	
28%	41 to 80 km	
10%	81 to 120 km	
2%	121 to 200 km	
3%	201 – 400 km	
1%	401 – 600 km	

15.1.5 MPUMALANGA

Evaluation Weighting	Km Distance travelled	Price per Kg Offered
58%	0 to 40 km	
17%	41 to 80 km	
12%	81 to 120 km	
10%	121 to 200 km	
2%	201 – 400 km	
1%	401 – 600 km	

15.1.6 LIMPOPO

Evaluation Weighting	Km Distance travelled	Price per Kg Offered
30%	0 to 40 km	
41%	41 to 80 km	
2%	81 to 120 km	
14%	121 to 200 km	
12%	201 – 400 km	
1%	401 – 600 km	

15.1.7 FREE STATE

Evaluation Weighting	Km Distance travelled	Price per Kg Offered
60%	0 to 40 km	
20%	41 to 80 km	
4%	81 to 120 km	
9%	121 to 200 km	
6%	201 – 400 km	
1%	401 – 600 km	

15.1.8 GAUTENG

Evaluation Weighting	Km Distance travelled	Price per Kg Offered
46%	0 to 40 km	
41%	41 to 80 km	
9%	81 to 120 km	
2%	121 to 200 km	
1%	201 – 400 km	
1%	401 – 600 km	

15.1.9 NORTHWEST

Evaluation Weighting	Km Distance travelled	Price per Kg Offered
36%	0 to 40 km	
40%	41 to 80 km	
13%	81 to 120 km	
8%	121 to 200 km	
2%	201 – 400 km	
1%	401 – 600 km	

15.2 SECONDARY TRANSPORT SERVICES PRICING SCHEDULE

A Evaluation Weighting	B Distance travelled (Km)	C Distance used to calculate weighted pricing (for evaluation purposes) (km)	D Price offered (fixed costs) (R)	E Price offered (variable costs) (R/km)
3%	0 – 20 km	20		
25%	21 – 100 km	100		
25%	101 – 200 km	200		
25%	201 – 300 km	300		
10%	301 – 600 km	600		
10%	601 – 1 000 km	1 000		
2%	1001 – 2 000 km	2 000		

Fixed (standing) costs typically include:

Cost of capital (finance)
 Depreciation
 Insurance
 On Vehicle Staff
 Overheads
 Licences

Variable (running) costs typically include:

Fuel
 Lubricants
 Maintenance
 Tyres

16. ANNEXURE B – TEMPLATES

Table B1 Operational Base / Depot Information

Depot Address	Town/City	Province

*additional sheets can be appended if space is insufficient

Table B2 Vehicle and Transport Capacity (Primary transport only)

Vehicle Reg. No.	Make & Model	Year	Load Capacity (tonne)	Ownership (Own/Lease)	Supporting document	Supporting Document Attached?

Table B3 Vehicle and Transport Capacity (Secondary transport only)

Truck (Horse) Reg. No.	–	Make Model (Horse)	&	Year (Horse)	Trailer Reg. No.	Trailer (e.g. Tipper)	Type Side	Year (Trailer)	Load Capacity (Tonnes)	Ownership (Horse/Trailer) (Own/Lease)	Roadworthy Cert. No. (Both)	All Documents (Yes/No)	Supporting Attached

17. ANNEXURE C – QUANTITATIVE DATA AND SPATIAL MAPPING OF COLLECTION POINTS AND DEPOTS

Figure C.1: Annual mass collected by province (April 2024 – March 2025)

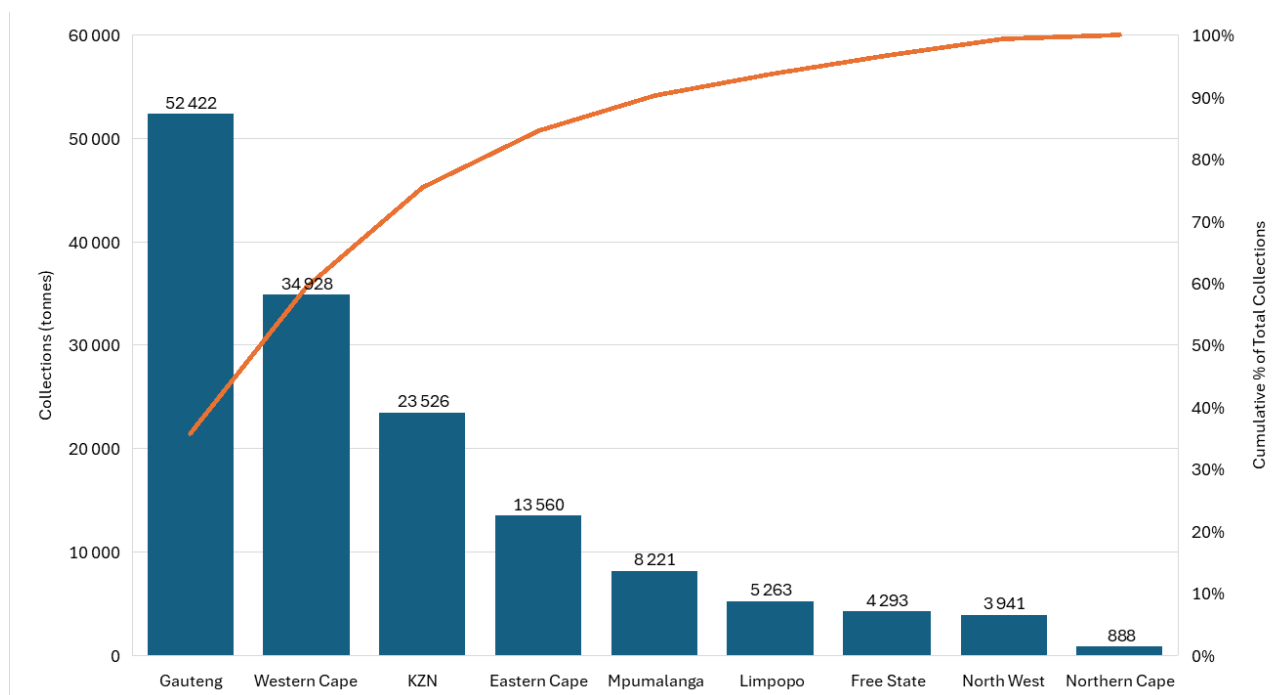


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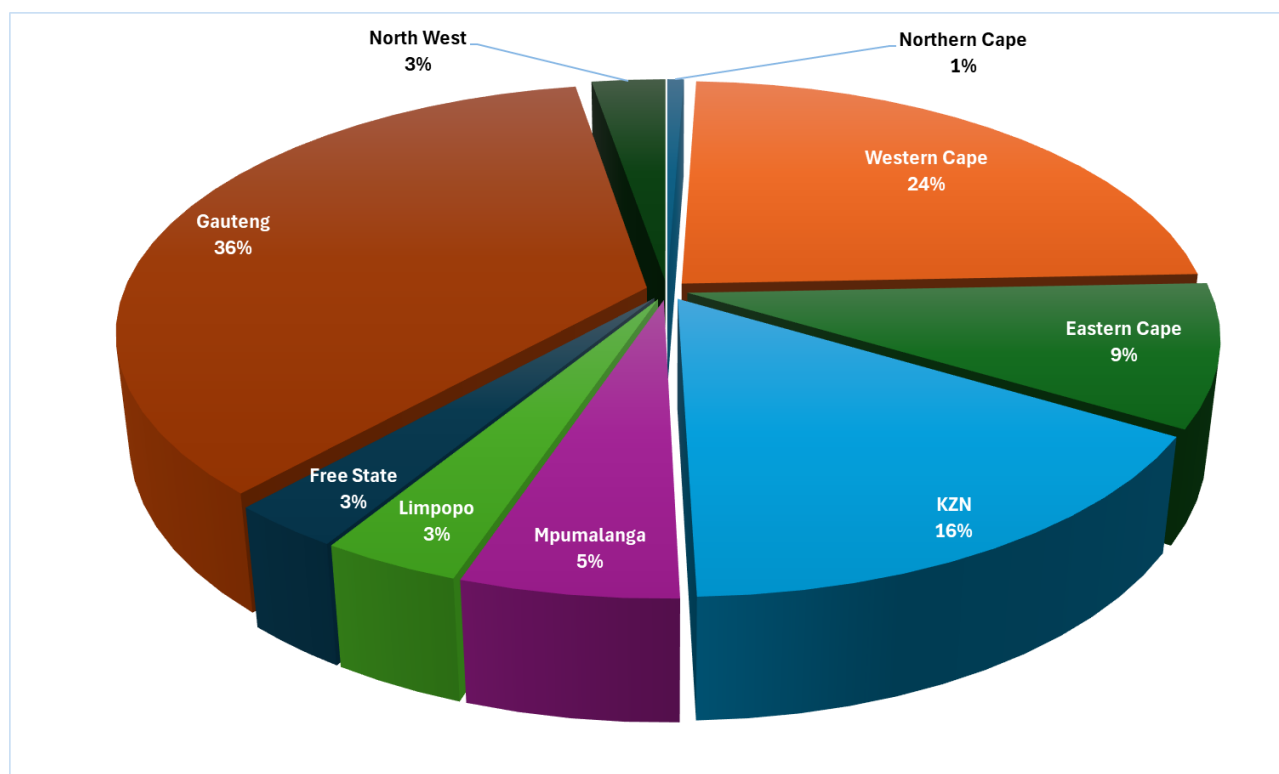
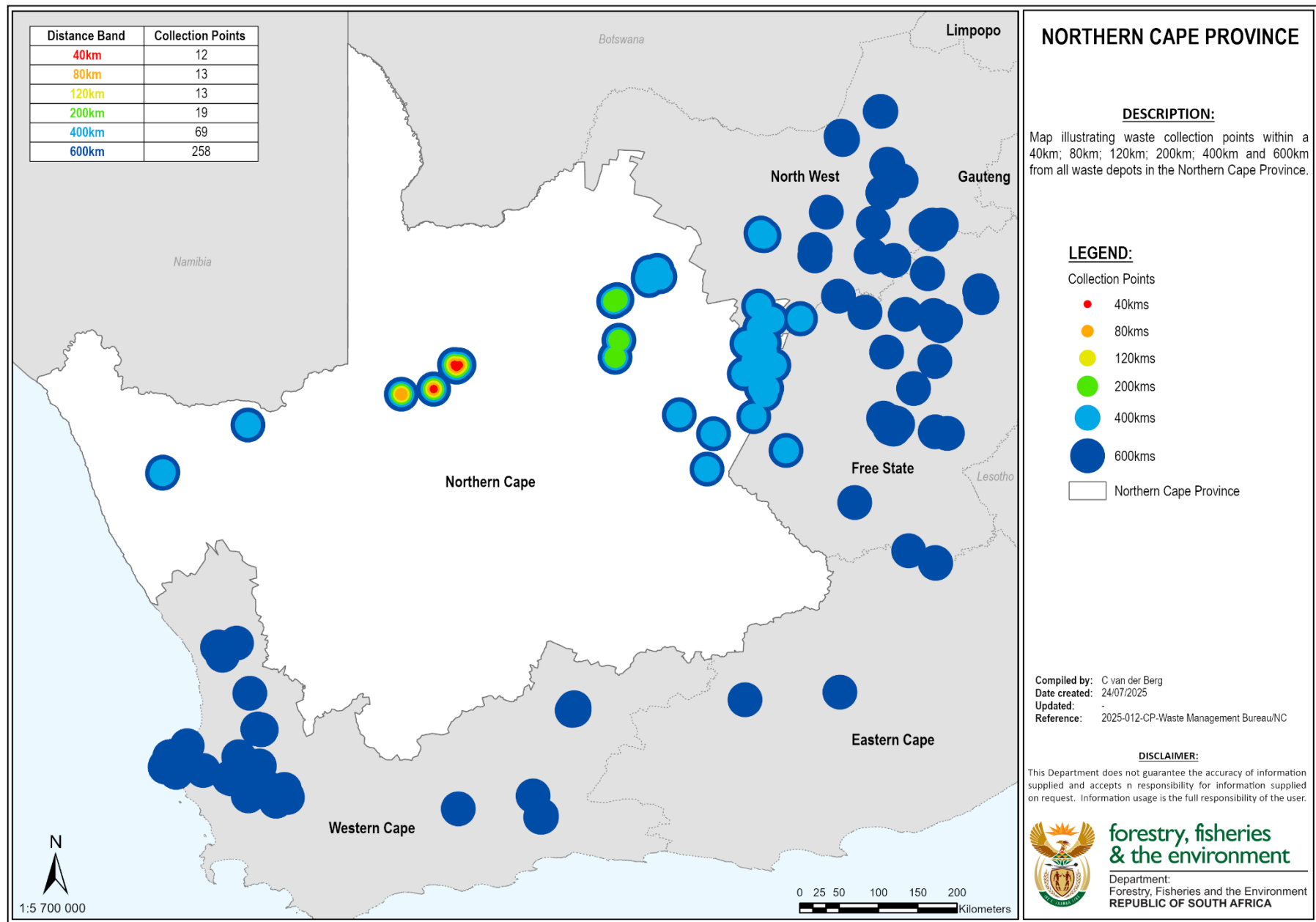
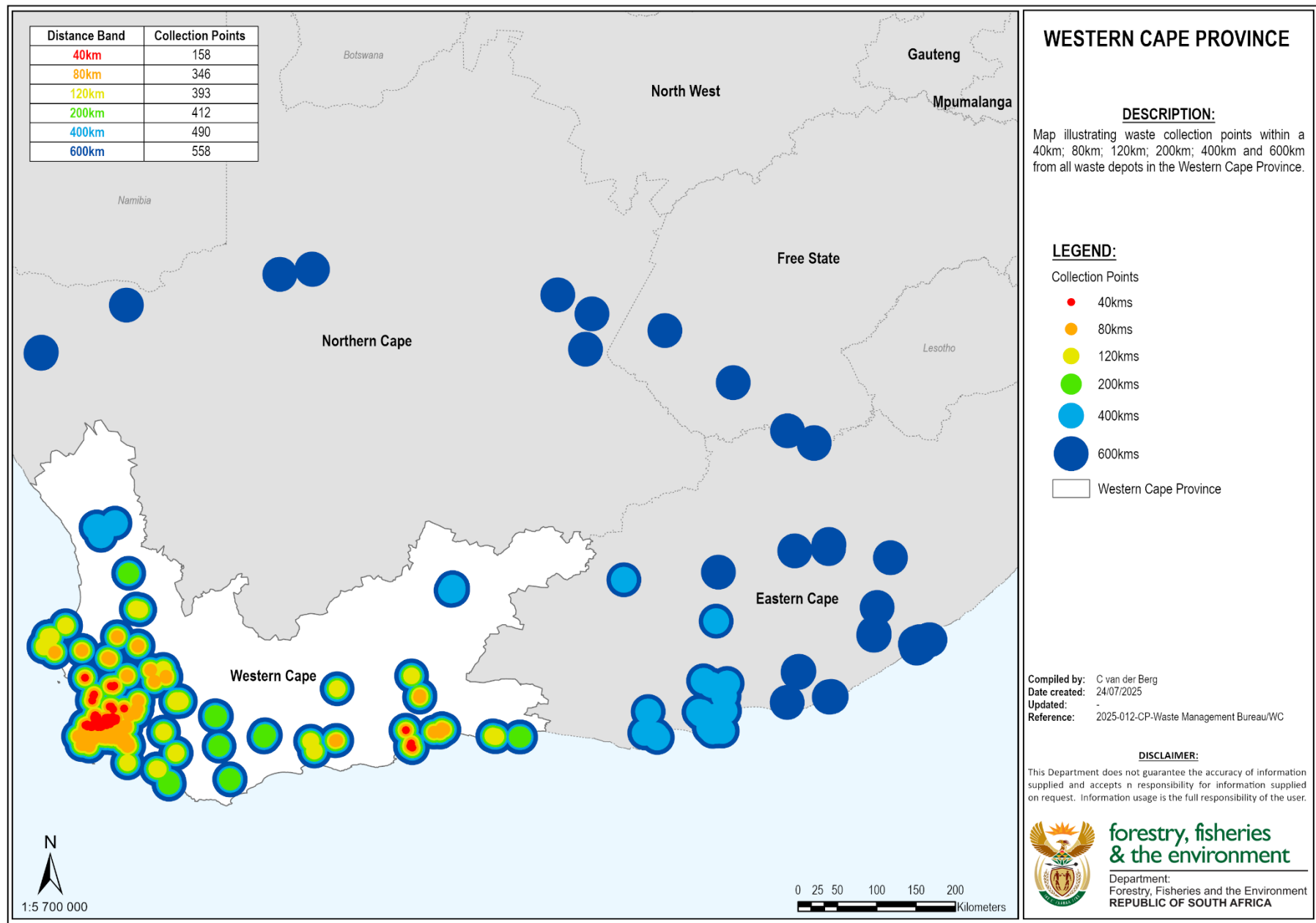
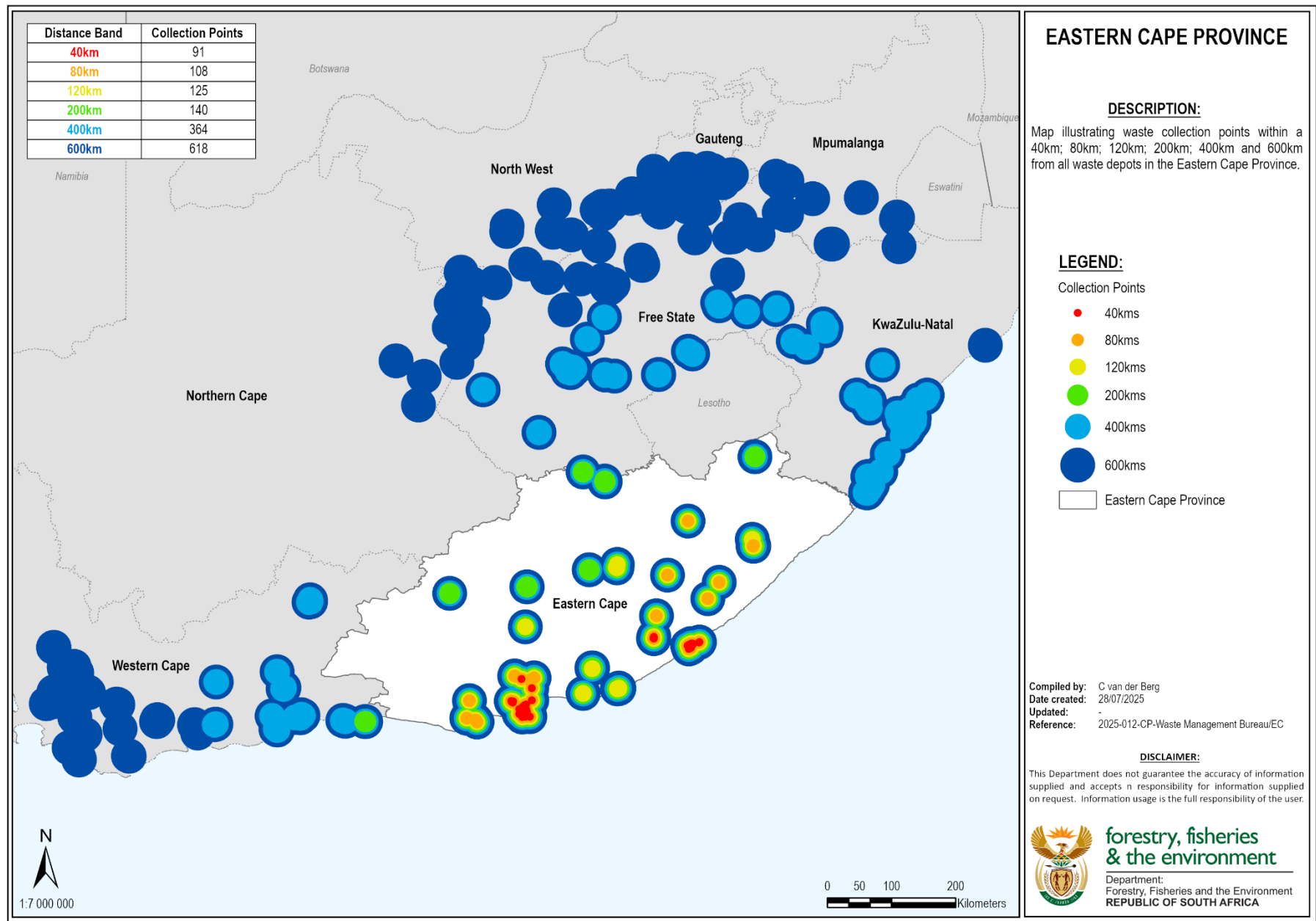


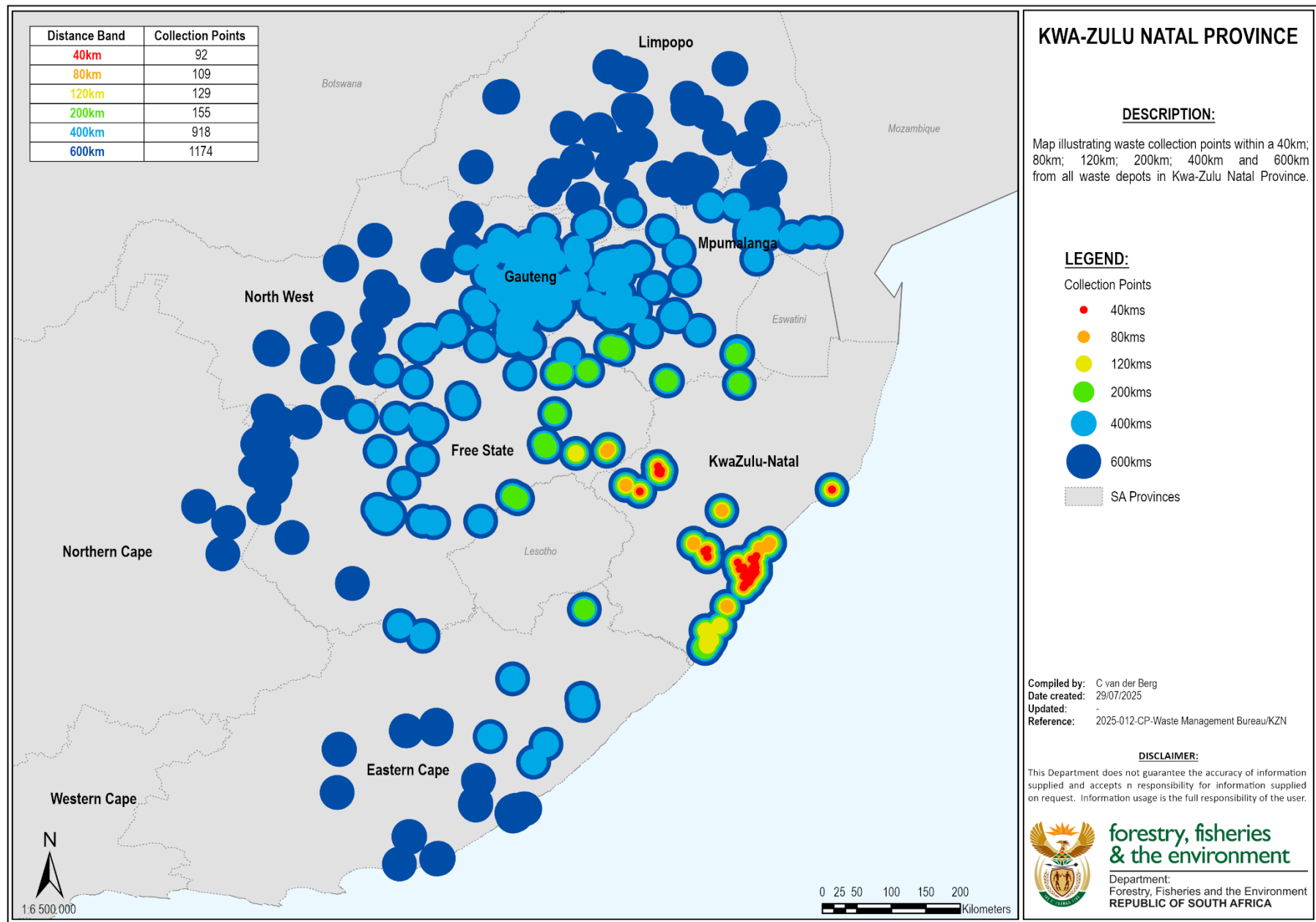
Table C.1: GPS coordinates of current WMB waste tyre depots

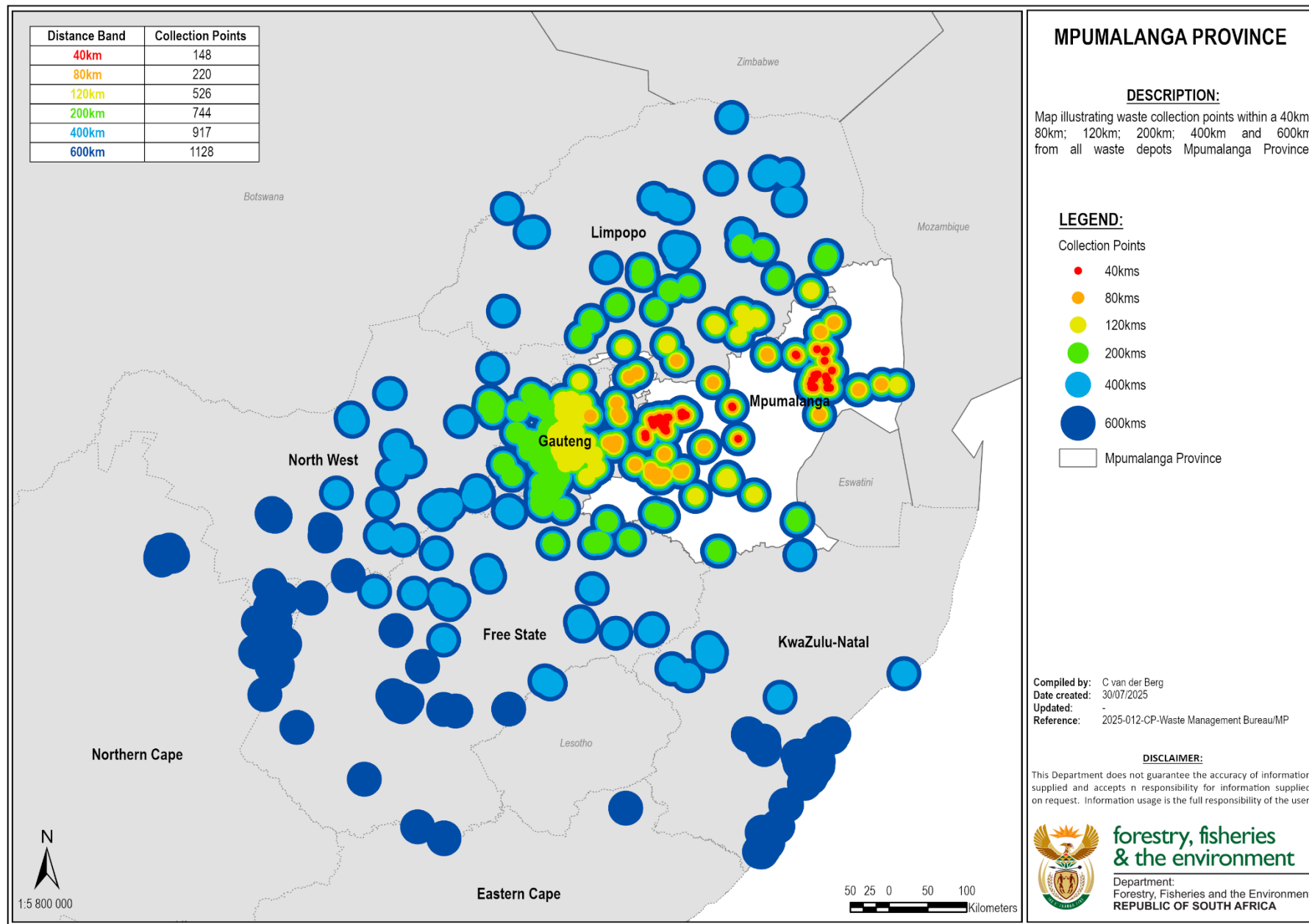
Province	Depot	Latitude	Longitude
Northern Cape	Upington	-28.433694	21.233032
Western Cape	Atlantis	-33.58372	18.490999
Western Cape	Mosselbay	-34.148898	21.978312
Eastern Cape	Uitenhage	-33.771295	25.362249
Eastern Cape	East London (Mandatsane)	-32.933603	27.792524
Eastern Cape	Ngcobo	-31.718585	27.960128
Kwa-Zulu Natal	Cliffdale 17	-29.7649490	30.6617250
Kwa-Zulu Natal	Cliffdale 104	-29.7678294	30.6744234
Kwa-Zulu Natal	Ladysmith	-28.57940	29.79111
Kwa-Zulu Natal	Richards Bay	-28.7420644	32.037066
Mpumalanga	Nelspruit	-25.38102	30.994003
Mpumalanga	Belfast	-25.723103	30.040966
Mpumalanga	Ferrobank (Emalahleni)	-25.843699	29.167631
Limpopo	Polokwane	-23.903849	29.533514
Limpopo	Matsakali Thohoyandou	-23.046875	30.74929
Free State	Bloemfontein	-29.1762	26.3456
Free State	Kroonstad	-27.592103	27.287411
Gauteng	Kempton Park	-26.053952	28.383858
Gauteng	Westonaria	-26.310196	27.65752
Gauteng	Klerksoord	-25.640652	28.116559
Gauteng	Tshwane	-25.647142	28.132243
Gauteng	Midrand	-26.035227	28.141789
Gauteng	Tembisa	-25.998458	28.186497
Gauteng	Old Springs	-26.259663	28.506352
North West	Rustenburg	-25.635587	27.222524
North West	Hartbeespoort	-27.929722	25.713611

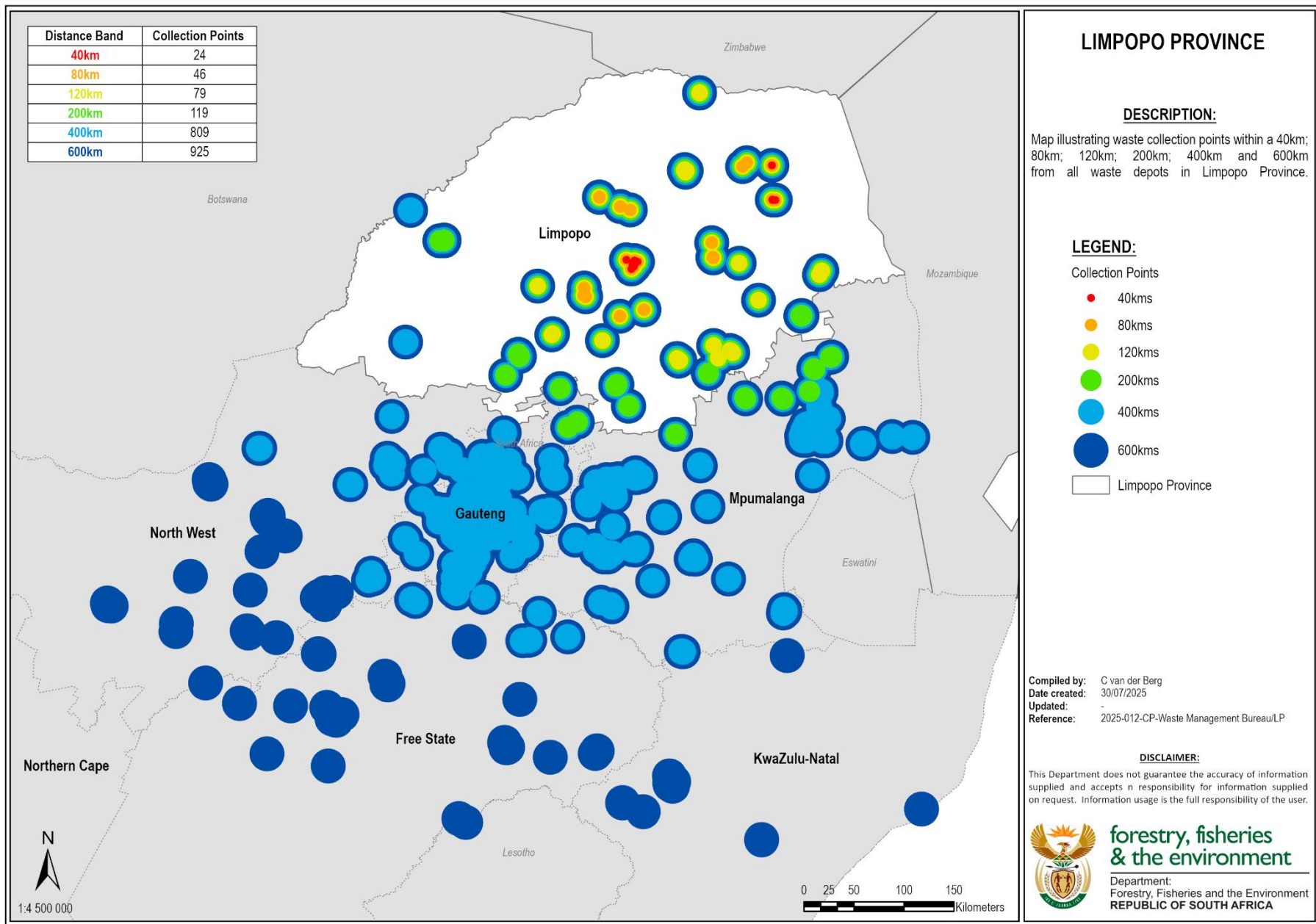


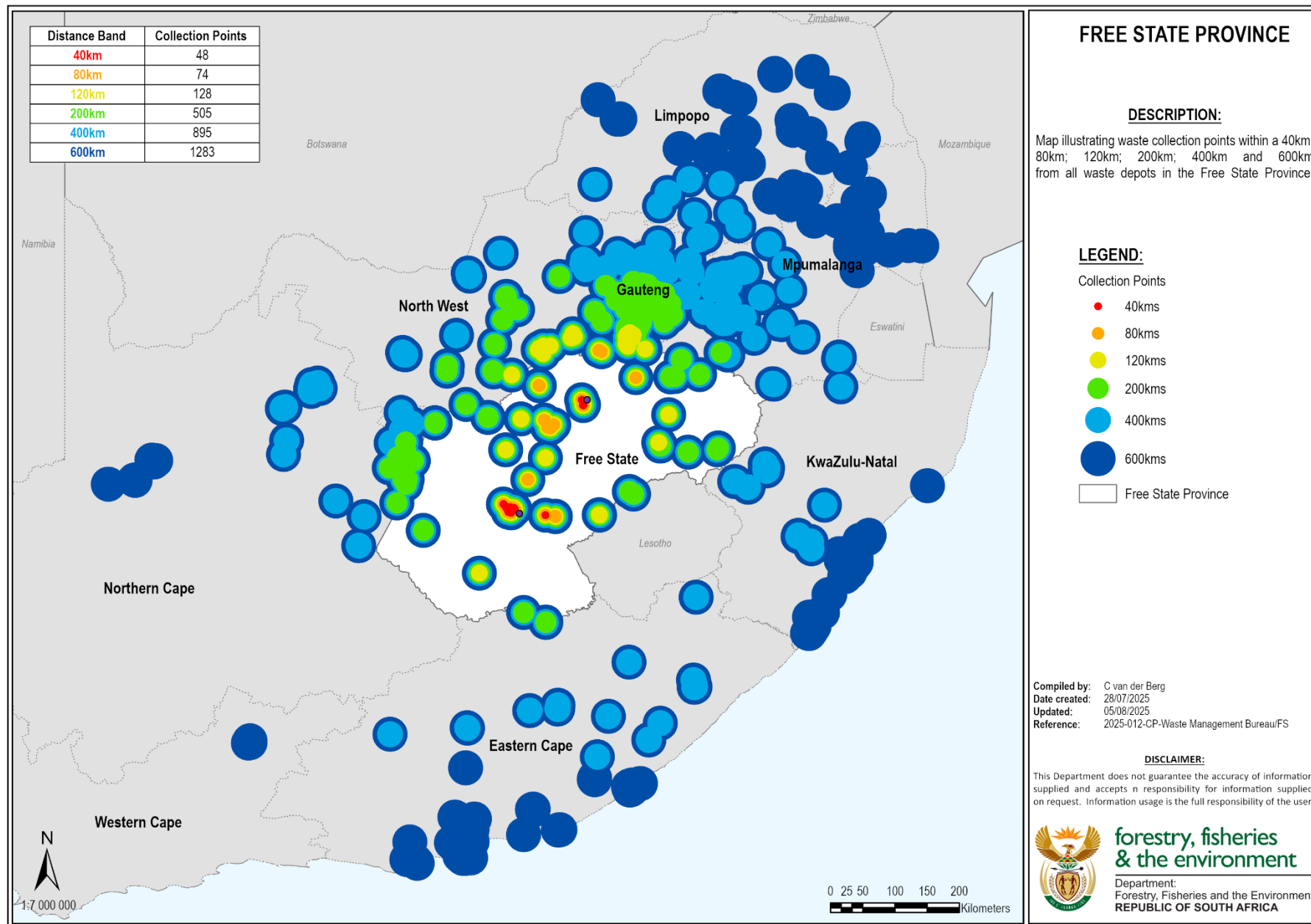


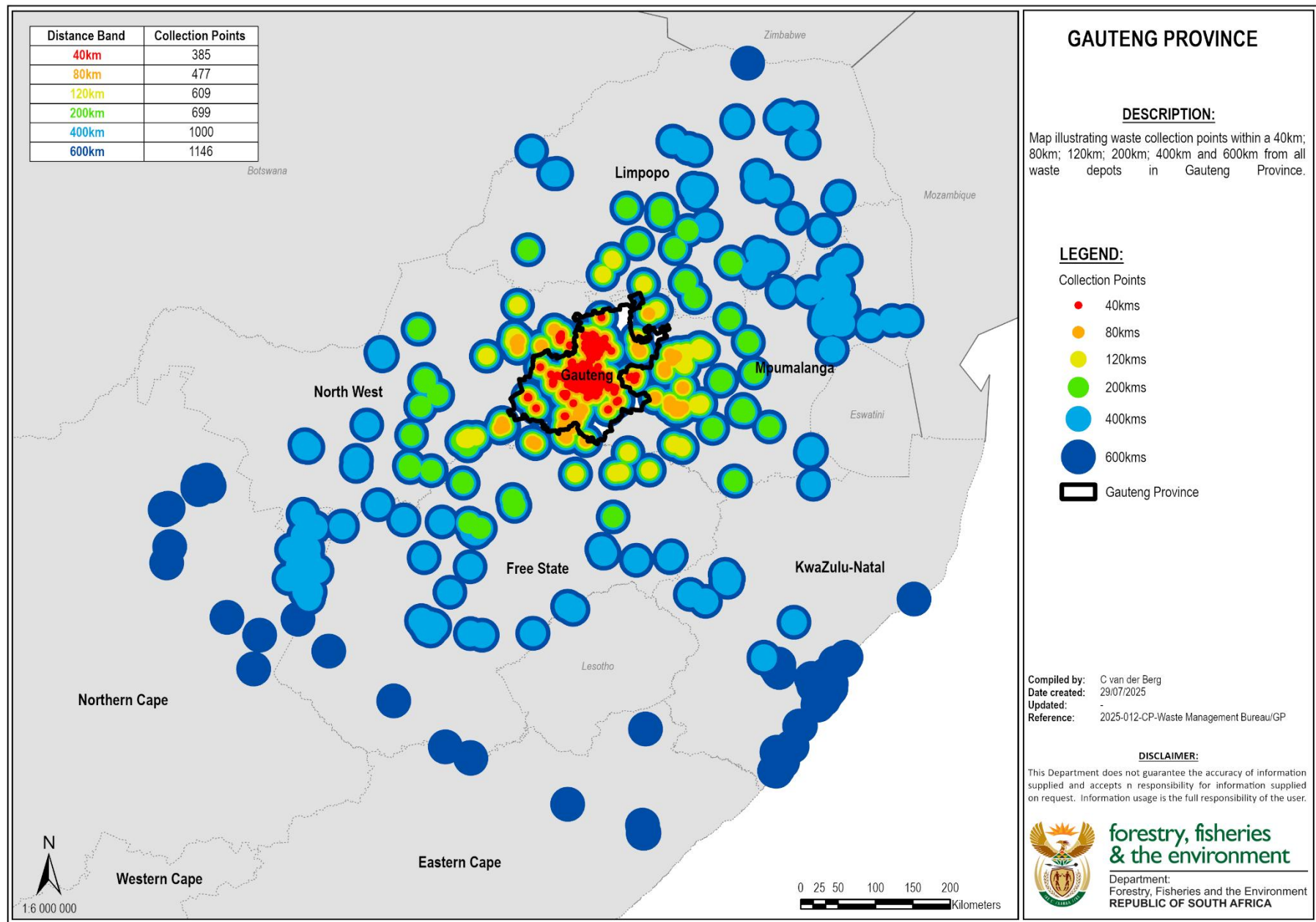


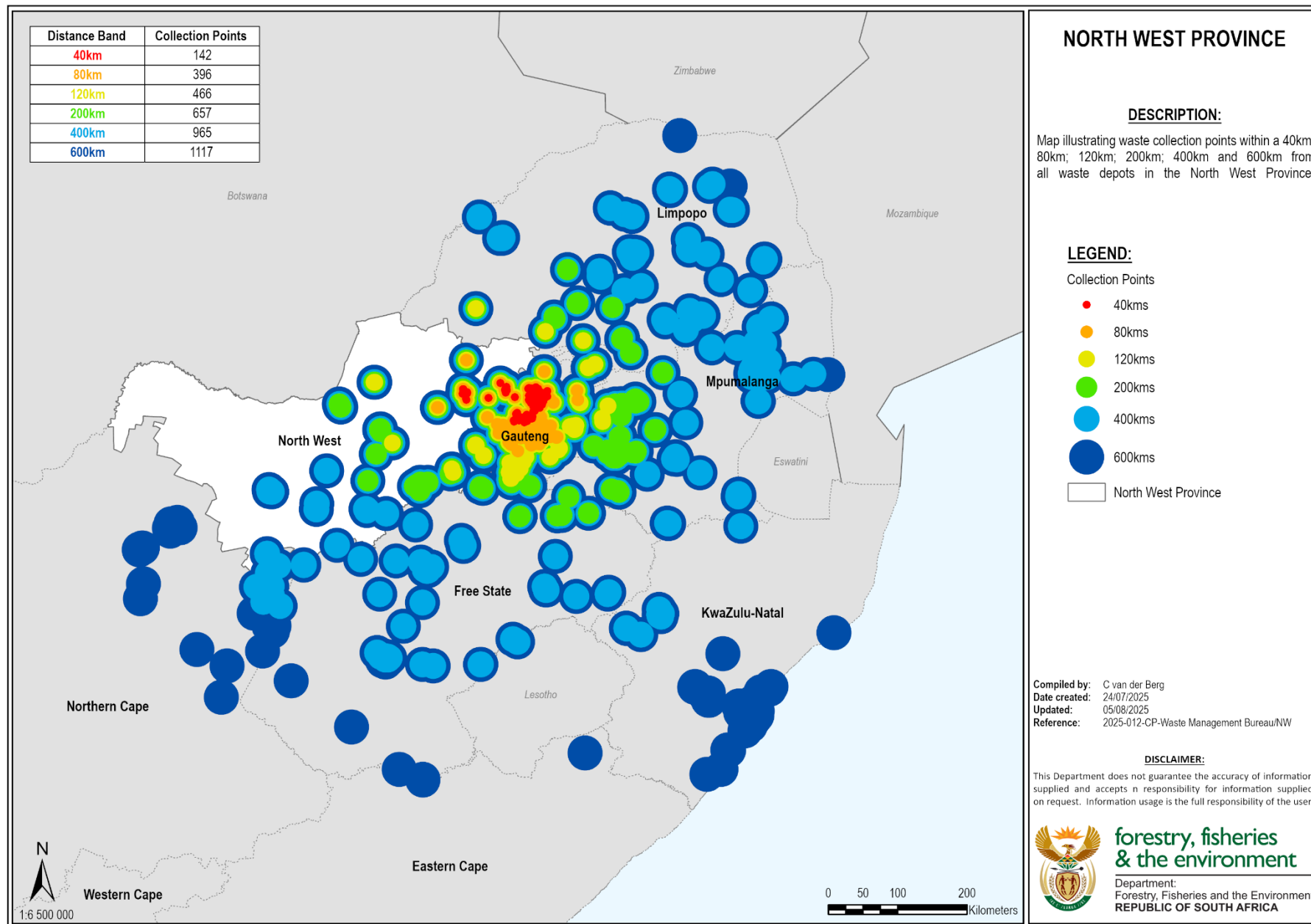












18. ANNEXURE D – CONTRACT PRICE ADJUSTMENT

All transport rates (both fixed and variable components) will be adjusted annually by CPI, regardless of cost category (fuel, labour, capital, etc.).

Formula:

$$\text{Adjusted Rate} = \text{Base rate} \times (1 + \text{CPI}/y)$$

Where:

- **CPI** = Year-on-year Consumer Price Index (CPI) as published by Statistics South Africa, for the most recent available month prior to the anniversary date of contract commencement
- **Adjustment Date** = Annually on the anniversary of the contract start date

Note:

Due to the CPI publication lag (typically 6–8 weeks), the most recently published year-on-year CPI figure prior to the adjustment date will be used. For example, if the adjustment date is 1 October and CPI data for August is the latest available at that time, the August y/y CPI will be applied.

Extraordinary Adjustment Clause

In addition to the standard fuel adjustment provisions, either party may request an extraordinary adjustment to the contracted rates in the event of a material change in input costs. This includes, but is not limited to, a sustained increase of more than 20% in the diesel 50 ppm inland price, relative to the base price published in the month the tender closes, sustained over three consecutive months.

Any extraordinary adjustment shall be limited to the fuel-related portion of the rates and will be subject to written agreement between the parties.

For the purposes of this tender:

- The diesel 50 ppm inland price, as published monthly by the Department of Mineral Resources and Energy (DMRE), is the benchmark fuel price.
- The base fuel price will be the official 50 ppm inland price for the month in which the tender closes, as published by the DMRE.

The following standard fuel-related adjustment factors will apply:

- **Primary Transport:** 27% of the contracted rate per distance band is deemed to relate to fuel and may be subject to extraordinary adjustment.
- **Secondary Transport:** 75% of the variable portion of the rate per distance band is deemed to relate to fuel and may be subject to extraordinary adjustment.

Fixed and variable costs are assumed to comprise the following components:

Fixed (standing) costs typically include:	Variable (running) costs typically include:
Cost of capital (finance)	Fuel
Depreciation	Lubricants
Insurance	Maintenance
On Vehicle Staff	Tyres
Overheads	
Licences	

19. ANNEXURE E – TRANSPORT STANDARD OPERATING PROCEDURES



**forestry, fisheries
& the environment**

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

Waste Bureau
SOUTH AFRICA

WASTE TYRE TRANSPORT: STANDARD OPERATING PROCEDURES

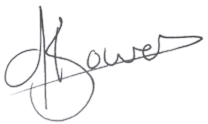
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1 DEFINITIONS¹

General waste tyre management definitions:

Collection Point	Commercial areas or areas of business that produce waste tyres including but not limited to mines, farms and tyre dealers
Dealership	A Person or entity that describes or deals in commercial tyres.
Depot	A Waste Bureau registered entity that receives, stores, pre-processes and loads waste tyres.
Depot Co-ordinator	A Waste Bureau employee responsible for the depot business in the supply chain operations.
Offtaker	Refers to any downstream user of waste tyres including processors, exporters and recyclers.
OHS	Occupational health and safety
OHS Act	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
PPE	Personal protection equipment
Primary Transporter	A transporter who focuses primarily on the collection of waste tyres from tyre dealers and delivers to Waste Bureau-accredited depots and/or Processors. Maximum size vehicle is a 10T Truck.
Processor	A Waste Bureau-registered entity that engages in the commercial re-use or recycling of waste tyres.
Regional Coordinator	A Waste Bureau employee that coordinates and supports the operations of depots, processors, transporters, micro collectors, and collection points within a defined geographic region
Secondary Transporter	A transporter who primarily focuses on the collection of waste tyres from Waste Bureau depots and delivery to processors. Vehicle maximum size is an 18M interlink.
SUB-ID	A unique Waste Bureau identification number that is system generated and is used to identify any entity that is registered with Waste Bureau.
Transport Specialist	A Waste Bureau employee responsible for the transport business in the supply chain operations.

¹ **Note:** The definitions contained in the Waste Tyre Regulations (2017 as amended) are also applicable to this document

Waste Tyre Depot ('Depot')	The premises that is leased by the Waste Bureau for the purpose of the temporary storage of Waste Tyres and/or the pre-processing thereof, from which the Depot Operator will operate
Waste Tyre Regulations	Waste Tyre Regulations (2017) or as amended
Waste Tyre Transporter/ Transporter	A transporter registered with the Waste Bureau and contracted to collect and transport Waste Tyres as may be required by the Waste Bureau

Difference between roadworthy and non-roadworthy tyre (refer to Regulation 212 of the National Road Traffic Act):

Roadworthy tyre	The canvas cord or the steel belting is not visible and the tread is 1mm deep
Non-roadworthy tyre	A tyre that has insufficient tread, has a cut or is damaged in ways that decreases the ability to hold the road

Tyre categories:

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
Agricultural	Agricultural tyres are specifically designed for farming and agricultural equipment, such as tractors, combines, and harvesters. These	320/85 R24 - 800/70 R38	320 – 800	70 – 90	610 – 965	90 – 170

TYRE TYPE	DESCRIPTION	SIZE RANGE	COMMON WIDTHS (mm)	ASPECT RATIOS	RIM DIAMETERS (mm)	LOAD INDEX RANGE
	tyres feature wide, deep treads for maximum traction					
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
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

TYRE TYPE	DESCRIPTION	SIZE RANGE	COMMON WIDTHS (mm)	ASPECT RATIOS	RIM DIAMETERS (mm)	LOAD INDEX RANGE
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					

2 INTRODUCTION

This Standard Operating Procedure (SOP) document provides Waste Bureau-registered transporters with clear guidance on the operational, administrative, and compliance requirements applicable to the transport of waste tyres. It outlines the roles and responsibilities of transporters, defines standard processes, and sets out key requirements for documentation, conduct, and reporting.

Transport contracts are awarded only to transporters who have met all applicable Waste Bureau registration criteria. Once contracted, transporters are subject to ongoing monitoring and evaluation against their contractual obligations, the requirements outlined in this SOP, and relevant national legislation.

2.1 Purpose of document

- Establish consistent operating practices across all regions;
- Standardise how core transport functions are carried out;
- Provide clear, objective criteria against which transporter performance and compliance can be assessed

3 OPERATIONAL REQUIREMENTS FOR TRANSPORTERS

3.1 Planning

- The Waste Bureau does not schedule or approve collection routes from tyre dealers. Transporters are fully responsible for planning and managing their own collection routes in line with their capacity and contracted obligations.
- Transporters must submit a monthly report identifying all dealers they are responsible for, with reasons provided for any dealers that were not serviced.
- Any operational queries or issues affecting delivery or collection must be communicated to the designated Waste Bureau Transport Specialist and Regional Coordinator.

3.2 Collection

3.2.1 *From Tyre Dealers or Collection Points*

- Transporters may only collect tyres from authorised tyre dealers or collection points as allocated by the Waste Bureau.
- Upon arrival, the driver must:
 - Report to the designated site representative;
 - Present their Waste Bureau ID (if applicable);
 - Follow site instructions for safe loading;
 - Accurately record the number and category of tyres on the collection note;
 - Ensure the collection note is signed and stamped by the dealer;

- Leave a copy of the collection note with the dealer.

3.2.2 *From Waste Bureau Depots*

- The Waste Bureau only schedules collections from registered depots to processors.
- Upon arrival at a depot, the driver must:
 - Report to the depot representative;
 - Present the authorised loading instruction;
 - Supervise loading to ensure correct tyres and quantities;
 - Obtain a signed collection note with reference number.

Note: The Waste Bureau does not conduct on-site vehicle inspections (e.g. PPE, breathalysers, vehicle searches). Compliance with roadworthiness, safety, and labour laws remains the responsibility of the transporter.

3.3 **Delivery Procedures**

- Deliveries to depots or processors are based on Waste Bureau-approved allocations only.
- The driver must:
 - Report to the site representative;
 - Provide the collection/delivery note;
 - Supervise or perform offloading, as required;
 - Ensure the delivery note is signed and stamped by the receiving site.

3.4 **Temporary Storage of Tyres (Overnight Storage)**

- Storage is permitted solely under logistical constraints (e.g. long-distance travel, depot availability) and must be approved by the Waste Bureau.
- The maximum storage area may not exceed 500m².
- Approval for temporary storage will be considered on a case-by-case basis.

3.4.1 *Conditions for Approval*

- A Waste Bureau Transport Specialist may conduct a site visit to assess the suitability of the proposed storage location.
- The volume of tyres permitted for storage and the required delivery frequency to the depot will be confirmed in writing by the Transport Specialist.
- All tyres must be clearly documented at the point of collection. The original collection notes must accompany the load when it is delivered to the depot.

- Tyre quantities and categories delivered must match those recorded on the collection notes.
- The receiving depot will follow standard delivery procedures, including quantity verification and issuing of a delivery reference number.

Note: Any manipulation or falsification of documentation will be investigated. The Waste Bureau reserves the right to take disciplinary action, including suspension or termination of contract.

3.5 Invoicing Procedures

- The Waste Bureau does not have an electronic system. All transactions are verified manually.
- Transporters must submit a monthly tax invoice with supporting documentation:
 - Signed and stamped collection/delivery notes;
 - Load and offload details;
 - Quantities and categories of tyres;
 - Where applicable, weighbridge slips.

Invoices must be submitted electronically (typically by email) by the 1st day of each month, following the month in which the service was provided.

4 DUTIES OF THE TRANSPORTER

4.1 Transporters are fully responsible for:

- Ensuring that vehicles, drivers, and support staff comply with all legal, safety, and insurance requirements;
- Completing accurate manual documentation for each trip;
- Ensuring all tyres collected are delivered to the authorised destination (tyres may not be stored without authorisation or diverted);
- Submitting required reports, including:
 - A monthly employee list;
 - A monthly report on unserviced dealers with reasons;
 - Communicating with the assigned Waste Bureau Transport Specialist and/or Regional Coordinator on operational matters.

The Waste Bureau does not conduct compliance checks on vehicles or documentation at site.
Responsibility for lawful and safe operation lies entirely with the transporter.

4.2 Loading and Offloading

Transporters are responsible for ensuring that loading and off-loading activities are carried out safely, accurately, and in accordance with depot protocols.

4.2.1 General Requirements

- Only authorised waste tyres may be loaded or offloaded.
- Drivers must secure their vehicles (handbrake applied, engine off) during all loading and offloading operations.
- All loose securing materials (tarps, straps, etc.) must be safely stowed to avoid obstructing site equipment or staff.
- Tyres loaded must match the quantities and categories recorded on the collection note.

4.2.2 Role Responsibility

- **Primary Transporters** (dealer to depot): The transporter is responsible for loading and offloading, with assistance from depot staff where necessary.
- **Secondary Transporters** (depot to processor): Depot staff will conduct loading and offloading.

4.2.3 Weighbridge Requirements

- Where required, transporters must arrange for weighbridge verification along the authorised route.
- Scrap should be weighed to verify mass collected.

4.3 Off-The-Road (OTR) Tyre Identification

Special procedures apply when transporting Off-The-Road (OTR) tyres due to their high value and traceability requirements.

4.3.1 Transporter Responsibilities

Before collecting any OTR tyres, the transporter must:

- Obtain a completed OTR Tyre Collection Form from the dealer.
- Ensure the form includes:
 - Dealer name
 - OTR tyre brand(s)
 - Tyre size(s)
 - Serial number(s)
- Take clear **photographs of each serial number** and submit these with the form to the designated **Waste Bureau Transport Specialist**.

Only after receiving written confirmation that the serial numbers have been verified may the OTR tyres be collected.

5 TRANSPORTER CODE OF CONDUCT

All Waste Bureau-registered transporters are expected to uphold high standards of ethical and professional conduct. This Code sets out the minimum behavioural and operational expectations for transporters and their personnel:

5.1 Conduct Towards Stakeholders

Transporters and their representatives must:

- Treat all tyre dealers, depot staff, processors, and Waste Bureau officials with respect and professionalism;
- Be punctual and reliable in all collections and deliveries;
- Cooperate fully with all parties involved in the waste tyre value chain;
- Avoid any conduct that may bring the Waste Bureau into disrepute;
- Use appropriate language and avoid any discriminatory, aggressive, or abusive behaviour.

5.2 Integrity and Compliance

Transporters must:

- Accurately complete all collection and delivery documentation;
- Never alter or falsify collection/delivery notes, weighbridge slips, or invoice data;
- Ensure that tyres collected are not diverted, resold, or improperly stored;
- Immediately report any incidents, including road accidents or offloading discrepancies;
- Avoid any conflict of interest (e.g., operating as both transporter and tyre dealer without declaration).

5.3 General Professionalism

Transporters must ensure:

- All transport staff wear appropriate PPE (e.g., reflective vest, safety boots);
- Vehicles are roadworthy and compliant with licensing and safety regulations;
- All drivers must hold the correct class of driver's licence and a valid Professional Driving Permit (PrDP), in accordance with South African road traffic legislation, and must be medically certified as fit to operate the applicable class of vehicle.

6 DISCIPLINARY CODE FOR TRANSPORTERS

The Waste Bureau reserves the right to take disciplinary action against any transporter that fails to meet its obligations or breaches the Code of Conduct. The severity of the breach will determine the level of disciplinary response.

6.1 Levels of Disciplinary Action

1. Verbal Warning:

For first-time minor non-compliance (e.g., late reporting, incomplete documentation).

2. Written Warning:

For repeated minor offences or moderate breaches (e.g., failure to service dealers without valid reason, missing reports).

3. Final Warning or Suspension:

For serious breaches or repeated failure to comply after a written warning.

4. Termination of Contract:

For any of the following serious misconduct:

- Fraud (e.g., tampering with collection/delivery data);
- Theft or resale of tyres;
- Collusion with dealers, depots, or processors;
- Violence, threats, or harassment at any site;
- Using the Waste Bureau's name for unauthorised personal or commercial gain;
- Transporting tyres to unauthorised destinations.

6.2 Disciplinary Process

- The Waste Bureau Transport Specialist and/or the Regional Coordinator will document and raise any compliance breaches.
- Where necessary, the matter will be escalated to a Waste Bureau Manager for formal investigation and determination.
- All disciplinary actions will be formally recorded.
- Transporters may respond in writing to any warnings or allegations prior to suspension or termination.

7 SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) REQUIREMENTS

Transporters are fully and solely responsible for ensuring that all safety, health, environmental, and quality (SHEQ) standards are upheld throughout their operations.

7.1 Legal and Regulatory Compliance

- Transporters must comply with all applicable national legislation, including but not limited to:
 - The Occupational Health and Safety Act;
 - Road Traffic Act and regulations;
 - Environmental legislation relating to waste transport and handling;
 - Any other relevant labour and transport laws.

7.2 SHEQ Management

- Transporters must develop, implement, and maintain internal SHEQ policies and procedures appropriate to their operations.
- The Waste Bureau does **not monitor, regulate or enforce** a transporter's SHEQ systems.
- The responsibility to manage and mitigate SHEQ risks — including driver fatigue, equipment safety, hazardous conditions, and PPE — rests solely with the transporter.
- Any incidents (e.g., accidents, injuries, spills) must be managed by the transporter in accordance with their legal obligations.

7.3 Minimum Safety Expectations

While the Waste Bureau does not enforce SHEQ protocols, the following baseline expectations must be met at all times:

- Drivers and vehicle assistants must wear appropriate personal protective equipment (PPE), including reflective vests and safety boots;
- All vehicles must be roadworthy, insured, and licensed;
- Drivers must be medically fit and properly licensed;
- Safe loading, securing, and offloading of tyres must be observed at all sites.

7.4 Incident Reporting

- Transporters must report any SHEQ-related incidents (e.g., vehicle accidents, tyre spills, injuries) to the Waste Bureau within 24 hours using the designated reporting channels.
- The Waste Bureau may review incident reports for oversight purposes but will not intervene in operational risk management or SHEQ enforcement.

8 DEPOT REQUIREMENTS FOR TRANSPORTERS

- 9. DEPOT REQUIREMENTS FOR TRANSPORTERS

Transporters may only access Waste Bureau-registered depots for the purposes of delivering or collecting authorised waste tyre volumes. The following general conditions apply:

8.1 Operating Hours

- Depots operate Monday to Friday from 07:30 to 16:30.
- Tyre deliveries are received between 08:00 and 16:00.
- Access outside these hours is by prior arrangement and subject to depot availability.

8.2 Site Access and Conduct

All visitors must comply with depot-specific access control procedures, including:

- Signing the access control register;
- Providing the name of the transport company, driver details, vehicle registration, and contact number;
- Following site instructions at all times.

8.3 Health and Safety

- Transporters must ensure that their personnel wear appropriate PPE while on depot premises.
- No unauthorised persons, firearms, alcohol, or hazardous materials are permitted on site.
- All depot signage and safety rules must be observed.

8.4 Incident and Emergency Procedures

- In the event of an emergency, transporters must follow the instructions of the depot's designated health and safety representative.
- Emergency assembly points and contact information are displayed on-site.

8.5 Responsibility

- The Waste Bureau is not responsible for managing transporter conduct or safety on depot premises. Compliance with all applicable safety and legal requirements remains the responsibility of the transporter.

Note: Full depot-specific procedures are outlined in the **Waste Bureau Depot Standard Operating Procedures (Depot SOP)**, which will be made available to all contracted transporters. It is the transporter's duty to familiarise themselves with and comply with those procedures.

9 DECLARATION OF UNDERSTANDING AND RESPONSIBILITY

By accepting a contract with the Waste Bureau, the transporter confirms that they have read, understood, and agreed to comply with the procedures and requirements outlined in this Standard Operating Procedure (SOP).

It is the sole responsibility of the transporter to ensure ongoing compliance with all applicable provisions contained herein, as well as with relevant legislative and contractual obligations. Failure to adhere to these procedures may result in disciplinary action, including suspension or termination of contract.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

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

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number

Supplier Account Details (To be Verified by the bank)

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

Account Name

Account Number

Branch Name

Branch Number

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

Account Type

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

ID Number

Passport Number

Company Registration Number

*CC Registration

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

Bank Stamp

Supplier Contact Details

Business

Area Code

Telephone Number

Extension

Home

Area Code

Telephone Number

Extension

Fax

Area Code

Fax Number

Cell

Cell Code

Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

Date (dd/mm/yyyy)

NB: All relevant fields must be completed